Carolyn G. Goodman, Mayor (At-Large)
Stavros S. Anthony, Mayor Pro Tem (Ward 4)
Brian Knudsen (Ward 1)
Victoria Seaman (Ward 2)
Olivia Diaz (Ward 3)
Cedric Crear (Ward 5)
Michele Fiore (Ward 6)

City Manager Jorge Cervantes
City Attorney Bryan K. Scott
City Clerk LuAnn D. Holmes

City Council Agenda

Council Chambers · 495 South Main Street · Phone 702-229-6011
City of Las Vegas Internet Address: www.lasvegasnevada.gov

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. Reasonable efforts will be made to assist and accommodate persons with disabilities or impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 702-229-6311 and advise of your need at least 48 hours in advance of the meeting. Dial 7-1-1 for Relay Nevada.

July 7, 2021
9:00 AM
A lunch break may be taken at the discretion of the Mayor.

Items listed on the agenda may be taken out of the order presented; two or more agenda items for consideration may be combined; and any item on the agenda may be removed or related discussion may be delayed at any time. Backup material for this agenda may be obtained from LuAnn D. Holmes, City Clerk, at the City Clerk's Office at 495 South Main Street, 2nd Floor or on the City's webpage at www.lasvegasnevada.gov.

Online comments can also be submitted via the City's website at www.lasvegasnevada.gov/councilcomment prior to the meeting, during the comments period.

The Mayor and City Council welcome your attendance, public comment related to the items on the agenda and citizen participation on items under the jurisdiction of the City Council at this meeting. If you wish to speak, we respectfully ask you to complete and submit a speaker card to the City Clerk. Cards are available online, in the Clerk's Office or at the front of the Chambers as you enter.

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, made possible through underwriting from HOMIE. Please note customers of Cox Communications can view this program in High Definition on Channel 1002 and in Standard Definition on Channel 2. You can also watch this meeting live on Apple TV, Roku and Amazon Fire TV on the Go-Vegas app. The City Council Meeting, as well as all other KCLV programming, can be viewed on the internet at www.kclv.tv/live. 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 5:00 PM.

Note: Cellular phones are to be turned off during the Council Meeting.

CEREMONIAL MATTERS

1. Call to Order

2. Announcement Regarding: Compliance with Open Meeting Law

3. Invocation - Reverend Mary Bredlau, Clark County Coroner's Office

4. Pledge of Allegiance

5. Ceremonial Items

BUSINESS ITEMS - 9:30 A.M. SESSION

PUBLIC COMMENT

6. Public comment during this portion of the Agenda must be limited to matters on the Agenda for action. If you wish to be heard, come to the podium and give your name for the record. The amount of discussion, as well as the amount of time any single speaker is allowed, may be limited.

BUSINESS ITEMS - 9:30 A.M. Session

7. For Possible Action - Any items from the 9:30 a.m. session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time.

8. For possible action to approve the Final Minutes by reference of the May 19, 2021 Special Joint City Council and Redevelopment Agency Budget Meeting and the June 2, 2021 Regular City Council Meeting

9. Discussion for possible action regarding annual review of City Attorney Bryan K. Scott (NOTE: This item is being trailed to be heard after the Closed Sessions.)

10. Discussion for possible action regarding annual review of City Auditor Radford K. Snelding (NOTE: This item is being trailed to be heard after the Closed Sessions.)

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.

CITY ATTORNEY - CONSENT

11. For possible action to approve settlement of Sarah Mikel v. City of Las Vegas, Joseph Hallowell ($87,500 - Tort Liability Fund)

COMMUNITY SERVICES - CONSENT

12. For possible action to approve the Memorandum of Agreement between the City of Las Vegas (CLV) and Walker African American Museum and Research Center (Museum) to rehabilitate the Museum, located at 705 West Van Buren Avenue, and to ensure continued operations ($45,000 - General Fund) - Ward 5 (Crear)

13. For possible action to approve the Grant Agreement between the City of Las Vegas (CLV) and Vegas Roots Community Garden, located at 715 North Tonopah Drive, which is operated through Together We Can to teach community residents how to grow and prepare healthy meals using an equity lens ($25,700 - General Fund) - Ward 5 (Crear)

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

14. For possible action to approve a First Amendment to Sublease Agreement between the City of Las Vegas (City) and Tech Impact for the property located at 330 West Washington Avenue extending the term of the Sublease through September 1, 2024 - Ward 5 (Crear)

FINANCE - PURCHASING AND CONTRACTS - CONSENT

15. For possible action to approve award of Bid No. 19.53541.02-DD, WPCF - Filtration Building Miscellaneous Improvements, located at 6005 East Vegas Valley Drive, to the lowest responsive and responsible bidder -

Department of Public Works - Award recommended to: MMC, INC. ($24,979,767 - Sanitation Enterprise Fund) - Clark County

16. For possible action to approve award of Amendment No. 1 to Contract No. 200079-JH, Prime Design Services Contract for Iron Mountain Road - Bradley Road to Thom Boulevard - Department of Public Works - Award recommended to: PARSONS TRANSPORTATION GROUP, INC. ($250,000 - Road and Flood Capital Projects Fund) - Ward 6 (Fiore)

17. For possible action to approve award of Mutual Use Contract No. 210248-HM, Water Treatment Chemicals, for the Water Pollution Control Facility located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: THATCHER COMPANY OF ARIZONA, INC. (Not-to-Exceed $3,000,000 Annually/Total Contract Amount Not-to-Exceed $15,000,000 - Sanitation Enterprise Fund) - Clark County

18. For possible action to approve award of Contract No. 210252-DD, Construction Manager as Agent Contract for WPCF Filtration Building Rehabilitation, located 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP, INC. ($1,489,830 - Sanitation Enterprise Fund) - Clark County

19. For possible action to approve award of Contract No. 210268-HM, Prime Design Services Contract for Centennial Parkway Channel West - Farm Road, Oso Blanca Road to Tee Pee Lane - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP, INC. ($794,331.02 - Road and Flood Capital Projects Fund) - Ward 6 (Fiore)

PARKS AND RECREATION - CONSENT

20. For possible action to approve a Park and Trail Assistance Program Implementation Agreement between the City of Las Vegas and the Outside Las Vegas Foundation, effective July 1, 2021 through June 30, 2022 which provides for the construction of a native habitat garden in a City park, oversight of the Volunteers in Parks (VIP) program and coordination of volunteer events and youth programming ($75,000 - General Fund) - All Wards

PLANNING - CONSENT

21. For possible action to approve an Agreement between the Commission for the Las Vegas Centennial and the City of Las Vegas Acting By and Through its Office of the City Clerk (Project Number: 21-0284-CLC1) for the costs associated with digitizing historical material stored at the facility that includes approximately one hundred sixteen thousand (116,000) photographs, negatives and slides depicting life in Las Vegas and Nevada that date from 1905 to the early 2000s ($105,317.60 - License Plate Revenue)

PLANNING - BUSINESS LICENSING - CONSENT

22. For possible action to approve a Tavern-Limited License for JIGGLY MEAT, LLC dba SOULBELLY BBQ at 1327 South Main Street, Suite #140 - Ward 3 (Diaz)

23. For possible action to approve a Temporary Urban Lounge License for TAVERNA IZAKAYA, LLC dba TAVERNA COSTERA at 1031 South Main Street [Jeffery John Hwang, Managing Member] - Ward 3 (Diaz)

24. For possible action to approve a Temporary Beer Wine Room License for REN PLUS THREE, INC. dba BOARD & BRUSH CENTENNIAL HILLS at 7785 North Durango Drive, Suite #125 - Ward 6 (Fiore)

25. For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License for REMAR, INC. dba LOS ARCOS BIRRERIA & TACO SHOP at 2201 South Maryland Parkway [Hypatia Marena Soto-Sepulveda, President, Secretary, Treasurer, Director, Shareholder] - Ward 3 (Diaz)

26. For possible action to approve a Beer/Wine/Cooler Off-Sale License for JMH HORIZON #1, LLC dba HORIZON MARKET & GAS at 2747 North Rainbow Boulevard [Jerry Hamika, Managing Member] - Ward 5 (Crear)

27. For possible action to approve a Restricted Gaming License for JMH HORIZON #1, LLC dba HORIZON MARKET & GAS at 2747 North Rainbow Boulevard [Jerry Hamika, Managing Member] - Ward 5 (Crear)

PUBLIC WORKS - CONSENT

28. For possible action to approve Interlocal Contract LAS23J21 between the City of Las Vegas and the Clark County

Regional Flood Control District (CCRFCD) for the design of the Centennial Parkway Channel West - Farm Road, Oso Blanca to Tee Pee Project ($953,903 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Fiore)

29. For possible action to approve Interlocal Contract LAS32A21 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for the design of the Las Vegas Wash - Iron Mountain, Bradley to Decatur Project ($302,000 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Fiore)

30. For possible action to approve Second Supplemental Interlocal Contract LAS29F20 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to decrease funding from $49,388,989 to $44,039,173 for construction of the Flamingo - Boulder Highway North, Charleston - Boulder Highway to Maryland Parkway and Maryland Parkway System - Wards 3 and 5 (Diaz and Crear)

RESOLUTIONS - CONSENT

31. R-32-2021 - ABEYANCE ITEM - For possible action to approve a Resolution delegating to the City Manager or designee certain authority regarding litigation matters - All Wards

32. R-33-2021 - For possible action to approve a third Resolution adopting a temporary trade-in/exchange program for certain alcoholic beverage licenses - All Wards

33. R-34-2021 - For possible action to approve a Resolution approving the forms of agreements between the City and the owner of all assessable property in a proposed Special Improvement District (SID No. 816, Summerlin Village 22) - Ward 2 (Seaman)

DISCUSSION/ACTION ITEMS

BOARDS AND COMMISSIONS - DISCUSSION

34. Discussion for possible action regarding the appointment of nominee Donald W. Walsh to the Ward 2 seat of the Planning Commission

35. Discussion for possible action regarding the reappointment of Michelle Larime to the Historic Preservation Commission

36. Discussion for possible action regarding the appointment of nominee Victor Flores to the Civil Service Board of Trustees

37. Discussion for possible action regarding the appointment of nominee Ryan Hampton to the Ward 2 seat of the Arts Commission

38. Discussion for possible action regarding the appointment of nominees Valerie Brown, Eric Roberts and Erik Van Houten to the Citizens Advisory Committee to the Las Vegas Redevelopment Agency

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

39. Bill No. 2021-23 - For possible action - Amends LVMC 9.04.100 to update the nuisance abatement appeal and hearing procedures as they pertain to the waiver of costs and penalties. Sponsored by: Councilman Brian Knudsen and Councilwoman Victoria Seaman

40. Bill No. 2021-24 - For possible action - Readopts LVMC 10.02.010 to make State misdemeanors City misdemeanors if committed within the City. Proposed by: Bryan K. Scott, City Attorney

41. Bill No. 2021-25 - For possible action - Amends various provisions of LVMC Title 6 to update the license-related definition of “nightclub” and create a new license category of “general entertainment establishment,” together with related regulations; and amends various provisions of LVMC Title 19 to make corresponding adjustments to land use regulations pertaining to those establishments and to delete the use “beer/wine/cooler cultural establishment.” Sponsored by: Councilwoman Olivia Díaz

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.

42. Bill No. 2021-26 - Adopts the City of Las Vegas 2050 Master Plan; repeals the Las Vegas 2020 Master Plan, as well as the elements of the 2020 Plan that have been added or amended since that Plan's adoption; and makes corresponding adjustments to various provisions of LVMC Title 19. Proposed by: Tom Perrigo, Chief Operations and Development Officer

43. Bill No. 2021-27 - Amends LVMC Chapter 2.26 to establish provisions regarding senior municipal court judges. Sponsored by: Mayor Carolyn G. Goodman

NEW BILLS

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.

44. Bill No. 2021-28 - Annexation No. 21-0179-ANX1 - Property location: 7418 Constantinople Avenue; Petitioned by: City of Las Vegas; Acreage: 2.63 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Stavros S. Anthony

45. Bill No. 2021-29 - Ordinance creating the City of Las Vegas, Nevada Special Improvement District No. 816 (Summerlin Village 22); ordering a street project, storm sewer project, sanitary sewer project, drainage project, and water project, within the City of Las Vegas, Nevada and providing other matters related thereto. Proposed by: Mike Janssen, Director of Public Works

46. Bill No. 2021-30 - Ordinance concerning City of Las Vegas Special Improvement District No. 816 (Summerlin Village 22); assessing the cost of local improvements against the assessable property benefited by the local improvements; and providing other matters related thereto. Proposed by: Mike Janssen, Director of Public Works

47. Bill No. 2021-31 - Ordinance authorizing the issuance and sale by the City of its Special Improvement District No. 816 (Summerlin Village 22) Local Improvement Bonds, Series 2021, approving the form of certain documents with respect to such bonds, ratifying action taken by City officers toward the issuance of such bonds; and providing other matters related thereto. Proposed by: Venetta Appleyard, Director of Finance

CLOSED SESSION

48. Closed Session - A closed meeting is called in accordance with NRS 241.015(3)(b)(2) to receive information from the City Attorney about potential and existing litigation

49. Closed Session - Upon a duly carried motion, a closed meeting is called in accordance with NRS 241.030 to discuss the following items:
    A. City Attorney's Annual Performance Review
    B. City Auditor's Annual Performance Review

PLANNING

The items listed below, where appropriate, have been reviewed by the various City departments relative to the requirements for storm drainage and flood control, connection to sanitary sewer, traffic circulation, and Building and Fire regulations. Their comments and/or requirements have been incorporated into the action.

PLANNING - CONSENT

All items listed on the Consent Agenda are considered to be routine and have been recommended "for approval". 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.

50. 21-0221-EOT1 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: 1215 S LAS VEGAS BLVD, LLC - For possible action on a request for a second Extension of Time of an approved Site Development Plan Review (SDR-68404) FOR A PROPOSED 15-STORY MIXED-USE DEVELOPMENT CONSISTING OF 370 RESIDENTIAL UNITS AND 16,060 SQUARE FEET OF RETAIL SPACE on 3.63 acres at 1213 and 1215 South Las Vegas Boulevard and 516 Park Paseo (APNs 162-03-112-022, 028, 029 and 033), C-2 (General Commercial) Zone, Ward 3 (Diaz). Staff recommends APPROVAL.

51. 21-0277-EOT1 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: SERENITY BIRTH CENTER, LLC -

For possible action on a request for a first Extension of Time of an approved Variance (VAR-75818) TO ALLOW A ZERO-FOOT SETBACK WHERE A FIVE-FOOT SETBACK IS THE MINIMUM REQUIRED FOR A PROPOSED MONUMENT SIGN at 332 South Jones Boulevard (APN 138-36-210-008), O (Office) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

PLANNING - ONE MOTION/ONE VOTE

The following are items that may be considered in one motion/one vote. They are considered to be routine non-public and public hearing items with a Planning Commission and/or Staff recommendation of approval. All public hearings and non-public hearings items 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.

52. 21-0241-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: 6122 W SAHARA AVE, LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-3115) FOR A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 6118 West Sahara Avenue (APN 163-02-802-004), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

53. 21-0242-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: B2, LLC - For possible action on a request for a Required Review of an approved Variance (V-0046-89) WHICH ALLOWED AN EXISTING 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 3820 West Sahara Avenue (APN 162-06-801-008), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

54. 21-0243-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: MOON VALLEY NURSERY VEGAS, LLC - For possible action on a Required Review of an approved Variance (V-0023-89) TO ALLOW AN OFF-PREMISE SIGN TO BE LOCATED 265 FEET FROM ANOTHER OFF-PREMISE SIGN WHERE A 300-FOOT DISTANCE SEPARATION IS REQUIRED at 5301 West Charleston Boulevard (APN 163-01-501-011), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

55. 21-0244-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: PROVIEW SERIES, LLC SERIES 32 - For possible action on a Required Review of an approved Special Use Permit (U-0171-89) FOR A 40-FOOT TALL, 12-FOOT BY 24-FOOT OFF-PREMISE SIGN at 1323 South Main Street (APN 162-03-105-008), C-M (Commercial/Industrial) Zone, Ward 3 (Diaz). Staff recommends APPROVAL.

56. 21-0245-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: RANCHO LAS VEGAS PROPERTY, LLC - For possible action on a request for a Required Review of an approved Special Use Permit (U-0029-96) FOR AN EXISTING 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 2151 North Rancho Drive (APN 139-19-103-002), C-2 (General Commercial) Zone, Ward 5 (Crear). Staff recommends APPROVAL.

PLANNING - DISCUSSION

57. 21-0081-ROC1 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: BOKTOR MOTORS, INC. - For possible action on a Land Use Entitlement project request for a Review of Condition of Approval FOR SPECIAL USE PERMIT (SUP-76107) CONDITION OF APPROVAL NUMBER ONE (1) WHICH STATES, "NO CARS OFFERED FOR SALE SHALL BE LOCATED OUTSIDE OF THE ENCLOSED BUILDING." at 3939 Coran Lane (APN 139-19-703-001), Ward 5 (Crear). Staff recommends DENIAL.

REPORTS AND PRESENTATIONS

58. Report by Greg A. Weitzel, Director, Department of Parks and Recreation, and Rachel Bergren, Executive Director of Get Outdoors Nevada, on the volunteer activities at the Las Vegas Healing Garden, located at 1015 South Casino Center Boulevard, and a new Volunteers in Parks initiative, which is an engagement program of volunteers in parks throughout the City of Las Vegas parks system - All Wards

59. Report by Kevin McOsker, Director of Building and Safety, and Vicki Ozuna, Code Enforcement Section Manager, regarding dangerous buildings requirements to demolish and abatement process - All Wards

60. Report by Ryan Smith, Acting Director, Economic and Urban Development, and Michael Sherwood, Chief

Innovation Officer, regarding an update on the activities pertaining to innovation, technology and start-ups within the Innovation District in the City of Las Vegas - All Wards

61. Report by the Office of Community Services Staff regarding the efforts of Resolution R-52-2020, approved by City Council on November 18, 2020 to establish the City's Diversity, Equity and Inclusion initiative to increase opportunities for health, social and economic well-being of all Las Vegas residents - All Wards

SET DATE

62. 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

63. 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 EMERGING ISSUES

Comments made by Council members during this portion of the agenda must refer solely to proposals for future agenda item topics to be brought before the Council for consideration and action at a later date. Any discussion must be limited to whether or not such proposed items shall be placed on a future agenda and no discussion regarding the substance of any such proposed topic shall occur. No action shall be taken.

64. Discussion regarding potential items for future City Council agendas - All Wards

COUNCIL MEMBER RECOGNITION

65. 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 Hall, 495 South Main Street, 1st Floor

Clark County Government Center, 500 South Grand Central Parkway

Grant Sawyer Building, 555 East Washington Avenue

Howard Lieburn Senior Center, 6230 Garwood Avenue

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
1

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Call to Order

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
2

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Announcement Regarding: Compliance with Open Meeting Law

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
3

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Invocation - Reverend Mary Bredlau, Clark County Coroner's Office

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Pledge of Allegiance

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
5

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Ceremonial Items

BACKUP DOCUMENTATION:
Submitted at Meeting - Copy of Proclamation for Project 150 Day

City of Las Vegas
Office of the City Council
Proclamation

By virtue of the authority given to us by the laws of the State of Nevada and by the Charter of the City of Las Vegas,

We, the Mayor and the City Council of the City of Las Vegas recognize Project 150 for their tremendous efforts to support and provide services to homeless, displaced and disadvantaged high school students in Southern Nevada and

do hereby proclaim

July 7th, 2021

as

"Project 150 Day"

In the City of Las Vegas.
We ask all citizens to join us in honoring them.

Mayor Carolyn G. Goodman

Mayor Pro Tem Stavros S. Anthony

Councilwoman Michele Fiore

Councilman Cedric Crear

Councilman Brian Knudsen

Councilwoman Victoria Seaman

Councilwoman Olivia Díaz

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
6

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Public comment during this portion of the Agenda must be limited to matters on the Agenda for action. If you wish to be heard, come to the podium and give your name for the record. The amount of discussion, as well as the amount of time any single speaker is allowed, may be limited.

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
7

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For Possible Action - Any items from the 9:30 a.m. session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time.

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
8

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For possible action to approve the Final Minutes by reference of the May 19, 2021 Special Joint City Council and Redevelopment Agency Budget Meeting and the June 2, 2021 Regular City Council Meeting

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
9

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
Discussion for possible action regarding annual review of City Attorney Bryan K. Scott
(NOTE: This item is being trailed to be heard after the Closed Sessions.)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Yearly performance review of City Attorney Bryan K. Scott

RECOMMENDATION:
Staff to follow Council's direction

BACKUP DOCUMENTATION:
1. Notice of Closed Personnel Session

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

STAVROS S. ANTHONY
Mayor Pro Tem

MICHELE FIORE
CEDRIC CREAR
BRIAN KNUDSEN
VICTORIA SEAMAN
OLIVIA DIAZ

JORGE CERVANTES
City Manager

OFFICE OF THE
CITY CLERK

LUANN D. HOLMES
CITY CLERK

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011 | VOICE
702.382.4803 | FAX
711 | TTY

cityoflasvegas
lasvegasnevada.gov

June 28, 2021

Mr. Bryan K. Scott
City Attorney
City of Las Vegas
495 South Main Street
Las Vegas, Nevada 89101

RE: Notice of Meeting of the City Council to discuss the City Attorney's Annual Performance Review

Dear Mr. Scott:

In connection with your performance evaluation, and under the requirements of NRS 241.030, the City Council may consider your character, alleged misconduct, competence or health at its meeting on Wednesday, July 7, 2021. The meeting will begin at 9:30 a.m. in the City Council Chambers, 495 South Main Street in Las Vegas, Nevada. The meeting is a public meeting and you are welcome to attend. The Council may go into closed session to consider the following general topics: Your performance as City Attorney, your job description, your job duties, and matters properly related thereto. You are invited to attend the closed session, have an attorney or other representative of your choosing present during the closed meeting, and present written evidence, and provide testimony and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health.

If the Council determines it necessary after considering your character, alleged misconduct, professional competence, or physical or mental health whether in a closed meeting or open meeting, it may also take administrative action for or against you at this meeting. This informational statement is in lieu of any notice that may be required pursuant to NRS 241.034.

This notice is provided to you under NRS 241.033.

Sincerely,

LuAnn D. Holmes

LuAnn D. Holmes, MMC
City Clerk

I, LuAnn Holmes, hereby swear or affirm under penalty of perjury, that in accordance with NRS 241.033, I served the foregoing Notice of Meeting of the Las Vegas City Council to consider character, alleged misconduct, competence, or health by personally serving it on Bryan K. Scott at 495 S. Main St., City Hall, on this 28th day of June, 2021.

LuAnn D. Holmes

LuAnn D. Holmes, City Clerk

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
10

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
Discussion for possible action regarding annual review of City Auditor Radford K. Snelding (NOTE: This item is being trailed to be heard after the Closed Sessions.)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Yearly performance review of City Auditor Radford K. Snelding

RECOMMENDATION:
Staff to follow Council's direction

BACKUP DOCUMENTATION:
1. Notice of Closed Personnel Session

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

STAVROS S. ANTHONY
Mayor Pro Tem

MICHELE FIORE
CEDRIC CREAR
BRIAN KNUDSEN
VICTORIA SEAMAN
OLIVIA DIAZ

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City Manager

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cityoflasvegas
lasvegasnevada.gov

June 28, 2021

Mr. Radford K. Snelding
City Auditor
City of Las Vegas
495 South Main Street
Las Vegas, Nevada 89101

RE: Notice of Meeting of the City Council to discuss the City Auditor's Annual Performance Review

Dear Mr. Snelding:

In connection with your annual performance evaluation, and under the requirements of NRS 241.030, the City Council may consider your character, alleged misconduct, competence or health at its meeting on Wednesday, July 7, 2021. The meeting will begin at 9:30 a.m. in the City Council Chambers, 495 South Main Street in Las Vegas, Nevada. The meeting is a public meeting and you are encouraged to attend. The Council may go into closed session to consider the following general topics: Your performance as City Auditor, your job description, your job duties, and matters properly related thereto. You are invited to attend the closed session, have an attorney or other representative of your choosing present during the closed meeting, present written evidence, provide testimony and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health.

If the Council determines it necessary after considering your character, alleged misconduct, professional competence, or physical or mental health whether in a closed meeting or open meeting, it may also take administrative action for or against you at this meeting. This informational statement is in lieu of any notice that may be required pursuant to NRS 241.034.

This notice is provided to you under NRS 241.033.

Sincerely,

LuAnn D. Holmes

LuAnn D. Holmes, MMC
City Clerk

I, LuAnn Holmes, hereby swear or affirm under penalty of perjury, that in accordance with NRS 241.033, I served the foregoing Notice of Meeting of the Las Vegas City Council to consider character, alleged misconduct, competence, or health by personally serving it on Radford K. Snelding at 495 S Main St, City Hall, on this 28th day of June, 2021.

LuAnn D. Holmes

LuAnn D. Holmes, City Clerk

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
11

DEPARTMENT: City Attorney **CONSENT**
DIRECTOR: Bryan K. Scott

SUBJECT:
For possible action to approve settlement of Sarah Mikel v. City of Las Vegas, Joseph Hallowell ($87,500 - Tort Liability Fund)

FISCAL IMPACT:
Budget Funds Available
Amount: $87,500
Funding Source: Tort Liability Fund
Dept./Division: Human Resources

PURPOSE/BACKGROUND:
Claimant, Sarah Mikel alleges personal injuries caused by an automobile accident with a vehicle owned by Las Vegas Fire & Rescue. Claimant agreed to accept a total of $87,500 as a complete settlement and release of all of her claims against the city.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE
City Council
Meeting of: July 7, 2021

Agenda Item No.:
12

DEPARTMENT: Community Services **CONSENT**
DIRECTOR: Kathi Thomas

SUBJECT:
For possible action to approve the Memorandum of Agreement between the City of Las Vegas (CLV) and Walker African American Museum and Research Center (Museum) to rehabilitate the Museum, located at 705 West Van Buren Avenue, and to ensure continued operations ($45,000 - General Fund) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $45,000
Funding Source: General Fund
Dept./Division: Office of Community Services/Community Partnerships

PURPOSE/BACKGROUND:
The city of Las Vegas received a Department of Housing and Urban Development (HUD) approved Neighborhood Revitalization Strategy Area (NRSA) designation for the Historic Westside. The NRSA has been incorporated into the 2020-2025 Consolidated Plan.
The NRSA identifies key elements to be accomplished including supporting “existing historical, cultural and unique community elements”. Further, this work aligns with the HUNDRED PLAN IN ACTION strategy to explore opportunities to celebrate Black culture and create additional historic and cultural destinations. The Walker African American Museum and Research has a collection of memorabilia that depicts the history of people of African descent, nationally and internationally with concentration in local Black History. The City recognizes the significant undertaking of restoring the museum through upgrades and modifications that leverage private resources, and public financial assistance to ensure a safe, accessible reopening of the museum.

RECOMMENDATION:
Staff recommends approval of the Grant Agreement and authorize the Director of Community Services to execute documents related to the award of funds.

BACKUP DOCUMENTATION:
1. Memorandum of Agreement

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("Agreement") is made by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation within the State of Nevada, and the WALKER AFRICAN AMERICAN MUSEUM AND RESEARCH CENTER (the "Museum"), a non-profit corporation organized under the laws of the State of Nevada. The City and the Museum are sometimes collectively referred to hereinafter as the "Parties".

This Agreement is effective on the date signed by City and Museum, whichever date is later, if the date signed by the second party is within thirty (30) calendar days of signature by the first party (the "Effective Date").

RECITALS

WHEREAS, The Walker African-American Museum and Research Center in Las Vegas, Nevada, is owned and operated by founder and President Gwen Walker; and

WHEREAS, Ms. Walker has collected memorabilia that depicts the history of people of African descent, nationally and internationally with concentration in local Black History; and

WHEREAS, the CITY'S DIVERSITY, EQUITY AND INCLUSION INITIATIVE supports an equity approach that ensures all residents have opportunities to grow, contribute and develop their fullest potential; and

WHEREAS, the WALKER AFRICAN AMERICAN MUSEUM AND RESEARCH CENTER is located in the Historic Westside, a predominately black neighborhood that was neglected for decades; and

WHEREAS, the Mayor and City Council of the City of Las Vegas, have determined that providing assistance to further the rehabilitation of the WALKER AFRICAN AMERICAN MUSEUM AND RESEARCH CENTER, and to ensure continued operations, is in line with the CITY'S DIVERSITY, EQUITY AND INCLUSION INITATIVE and the WARD 5 HUNDRED PLAN; and

WHEREAS, the City recognizes the significant undertaking of restoring the WALKER AFRICAN AMERICAN MUSEUM AND RESEARCH CENTER through upgrades and modifications that require not only private resources, but also public financial assistance to ensure a safe reopening of the museum; and

WHEREAS, the City of Las Vegas, Mayor and City Council desire to award on May ____, 2021, a grant of Forty-five Thousand Dollars ($45,000.00) to the WALKER AFRICAN AMERICAN MUSEUM AND RESEARCH CENTER for the rehabilitation of the museum's facilities; and

WHEREAS, subject to all of the terms, covenants and conditions of this Agreement, the Museum shall use the grant funds provided by the City herein to pay for eligible costs for the rehabilitation of the museum facility only and for no other purpose.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Museum hereby agree as follows:

ARTICLE 1
UNDERSTANDING

A. The City will provide the Museum an amount not to exceed the total of $45,000.00 (the "Funds") for eligible costs associated with the rehabilitation of the museum facility located at 705 W Van Buren Ave, Las Vegas, NV 89106. **All Funds must be expended between June 1, 2021 and November 30, 2021 ("Expenditure Date").** The expenses incurred by the Museum before or after the Expenditure Date are not entitled to payment under this Agreement.

B. The City's Office of Community Services will work closely with Ms. Gwen Walker, President of the Museum to ensure all costs associated with the rehabilitation are eligible for payment by the Funds.

C. Changes in the Scope of Work as outlined herein must be made by written amendment to this Agreement and approved by both Parties.

ARTICLE 2
SCOPE OF WORK

C. Description. For the purpose of this Agreement, the Scope of Work encompasses the following:

1. Provision and/or rental of storage equipment/facilities to store supplies and artifacts for the duration of one (1) year commencing on June 1, 2021. Any costs associated with the damage and/or loss of any contents moved for storage and/or stored are the sole responsibility of the Museum. Any costs associated with the damage and/or alterations of the rental unit where the contents are stored are the sole responsibility Museum.

2. The Office of Community Services project coordinator may also approve funding for the Scope of Work described below up to the awarded amount of $45,000. In no event shall City be obligated to make disbursements pursuant to this Agreement in a total amount which exceeds the awarded amount of $45,000. Selected work will be at the discretion of the Museum:

    a. Acquisition and installation of an electrical hot water heater with required outlets and wiring at the museum site by a licensed professional to include appropriate permitting through the City, if applicable;
    b. Hire and pay a licensed professional to remove brush and debris located on the museum site near the gas line and surrounding areas to include installation of landscaping and irrigation system;
    c. Hire and pay a licensed professional to install pipes and any connections required

for the heating unit located at the museum facility;

d. Acquisition and replacement by a licensed professional of any materials related to inadequate or damaged plumbing within the museum facility;
e. Acquisition and licensed professional installation of any dated and/or damaged doors, windows, window treatment, frames and locks within the museum facility;
f. Procure and install by a licensed professional tile flooring and baseboards within the museum facility;
g. Repair interior ceilings and ceilings fans within the museum facility by a licensed professional;
h. Replace and/or installation of interior cameras within the museum facility by a licensed professional;
i. Lighting repairs throughout the museum facility by a licensed professional;
j. Purchase of bar codes and door scanners for use in the museum facility;
k. Procurement and installation of bell and alarm systems within the museum facility by a licensed professional;
l. Repair and/or installation of fencing around the museum facility by a licensed professional;
m. Purchase of audio visual system and necessary components for use in the museum facility;
n. Supplies for the operations of the museum facility;
o. Repair or installation of air conditioning unit to include protective cage as needed within the museum facility by a licensed professional;
p. Installation of conduit and cabling lines to support cable and telephone as necessary within the museum facility by a licensed professional.

3. All work shall comply in all respects with the following: (i) the Uniform Building Code and other state, federal, city or quasi-governmental laws, codes, ordinances and regulations, as each may apply according to the rulings of the controlling public official, agent or other person; (ii) applicable standards of the National Electrical Code; and (iii) building material manufacturer's specifications.

4. The City shall have the right to inspect the work at all reasonable times, upon forty eight (48) hours prior written notice, provided however, that City's failure to inspect the work of improvements shall in no event constitute a waiver of any of City's rights herein nor shall City's inspection of the work of improvements constitute City's approval of the same for purposes of this Agreement.

B. Schedule. The City desires that the Museum and Research Center complete the selected Scope of Work projects by December 31, 2021.

ARTICLE 3
FUNDING

A. Payment. Payments will be processed in monthly installments of $7,500 up to 6 months based on the following schedule:

1. The first payment will be processed on June 1, 2021 and monthly thereafter until

November 1, 2021.

2. The Museum shall submit monthly expense reports signed by an officer of the Museum to demonstrate eligibility of costs and to ensure continued progress to meet deadlines. These expense reports shall be submitted to the City on or before the first day of each calendar month during the construction of the work of improvements (or such other date as City may designate), which shall include (i) a schedule, by trade, of the Scope of Work completed; (ii) true and correct copies of invoices from all laborers and materialmen for labor rendered and materials delivered to the museum facility for which payment is sought; and (iii) all other information reasonably requested by the City.
3. The City may withhold payments if ineligible costs are identified during monthly review of reporting and/or if Funds are not being expended in a timely manner. If the City believes any particular expense does not fall within the definition of allowable Scope of Work, it shall advise the Museum of that fact, which notice shall detail why the City does not believe the expense should be paid by the City. Notwithstanding the foregoing, The City's payment of such amounts shall not be deemed City's approval or acceptance of the work furnished or materials supplied as set forth in Museum's expense reports.

B. Indemnity. The Museum agrees to protect, defend, indemnify and hold harmless the City, its public officials, officers, employees, agents, and consultants from and against any and all liability, damages, claims, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken by the Museum, its employees, agents, volunteers or contractors pursuant to this Agreement (collectively referred to as "Claims"). The Museum's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all reasonable attorneys' fees incurred by the City, its public officials, officers, employees and agents in the defense and/or handling of the Claims and all reasonable attorneys' fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this paragraph. The Museum agrees that it is assuming the sole risk of any Claims related to the contraction by Museum's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Agreement or any Scope of Work and that Museum's indemnity obligations contained herein cover any such Claims. In no event shall the language in this paragraph constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

The Museum's indemnity of City as set forth in this paragraph shall also apply with respect to any and all Claims related in any way to any act or omission of Museum or Museum's agents, or anyone directly or indirectly employed by any of them, in connection with Museum's non-payment of any amounts arising out of the work of improvements and/or Museum's disapproval of all or any portion of any request for payment. Such indemnity by Museum, as set forth in this paragraph, shall also apply with respect to any and all Claims related in any way to City's performance of any ministerial/governmental acts reasonably

necessary (i) to permit Museum to complete the Scope of Work, and (ii) to enable Museum to obtain any building permit or certificate of occupancy for the museum facility.

It is expressly agreed that the Museum shall defend the City at Museum's expense, by legal counsel reasonably satisfactory to City, against the Claims and in the event that the Museum fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Museum. Museum's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies carried by Museum. Museum's obligations under this paragraph shall survive any termination of this Agreement.

ARTICLE 4
MISCELLANEOUS

A. Incorporation of Terms. The introductory language and Recitals set forth above are incorporated into this Agreement by reference and made a part hereof.

B. Term. This Agreement shall become effective upon the Effective Date and shall expire no later than December 31, 2021.
   1. The Office of Community Services may grant an extension of the Term of up to six (6) months at the discretion of the Director for reasonable cause.
   2. This Agreement shall terminate upon any of the following: (1) execution by the Parties of a subsequent agreement for the rehabilitation of the Walker African American Museum; (2) notice by either party to the other of termination of the Agreement for convenience; or (3) if during the term of this Agreement, the Museum fails to perform any of its obligations required under this Agreement and the failure as identified by the City is not remedied within 20 days after written notice of default is provided to the Museum.

C. No Agency. The City does not constitute the legal representative for the Walker African American Museum and Research Center for any purpose whatsoever. The City does not have any right or authority to assume or create any obligation or responsibility, express or implied, to make any commitments on behalf of the Walker African American Museum and Research Center and may not bind the Museum in any manner.

D. No Partnership. No part to this Agreement, in anyway or for any purpose, becomes a partner or joint venturer of any other party in the conduct of its business or otherwise.

E. No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

F. Representations and Warranties of the Walker African American Museum. The Museum is a non-profit corporation duly organized, validly existing, and in good standing in the State of Nevada.

G. Right To Review And Audit. The Museum agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain them for a period of five (5) years after grant closeout, except those records subject to audit findings which shall be retained for three (3) years after such findings have been resolved. In the event the Museum goes out of existence, the Museum shall turn over to the City all of its records relating to this Agreement which will be retained by the City for the required period of time. The Museum agrees to permit the City, or its designated representatives, to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Museum's operation of the grant and Funds. The Museum further understands and agrees that the inspection and audit would be exercised upon written notice to the Museum. If the Museum records or books are not located within Clark County Nevada, Museum agrees to deliver the records or books to the address within the City of Las Vegas designated by the City.

H. Governing Law. This Agreement shall be governed by and construed in accordance with the internal, substantive laws of the State of Nevada, without regard to the conflict of laws principles thereof. Each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. City and Museum hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of City and Museum, and/or any Claims of injury or damage.

I. Counterpart; Electronic Delivery. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

J. Severability. If any term, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

K. Waiver. The City's failure to act with respect to a breach by the Museum does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

L. Modification/Amendment. This Agreement shall not be modified or amended except by the express written agreement of the Parties, signed by a duly authorized representative for each party.

Any other attempt to modify or amend this Agreement shall be null and void, and may not be relied upon by either party.

M. Assignment. Neither party may assign their rights nor delegate their duties under this Agreement without the written consent of the other party.

N. Entire Agreement. This Agreement constitutes the entire agreement between the City and Museum for the use of funds received under this Agreement. All prior negotiations, representations and agreements with respect thereto not incorporated in such Agreement documents are hereby canceled.

O. Non-Discrimination and Fair Employment Practices.
(a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Museum acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Museum recognizes that if the Museum or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status, City may declare the Museum in breach of contract and terminate this Agreement.

(b) Fair Employment Practices: In connection with the performance of work under this Agreement, the Museum agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) In accordance with the Immigration Reform and Control Act of 1986, the Museum agrees that it will not employ unauthorized aliens in the performance of this Agreement.

P. Official, Agent And Employees Of The City Not Personally Liable. It is agreed by and between the Parties of this Agreement, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

Q. Conflict Of Interest (City Officials). An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof. Each party represents that it is unaware of any financial or

economic interest of any public officer or employee of the City relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the City may immediately terminate this Agreement for default or convenience, based on the culpability of the Parties.

R. Time of Essence. Time is of the essence of each provision hereof.

S. Museum Collection. It is understood and agreed that this Agreement does not give the City any rights to or ownership interest in the museum facility or the "Gwendolyn Walker collection".

T. Repayment Obligations. Provided there is not an event of default under this Agreement beyond any applicable notice and cure period, and the Museum has otherwise performed its obligations under this Agreement, there shall be no expectation of repayment of the Funds by Museum back to the City.

U. Notices. Except as otherwise provided by law, all notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Any party from time to time, by notice to the other party given as set forth above, may change its address for purpose of receipt of any such communication:

CITY: City of Las Vegas, Office of Community Services
Attention: Grant Program Coordinator
495 S. Main Street, 3rd Floor
Las Vegas, Nevada 89101

MUSEUM: Walker African American Museum And Research Center
Attention: Gwendolyn Walker
2105 Travis Street
North Las Vegas, Nevada 89030

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IN WITNESS WHEREOF, this Agreement is executed by the Walker African American Museum and through its board of directors, and the City of Las Vegas, acting by and through its Mayor and City Council as of the Effective Date as defined herein.

City of Las Vegas

Carolyn G. Goodman, Mayor Date

Walker African American Museum And Research Center

Gwendolyn Walker 5-16-21

Gwendolyn Walker, President Date

Attest:

LuAnn D. Holmes, MMC, City Clerk Date

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

6/1/2021

Deputy City Attorney Date

AGENDA SUMMARY PAGE
City Council
Meeting of: July 7, 2021

Agenda Item No.:
13

DEPARTMENT: Community Services **CONSENT**
DIRECTOR: Kathi Thomas

SUBJECT:
For possible action to approve the Grant Agreement between the City of Las Vegas (CLV) and Vegas Roots Community Garden, located at 715 North Tonopah Drive, which is operated through Together We Can to teach community residents how to grow and prepare healthy meals using an equity lens ($25,700 - General Fund) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $25,700
Funding Source: General Fund
Dept./Division: Office of Community Services/Community Partnerships

PURPOSE/BACKGROUND:
The Grant Agreement is in alignment with one of the HUNDRED PLAN IN ACTION strategies to improve Historic Westside residents' access to affordable, healthy food options, e.g. fruits and vegetables with the added benefit of unifying the community. Residents will be taught how to grow vegetables in a food desert and prepare nutritious meals from their crops.

RECOMMENDATION:
Staff recommends approval of the Grant Agreement and the Director of Community Services be authorized to execute documents related to the award of funds.

BACKUP DOCUMENTATION:
1. Grant Agreement

GRANT AGREEMENT

This GRANT AGREEMENT (this "Agreement") is made by and between the CITY OF LAS VEGAS, a Nevada municipal corporation (the "City") and VEGAS ROOTS COMMUNITY GARDEN a community garden operated through TOGETHER WE CAN, a non-profit corporation organized under section 501(c)(3) of the Internal Revenue Code ("Vegas Roots"). The City and the Vegas Roots are sometimes collectively referred to hereinafter as the "Parties"

This Agreement is effective on the date signed by the City and License, whichever date is later, as long as the date signed by the second party is within thirty (30) calendar days of signature by the first party (the "Effective Date").

RECITALS

WHEREAS, Vegas Roots Community Garden in Las Vegas, Nevada, is owned and operated by founder and President Rosalind Brooks (the "Community Garden"); and

WHEREAS, Vegas Roots grows healthy food and teaches the community how to grow and prepare healthy meals using an equity lens; and

WHEREAS, the City's diversity, equity, and inclusion initiative supports an equity approach that ensures all residents have opportunities to grow, contribute and develop their fullest potential; and

WHEREAS, the Community Garden is located in the Historic Westside, a predominately black neighborhood that lacks a selection of healthy food options and faces food insecurity; and

WHEREAS, the Mayor and City Council of the City of Las Vegas, have determined that providing assistance to Vegas Roots to ensure continued operations is in consistent with the City objectives.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth below, the Parties hereby agree as follows:

ARTICLE 1
UNDERSTANDING

1.1. TERM. This Agreement shall become effective upon full execution by the parties and shall expire on October 31, 2021 (the "Term"). Either party may terminate this Agreement for any reason with seven (7) calendar days' notice. The City agrees to reimburse any authorized costs incurred by Vegas Roots prior to any termination by either party, including any automatic termination contemplated in Subsection B below.

A. The Director of the Office of Community Services may grant an extension of up to six (6) months at the sole and absolute discretion of the Director.

B. This Agreement shall terminate without taking any further action upon the occurrence of execution by the Parties of a subsequent agreement for the operations of the Community Garden.

1.2. GRANT. City will provide Vegas Roots grant funding in an amount not to exceed $25,700.00 for eligible costs associated with the Community Garden operations located at 715 North Tonopah Drive, Las Vegas, NV 89106. All Funds must be expended during the Term.

1.3. The City's Office of Community Services will coordinate and collaborate with Vegas Roots to ensure all costs associated with continued operations.

1.4. Changes in the Scope of Services as outlined herein must be made by written amendment to this Agreement and approved by both Parties.

ARTICLE 2
SCOPE OF WORK

2.1. Description. For the purpose of this Agreement the Scope of Work encompasses the following:

A. Operations of the Community Garden, including:

(1). Food for plants and animals; and

(2) Labor work related to Community Garden operations; and

(3). Funding to support monthly rental and utility expenses during the Term. Utility expenses may include internet services, telephone services, gas, water and electricity.

ARTICLE 3
FUNDING

3.1. PAYMENT. Payments may be made as a reimbursement to Vegas Roots or directly to the vendor if requested. Payment will be processed upon receipt of the following:

A. Dated invoice from vendor for payment or dated receipt for expenses incurred; and

B. Additional reasonable documentation requested by the City supporting incurred expenses.

The City may in its sole and absolute discretion withhold payments if ineligible costs are identified and/or if funds are not being expended during the Term. All invoices shall be submitted no later than thirty (30) calendar days after any termination of this Agreement.

ARTICLE 4
MISCELLANEOUS

4.1. NOTICE. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (d) an electronic record sent by e-mail pursuant to NRS 719.240. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

If to City: Attn: Director, Community Services
4995 S. Main Street, 3rd Floor
Las Vegas, NV 89101

If to Vegas Roots: Attn: Rosalind Brooks
715 North Tonopah Drive
Las Vegas, NV 89106

4.2. NO AGENCY. The City nor Vegas Roots are the legal representative of the other party for any purpose whatsoever. Neither party has any right or authority to assume ore create any obligation or responsibility, express or implied, to make any commitments on behalf of the other party may not bind and the organization in any manner.

4.3. REPRESENTATIONS AND WARRANTIES OF VEGAS ROOTS. The organization is a non-profit corporation duly organized, validly existing, and in good standing in the State of Nevada.

4.4. LAW; VENUE; WAIVER OF JURY TRIAL. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Agreement.

4.5. NO THIRD PARTY BENEFICIARY RIGHTS. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

4.6. COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date as defined herein.

CITY OF LAS VEGAS

By: _____

Carolyn G. Goodman, Mayor

Date: _____

Date of City Council Approval: _____

Attest:

By: _____

LuAnn D. Holmes, MMC
City Clerk

Approved as to Form:

By: John S. Ridilla 6/1/21

John S. Ridilla Date
Chief Deputy City Attorney

VEGAS ROOTS COMMUNITY GARDEN

By: Rosalind Brooks

Printed Name: Rosalind Brooks

Title: Director

Date: 5-10-21

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
14

DEPARTMENT: Economic & Urban Development **CONSENT**
DIRECTOR: Ryan Smith, Acting

SUBJECT:
For possible action to approve a First Amendment to Sublease Agreement between the City of Las Vegas (City) and Tech Impact for the property located at 330 West Washington Avenue extending the term of the Sublease through September 1, 2024 - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Tech Impact Subleases Suites 105, 110 and 111 in the Historic Westside School. The First Amendment to Sublease extends the term through September 1, 2024 with two one-year options to renew by giving Landlord ninety days written notice.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. First Amendment to Sublease Agreement
2. Site Map

FIRST AMENDMENT TO SUBLEASE AGREEMENT

(Historic Westside School)

This First Amendment to Sublease Agreement ("*Amendment*") is made and entered into this ____ day of _____, 2021 by and between the City of Las Vegas, Nevada ("*Landlord*") and Tech Impact ("*Tenant*"). Landlord and Tenant are individually referred to herein as a "*Party*" and collectively as "*Parties*".

WHEREAS:

A. The Parties entered into that certain Sublease Agreement (Historic Westside School) dated August 3, 2016 (the "*Sublease*") pursuant to which Landlord leased to Tenant office space Suites 105, 110 and 111 in the building(s) known as the Historic Westside School, as fully set forth in the Sublease.

B. The Parties mutually desire to amend the Sublease as set forth in this Amendment.

NOW, THEREFORE, in consideration of the covenants set forth in this Amendment, the Parties agree to amend the Sublease as follows:

1. Term. The Parties agree that Section 2 of the Lease is hereby deleted in its entirety and the following substituted in lieu thereof:

2. Term of Sublease. Unless earlier terminated pursuant to the terms of this Sublease, this Sublease shall be for a term commencing on the Commencement Date and expiring on September 1, 2024 with two (2) one-year options to renew by Tenant giving Landlord not less than ninety (90) days written notice prior to the expiration of the term.

3. Effect. Except as otherwise provided in this Amendment, the Sublease remains in full force and effect in all respects.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Amendment. This extension shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all the parties reflected hereon as the signatories. Delivery of this Amendment may be accomplished by facsimile transmission of this Amendment or by email. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Amendment.

In Witness Whereof, the Parties have executed this Amendment as of the day and year first above written.

LANDLORD

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

_____ 09/21
Crislove A. Igeleke
Deputy City Attorney Date

TENANT

TECH IMPACT

By: _____
Patrick Callihan, Executive Director

SITE MAP

330 West Washington Avenue



AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
15

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Venetta Appleyard

SUBJECT:
For possible action to approve award of Bid No. 19.53541.02-DD, WPCF - Filtration Building Miscellaneous Improvements, located at 6005 East Vegas Valley Drive, to the lowest responsive and responsible bidder - Department of Public Works - Award recommended to: MMC, INC. ($24,979,767 - Sanitation Enterprise Fund) - Clark County

FISCAL IMPACT:
Budget Funds Available
Amount: $24,979,767
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project includes rehabilitation of the WPCF Filtration Building including restroom, filters, control stations, replacements for programmable logic controllers (PLC), electrical gear, chlorine contact basin (CCB), concrete repair, filter influent pump station, non-potable water, and filtration backwash pump station rebuilds. The project also includes heating and cooling unit replacements, a new chiller building, and corrosion control coatings for filters and CCB. MMC, Inc. has an office located in Las Vegas, Nevada.

RECOMMENDATION:
Approve as recommended, with signature authority granted to the Purchasing and Contracts Manager per R-20-2017, and the construction contingency reserve in the amount of $100,000.

BACKUP DOCUMENTATION:
1. Bid Abstract

BID ABSTRACT
19.53541.02-DD WPCF - Filtration Building Miscellaneous Improvements
Bid Date: May 12, 2021

City of Las Vegas - Finance Department
Purchasing & Contracts Division
495 S. Main Street, 4th Floor
Las Vegas, Nevada 89101

DESCRIPTION	MMC, Inc.	Record Steel and Construction, Inc dba RSCI	Sletten Construction of Nevada, Inc.
Base Bid: Enter the LUMP SUM AMOUNT for all Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	**$24,979,767.00**	$25,619,000.00	$27,350,000.00
Base Bid Amount	**$24,979,767.00**	**$25,619,000.00**	**$27,350,000.00**
% Greater than Low Base Bid		2.6%	
Bidder's Preference Received	**No**	No	
Responsive Bidder	**Yes**		
Responsible Bidder	**Yes**		
Department Evaluation Complete	**Yes**		
Select	**Yes**		
Base Bid Estimate: $21,000,000.00			

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
16

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Venetta Appleyard

SUBJECT:
For possible action to approve award of Amendment No. 1 to Contract No. 200079-JH, Prime Design Services Contract for Iron Mountain Road - Bradley Road to Thom Boulevard - Department of Public Works - Award recommended to: PARSONS TRANSPORTATION GROUP, INC. ($250,000 - Road and Flood Capital Projects Fund) - Ward 6 (Fiore)

FISCAL IMPACT:
Budget Funds Available
Amount: $250,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The contract was approved by City Council on October 16, 2019 to provide design services for roadway street improvements including pavements, sidewalks, street lights, and on-street parking alternatives for a roundabout and standard intersection. Amendment No. 1 will modify the services to include design of a regional flood control conveyance system through the project limits into the Las Vegas Wash east of the project limits. Amendment No. 1 increases the contract amount by $250,000, from $374,690.25 to $624,690.25. Parsons Transportation Group, Inc. has an office located in Las Vegas, Nevada.

RECOMMENDATION:
Approve as recommended, with signature authority granted to the Purchasing and Contracts Manager per R- 20-2017

BACKUP DOCUMENTATION:
1. Amendment No. 1 to Contract No. 200079-JH
2. Certificate - Disclosure of Ownership and Principals

AMENDMENT NO. 1

Prime Design Service Contract for

200079-JH Iron Mountain Road – Bradley Road to Thom Blvd

THIS AMENDMENT NO. 1 is made and entered into this _____ day of _____, 2021, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), and Parsons Transportation Group, Inc. a Corporation (hereinafter the "Company") having its principal office located at 7450 Arroyo Crossing Parkway, Suite 180, Las Vegas, NV 89113.

WHEREAS, the City and the Company have entered into that certain Consultant for Engineering Services Agreement No. 200079-JH, Contract dated October 21, 2019 (the "Contract"); and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to design a regional flood control conveyance system (100-yr event) through the project limits and out into the Las Vegas Wash east of the project limits.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Contract:

1. Exhibit A-1, Scope of Services attached.

2. Exhibit B-1, All submittal requirements are outlined in Exhibit A-1 Scope of Services.

3. See attached Exhibit C-1 for Performance Schedule Change.

4. Exhibit D-1 Fee Breakdown is hereby amended to increase the Total Compensation of the entire Contract referenced herein by $250,000.00 from $374,690.25 to $624,690.25.

5. Exhibit D-1 Fee Breakdown is hereby amended to increase the total Basic Service referenced herein by $94,147.10 from $324,690.25 to $418,837.35.

6. Exhibit E-1 Additional Compensation is hereby amended to increase the Additional Compensation referenced herein by $155,852.90 from $50,000.00 to $205,852.90

7. No changes to Exhibit F, Key Personnel List

8. Exhibit H-1 Disclosure of Ownership/Principals is attached.

9. The Parties represent and acknowledge that as of the date of this Amendment No. 1 neither party (i) is in default under the terms of the Contact; (ii) has any defense, set off, or counterclaim to the

enforcement by either party of the terms of the contract; and (iii) is aware of any action or inaction by either party that would constitute a default by either party under the Contract.

10. In the event of a conflict between any provision(s) of the Contract and of this Amendment No. 1, this Amendment No. 1 shall control.

11. In all other respects, the Contract is hereby ratified and confirmed, in full.

12. Counterparts. This Amendment No. 1 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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment No. 1 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

Tonya Kemble, Manager, Purchasing & Contracts Date

Parsons Transportation Group, Inc.

Julia K. Barker, P.E., Vice President Date

ATTEST:

LUANN D. HOLMES, MMC Date

City Clerk

APPROVED AS TO FORM: John S. Ridilla
Deputy City Attorney

John S. Ridilla 6/16/21

Deputy City Attorney Date

CONTRACT AMENDMENT NO. 1

EXHIBIT A-1 SCOPE OF SERVICES

200079-JH Iron Mountain Road – Bradley Road to Thom Blvd

BACKGROUND

On October 21, 2018, Parsons Transportation Group, Inc. entered into an agreement with the City of Las Vegas (City) to provide Engineering Design Services including preparation of contract drawings, special provisions, cost estimates and reports for Iron Mountain Road – Bradley Road to Thom Blvd (Project). A detailed scope of services for the project is included in the Prime Design Services Contract.

The scope of services to be provided under the terms of this Contract Modification consist of the preparation of contract drawings, special provisions, and construction cost estimates for the construction of a Clark County Regional Flood Control District (CCRFCD) conveyance system, identified in the 2018 CCRFCD Master Plan Update as a portion of ID Mile IRMO 0000, through the project limits and discharge into the Las Vegas Wash east of Decatur Blvd.

Following is a scope of services.

101A PRELIMINARY AND GENERAL ITEMS

101.4A Project Permits

101.4.2.3A Nevada State Lands permit

101.7A Section 8 Report

101.7.1A Analysis and Preparation Consultant shall prepare a Section 8 Report evaluating CCRFCD facilities within the project limits to satisfy requirements of the Supplemental Final Environmental Impact Statement (SEIS) for the CCRFCD Master Plan. Project specific procedures include NEPA-based decision processes to assess the potential site-specific impacts associated with a particular facility.

101.7.2A Deliverables: Two (2) copies of the Section 8 Report to City and CCRFCD

102A 30% DESIGN PHASE

102.1.8A Design Topographic Survey Consultant will conduct additional survey as defined in the original contract Task 102.1.8 for the additional area required for the proposed Regional 100 year storm drain east of Decatur to the Las Vegas Wash.

102.5A Geotechnical Investigation Consultant will conduct supplemental geotechnical investigation as defined in the original contract under all tasks defined in Task 102.5 for the additional area required for the proposed Regional 100 year storm drain east of Decatur to the Las Vegas Wash.

103A 70% DESIGN PHASE

103.1.2A 70% Design Phase Plans Consultant will conduct additional design efforts related to upsizing the storm drain system from a 10 year storm drain system to a Regional 100 year storm drain system and include storm drain plan and profiles, lateral plan and profiles, and storm drain details.

103.1.2.27A Deliverables Consultant will include the Regional 100 year storm drain plans in the deliverables as defined in the original contract Task 103.1.2.27.

103.1.3A 70% Design Phase Construction Cost Estimate Consultant will include costs for the Regional storm drain system into the construction cost estimate. The cost estimate will include CCRFCD as a funding source. The revised cost estimate will be included in the deliverable as defined in the original contract Task 103.1.3.6.

103.4A Draft Final Hydraulic Analysis Consultant shall develop detailed hydraulic models for the 100-Year conveyance facilities using HEC-RAS, WSPG or other appropriate computer programs. Hydraulic models and calculations will utilize 2018 MPU flows. 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. This report will also include any information, calculations or models that were revised since the Preliminary Drainage Memo was submitted at the 30% design submittal. The Consultant will provide the Draft Final Hydraulic Analysis deliverable with the 70% Design Deliverable and will include two (2) copies to the City; two copies to City of North Las Vegas, and two copies to Clark County Regional Flood Control District.

103.5A Master Plan Amendment and Presentations Consultant shall prepare a report for Master Plan Amendment (MPA) for CCRFCD based on Draft Final Hydraulic Analysis and cost estimate for new MPU facility using CCRFCD's Cost Estimating Tool. Once approved by CCRFCD, consultant shall prepare for and make MPA presentations, including preparation of graphics, exhibits, and backup information. The following presentation are anticipated:

103.5.1A Regional Flood Control District Citizens Advisory Committee (CAC) - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures
103.5.2A Regional Flood Control District Technical Advisory Committee (TAC) - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures
103.5.3A Regional Flood Control District Board - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures
103.5.4.A City of Las Vegas and/or North Las Vegas City Council – Consultant shall prepare graphic presentation materials and backup information required for agenda items in according with City of Las Vegas or North Las Vegas.

104A 90% DESIGN PHASE

104.1.2A 90% Design Phase Plans This submittal will include further refinement of the Task 103.1.2A. The revised plans will be included in the deliverable as defined in the original contract Task 104.1.2.1.

104.1.3A 90% Design Phase Construction Cost Estimate Consultant will include costs for the Regional storm drain system into the construction cost estimate. The cost estimate will include

CCRFCD as a funding source. The revised cost estimate will be included in the deliverable as defined in the original contract Task 104.1.2.3.

104.1.4A 90% Design Phase Special Provisions Consultant will include in the Project Special Provisions all additional items related to upsizing the storm drain system. All additional items of construction related to the upsizing of the storm drain system on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The additional items will be included in the deliverable as defined in the original contract Task 104.1.4.1.

104.6A Project Funding Presentations Consultant shall prepare for and make Project presentations to any organization or board, including preparation of graphics and backup information. The following presentations are anticipated:

104.6.1A Regional Flood Control District Citizens Advisory Committee (CAC) - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures
104.6.2A Regional Flood Control District Technical Advisory Committee (TAC) - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures
104.6.3A Regional Flood Control District Board - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures

104.6.4A Deliverables: Board attendance; backup materials; presentation materials

105A 100% DESIGN PHASE

105.1.2A 100% Pre-Final (Bond) Submittal The 100% Pre-Final (Bond) Submittal shall include all the elements of 104A. Deliverables will be the same as listed in the original contract under Task 105.1.2.

105.1.3A 100% Final (Mylar) Submittal The 100% Final (Mylar) Submittal shall include all the elements of 105.1.2A. Deliverables will be the same as listed in the original contract under Task 105.1.3.

106A BID PHASE

106.2A Bid Requests and Reponses Consultant to respond to questions and comments raised by bidders during the bidding process related to the upsizing of the storm drain system.

EXHIBIT C-1 PERFORMACE SCHEDULE

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	100	Includes 28 days for City of Las Vegas Review
70% DESIGN PHASE	375	Includes 56 days for City of Las Vegas Review
90% DESIGN PHASE	65	Includes 28 days for City of Las Vegas Review
100% DESIGN PHASE	50	Includes 28 days for City of Las Vegas Review
BID PHASE	90	
CONSTRUCTION PHASE	180	
POST CONSTRUCTION PHASE	30	
TOTAL CALENDAR DAYS TO COMPLETE:	**890**	

IRON MOUNTAIN ROAD - BRADLEY ROAD TO THOM BLVD

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
101A	**PRELIMINARY AND GENERAL ITEMS**	
101.4A	**Project Permits**	
101.4.2.3A	Nevada State Lands Permit	$ 500.00
101.7A	**Section 8 Report**	
101.7.1A	Analysis and Preparation	$ 30,393.90
101.7.2A	Deliverables	$ 2,160.00
102A	**30% DESIGN PHASE**	
102.1.8A	Design Topographic Survey	$ 4,350.00
102.5A	Geotechnical Investigation	$ 10,800.00
103A	**70% DESIGN PHASE**	
103.1.2A	70% Design Phase Plans	$ 14,958.00
103.1.3A	70% Design Phase Construction Cost Estimate	$ 1,614.60
103.4A	Draft Final Hydraulic Analysis	$ 4,093.20
103.5A	Master Plan Amendment and Presentations	$ 2,883.60
103.5.1A	Regional Flood Control District CAC	$ 329.40
103.5.2A	Regional Flood Control District TAC	$ 329.40
103.5.3A	Regional Flood Control District Board	$ 329.40
103.5.4A	City of Las Vegas or North Las Vegas City Council	$ 658.80
104A	**90% DESIGN PHASE**	
104.1.2A	90% Design Phase Plans	$ 9,001.80
104.1.3A	90% Design Phase Construction Cost Estimate	$ 675.00
104.1.4A	90% Design Phase Special Provisions	$ 1,568.70
104.6A	**Project Funding Presentations**	
104.6.1A	Regional Flood Control District CAC	$ 448.20
104.6.2A	Regional Flood Control District TAC	$ 448.20
104.6.3A	Regional Flood Control District Board	$ 448.20
104.6.4A	Deliverables	$ 3,466.80
105A	**100% Design Phase**	
105.1.2A	100% Pre-Final (Bond) Submittal	$ 3,564.00
105.1.3A	100% Final (Mylar) Submittal	$ 448.20
106A	**Bid Phase**	
106.2A	Bid Requests and Responses	$ 677.70
	Total Basic Services - Hours	577
	Total Basic Services - Fee	$ 94,147.10

IRON MOUNTAIN ROAD - BRADLEY ROAD TO THOM BLVD

EXHIBIT E-1 ADDITIONAL SERVICE FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
	ADDITIONAL SERVICES	
	Additional Design Services	**$ 155,852.90**
	Total Additional Services - Hours	**1100**
	Total Additional Services - Fee	**$155,852.90**

EXHIBIT "H"

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 with the City of Las Vegas.

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

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts 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.

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, if any, between the City and the Contracting entity. Upon execution of such contract, 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, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: Parsons Transportation Group Inc	**Services for:** Iron Mountain Road – Bradley Road to Thom Boulevard
Address: 7450 Arroyo Crossing Parkway, Suite 180, Las Vegas, NV 89113	
Telephone: 702-789-2000	**Project Number:**
EIN or DUNS : 36-0982270	

Block 3: Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Parsons Construction Group Inc.	1499 W. 120th Ave., Suite 200, Westminster, CO 80234	303-566-1140
2.	Parsons Corporation	5875 Trinity Parkway, Suite 300, Centerville, VA 20120	703-988-8500
3.	Parsons Transportation Group Inc. is a wholly-owned subsidiary of Parsons Construction Group Inc., a wholly-owned subsidiary of Parsons Corporation. Parsons Corporation is a publicly traded company on the New York Stock Exchange under the ticker symbol PSN.		
4.			

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

Julia V. Barker

VICE PRESIDENT

Name JULIA V. BARKER

Date AUGUST 29, 2019

Subscribed and sworn to before me this 29th dayof August, 2019

Teresa Dolores Decker

Notary Public

TERESA DOLORES DECKER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174001446
MY COMMISSION EXPIRES JANUARY 11, 2021

Disclosure of Ownership/Principals - Continuation

Parsons Executive Officers and Directors
as of January 31, 2019

Name	Position	Since
Charles L. Harrignton	Chairman, Chief Executive Officer, President and Director	May 2008
George L. Ball	Chief Financial Officer	May 2008
Carey A. Smith	Chief Operating Officer	November 2018
Adam W. Taylor	Chief Transformation and Administrative Officer	2018
Michael R. Kolloway	Chief Legal Officer and Secretary	October 2017
Kenneth K. Dahlberg	Director	2011
Mark K. Holdsworth	Director	2006
Steven F. Leer	Director	2013
Tamara L. Ludgren	Director	2011
James F. McGovern	Director	2005
Harry T. McMahon	Director	2018
M. Christian Mitchell	Director	2012
Major General Suzanne M. "Zan" Vautrinout, USAF (ret)	Director	2014

EXHIBIT "H"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts 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.

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, if any, between the City and the Contracting entity. Upon execution of such contract, 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, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: Parsons Transportation Group Inc	**Services for:** Iron Mountain Road – Bradley Road to Thom Boulevard
Address: 7450 Arroyo Crossing Parkway, Suite 180, Las Vegas, NV 89113	
Telephone: 702-789-2000	**Project Number:**
EIN or DUNS : 36-0982270	

Block 3: Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Parsons Construction Group Inc.	1499 W. 120th Ave., Suite 200, Westminster, CO 80234	303-566-1140
2.	Parsons Corporation	5875 Trinity Parkway, Suite 300, Centerville, VA 20120	703-988-8500
3.	Parsons Transportation Group Inc. is a wholly-owned subsidiary of Parsons Construction Group Inc., a wholly-owned subsidiary of Parsons Corporation. Parsons Corporation is a publicly traded company on the New York Stock Exchange under the ticker symbol PSN.		
4.			

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

_____
VICE PRESIDENT

Name JULIA K. BARKER

Date AUGUST 29, 2019

Subscribed and sworn to before me this 29th dayof August, 2019

_____
Notary Public

TERESA DOLORES DECKER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174001446
MY COMMISSION EXPIRES JANUARY 11, 2021

Parsons Executive Officers and Directors
as of January 31, 2019

Name	Position	Since
Charles L. Harrignton	Chairman, Chief Executive Officer, President and Director	May 2008
George L. Ball	Chief Financial Officer	May 2008
Carey A. Smith	Chief Operating Officer	November 2018
Adam W. Taylor	Chief Transformation and Administrative Officer	2018
Michael R. Kolloway	Chief Legal Officer and Secretary	October 2017
Kenneth K. Dahlberg	Director	2011
Mark K. Holdsworth	Director	2006
Steven F. Leer	Director	2013
Tamara L. Ludgren	Director	2011
James F. McGovern	Director	2005
Harry T. McMahon	Director	2018
M. Christian Mitchell	Director	2012
Major General Suzanne M. "Zan" Vautrinout, USAF (ret)	Director	2014

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
17

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Venetta Appleyard

SUBJECT:
For possible action to approve award of Mutual Use Contract No. 210248-HM, Water Treatment Chemicals, for the Water Pollution Control Facility located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: THATCHER COMPANY OF ARIZONA, INC. (Not-to-Exceed $3,000,000 Annually/Total Contract Amount Not-to-Exceed $15,000,000 - Sanitation Enterprise Fund) - Clark County

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $3,000,000 Annually/Total Contract Amount Not-to-Exceed $15,000,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This Contract joins City of Tucson Contract No. 212528-01, which provides for the purchase and delivery of chemicals to aid the water treatment process at the Water Pollution Control Facility. This contract was competitively bid and awarded by the City of Tucson on October 1, 2020. Joining this contract will allow the City to take advantage of the bulk pricing discount available. The contract term is through September 30, 2021 with four (4) one-year renewal options. This requirement is exempt from the competitive bidding process pursuant to NRS 332.195, joinder or mutual use of governmental entity contracts. Thatcher Company of Arizona, Inc. has an office located in Henderson, Nevada.

RECOMMENDATION:
Approve as recommended, with signature authority granted to the Purchasing and Contracts Manager per R-20-2017.

BACKUP DOCUMENTATION:
1. Contract No. 210248-HM

MUTUAL USE CONTRACT

THIS Contract is made and entered into this _____ day of _____, 2021, by and between the City of Las Vegas (the "City"), a municipal corporation in the State of Nevada, and Thatcher Company of Arizona, Inc. (the "Company"), a corporation organized and existing under the laws of the State of Arizona.

RECITALS

WHEREAS, the Company and the City of Tucson (the Originating Government Entity) have entered into that Contract dated October 1, 2020 (Contract No. 212528-01), which provides for purchase and delivery of water treatment chemicals (the "Company Contract"); and

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

WHEREAS, the City desires to use the Company Contract between the Company and the Originating Government Entity or Cooperative Purchasing Organization; and

WHEREAS, the City and Company intend to enter into an agreement between themselves using the terms, conditions and specifications of the Company 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. The following documents are hereby incorporated into this Contract: Exhibit "A", Special Conditions (five (5) pages), attached hereto and made a part hereof, and Exhibit "B" (three hundred forty four (344) pages), the terms, conditions and covenants of the Company Contract, attached hereto and made a part hereof. In the event of a conflict between the specific language set forth in this Contract and Exhibits, this Mutual Use Contract shall take precedence followed by Exhibit "A" and Exhibit "B" in that order.

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

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

4. The Contract Amount shall not exceed $3,000,000.00 per year.

5. This Contract and the rights granted hereunder to the City shall continue in force and effect for the period of time set forth in the Company Contract. This performance period is from the award of the Contract through and including September 30, 2021 and includes the option to renew for four (4) additional one (1) year periods. For the benefit of the City, the City shall provide written notice to the Company of such option extension(s), and the Company may not assume an automatic renewal. Exercise of a one-year option does not commit the City to exercise any further options. The City reserves the right to exercise an option to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the expiration date, for any reason.

   In the event that the Company Contract is terminated for any reason, including the failure of the Originating Government Entity to exercise any or all of the options granted thereunder, the City shall have the right to continue this Contract in force and effect despite such termination, and to exercise any and all of the options which the Originating Government Entity fails to exercise thereunder.

6. The City reserves its right to terminate this Contract and its use of the Company Contract for any reason whatsoever, and such termination shall be effective ten (10) days after written notice is provided to the Company. The City's exercise of its right to terminate herein shall have no effect on the Company Contract between the Company and the Originating Government Entity or Cooperative Purchasing Organization. On the effective date of the termination, the Company shall

terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

7. Any change or modification to the Company Contract between the Company and the Originating Government Entity 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 Contract.

8. Unless the content indicates otherwise, references in the Company Contract to the Originating Government Entity shall be understood and interpreted to refer to the City for purposes of this Contract.

9. 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

10. Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.

11. Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

    The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

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

12. City/Company Representative [CAO - 08/22/2019]

    (a) All routine Company inquiries should be directed to the person identified by the City on the Purchase Order.

    (b) The Company Representative for this Contract is Kyle Peterson, Kyle.Peterson@tchem.com. The Company Representative shall have full authority to act for the Company on all matters arising under or relating to this Contact until written notice to the City is provided by the Company of any change in the person acting in this capacity.

13. Legal Notice [CAO-4/2020]

    (a) Any legal notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY:	Manager, Purchasing and Contracts City of Las Vegas 495 South Main Street, 4th Floor Las Vegas, Nevada 89101-2986 Email: purchasing@lasvegasnevada.gov
FOR THE COMPANY:	Craig Thatcher, President Thatcher Company of Arizona, Inc. P.O. Box 27407 Salt Lake City, UT 84127-0407 Craig.thatcher@tchem.com

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

(c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(d) Routine correspondence should be directed to the City or Company Representative, as appropriate.

14. The Company agrees to provide and maintain insurance coverages as defined in Exhibit "A", Section A-2, Insurance for the entire term of this Contract. Certificates of insurance and other required documents must be received and validated as compliant by the City's designated certificate tracking service prior to City execution of the Contract.

15. Certification - No Boycott: By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

"Boycott of Israel" means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving written notice to Company.

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

CITY OF LAS VEGAS

Tonya Kemble Date
Manager, Purchasing & Contracts

THATCHER COMPANY OF ARIZONA, INC.

6/10/2021
Craig Thatcher, President Date

ATTEST:

LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

6/15/21
Deputy City Attorney Date

EXHIBIT A - SPECIAL CONDITIONS

A-1 Agreement Type

(a) This Contract sets forth the terms and conditions for ordering and delivering of water treatment chemicals to aid in the wastewater treatment (the "Goods") described herein, and the execution hereof by the parties hereto forms a legally binding contract. The City may order, and the Company is obligated to deliver, the Goods in accordance with the terms and conditions of this Contract. This is a non-exclusive Contract.

(b) This Contract covers the need of the City to purchase an estimated quantity of Goods on an annual basis. At the time of execution of this Contract the total quantity of Goods to be purchased cannot be fixed, but will vary based on the annual needs of the City, and the Contract is therefore based on an estimated quantity. The estimated quantity is established based on past annual usages or purchases by the City. Notwithstanding the execution of this Contract, the City is under no obligation to purchase any minimum or maximum quantity of the Goods which are the subject of this Contract.

(c) The City will issue a Blanket Purchase Order subsequent to award of a Contract, and will issue a Standard Purchase Order as actual requirements arise in the manner defined below.

(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 Company. Issuance of a Blanket Purchase Order does not obligate the City to the purchase of any Goods. A Blanket Purchase Order will be identified as such on the face of the Standard Purchase Order, and will reference the Contract number.

(ii) "Standard Purchase Order (or P.O.)" means the administrative document issued by the City to facilitate the ordering of and payment for the Goods purchased pursuant to this Contract. A Standard Purchase Order will be issued for the acquisition of the Goods, specifying a single scheduled delivery or multiple scheduled deliveries of the Goods. Any Standard Purchase Order issued hereunder incorporates the terms and conditions of this Contract.

A-2 Pricing and Payment

(a) The City will pay the Company in accordance with the pricing set forth in Exhibit "B" to this Contract.

(b) Payment to the Company will be made only for the actual quantities of the Goods delivered and accepted by the City, upon receipt of an invoice submitted in accordance with Section A-3, "Invoices".

(c) The prices set forth herein include the costs and expenses associated with delivering and tendering the Goods to the City including, without limitation, expenses for inspection, meeting warranty requirements and complying with all the terms and conditions of this Contract.

A-3 Invoices [CAO-9/2020]

(a) The Company shall timely submit a detailed invoice to the City within 60 (60) days after shipment of Goods for the quantities delivered and accepted. Each invoice shall contain the following information:

(i) the date of the invoice and invoice number;

(ii) the Purchase Order number;

(iii) the Contract Item against which charges are made; and

(iv) the performance dates covered by the invoice.

(b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

The Company shall submit the original invoice to:

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101 – 2986

(c) A duplicate copy of the invoice is to be sent to the City's designated representative at bdasu@lasvegasnevada.gov.

(d) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice.

A-4 Delivery Requirements

(a) Delivery. The delivery point shall be at a location in Las Vegas, Nevada to be provided to Company by City before delivery.

(b) Delivery Coordination. The Company shall provide the City with twenty-four (24) hour notice prior to delivery. All deliveries are to be coordinated with the person identified by the City on the Purchase Order. The City reserves the right to refuse delivery if advance notice is not given.

(c) Delivery Time. The time allotted for delivery of the Goods under the Standard Purchase Order commences on the date the City successfully electronically transmits or faxes the Standard Purchase Order to the Company, or three (3) days after the mailing date of the Standard Purchase Order to the Company. Any Standard Purchase Order issued hereunder incorporates the terms and conditions of this Contract. Failure to meet the delivery time specified shall constitute a breach of contract.

(d) Partial Shipments. Partial shipments will not be permitted unless approved by the person identified by the City on the Purchase Order.

(e) Failure to Deliver. In the event that the Company fails to deliver the Goods in accordance with the terms and conditions of the Contract, the City shall have the option to either terminate the Contract or procure the Goods from another supplier. If the Goods are procured from another supplier, the Company shall pay the City any difference between the Contract price(s) and the price(s) paid to the other supplier plus any and all administrative costs incurred associated with the re-procurement.

A-5 Insurance [CAO-4/2020]

a) The Company 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 Company and the City 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 issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company 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. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

(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 per occurrence and $2,000,000 in the aggregate, for bodily injury, products, completed operations, 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 Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(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 Company and any auto used in 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. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. 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 City or it's designated certificate tracking service if so requested.

c) 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 Company and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail "return receipt requested".

d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000 without the prior written approval of the City.

f) **Companies requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**

g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, 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 Company or charge the replacement insurance costs back to the Company.

h) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain, and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

i) The Company is encouraged to purchase any additional insurance it deems necessary.

The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed, or supervised by the Company.

A-6 Indemnification [CAO-4/2020]

(a) In addition to the insurance requirements set forth in Section A-2, Insurance, and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, companies, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, companies, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, companies, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company 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 City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

A-7 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

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

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

A-9 Modification/Amendment [CAO-7/24/08]

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

A-10 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

A-11 Taxes/Compliance with Laws [CAO-08/01/13]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

A-12 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]

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

A-13 Conflict of Interest (City Officials) [CAO-4/2020]

(a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

A-14 Audit of Records [CAO-5/2/12]

a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

A-15 GOVERNING LAW/VENUE OF ACTION

This Purchase Contract shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

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EXHIBIT B - COMPANY TERMS, CONDITIONS & COVENANTS

LIST OF DOCUMENTS

Section	# Pages
Official Signed Contract No. 212528	338
Contract No. 212528 Award Letter	1
Contract No. 212528 Amendment No. One (1)	3
City of Las Vegas Pricing	1

Contract #212528

Water Treatment Chemicals (Polymers and Misc.)

Table of Contents

1. Thatcher Company of Arizona, Inc. Offer and Acceptance
2. Thatcher Company of Arizona, Inc. Response to Intent to Negotiate
3. City's Request for Intent to Negotiate
4. Thatcher Company of Arizona, Inc. Response to RFP #212528
5. RFP #212528

1. Thatcher Company of Arizona, Inc.
Offer and Acceptance

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 212528
PAGE 62 OF 138
SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

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.

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

Salt Lake City UT 84127-0407
City State Zip

Signature of Person Authorized to Sign

Craig N. Thatcher
Printed Name

President
Title

For clarification of this offer, contact:

Name: Robert Dubel

Title: Account Manager

Phone: (480) 248-4748 mobile

Fax: (623) 691-6502

E-mail: robert.dubel@tchem.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. 212528.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 2nd day of September 2020

As Tucson City Attorney and not personally

Awarded:

This 28th day of September 2020

Nathan Daou

As Director of Business Services and not personally

2. Thatcher Company of Arizona, Inc. Response to Intent to Negotiate

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT

August 17, 2020 Sent this day via email: Robert.Dubel@tchem.com

Robert Dubel
Account Manager
Thatcher Company of Arizona, Inc.
P.O. Box 27407
Salt Lake City, UT 84127-0407

RE: City of Tucson, RFP #212528, Water Treatment Chemicals (Polymers and Misc.) – Intent to Negotiate

Dear Mr. Dubel:

The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City requests the following:

1. The City accepts the following terms and conditions from your proposal:
   a. Special Terms and Conditions, Paragraph 3. Insurance, deletion of Professional Liability coverages.

   The final contract will show this removed.

2. The City requests a revised response to the pricing. Please complete the attached Revised Price Page. Thatcher Company of Arizona, Inc. maintained the previous pricing submitted, but is willing to negotiate future pricing based on the line items awarded. This is a result of the cost to serve; Thatcher Company of Arizona, Inc. is willing to pass on all savings to the City of Tucson as a result of our reduction in the cost to serve. These savings can be realized by full truckload orders, combining multiple line items in one order, lead-times, expanded delivery hours, and accurate forecasting.

3. The City requests additional clarification on the National Freight Charge per Mile -pricing of $3.00 for all categories mentioned in your proposal. In addition, please clarify if this is rail miles or highway miles. Our average truck operational cost is $3.00 per highway mile. This is an estimate for opportunity analysis outside the City of Tucson. In each instance we will analyze the least expensive method for delivery and incorporate the cost into our proposal. In most cases the final quote for opportunities outside the City of Tucson will be the product price plus a transportation fee less than or equal to $3.00 per highway mile. Our total minimum delivery cost is $150 for packaged goods and $450 for bulk shipments.

4. The City requests additional clarification and more detail surrounding the 90-day strategy to market the Master Agreement indicated in the RFP.
   - Announcement to our sales force the continuation of the Omnia cooperative contract.
   - Sales force training of new products added to the contract.
   - Ensure the retention of current accounts purchasing through the Omnia contract that was sponsored by the City of Las Vegas.
   - Partner with Omnia on press release and potential trade publications announcing the new contract.
   - Each Thatcher account manager will contact and set up a strategy session with their Omnia counterpart.
   - Thatcher will review the Omnia cooperative contract with public agencies prior to their submission of RFQ's to avoid competitive bids. In most cases Thatcher account managers will not be compensated for public agency opportunities unless the Omnia contract is utilized. This will incent the usage of the Omnia contract.
   - Thatcher will modify our website per suggestions listed 3.3 viii
   - Thatcher will partner with Omnia marketing to update co-branded marketing materials.
   - Ron Henricksen VP Sales will monitor national opportunities for the Omnia contract.

4.

5. The City requests signatures to the FEMA Special Conditions (pages 10 and 12 of the attached) or written documentation for why these pages cannot be signed.

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BUSINESS
SERVICES
DEPARTMENT

Please submit a written response to my attention via e-mail to Tracy.Garcia@tucsonaz.gov on or before Friday, August 21, 2020 at 2:00 PM. Please contact me via e-mail or at (520) 837-4114 with questions regarding the items above.

Sincerely,

Tracy Garcia
Senior Contract Officer

Cc: Jessica Goforth, Omnia Partners jessica.goforth@omniapartners.com
Fred Flores, Omnia Partners, fred.flores@omniapartners.com

BUSINESS SERVICES DEPARTMENT
SHARED SERVICES – PROCUREMENT
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonprocurement.com

THATCHER COMPANY OF ARIZONA, INC.
6321 SOUTH RAINBOW ROAD, BUCKEYE, AZ 85326
Phone (623) 691-6499
Fax (623) 691-6502

July 22, 2020

City of Tucson Business Services Department
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Attention: Tracy Garcia, Senior Contract Officer

Re: Request for Proposal No. 212528

Dear M. Garcia,

With regard to the insurance provisions for the subject Request for Proposal, specifically provisions under Special Terms and Conditions, Paragraph 3. Insurance, Subparagraph C. regarding minimum insurance limits, Part IV. Professional Liability, we respectfully request exception from the requirement for Professional Liability coverage.

Our proposal is for delivery of chemical products, not professional services. Hence, the requirement for Professional Liability coverage is not applicable.

Your consideration and acceptance of this exception to your requirements would be appreciated.

Cordially,

Craig N. Thatcher
President

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

PRICE PAGE

If responding to the Water Treatment Chemicals portion of this solicitation, complete this Price Page. If only responding to other categories (and not Water Treatment Chemicals), provide pricing as described in Proposal Evaluation Requirements, Section II. Requirements Specific to Evaluation Criteria, item C. Price Proposal. If responding to the Water Treatment Chemicals portion of this solicitation in addition to other categories, complete the Price Page and provide pricing for other categories as indicated in proposal Evaluation Requirements, Section II. Requirements Specific to Evaluation Criteria, item C. Price Proposal.

The quantities appearing in this Price Page for Water Treatment Chemicals are only used as examples for estimated annual usage for a Participating Public Agency. They do not represent the City's actual usage and are not a guarantee of a Participating Public Agency's usage as there is no guaranteed work provided under the Master Agreement.

Example Agency #1:
Aluminum Sulfate 425,000 dry lbs.
Sodium Bisulfite 650,000 dry lbs.
Sodium Hypochlorite 1,300,000 gallons
Sodium Hydroxide 12,000 dry lbs.

Example Agency #2:
Aluminum Sulfate 65,000 dry lbs.
Sodium Bisulfite 210,000 dry lbs.
Sodium Hypochlorite 400,000 gallons
Sodium Hydroxide 75,000 dry lbs.
Citric Acid 30,000 wet lbs.
Liquid Oxygen 395,000 gallons

Example Agency #3
Sodium Bisulfite 29,000 dry lbs.
Sodium Hypochlorite 245,000 gallons

The pricing listed in this Price Page consists of 27 items and items shall be a firm fixed price.

Offeror's Name: Thatcher Company of Arizona, Inc.

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry lbs. (44,000 "as is" lbs.)	500,000	Dry lbs	$ 0.1639	$ 0.0389	$ 0.2028	$ 3.00
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs.	25,000	Dry lbs	$ 0.1186	$ 0.0814	$ 0.20	$ 3.00

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 dry lbs. (45,000 "as is" lbs.)	900,000	Dry lbs	$ 0.2955	$ 0.2225	$ 0.518	$ 3.00
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 gal	2,000,000	Gal	$ 0.87	$ 0.53	$ 1.40	$ 3.00
5.	Sodium Hydroxide Minimum Shipping Quantity 44,000 lb.s	85,000	Wet lbs	$ 0.1575	$ 0.0245	$ 0.182	$ 3.00
6.	Ammonia, Anhydrous Minimum Shipping Quantity 44,000 lbs.	10,000	Wet Dry lbs	$ 0.2874	$ 0.0926	$ 0.38	$ 3.00
7.	Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	10,000	Dry lbs	$ 0.6705	$ 0.4874	$ 1.1579	$ 3.00
8.	Chlorine Minimum Shipping Quantity 44,000 lbs.	10,000	lb. Gal	$ 0.279	$ 0.051	$ 0.33	$ 3.00
9.	Copper Sulfate Minimum Shipping Quantity 42,000 lbs.	10,000	Dry lbs	$ 1.623	$ 0.072	$ 1.695	$ 3.00
10.	Ferric Sulfate Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 0.1948	$ 0.185	$ 0.38	$ 3.00
	10% Iron "as is" lbs.						
	12% Iron Minimum: 44,000 "as is" lbs.		Dry lbs	$ 0.1957	$ 0.1543	$ 0.35	$ 3.00
	13% Iron Minimum: 44,000 "as is" lbs.		Dry lbs	$ 0.1883	$ 0.1425	$ 0.3308	$ 3.00

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
11.	Sodium Fluoride Minimum Shipping Quantity_____	10,000	Dry lbs	$ No Bid	$ No Bid	$ No Bid	$ No Bid
12.	Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 1.3844	$ 0.0213	$ 1.4057	$ 3.00
13.	Hydorfluosilicic Acid Minimum Shipping Quantity 10,120 dry lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 1.3844	$ 0.0213	$ 1.4057	$ 3.00
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 0.121	$ 0.069	$ 0.19	$ 3.00
15.	Lime Hydrated Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 0.151	$ 0.069	$ 0.22	$ 3.00
16.	Pebble Quicklime Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 0.121	$ 0.069	$ 0.19	$ 3.00
17.	Polyaluminum Chloride Minimum Shipping Quantity 44,000 lbs.	10,000	Wet Dry lbs	$ 0.2574	$ 0.0926	$ 0.35	$ 3.00
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 lbs.	10,000	Wet Dry lbs	$ 0.2574	$ 0.0926	$ 0.35	$ 3.00

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
19.	Polyphosphate Minimum Shipping Quantity 44,000 lbs.	10,000	Wet Dry lbs	$ 0.3274	$ 0.0926	$ 0.42	$ 3.00
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 lbs.	10,000	Dry lbs	$ 2.0009	$ 0.0991	$ 2.10	$ 3.00
21.	Powder Activated Carbon Minimum Shipping Quantity 40,000 lbs.	10,000	Dry lbs	$ 0.46	$ 0.09	$ 0.55	$ 3.00
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 1.0454	$ 0.0246	$ 1.07	$ 3.00
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 lbs.	10,000	Wet Dry lbs	$ 0.318	$ 0.112	$ 0.43	$ 3.00
24.	Sulfuric Acid Minimum Shipping Quantity 40,920 lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 0.0918	$ 0.0265	$ 0.1183	$ 3.00
25.	Zinc Orthophosphat Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 1.466	$ 0.06	$ 1.526	$ 3.00
26.	Citric Acid Minimum Shipping Quantity 44,000 lbs.	31,700	Wet Lbs.	$ 0.4074	$ 0.0926	$ 0.50	$ 3.00

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
27.	Liquid Oxygen Minimum Shipping Quantity_____	396,000	Gal	$ No Bid	$ No Bid	$ No Bid	$ No Bid

* Charge per UOM Mile shall be established as distance from Offerors closest distribution facility.

PAYMENT TERMS: 0 Percent / NET30 Days

DELIVERY TIME: Delivery times will vary by product and location and are negotiable on a product by product basis.

NOTE: EXCEPTIONS TO BID
The Offeror must list on a separate sheet of paper any exceptions to the conditions of this RFP. This sheet must be labeled, "Exceptions to RFP Conditions", and must be submitted as part of Offeror's response. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. **ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.**

**NOTE: Applicable taxes not included. Appendix A forms part of our proposal.

THATCHER COMPANY OF ARIZONA, INC.
P.O. Box 27407, Salt Lake City, UT 84127-0407

Phone (623) 691-6499
Fax (623) 691-6502

Price Change Process

Thatcher Company of Arizona, Inc. (herein referred to as "Thatcher") has responded to all the products listed in the RFP except for liquid oxygen. The array of RFP products is a combination of chemicals Thatcher manufactures and chemicals purchased from other direct manufacturers. A 3rd party indicator does not exist that will appropriately monitor cost increases or decreases in the general chemical market without providing risk to Thatcher or City of Tucson/OMNIA. This applies to individual chemicals as well.

Our goal at Thatcher is to partner with organizations who desire the success of both entities. When our costs decrease, we want to extend the savings to our customers. When our costs increase, we do not want to risk providing chemicals at a financial loss. To accomplish this goal, we propose the following:

- Prices quoted for this RFP are firm for the first 6 months of the contract.
- After each 6-month period:
  - Prices will decrease, increase, or remain unchanged based upon the actual cost change. Most of the chemicals in the RFP typically experience minor fluctuations in price.
  - Documentation will be provided for price changes where it exists (supplier letters etc.)
  - Prices will be reviewed each 6 months throughout the duration of the contract extensions (if exercised).

We look forward to a mutually beneficial relationship with the City of Tucson and OMNIA. The process outlined will ensure Thatcher can pass along actual price savings to the contract entities and protect Thatcher from unprofitable transactions.

Thatcher looks forward to further discussion to answer your questions and develop a mutually beneficial price change process.

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Methanol Minimum Shipping Quantity_____	7000	Gal	$ 1.11	$ .48	$ 1.59	$ 3.00
2.	Mississippi Lime Minimum Shipping Quantity_____	48,000	Lbs	$ .115	$ .1550	$ .27	$ 3.00
3.	T-Floc 1417 Minimum Shipping Quantity_____	32,900	Lbs	$ .4267	$ .0253	$ .4520	$ 3.00
4.	Calcium Hypochlorite 3" Tabs Minimum Shipping Quantity_____	48,000	Dry lbs	$ 1.936	$ .1740	$ 2.11	$ 3.00
5.	Anhydrous Ammonia Refrig -Grade Minimum Shipping Quantity_____	17.5	Tons	$ .275	$ .1250	$ .40	$ 3.00

**NOTE: Applicable taxes not included. Appendix A forms part of our proposal.

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and Implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for 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 awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) 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 Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: **THATCHER COMPANY OF ARIZONA, INC.**

Address, City, State, and Zip Code: P. O. Box 27407, Salt Lake City, UT 84127-0407

Phone Number: (480) 248-4748 mobile Fax Number: (623) 691-6502

Printed Name and Title of Authorized Representative: Craig N. Thatcher, President

Email Address: craig.thatcher@tchem.com

Signature of Authorized Representative: _____ Date: July 28, 2020

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers,

employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity
A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy
A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps
For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements
When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements
If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any,

paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such

direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

   (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

   (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

   (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

   (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

   a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program,

Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and

2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

   a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

   b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

   c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

   d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Thatcher Company of Arizona, Inc. **, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.**

Craig N. Thatcher

Signature of Contractor's Authorized Official

Craig N. Thatcher, President

Name and Title of Contractor's Authorized Official

July 28, 2020

Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

11. Additional FEMA Requirements.

    a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

    b. Changes.

    To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

    c. Access to Records.

    All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

    d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

    a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

    b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

    a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

    b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and

Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

    a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

    a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

    b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name:
Thatcher Company of Arizona, Inc.

Address, City, State, and Zip Code:
P. O. Box 27407, Salt Lake City, UT 84127-0407

Phone Number: (480) 248-4748 mobile Fax Number: (480) 691-6502

Printed Name and Title of Authorized Representative: Craig N. Thatcher, President

Email Address:
craig.thatcher@tchem.com

Signature of Authorized Representative: 

Date: July 28, 2020

3. City's Request for Intent to Negotiate

CITY OF TUCSON

BUSINESS SERVICES DEPARTMENT

August 17, 2020 Sent this day via email: Robert.Dubel@tchem.com

Robert Dubel
Account Manager
Thatcher Company of Arizona, Inc.
P.O. Box 27407
Salt Lake City, UT 84127-0407

RE: City of Tucson, RFP #212528, Water Treatment Chemicals (Polymers and Misc.) – Intent to Negotiate

Dear Mr. Dubel:

The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City requests the following:

1. The City accepts the following terms and conditions from your proposal:
   a. Special Terms and Conditions, Paragraph 3. Insurance, deletion of Professional Liability coverages.

   The final contract will show this removed.

2. The City requests a revised response to the pricing. Please complete the attached Revised Price Page.

3. The City requests additional clarification on the National Freight Charge per Mile pricing of $3.00 for all categories mentioned in your proposal. In addition, please clarify if this is rail miles or highway miles.

4. The City requests additional clarification and more detail surrounding the 90-day strategy to market the Master Agreement indicated in the RFP.

5. The City requests signatures to the FEMA Special Conditions (pages 10 and 12 of the attached) or written documentation for why these pages cannot be signed.

This Notice of Intent to Negotiate is not an intent to award a contract and does not establish a contractual relationship between the firm and the City and Omnia Partners. In the event that the City and Omnia Partners are not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.

Please submit a written response to my attention via e-mail to Tracy.Garcia@tucsonaz.gov on or before Friday, August 21, 2020 at 2:00 PM. Please contact me via e-mail or at (520) 837-4114 with questions regarding the items above.

Sincerely,

BUSINESS
SERVICES
DEPARTMENT

Tracy Garcia
Senior Contract Officer

Cc: Jessica Goforth, Omnia Partners jessica.goforth@omniapartners.com
Fred Flores, Omnia Partners, fred.flores@omniapartners.com

4. Thatcher Company of Arizona, Inc. Response to RFP #212528

CITY OF TUCSON
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	**212528**
PROPOSAL DUE DATE:	**AUGUST 3, 2020, AT 2:00 P.M. LOCAL AZ TIME**
MATERIAL OR SERVICE:	**WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)**
PRE-PROPOSAL CONFERENCE DATE:	**JULY 17, 2020**
TIME:	**10:30 a.m.**
LOCATION:	**https://teams.microsoft.com/l/meetup-join/RFP212528_Water_Treatment_Chemicals_pre-proposal_conference** +1 213-293-2303 United States, Los Angeles (Toll) Conference ID: 258 273 029#
CONTRACT OFFICER:	**TRACY GARCIA**
TELEPHONE NUMBER:	**(520) 837-4114** **Tracy.Garcia@tucsonaz.gov**

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. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, or to update an existing vendor record, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration to access the City's vendor registration system. You may also call the Shared Services Procurement Division of the Business Services Department at (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received electronically by the Business Services Department at https://www.tucsonaz.gov/bso/ until the date and time cited.

Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

It is the sole responsibility of the Bidder to submit their Bid before the scheduled time, as reflected in the City's online bidding system. No Bid shall be accepted after the scheduled opening time.

Questions must be addressed to the Contract Officer listed above.

TLG

PUBLISH DATE: JULY 1, 2020

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

INTRODUCTION

The City of Tucson is requesting proposals from qualified and experienced firms to provide **WATER TREATMENT CHEMICALS (POLYMERS AND MISC.).**

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 supplies and materials.

National Contract

The City of Tucson, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Attachment A contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over $100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment A).

The City of Tucson anticipates spending approximately $1.25 Million over the full potential Master Agreement term for Water Treatment Chemicals. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Water Treatment Chemicals purchased under the Master Agreement through OMNIA Partners Public Sector is approximately $65 Million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

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SCOPE OF WORK

1. WATER TREATMENT CHEMICALS

A. GENERAL REQUIREMENTS

These requirements are broad for the City and Participating Public Agencies utilizing the Master Agreement outside of the City.

Contractor(s) warrant that chemicals provided as a result of this RFP:

i. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals;
ii. Conform to the general chemical specifications contained herein;
iii. Are suitable for wastewater treatment;
iv. Are free from adulterants or impurities of any kind; and
v. The specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.

If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the utilizing agency, then the Contractor shall at no additional cost to the City or Participating Public Agencies, promptly replace with item that meets specifications.

Contractor(s) understand and acknowledge that the City and other Participating Public Agencies provide services essential to the health and welfare of the public. Failure of a Contractor to provide contracted chemicals may jeopardize the City and Participating Public Agencies' ability to provide timely services, which may affect the health and welfare of the public served by the City and Participating Public Agencies. In the event of product shortages at any point from production to delivery, Contractor(s) agree and affirm that the City and Participating Public Agencies will be given the earliest possible notice and the highest priority for allocation of the chemicals listed herein. To the extent the Contractor(s) must prioritize and/or allocate delivery among its customers, the requirements of the City and Participating Public Agencies under this Master Agreement will be honored before chemicals are provided to a customer with no such obligations.

The Contractor(s) is/are responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the Master Agreement. Failure to maintain compliance as specified in this paragraph or elsewhere in this RFP shall constitute a breach of contract.

The City and Participating Public Agencies reserve the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the City and Participating Public Agencies specifications will be sufficient reason for rejection of the shipment. Should a shipment be rejected, the Contractor(s) shall remove all non-conforming chemicals at its sole cost. Upon notice of rejection of a shipment, the Contractor(s) shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event a Contractor is unable to promptly furnish the chemical of the acceptable quality; the Participating Public Agencies will obtain the chemical elsewhere. Any reasonable additional cost incurred by the City or Participating Public Agencies will be charged to the Contractor either as a credit against an outstanding invoice or billed to the Contractor for immediate payment.

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B. DELIVERY

a. DELIVERY TIME: Chemicals are to be delivered on an as-needed basis to the City of Tucson **within two days of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order. Sodium hypochlorite solution deliveries are expected to be required twice each week, including weekends and holidays, with the possibility of being required three times per week during high-demand periods. Minimum order quantities will be:

   i. minimum of 4,000 (four thousand) gallons of 20% sodium hydroxide
   ii. minimum of 3,500 (three thousand five hundred) gallons of 12% sodium hypochlorite
   iii. minimum of 2 (two) buckets (55-lb. buckets) of calcium hypochlorite tablets

b. DELIVERY INSTRUCTIONS: The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended).The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of gallons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply. Do not assume an air supply will be provided. Unloading air pressure shall not exceed 20 psi. The driver shall wear all appropriate PPE during the entire unloading process and is required to stay with the vehicle during the entire unloading process. The Contractor shall insure all hoses used in unloading of chemicals are in good condition. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.

c. The City and each Participating Public Agencies will establish their own delivery schedule based upon its own requirements and the Contractor's specified time to deliver after receipt of an order. Failure to honor delivery schedules may result in damages to the City or the Participating Public Agency. The City or Participating Public Agency may at their own option and convenience cure late, partial, or missing deliveries in any manner allowed to them by their terms and conditions that best resolves the shortage. The Contractor(s) is/are liable for any and all reasonable costs incurred by the City or a Participating Public Agency due to such failures and can also recover any additional losses by deducting the outstanding amount from unpaid invoices.

   If the Homeland Security Advisory System places the waste/drinking water industry in Codes Orange or Red, all deliveries shall be between the designated hours at the City or Participating Public Agencies for that code status. A Contractor(s) will be required to follow prescribed delivery methods and regulations during the Code Orange or Red status.

   The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City and each Participating Public Agency. Failure to deliver at the time specified, or as amended in writing by the City or Participating Public Agency or failure to make replacements of rejected chemicals shall constitute a breach of contract.

   Contractor(s) shall comply with all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any State or local requirements. Chemical containers supplied by the Contractor(s) shall be the sole responsibility of the Contractor(s) at all times and in any circumstance. The City and Participating Public Agencies will not pay demurrage or other charges unless the City or Participating Public Agency requests that the Contractor(s) leave the container beyond the delivery date. The control number shall be provided to the treatment plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the City or Participating Public Agency may be cause for refusal of the delivery.

All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

- Contractor(s) Name
- Purchase Order and Call Order Number (release number)
- Date of Delivery and Date of Order
- Materials Furnished
  - Quantity, unit price and extension of each item, and total in accordance with the contract
- Name of authorized representative ordering supplies

A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City or Participating Public Agency, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City or Participating Public Agency which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.

Agencies have the right to refuse delivery if chemical packaging is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

All chemicals will be delivered F.O.B. destination as prescribed by the awarded price/freight schedule. Delivery free period shall be prescribed by the City or Participating Public Agency and hours of delivery will be determined by the City or each Participating Public Agency.

C. MSDS REPORTS

The following MSDS related documentation must be furnished to the City or each Participating Public Agency upon request:

i. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
ii. National Sanitation Foundation certification for the quoted chemical.
iii. Chemical certificate of analysis for all chemicals.

D. GENERAL CHEMICAL DESCRIPTIONS

The type and general description of chemicals are provided in this section. These are meant to be an overview of the types of chemicals that are available under the Master Agreement. The City and/or Participating Public Agencies specifics will need to be taken into consideration on a case by case basis upon their agreement to utilize the Master Agreement.

i. Ammonia, Anhydrous

The product furnished shall be chemically pure anhydrous, 99.98% free ammonia, free from impurities, which might cause hazards or stoppage of the operation of standard ammonia feed equipment.

ii. Ammonium Hydroxide

Chemical strength shall be at a minimum 20%

iii. Chlorine

The product furnished shall be chemically pure anhydrous, 99.5% by volume free chlorine, free from impurities, which cause hazards, or stoppage in the operation of standard chlorinating equipment. The Contractor(s) at a minimum shall adhere to the recommendations in the current edition of the Chlorine Institute's Pamphlet 17 Packaging and Shipping Plant Safety and Operational guides for receiving, inspecting, testing and reconditioning chlorine cylinders, ton containers, valves and fusible plugs.

iv. Copper Sulfate

Copper Sulfate shall be standard commercial fine crystal grade of copper sulfate pentahydrate containing at least 99% of CuSo4.5H20. The percentage of elemental copper shall not be less than 25% and insoluble matter shall not exceed 0.5%. Certification or quality assurance of mesh size must be provided.

v. Ferric Sulfate

Ferric sulfate solution is a reddish brown liquid that is manufactured from a high purity, mined magnetic iron ore, virgin sulfuric acid, water, and liquid oxygen. The solution must comply with the AWWA standard for ferric sulfate (B406) and is NSF/ANSI Standard 60 certified for use in potable water and municipal and industrial wastewater.
The following types should be provided:

(a) Ferric Sulfate 10% Fe

(c) Appearance	Dark Liquid
(d) Fe (III)	10.25 ± 0.25%
Fe (II)	< 0.15%
Specific Gravity (25°C)	1.44 typical
pH	< 2
Free Acid	< 0.25%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

(b) Ferric Sulfate 12% Fe

Appearance	Dark Liquid
Fe (III)	12.2 -13.0%
Fe (II)	< 0.1%
Specific Gravity (25°C)	1.55 typical
pH	< 2
Free Acid	< 0.25%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

(c) Ferric Sulfate 13% Fe

Appearance	Dark Liquid
Fe (III)	13.0 ± 1%
Fe (II)	< 0.15%
Specific Gravity (25°C)	1.6 typical
pH	< 2
Free Acid	< 0.5%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

vi. Sodium Fluoride

It is a white odorless material available either as a powder or in the form of crystals of various sizes.

vii. Fluorosilicic Acid

Fluorosilicic Acid is a 20 to 35 percent aqueous solution. It is a colorless to straw yellow, transparent, fuming, corrosive liquid. It has a pungent odor and irritating action on the skin.

viii. Hydorfluosilicic Acid

The product furnished shall not be less than 23% solution Hydorfluosilicic acid H2SiF6.

ix. Lime Foundry Quick Grade

The quick lime shall consist essentially of calcium oxide with a lesser amount of magnesium oxide. Material shall contain a minimum of 85% available calcium oxide. The insoluble matter shall not exceed 2% by weight. Material is to be crushed and screened so that none shall be retained on a 5/16" sieve. Not more than 2%, 15%, 80% by weight shall bass a No. 20, No. 14, No. 6 US standard sieve, respectfully.

x. Lime Hydrated

The hydrated lime shall be white in color, dry, and the best quality. Water soluble calcium oxide equivalent shall not be less than 68% CaO by weight. Insolubles shall not exceed 5% by weight. The lime shall contain no magnesium in excess of an amount equivalent to 1-1/2% of magnesium oxide MgO.

xi. Pebble Quicklime

The quicklime shall consist essentially of calcium oxide with a lesser amount of magnesium oxide. Quick lime shall be supplied in pulverized for known as granular type. It shall be of best quality, highly reactive, freshly burned, substantially free of core, as dirt or unburned stone. The lime to be used for post lime treatment shall be high calcium granular suitable for conditioning wastewater treatment plant sludge and for pH and alkalinity control in the water treatment process. Material shall contain a minimum of 90% available calcium oxide, and shall be the quality known as "quick slaking", readily disintegrating into a suspension without objectionable amounts of un-dissolved or un-slaked materials. Insoluble matter shall not exceed 2% by weight. It shall not contain floating insoluble particles that are of a nature that cannot be captured and retained by the slaker grit removal system which operates on the basis of gravity separation. For each delivery, Contractor(s) shall provide a certification of analysis of the following: slaking test, objectionable insoluble matter test, gradation test, loss of ignition test and available calcium oxide test. The slaking rate shall be that a temperature of 40◦C shall occur in 3 minutes or less and the reaction shall be complete within 6 minutes regardless of the calcium oxide content. Material is to be crushed and screened so that none shall be retained on a ¼" sieve screen and not more than 25% passing a No. 100 US standard mesh screen and shall contain no mineral or organic substances in quantities that will adversely affect the percent available calcium oxide when tested in accordance with AWWA Standard for Quicklime and Hydrated Lime. The method employed to test materials furnished under this contract shall conform to AWWA Standard B202-93, or the latest revisions, unless otherwise noted by Participating Public Agency.

xii. Polyaluminum Chloride or Polyaluminum Hydroxychlorosulfate

Aluminum salts used in coagulation and sedimentation processes. The Polyaluminum chloride must be liquid in form and easily applied via metering pumps. It shall not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog flow regulating valves and appurtenances or accumulate as sludge in the storage tanks. Contractor(s) will be responsible for removing (at their expense) excessive PACL residual accumulations from the storage tanks at the water treatment plants. The polyaluminum chloride (PACL) must be completely water soluble and not significantly depress the treated water pH. The pH of the liquid PACL solution must be greater than 2.3. Aluminum concentration (expressed as % of Al203) shall exceed 9%. Basicity shall exceed 70%. Sulfates (expressed as % SO4) shall be minimum of 1.7% Freezing temperature shall be less than -12◦C. Unless Contractor supplies two approved PACL products:

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a. for the winter season with a freezing temperature less than -12◦C

b. for the rest of the contract period with a freezing temperature less than 0◦C
Polyaluminum chloride shall not emit any organic odors. Poly aluminum chloride must not contain any amounts of natural or synthetic polymers. Suppler must be capable of providing technical support, including on-site jar testing and training as specified by the plant operators. The Contractor's technical support person(s) shall be available for on-site technical support within 24 hours of notification. Such technical person(s) name, experience related to using PACL, as a primary coagulant in drinking water treatment plants. Home/office address and telephone numbers will need to be provided to each Participating Public Agency for their local area. Contractor must be capable of providing technical support, including on-site jar testing and training as specified by individual plant operations.

xiii. Polyphosphate

For corrosion control and reduction of soluble lead in drinking water

xiv. Potassium Permanganate

Chemical must be free flowing grade with KMnO4 content of 97% or higher with a bulk density of approximately 100 pounds per cubic foot. The bulk density shall be relatively dust free in handling. The specific gravity will be equal to 1.039 of a 6% solution by weight at 68◦F/20◦C. The chemical must be stable in storage for at least three years

xv. Powder Activated Carbon

As prescribed in AWWA Standard B600-05.

xvi. Sodium Hexametaphosphate

The material shall be supplied in granular form-approximately 95% finer than US sieve #4 and 95% larger than US sieve #12.

xvii. Sodium Permanganate

Similar to potassium permanganate, liquid in form NaMnO4

xviii. Sulfur Dioxide

The product furnished shall be chemically pure 99.98% Sulfur Dioxide, free from adulterants or impurities. Oil and other residue content shall not exceed 60◦F (15.5◦C) shall not exceed 100 ppm. Acidity shall not exceed 20 ppm. Typical physical and chemical properties shall be:

a. Vapor Pressure at 60◦F (15.5◦C) (of gas) 40.3 psi
b. Specific Gravity (liquid) at 60◦F (15.5◦C) 1.39
c. Boiling point at 1 atm 14◦F (-10◦C)
d. Solubility in water at 60◦F (15.5◦C) & 1 atm 11.7% by wt.
e. Color shall be water white

xix. Sulfuric Acid

Chemical strength shall be 93% and chemical shall be 66◦ Baum.

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xx. Zinc Orthophosphate

The product furnished shall conform to the following content:

a. Color-water white
b. Odor-none
c. Density-11.4
d. Chlorine demand-none
e. Zinc Concentration- 3% as Zn +/-0.5%
f. Phosphate concentration- 33% as PO4 +/-0.5%
g. Phosphate to Zinc ration- 11 : 1

xxi. Citric Acid

The product furnished shall conform to the following content:

a. 50% solution, bulk delivery

xxii. Liquid Oxygen

The product furnished shall conform to the following content:

a. Oxygen Purity: ≥ 99.5% by weight
b. Specific Gravity at 1 atmosphere: ≈1.14
c. Dew Point: < -82° F
d. Water content: < 6.6 ppmv
e. THC (as methane): < 25 ppmv
f. Particulate size: < 10 micron (filtered)
g. The LOX shall conform to the American Water Works Association (AWWA) Standard B304-08, “Liquid Oxygen for Ozone Generation for Water, Wastewater, and Reclaimed Water Systems”.
h. The LOX shall conform to the Compressed Gas Association (CGA), Specification G-4.3 (most recent edition) for quality verification level of Grade D or better Type II liquid oxygen.
i. The LOX shall contain no soluble organic or inorganic substances in quantities capable of producing deleterious or injurious effects on health of those coming into contact with the treated water.

E. TECHNICAL SPECIFICATIONS

i. For Aluminum Sulfate (Alum)

a. General

The Contractor(s) shall ensure all loads of Liquid Aluminum Sulfate meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Aluminum Sulfate transferred by the Contractor(s) into the City’s or Participating Public Agency’s storage vessels.

If an Offeror is responding to the Water Treatment Chemical portion of this solicitation, Offeror shall provide unit cost in $/lb. of “dry alum”. For the purposes of these Specifications, “dry alum” is $Al_2(SO_4)_3 \cdot 14H_2O$.

The Contractor(s) shall bill by weight of dry alum delivered in lb. The Contractor(s) shall calculate the weight of dry alum delivered in each shipment, and the extended cost of each shipment as follows:

1. wt. of dry alum in ship, in lb = (wt. of Liq. Alum. Sulf. in ship, in lb.) (dry alum conc., in %, by wt.)
2. cost of shipment, in $ = (wt. of dry alum in shipment, in lb)(unit cost, in $/lb of dry alum)

The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following (unless specified otherwise by City or Participating Public Agency):

1. date of delivery
2. Bill of Lading Number, or other mechanism to definitively link the invoice to a delivery
3. the net weight of Liquid Aluminum Sulfate delivered in pounds
4. the weight percentage of dry alum in the Liquid Aluminum Sulfate delivered
5. the weight of dry alum in the shipment, in pounds
6. the cost of the shipment, in dollars

b. Compliance with Standards

1. The Liquid Aluminum Sulfate shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B403, Aluminum Sulfate - Liquid, Ground, or Lump except as modified or supplemented herein. Non-conformance with ANSI/AWWA B403 shall constitute sufficient grounds for immediate termination of the Liquid Aluminum Sulfate contract for breach.

2. The Liquid Aluminum Sulfate shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The Contractor(s) shall provide evidence of this certification prior to award.
3. If ANSI/NSF Standard 60 certification for Liquid Aluminum Sulfate is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Aluminum Sulfate contract for breach.

4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. The Liquid Aluminum Sulfate shall be produced from ore, not from reclaimed aluminum metal.
2. During the life of the Master Agreement, the Contractor(s) shall notify the City or Participating Public Agency of any changes in the manufacturing of the Liquid Aluminum Sulfate that may impact quality. One item of particular concern are manufacturing processes or materials impacting the concentration of impurities. The Liquid Aluminum Sulfate shall be of such clarity as to permit the reading of flow-measuring devices without difficulty.

3. The Liquid Aluminum Sulfate shall contain water-soluble aluminum of not less than 4.23% as Al, or 8.0% as Al_2O_3, by weight. The literature specific gravity of Liquid Aluminum Sulfate at the minimum concentration is 1.32.

4. The Liquid Aluminum Sulfate shall contain less than or equal to 0.2% water-insoluble matter by weight.

5. The Liquid Aluminum Sulfate shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. A Contractor shall reimburse the City or Participating Public Agency(s) for any damages or costs incurred from any foreign material or impurity.

6. The Liquid Aluminum Sulfate shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Liquid Aluminum Sulfate, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this Master Agreement.

   Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Aluminum Sulfate supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

7. The Liquid Aluminum Sulfate supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

8. Notwithstanding any other requirements of this specification, the concentration of certain metals in the Liquid Aluminum Sulfate shall be limited as follows:

Impurity	**Maximum Concentration in mg/kg**	**Maximum Reporting Detection Limit in mg/kg**
total antimony	250	50
total arsenic	200	40
total barium	3000	600
total beryllium	200	40
total boron	250	50
total cadmium	5	1
total chromium	100	20
total copper	10	2
total iron	1000	200
total lead	5	1
total manganese	200	40
total mercury	0.02	0.004
total molybdenum	10	2
total nickel	40	8
total selenium	5	1

Impurity	Maximum Concentration in mg/kg	Maximum Reporting Detection Limit in mg/kg
total silver	40	8
total thallium	25	5
total zinc	100	20

9. The City and Participating Public Agencies reserves the right to add other impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

10. Any water used to make up the liquid Aluminum Sulfate must contain less than 20 μg of per chlorate/L.

11. Before the initial delivery, Contractor(s) shall sample the Liquid Aluminum Sulfate from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. production lot number,
    B. date of manufacture,
    C. specific gravity, at 20 °C
    D. equivalent aluminum oxide concentration, in % Al_2O_3, by weight,
    E. aluminum concentration, in % Al, by weight,
    F. dry alum concentration, , in % $Al_2(SO_4)_3 \cdot 14H_2O$, by weight
    G. free acidity, in % H_2SO_4, or basicity, in % Al_2O_3, by weight
    H. water-insoluble matter concentration, in %, by weight, and
    I. all of the metals in the table above, in mg/kg (Note: The reporting detection limit for each metal must be less than or equal to the maximum reporting detection limit listed in the table above.)

12. The Contractor(s) shall supply the requesting Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed and dated by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Aluminum Sulfate (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the Liquid Aluminum Sulfate contained less than 20 μg per chlorate/L. Contractor(s) may use analytical data generated by the Contractor(s) of the make up water(s) or may collect and analyze samples of the make up water(s). The determination of per chlorate must be performed by the ion chromatographic method.

13. The Contractor(s) shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Aluminum Sulfate that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The

Contractor(s) shall submit each calendar quarter's report to the City or Participating Public Agency on or before the last day of that calendar quarter.

14. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of a Contractor to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following (or as indicated by City or Participating Public Agency):

   A. date of delivery,
   B. bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Aluminum Sulfate in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Aluminum Sulfate in the delivery vehicle in pounds

   The dry weight in pounds must match what the dry weight in pounds will be on the Contractor's Invoice.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Contractor(s) shall present the Certificate to the WPCF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:

   A. production lot number,
   B. date of manufacture,
   C. specific gravity, at 20 °C
   D. equivalent aluminum oxide concentration, in % Al_2O_3, by weight,
   E. aluminum concentration, in % Al, by weight,
   F. dry alum concentration, , in % $Al_2(SO_4)_3 \cdot 14H_2O$, by weight
   G. free acidity, in % H_2SO_4, or basicity, in % Al_2O_3, by weight
   H. water-insoluble matter concentration, in %, by weight,

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. Offeror(s) shall include any charges for the Certificates in their price submitted as part of their response to this solicitation.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Aluminum Sulfate to the City or Participating Public Agency as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

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3. The Contractor(s) is/are expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Aluminum Sulfate delivered in pounds. Unless otherwise stated by the City or Participating Public Agency: the City and/or the Participating Public Agency shall assume the weight of the Liquid Aluminum Sulfate delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Aluminum Sulfate in the delivery vehicle; and the Contractor(s) shall also ensure the complete transfer of Liquid Aluminum Sulfate from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

5. The Liquid Aluminum Sulfate shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Aluminum Sulfate shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

7. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Aluminum Sulfate in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment and shall not use the City's or Participating Public Agency's equipment (unless stated otherwise). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

8. The driver shall follow all City or Participating Public Agency's security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

9. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City and Participating Public Agencies reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Aluminum Sulfate is delivered.

10. The City and Participating Public Agencies reserve the right to subject samples of the Liquid Aluminum Sulfate to analysis to determine if the Liquid Aluminum Sulfate meets the City's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public

Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Aluminum Sulfate, the Contractor(s) shall remove and replace any and all non-conforming Liquid Aluminum Sulfate within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the Liquid Aluminum Sulfate and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

11. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

ii. For Soda Ash (Sodium Carbonate, Dry)

a. General

1. The Contractor(s) shall ensure all loads of Soda Ash meet the all requirements of this Master Agreement and these specifications. All specifications apply to the Soda Ash transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) submitting for Water Treatment Chemicals, shall submit unit and extended costs in $/lb. of Na_2CO_3 (dry) as part of their response to this solicitation.

3. Contractor(s) shall bill by weight of Na_2CO_3 delivered in lb.

4. Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

A. date of delivery,
B. weight of Soda Ash delivered, in lb.
C. unit price, and
D. extended cost (lb. x unit price)

b. Compliance with Standards

1. The Soda Ash shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B201, Soda Ash, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B201 shall constitute sufficient grounds for immediate termination of the Soda Ash contract for breach

2. The Soda Ash shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The Contractor(s) shall provide evidence of this certification prior to award. The Contractor(s) shall supply evidence of this certification throughout the term of the Master Agreement.
   a. If ANSI/ NSF Standard 60 certification for Soda Ash is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Soda Ash contract for breach.

b. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. During the life of the contract, the Contractor(s) shall notify the City or Participating Public Agency of any changes in the manufacturing of the Soda Ash that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

2. The Soda Ash shall be a dry, white powder containing no large lumps or crystals. It shall be free flowing and suitable for storage in closed vessels and for feeding with a standard dry feeder.

3. The apparent density of the Soda Ash shall be 0.9 to 1.1 g/cm^3 (56.2 to 68.7 lb/ft^3), dense soda ash.

4. The Soda Ash shall contain greater than 99 percent sodium carbonate (Na_2CO_3) by weight.

5. The Soda Ash shall contain less than 0.05 percent insoluble matter by weight.

6. The Soda Ash shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

7. The Soda Ash shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Soda Ash, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Soda Ash supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

8. Notwithstanding any other requirements of this specification, the concentration of certain metals in the Soda Ash shall be limited as follows:

Metal Impurity	Maximum Concentration, in mg/kg	Maximum Reporting Detection Limit in mg/kg
total antimony	1000	200
total arsenic	500	100
total barium	10000	2000
total beryllium	500	100
total boron	1000	200
total cadmium	15	3
total chromium	250	50
total copper	30	6
total iron	2500	500
total lead	15	3
total manganese	500	100
total mercury	0.10	0.02
total molybdenum	20	4
total nickel	100	20
total selenium	25	5
total silver	100	20
total thallium	100	20
total zinc	300	60

9. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity levels to protect the treatment process and facility, and to meet all permit limits and water quality standards. The Contractor(s) shall make all changes necessary to meet such listings or levels.

10. Before the initial delivery, the Contractor(s) shall sample the Soda Ash from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. Soda Ash production lot or batch number,
    B. date of manufacture,
    C. apparent density, in $lb/ft^{3,}$
    D. sodium carbonate, Na_2CO_3, in percent, by weight,
    E. insoluble matter, in percent, by weight, and
    F. all of the total metals listed in the table above.

    Note: The reporting detection limit for each metal must be less than or equal to the maximum listed in the table above.

11. A Contractor shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above (unless otherwise indicated by City or Participating Public Agency). The report shall contain a statement, signed by a

management-level representative of the Contractor, certifying that the sample supplied to the laboratory was unaltered and representative of the Soda Ash (to be) delivered to the City or Participating Public Agency.

12. A Contractor shall complete the sampling and analysis processes described above once per year in the month of the anniversary of the initial test, and after any changes in the manufacturing of the Soda Ash that may impact quality or the concentration of any impurity.

13. A Contractor shall submit the initial report before the delivery of the first shipment. Failure of the Contractor to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:

   A. date of delivery,
   B. gross weight of delivery vehicle and Soda Ash in pounds,
   C. tare weight of delivery vehicle in pounds, and
   D. net weight of Soda Ash in the delivery vehicle in pounds.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City for, and with each delivery. The Contractor(s) shall present the Certificate to the WPCF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:

   A. Soda Ash production lot or batch number,
   B. date of manufacture,
   C. apparent density, in lb/ft^3
   D. sodium carbonate, Na_2CO_3, in percent, by weight,
   E. insoluble matter, in percent, by weight, and
   F. date of certificate.

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. A Contractor responding to the Water Treatment Chemicals portion of this solicitation shall include any charges for the Certificates in their proposal price.

e. Delivery Logistics

1. The Contractor(s) shall measure delivery quantities as the total weight of Soda Ash delivered in pounds. The City or Participating Public Agency shall assume the weight of the Soda Ash delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Soda Ash in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Soda Ash from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

2. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Soda Ash is delivered.

3. The City or Participating Public Agency reserves the right to subject samples of the Soda Ash collected before the chemical enters the storage tank to analysis to determine if the Soda Ash meets the City's or Participating Public Agency's specifications. The Contractor shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Soda Ash, the Contractor(s) shall remove and replace any and all non-conforming Soda Ash within 24 hours of being notified without additional cost to the City or Participating Public Agency.

   Alternatively, the City or Participating Public Agency may remove the Soda Ash and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor may not charge for delivered material the City or Participating Public Agency rejects.

4. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver must follow the instructions posted at the unloading station.

5. The tank truck must be sealed and equipped with a self-contained system to deliver all the Soda Ash in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor(s) shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by the City or Participating Public Agency).

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF.

7. All appurtenant valves, pumps, and discharge hoses used for the delivery of Soda Ash shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

9. The Contractor(s) is/are expected to comply with reasonable requests for emergency deliveries.

10. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

iii. For Sodium Bisulfite

Note: These specifications are for 37.5-40% liquid sodium bisulfite.

a. General

1. All deliveries of liquid sodium bisulfite must conform to the specifications of this contract. All quality specifications apply to the product transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. The Contractor(s) shall measure delivery quantities as the total weight of product (solution) delivered in pounds. The Contractor(s) shall bill by weight of $NaHSO_3$ in pounds. The Contractor(s) shall calculate the weight of $NaHSO_3$ in each shipment as follows:

   A. wt. of $NaHSO_3$ in shipment, in lb = (shipment wt., in lb)($NaHSO_3$, in % by wt.)
   B. cost of shipment, in $ = (wt. of $NaHSO_3$ in shipment, in lb)(cost of $NaHSO_3$, in $/lb of $NaHSO_3$)

3. The Successful Supplier(s) shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:

   A. Date of delivery
   B. Gross weight of delivery vehicle and product in pounds
   C. Tare weight of delivery vehicle in pounds
   D. Net weight of product in the delivery vehicle in pounds

   The City or Participating Public Agency shall assume the weight of the product (solution) delivered (transferred to the City or Participating Public Agency) is equal to net weight of the product in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of product from the delivery vehicle to the City's or Participating Public Agency's storage vessels.

   All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

4. The Contractor shall submit invoices to the City or Participating Public Agency that include the following:

   A. Date of delivery
   B. The weight of product (solution) delivered in pounds
   C. The weight of percentage of $NaHSO_3$ in the solution delivered
   D. Calculation of the weight of $NaHSO_3$ in the shipment, in pounds
   E. Calculation of the cost of the shipment, in dollars

5. Offeror(s) shall bid unit and extended costs in $/lb of $NaHSO_3$

b. Chemical Composition/Impurities

1. The liquid sodium bisulfite shall be clear and shall contain less than or equal to .5% insoluble matter by weight.

2. 37.5-40% liquid sodium bisulfite, the liquid sodium bisulfite shall contain 37.5% to 40% sodium bisulfite (23.1% to 24.69% available sulfur dioxide) by weight. The specific gravity of the liquid sodium bisulfite shall be 1.307 to 1.330 (at 60 °F).

3. The liquid sodium bisulfite shall contain less than or equal 2% sodium sulfate by weight.

4. The liquid sodium bisulfite shall not contain any impurity in sufficient quantities that causes or may cause, by the normal usage of the liquid sodium bisulfite, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.

5. The liquid sodium bisulfite shall not contain any foreign matter that may damage the City's or Participating Public Agency's equipment or facility. This includes foreign matter that may be present as a result of shipment or transfer from the Contractor's equipment. The Contractor shall reimburse the City or Participating Public Agency for any damages or costs incurred from such foreign material.

6. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the liquid sodium bisulfite supplied, the Contractor shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

Impurity	**Maximum concentration in mg/L**	**Maximum reporting detection limit in mg/L**
Total antimony	75	15
Total arsenic	50	10
Total barium	1000	200
Total beryllium	50	10
Total boron	75	15
Total cadmium	2	0.4
Total chromium	20	4
Total copper	4	0.8
Total iron	50	10
Total lead	1	0.2
Total manganese	40	8
Total mercury	0.01	0.002
Total molybdenum	2	0.4
Total nickel	10	2
Total selenium	3	0.6
Total silver	10	2
Total thallium	10	2
Total zinc	30	6

7. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity level to the existing listings as is required to meet all permit limits and water quality standards.

8. Notwithstanding any other requirements of this specification, impurities in the liquid sodium bisulfite shall be limited as follows:

9. Any water used to make up the liquid sodium bisulfite must contain less than 20 µg per chlorate/L.

10. The Contractor(s) shall ensure all loads of the liquid sodium bisulfite meet the requirements of Items H) and I) above. Before the initial delivery, the Contractor(s) shall sample the liquid sodium bisulfite from a typical lot and determine all the constituents listed in Item I) and specific gravity. The sampling shall conform to industry standard practices. The analytical laboratory and their sample preparation and analysis methods must be acceptable to the City or Participating Public Agency. The reporting units and maximum analytical reporting detection limits are listed in Item H) above.

11. The Contractor(s) shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the typical product (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the liquid sodium bisulfite contain less than 20 µg per chlorate/L. The Contractor(s) may use analytical data generated by the Contractor of the make up water(s) or the Contractor(s) may collect and analyze samples of the make up water(s). The determination of per chlorate must be performed by the ion chromatographic method.

12. The Contractor(s) shall complete the sampling and analysis processes described above in Items J) and K) once per calendar quarter during the life of the contract. The requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The Contractor(s) shall submit each report to the City or Participating Public Agency on or before the last day of each calendar quarter.

13. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of the Contractor(s) to submit a complete report on time is sufficient cause to constitute breach of contract.

14. The liquid sodium bisulfite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

c. Certificate of Analysis/Certificate of Conformance.

1. The Contractor(s) shall submit a certificate of analysis to the City or Participating Public Agency for and with each delivery. The certificate shall contain the following lot-specific information:

   A. Production lot or batch number
   B. Date of manufacture
   C. Specific gravity

D. Sodium bisulfite, in % $NaHSO_3$, and % available SO_2, by weight
E. Sodium sulfate, in % Na_2SO_4, by weight
F. Insoluble matter, in %, by weight
G. Date(s) of analyses

2. Failure to supply the required certificates shall be sufficient cause to reject the load. Failure to meet the specifications listed in Chemical Composition/Impurities, Item B above, shall also be sufficient cause to reject the load.

3. An Offeror responding to the Water Treatment Chemicals portion of this solicitation, shall include any charges for the certificates in their proposal price.

d. Delivery Logistics

1. The Contractor(s) shall ship the liquid sodium bisulfite to the City or Participating Public Agency as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall measure delivery quantities as the total weight of liquid sodium bisulfite delivered in pounds. The City or Participating Public Agency shall assume the weight of the liquid sodium bisulfite delivered (transferred to the City or Participating Public Agency) is equal to net weight of the liquid sodium bisulfite in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of liquid sodium bisulfite from the delivery vehicle to the City's or Participating Public Agency's storage tanks.
5. The liquid sodium bisulfite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of liquid sodium bisulfite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

7. The tank truck must be sealed and equipped with a self-contained system to deliver all the liquid sodium bisulfite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment and shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by City or Participating Public Agency). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

8. The driver shall follow all City or Participating Public Agency security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

9. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the liquid sodium bisulfite is delivered.

10. The City or Participating Public Agency reserves the right to subject samples of the liquid sodium bisulfite to analysis to determine if the liquid sodium bisulfite meets the City's or Participating Public Agency's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

    If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming liquid sodium bisulfite, the Contractor shall remove and replace any and all non-conforming liquid sodium bisulfite within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the liquid sodium bisulfite and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

11. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

iv. For Sodium Hypochlorite

a. General

1. The Contractor(s) shall ensure all loads of Liquid Sodium Hypochlorite meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hypochlorite transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall submit unit cost in $/gallon as part of their proposal.

3. The Offeror(s) shall bill by the gallon weight of NaOCl (dry) delivered in pounds. The Offeror(s) shall calculate the volume weight of NaOCl (dry) (gallons) delivered in each shipment, and the extended cost of each shipment as follows:

    A. vol. of Liq. Sod. Hypo., in gal = (wt. of Liq. Sod. Hypo., in lb)/(density of the Liq. Sod. Hypo., in lb/gal)
    B. cost of shipment, in $ = (vol. Liq. Sod. Hypo. in ship., in gal)(unit cost of Liq. Sod. Hypo., in $/gal)wt. of NaOCl in ship., in lb = (wt. of Liq. Sodium Hypo. in ship., in lb)(NaOCl conc., in % by wt.)
    C. cost of shipment, in $ = (wt. of NaOCl in shipment, in lb)(unit cost of NaOCl, in $/lb of NaOCl)

4. The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

   A. date of delivery
   B. bill of lading number, or other mechanism to definitively link the invoice to a delivery.
   C. the weight of liquid sodium hypochlorite delivered in pounds.
   D. calculation of the volume of liquid sodium hypochlorite in the shipment (weight percentage of NaOCL in the liquid sodium hypochlorite delivered).
   E. calculation of the cost of the shipment in pounds.

b. Compliance with Standards

   1. The Liquid Sodium Hypochlorite shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Sodium Hypochlorite, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

   2. The Liquid Sodium Hypochlorite shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.

   3. If ANSI/NSF Standard 60 certification for Liquid Sodium Hypochlorite is ever revoked or lapses, the Contractor shall inform the City within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

   4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

   1. During the life of the contract, the Contractor(s) shall notify the City or Participating Public Agencies of any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

   2. The Liquid Sodium Hypochlorite shall be clear.

   3. The Liquid Sodium Hypochlorite shall contain greater than or equal to 12.5% sodium hypochlorite by weight. This requirement is expressed in various ways in the table below.

Parameter	Minimum
g of available chlorine/L	143 g/L
available chlorine trade (volume) percent	14.3%
available chlorine weight percent	11.9%
g sodium hypochlorite/L;	150 g/L

Parameter	Minimum
sodium hypochlorite weight percent	12.5%

4. The Liquid Sodium Hypochlorite shall meet the conditions in the following table:

Parameter	Condition
total free alkali, expressed as NaOH, by weight	0.25 to 0.75%
pH, in pH units	11 to 13
specific gravity, at 20 °C	1.18 to 1.23

Note: Free alkali, excess caustic, and free alkalinity are synonyms.

5. The Liquid Sodium Hypochlorite shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

6. The Liquid Sodium Hypochlorite shall not contain any impurity in sufficient quantities that causes or may cause, by the City's normal usage of the Liquid Sodium Hypochlorite, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of the contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Sodium Hypochlorite supplied, the Contractor shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

7. The Liquid Sodium Hypochlorite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

8. Notwithstanding any other requirements of this specification, impurities in the Liquid Sodium Hypochlorite shall be limited as follows:

Impurity	Maximum Concentration in mg/L	Maximum Reporting Detection Limit in mg/L
total antimony	25	5
total arsenic	20	4
total barium	350	70
total beryllium	20	4
total boron	25	5
total cadmium	0.5	0.1

total chromium	5	1
total cobalt	0.25	0.10
total copper	0.1	0.05
total iron	1	0.2
total lead	0.5	0.1
total manganese	0.75	0.15
total mercury	0.01	0.002
total molybdenum	1	0.2
total nickel	0.25	0.1
total selenium	1	0.2
total silver	2.5	0.5
total thallium	2.5	0.5
total zinc	10	2
Impurity	**Maximum Concentration**	**Maximum Reporting Detection Limit**
chlorate	3 g/L	1 g/L
water-insoluble matter	0.15%, by wt.	0.05%, by wt.

9. The City or Participating Public Agency reserves the right to add other specific impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

10. Any water used to make up the Liquid Sodium Hypochlorite must contain less than 20 μg of perchlorate/L.

11. Before the initial delivery, the Contractor shall sample the Liquid Sodium Hypochlorite from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. production lot number,
    B. date of manufacture,
    C. sodium hypochlorite, in % NaOCl, by weight
    D. total free alkali (excess caustic), expressed as NaOH, in %, by weight
    E. pH, in pH units
    F. specific gravity, at 20 °C
    G. all of the impurities cited in Item I above, and
    H. dates of analyses

    Note: The reporting detection limit for each impurity must be less than or equal to the maximum reporting detection limit listed in the table.

12. The Contractor(s) shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Sodium Hypochlorite (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the Liquid Sodium Hypochlorite contained less than 20 μg

perchlorate/L. The Contractor(s) may use analytical data generated by the Contractor of the make up water(s) or may collect and analyze samples of the make up water(s). The determination of perchlorate must be performed by the ion chromatographic method.

13. The Contractor(s) shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The Contractor(s) shall submit each calendar quarter's report to the City or Participating Public Agency on or before the last day of that calendar quarter.

14. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of the Contractor(s) to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following (or as indicated by City of Participating Public Agency):

   A. date of delivery,
   B. Bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Sodium Hypochlorite in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Sodium Hypochlorite in the delivery vehicle in pounds.
   F. Number of gallons

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Certificate shall contain the following lot-specific information:

   A. production lot number,
   B. date of manufacture,
   C. sodium hypochlorite, in % NaOCl, by weight
   D. total free alkali (excess caustic), expressed as NaOH, by weight
   E. specific gravity, at 20 °C
   F. temperature of the delivered Liquid Sodium Hypochlorite, in °F, and
   G. date of Certificate

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall include any charges for the Certificates in their price submitted as part of their proposal.

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Sodium Hypochlorite to the City as a “bulk” liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The temperature of the Liquid Sodium Hypochlorite upon delivery must be less than or equal to 80°F. The Contractor(s) shall measure the temperature of the product delivered just prior to, or during, transfer in to the City’s or Participating Public Agency’s storage vessels. The Contractor(s) shall hand write the measured temperature on the Certificate of Analysis or Conformance discussed above. The Contractor(s) shall initial and date the recorded temperature.

5. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Sodium Hypochlorite delivered in pounds. The City or Participating Public Agency shall assume the weight of the Liquid Sodium Hypochlorite delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Sodium Hypochlorite in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Liquid Sodium Hypochlorite from the delivery vehicle to the City’s or Participating Public Agency’s storage tanks.

6. The Liquid Sodium Hypochlorite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

7. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a “quick connect” to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hypochlorite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hypochlorite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor9s) shall not use the City’s or Participating Public Agency’s equipment (unless noted by City or Participating Public Agency). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

9. The driver shall follow all City or Participating Public Agency security procedures and requirements for personal protective equipment. The City or Participating Public

Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

10. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Sodium Hypochlorite is delivered.

11. The City or Participating Public Agency reserves the right to subject samples of the Liquid Sodium Hypochlorite to analysis to determine if the Liquid Sodium Hypochlorite meets the City's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Sodium Hypochlorite, the Contractor(s) shall remove and replace any and all non-conforming Liquid Sodium Hypochlorite within 24 hours of being notified without additional cost to the City. Alternatively, the City or Participating Public Agency may remove the Liquid Sodium Hypochlorite and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

12. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

f. Quantity

1. The expected annual quantity of Liquid Sodium Hypochlorite, and average number of deliveries expected per month are indicated in table below.

Location	Expected Quantity, Gallons/yr	Expected Quantity, lb of sol./yr	Expected Quantity, lb of NaOCl/yr	Delivery Sites at Location	Average Delivery Freq., Number/Month
WPCF	1,600,000	16,000,000	2,000,000	10	28
BMWRC	40,000	400,000	50,000	1	2
DHWRC	160,000	1,600,000	200,000	1	2
totals	1,800,000	18,000,000	2,250,000		

Notes: Calculations assuming specific gravity of 1.20 and 12.5% sodium hypochlorite by weight.

v. For Sodium Hydroxide

a. General

1. The Contractor(s) shall ensure all loads of Liquid Sodium Hydroxide meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hydroxide transferred by the Contractor into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall provide unit and extended costs in $/lb of Na_2O (76% basis) as part of their response.

3. The Contractor(s) shall bill by weight of Na_2O (76% basis) delivered in pounds. The Contractor(s) shall calculate the weight of Na_2O (76% basis) delivered in each shipment, and the extended cost of each shipment as follows:

A. wt. of Na_2O in shipment = (shipment wt., in lb)(Na_2O, in % by wt.)
B. wt. of Na_2O (76% basis) in shipment = (wt. of Na_2O in shipment)/0.76
C. cost of ship., in $ = [wt. of Na_2O (76% basis) in ship., in lb][cost of Na_2O, in $/lb of Na_2O (76% basis)]

Note: Na_2O shall be determined as described in latest revision of the American Water Works Association's Standard ANSI/AWWA B501, Sodium Hydroxide.

4. The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

A. date of delivery
B. the weight of product (solution) delivered in pounds
C. the weight percent of Na_2O in the solution delivered
D. calculation of the weight of Na_2O delivered
E. calculation of the weight of Na_2O (76% basis) delivered
F. calculation of the cost of the shipment, in dollars
G. calculation of the weight percent of NaOH in the solution delivered

b. Compliance with Standards

1. The Liquid Sodium Hydroxide shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B501, Sodium Hydroxide, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B501 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.

2. The Liquid Sodium Hydroxide shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.

3. If ANSI/NSF Standard 60 certification for Liquid Sodium Hydroxide is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.

4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. During the life of the contract, the Contractor(s) shall notify the City of Participating Public Agency of any changes in the manufacturing of the Liquid Sodium Hydroxide that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

2. The Liquid Sodium Hydroxide provided shall contain approximately 22 percent sodium hydroxide (NaOH) by weight. The acceptable range of concentrations supplied will be 20 - 25 percent sodium hydroxide by weight. The following data are applicable:

	NaOH, in % by wt.	**Na_2O, in % by wt.**	**Specific Gravity at 20 °C**
Minimum	20	15.5	1.219
Target	22	17.0	1.240
Maximum	25	19.4	1.273

3. The Liquid Sodium Hydroxide shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

4. The Liquid Sodium Hydroxide shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Liquid Sodium Hydroxide, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Sodium Hydroxide supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

5. The Liquid Sodium Hydroxide supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency storage vessels.

6. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity levels as required to meet all permit limits and water quality standards.

7. Any water used to make up the Liquid Sodium Hydroxide must contain less than 20 μg of perchlorate/L.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:

   A. date of delivery,
   B. Bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Sodium Hydroxide in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Sodium Hydroxide in the delivery vehicle in pounds.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Contractor(s) shall present the Certificate which shall contain the following lot-specific information:

   A. production lot or batch number
   B. specific gravity, at 20 °C
   C. Na_2O, in %, by weight, determined as described in ANSI/AWWA Standard B501
   D. NaOH, in % by weight, calculated from % Na_2O
   E. date of Certificate

   Note: NaOH, in % by wt. = (1.291 lb NaOH/lb Na_2O)(Na_2O, in % by wt.) Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

3. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation, shall include any charges for the Certificates in the price provided in their proposal.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Sodium Hydroxide to the City as a “bulk” liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall make any necessary dilutions at external sites such that a homogeneous, well-mixed product is delivered to the City and Participating Public Agencies.

5. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Sodium Hydroxide delivered in pounds. The City or Participating Public Agency shall assume the weight of the Liquid Sodium Hydroxide delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Sodium Hydroxide in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Liquid Sodium Hydroxide from the delivery vehicle to the City’s or Participating Public Agency’s storage tanks.

6. The Liquid Sodium Hydroxide shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

7. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a “quick connect” to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hydroxide shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

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8. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hydroxide in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor(s) shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by City or Participating Public Agency. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver must follow the instructions posted at the unloading station.

9. The driver must follow all the City's or Participating Public Agency's security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

10. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Sodium Hydroxide is delivered.

11. The City or Participating Public Agency reserves the right to subject samples of the Liquid Sodium Hydroxide to analysis to determine if the Liquid Sodium Hydroxide meets the City's or Participating Public Agency's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Sodium Hydroxide, the Contractor(s) shall remove and replace any and all non-conforming Liquid Sodium Hydroxide within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the Liquid Sodium Hydroxide and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

12. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

2. POLYMERS – LIQUID AND DRY

A. GENERAL REQUIREMENTS

These requirements are a broad for the City and Participating Public Agencies utilizing the Master Agreement. Contractors(s) who can and will provide Polymers – Liquid and Dry will be required to adhere to all applicable Terms and Conditions required by statutes, as well all rules and regulations governing the purchase, delivery and use of this commodity utilizing Participating Public Agencies.

i. Contractors(s) warrant that polymer chemicals provided as a result of this RFP:

a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals

b. Conform to the general chemical specifications contained herein

c. Are suitable for public drinking water supply and/or waste water treatment

d. Are free from adulterants or impurities of any kind, and

e. The specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.

ii. If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the City or Participating Public Agency, then the Contractor shall at no additional cost to the City or Participating Agency, promptly replace with item that meets specifications.

iii. Contractor(s) understand and acknowledge that the City and Participating Public Agencies provide services essential to the health and welfare of the public. Failure of a Contractor to provide contracted chemicals may jeopardize the City or Participating Public Agencies ability to provide timely services, which may affect the health and welfare of the public. In the event of product shortages at any level of production to delivery chain, Contractor(s) agree and affirm that the Participating Public Agencies will be given the earliest possible notice and the highest priority for allocation of the chemicals listed herein. To the extent the Contractor(s) must prioritize and/or allocate delivery among its customers, the requirements of the City or Participating Public Agencies under this Master Agreement will be honored before chemicals are provided to a customer with no such obligations

iv. The Contractor(s) is/are responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the Master Agreement. Failure to maintain compliance as specific in this paragraph or elsewhere in this solicitation shall constitute a breach of contract.

v. The City and Participating Public Agencies reserve the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the agency specification will be sufficient reason for rejection of the shipment. Should a shipment be rejected, the Contractor(s) shall remove all non-conforming chemicals at its sole cost. Upon notice of rejection of a shipment, the Contractor(s) shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event the Contractor(s) is/are unable to promptly furnish the chemical of the acceptable quality; the City or Participating Public Agency will obtain the chemical elsewhere. Any reasonable additional cost incurred by the City or Participating Public Agency will be charged to the Contractor(s) either as a credit against an outstanding invoice or billed to the Contractor(s) for immediate payment.

B. <u>DELIVERY</u>

i. The City and Participating Public Agency will establish its own delivery schedule based upon its own requirements and the Contractor(s) specified time to deliver after receipt of an order. Failure to honor delivery schedules may result in damages to the City or Participating Public Agency. The City and Participating Public Agency may at their own option and convenience cure late, partial, or missing deliveries in any manner allowed

to them by their terms and conditions that best resolves the shortage. The Contractor(s) is/are liable for any and all reasonable costs incurred by the City or Participating Public Agency due to such failures and can also recover any additional losses by deducting the outstanding amount from unpaid invoices.

ii. If the Homeland Security Advisory System places the waste/drinking water industry in Codes Orange or Red, all delivers shall be between the designated hours at the City or Participating Public Agency for that code status. All Contractor(s) will be required to follow prescribed delivery methods and regulations during the Code Orange or Red status.

iii. The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the city or Participating Public Agency. Failure to deliver at time specified, or as amended in writing by the City or Participating Public Agency or failure to make replacements of rejected chemicals shall constitute a breach of contract.

iv. Contractor(s) shall comply with all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any State or local requirements. Chemical containers supplied by the Contractor(s) shall be the sole responsibility of the Contractor(s) at all times and in any circumstance. The City and Participating Public Agencies will not pay demurrage or other charges unless the City or Participating Public Agency requests that the Contractor(s) leave the container beyond the delivery date. The control number shall be provided to the treatment plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the City or Participating Public Agency may be cause for refusal of the delivery.

v. All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

a. Contractor(s) Name
b. Purchase Order and Call Order Number (release number)
c. Date of Delivery and Date of Order
d. Materials Furnished
e. Quantity, unit price and extension of each item, and total in accordance with the contract
f. Name of authorized representative ordering supplies

vi. A Contractor's delivery ticket will be signed in duplicate by the Contractor designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City or Participating Public Agency, the Contractor(s) will call the treatment facility prior to delivery and shall fax a copy of the driver's license, and a chemical shipping itinerary sheet which must include the manifest numbers and above referenced information.

vii. The City and Participating Public Agencies have the right to refuse delivery if chemical packaging is damage, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

viii. All chemicals will be delivered F.O.B. delivered as prescribed by the awarded price/freight schedule. Delivery free period shall be prescribed by the City or Participating Public Agency and hours of delivery will be determined by the City or each Participating Public Agency.

C. MSDS REPORTS

The following MSDS related documentation must be furnished to the City or each Participating Public Agency upon request:

i. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.

ii. National Sanitation Foundation certification for the quoted chemical

iii. Chemical certificate of analysis for all chemicals

D. GENERAL CHEMICAL DESCRIPTIONS

The type and general description of chemicals are provided in this section. These are meant to be a comprehensive overview of the chemicals that will be covered under the Master Agreement. The City or Participating Public Agency specifics will need to be taken into consideration on a case by case basis upon their agreement to utilize the Master Agreement.

i. Polymers, Liquid and Dry

Some polymer properties desired in this product are:

a. High molecular weight
b. Chlorine resistant
    1. Change density not pH sensitive. Supplied in liquid form
    2. Reduces or eliminates the need for inorganic flocculent chemicals
    3. Forms an easily dewatered sludge
    4. Specific gravity equal or near to water (s.g.=1.00)
    5. Water soluble
    6. Approved by NSF for drinking water at application rate up to 62 ppm in the influent water
    7. Ability to be fed full strength, or diluted in-line to the point of application
    8. Evaluation of the polymer's ingredients under OSHA's Hazard Communication Rule 29 CFR 1910.1200 demonstrating none of the ingredients hazardous
    9. Free from monomers
    10. Non-TTHM forming upon being chlorinated, at concentrations encountered in normal water purification

Contractor(s) must be capable of providing technical support, including on-site jar testing and training as specified by individual plant operations.

3. Additional Water Treatment Products and Services

A. An Offeror may submit and respond with any other products or services related to Water Treatment Products and Services.

4. Complete Product and Service Offering/Balance of Line

1. Each Contractor awarded an item under this solicitation may offer their complete product and service offering/a balance of line for Water Treatment Chemicals & Polymers for all products and services they can provide. Pricing for complete product and service offering/balance of line items

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will be determined by a percentage discount off the Contractor's standard pricing or product list. The pricing percentage discount offered must be entered as part of the Price Proposal section of the Offeror's response.

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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

Contract: The legal agreement executed between the City and the Contractor/Consultant. The 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.

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 is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Business Services: 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 at least nine 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 at least nine 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. 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 submitting the document through the City's online bidding system 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. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

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.

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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. The payment discount shall apply to all purchases and to all payment methods.

8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. **PROPOSAL/SUBMITTAL FORMAT:** A proposal should be submitted on the forms and in the format specified in the RFP. Any information that the offeror requested to held as confidential information shall be clearly marked as such. The material should be in sequence and related to the RFP. **The sections of the submittal should be organized, 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.

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14. **WHERE TO SUBMIT PROPOSALS:** Competitive sealed proposals for the specified material or service shall be received electronically by the Business Services Department at https://www.tucsonaz.gov/bso/ until the date and time cited.

    Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

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 logging into the City's online bidding system and withdrawing the proposal they submitted. 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. **TAX OFFSET POLICY:** If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.

20. **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. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

21. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Business Services Department. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on "Vendors" and then by clicking on "Vendor Registration." Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

22. **CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

23. **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.

24. **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 Business Services 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 are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

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PH: (520) 837-4114 / FAX: (520) 791-4735

25. PROPOSAL RESULTS: The name(s) of the successful offeror(s) will be posted on the Business Services Department's Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

26. PROTESTS: A protest shall be in writing and shall be filed with the Director of Business Services. A protest of a Request for Proposal shall be received at the Business Services Department t 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.

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

PROPOSAL EVALUATION REQUIREMENTS

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

A. Method of Approach & Capacity

B. Qualifications & Experience

C. Price Proposal

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 & Capacity

1. Provide a response to the national program.

   1.1. Include a detailed response to Attachment B, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

   1.2. Contractor(s) will be required to sign Attachment B, Exhibit B, OMNIA Partners Administration Agreement. An Offeror responding to this solicitation should have any reviews required to sign the document prior to submitting a response. All Offeror's responses should include any proposed exceptions to the OMNIA Partners Administration Agreement.

2. In addition to Attachment B, Offeror's should provide responses to the below with their submission:

   2.1. Describe the current distribution model capable of delivering products nationwide, including the number, size and location of your company's distribution facilities, warehouses and retail network, where applicable. Describe your coverage of the United States.

   2.2. Discuss balance of line products and services offered to provide comprehensive water treatment chemicals & polymers.

3. Product and Service

   3.1. Indicate the products and services being offered as a response to this solicitation.

   3.2. Provide a detailed written response illustrating how the products and services offered will meet the needs of the City and a Participating Public Agency. Offerors shall provide the proposed product lines that will meet the requirements of this solicitation.

   3.3. Describe other products and/or services you offer that would be applicable to this contract.

   3.4. Describe the type of training, educational services, and technical support provided with each purchase. Also state any other training and educational services that will be available during the length of this contract.

   3.5. Describe approach for identifying water treatment chemicals and/or polymers specific to each using entity.

4. Orders, Invoices, and Delivery

   4.1. Describe your ordering capacity (telephone, fax, internet, etc.) and ordering methods (online ordering, order tracking, search options, order history).

   4.2. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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4.3. Describe your delivery commitment:

4.3.1. How will you meet the standard deliver requirement for agencies utilizing the agreement?

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

5. Reporting

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

B. Qualifications & Experience

1. Summarize your experience in providing water treatment chemicals, polymers (liquid and dry), and/or other water treatment products and services as applicable to your response to this solicitation.

2. 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.

3. Provide a listing of key personnel who may be assigned to the City's contract and also include key personnel who will be responsible for working with Participating Public Agency's outside of the City of Tucson. Include their title within your organization and the description of the type of work they may perform.

4. Describe the qualifications of your sales personnel and technicians. Include information on professional certifications obtained and the number staff currently certified.

5. Please submit any additional information that I is applicable to your qualifications and experience.

C. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein for products and services being offered as part of your response. If only responding to part of the products and services indicated in this solicitation, indicate not applicable where necessary.

1.1. Special Offers/Promotions:

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Successful Offeror(s) may conduct sales promotions involving price reductions for a specified lesser period. Successful Offeror(s) may offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the contract term and such lower pricing shall not be applied as a global price reduction under the contract.

1.2. Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Successful Offeror(s) is/are subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

2. Pricing

The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.

2.1. If responding to the Water Treatment Chemicals portion of this solicitation:

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

2.1.1. Complete the Price Page.

2.1.2. Propose a plan to adjust pricing as market conditions change. As applicable, the plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

2.1.3. Provide details of and propose additional discounts including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.

2.1.4. Provide any additional details related to Price as needed.

2.2. If responding to the Polymers (Liquid and Dry) portion of this solicitation:

2.2.1. Identify the objective verifiable pricing index to be used. This must be submitted with the proposal.

2.2.2. Provide pricing based on base chemical pricing and freight schedules that will be applied nationally and be verifiable by utilizing agencies.

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

2.2.4. Provide details of and propose additional discounts including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.

2.2.5. Provide any additional detailed related to Price as needed.

2.3. If responding to the Additional Water Treatment Products and Services and/or providing a Complete Product and Service Offering/Balance of Line portion of this solicitation:

2.3.1. Provide details of and propose additional discounts (including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.).

2.3.2. Describe how products and services being offered will be priced.

2.3.3. Provide any additional detailed related to Price as needed.

3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

4. Cooperative Purchasing Program: Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. (See Paragraph 1 of the Special Terms and Conditions section.) Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

_____Yes _____No If yes, state proposed percentage: _____%

5. Will payment be accepted via commercial credit card? _____Yes _____No
   a. If yes, can commercial payment(s) be made online? _____Yes _____No
   b. Will a third party be processing the commercial credit card payment(s)? ___Yes ____No
   c. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).
   d. If "no" to above, will consideration be given to accept the card? _____Yes _____No

5. Does your firm have a City of Tucson Business License? _____Yes _____No
   If yes, please provide a copy of your City of Tucson Business license.

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on all of the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview 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 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 and that are not specifically mentioned in the solicitation response 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.

CITY OF TUCSON

Method of Approach & Capacity
1. Provide a response to the national program.

1.1. Include a detailed response to Attachment B, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners. See response in Omnia section.

1.2. Contractor(s) will be required to sign Attachment B, Exhibit B, OMNIA Partners Administration Agreement. An Offeror responding to this solicitation should have any reviews required to sign the document prior to submitting a response. All Offeror's responses should include any proposed exceptions to the OMNIA Partners Administration Agreement. Thatcher will sign and provide edits (if any).

2. In addition to Attachment B, Offeror's should provide responses to the below with their submission:

2.1. Describe the current distribution model capable of delivering products nationwide, including the number, size and location of your company's distribution facilities, warehouses and retail network, where applicable. Describe your coverage of the United States
Thatcher Company, Inc. has 11 rail-served facilities located across the US; this facilitates low-cost freight for raw materials and distributed products for our customers.

Location	Rail Line Access	# of Rail Spots	# Trucks	Trailers
Salt Lake City	Utah Railway	60	32	130
Henderson, NV	UP	12	6	18
Sparks, NV	UP	7	3	10
Vernal, UT	None	0	5	3
Buckeye, AZ	UP	7	2	8
Farmington, NM	None	0	2	2
Missoula, MT	Montana Rail Link	4	0	0
Glendive, MT	BNSF	20	8	27
Sacramento, CA	BNSF	20	5	12
Stockton, CA	UP	14	7	39
Williamson, NY	OMID	12	6	10
Deland, FL	CSX	7	3	3
Palmetto, FL	CSX	7	1	1
Riverton, WY	None	0	2	2
Twin Falls ID	None	0	2	2

2.2. Discuss balance of line products and services offered to provide comprehensive water treatment chemicals & polymers. See 3.1

3. Product and Service

3.1. Indicate the products and services being offered as a response to this solicitation.
Thatcher Company, Inc. has a full line of manufactured and distributed water treatment products to solve all of your water treatment requirements. This includes water clarification, filtration, contaminant removal to minimize THMs/HAAs, disinfection, oxidation of non-desired inorganics, chlorine destruction, corrosion and sequestering. In addition, Thatcher Company, Inc. produces and distributes numerous wastewater technologies that address most of the typical wastewater needs to include TSS reduction, phosphate removal, metals removal, oxidation, BOD/COD reduction and other critical applications. Thatcher Company, Inc. also maintains technical service to support the mechanical, operational and chemical feed and control of all water chemistries in order to optimize your cost to treat.

3.2. Provide a detailed written response illustrating how the products and services offered will meet the needs of the City and a Participating Public Agency. Offerors shall provide the proposed product lines that will meet the requirements of this solicitation.
Thatcher Company, Inc. produces and distributes all products below to meet UL/NSF ANSI 60 with multiple back-up production locations to support Tucson.

- Aluminum Sulfate-Largest alum producer in Arizona
- Soda Ash-Distribute over 25,000 tons annually in bulk and package
- Sodium Bisulfite-Producer of 25% and 40% sodium bisulfite
- Sodium Hypochlorite-producer of low alkaline hypochlorite
- Sodium Hydroxide-distributor to sodium hydroxide for pH control
- Anhydrous Ammonia-Packaging capability of anhydrous ammonia for chloramine formation
- Ammonium Hydroxide-Producer of ammonium hydroxide
- Chlorine-Largest packager of chlorine in the West
- Copper Sulfate-Distributor of copper sulfate with local warehouse capability
- Ferric Sulfate-Producer of ferric sulfate at 3 manufacturing facilities
- Fluorosilicic Acid-Distributor with railcar economics and supply chain
- Hydorfluosilicic Acid- Distributor with railcar economics and supply chain
- Polyaluminum Chloride-Regional producer of all aluminum coagulants
- Polyaluminum Hydroxychlorosulfate-Regional producer
- Polyphosphate-Producer of potable corrosion inhibitors and sequestering aids
- Potassium Permanganate-Distributor with local warehouse capability
- Powdered Activated Carbon-Distributor with dedicated support from manufacturer
- Sodium Hexametaphosphate-Producer of SHMP for drinking water applications
- Sulfur Dioxide-Regional packager of SO2
- Sulfuric Acid-Distributor with railcar economics and supply chain
- Zinc Orthophosphate- Producer for drinking water applications
- Citric Acid-Distributor
- Methanol-Largest distributor of methanol on the West Coast to municipalities

3.3. Describe other products and/or services you offer that would be applicable to this contract
In addition to the chemicals outlined in the RFP, Thatcher Company, Inc. supports municipalities with a carbon source such as methanol or glycerin to enhance denitrification in your waste treatment process.

3.4. Describe the type of training, educational services, and technical support provided with each purchase. Also state any other training and educational services that will be available during the length of this contract.
Thatcher Company, Inc. provides the following training opportunities for customers as required:

- Product Hazard Identification, SDS and basic safety requirements for safe handling of chemicals
- Chlorine safety, A/B Kit installation, emergency preparedness and regional HAZARD response team
- Basic water and wastewater chemistry overview to properly utilize chemicals
- Basic water treatment concepts for drinking water and wastewater
- Product optimization to minimize cost to treat

3.5. Describe approach for identifying water treatment chemicals and/or polymers specific to each using entity.

- Chemistry selection starts with the end state desired to meet regulatory requirements. As regulations, water quality and demand often change, product selection may need to change as well.

- Water treatment is a combination of mechanical, operational and chemical variables in order to meet compliance; it is never just the chemistry. Understanding these mechanical and operational impacts on performance is critical.
- As there are likely several chemistries that can meet regulatory requirements, we then look for technologies, equipment, feed points and other chemistries that might lower the cost to treat.
- Further government regulations often require a competitive RFP, so this information is provided to Engineering to allow for competitive proposals.

4. Orders, Invoices, and Delivery

4.1. Describe your ordering capacity (telephone, fax, internet, etc.) and ordering methods (online ordering, order tracking, search options, order history).
We accept and process orders in the format desired by our customers including telephone, fax, internet etc. Our customer service verifies and tracks each order. Order history and customized reporting is available based upon customer request. No capacity issues.

4.2. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?
We invoice in the manner requested by our customers. Electronic, summary, hard copy – customer choice.

4.3. Describe your delivery commitment:

4.3.1. How will you meet the standard deliver requirement for agencies utilizing the agreement?
See 2.1. Thatcher Company, Inc. also employs common carrier delivery options where it provides an advantageous cost/performance value proposition.

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

- Customer ordering wrong product-we ask customer to pay for freight for the failed delivery.
- Thatcher Company, Inc. shipping defective or wrong product-Thatcher responsible for curing the situation and shipping product in specification at no additional cost to customer.
- Thatcher Company, Inc. is a privately owned company and focused on customer satisfaction; we do not have investors managing practices that are not in the best interest of the customer.

5. Reporting

5.1. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.
Thatcher Company, Inc. will submit to the City of Tucson the same reporting document we have submitted to Omnia/NIPA for over 10 years (see Omnia exhibit E). If the City of Tucson would like reporting in a different format or contain other specific information we will provide as requested.

B. Qualifications & Experience
1. Summarize your experience in providing water treatment chemicals, polymers (liquid and dry), and/or other water treatment products and services as applicable to your response to this solicitation
Thatcher Company, Inc. produces and sells over $150M in water treatment chemistries throughout the US. Eleven locations maintain UL/NSF/ANSI 60 certification and one facility is Pharmaceutical/GMP/FDA certified for pharmaceutical products.

2. 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.

City of Chandler, Purchasing

Mike Mandt

Mail Stop 901, PO Box 4008

Chandler, AZ 85244-4008

Phone 480.782.2406

Fax 480.782.2410

michael.mandt@chandleraz.gov

City of Scottsdale, Plant Manager

Jason Petra

John Horta

16800 N. Greenway Hayden Loop

Scottsdale, Arizona 85255

480-312-8735 Office

480-341-5007 Cell

JPetra@scottsdaleaz.gov

JHorta@Scottsdaleaz.gov

City of Tempe Public Works

Bryan Cassens

Plant Operations Manager

Public Works/Water Utilities/Plant Operations

480.350.2853 (Office)
480.797.7752 (Cell)
bryan_cassens@tempe.gov

Town of Gilbert, AZ

Paula Nitti

Contract Analyst II

50 East Civic Center Drive | Gilbert, AZ 85296

Work: 480-503-6769
Email: Paula.Nitti@gilbertaz.gov

City of Mesa, AZ

Cheryl Noll | Purchasing

Procurement Specialist

City of Mesa | PO Box 1466, Mesa, AZ 85211-1466

480-644-2179 | Cheryl.Noll@MesaAZ.Gov

3. Provide a listing of key personnel who may be assigned to the City's contract and also include key personnel who will be responsible for working with Participating Public Agency's outside of the City of Tucson. Include their title within your organization and the description of the type of work they may perform.
Robert Dubel – Major Account Manager: Agency support for Arizona and Omnia contract interface.
Ron Henricksen – Vice President Sales: National Omnia contract coordination outside of Arizona.
Mike Mitchell – National Water Treatment Manager: Technical and contractual support

4. Describe the qualifications of your sales personnel and technicians. Include information on professional certifications obtained and the number staff currently certified. No specific certifications. Our effectiveness is evident by the breadth of agencies using our water treatment products.

5. Please submit any additional information that l is applicable to your qualifications and experience.

C. Price Proposal

1.Provide price proposal as requested on the Price Page attached herein for products and services being offered as part of your response. If only responding to part of the products and services indicated in this solicitation, indicate not applicable where necessary. Price proposal completed

2. Pricing
The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award. Please review our Price Change Process submittal.

2.1 If responding to the Water Treatment Chemicals portion of this solicitation:

2.1.1 Complete the Price Page. Completed

2.1.2. Propose a plan to adjust pricing as market conditions change. As applicable, the plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.
Please review our Price Change Process submittal.

2.1.3. Provide details of and propose additional discounts including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.
Thatcher Company, Inc. will provide discounts based on full truckload purchases; freight will be equalized based on the weight purchased.

2.1.4. Provide any additional details related to Price as needed.

2.2 If responding to the Polymers (Liquid and Dry) portion of this solicitation:

2.1.1 Identify the objective verifiable pricing index to be used. This must be submitted with the proposal.
Polymer pricing will be very simple; annual pricing will be provided once/year and adjusted annually based on market conditions.

2.2.2 Provide pricing based on base chemical pricing and freight schedules that will be applied nationally and be verifiable by utilizing agencies.
Thatcher Company, Inc. utilizes the US Energy Information Administration data in providing annual freight rates.www.eia.gov

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

Thatcher Company, Inc. is willing to provide annual pricing guarantees for polymer purchases for this contract.

2.2.4 Provide details of and propose additional discounts including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.
Thatcher Company, Inc. will provide discounts based on full truckload purchases; freight will be equalized based on the weight purchased.

2.2.5 Provide any additional detailed related to Price as needed.
Thatcher Company, Inc. will provide price increase letters from suppliers to document any price changes during the life of the contract.

If responding to the Additional Water Treatment Products and Services and/or providing a Complete Product and Service Offering/Balance of Line portion of this solicitation:

2.3.1. Provide details of and propose additional discounts (including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.).
Thatcher Company, Inc. will provide discounts based on full truckload purchases; freight will be equalized based on the weight purchased.

2.3.2. Describe how products and services being offered will be priced.
Current pricing will be a cost plus model with freight cost consuming between 10-40% of the total cost to deliver.

2.3.3. Provide any additional detailed related to Price as needed.

3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by 0%, if payment is made within 30 days. These payment terms shall apply to all purchases and to all payment methods.

4. ~~Cooperative Purchasing Program: Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. (See Paragraph 1 of the Special Terms and Conditions section.) Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?~~

~~_____Yes _____No If yes, state proposed percentage: _____%~~

5. Will payment be accepted via commercial credit card? Yes No X

a. If yes, can commercial payment(s) be made online? Yes _____ X No
b. Will a third party be processing the commercial credit card payment(s)? ____ Yes X ____ No
c. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).
d. If "no" to above, will consideration be given to accept the card? X _____ Yes _____ No
We can discuss. Our fee for credit card transactions is 2.65%

5. Does your firm have a City of Tucson Business License? X Yes _____ No If yes, please provide a copy of your City of Tucson Business license. Copy of business license provided

Omnia

3.0 SUPPLIER RESPONSE
Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Thatcher Company, Inc. is a diversified chemical manufacturer and distributor. The company was founded in 1967 and has grown to be a major chemical supplier. Today, Thatcher Company, Inc. employs more than 500 people, with headquarters in Salt Lake City, Utah. Thatcher Company, Inc. was awarded the first chemical cooperative agreement over 10 years ago through the City of Las Vegas and National IPA.

Thatcher Company of Arizona, Inc. has been supplying to municipal plants in the Phoenix area for over fourteen years. We use a combination of rail car and truck delivery to the Buckeye plant. located at Thatcher Company of Arizona, Inc., 6321 Rainbow Road, Buckeye, Arizona 85326.

RESEARCH– DEVELOPMENT TECHNICAL SUPPORT

A fully staffed and state of the art laboratory is located in Salt Lake City, UT. The technical staff is made up of Ph.D. and B.S. degreed Chemists and Chemical engineers, with many years of experience in the areas of quality control, research, product development and technical support. Laboratory equipment includes inductively coupled plasma spectrophotometer, gas chromatograph, infrared spectrophotometer and other state of the art analytical equipment.

TRANSPORTATION

Thatcher Transportation has a fleet of 70 tractors and over 250 specialized trailers to accommodate the varied requirements of any chemical user. All Thatcher Transportation drivers are experienced and well trained to provide a safe error free delivery. Our fleet of Rocky Mtn. doubles allows several different trailer combinations to provide the lowest freight cost possible cost in a safe error free delivery.

CORE VALUES

Thatcher Company, Inc. lives by seven fundamental Core Values which are heavily implemented and are required to be followed. These Core Values represent how each member of Thatcher Company, Inc. strives to conduct themselves every day, for not only the benefit of the company but also for the community.

1) SAFETY AND ENVIRONMENT: We will not act unless it is safe & environmentally sound.

2) INTEGRITY: We are accountable for our actions and hold ourselves to the highest ethical standards.

3) CUSTOMER FOCUS: We operate with a disciplined commitment to quality and to perform all actions right the first time. We are committed to every customer's success.

4) EMPLOYEE SUCCESS: We aim to attract, develop and retain the best employees, empowering them to succeed.

5) CONTINUOUS IMPROVEMENT: We value innovation and creativity, as well as proactively seeking to improve all aspects of our business.

6) WIN-WIN RELATIONSHIPS: We promote secure and enduring relationships.

7) STABILITY: We maintain a long-term view of our business.

Thatcher Company, Inc. does not act unless it is safe & environmentally sound. With an excellent safety record, we strive to maintain, we meet all safety and security requirements in delivery of all product.

B. Total number and location of sales persons employed by Supplier.

THATCHER COMPANY - UTAH
1905 FORTUNE ROAD
SALT LAKE CITY, UTAH 84104

Account Managers: 8

5130 SOUTH 5400 EAST
VERNAL, UT 84078
Account Managers: 1

THATCHER COMPANY - ARIZONA
6321 SOUTH RAINBOW ROAD
BUCKEYE, ARIZONA 85326
Account Managers: 2

THATCHER COMPANY - CALIFORNIA
8625 UNSWORTH AVENUE
SACRAMENTO, CALIFORNIA 95828
Account Managers: 1

1010 INDUSTRIAL DRIVE
STOCKTON, CALIFORNIA 95206
Account Managers: 1

THATCHER COMPANY - FLORIDA
245 HAZEN ROAD - P.O. BOX 489
DELAND, FLORIDA 32720
Account Managers: 1

2905 INLAND TRANSPORT STREET
PALMETTO, FLORIDA 34221
Account Managers: 1

THATCHER COMPANY - IDAHO
333 VALLEY STREET
TWIN FALLS, IDAHO 83341
Account Managers: 3

THATCHER COMPANY - MONTANA
3200 RASER DRIVE
MISSOULA, MONTANA 59808
Account Managers: 1

THATCHER COMPANY - NEVADA

90 BUSINESS CENTER STREET
HENDERSON, NEVADA 89014
Account Managers: 1

2302 LARKIN CIRCLE
SPARKS, NV 89431
Account Managers: 1

THATCHER COMPANY - NEW MEXICO
3111 BLOOMFIELD HIGHWAY
FARMINGTON, NEW MEXICO 87401
Account Managers: 2

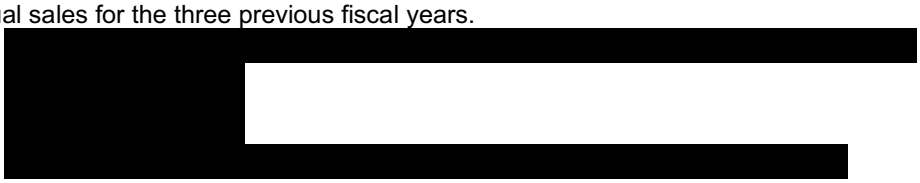
THATCHER COMPANY - NEW YORK
4135 ROUTE 104
WILLIAMSON, NEW YORK 14589
Account Managers: 3

THATCHER COMPANY - NORTH DAKOTA
2604 W. TOWNE STREET
GLENDIVE, MONTANA 59330
Account Managers: 1

C. Number and location of support centers (if applicable) and location of corporate office.

"B" lists physical locations. Headquarters is in Salt Lake City, Utah

D. Annual sales for the three previous fiscal years.



E. Describe any green or environmental initiatives or policies.

Thatcher Company, Inc. is diligent in identifying quality raw material reuse, packaging reuse and water minimization strategies to minimize our National Footprint while optimizing product performance. In addition, Thatcher Transportation, Inc. manages and rotates a fleet of energy efficient trucks to minimize the carbon footprint while reducing the amount of energy required to deliver to our customers.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.
Thatcher Company, Inc. is a minority owned company with 2/3 of the owners women and further utilizes Tier II diversity suppliers whenever the opportunities allow.

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
Thatcher Company, Inc. Diversity planning does not impact the selling price.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
Answer is "no" for questions A through E

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

In short, Thatcher Company is flexible, fast and 100% customer oriented. Even though we have experienced impressive growth over the last several years, Thatcher has maintained its humility in understanding that each customer will determine the success of our company. BASF is the largest chemical company in the world and Thatcher is the only preferred supplier for BASF that is not "international" in coverage. BASF partners with Thatcher because we are willing to take on the difficult projects and we deliver the results.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier. N/A
K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;
b. is not owned or operated by anyone who has been convicted of a felony; or
c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier N/A

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
See section 3 of City of Tucson response

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
Thatcher Company, Inc. has national coverage with sales, technical support, manufacturing, logistics and distribution direct from suppliers.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
Participating agencies pricing will be equal to or less than the pricing offered as part of this RFQ. An audit can be conducted by comparing participating agency pricing to the contract price.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.
See 3.1.B

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier' primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days. As the current Omnia contract chemical supplier, Thatcher Company, Inc. has already fully endorsed this strategy.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days. Our sales force already understands the value and power of the cooperative contract. If new chemicals are added on a national basis from our current Omnia offering, our sales force will be trained and made aware.

i. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications. Omnia (NIPA) marketing has assisted Thatcher with this in the past. We would like to announce once the new contract is awarded.

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days. Agree

iii. Design, publication and distribution of co-branded marketing materials within first 90 days. Omnia (NIPA) marketing has assisted Thatcher with this in the past. We will update our materials with new contract information.

iv. Commitment to attendance and participation with OMNIA Partners at national

(i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement. Thatcher Company, Inc. has participated in the NIPG Annual Forum each year since the formation of the original contract with National IPA.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners. Thatcher Company, Inc. has participated in the NIPG Annual Forum each year since the formation of the original contract with National IPA.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement. Yes – based upon return on investment

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.) Yes

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

We will modify our website as requested above

ii. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements. We work with public agencies prior to formal bidding to consider the cooperative contract in place of the formal bid. We do not have other cooperative agreements.

iii. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well. Yes

iv. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

As the incumbent, our sales force is very familiar with the value of the cooperative agreement.

v. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

As the incumbent, our sales force is very familiar with the value of the cooperative agreement. Upon award of a new contract we will "relaunch" the benefits.

vi. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
Ron Henricksen (801) 718-8105
ron.henricksen@tchem.com

ii. Marketing
Ron Henricksen (801) 718-8105
ron.henricksen@tchem.com

iii. Sales - AZ
Robert Dubel (480) 248-4748
robert.dubel@tchem.com

iv. Sales Support National
Ron Henricksen (801) 718-8105
ron.henricksen@tchem.com

v. Financial Reporting
Ron Henricksen (801) 718-8105
ron.henricksen@tchem.com

vi. Accounts Payable
Richard Ence (801) 972-4587
richard.ence@tchem.com

vii. Contracts
Lori Richey (801) 972-4587
lori.richey@tchem.com

vii. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Sales force is structured by geographical assignments. Ron Henricksen (VP Sales) is

the highest level executive managing the sales force (contact information listed G)

viii. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program. Team calls and lead sharing. Continue building the relationship between Thatcher account managers and Omnia support personnel. Thatcher account managers are not commissioned for most municipal opportunities unless using the Omnia contract.

ix. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc. We have effectively managed the contract details and agency set-up over the last 10 years.

x. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. We can discuss.

xi. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions. No limitations. We use Chempax as our data management system which is common in the chemical industry.

xii. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Omnia contract sales over the last 12 months (July 2019 through June 2020) is $6,806,703. Our ability to guarantee future sales will depend upon the successful retention of our current cooperative agencies and the addition of new agencies while changing the lead agency (Las Vegas to Tucson). Further discussion required.

$_____.00 in year one

$_____.00 in year two

$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

xiii. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower

pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Our primary strategy is to use the cooperative contract to replace formal solicitations as we have been doing for the past decade. We will discount our prices lower than the standard Master Agreement if we are financially able and if a formal solicitation does not take place.

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Business Services Department are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit 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.mesaaz.gov/home/showdocument?id=23638 for a listing of participating agencies. The parties agree that these lists are subject to change.

   Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

   The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Business Services Department upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. **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.

3. **INSURANCE:**

   The Contractor agrees to:

   A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

   B. The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

   C. Provide and maintain minimum insurance limits as applicable:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	

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Each Occurrence	$5,000,000
General Aggregate	$5,000,000
Products & Completed Operations Aggregate	$5,000,000
Personal and Advertising Injury	$5,000,000
Blanket Contractual Liability	$5,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$5,000,000
III. Workers' Compensation (applicable to the State of Arizona)*[1]	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
IV. Professional Liability (Errors & Omissions) - In addition to I, II, III	
Each Claim	$3,000,000
Annual Aggregate	$2,000,000
VI. Environmental & Hazardous Waste - In addition to I, II, III Always check with the City's Risk Manager's Office when to use this.)	
Each Claim	$3,000,000
Annual Aggregate	$3,000,000

*[1] Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. **CLAIMS MADE INSURANCE COVERAGE:** If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

E. **ADDITIONAL INSURANCE REQUIREMENTS:** All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).

2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.

3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

F. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require (10) days written notice from the contractor to the City of Tucson. Such notice shall be sent directly to the Business Services Department – Procurement Division.

G. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

H. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Business Services Department – Procurement Division.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

4. 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. Any price adjustment will be effective upon the effective date of the Contract extension.

5. 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.

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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 Business Services.

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 Business Services. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **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.

7. **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.

8. **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.

9. **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.

10. **CONTRACT AMENDMENTS:** The Business Services 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 Business Services Department. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Business Services 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.

11. **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, 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.

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12. **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.

13. **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.

14. **EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et.seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).

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 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. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

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, holidays, paid vacation, sick days, or pension contributions 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. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

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-PAROL 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. **ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

25. **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.

26. **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.

27. **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.

28. **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.

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29. **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.

30. **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 invoice shall not be dated prior to the receipt of goods or completion of services.

    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.

    The Contractor's payment terms shall apply to all purchases and to all payment methods.

31. **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 Business Services. 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.

32. **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.

33. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and other applicable local, state or federal regulations.

    Contractor shall, at all times during the term of this Contract and for a period of three years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

    Contractor shall ensure City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to City.

34. **RIGHT TO AUDIT:** The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and invoices.

    The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.
    If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such

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sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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 Business Services. 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.

41. **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 Business Services is received by the parties to this Contract, unless the notice specifies a later time.

42. **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;

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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.

43. 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.

44. 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.

THATCHER COMPANY OF ARIZONA, INC.
P.O. Box 27407, Salt Lake City, UT 84127-0407

Phone (623) 691-6499
Fax (623) 691-6502

Price Change Process

Thatcher Company of Arizona, Inc. (herein referred to as "Thatcher") has responded to all the products listed in the RFP except for liquid oxygen. The array of RFP products is a combination of chemicals Thatcher manufactures and chemicals purchased from other direct manufacturers. A 3rd party indicator does not exist that will appropriately monitor cost increases or decreases in the general chemical market without providing risk to Thatcher or City of Tucson/OMNIA. This applies to individual chemicals as well.

Our goal at Thatcher is to partner with organizations who desire the success of both entities. When our costs decrease, we want to extend the savings to our customers. When our costs increase, we do not want to risk providing chemicals at a financial loss. To accomplish this goal, we propose the following:

- Prices quoted for this RFP are firm for the first 6 months of the contract.
- After each 6-month period:
  - Prices will decrease, increase, or remain unchanged based upon the actual cost change. Most of the chemicals in the RFP typically experience minor fluctuations in price.
  - Documentation will be provided for price changes where it exists (supplier letters etc.)
  - Prices will be reviewed each 6 months throughout the duration of the contract extensions (if exercised).

We look forward to a mutually beneficial relationship with the City of Tucson and OMNIA. The process outlined will ensure Thatcher can pass along actual price savings to the contract entities and protect Thatcher from unprofitable transactions.

Thatcher looks forward to further discussion to answer your questions and develop a mutually beneficial price change process.

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PRICE PAGE

If responding to the Water Treatment Chemicals portion of this solicitation, complete this Price Page. If only responding to other categories (and not Water Treatment Chemicals), provide pricing as described in Proposal Evaluation Requirements, Section II. Requirements Specific to Evaluation Criteria, item C. Price Proposal. If responding to the Water Treatment Chemicals portion of this solicitation in addition to other categories, complete the Price Page and provide pricing for other categories as indicated in proposal Evaluation Requirements, Section II. Requirements Specific to Evaluation Criteria, item C. Price Proposal.

The quantities appearing in this Price Page for Water Treatment Chemicals are only used as examples for estimated annual usage for a Participating Public Agency. They do not represent the City's actual usage and are not a guarantee of a Participating Public Agency's usage as there is no guaranteed work provided under the Master Agreement.

Example Agency #1:
Aluminum Sulfate 425,000 dry lbs.
Sodium Bisulfite 650,000 dry lbs.
Sodium Hypochlorite 1,300,000 gallons
Sodium Hydroxide 12,000 dry lbs.

Example Agency #2:
Aluminum Sulfate 65,000 dry lbs.
Sodium Bisulfite 210,000 dry lbs.
Sodium Hypochlorite 400,000 gallons
Sodium Hydroxide 75,000 dry lbs.
Citric Acid 30,000 wet lbs.
Liquid Oxygen 395,000 gallons

Example Agency #3
Sodium Bisulfite 29,000 dry lbs.
Sodium Hypochlorite 245,000 gallons

The pricing listed in this Price Page consists of 27 items and items shall be a firm fixed price.

Offeror's Name: Thatcher Company of Arizona, Inc.

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Aluminum Sulfate Minimum Shipping Quantity 21,483 dry lbs. (44,000 "as is" lbs.)	500,000	Dry lbs	$ 0.1639	$ 0.0389	$ 0.2028	$ 3.00
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity 44,000 lbs.	25,000	Dry lbs	$ 0.1186	$ 0.0814	$ 0.20	$ 3.00

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Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
3.	Sodium Bisulfite Minimum Shipping Quantity 18,000 dry lbs. (45,000 "as is" lbs.)	900,000	Dry lbs	$ 0.2955	$ 0.2225	$ 0.518	$ 3.00
4.	Sodium Hypochlorite Minimum Shipping Quantity 4,400 gal	2,000,000	Gal	$ 0.87	$ 0.53	$ 1.40	$ 3.00
5.	Sodium Hydroxide Minimum Shipping Quantity 44,000 lb.s	85,000	Wet lbs	$ 0.1575	$ 0.0245	$ 0.182	$ 3.00
6.	Ammonia, Anhydrous Minimum Shipping Quantity 44,000 lbs.	10,000	Wet Dry lbs	$ 0.2874	$ 0.0926	$ 0.38	$ 3.00
7.	Ammonium Hydroxide Minimum Shipping Quantity 8,360 dry lbs. (44,000 "as is") lbs.	10,000	Dry lbs	$ 0.6705	$ 0.4874	$ 1.1579	$ 3.00
8.	Chlorine Minimum Shipping Quantity 44,000 lbs.	10,000	lb. Gal	$ 0.279	$ 0.051	$ 0.33	$ 3.00
9.	Copper Sulfate Minimum Shipping Quantity 42,000 lbs.	10,000	Dry lbs	$ 1.623	$ 0.072	$ 1.695	$ 3.00
10.	Ferric Sulfate Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 0.1948	$ 0.185	$ 0.38	$ 3.00
	10% Iron "as is" lbs.						
	12% Iron Minimum: 44,000 "as is" lbs.		Dry lbs	$ 0.1957	$ 0.1543	$ 0.35	$ 3.00
	13% Iron Minimum: 44,000 "as is" lbs.		Dry lbs	$ 0.1883	$ 0.1425	$ 0.3308	$ 3.00

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Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
11.	Sodium Fluoride Minimum Shipping Quantity_____	10,000	Dry lbs	$ No Bid	$ No Bid	$ No Bid	$ No Bid
12.	Fluorosilicic Acid Minimum Shipping Quantity 10,120 dry lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 1.3844	$ 0.0213	$ 1.4057	$ 3.00
13.	Hydorfluosilicic Acid Minimum Shipping Quantity 10,120 dry lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 1.3844	$ 0.0213	$ 1.4057	$ 3.00
14.	Lime Foundry Quick Grade Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 0.121	$ 0.069	$ 0.19	$ 3.00
15.	Lime Hydrated Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 0.151	$ 0.069	$ 0.22	$ 3.00
16.	Pebble Quicklime Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 0.121	$ 0.069	$ 0.19	$ 3.00
17.	Polyaluminum Chloride Minimum Shipping Quantity 44,000 lbs.	10,000	Wet Dry lbs	$ 0.2574	$ 0.0926	$ 0.35	$ 3.00
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity 44,000 lbs.	10,000	Wet Dry lbs	$ 0.2574	$ 0.0926	$ 0.35	$ 3.00

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Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
19.	Polyphosphate Minimum Shipping Quantity 44,000 lbs.	10,000	Wet Dry lbs	$ 0.3274	$ 0.0926	$ 0.42	$ 3.00
20.	Potassium Permanganate Minimum Shipping Quantity 43,982 lbs.	10,000	Dry lbs	$ 2.0009	$ 0.0991	$ 2.10	$ 3.00
21.	Powder Activated Carbon Minimum Shipping Quantity 40,000 lbs.	10,000	Dry lbs	$ 0.46	$ 0.09	$ 0.55	$ 3.00
22.	Sodium Hexametaphosphate Minimum Shipping Quantity 44,000 lbs.	10,000	Dry lbs	$ 1.0454	$ 0.0246	$ 1.07	$ 3.00
23.	Sulfur Dioxide Minimum Shipping Quantity 44,000 lbs.	10,000	Wet Dry lbs	$ 0.318	$ 0.112	$ 0.43	$ 3.00
24.	Sulfuric Acid Minimum Shipping Quantity 40,920 lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 0.0918	$ 0.0265	$ 0.1183	$ 3.00
25.	Zinc Orthophosphat Minimum Shipping Quantity 17,600 lbs. (44,000 "as is" lbs.)	10,000	Dry lbs	$ 1.466	$ 0.06	$ 1.526	$ 3.00
26.	Citric Acid Minimum Shipping Quantity 44,000 lbs.	31,700	Wet Lbs.	$ 0.4074	$ 0.0926	$ 0.50	$ 3.00

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Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
27.	Liquid Oxygen Minimum Shipping Quantity_____	396,000	Gal	$ No Bid	$ No Bid	$ No Bid	$ No Bid

* Charge per UOM Mile shall be established as distance from Offerors closest distribution facility.

PAYMENT TERMS: 0 Percent / NET30 Days **DELIVERY TIME:** Varies by product

NOTE: EXCEPTIONS TO BID
The Offeror must list on a separate sheet of paper any exceptions to the conditions of this RFP. This sheet must be labeled, "Exceptions to RFP Conditions", and must be submitted as part of Offeror's response. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. **ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.**

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Methanol Minimum Shipping Quantity_____	7000	Gal	$ 1.23	$ .48	$ 1.71	$ 3.00
2.	Mississippi Lime Minimum Shipping Quantity_____	48,000	Lbs	$ .115	$ .1550	$ .27	$ 3.00
3.	T-Floc 1417 Minimum Shipping Quantity_____	32,900	Lbs	$ .4267	$ .0253	$ .4520	$ 3.00
4.	Calcium Hypochlorite 3" Tabs Minimum Shipping Quantity_____	48,000	Dry lbs	$ 1.936	$ .1740	$ 2.11	$ 3.00
5.	Anhydrous Ammonia Refrig -Grade Minimum Shipping Quantity_____	17.5	Tons	$ .275	$ .1250	$ .40	$ 3.00

**NOTE: Applicable taxes not included. Appendix A forms part of our proposal.

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REQUEST FOR PROPOSAL NO. 212528
PAGE 62 OF 138
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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.

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

Salt Lake City UT 84127-0407
City State Zip

Signature of Person Authorized to Sign

Craig N. Thatcher
Printed Name

President
Title

For clarification of this offer, contact:

Name: Robert Dubel

Title: Account Manager

Phone: (480) 248-4748 mobile

Fax: (623) 691-6502

E-mail: robert.dubel@tchem.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 _____ 20___

_____
As Tucson City Attorney and not personally

Awarded:

This _____ day of _____ 20____

_____
As Director of Business Services and not personally

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ATTACHMENTS

Attachment A

Requirements for National Cooperative Contract to be Administered by OMNIA Partners

- All Offerors responding to this solicitation should address the items in this attachment where requested.

REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

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EXHIBIT A
RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Water Treatment Chemicals & Polymers. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.
These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that

any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section 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.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $65M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales

and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its 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 or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

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2.3 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 OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of sales persons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

   a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.

   Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

   a. Minority Women Business Enterprise

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   c. Historically Underutilized Business (HUB)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to implement the Master Agreement as supplier's

primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

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

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;

- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

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I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

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ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and made a part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners

may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

_____
_____
_____
_____

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

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EXHIBIT C
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

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255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR AND/OR COMMUNITIES PROGRAM MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A U.S. COMMUNITIES

Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

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EXHIBIT D
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

_____
Signature

_____
Name

_____
Title

_____
Date

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EXHIBIT E
CONTRACT SALES REPORTING TEMPLATE

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS

			Supplier Name:		Total Sales	$0.00										
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	UniqueId	Rebate Due	Rebate Name

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EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;
(ii) A subsidy;
(iii) A loan;
(iv) A loan guarantee; or
(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and Implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

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(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the

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President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for 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 awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) 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 Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: **THATCHER COMPANY OF ARIZONA, INC.**

Address, City, State, and Zip Code: P. O. Box 27407, Salt Lake City, UT 84127-0407

Phone Number: (480) 248-4748 mobile Fax Number: (623) 691-6502

Printed Name and Title of Authorized Representative: Craig N. Thatcher, President

Email Address: craig.thatcher@tchem.com

Signature of Authorized Representative: _____ Date: July 28, 2020

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers,

employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity
A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy
A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps
For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements
When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements
If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any,

paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program,

Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and

2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

   a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

   b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

   c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

   d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or

offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Thatcher Company of Arizona, Inc. **, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.**

Craig N. Thatcher

Signature of Contractor's Authorized Official

Craig N. Thatcher, President

Name and Title of Contractor's Authorized Official

July 28, 2020

Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

    a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

    b. Changes.

    To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

    c. Access to Records.

    All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

    d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

    a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

    b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

    a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

    b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and

Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

    a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

    a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

    b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name:
Thatcher Company of Arizona, Inc.

Address, City, State, and Zip Code:
P. O. Box 27407, Salt Lake City, UT 84127-0407

Phone Number: (480) 248-4748 mobile Fax Number: (480) 691-6502

Printed Name and Title of Authorized Representative: Craig N. Thatcher, President

Email Address:
craig.thatcher@tchem.com

Signature of Authorized Representative:

Date: July 28, 2020

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

Bid and Performance Security, as required by the applicable municipal or state statutes.

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Thatcher Company of Arizona, Inc.

Street: 6321 South Rainbow Road

City, State, Zip Code: Buckeye, AZ 85326-3415

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Craig N. Thatcher, *an authorized representative of* Thatcher Company of Arizona, Inc., *a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Craig N. Thatcher	P. O. Box 27407, SLC, UT 84127-0407	33.33%
Diane T. Barlow	P. O. Box 27407, SLC, UT 84127-0407	33.33%
Teri T. Flanders	P. O. Box 27407, SLC, UT 84127-0407	33.33%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

July 28, 2020
Date

Authorized Signature and Title
Craig N. Thatcher, President

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Thatcher Company of Arizona, Inc.

Street: 6321 South Rainbow Road

City, State, Zip Code: Buckeye, AZ 85326-3415

State of Utah

County of Salt Lake

I, Craig N. Thatcher *(Name)* *of the* Salt Lake City *(City)*

in the County of Salt Lake, *State of* Utah
of full age, being duly sworn according to law on my oath depose and say that:

I am the President *(Title)* *of the firm of* Thatcher Company of Arizona, Inc. *(Company Name)*
the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Thatcher Company of Arizona, Inc.
Company Name

Authorized Signature & Title
CRAIG N. THATCHER, PRESIDENT

Subscribed and sworn before me

this 28th day of July, 20 20

Wendy G. Richmond
Notary Public of Utah
My commission expires January 11, 2023

WENDY G. RICHMOND
Notary Public - State of Utah
Commission #703649
My Commission Expires
January 11, 2023

SEAL

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Thatcher Company of Arizona, Inc.

Street: 6321 South Rainbow Road

City, State, Zip Code: Buckeye, AZ 85326-3415

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

July 28, 2020
Date

Authorized Signature and Title
CRAIG N. THATCHER, PRESIDENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent
CRAIG N. THATCHER, PRESIDENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Thatcher Company of Arizona, Inc.		
Address:	6321 South Rainbow Rod		
City:	Buckeye	State: AZ	Zip: 85326-3415

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Craig N. Thatcher — Craig N. Thatcher — President
Signature — Printed Name — Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
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DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Craig N. Thatcher	Name:
Home Address:	1905 Fortune Road Salt Lake City, UT 84104	Home Address:
Name:	Diane T. Barlow	Name:
Home Address:	1905 Fortune Road Salt Lake City, UT 84104	Home Address:
Name:	Teri T. Flanders	Name:
Home Address:	1905 Fortune Road Salt Lake City, UT 84104	Home Address:

STATE OF UTAH; COUNTY OF SALT LAKE)

Subscribed and sworn before me this 28th day of July, 2020

(Notary Public) Wendy G. Richmond

My Commission expires: January 11, 2023

Craig N. Thatcher
(Affiant)

Craig N. Thatcher, President
(Print name & title of affiant)

(Corporate Seal)

WENDY G. RICHMOND
Notary Public - State of Utah
Commission #703649
My Commission Expires
January 11, 2023

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: 212528 **Bidder/Offeror:** Thatcher Company of Arizona, Inc.

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive**. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Craig N. Thatcher Signature: Craig N. Thatcher

Title: President Date: July 27, 2020

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	THATCHER GROUP INC.
Trade Name:	
Address:	1905 FORTUNE RD SALT LAKE CITY, UT 84104
Certificate Number:	1921637
Effective Date:	December 24, 2014
Date of Issuance:	September 10, 2018

For Office Use Only:

20180910121618247

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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EXHIBIT H
ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA

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CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT

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BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT

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HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT

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NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT

SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA

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KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

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OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR

BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA

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CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR

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CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
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FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
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HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
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KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR

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LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR

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NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR

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PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR

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RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR

SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
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TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR

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VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR

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YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:
ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
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
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR

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MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT

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DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT

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RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION
ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES

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MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
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SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

THATCHER COMPANY OF ARIZONA, INC.
6321 South Rainbow Road, Buckeye, AZ 85326
Phone (623) 691-6499
Fax (623) 691-6502

APPENDIX A

FORCE MAJEURE

PERFORMANCE

(a) Performance of any obligation under this contract may be suspended by the party so affected without liability in the event of an Act of God; war; fire; flood; strike; explosion; labor trouble; mechanical breakdown; accident, riot, governmental action, laws, regulations or orders (including, but not limited to, pollution, health, ecology or environmental matters); Seller's inability to obtain fuel, power, raw materials, or equipment used in connection therewith on terms it deems practicable; or any other cause beyond the reasonable control of either party interfering with the production, supply, transportation or consumption practice of the party at the time which delays, prevents, restricts, limits or renders commercially infeasible, the performance of this contract or the consumption, sale or use of the goods, except as to the goods already in transit.

(b) The affected party may invoke subparagraph (a) or (b) by promptly notifying the other party in writing of the nature and the estimated duration of the suspension or cancellation of the party's performance. The total quantity hereunder shall be reduced by the quantity not delivered during the term of the suspension or cancellation without liability, and the contract shall otherwise remain unaffected. In no event shall Seller be required to ship the goods from Seller's or, if applicable, its affiliates' other locations or to purchase the goods or components thereof from other sources to fulfill the contract requirements. Seller may, without liability, allocate its supply of such goods or raw materials among its own uses, or distribute it among its customers upon such basis and in such manner as Seller deems fair and reasonable, provided that any goods or raw materials obtained by Seller from a third party solely for Seller's internal use are not subject to allocation.

City of Tucson

License Certificate

Business Name and Mailing Address:

THATCHER COMPANY OF ARIZONA INC
PO BOX 27407
SALT LAKE CITY UT 84127

License Number: 3048079

Type:

Issue Date: December 12, 2019

Expiration Date: December 31, 2020

Owner:
THATCHER COMPANY OF ARIZONA INC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA

LICENSE SECTION

Expiration Date: December 31, 2020

Non-Transferable

3048079

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: THATCHER COMPANY OF ARIZONA INC

Located At: 6321 S RAINBOW RD, BUCKEYE, AZ 85326

Effective: January 01, 2020

Please refer to license number in all correspondence.

By Jyoti K. Gerland
CFO/Assistant City Manager

THATCHER COMPANY OF ARIZONA, INC.
6321 SOUTH RAINBOW ROAD, BUCKEYE, AZ 85326
Phone (623) 691-6499
Fax (623) 691-6502

July 22, 2020

City of Tucson Business Services Department
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Attention: Tracy Garcia, Senior Contract Officer

Re: Request for Proposal No. 212528

Dear M. Garcia,

With regard to the insurance provisions for the subject Request for Proposal, specifically provisions under Special Terms and Conditions, Paragraph 3. Insurance, Subparagraph C. regarding minimum insurance limits, Part IV. Professional Liability, we respectfully request exception from the requirement for Professional Liability coverage.

Our proposal is for delivery of chemical products, not professional services. Hence, the requirement for Professional Liability coverage is not applicable.

Your consideration and acceptance of this exception to your requirements would be appreciated.

Cordially,

Craig N. Thatcher
President

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT

REQUEST FOR PROPOSAL NO. 212528

AMENDMENT NO. ONE (1)

WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)

DATE ISSUED: JULY 21, 2020

The referenced document has been modified as per the attached Amendment No. ONE (1).

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 Tracy Garcia, Senior Contract Officer at (520) 837-4114.

BUSINESS SERVICES DEPARTMENT – SHARED SERVICES PROCUREMENT
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonaz.gov

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114/FAX: (520) 791-4735
ISSUE DATE: JULY 21, 2020

REQUEST FOR PROPOSAL NO.: 212528
RFP AMENDMENT NO.: ONE (1)

RFP DUE DATE: AUGUST 3, 2020 @ 2:00 p.m., LOCAL ARIZONA TIME
SENIOR CONTRACT OFFICER: TRACY GARCIA

THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

ITEM ONE (1): QUESTION AND ANSWERS: The City has received the following questions, and has responded as such.

Question 1: Since we bid on FSA/HFS, we will need the delivery locations/addresses for that product in order to gather freight rates and minimum order quantities, any price we supply for the RFP for that product only, would be only for the ship to's we are able to gather freight rates for, anything outside of those addresses would incur a completely different price due to freight from our terminals, hope this makes sense, is there a place to specify we cannot offer same price to any location nationwide, as that is not physically or financially possible?

Response: As part of the response to this RFP, indicate on a separate page that prices will vary dependent on location. If known, indicate what differing freight rates, schedules, and/or prices are (this can be by state or region or however applicable to Supplier's operations). Also, indicate the areas of the country Offeror is able to service.

Question 2: Please provide the following: Actual last year usage of FSA/HFS? Or estimated annual usage is fine.

Response: Usage numbers by item are not available.

Question 3: Please provide the following: Minimum order typically requested for FSA/HFS?

Response: See response to Question 2. Items are to be priced as competitively as possible, however, if there are additional pricing discounts based on volume order, that can be indicated on a separate page as part of the response to this RFP.

Question 4: Please provide the following: Do you accept assay adjusted invoicing for the fluoride i.e. if the assay is delivered at 24.1% and we bid a price of 23% assay, the unit price or QTY will be assay adjusted per invoice, based upon certificate of analysis?

Response: For response purposes, respond where assay adjusted invoicing is not accepted. This will be addressed on an agency by agency basis. Participating Agencies may request this upon contract award.

Question 5: Please provide the following: Who is the current supplier to the City of Tucson for items 12 & 13 and what price?

Response: The City of Tucson has not historically used these specific items. This solicitation is for a nationwide contract offering a broad range of chemicals to agencies across the country.

Question 6: Please provide the following: How is the product to be delivered, bulk tank truck, totes, drums, etc.?

Response: For Water Treatment Chemicals see the Delivery Logistics section under E. Technical Specifications for each requirement and how items are to be delivered; Agencies nationwide will have differing needs, indicate all delivery options Offeror can provide.

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114/FAX: (520) 791-4735
ISSUE DATE: JULY 21, 2020

Question 7: Please provide the following: Any other specific delivery requirements, hose length, fittings, samples taken during offloading, time/day for delivery, please specify.

Response: All requirements are included in the RFP; Agencies nationwide will have differing needs, indicate all delivery options Offeror can provide.

Question 8: Please provide the following: It looks like this is a blanket RFP not an actual bid for the City of Tucson correct?

Response: The contract is intended for both the City of Tucson and Participating Public Agencies nationwide.

Question 9: I have reviewed the bid documents and we do not distribute any of the chemicals on the bid. Does the city use any of the chemicals below?

- Fluorosilicic Acid
- Sodium Fluorosilicate
- Sodium Fluoride
- Dense Soda Ash
- Hand Sanitizer

Response: For items not specifically listed in the RFP that are related to Water Treatment Chemicals (whether a product and/or a service), Suppliers should provide a response to the 'Additional Water Treatment Products and Services' portion of the solicitation. Suppliers should provide the necessary details for the products and services being offered as part of their response as indicated in Section II. Requirements Specific to Evaluation Criteria.

Question 10: Please provide the following: Can you clarify if the hydrofluosilicic acid/Fluorosilicic acid items 12 & 13, which is the same molecular product, not sure why it is listed twice, is being requested for the City of Tucson, or just stock price request for OMNIA to use at other locations across the country as part of their national request?

Response: Supplier's should respond to fluorosilic acid and hydrofluorosilic acid as hydrofluorosilicic. All items are being requested both for the City of Tucson and Participating Public Agencies piggybacking off the Master Agreement.

Question 11: Please confirm your current products and annual usage amounts in lbs. and ship to location for all polymers you are bidding on this proposal?

Response: See responses to Questions 1 and 2. This solicitation is for a nationwide contract offering a broad range of chemicals to agencies across the country.

Question 12: I would like to inquire as to the current supplier and pricing.

Response: Current contract information can be found at the following link: https://tucsonprocurement.com/home_SearchResults.aspx?ContractNum=161397&ContractTitle=&Keywords=&VendorName=&Department=&selecttype=Internal&orderby=ContractTitle

Question 13: I would like to inquire as to the annual volume of the calcium hypochlorite tablets that the City of Tucson, AZ currently uses.

Response: See response to Question 2.

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114/FAX: (520) 791-4735
ISSUE DATE: JULY 21, 2020

REQUEST FOR PROPOSAL NO.: 212528
RFP AMENDMENT NO.: ONE (1)

RFP DUE DATE: AUGUST 3, 2020 @ 2:00 p.m., LOCAL ARIZONA TIME
SENIOR CONTRACT OFFICER: TRACY GARCIA

Question 14: What are the actual delivery site addresses for each chemical?

Response: Locations and chemicals currently being delivered for the City of Tucson include:

- Hayden Udall: 4401 S Tucson Estates Pkwy, Tucson, AZ , 12.5% Sodium Hypochlorite
- Plant 9: 6505 S Sandario Rd. Tucson, AZ, 12.5% Sodium Hypochlorite
- Eisenhower (SCWPF): 9178 S Eisenhower Rd. Tucson, AZ, 12.5% Sodium Hypochlorite
- TARP: 1102 W Irvington Rd. Tucson, AZ, 12.5% Sodium Hypochlorite & 35% Hydrogen Peroxide
- Reclaim Facilities:
- 2550 W. Sweetwater Dr. Tucson, AZ, 12% Sodium Hypoclorite and 19% Ammonium Hydroxide
- 11701 N. Thornydale Rd. Tucson, AZ, 12% Sodium Hypochlorite
- 1580 S. Santa Cruz Ln. Tucson, AZ, 40% Sodium Bi-Sulfite

This solicitation is for a nationwide contract offering a broad range of chemicals to agencies across the country. See answer to Question 1 for more information.

Question 15: What is the actual delivery volume for each chemical?

Response: See response to Question 2.

Question 16: Do you know which locations will be taking Aluminum Sulfate, Ferric Sulfate and Polyaluminum Chloride?

Response: This solicitation is for a nationwide contract offering a broad range of chemicals to agencies across the country. Exact locations are not available.

Question 17: #5 Sodium Hudroxide. What are the estimated annual usages?

Response: Usage numbers by item are not available.

Question 18: #26 Citric Acid. Is it to be provided in powder or liquid form?

Response: For the price page, use liquid. If additional forms can be provided, include that information with pricing on a separate page as part of Supplier's response.

Question 19: #2 Soda Ash. Is it to be provided in dense or light form?

Response: For the price page, use dense. If light grade can be provided, include that information with pricing on a separate page as part of Supplier's response.

Question 20: #8 Chlorine. Is it to be provided in liquid bulk or cylinders?

Response: For the price page, use cylinders. If liquid bulk can be provided, include that information with pricing on a separate page as part of Supplier's response.

Question 21: #17. Polyaluminum Chloride. Is 10000/# per year a realistic annual usage number?

Response: See response to Question 3.

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114/FAX: (520) 791-4735
ISSUE DATE: JULY 21, 2020

REQUEST FOR PROPOSAL NO.: 212528
RFP AMENDMENT NO.: ONE (1)

RFP DUE DATE: AUGUST 3, 2020 @ 2:00 p.m., LOCAL ARIZONA TIME
SENIOR CONTRACT OFFICER: TRACY GARCIA

Question 22: #18. Polyaluminum Hydroxychlorosul. Is 10000/# per year a realistic annual usage number?

Response: See response to Question 3.

Question 23: #10. Ferric Sulfate. What strength is needed (%)?

Response: See D. General Chemical Descriptions, v. Ferric Sulfate.

Question 24: #9. Copper Sulfate. What grade macro/small crystal is being requested?

Response: See D. General Chemical Descriptions, iv. Cooper Sulfate. Copper Sulfate shall be standard commercial fine crystal grade.

Question 25: Do you anticipate extending the bid due date?

Response: The bid due date is not being extended at this time.

Question 26: What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

Response: There are no additional details outside of what is included in the RFP. The evaluation criteria is included in the solicitation and if a clarification to an Offeror's response is needed, it will be asked by the City of Tucson during the evaluation phase.

Question 27: Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com/free?

Response: Often third parties will repost public solicitations so it is unknown which specific organizations reposted this RFP. Outside of the City of Tucson, the link to the solicitation was provided on the OMNIA Partners site and the RFP was advertised in various newspapers across the country.

Question 28: Is this for the water plant?

Response: This contract is intended to meet the needs of the City of Tucson as well as other Participating Agencies nationwide. This contract may also meet the needs of other departments within the City of Tucson.

Question 29: Existing vendors and prices from last bid?

Response: See response for Question 12.

Question 30: Will Ferric Sulfate be used?

Response: It is anticipated that it will be however the usage for public agencies for specific items is unknown.

Question 31: #14. Lime foundry quick grade. Is this limestone or quick lime? If it's quicklime how is it different from the pebble quicklime?

Response: Quick Lime. See the General Chemical Descriptions specifically sec tions ix. And xi.

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
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P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114/FAX: (520) 791-4735
ISSUE DATE: JULY 21, 2020

REQUEST FOR PROPOSAL NO.: 212528
RFP AMENDMENT NO.: ONE (1)

RFP DUE DATE: AUGUST 3, 2020 @ 2:00 p.m., LOCAL ARIZONA TIME
SENIOR CONTRACT OFFICER: TRACY GARCIA

Question 32: #7. Ammonium Hydroxide. Are you requesting a tech grade or high purity? If you are requesting a high purity would you accept a 19%?

Response: The chemical strength requested is a minimum of 20% (see section D. General Chemical Descriptions. Respondents may include other strengths/products/services on a separate page as indicated in the RFP.

Question 33: #12. Fluorosilicic Acid. Is there a Spec difference from 13. Hydroflusilicic Acid?

Response: See Answer to Question 10.

Question 34: #13. Hydroflusilicic Acid. Is there a Spec difference from 12. fluorosilicic Acid?

Response: See Answer to Question 10.

Question 35: #17. Polyaluminum Chloride. 18. Polyaluminum Hydroxychlorosul. Specs are the same is that intentional?

Response: Yes.

Question 36: #23. Sulfur Dioxide. Bid requests this in dry pounds what calculation is to be used as Sulfer Dioxide is not generally sold in dry pounds?

Response: See section D. General Chemical Descriptions. This is an Request for Proposal so if an Offeror is unable to provide a product at the given Unit of Measure - indicate as such and provide additional details on a separate page submitted with the response.

Question 37: Section D shows a spec for Sodium Permanganate but there is no price sheet line item for that product? Is that product up for bid?

Response: Yes, any products or services related to Water Treatment Chemicals (whether or not it is specifically listed in the RFP or called out on the Price Page) can be submitted by an Offeror as part of their response.

Question 38: #7. Ammonium Hydroxide. Can you please clarify the spec on this product?

Response: See response to Question 34. All of the technical specifications for the products are included in the RFP, anything else is additional that may be submitted in the Offeror's response.

ITEM TWO (2): Clarification: There are references in some advertisements of this Request for Proposal in which the Proposal Number was listed as 002013 for Water Treatment Chemicals with a Proposal Due Date of August 3, 2020. The correct Proposal Number is 212528 however the reference(s) to 002013 (Water Treatment Chemicals) is referring to this RFP. All submittals for this RFP should reference the correct Proposal Number of 212528 for Water Treatment Chemicals. The Due Date is August 3, 2020 at 2:00 p.m. Local Arizona Time.

ITEM THREE (3): PROPOSAL EVALUATION REQUIREMENTS; SECTION C, PRICE PROPOSAL; SUBSET 4, COOPERATIVE PURCHASING PROGRAM

Subset 4 (COOPERATIVE PURCHASING PROGRAM) of Section C (PRICE PROPOSAL) OF THE PROPOSAL EVALUATION REQUIREMENTS on page 46 of the RFP has hereby been deleted in its entirety.

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114/FAX: (520) 791-4735
ISSUE DATE: JULY 21, 2020

REQUEST FOR PROPOSAL NO.: 212528
RFP AMENDMENT NO.: ONE (1)
PAGE 7 of 7
RFP DUE DATE: AUGUST 3, 2020 @ 2:00 p.m., LOCAL ARIZONA TIME
SENIOR CONTRACT OFFICER: TRACY GARCIA

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ALL OTHER PROVISIONS OF THE REQUEST FOR QUOTATION SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature Date 7/28/2020

Craig N. Thatcher, President
Print Name and Title

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

Salt Lake City UT 84127-0407
City State Zip

5. RFP #212528

CITY OF TUCSON
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	**212528**
PROPOSAL DUE DATE:	**AUGUST 3, 2020, AT 2:00 P.M. LOCAL AZ TIME**
MATERIAL OR SERVICE:	**WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)**
PRE-PROPOSAL CONFERENCE DATE:	**JULY 17, 2020**
TIME:	**10:30 a.m.**
LOCATION:	**https://teams.microsoft.com/l/meetup-join/RFP212528_Water_Treatment_Chemicals_pre-proposal_conference** +1 213-293-2303 United States, Los Angeles (Toll) Conference ID: 258 273 029#
CONTRACT OFFICER:	**TRACY GARCIA**
TELEPHONE NUMBER:	**(520) 837-4114** **Tracy.Garcia@tucsonaz.gov**

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. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, or to update an existing vendor record, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration to access the City's vendor registration system. You may also call the Shared Services Procurement Division of the Business Services Department at (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received electronically by the Business Services Department at https://www.tucsonaz.gov/bso/ until the date and time cited.

Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

It is the sole responsibility of the Bidder to submit their Bid before the scheduled time, as reflected in the City's online bidding system. No Bid shall be accepted after the scheduled opening time.

Questions must be addressed to the Contract Officer listed above.

TLG

PUBLISH DATE: JULY 1, 2020

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

INTRODUCTION

The City of Tucson is requesting proposals from qualified and experienced firms to provide **WATER TREATMENT CHEMICALS (POLYMERS AND MISC.).**

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 supplies and materials.

National Contract

The City of Tucson, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Attachment A contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over $100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment A).

The City of Tucson anticipates spending approximately $1.25 Million over the full potential Master Agreement term for Water Treatment Chemicals. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Water Treatment Chemicals purchased under the Master Agreement through OMNIA Partners Public Sector is approximately $65 Million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

SCOPE OF WORK

1. WATER TREATMENT CHEMICALS

A. GENERAL REQUIREMENTS

These requirements are broad for the City and Participating Public Agencies utilizing the Master Agreement outside of the City.

Contractor(s) warrant that chemicals provided as a result of this RFP:

i. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals;
ii. Conform to the general chemical specifications contained herein;
iii. Are suitable for wastewater treatment;
iv. Are free from adulterants or impurities of any kind; and
v. The specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.

If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the utilizing agency, then the Contractor shall at no additional cost to the City or Participating Public Agencies, promptly replace with item that meets specifications.

Contractor(s) understand and acknowledge that the City and other Participating Public Agencies provide services essential to the health and welfare of the public. Failure of a Contractor to provide contracted chemicals may jeopardize the City and Participating Public Agencies' ability to provide timely services, which may affect the health and welfare of the public served by the City and Participating Public Agencies. In the event of product shortages at any point from production to delivery, Contractor(s) agree and affirm that the City and Participating Public Agencies will be given the earliest possible notice and the highest priority for allocation of the chemicals listed herein. To the extent the Contractor(s) must prioritize and/or allocate delivery among its customers, the requirements of the City and Participating Public Agencies under this Master Agreement will be honored before chemicals are provided to a customer with no such obligations.

The Contractor(s) is/are responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the Master Agreement. Failure to maintain compliance as specified in this paragraph or elsewhere in this RFP shall constitute a breach of contract.

The City and Participating Public Agencies reserve the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the City and Participating Public Agencies specifications will be sufficient reason for rejection of the shipment. Should a shipment be rejected, the Contractor(s) shall remove all non-conforming chemicals at its sole cost. Upon notice of rejection of a shipment, the Contractor(s) shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event a Contractor is unable to promptly furnish the chemical of the acceptable quality; the Participating Public Agencies will obtain the chemical elsewhere. Any reasonable additional cost incurred by the City or Participating Public Agencies will be charged to the Contractor either as a credit against an outstanding invoice or billed to the Contractor for immediate payment.

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

B. DELIVERY

a. DELIVERY TIME: Chemicals are to be delivered on an as-needed basis to the City of Tucson **within two days of order** by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order. Sodium hypochlorite solution deliveries are expected to be required twice each week, including weekends and holidays, with the possibility of being required three times per week during high-demand periods. Minimum order quantities will be:

i. minimum of 4,000 (four thousand) gallons of 20% sodium hydroxide
ii. minimum of 3,500 (three thousand five hundred) gallons of 12% sodium hypochlorite
iii. minimum of 2 (two) buckets (55-lb. buckets) of calcium hypochlorite tablets

b. DELIVERY INSTRUCTIONS: The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended).The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of gallons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply. Do not assume an air supply will be provided. Unloading air pressure shall not exceed 20 psi. The driver shall wear all appropriate PPE during the entire unloading process and is required to stay with the vehicle during the entire unloading process. The Contractor shall insure all hoses used in unloading of chemicals are in good condition. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.

c. The City and each Participating Public Agencies will establish their own delivery schedule based upon its own requirements and the Contractor's specified time to deliver after receipt of an order. Failure to honor delivery schedules may result in damages to the City or the Participating Public Agency. The City or Participating Public Agency may at their own option and convenience cure late, partial, or missing deliveries in any manner allowed to them by their terms and conditions that best resolves the shortage. The Contractor(s) is/are liable for any and all reasonable costs incurred by the City or a Participating Public Agency due to such failures and can also recover any additional losses by deducting the outstanding amount from unpaid invoices.

If the Homeland Security Advisory System places the waste/drinking water industry in Codes Orange or Red, all deliveries shall be between the designated hours at the City or Participating Public Agencies for that code status. A Contractor(s) will be required to follow prescribed delivery methods and regulations during the Code Orange or Red status.

The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the City and each Participating Public Agency. Failure to deliver at the time specified, or as amended in writing by the City or Participating Public Agency or failure to make replacements of rejected chemicals shall constitute a breach of contract.

Contractor(s) shall comply with all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any State or local requirements. Chemical containers supplied by the Contractor(s) shall be the sole responsibility of the Contractor(s) at all times and in any circumstance. The City and Participating Public Agencies will not pay demurrage or other charges unless the City or Participating Public Agency requests that the Contractor(s) leave the container beyond the delivery date. The control number shall be provided to the treatment plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the City or Participating Public Agency may be cause for refusal of the delivery.

All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

- Contractor(s) Name
- Purchase Order and Call Order Number (release number)
- Date of Delivery and Date of Order
- Materials Furnished
  - Quantity, unit price and extension of each item, and total in accordance with the contract
- Name of authorized representative ordering supplies

A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City or Participating Public Agency, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the City or Participating Public Agency which may include fax a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.

Agencies have the right to refuse delivery if chemical packaging is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

All chemicals will be delivered F.O.B. destination as prescribed by the awarded price/freight schedule. Delivery free period shall be prescribed by the City or Participating Public Agency and hours of delivery will be determined by the City or each Participating Public Agency.

C. MSDS REPORTS

The following MSDS related documentation must be furnished to the City or each Participating Public Agency upon request:

i. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
ii. National Sanitation Foundation certification for the quoted chemical.
iii. Chemical certificate of analysis for all chemicals.

D. GENERAL CHEMICAL DESCRIPTIONS

The type and general description of chemicals are provided in this section. These are meant to be an overview of the types of chemicals that are available under the Master Agreement. The City and/or Participating Public Agencies specifics will need to be taken into consideration on a case by case basis upon their agreement to utilize the Master Agreement.

i. Ammonia, Anhydrous

The product furnished shall be chemically pure anhydrous, 99.98% free ammonia, free from impurities, which might cause hazards or stoppage of the operation of standard ammonia feed equipment.

ii. Ammonium Hydroxide

Chemical strength shall be at a minimum 20%

iii. Chlorine

The product furnished shall be chemically pure anhydrous, 99.5% by volume free chlorine, free from impurities, which cause hazards, or stoppage in the operation of standard chlorinating equipment. The Contractor(s) at a minimum shall adhere to the recommendations in the current edition of the Chlorine Institute's Pamphlet 17 Packaging and Shipping Plant Safety and Operational guides for receiving, inspecting, testing and reconditioning chlorine cylinders, ton containers, valves and fusible plugs.

iv. Copper Sulfate

Copper Sulfate shall be standard commercial fine crystal grade of copper sulfate pentahydrate containing at least 99% of CuSo4.5H20. The percentage of elemental copper shall not be less than 25% and insoluble matter shall not exceed 0.5%. Certification or quality assurance of mesh size must be provided.

v. Ferric Sulfate

Ferric sulfate solution is a reddish brown liquid that is manufactured from a high purity, mined magnetic iron ore, virgin sulfuric acid, water, and liquid oxygen. The solution must comply with the AWWA standard for ferric sulfate (B406) and is NSF/ANSI Standard 60 certified for use in potable water and municipal and industrial wastewater.
The following types should be provided:

(a) Ferric Sulfate 10% Fe

(c) Appearance	Dark Liquid
(d) Fe (III)	10.25 ± 0.25%
Fe (II)	< 0.15%
Specific Gravity (25°C)	1.44 typical
pH	< 2
Free Acid	< 0.25%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

(b) Ferric Sulfate 12% Fe

Appearance	Dark Liquid
Fe (III)	12.2 -13.0%
Fe (II)	< 0.1%
Specific Gravity (25°C)	1.55 typical
pH	< 2
Free Acid	< 0.25%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

(c) Ferric Sulfate 13% Fe

Appearance	Dark Liquid
Fe (III)	13.0 ± 1%
Fe (II)	< 0.15%
Specific Gravity (25°C)	1.6 typical
pH	< 2
Free Acid	< 0.5%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

vi. Sodium Fluoride

It is a white odorless material available either as a powder or in the form of crystals of various sizes.

vii. Fluorosilicic Acid

Fluorosilicic Acid is a 20 to 35 percent aqueous solution. It is a colorless to straw yellow, transparent, fuming, corrosive liquid. It has a pungent odor and irritating action on the skin.

viii. Hydorfluosilicic Acid

The product furnished shall not be less than 23% solution Hydorfluosilicic acid H_2SiF_6.

ix. Lime Foundry Quick Grade

The quick lime shall consist essentially of calcium oxide with a lesser amount of magnesium oxide. Material shall contain a minimum of 85% available calcium oxide. The insoluble matter shall not exceed 2% by weight. Material is to be crushed and screened so that none shall be retained on a 5/16" sieve. Not more than 2%, 15%, 80% by weight shall bass a No. 20, No. 14, No. 6 US standard sieve, respectfully.

x. Lime Hydrated

The hydrated lime shall be white in color, dry, and the best quality. Water soluble calcium oxide equivalent shall not be less than 68% CaO by weight. Insolubles shall not exceed 5% by weight. The lime shall contain no magnesium in excess of an amount equivalent to 1-1/2% of magnesium oxide MgO.

xi. Pebble Quicklime

The quicklime shall consist essentially of calcium oxide with a lesser amount of magnesium oxide. Quick lime shall be supplied in pulverized for known as granular type. It shall be of best quality, highly reactive, freshly burned, substantially free of core, as dirt or unburned stone. The lime to be used for post lime treatment shall be high calcium granular suitable for conditioning wastewater treatment plant sludge and for pH and alkalinity control in the water treatment process. Material shall contain a minimum of 90% available calcium oxide, and shall be the quality known as "quick slaking", readily disintegrating into a suspension without objectionable amounts of un-dissolved or un-slaked materials. Insoluble matter shall not exceed 2% by weight. It shall not contain floating insoluble particles that are of a nature that cannot be captured and retained by the slaker grit removal system which operates on the basis of gravity separation. For each delivery, Contractor(s) shall provide a certification of analysis of the following: slaking test, objectionable insoluble matter test, gradation test, loss of ignition test and available calcium oxide test. The slaking rate shall be that a temperature of 40◦C shall occur in 3 minutes or less and the reaction shall be complete within 6 minutes regardless of the calcium oxide content. Material is to be crushed and screened so that none shall be retained on a ¼" sieve screen and not more than 25% passing a No. 100 US standard mesh screen and shall contain no mineral or organic substances in quantities that will adversely affect the percent available calcium oxide when tested in accordance with AWWA Standard for Quicklime and Hydrated Lime. The method employed to test materials furnished under this contract shall conform to AWWA Standard B202-93, or the latest revisions, unless otherwise noted by Participating Public Agency.

xii. Polyaluminum Chloride or Polyaluminum Hydroxychlorosulfate

Aluminum salts used in coagulation and sedimentation processes. The Polyaluminum chloride must be liquid in form and easily applied via metering pumps. It shall not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog flow regulating valves and appurtenances or accumulate as sludge in the storage tanks. Contractor(s) will be responsible for removing (at their expense) excessive PACL residual accumulations from the storage tanks at the water treatment plants. The polyaluminum chloride (PACL) must be completely water soluble and not significantly depress the treated water pH. The pH of the liquid PACL solution must be greater than 2.3. Aluminum concentration (expressed as % of Al203) shall exceed 9%. Basicity shall exceed 70%. Sulfates (expressed as % SO4) shall be minimum of 1.7% Freezing temperature shall be less than -12◦C. Unless Contractor supplies two approved PACL products:

a. for the winter season with a freezing temperature less than -12◦C

b. for the rest of the contract period with a freezing temperature less than 0◦C
Polyaluminum chloride shall not emit any organic odors. Poly aluminum chloride must not contain any amounts of natural or synthetic polymers. Suppler must be capable of providing technical support, including on-site jar testing and training as specified by the plant operators. The Contractor's technical support person(s) shall be available for on-site technical support within 24 hours of notification. Such technical person(s) name, experience related to using PACL, as a primary coagulant in drinking water treatment plants. Home/office address and telephone numbers will need to be provided to each Participating Public Agency for their local area. Contractor must be capable of providing technical support, including on-site jar testing and training as specified by individual plant operations.

xiii. Polyphosphate

For corrosion control and reduction of soluble lead in drinking water

xiv. Potassium Permanganate

Chemical must be free flowing grade with KMnO4 content of 97% or higher with a bulk density of approximately 100 pounds per cubic foot. The bulk density shall be relatively dust free in handling. The specific gravity will be equal to 1.039 of a 6% solution by weight at 68◦F/20◦C. The chemical must be stable in storage for at least three years

xv. Powder Activated Carbon

As prescribed in AWWA Standard B600-05.

xvi. Sodium Hexametaphosphate

The material shall be supplied in granular form-approximately 95% finer than US sieve #4 and 95% larger than US sieve #12.

xvii. Sodium Permanganate

Similar to potassium permanganate, liquid in form NaMnO4

xviii. Sulfur Dioxide

The product furnished shall be chemically pure 99.98% Sulfur Dioxide, free from adulterants or impurities. Oil and other residue content shall not exceed 60◦F (15.5◦C) shall not exceed 100 ppm. Acidity shall not exceed 20 ppm. Typical physical and chemical properties shall be:

a. Vapor Pressure at 60◦F (15.5◦C) (of gas) 40.3 psi
b. Specific Gravity (liquid) at 60◦F (15.5◦C) 1.39
c. Boiling point at 1 atm 14◦F (-10◦C)
d. Solubility in water at 60◦F (15.5◦C) & 1 atm 11.7% by wt.
e. Color shall be water white

xix. Sulfuric Acid

Chemical strength shall be 93% and chemical shall be 66◦ Baum.

xx. Zinc Orthophosphate

The product furnished shall conform to the following content:

a. Color-water white
b. Odor-none
c. Density-11.4
d. Chlorine demand-none
e. Zinc Concentration- 3% as Zn +/-0.5%
f. Phosphate concentration- 33% as PO4 +/-0.5%
g. Phosphate to Zinc ration- 11 : 1

xxi. Citric Acid

The product furnished shall conform to the following content:

a. 50% solution, bulk delivery

xxii. Liquid Oxygen

The product furnished shall conform to the following content:

a. Oxygen Purity: ≥ 99.5% by weight
b. Specific Gravity at 1 atmosphere: ≈1.14
c. Dew Point: < -82° F
d. Water content: < 6.6 ppmv
e. THC (as methane): < 25 ppmv
f. Particulate size: < 10 micron (filtered)
g. The LOX shall conform to the American Water Works Association (AWWA) Standard B304-08, “Liquid Oxygen for Ozone Generation for Water, Wastewater, and Reclaimed Water Systems”.
h. The LOX shall conform to the Compressed Gas Association (CGA), Specification G-4.3 (most recent edition) for quality verification level of Grade D or better Type II liquid oxygen.
i. The LOX shall contain no soluble organic or inorganic substances in quantities capable of producing deleterious or injurious effects on health of those coming into contact with the treated water.

E. TECHNICAL SPECIFICATIONS

i. For Aluminum Sulfate (Alum)

a. General

The Contractor(s) shall ensure all loads of Liquid Aluminum Sulfate meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Aluminum Sulfate transferred by the Contractor(s) into the City’s or Participating Public Agency’s storage vessels.

If an Offeror is responding to the Water Treatment Chemical portion of this solicitation, Offeror shall provide unit cost in $/lb. of “dry alum”. For the purposes of these Specifications, “dry alum” is $Al_2(SO_4)_3 \cdot 14H_2O$.

The Contractor(s) shall bill by weight of dry alum delivered in lb. The Contractor(s) shall calculate the weight of dry alum delivered in each shipment, and the extended cost of each shipment as follows:

1. wt. of dry alum in ship, in lb = (wt. of Liq. Alum. Sulf. in ship, in lb.) (dry alum conc., in %, by wt.)
2. cost of shipment, in $ = (wt. of dry alum in shipment, in lb)(unit cost, in $/lb of dry alum)

The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following (unless specified otherwise by City or Participating Public Agency):

1. date of delivery
2. Bill of Lading Number, or other mechanism to definitively link the invoice to a delivery
3. the net weight of Liquid Aluminum Sulfate delivered in pounds
4. the weight percentage of dry alum in the Liquid Aluminum Sulfate delivered
5. the weight of dry alum in the shipment, in pounds
6. the cost of the shipment, in dollars

b. Compliance with Standards

1. The Liquid Aluminum Sulfate shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B403, Aluminum Sulfate - Liquid, Ground, or Lump except as modified or supplemented herein. Non-conformance with ANSI/AWWA B403 shall constitute sufficient grounds for immediate termination of the Liquid Aluminum Sulfate contract for breach.

2. The Liquid Aluminum Sulfate shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The Contractor(s) shall provide evidence of this certification prior to award.
3. If ANSI/NSF Standard 60 certification for Liquid Aluminum Sulfate is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Aluminum Sulfate contract for breach.

4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. The Liquid Aluminum Sulfate shall be produced from ore, not from reclaimed aluminum metal.
2. During the life of the Master Agreement, the Contractor(s) shall notify the City or Participating Public Agency of any changes in the manufacturing of the Liquid Aluminum Sulfate that may impact quality. One item of particular concern are manufacturing processes or materials impacting the concentration of impurities. The Liquid Aluminum Sulfate shall be of such clarity as to permit the reading of flow-measuring devices without difficulty.

3. The Liquid Aluminum Sulfate shall contain water-soluble aluminum of not less than 4.23% as Al, or 8.0% as Al_2O_3, by weight. The literature specific gravity of Liquid Aluminum Sulfate at the minimum concentration is 1.32.

4. The Liquid Aluminum Sulfate shall contain less than or equal to 0.2% water-insoluble matter by weight.

5. The Liquid Aluminum Sulfate shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. A Contractor shall reimburse the City or Participating Public Agency(s) for any damages or costs incurred from any foreign material or impurity.

6. The Liquid Aluminum Sulfate shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Liquid Aluminum Sulfate, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this Master Agreement.

   Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Aluminum Sulfate supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

7. The Liquid Aluminum Sulfate supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

8. Notwithstanding any other requirements of this specification, the concentration of certain metals in the Liquid Aluminum Sulfate shall be limited as follows:

Impurity	**Maximum Concentration in mg/kg**	**Maximum Reporting Detection Limit in mg/kg**
total antimony	250	50
total arsenic	200	40
total barium	3000	600
total beryllium	200	40
total boron	250	50
total cadmium	5	1
total chromium	100	20
total copper	10	2
total iron	1000	200
total lead	5	1
total manganese	200	40
total mercury	0.02	0.004
total molybdenum	10	2
total nickel	40	8
total selenium	5	1

Impurity	Maximum Concentration in mg/kg	Maximum Reporting Detection Limit in mg/kg
total silver	40	8
total thallium	25	5
total zinc	100	20

9. The City and Participating Public Agencies reserves the right to add other impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

10. Any water used to make up the liquid Aluminum Sulfate must contain less than 20 μg of per chlorate/L.

11. Before the initial delivery, Contractor(s) shall sample the Liquid Aluminum Sulfate from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. production lot number,
    B. date of manufacture,
    C. specific gravity, at 20 °C
    D. equivalent aluminum oxide concentration, in % Al_2O_3, by weight,
    E. aluminum concentration, in % Al, by weight,
    F. dry alum concentration, , in % $Al_2(SO_4)_3 \cdot 14H_2O$, by weight
    G. free acidity, in % H_2SO_4, or basicity, in % Al_2O_3, by weight
    H. water-insoluble matter concentration, in %, by weight, and
    I. all of the metals in the table above, in mg/kg (Note: The reporting detection limit for each metal must be less than or equal to the maximum reporting detection limit listed in the table above.)

12. The Contractor(s) shall supply the requesting Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed and dated by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Aluminum Sulfate (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the Liquid Aluminum Sulfate contained less than 20 μg per chlorate/L. Contractor(s) may use analytical data generated by the Contractor(s) of the make up water(s) or may collect and analyze samples of the make up water(s). The determination of per chlorate must be performed by the ion chromatographic method.

13. The Contractor(s) shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Aluminum Sulfate that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The

Contractor(s) shall submit each calendar quarter's report to the City or Participating Public Agency on or before the last day of that calendar quarter.

14. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of a Contractor to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following (or as indicated by City or Participating Public Agency):

   A. date of delivery,
   B. bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Aluminum Sulfate in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Aluminum Sulfate in the delivery vehicle in pounds

   The dry weight in pounds must match what the dry weight in pounds will be on the Contractor's Invoice.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Contractor(s) shall present the Certificate to the WPCF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:

   A. production lot number,
   B. date of manufacture,
   C. specific gravity, at 20 °C
   D. equivalent aluminum oxide concentration, in % Al_2O_3, by weight,
   E. aluminum concentration, in % Al, by weight,
   F. dry alum concentration, , in % $Al_2(SO_4)_3 \cdot 14H_2O$, by weight
   G. free acidity, in % H_2SO_4, or basicity, in % Al_2O_3, by weight
   H. water-insoluble matter concentration, in %, by weight,

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. Offeror(s) shall include any charges for the Certificates in their price submitted as part of their response to this solicitation.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Aluminum Sulfate to the City or Participating Public Agency as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is/are expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Aluminum Sulfate delivered in pounds. Unless otherwise stated by the City or Participating Public Agency: the City and/or the Participating Public Agency shall assume the weight of the Liquid Aluminum Sulfate delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Aluminum Sulfate in the delivery vehicle; and the Contractor(s) shall also ensure the complete transfer of Liquid Aluminum Sulfate from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

5. The Liquid Aluminum Sulfate shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Aluminum Sulfate shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

7. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Aluminum Sulfate in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment and shall not use the City's or Participating Public Agency's equipment (unless stated otherwise). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

8. The driver shall follow all City or Participating Public Agency's security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

9. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City and Participating Public Agencies reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Aluminum Sulfate is delivered.

10. The City and Participating Public Agencies reserve the right to subject samples of the Liquid Aluminum Sulfate to analysis to determine if the Liquid Aluminum Sulfate meets the City's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public

Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Aluminum Sulfate, the Contractor(s) shall remove and replace any and all non-conforming Liquid Aluminum Sulfate within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the Liquid Aluminum Sulfate and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

11. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

ii. For Soda Ash (Sodium Carbonate, Dry)

a. General

1. The Contractor(s) shall ensure all loads of Soda Ash meet the all requirements of this Master Agreement and these specifications. All specifications apply to the Soda Ash transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) submitting for Water Treatment Chemicals, shall submit unit and extended costs in $/lb. of Na_2CO_3 (dry) as part of their response to this solicitation.

3. Contractor(s) shall bill by weight of Na_2CO_3 delivered in lb.

4. Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

A. date of delivery,
B. weight of Soda Ash delivered, in lb.
C. unit price, and
D. extended cost (lb. x unit price)

b. Compliance with Standards

1. The Soda Ash shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B201, Soda Ash, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B201 shall constitute sufficient grounds for immediate termination of the Soda Ash contract for breach

2. The Soda Ash shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The Contractor(s) shall provide evidence of this certification prior to award. The Contractor(s) shall supply evidence of this certification throughout the term of the Master Agreement.
   a. If ANSI/ NSF Standard 60 certification for Soda Ash is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Soda Ash contract for breach.

b. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. During the life of the contract, the Contractor(s) shall notify the City or Participating Public Agency of any changes in the manufacturing of the Soda Ash that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

2. The Soda Ash shall be a dry, white powder containing no large lumps or crystals. It shall be free flowing and suitable for storage in closed vessels and for feeding with a standard dry feeder.

3. The apparent density of the Soda Ash shall be 0.9 to 1.1 g/cm^3 (56.2 to 68.7 lb/ft^3), dense soda ash.

4. The Soda Ash shall contain greater than 99 percent sodium carbonate (Na_2CO_3) by weight.

5. The Soda Ash shall contain less than 0.05 percent insoluble matter by weight.

6. The Soda Ash shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

7. The Soda Ash shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Soda Ash, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Soda Ash supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

8. Notwithstanding any other requirements of this specification, the concentration of certain metals in the Soda Ash shall be limited as follows:

Metal Impurity	Maximum Concentration, in mg/kg	Maximum Reporting Detection Limit in mg/kg
total antimony	1000	200
total arsenic	500	100
total barium	10000	2000
total beryllium	500	100
total boron	1000	200
total cadmium	15	3
total chromium	250	50
total copper	30	6
total iron	2500	500
total lead	15	3
total manganese	500	100
total mercury	0.10	0.02
total molybdenum	20	4
total nickel	100	20
total selenium	25	5
total silver	100	20
total thallium	100	20
total zinc	300	60

9. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity levels to protect the treatment process and facility, and to meet all permit limits and water quality standards. The Contractor(s) shall make all changes necessary to meet such listings or levels.

10. Before the initial delivery, the Contractor(s) shall sample the Soda Ash from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. Soda Ash production lot or batch number,
    B. date of manufacture,
    C. apparent density, in $lb/ft^{3,}$
    D. sodium carbonate, Na_2CO_3, in percent, by weight,
    E. insoluble matter, in percent, by weight, and
    F. all of the total metals listed in the table above.

    Note: The reporting detection limit for each metal must be less than or equal to the maximum listed in the table above.

11. A Contractor shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above (unless otherwise indicated by City or Participating Public Agency). The report shall contain a statement, signed by a

management-level representative of the Contractor, certifying that the sample supplied to the laboratory was unaltered and representative of the Soda Ash (to be) delivered to the City or Participating Public Agency.

12. A Contractor shall complete the sampling and analysis processes described above once per year in the month of the anniversary of the initial test, and after any changes in the manufacturing of the Soda Ash that may impact quality or the concentration of any impurity.

13. A Contractor shall submit the initial report before the delivery of the first shipment. Failure of the Contractor to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:

   A. date of delivery,
   B. gross weight of delivery vehicle and Soda Ash in pounds,
   C. tare weight of delivery vehicle in pounds, and
   D. net weight of Soda Ash in the delivery vehicle in pounds.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City for, and with each delivery. The Contractor(s) shall present the Certificate to the WPCF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:

   A. Soda Ash production lot or batch number,
   B. date of manufacture,
   C. apparent density, in lb/ft^3
   D. sodium carbonate, Na_2CO_3, in percent, by weight,
   E. insoluble matter, in percent, by weight, and
   F. date of certificate.

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. A Contractor responding to the Water Treatment Chemicals portion of this solicitation shall include any charges for the Certificates in their proposal price.

e. Delivery Logistics

1. The Contractor(s) shall measure delivery quantities as the total weight of Soda Ash delivered in pounds. The City or Participating Public Agency shall assume the weight of the Soda Ash delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Soda Ash in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Soda Ash from the delivery vehicle to the City's or Participating Public Agency's storage tanks.

2. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Soda Ash is delivered.

3. The City or Participating Public Agency reserves the right to subject samples of the Soda Ash collected before the chemical enters the storage tank to analysis to determine if the Soda Ash meets the City's or Participating Public Agency's specifications. The Contractor shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Soda Ash, the Contractor(s) shall remove and replace any and all non-conforming Soda Ash within 24 hours of being notified without additional cost to the City or Participating Public Agency.

   Alternatively, the City or Participating Public Agency may remove the Soda Ash and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor may not charge for delivered material the City or Participating Public Agency rejects.

4. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver must follow the instructions posted at the unloading station.

5. The tank truck must be sealed and equipped with a self-contained system to deliver all the Soda Ash in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor(s) shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by the City or Participating Public Agency).

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF.

7. All appurtenant valves, pumps, and discharge hoses used for the delivery of Soda Ash shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

9. The Contractor(s) is/are expected to comply with reasonable requests for emergency deliveries.

10. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

iii. For Sodium Bisulfite

Note: These specifications are for 37.5-40% liquid sodium bisulfite.

a. General

1. All deliveries of liquid sodium bisulfite must conform to the specifications of this contract. All quality specifications apply to the product transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. The Contractor(s) shall measure delivery quantities as the total weight of product (solution) delivered in pounds. The Contractor(s) shall bill by weight of $NaHSO_3$ in pounds. The Contractor(s) shall calculate the weight of $NaHSO_3$ in each shipment as follows:

   A. wt. of $NaHSO_3$ in shipment, in lb = (shipment wt., in lb)($NaHSO_3$, in % by wt.)
   B. cost of shipment, in $ = (wt. of $NaHSO_3$ in shipment, in lb)(cost of $NaHSO_3$, in $/lb of $NaHSO_3$)

3. The Successful Supplier(s) shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:

   A. Date of delivery
   B. Gross weight of delivery vehicle and product in pounds
   C. Tare weight of delivery vehicle in pounds
   D. Net weight of product in the delivery vehicle in pounds

   The City or Participating Public Agency shall assume the weight of the product (solution) delivered (transferred to the City or Participating Public Agency) is equal to net weight of the product in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of product from the delivery vehicle to the City's or Participating Public Agency's storage vessels.

   All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

4. The Contractor shall submit invoices to the City or Participating Public Agency that include the following:

   A. Date of delivery
   B. The weight of product (solution) delivered in pounds
   C. The weight of percentage of $NaHSO_3$ in the solution delivered
   D. Calculation of the weight of $NaHSO_3$ in the shipment, in pounds
   E. Calculation of the cost of the shipment, in dollars

5. Offeror(s) shall bid unit and extended costs in $/lb of $NaHSO_3$

b. Chemical Composition/Impurities

1. The liquid sodium bisulfite shall be clear and shall contain less than or equal to .5% insoluble matter by weight.

2. 37.5-40% liquid sodium bisulfite, the liquid sodium bisulfite shall contain 37.5% to 40% sodium bisulfite (23.1% to 24.69% available sulfur dioxide) by weight. The specific gravity of the liquid sodium bisulfite shall be 1.307 to 1.330 (at 60 °F).

3. The liquid sodium bisulfite shall contain less than or equal 2% sodium sulfate by weight.

4. The liquid sodium bisulfite shall not contain any impurity in sufficient quantities that causes or may cause, by the normal usage of the liquid sodium bisulfite, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.

5. The liquid sodium bisulfite shall not contain any foreign matter that may damage the City's or Participating Public Agency's equipment or facility. This includes foreign matter that may be present as a result of shipment or transfer from the Contractor's equipment. The Contractor shall reimburse the City or Participating Public Agency for any damages or costs incurred from such foreign material.

6. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the liquid sodium bisulfite supplied, the Contractor shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

Impurity	**Maximum concentration in mg/L**	**Maximum reporting detection limit in mg/L**
Total antimony	75	15
Total arsenic	50	10
Total barium	1000	200
Total beryllium	50	10
Total boron	75	15
Total cadmium	2	0.4
Total chromium	20	4
Total copper	4	0.8
Total iron	50	10
Total lead	1	0.2
Total manganese	40	8
Total mercury	0.01	0.002
Total molybdenum	2	0.4
Total nickel	10	2
Total selenium	3	0.6
Total silver	10	2
Total thallium	10	2
Total zinc	30	6

7. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity level to the existing listings as is required to meet all permit limits and water quality standards.

8. Notwithstanding any other requirements of this specification, impurities in the liquid sodium bisulfite shall be limited as follows:

9. Any water used to make up the liquid sodium bisulfite must contain less than 20 µg per chlorate/L.

10. The Contractor(s) shall ensure all loads of the liquid sodium bisulfite meet the requirements of Items H) and I) above. Before the initial delivery, the Contractor(s) shall sample the liquid sodium bisulfite from a typical lot and determine all the constituents listed in Item I) and specific gravity. The sampling shall conform to industry standard practices. The analytical laboratory and their sample preparation and analysis methods must be acceptable to the City or Participating Public Agency. The reporting units and maximum analytical reporting detection limits are listed in Item H) above.

11. The Contractor(s) shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the typical product (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the liquid sodium bisulfite contain less than 20 µg per chlorate/L. The Contractor(s) may use analytical data generated by the Contractor of the make up water(s) or the Contractor(s) may collect and analyze samples of the make up water(s). The determination of per chlorate must be performed by the ion chromatographic method.

12. The Contractor(s) shall complete the sampling and analysis processes described above in Items J) and K) once per calendar quarter during the life of the contract. The requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The Contractor(s) shall submit each report to the City or Participating Public Agency on or before the last day of each calendar quarter.

13. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of the Contractor(s) to submit a complete report on time is sufficient cause to constitute breach of contract.

14. The liquid sodium bisulfite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

c. Certificate of Analysis/Certificate of Conformance.

1. The Contractor(s) shall submit a certificate of analysis to the City or Participating Public Agency for and with each delivery. The certificate shall contain the following lot-specific information:

   A. Production lot or batch number
   B. Date of manufacture
   C. Specific gravity

D. Sodium bisulfite, in % $NaHSO_3$, and % available SO_2, by weight
E. Sodium sulfate, in % Na_2SO_4, by weight
F. Insoluble matter, in %, by weight
G. Date(s) of analyses

2. Failure to supply the required certificates shall be sufficient cause to reject the load. Failure to meet the specifications listed in Chemical Composition/Impurities, Item B above, shall also be sufficient cause to reject the load.

3. An Offeror responding to the Water Treatment Chemicals portion of this solicitation, shall include any charges for the certificates in their proposal price.

d. Delivery Logistics

1. The Contractor(s) shall ship the liquid sodium bisulfite to the City or Participating Public Agency as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall measure delivery quantities as the total weight of liquid sodium bisulfite delivered in pounds. The City or Participating Public Agency shall assume the weight of the liquid sodium bisulfite delivered (transferred to the City or Participating Public Agency) is equal to net weight of the liquid sodium bisulfite in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of liquid sodium bisulfite from the delivery vehicle to the City's or Participating Public Agency's storage tanks.
5. The liquid sodium bisulfite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

6. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of liquid sodium bisulfite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

7. The tank truck must be sealed and equipped with a self-contained system to deliver all the liquid sodium bisulfite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment and shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by City or Participating Public Agency). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

8. The driver shall follow all City or Participating Public Agency security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

9. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the liquid sodium bisulfite is delivered.

10. The City or Participating Public Agency reserves the right to subject samples of the liquid sodium bisulfite to analysis to determine if the liquid sodium bisulfite meets the City's or Participating Public Agency's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.

    If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming liquid sodium bisulfite, the Contractor shall remove and replace any and all non-conforming liquid sodium bisulfite within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the liquid sodium bisulfite and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

11. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

iv. For Sodium Hypochlorite

a. General

1. The Contractor(s) shall ensure all loads of Liquid Sodium Hypochlorite meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hypochlorite transferred by the Contractor(s) into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall submit unit cost in $/gallon as part of their proposal.

3. The Offeror(s) shall bill by the gallon weight of NaOCl (dry) delivered in pounds. The Offeror(s) shall calculate the volume weight of NaOCl (dry) (gallons) delivered in each shipment, and the extended cost of each shipment as follows:

    A. vol. of Liq. Sod. Hypo., in gal = (wt. of Liq. Sod. Hypo., in lb)/(density of the Liq. Sod. Hypo., in lb/gal)
    B. cost of shipment, in $ = (vol. Liq. Sod. Hypo. in ship., in gal)(unit cost of Liq. Sod. Hypo., in $/gal)wt. of NaOCl in ship., in lb = (wt. of Liq. Sodium Hypo. in ship., in lb)(NaOCl conc., in % by wt.)
    C. cost of shipment, in $ = (wt. of NaOCl in shipment, in lb)(unit cost of NaOCl, in $/lb of NaOCl)

4. The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

   A. date of delivery
   B. bill of lading number, or other mechanism to definitively link the invoice to a delivery.
   C. the weight of liquid sodium hypochlorite delivered in pounds.
   D. calculation of the volume of liquid sodium hypochlorite in the shipment (weight percentage of NaOCL in the liquid sodium hypochlorite delivered).
   E. calculation of the cost of the shipment in pounds.

b. Compliance with Standards

   1. The Liquid Sodium Hypochlorite shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Sodium Hypochlorite, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

   2. The Liquid Sodium Hypochlorite shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.

   3. If ANSI/NSF Standard 60 certification for Liquid Sodium Hypochlorite is ever revoked or lapses, the Contractor shall inform the City within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.

   4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

   1. During the life of the contract, the Contractor(s) shall notify the City or Participating Public Agencies of any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

   2. The Liquid Sodium Hypochlorite shall be clear.

   3. The Liquid Sodium Hypochlorite shall contain greater than or equal to 12.5% sodium hypochlorite by weight. This requirement is expressed in various ways in the table below.

Parameter	Minimum
g of available chlorine/L	143 g/L
available chlorine trade (volume) percent	14.3%
available chlorine weight percent	11.9%
g sodium hypochlorite/L;	150 g/L

Parameter	Minimum
sodium hypochlorite weight percent	12.5%

4. The Liquid Sodium Hypochlorite shall meet the conditions in the following table:

Parameter	Condition
total free alkali, expressed as NaOH, by weight	0.25 to 0.75%
pH, in pH units	11 to 13
specific gravity, at 20 °C	1.18 to 1.23

Note: Free alkali, excess caustic, and free alkalinity are synonyms.

5. The Liquid Sodium Hypochlorite shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

6. The Liquid Sodium Hypochlorite shall not contain any impurity in sufficient quantities that causes or may cause, by the City's normal usage of the Liquid Sodium Hypochlorite, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of the contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Sodium Hypochlorite supplied, the Contractor shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

7. The Liquid Sodium Hypochlorite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency's storage vessels.

8. Notwithstanding any other requirements of this specification, impurities in the Liquid Sodium Hypochlorite shall be limited as follows:

Impurity	Maximum Concentration in mg/L	Maximum Reporting Detection Limit in mg/L
total antimony	25	5
total arsenic	20	4
total barium	350	70
total beryllium	20	4
total boron	25	5
total cadmium	0.5	0.1

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total chromium	5	1
total cobalt	0.25	0.10
total copper	0.1	0.05
total iron	1	0.2
total lead	0.5	0.1
total manganese	0.75	0.15
total mercury	0.01	0.002
total molybdenum	1	0.2
total nickel	0.25	0.1
total selenium	1	0.2
total silver	2.5	0.5
total thallium	2.5	0.5
total zinc	10	2
Impurity	**Maximum Concentration**	**Maximum Reporting Detection Limit**
chlorate	3 g/L	1 g/L
water-insoluble matter	0.15%, by wt.	0.05%, by wt.

9. The City or Participating Public Agency reserves the right to add other specific impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

10. Any water used to make up the Liquid Sodium Hypochlorite must contain less than 20 μg of perchlorate/L.

11. Before the initial delivery, the Contractor shall sample the Liquid Sodium Hypochlorite from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City or Participating Public Agency.

    A. production lot number,
    B. date of manufacture,
    C. sodium hypochlorite, in % NaOCl, by weight
    D. total free alkali (excess caustic), expressed as NaOH, in %, by weight
    E. pH, in pH units
    F. specific gravity, at 20 °C
    G. all of the impurities cited in Item I above, and
    H. dates of analyses

    Note: The reporting detection limit for each impurity must be less than or equal to the maximum reporting detection limit listed in the table.

12. The Contractor(s) shall supply the City or Participating Public Agency a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the Contractor(s), certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Sodium Hypochlorite (to be) delivered to the City or Participating Public Agency. The report shall also contain evidence that all water sources used to make up the Liquid Sodium Hypochlorite contained less than 20 μg

perchlorate/L. The Contractor(s) may use analytical data generated by the Contractor of the make up water(s) or may collect and analyze samples of the make up water(s). The determination of perchlorate must be performed by the ion chromatographic method.

13. The Contractor(s) shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The Contractor(s) shall submit each calendar quarter's report to the City or Participating Public Agency on or before the last day of that calendar quarter.

14. The Contractor(s) shall submit the initial report before the delivery of the first shipment. Failure of the Contractor(s) to submit a complete report on time is sufficient cause to constitute breach of contract.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following (or as indicated by City of Participating Public Agency):

   A. date of delivery,
   B. Bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Sodium Hypochlorite in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Sodium Hypochlorite in the delivery vehicle in pounds.
   F. Number of gallons

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Certificate shall contain the following lot-specific information:

   A. production lot number,
   B. date of manufacture,
   C. sodium hypochlorite, in % NaOCl, by weight
   D. total free alkali (excess caustic), expressed as NaOH, by weight
   E. specific gravity, at 20 °C
   F. temperature of the delivered Liquid Sodium Hypochlorite, in °F, and
   G. date of Certificate

3. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

4. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall include any charges for the Certificates in their price submitted as part of their proposal.

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e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Sodium Hypochlorite to the City as a “bulk” liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The temperature of the Liquid Sodium Hypochlorite upon delivery must be less than or equal to 80°F. The Contractor(s) shall measure the temperature of the product delivered just prior to, or during, transfer in to the City’s or Participating Public Agency’s storage vessels. The Contractor(s) shall hand write the measured temperature on the Certificate of Analysis or Conformance discussed above. The Contractor(s) shall initial and date the recorded temperature.

5. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Sodium Hypochlorite delivered in pounds. The City or Participating Public Agency shall assume the weight of the Liquid Sodium Hypochlorite delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Sodium Hypochlorite in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Liquid Sodium Hypochlorite from the delivery vehicle to the City’s or Participating Public Agency’s storage tanks.

6. The Liquid Sodium Hypochlorite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

7. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a “quick connect” to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hypochlorite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hypochlorite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor9s) shall not use the City’s or Participating Public Agency’s equipment (unless noted by City or Participating Public Agency). The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver shall follow the instructions posted at the unloading station.

9. The driver shall follow all City or Participating Public Agency security procedures and requirements for personal protective equipment. The City or Participating Public

Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

10. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Sodium Hypochlorite is delivered.

11. The City or Participating Public Agency reserves the right to subject samples of the Liquid Sodium Hypochlorite to analysis to determine if the Liquid Sodium Hypochlorite meets the City's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Sodium Hypochlorite, the Contractor(s) shall remove and replace any and all non-conforming Liquid Sodium Hypochlorite within 24 hours of being notified without additional cost to the City. Alternatively, the City or Participating Public Agency may remove the Liquid Sodium Hypochlorite and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

12. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

f. Quantity

1. The expected annual quantity of Liquid Sodium Hypochlorite, and average number of deliveries expected per month are indicated in table below.

Location	Expected Quantity, Gallons/yr	Expected Quantity, lb of sol./yr	Expected Quantity, lb of NaOCl/yr	Delivery Sites at Location	Average Delivery Freq., Number/Month
WPCF	1,600,000	16,000,000	2,000,000	10	28
BMWRC	40,000	400,000	50,000	1	2
DHWRC	160,000	1,600,000	200,000	1	2
totals	1,800,000	18,000,000	2,250,000		

Notes: Calculations assuming specific gravity of 1.20 and 12.5% sodium hypochlorite by weight.

v. For Sodium Hydroxide

a. General

1. The Contractor(s) shall ensure all loads of Liquid Sodium Hydroxide meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hydroxide transferred by the Contractor into the City's or Participating Public Agency's storage vessels.

2. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation shall provide unit and extended costs in $/lb of Na_2O (76% basis) as part of their response.

3. The Contractor(s) shall bill by weight of Na_2O (76% basis) delivered in pounds. The Contractor(s) shall calculate the weight of Na_2O (76% basis) delivered in each shipment, and the extended cost of each shipment as follows:

A. wt. of Na_2O in shipment = (shipment wt., in lb)(Na_2O, in % by wt.)
B. wt. of Na_2O (76% basis) in shipment = (wt. of Na_2O in shipment)/0.76
C. cost of ship., in $ = [wt. of Na_2O (76% basis) in ship., in lb][cost of Na_2O, in $/lb of Na_2O (76% basis)]

Note: Na_2O shall be determined as described in latest revision of the American Water Works Association's Standard ANSI/AWWA B501, Sodium Hydroxide.

4. The Contractor(s) shall submit invoices to the City or Participating Public Agency for each delivery that include the following:

A. date of delivery
B. the weight of product (solution) delivered in pounds
C. the weight percent of Na_2O in the solution delivered
D. calculation of the weight of Na_2O delivered
E. calculation of the weight of Na_2O (76% basis) delivered
F. calculation of the cost of the shipment, in dollars
G. calculation of the weight percent of NaOH in the solution delivered

b. Compliance with Standards

1. The Liquid Sodium Hydroxide shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B501, Sodium Hydroxide, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B501 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.

2. The Liquid Sodium Hydroxide shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.

3. If ANSI/NSF Standard 60 certification for Liquid Sodium Hydroxide is ever revoked or lapses, the Contractor(s) shall inform the City or Participating Public Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.

4. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

c. Chemical Composition/Impurities

1. During the life of the contract, the Contractor(s) shall notify the City of Participating Public Agency of any changes in the manufacturing of the Liquid Sodium Hydroxide that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

2. The Liquid Sodium Hydroxide provided shall contain approximately 22 percent sodium hydroxide (NaOH) by weight. The acceptable range of concentrations supplied will be 20 - 25 percent sodium hydroxide by weight. The following data are applicable:

	NaOH, in % by wt.	**Na_2O, in % by wt.**	**Specific Gravity at 20 °C**
Minimum	20	15.5	1.219
Target	22	17.0	1.240
Maximum	25	19.4	1.273

3. The Liquid Sodium Hydroxide shall not contain any foreign matter or impurity that may damage or interfere with the City's or Participating Public Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's or Participating Public Agency's tanks. The Contractor(s) shall reimburse the City or Participating Public Agency for any damages or costs incurred from any foreign material or impurity.

4. The Liquid Sodium Hydroxide shall not contain any impurity in sufficient quantities that causes or may cause, by the City's or Participating Public Agency's normal usage of the Liquid Sodium Hydroxide, the City or Participating Public Agency to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Sodium Hydroxide supplied, the Contractor(s) shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City or Participating Public Agency.

5. The Liquid Sodium Hydroxide supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's or Participating Public Agency storage vessels.

6. The City or Participating Public Agency reserves the right to add specific impurity listings and maximum impurity levels as required to meet all permit limits and water quality standards.

7. Any water used to make up the Liquid Sodium Hydroxide must contain less than 20 μg of perchlorate/L.

d. Delivery Documents

1. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:

   A. date of delivery,
   B. Bill of Lading/Weigh Slip Number
   C. gross weight of delivery vehicle and Liquid Sodium Hydroxide in pounds,
   D. tare weight of delivery vehicle in pounds, and
   E. net weight of Liquid Sodium Hydroxide in the delivery vehicle in pounds.

2. The Contractor(s) shall submit a Certificate of Analysis or Conformance to the City or Participating Public Agency for, and with each delivery. The Contractor(s) shall present the Certificate which shall contain the following lot-specific information:

   A. production lot or batch number
   B. specific gravity, at 20 °C
   C. Na_2O, in %, by weight, determined as described in ANSI/AWWA Standard B501
   D. NaOH, in % by weight, calculated from % Na_2O
   E. date of Certificate

   Note: NaOH, in % by wt. = (1.291 lb NaOH/lb Na_2O)(Na_2O, in % by wt.) Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

3. Offeror(s) responding to the Water Treatment Chemicals portion of this solicitation, shall include any charges for the Certificates in the price provided in their proposal.

e. Delivery Logistics

1. The Contractor(s) shall ship the Liquid Sodium Hydroxide to the City as a “bulk” liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

2. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

3. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.

4. The Contractor(s) shall make any necessary dilutions at external sites such that a homogeneous, well-mixed product is delivered to the City and Participating Public Agencies.

5. The Contractor(s) shall measure delivery quantities as the total weight of Liquid Sodium Hydroxide delivered in pounds. The City or Participating Public Agency shall assume the weight of the Liquid Sodium Hydroxide delivered (transferred to the City or Participating Public Agency) is equal to net weight of the Liquid Sodium Hydroxide in the delivery vehicle. The Contractor(s) shall ensure the complete transfer of Liquid Sodium Hydroxide from the delivery vehicle to the City’s or Participating Public Agency’s storage tanks.

6. The Liquid Sodium Hydroxide shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.

7. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a “quick connect” to connect with the fitting on silo hose furnished by the WPCF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hydroxide shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

8. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hydroxide in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Contractor(s) shall supply all transfer equipment. The Contractor(s) shall not use the City's or Participating Public Agency's equipment (unless otherwise noted by City or Participating Public Agency. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City or Participating Public Agency. The driver must follow the instructions posted at the unloading station.

9. The driver must follow all the City's or Participating Public Agency's security procedures and requirements for personal protective equipment. The City or Participating Public Agency shall inform the Contractor(s) of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

10. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City or Participating Public Agency reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Sodium Hydroxide is delivered.

11. The City or Participating Public Agency reserves the right to subject samples of the Liquid Sodium Hydroxide to analysis to determine if the Liquid Sodium Hydroxide meets the City's or Participating Public Agency's specifications. The Contractor(s) shall facilitate the sampling process, when asked. Failing to comply with the City's or Participating Public Agency's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City or Participating Public Agency, there is a necessity to remove non-conforming Liquid Sodium Hydroxide, the Contractor(s) shall remove and replace any and all non-conforming Liquid Sodium Hydroxide within 24 hours of being notified without additional cost to the City or Participating Public Agency. Alternatively, the City or Participating Public Agency may remove the Liquid Sodium Hydroxide and the cost for removal and disposal shall be billed to the Contractor(s). The Contractor(s) may not charge for delivered material the City or Participating Public Agency rejects.

12. All employees' drivers and subcontractors will be subject to background checks at the sole cost of the Contractor(s).

2. POLYMERS – LIQUID AND DRY

A. GENERAL REQUIREMENTS

These requirements are a broad for the City and Participating Public Agencies utilizing the Master Agreement. Contractors(s) who can and will provide Polymers – Liquid and Dry will be required to adhere to all applicable Terms and Conditions required by statutes, as well all rules and regulations governing the purchase, delivery and use of this commodity utilizing Participating Public Agencies.

i. Contractors(s) warrant that polymer chemicals provided as a result of this RFP:

a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals

b. Conform to the general chemical specifications contained herein

c. Are suitable for public drinking water supply and/or waste water treatment

d. Are free from adulterants or impurities of any kind, and

e. The specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.

ii. If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the City or Participating Public Agency, then the Contractor shall at no additional cost to the City or Participating Agency, promptly replace with item that meets specifications.

iii. Contractor(s) understand and acknowledge that the City and Participating Public Agencies provide services essential to the health and welfare of the public. Failure of a Contractor to provide contracted chemicals may jeopardize the City or Participating Public Agencies ability to provide timely services, which may affect the health and welfare of the public. In the event of product shortages at any level of production to delivery chain, Contractor(s) agree and affirm that the Participating Public Agencies will be given the earliest possible notice and the highest priority for allocation of the chemicals listed herein. To the extent the Contractor(s) must prioritize and/or allocate delivery among its customers, the requirements of the City or Participating Public Agencies under this Master Agreement will be honored before chemicals are provided to a customer with no such obligations

iv. The Contractor(s) is/are responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the Master Agreement. Failure to maintain compliance as specific in this paragraph or elsewhere in this solicitation shall constitute a breach of contract.

v. The City and Participating Public Agencies reserve the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the agency specification will be sufficient reason for rejection of the shipment. Should a shipment be rejected, the Contractor(s) shall remove all non-conforming chemicals at its sole cost. Upon notice of rejection of a shipment, the Contractor(s) shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event the Contractor(s) is/are unable to promptly furnish the chemical of the acceptable quality; the City or Participating Public Agency will obtain the chemical elsewhere. Any reasonable additional cost incurred by the City or Participating Public Agency will be charged to the Contractor(s) either as a credit against an outstanding invoice or billed to the Contractor(s) for immediate payment.

B. DELIVERY

i. The City and Participating Public Agency will establish its own delivery schedule based upon its own requirements and the Contractor(s) specified time to deliver after receipt of an order. Failure to honor delivery schedules may result in damages to the City or Participating Public Agency. The City and Participating Public Agency may at their own option and convenience cure late, partial, or missing deliveries in any manner allowed

to them by their terms and conditions that best resolves the shortage. The Contractor(s) is/are liable for any and all reasonable costs incurred by the City or Participating Public Agency due to such failures and can also recover any additional losses by deducting the outstanding amount from unpaid invoices.

ii. If the Homeland Security Advisory System places the waste/drinking water industry in Codes Orange or Red, all delivers shall be between the designated hours at the City or Participating Public Agency for that code status. All Contractor(s) will be required to follow prescribed delivery methods and regulations during the Code Orange or Red status.

iii. The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the city or Participating Public Agency. Failure to deliver at time specified, or as amended in writing by the City or Participating Public Agency or failure to make replacements of rejected chemicals shall constitute a breach of contract.

iv. Contractor(s) shall comply with all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any State or local requirements. Chemical containers supplied by the Contractor(s) shall be the sole responsibility of the Contractor(s) at all times and in any circumstance. The City and Participating Public Agencies will not pay demurrage or other charges unless the City or Participating Public Agency requests that the Contractor(s) leave the container beyond the delivery date. The control number shall be provided to the treatment plant at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the City or Participating Public Agency may be cause for refusal of the delivery.

v. All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

a. Contractor(s) Name
b. Purchase Order and Call Order Number (release number)
c. Date of Delivery and Date of Order
d. Materials Furnished
e. Quantity, unit price and extension of each item, and total in accordance with the contract
f. Name of authorized representative ordering supplies

vi. A Contractor's delivery ticket will be signed in duplicate by the Contractor designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the City or Participating Public Agency, the Contractor(s) will call the treatment facility prior to delivery and shall fax a copy of the driver's license, and a chemical shipping itinerary sheet which must include the manifest numbers and above referenced information.

vii. The City and Participating Public Agencies have the right to refuse delivery if chemical packaging is damage, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

viii. All chemicals will be delivered F.O.B. delivered as prescribed by the awarded price/freight schedule. Delivery free period shall be prescribed by the City or Participating Public Agency and hours of delivery will be determined by the City or each Participating Public Agency.

C. MSDS REPORTS

The following MSDS related documentation must be furnished to the City or each Participating Public Agency upon request:

i. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.

ii. National Sanitation Foundation certification for the quoted chemical

iii. Chemical certificate of analysis for all chemicals

D. GENERAL CHEMICAL DESCRIPTIONS

The type and general description of chemicals are provided in this section. These are meant to be a comprehensive overview of the chemicals that will be covered under the Master Agreement. The City or Participating Public Agency specifics will need to be taken into consideration on a case by case basis upon their agreement to utilize the Master Agreement.

i. Polymers, Liquid and Dry

Some polymer properties desired in this product are:

a. High molecular weight
b. Chlorine resistant
    1. Change density not pH sensitive. Supplied in liquid form
    2. Reduces or eliminates the need for inorganic flocculent chemicals
    3. Forms an easily dewatered sludge
    4. Specific gravity equal or near to water (s.g.=1.00)
    5. Water soluble
    6. Approved by NSF for drinking water at application rate up to 62 ppm in the influent water
    7. Ability to be fed full strength, or diluted in-line to the point of application
    8. Evaluation of the polymer's ingredients under OSHA's Hazard Communication Rule 29 CFR 1910.1200 demonstrating none of the ingredients hazardous
    9. Free from monomers
    10. Non-TTHM forming upon being chlorinated, at concentrations encountered in normal water purification

Contractor(s) must be capable of providing technical support, including on-site jar testing and training as specified by individual plant operations.

3. Additional Water Treatment Products and Services

A. An Offeror may submit and respond with any other products or services related to Water Treatment Products and Services.

4. Complete Product and Service Offering/Balance of Line

1. Each Contractor awarded an item under this solicitation may offer their complete product and service offering/a balance of line for Water Treatment Chemicals & Polymers for all products and services they can provide. Pricing for complete product and service offering/balance of line items

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will be determined by a percentage discount off the Contractor's standard pricing or product list. The pricing percentage discount offered must be entered as part of the Price Proposal section of the Offeror's response.

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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

Contract: The legal agreement executed between the City and the Contractor/Consultant. The 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.

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 is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Business Services: 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 at least nine 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 at least nine 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. 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 submitting the document through the City's online bidding system 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. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

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.

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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. The payment discount shall apply to all purchases and to all payment methods.

8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. **PROPOSAL/SUBMITTAL FORMAT:** A proposal should be submitted on the forms and in the format specified in the RFP. Any information that the offeror requested to held as confidential information shall be clearly marked as such. The material should be in sequence and related to the RFP. **The sections of the submittal should be organized, 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.

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14. **WHERE TO SUBMIT PROPOSALS:** Competitive sealed proposals for the specified material or service shall be received electronically by the Business Services Department at https://www.tucsonaz.gov/bso/ until the date and time cited.

    Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

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 logging into the City's online bidding system and withdrawing the proposal they submitted. 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. **TAX OFFSET POLICY:** If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.

20. **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. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

21. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Business Services Department. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on "Vendors" and then by clicking on "Vendor Registration." Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

22. **CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

23. **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.

24. **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 Business Services 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 are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

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25. PROPOSAL RESULTS: The name(s) of the successful offeror(s) will be posted on the Business Services Department's Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

26. PROTESTS: A protest shall be in writing and shall be filed with the Director of Business Services. A protest of a Request for Proposal shall be received at the Business Services Department t 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.

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PROPOSAL EVALUATION REQUIREMENTS

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

A. Method of Approach & Capacity

B. Qualifications & Experience

C. Price Proposal

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 & Capacity

1. Provide a response to the national program.

   1.1. Include a detailed response to Attachment B, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

   1.2. Contractor(s) will be required to sign Attachment B, Exhibit B, OMNIA Partners Administration Agreement. An Offeror responding to this solicitation should have any reviews required to sign the document prior to submitting a response. All Offeror's responses should include any proposed exceptions to the OMNIA Partners Administration Agreement.

2. In addition to Attachment B, Offeror's should provide responses to the below with their submission:

   2.1. Describe the current distribution model capable of delivering products nationwide, including the number, size and location of your company's distribution facilities, warehouses and retail network, where applicable. Describe your coverage of the United States.

   2.2. Discuss balance of line products and services offered to provide comprehensive water treatment chemicals & polymers.

3. Product and Service

   3.1. Indicate the products and services being offered as a response to this solicitation.

   3.2. Provide a detailed written response illustrating how the products and services offered will meet the needs of the City and a Participating Public Agency. Offerors shall provide the proposed product lines that will meet the requirements of this solicitation.

   3.3. Describe other products and/or services you offer that would be applicable to this contract.

   3.4. Describe the type of training, educational services, and technical support provided with each purchase. Also state any other training and educational services that will be available during the length of this contract.

   3.5. Describe approach for identifying water treatment chemicals and/or polymers specific to each using entity.

4. Orders, Invoices, and Delivery

   4.1. Describe your ordering capacity (telephone, fax, internet, etc.) and ordering methods (online ordering, order tracking, search options, order history).

   4.2. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?

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4.3. Describe your delivery commitment:

4.3.1. How will you meet the standard deliver requirement for agencies utilizing the agreement?

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

5. Reporting

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

B. Qualifications & Experience

1. Summarize your experience in providing water treatment chemicals, polymers (liquid and dry), and/or other water treatment products and services as applicable to your response to this solicitation.

2. 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.

3. Provide a listing of key personnel who may be assigned to the City's contract and also include key personnel who will be responsible for working with Participating Public Agency's outside of the City of Tucson. Include their title within your organization and the description of the type of work they may perform.

4. Describe the qualifications of your sales personnel and technicians. Include information on professional certifications obtained and the number staff currently certified.

5. Please submit any additional information that I is applicable to your qualifications and experience.

C. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein for products and services being offered as part of your response. If only responding to part of the products and services indicated in this solicitation, indicate not applicable where necessary.

1.1. Special Offers/Promotions:

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Successful Offeror(s) may conduct sales promotions involving price reductions for a specified lesser period. Successful Offeror(s) may offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the contract term and such lower pricing shall not be applied as a global price reduction under the contract.

1.2. Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Successful Offeror(s) is/are subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

2. Pricing

The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.

2.1. If responding to the Water Treatment Chemicals portion of this solicitation:

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2.1.1. Complete the Price Page.

2.1.2. Propose a plan to adjust pricing as market conditions change. As applicable, the plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

2.1.3. Provide details of and propose additional discounts including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.

2.1.4. Provide any additional details related to Price as needed.

2.2. If responding to the Polymers (Liquid and Dry) portion of this solicitation:

2.2.1. Identify the objective verifiable pricing index to be used. This must be submitted with the proposal.

2.2.2. Provide pricing based on base chemical pricing and freight schedules that will be applied nationally and be verifiable by utilizing agencies.

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

2.2.4. Provide details of and propose additional discounts including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.

2.2.5. Provide any additional detailed related to Price as needed.

2.3. If responding to the Additional Water Treatment Products and Services and/or providing a Complete Product and Service Offering/Balance of Line portion of this solicitation:

2.3.1. Provide details of and propose additional discounts (including any rebates available for volume orders, minimum order quantity, free goods and services, total annual spend, etc.).

2.3.2. Describe how products and services being offered will be priced.

2.3.3. Provide any additional detailed related to Price as needed.

3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

4. Cooperative Purchasing Program: Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. (See Paragraph 1 of the Special Terms and Conditions section.) Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

_____Yes _____No If yes, state proposed percentage: _____%

5. Will payment be accepted via commercial credit card? _____Yes _____No
   a. If yes, can commercial payment(s) be made online? _____Yes _____No
   b. Will a third party be processing the commercial credit card payment(s)? ___Yes ____No
   c. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).
   d. If "no" to above, will consideration be given to accept the card? _____Yes _____No

5. Does your firm have a City of Tucson Business License? _____Yes _____No
   If yes, please provide a copy of your City of Tucson Business license.

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III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on all of the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview 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 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 and that are not specifically mentioned in the solicitation response 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.

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SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Business Services Department are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit 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.mesaaz.gov/home/showdocument?id=23638 for a listing of participating agencies. The parties agree that these lists are subject to change.

   Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

   The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Business Services Department upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. **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.

3. **INSURANCE:**

   The Contractor agrees to:

   A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

   B. The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

   C. Provide and maintain minimum insurance limits as applicable:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	

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Each Occurrence	$5,000,000
General Aggregate	$5,000,000
Products & Completed Operations Aggregate	$5,000,000
Personal and Advertising Injury	$5,000,000
Blanket Contractual Liability	$5,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$5,000,000
III. Workers' Compensation (applicable to the State of Arizona)*[1]	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
IV. Professional Liability (Errors & Omissions) - In addition to I, II, III	
Each Claim	$3,000,000
Annual Aggregate	$2,000,000
VI. Environmental & Hazardous Waste - In addition to I, II, III Always check with the City's Risk Manager's Office when to use this.)	
Each Claim	$3,000,000
Annual Aggregate	$3,000,000

*[1] Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. **CLAIMS MADE INSURANCE COVERAGE:** If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

E. **ADDITIONAL INSURANCE REQUIREMENTS:** All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).

2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.

3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

F. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require (10) days written notice from the contractor to the City of Tucson. Such notice shall be sent directly to the Business Services Department – Procurement Division.

G. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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H. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Business Services Department – Procurement Division.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

4. 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. Any price adjustment will be effective upon the effective date of the Contract extension.

5. 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.

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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 Business Services.

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 Business Services. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **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.

7. **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.

8. **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.

9. **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.

10. **CONTRACT AMENDMENTS:** The Business Services 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 Business Services Department. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Business Services 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.

11. **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, 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.

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12. **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.

13. **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.

14. **EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et.seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).

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 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. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

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, holidays, paid vacation, sick days, or pension contributions 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. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

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-PAROL 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. **ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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 invoice shall not be dated prior to the receipt of goods or completion of services.

    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.

    The Contractor's payment terms shall apply to all purchases and to all payment methods.

31. **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 Business Services. 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.

32. **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.

33. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and other applicable local, state or federal regulations.

    Contractor shall, at all times during the term of this Contract and for a period of three years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

    Contractor shall ensure City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to City.

34. **RIGHT TO AUDIT:** The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and invoices.

    The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.
    If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such

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sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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 Business Services. 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.

41. **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 Business Services is received by the parties to this Contract, unless the notice specifies a later time.

42. **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;

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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.

43. 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.

44. 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.

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PRICE PAGE

If responding to the Water Treatment Chemicals portion of this solicitation, complete this Price Page. If only responding to other categories (and not Water Treatment Chemicals), provide pricing as described in Proposal Evaluation Requirements, Section II. Requirements Specific to Evaluation Criteria, item C. Price Proposal. If responding to the Water Treatment Chemicals portion of this solicitation in addition to other categories, complete the Price Page and provide pricing for other categories as indicated in proposal Evaluation Requirements, Section II. Requirements Specific to Evaluation Criteria, item C. Price Proposal.

The quantities appearing in this Price Page for Water Treatment Chemicals are only used as examples for estimated annual usage for a Participating Public Agency. They do not represent the City's actual usage and are not a guarantee of a Participating Public Agency's usage as there is no guaranteed work provided under the Master Agreement.

Example Agency #1:
Aluminum Sulfate 425,000 dry lbs.
Sodium Bisulfite 650,000 dry lbs.
Sodium Hypochlorite 1,300,000 gallons
Sodium Hydroxide 12,000 dry lbs.

Example Agency #2:
Aluminum Sulfate 65,000 dry lbs.
Sodium Bisulfite 210,000 dry lbs.
Sodium Hypochlorite 400,000 gallons
Sodium Hydroxide 75,000 dry lbs.
Citric Acid 30,000 wet lbs.
Liquid Oxygen 395,000 gallons

Example Agency #3
Sodium Bisulfite 29,000 dry lbs.
Sodium Hypochlorite 245,000 gallons

The pricing listed in this Price Page consists of 27 items and items shall be a firm fixed price.

Offeror's Name: _____

Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
1.	Aluminum Sulfate Minimum Shipping Quantity_____	500,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
2.	Soda Ash (Sodium Carbonate, Dry) Minimum Shipping Quantity_____	25,000	Dry lbs	$ _____	$ _____	$ _____	$ _____

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Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
3.	Sodium Bisulfite Minimum Shipping Quantity_____	900,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
4.	Sodium Hypochlorite Minimum Shipping Quantity_____	2,000,000	Gal	$ _____	$ _____	$ _____	$ _____
5.	Sodium Hydroxide Minimum Shipping Quantity_____	85,000	Wet lbs	$ _____	$ _____	$ _____	$ _____
6.	Ammonia, Anhydrous Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
7.	Ammonium Hydroxide Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
8.	Chlorine Minimum Shipping Quantity_____	10,000	Gal	$ _____	$ _____	$ _____	$ _____
9.	Copper Sulfate Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
10.	Ferric Sulfate Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____

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Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
11.	Sodium Fluoride Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
12.	Fluorosilicic Acid Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
13.	Hydorfluosilicic Acid Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
14.	Lime Foundry Quick Grade Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
15.	Lime Hydrated Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
16.	Pebble Quicklime Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
17.	Polyaluminum Chloride Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
18.	Polyaluminum Hydroxychlorosulfate Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____

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Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
19.	Polyphosphate Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
20.	Potassium Permanganate Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
21.	Powder Activated Carbon Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
22.	Sodium Hexametaphosphate Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
23.	Sulfur Dioxide Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
24.	Sulfuric Acid Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
25.	Zinc Orthophosphat Minimum Shipping Quantity_____	10,000	Dry lbs	$ _____	$ _____	$ _____	$ _____
26.	Citric Acid Minimum Shipping Quantity_____	31,700	Wet Lbs.	$ _____	$ _____	$ _____	$ _____

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Item No.	Description	Est. Qty.	UOM	Unit Cost	City of Tucson Shipping Costs	City of Tucson Delivered Cost	National Freight Charge per UOM mile*
27.	Liquid Oxygen Minimum Shipping Quantity_____	396,000	Gal	$ _____	$ _____	$ _____	$ _____

* Charge per UOM Mile shall be established as distance from Offerors closest distribution facility.

PAYMENT TERMS: _____ Percent / _____ Days **DELIVERY TIME:** _____

NOTE: EXCEPTIONS TO BID
The Offeror must list on a separate sheet of paper any exceptions to the conditions of this RFP. This sheet must be labeled, "Exceptions to RFP Conditions", and must be submitted as part of Offeror's response. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. **ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.**

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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.

For clarification of this offer, contact:

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

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 _____ 20___

_____
As Tucson City Attorney and not personally

Awarded:

This _____ day of _____ 20____

_____
As Director of Business Services and not personally

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ATTACHMENTS

Attachment A

Requirements for National Cooperative Contract to be Administered by OMNIA Partners

- All Offerors responding to this solicitation should address the items in this attachment where requested.

REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

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EXHIBIT A
RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Water Treatment Chemicals & Polymers. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.
These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that

any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section 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.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $65M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales

and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its 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 or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

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2.3 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 OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of sales persons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

   a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.

   Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

   a. Minority Women Business Enterprise

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   c. Historically Underutilized Business (HUB)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to implement the Master Agreement as supplier's

primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

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

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;

- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

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I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

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ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and made a part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners

may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

_____
_____
_____
_____

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

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EXHIBIT C
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

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255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR AND/OR COMMUNITIES PROGRAM MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A U.S. COMMUNITIES

Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

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EXHIBIT D
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

_____
Signature

_____
Name

_____
Title

_____
Date

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EXHIBIT E
CONTRACT SALES REPORTING TEMPLATE

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS

			Supplier Name:		Total Sales	$0.00										
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	UniqueId	Rebate Due	Rebate Name

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EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;
(ii) A subsidy;
(iii) A loan;
(iv) A loan guarantee; or
(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

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(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the

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President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
(1) No Federal appropriated funds have been paid or will be paid for 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 awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) 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 Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number:_____ Fax Number: _____

Printed Name and Title of Authorized Representative:_____

Email Address: _____

Signature of Authorized Representative: _____Date: _____

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers,

employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity
A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy
A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps
For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements
When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements
If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any,

paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program,

Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and

2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

   a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

   b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

   c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

   d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or

offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

    a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

    b. Changes.

    To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

    c. Access to Records.

    All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

    d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

    a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

    b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

    a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

    b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

    a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

    a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

    b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name:
_____

Address, City, State, and Zip Code:
_____

Phone Number:_____ _Fax Number: _____

Printed Name and Title of Authorized Representative:_____

Email Address:
_____

Signature of Authorized Representative: _____

Date: _____

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

Bid and Performance Security, as required by the applicable municipal or state statutes.

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
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DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in_____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____

Date Authorized Signature and Title

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
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DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code:_____

State of _____

County of _____

I, _____ *of the*_____
Name *City*

in the County of _____, *State of* _____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____*of the firm of* _____
Title *Company Name*
the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of _____
My commission expires _____, 20____

SEAL

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____
Signature of Procurement Agent

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

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DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

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DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

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DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

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EXHIBIT H
ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA

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CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT

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BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
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HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT

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NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT

SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA

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KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

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OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR

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BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
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CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR

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CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR

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FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR

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HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
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LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
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MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR

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NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR

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RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
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SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
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TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
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YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:
ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
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
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR

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MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT

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DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT

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RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION
ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES

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MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
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SENIOR CONTRACT OFFICER: Tracy Garcia
PH: (520) 837-4114 / FAX: (520) 791-4735

SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

CITY OF TUCSON

BUSINESS SERVICES DEPARTMENT

October 1, 2020 ***Sent via electronic mail, this day***

Robert Dubel
Account Manager
Thatcher Company of Arizona, Inc.
P.O. Box 27407
Salt Lake City, UT 84127-0407
Robert.Dubel@tvhem.com

Subject: Contract No. 212528-01 – Water Treatment Chemicals (Polymers and Misc.)

Dear Mr. Dubel:

The City of Tucson has awarded your firm the contract for furnishing the City's requirements for **Water Treatment Chemicals (Polymers and Misc.)** during the time period of **October 1, 2020 through September 30, 2021.**

Please find attached your pdf copy of the contract, purchase order and the designation of contract representative memorandum outlining the duties and responsibilities of the representative as they relate to this contract. If you have any questions concerning this award, please contact me at 520.837.4114.

The City wishes to thank you for your interest and submittal.

Sincerely,

Tracy L. Garcia
Senior Contract Officer

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Thursday, October 08, 2020

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: One (1)
PAGE 1 of 5
TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

CONTRACT NO. 212528
WATER TREATMENT CHEMICALS (POLYMERS AND MISC.)
AMENDMENT NO. ONE (1)

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): INSURANCE REQUIREMENTS

Pursuant to Contract 212528, Special Terms and Conditions, Section 3, Insurance is hereby replaced with the following language and requirements:

The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$5,000,000
General Aggregate	$5,000,000
Products & Completed Operations Aggregate	$5,000,000
Personal and Advertising Injury	$5,000,000
Blanket Contractual Liability	$5,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$5,000,000
III. Workers' Compensation (applicable to the State of Arizona)	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
VI. Environmental & Hazardous Waste - In addition to I, II, III Always check with the City's Risk Manager's Office when to use this.)	
Each Claim	$3,000,000
Annual Aggregate	$3,000,000

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Thursday, October 08, 2020

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: One (1)

TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

*[1] Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. **CLAIMS MADE INSURANCE COVERAGE:** If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

E. **ADDITIONAL INSURANCE REQUIREMENTS:** All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).

2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.

3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

F. **NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require (10) days written notice from the contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement

G. **ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

H. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Business Services Department - Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

I. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

J. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4114 / FAX: (520) 791-4735
Tracy.Garcia@tucsonaz.gov
ISSUE DATE: Thursday, October 08, 2020

CONTRACT AGREEMENT NO: 212528
CONTRACT AMENDMENT NUMBER: One (1)
PAGE 3 of 5
TG
SENIOR CONTRACT OFFICER: TRACY GARCIA

************END OF AMENDMENT***********

ALL OTHER PROVISIONS OF THE SERVICE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: THATCHER COMPANY OF ARIZONA, INC.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Craig N. Thatcher
Signature of person authorized to sign Date: 10/12/2020

Craig N. Thatcher, President
Name and Title (typed or printed legibly)

Thatcher Company of Arizona, Inc.
Company Name

P. O. Box 27407
Address

craig.thatcher@tchem.com;
wendy.richmond@tchem.com
Email Address

Salt Lake City	UT	84127-0407
City	State	Zip

Contact information for Sales/Account Representative for daily business operations:

Robert Dubel, Account Manager
Name and Title (typed or printed legibly)

(480) 248-4748 mobile
Phone Number

robert.dubel@tchem.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 12th DAY OF October, 2020, AT TUCSON, ARIZONA.

Jennifer Myers for Director of Business Services and not personally

THATCHER COMPANY of Nevada
90 Business Center Street, Henderson Nevada 89014
Phone (702) 564-7622
Fax (702) 564-2818

February 2, 2021

Heather L. McLain | Senior Buyer
Purchasing and Contracts
495 South Main St. 3rd Floor
Las Vegas, Nevada 89101
Phone: (702) 229-6005 | Fax: (702) 464-7703
hmclain@lasvegasnevada.gov

The purpose of this letter is to provide updated pricing for the National IPA Water Treatment Chemicals 2020 Contract with the City of Tucson, which the City of Las Vegas may adopt.

Product Description Full Truck load, 23 Ton as is basis	UOM	Delivered Cost to LV WPRCF 1/31/21 – 1/31/22	Tucson Product Unit Cost	Shipping Cost Per UOM
Aluminum Sulfate Bulk	Dry Pound	$0.2200	$0.1639	$0.0561
Sodium Bisulfite,40% Bulk	Dry pound	$0.5331	$0.2955	$0.2376
Sodium Hydroxide, 25% Bulk	Wet pound	$0.2474	$0.1575	$0.0899
Sulfuric Acid,93% Bulk	Per Wet pound OR ($ 1.91/G)	$ 0.1248	$ 0.0918	$ 0.0330

If you have any questions, feel free to contact me any time at the number listed above. Thank you for your business.

Cordially,

Kyle Peterson
Kyle R. Peterson

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
18

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Venetta Appleyard

SUBJECT:
For possible action to approve award of Contract No. 210252-DD, Construction Manager as Agent Contract for WPCF Filtration Building Rehabilitation, located 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP, INC. ($1,489,830 - Sanitation Enterprise Fund) - Clark County

FISCAL IMPACT:
Budget Funds Available
Amount: $1,489,830
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This consultant will be responsible for managing project demolition and construction, material testing, documentation, meetings, scheduling, and reports. Award of this contract is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2018 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1. (b), Professional Services. Jacobs Engineering Group, Inc. has an office located in Henderson, Nevada.

RECOMMENDATION:
Approve as recommended, with signature authority granted to the Purchasing and Contracts Manager per R-20-2017.

BACKUP DOCUMENTATION:
1. Contract No. 210252-DD
2. Certificate - Disclosure of Ownership and Principals

CONSTRUCTION MANAGER AS AGENT CONTRACT
FOR
WPCF Filtration Building Rehabilitation

THIS CONTRACT 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 495 S. Main Street, Las Vegas Nevada 89101, and **Jacobs Engineering Group, Inc.**, (the "Consultant"), **a Corporation**), whose address is **2485 Village View Dr. Suite 350 Henderson, NV 89074.**

PROJECT DESCRIPTION: Rehabilitation of the WPCF Filtration Building including restroom, filters, control stations, replacements for programmable logic controllers (PLC), Electrical Gear, Chlorine Contact Basin (CCB) concrete repair, Filter Influent Pump Station, Non-Potable Water, and Filtration Backwash pump station rebuilds. Project includes heating and cooling (HVAC) replacements, a new chiller building, and corrosion control coatings for Filters and CCB.

W I T N E S S E T H:

WHEREAS, the City intends to construct the WPCF Filtration Building Rehabilitation (herein the "Project"); and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 338, 623, 623A, 624, 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 knowledge, skills and experience to perform the services hereinafter set forth within the time required under this Contract;

WHEREAS, with respect to the Project, the City intends to retain a qualified and licensed contractor (herein the "Contractor") to construct the Project having been designed and engineered by professional architects and engineers;

WHEREAS, the Consultant has not and will not take part in the design or construction of the Project;

WHEREAS, the Consultant will not be assuming the Contractor's overall responsibility for ensuring the Project is completed in a satisfactory manner, or the Contractor's responsibility for the cost, quality or timely completion of the construction;

WHEREAS, the City desires to retain the services of a qualified consultant to assist the City in the management of the construction of the Project; and

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:

1.0 CONSULTANT RESPONSIBILITIES

1.1 ***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 Contract and, if so requested, the additional services set forth in the Compensation, Exhibit "E" attached hereto and incorporated herein as a part of this Contract and to provide the submittals described in the Required Submittals Exhibit "B," attached hereto.

1.2 ***Performance Standards.*** In performing the services set forth in this Contract, 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 Contract.

1.3 ***Document Review.*** The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for conformance with quality control requirements, Project standards and applicable federal, state and local laws and other regulations. Consultant shall also review each document for violations or infringements upon any patent rights.

1.4 ***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 Contract or of any cause of action arising out of the performance of this Contract. 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 Contract.

1.5 ***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 Contract. The services specified by this Contract 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 Contract is objectionable to the City for any reason, the Consultant shall 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 Contract, 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 to 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 Contract for default as provided in Section 10.3 of this Contract.

1.6 ***Correspondence Review.*** The Consultant shall furnish the City Representative draft copies of each correspondence to be sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.7 ***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 Contract 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.

2.0 CITY RESPONSIBILITIES

2.1 ***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 Contract. 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 1.0 through 10.24 of this Contract.

2.2 ***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, 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.

2.3 ***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 Contract. 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 Contract.

2.4 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Contract 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 Contract.

3.0 CHANGES TO CONSULTANT'S SERVICES

3.1 ***Requested Changes.*** The City may at any time, by written order of the City Representative, make a change in the services to be performed by the Consultant under this Contract.

3.2 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the maximum cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the maximum compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract 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 10.20.2 and 10.20.3 of this Contract. 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.

4.0 ADDITIONAL SERVICES OF CONSULTANT

4.1 ***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 Contract.

4.2 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any estimated 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 Contract.

5.0 *SUBCONSULTANT CONTRACT*

5.1 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.7, the Consultant enters into an Contract with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant Contract a provision that:

5.1.1 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,

5.1.2 the subconsultant shall have no more rights against the City than that of the Consultant,

5.1.3 the subconsultant agrees to be bound by the terms, conditions and obligation of this Contract unless the City has approved any deviation, change or modification in writing, and

5.1.4 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 Contract.

6.0 TERM OF CONTRACT

6.1 ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.2 or 10.3 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract. The City reserves the right to exercise an option to temporarily extend this Contract for up to thirty (30) calendar days from the expiration date, for any reason.

6.2 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Contract 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 Contract or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

7.0 COMPENSATION AND TERMS OF PAYMENT

7.1 ***Compensation: Basic Services***. For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.4. In no event shall the fee exceed the fee identified in the Fee Breakdown, Exhibit "D" and direct salary rates, Exhibit "E," attached hereto, pursuant to invoices submitted in accordance with Section 7.5 of this Contract.

7.2 ***Multiplier. Exhibit D, Section 400.2.*** provides the multiplier established for this contract. The multiplier includes costs associated with, but not limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.4 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.1.

7.3 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant on the basis of Consultant's direct salary, times the multiplier set forth in Exhibit D in accordance with Exhibit E, provided prior written approval for such services is given by the City Representative.

7.4 ***Compensation: Reimbursable Expenses.*** Direct reimbursable expenses incurred by the Consultant for work performed under this Contract eligible for reimbursement include subconsultant or subcontractor services (provided the Owner has authorized, in writing, said services) and additional line items specified in Exhibit E. The Consultant agrees that all of its authorized reimbursable expenses associated with the performance of this Contract shall be billed at the actual cost incurred by the Consultant without mark-up of any kind.

7.5 **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 Exhibit A, Section 101 (Preliminary and General Items and Exhibit D (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 10.20.1 of this Contract.

7.6 ***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 incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, 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 Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, 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. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.20 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

7.7 ***Final Payment.*** Upon completion of the services required under this Contract, 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.

8.0 PERFORMANCE SCHEDULE

8.1 ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Contract 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.

9.0 AUDIT: ACCESS TO RECORDS

9.1 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Contract. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Contract 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.

9.2 ***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.

9.3 ***Period of Maintenance.*** The books, records and other documents under Sections 9.1 and 9.2 of this Contract shall be maintained for six (6) years after the date of the final payment for the services under this Contract, unless additional retention is required based on funding-specific requirements. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Contract, 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.

9.4 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.1 through 9.3 of this Contract in all its subcontracts directly related to performance of services specified in this Contract which are in excess of $10,000.

10.0 MISCELLANEOUS PROVISIONS

10.1 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Contract 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 earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Contract 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 hourly wages or reimbursable costs directly related to execution of the Contract 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 this Contract to the Consultant and:

10.1.1 the Consultant was not a contributing cause for the suspension,
10.1.2 the Consultant has not received an equitable adjustment under another provision of this Contract, and
10.1.3 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.

10.2 ***Termination for Convenience.*** The City reserves the right to terminate this Contract 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 Contract. 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.

10.3 ***Termination for Cause or Other Resolution.***

10.3.1 ***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 Contract, the Consultant:

10.3.1.1 defaults in the due observance and performance of any term, condition or covenant contained in this Contract,

10.3.1.2 (i) 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, (ii) 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, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (v) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

10.3.1.3 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

10.3.1.4 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 Contract,

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

10.3.2 ***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:

10.3.2.1 terminate this Contract, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Contract. In the event the cost of finishing the

Consultant's performance of this Contract exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within thirty (30) days of invoicing by the City,

10.3.2.2 terminate this Contract, 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

10.3.2.3 continue with performance by the Construction Manager as Agent and serve within a reasonable time after completion of this Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.20.

In the event that the City elects to implement 10.3.1 (i) above, the costs and expenses of completing this Contract 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 City.

10.4 ***Ownership of Documents***

The Consultant agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Consultant and the Consultant's subconsultants in connection with the Project or otherwise pursuant to this Contract (collectively, the "Documents") and all rights therein (including without limitation trademarks, trade names, rights or use and reuse, copyrights and/or all other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or Consultant terminates this Contract for any reason whatsoever). The Consultant hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Consultant hereby assigns to the City all right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that that under this Section 10.4, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

The Consultant further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the City under the terms of a separate written Contract executed by the Consultant and the City. The Consultant shall place a conspicuous notation upon each such Document that indicates that the copyright thereto is owned by the City.

City agrees to waive any and all claims against the Consultant and to defend, indemnify, and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the City's use, reuse, or alteration by any new consultant or other agent of the City, of the Documents. The Consultant shall be entitled to retain a reproducible copy of the Documents furnished to the City; however, the Consultant shall not sell, license, or otherwise market the Documents in any way.

10.4.1 ***Delivery of Documents.***

10.4.1.1 In the event of the completion of this Contract and upon the City's payment in the services rendered by the Consultant, 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.

10.4.1.2 In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, 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 possession of the City. The Consultant may file a claim pursuant to Section 10.20 of this Contract for any disputed payment claims.

10.4.2 ***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 Contract 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 Contract.

10.4.3 ***Contractual Rights.*** Notwithstanding the provisions of 10.4.2 above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. 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.

10.5 ***Insurance***

The Consultant shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

10.5.1 ***Industrial/Workers' Compensation Insurance*** protecting the Consultant and the City from potential Consultant employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Consultant is a sole proprietor, it will be required to submit an affidavit indicating that the Consultant 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. The Consultant's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

10.5.2 ***Commercial General Liability Insurance*** (bodily injury, property damage) with respect to the Consultant's agents assigned to the activities performed under this Contract in a policy limit of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, for bodily injury, products, completed operations, 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 Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Consultant's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

10.5.3 ***Commercial Automobile Liability Insurance*** of limits no less than One Million Dollars ($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 Consultant and any auto used in the performance of services under this Contract. The policy must insure all vehicles owned by the Consultant and include coverage for hired and non-owned vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Consultant's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

10.5.4 ***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 Contract.

10.5.5 The Consultant must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Consultant shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Consultant shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. 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 City or it's designated certificate tracking service if so requested.

10.5.6 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 Consultant and/or insurance carrier shall provide the City with a 30-day advance notice of a material reduction in policy coverage, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

10.5.7 The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Consultant, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

10.5.8 All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed Twenty-Five Thousand ($25,000) without the prior written approval of the City.

10.5.9 Consultants requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Consultant is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.

10.5.10 If the Consultant fails to carry the required insurance, the City may (i) order the Consultant to stop further performance hereunder, declare the Consultant in breach, pursuant to Section E-5, 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 Consultant or charge the replacement insurance costs back to the Consultant.

10.5.11 Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

10.5.12 The Consultant is encouraged to purchase any additional insurance it deems necessary.

10.5.13 The Consultant is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Consultant, its subcontractors or anyone employed, directed or supervised by the Consultant.

10.5.14 ***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 Contract and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.5 for the duration of this Contract. Claims made insurance (Professional Liability-10.5.4) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

10.6 ***Indemnity***

10.6.1 ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright 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") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, 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 or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

10.6.2 ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright 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 "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount proportionate to the liability of the Consultant.

As used in this Section 10.6, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the Contract pertains.

10.7 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Contract 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.

10.8 ***Waiver.*** No consent or waiver, express or implied, by either party to this Contract, 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.

10.9 ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

10.9.1 it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Contract; 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 Contract, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

10.9.2 it holds a license, permit or other special license to perform the services included in this Contract, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

10.9.3 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 Contract, and

10.9.4 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 "H" (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 "H," the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "H" 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 Contract 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 Contract.

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 Contract shall be construed and interpreted in accordance with the laws of the State of Nevada.

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 Contract 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.

10.13 ***Certification – No Israel Boycott.*** By signing this Contract, Company certifies that, at the time of Contract signature, it is not engaged in, and agrees for the duration of the Contract, not to engage in a boycott of the State of Israel.

"Boycott of Israel" means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

10.14 Severability. In the event that any provisions of this Contract shall be held to be invalid or unenforceable, the remaining provisions of this Contract 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 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.

10.15.1 *Definition.* The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others and shall include the terms of this Contract. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

10.15.2 *Requirements.* Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Contract by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the expiration or termination of the Agreement, except with respect to Confidential Information that constitutes "trade secrets" under applicable law for which this Section shall survive indefinitely.

10.15.3 *Nevada Public Records Act.* Consultant acknowledges that City is a government entity subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statue ("NPRA") and that certain Confidential Information may be subject to the NPRA. Therefore, notwithstanding anything to the contrary contained in this Agreement or that (i) the City is subject to the requirements and obligations for disclosure of the NPRA; (ii) certain records of the City are subject to inspection and reproduction by the general public, Consultant shall nevertheless continue to treat all Confidential Information confidential pursuant to the terms of this Agreement. Consultant, therefore agrees (i) that any disclosure of Confidential Information by the City pursuant to the NPRA shall not be a violation, waiver, and/or a default whatsoever of this Agreement by the City; and (ii) any disclosure of Confidential Information by the City pursuant to the NPRA is permitted under this Agreement and shall not waive or relieve Consultant's ongoing contractual obligations under this Agreement. For the avoidance of doubt, any Confidential Information disclosed by the City pursuant to the NPRA shall still remain subject to the confidentiality obligations stated in this Agreement. In the event City receives any subpoena, demand, or request under the NPRA or other public records law for any Confidential Information or other data or information received by City from Consultant that was received in connection with any services performed by Consultant, City will immediately notify Consultant of such subpoena, demand or request and reasonably cooperate with any efforts by Consultant to assert any available defenses to disclosure. In no event shall City make disclosure of such information before ten (10) business days have elapsed from the date City notifies Consultant of the subpoena, demand, or request in order to provide Consultant with a reasonable opportunity to seek judicial intervention concerning the potential

disclosure of Consultant's Confidential Information and/or trade secret information. If Consultant informs City in writing of Consultant 's intent to seek a court order barring disclosure, City agrees to withhold the requested information, to the extent permitted by the NPRA, pending court resolution of the matter, or interim order by a court. Whenever a requesting party pursues legal action to compel disclosure of Confidential Information or other data or information received by City from Consultant, Consultant will bear responsibility for all costs of defending such legal action.

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 this Contract 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, amendments, and change orders to this Contract 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 1.0 through 10.24 of this Contract 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 or (ii) 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 Contract.

10.19 ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Contract 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 Contract 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***

10.20.1 ***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 3.2 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 mediating that particular claim or dispute pursuant to Section 10.20.3 of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20.2 or 10.20.3, the Consultant shall proceed diligently with the performance of this Contract.

10.20.2 ***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 10.20.1 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 mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20C. 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.

10.20.3 ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.3.2 or Section 10.20.2, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice

of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

10.20.4 ***Right of Judicial Action.*** Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of mediation required herein may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

10.21 ***Attorney Fees.*** The City or the Consultant as the prevailing party that brought any litigation or arbitration to enforce the provisions of this Contract shall be entitled to reasonable attorney fees and court costs.

10.22 **Calendar Day.** All references in this Contract to days are to calendar days unless otherwise indicated.

10.23 **Exhibits.** All exhibits referenced in this Contract are hereby incorporated by this reference as a part of this Contract. Any conflict between the provisions of this Contract and the Exhibits incorporated herein shall be governed by the provisions of this Contract.

10.24 **Counterparts; Electronic Delivery**. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

10.25 **Contract Version.** This document reflects the current standard provisions for the City's Professional Services Contract updated as of August 2020.

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

CITY OF LAS VEGAS

By: _____
Tonya Kemble, Manager, Purchasing & Contracts

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 6/17/21
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

JACOBS ENGINEERING GROUP

By: _____
Ken Gilbreth, P.E., Vice President

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " EXAMPLE INVOICE

EXHIBIT " H " CERTIFICATE OF DISCLOSURE

EXHIBIT A
SCOPE OF SERVICES

100 PROJECT OVERVIEW

100.1 DESCRIPTION OF PROJECT

The work consists of miscellaneous improvements as indicated in the drawings and specifications for the WPCF Filtration Building Rehabilitation including: Demolition of existing and Installation of Ultrasonic Level Sensor, Replacement of existing VFDs, Demolition of existing alum day tank and polymer tank areas, Installation of new filter level transmitters, Replacement of filter backwash supply flowmeters, Replacement of various valves and piping, Replace existing filtration building roof, Modification of existing storage room to a server room including HVAC and utility modifications, extensive filter controls modifications and replacements, Paint Filtration building, Convert existing lighting to LED, Concrete repair and coating for filters and chlorine contact basin, Non potable water pump station rebuild, New HVAC chiller building with equipment, and other related miscellaneous work.

100.2 CONDITIONS

100.2.1 ***Contract Documents*** as used herein refers to the documents referenced in the construction contract that describes the Contractor's scope of work. This may include, but is not limited to, drawings, specifications, general conditions, special provisions, reference standards, geotechnical data, surveys, reports, addenda, and change orders.

100.2.2 ***Consultant Proposals***. If any Consultant proposal or other documents prepared by anyone other than the City is attached to this Contract or included by reference, the terms of this Contract shall govern any conflicts between the documents and this Contract, and any such attachments or references shall only be utilized to compliment this Contract in describing the detail of the scope of work described in this Contract, except that the scope shall not be less than the requirements in this Contract, to avoid rep-typing standard schedules of hourly rates for personnel, rates for material tests and additional services, and similar standard rate schedules. All other terms, conditions, and uses of any such attachments or references are to be ignored in connection with this Contract, even if such attachments or references are signed by the parties to this Contract.

100.2.3 ***Regulatory Authorities***. The Consultant does hereby acknowledge, understand and agree that the City Engineer Division, acting as the City's representative for purposes of the Project, does not have 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 Departments of the City of Las Vegas, plus Clark County and other agencies. The City' 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 Division does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer Division. 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.

100.2.4 ***Certifications***. To the extent certifications and special qualifications are required by regulatory authorities, laws, regulations, or this Contract, the Consultant shall provide personnel with the proper credentials during the term of this Contract. Should the Consultant or the Consultant's personnel be removed from qualification, certification, or otherwise be limited in their ability to perform their duties and responsibilities under this Contract, the Consultant agrees to subcontract their responsibilities to a properly qualified and certified subconsultant at no additional cost to the City, who shall have the right to approve any such subconsultant prior to use.

100.2.5 ***Capital Improvement Project (CIP) Software***. Upon City request, Consultant shall utilize the City's CIP software (MasterWorks) as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

- The City shall provide:
  - A limited training manual for the MasterWorks software and a maximum of two hours of MasterWorks software training for up to four people at the City's offices.
  - The cost of any software licenses required by the MasterWorks software manufacturer or distributor.
  - User accounts for Consultant's access to the MasterWorks software.
- The Consultant shall provide:
  - Training of Consultant personnel required to utilize the MasterWorks software, except as provided by the City above.
  - Information using the forms, screen views, and information fields provided in the software and training materials.

- Electronic notification in the MasterWorks software of any submittals that cannot be transmitted electronically, such as material samples.
- Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
- Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MasterWorks software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
- Frequent monitoring of the MasterWorks software.

100.2.6 Documents approved in the MasterWorks software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the MasterWorks software to provide approvals, and no excuse will be entertained by the City for unauthorized MasterWorks software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the MasterWorks approvals, upon City request.

100.3 *REFERENCE STANDARDS*

100.3.1 All Project work and services performed by the Consultant, Contractor, and others shall be in full compliance with applicable codes, ordinances, standards, and regulatory requirements.

100.3.2 The latest edition of the following reference materials, as applicable, shall be used as standards for inspection, coordination, project control, and other work performed under this Contract:

- Design and Construction Standards for Wastewater Collection Systems from Clark County Water Reclamation District (formally Clark County Sanitation District)
  - Design and Construction Standards for Wastewater Collection
- American Society for Testing and Materials (ASTM)
- A Policy on Geometric Design and Highway and Streets (AASHTO)
- Clark County Regional Flood Control District's Policies and Procedures.
- Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
- Uniform Standards Plans and Specifications for Public Work's Construction Off-Site Improvements, Clark County Area (Standard Specifications)
- American Concrete Institute (ACI)
- The Asphalt Institute
- Portland Cement Association (PCA)
- City of Las Vegas Building Codes:
  - International Building Code (IBC)
  - International Energy Conservation Code (IECC)
  - National Electric Code (NEC)
  - Uniform Administrative Code
  - Uniform Mechanical Code (UMC)
  - Uniform Plumbing Code (UPC)
  - Uniform Fire Code, NFPA 1
  - City amendments to the above codes
- Accessibility Laws, Codes, Standards, and Guidelines:
  - Architectural Barriers Act
  - Rehabilitation Act
  - Americans with Disabilities Act (ADA)
  - Telecommunications Act (Section 255)
  - Rehabilitation Act Amendments
  - Access Board Guidelines
    - ADDAG (2004 or later) ADA-ABA Accessibility Guidelines
    - State and Local Government Facilities
- ANSI 117.1
- NRS 338.180.4 for building signage
  - Utility Company Design Standards
- Las Vegas Valley Water District
- NV Energy

- CenturyLink
- Cox Communications
- Southwest Gas
- Republic Service of Southern Nevada
- Clark County Department of Air Quality and Environmental Management air quality regulations including Dust Control Permits and Supplemental Dust Control Permits, and Stationary Source Permits regulations for cooling towers, tanks, boilers including swimming pool heaters, gasoline pumps, and generators
- Southern Nevada Health District design standards including food facilities, swimming pools, and underground tanks
- Nevada Department of Environmental Protection regulations including General Discharge Permit for Oil/water Separators, National Pollutant Discharge Elimination Permit including construction dewatering, Construction Storm Water Permit, and Temporary Permit for Working in Waterways
- Resources Conservation and Recovery Act (RCRA) regulations for hazardous waste disposal including mercury containing light bulbs, PCB ballasts, and lead paint
- Toxic Substance Control Act (TSCA) regulations for asbestos containing materials

101 CITY RESPONSIBILITIES

101.1 The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

101.2 The City shall provide the Consultant with:

101.3 Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

101.4 The full use of any on site facilities that the Contractor is obligated to provide for the City's use, including an air conditioned, heated, and furnished field office with phone, fax, desk, table, storage cabinet, plan rack, filing cabinet, bookshelves, chairs, tackboard, wastebasket, parking space(s), access to sanitary facilities and drinking fountain, if so indicated in the Contract Documents for the Project. It is the Consultant's duty to review the documents for such information and to determine and include any field office requirements that the Contractor is not providing by listing the rate for the Consultant provided portion of the field office in Exhibit "E" (Additional Compensation).

101.5 Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

101.6 A management team to review submittals, and to work with the Consultant to achieve an acceptable, cost effective Project.

102 CONSULTANT RESPONSIBILITIES

102.1 ***SCOPE OF SERVICES.*** The Consultant shall provide the following scope of services, as more fully described below:

102.1.1 CONSTRUCTION MANAGEMENT AS AGENT SERVICES

- Pre-Construction Procedures
- Construction Procedures
- Close-Out Procedures

102.1.2 MATERIAL TESTING SERVICES

- This scope is to be considered preliminary and may be altered at the direction of the City Representative as the Project develops.
- 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.
- Consultant services, duties, and responsibilities stated in any part of this Exhibit "A" are applicable to all parts (pre-construction, construction, close-out).

102.2 STAFFING REQUIREMENTS

102.2.1 The Consultant shall provide the following minimum personnel for the services to be performed under this Contract. Reference the entire Contract for additional staffing requirements.

102.2.2 ***Construction Manager.*** The Consultant shall provide a qualified Construction Manager to be in responsible control of the Project. The Construction Manager shall possess an active contractors, civil engineer, or architect license in the State of Nevada pursuant to NRS 624, 625 and 623, respectively. The Construction Manager shall have a minimum of four years of post-licensure/registration progressively responsible experience in managing and administering large construction projects, preferably on public sector construction projects of similar size and scope to the Project, and a OSHA 30 hour Construction training course certificate from the U.S. Department of Labor.

102.2.3 Responsible control requires at least: a) weekly on-site field observations of the Project, b) supervision of staff's' work, and c) review of pertinent Project documents to ensure the success of the Project.

102.2.4 ***Construction Coordinator.*** The Consultant shall provide a qualified Construction Coordinator to oversee the daily construction administration, inspection and testing for the Project and to ensure timely submissions and processing of Project documents. The Construction Coordinator shall possess, at a minimum, a OSHA 30 hour Construction training course certificate from the U.S. Department of Labor and one of the following:

102.2.5 A four year college degree in architecture, construction management or engineering discipline; or

102.2.6 Possess a CCMA, PMI, or any nationally recognized construction management program certification in lieu of a four year college degree; or

102.2.7 An equivalent combination of relevant education, training and construction experience totaling ten years or more in construction project management under the supervision of a licensed contractor, civil engineer, or architect.

102.2.8 ***Construction Inspector.*** The Consultant shall provide a qualified Construction Inspector to perform inspections as necessary to ensure the Contractor work is in compliance with the Contract Documents. The Construction Inspector shall possess certification(s) in one or more of the following: NICET, ICC, ICBO, IAS or ACI Field Inspector or any national recognized inspection program, preferably in a specialty related to the scope of work of the Project, and a OSHA 10 hour Construction training course certificate from the U.S. Department of Labor.

102.2.9 ***Document Administrator.*** The Consultant shall provide an experienced Document Administrator or Inspector to assist the Construction Coordinator in preparing and maintaining all correspondence and documents (i.e. submittals, daily reports, requests for information, change orders, etc.) required by this Contract. Reference the computer software requirements of this Exhibit for the technical skill requirements of this position.

102.2.10 ***Qualifications.*** The Consultant shall furnish a resume for each staff person assigned to the Project, including proof of licensure, registration, and /or certifications. In addition to the resume, the City may require references, request an in-person interview, or other means to confirm qualifications and experience of proposed Project staff. The determination of the qualification of proposed Project staff shall be at the sole discretion of the City. Any proposed Project staff that do not meet the aforementioned qualifications and experience requirements shall be promptly replaced with staff acceptable to the City.

102.2.11 ***Subconsultants.*** Services may be performed by subconsultants of the Consultant if the subconsultant is listed in Exhibit "F" Key Personnel List or approved in writing by the City prior to the subconsultant providing services. Otherwise all services will be performed by employees of the Consultant, who are approved in advance by the City. The City reserves the right to require the Consultant to replace any employee or subconsultant at any time for any reason.

102.3 EQUIPMENT REQUIREMENTS

102.3.1 ***Equipment.*** The Consultant shall provide all equipment needed to provide the scope of services and to ensure compliance with the Contract Documents including, but not limited to:

- Vehicles as needed to travel the Project site and provide services, which shall be conspicuously marked so as to identify personnel of the Consultant for the benefit of the public.
- A cellular telephone for each Consultant staff member assigned to the Project to facilitate communication with the City and the public.
- Computer and communications systems required to manage the Project.
- Personal safety equipment for each Consultant staff member while on site including hard hats, safety vests, ear and eye protection, and safety shoes.
- A library of reference standards applicable to the Project, see list above.

102.4 Software

- The Consultant's documentation shall, to the maximum extent possible, be prepared using MasterWorks software accessed via an Internet connection to the City system. No software purchase is required of the Consultant for this access and use.
- Where MasterWorks documentation capabilities are limited, provide documents in the following software formats: AutoCAD 2018, Microsoft Office 2007 and Microsoft Project 2000, or more recent versions.
- Verify that digital electronic entries and submittals are free of electronic "viruses", "worms", "Trojan horses", and other malicious code using commercially available software with current virus definitions.

102.5 Photos. The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of this Contract. Photographs of the Project taken by the Consultant after final Consultant payment will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

103 CONSTRUCTION MANAGEMENT AS AGENT SERVICES - PRE-CONSTRUCTION PROCEDURES

103.1 DOCUMENT CONTROL

103.1.1 Document Setup & Review. The Consultant shall:

- Provide a copy of their policy and procedure manual for construction management to the City for review and approval to use on the Project.
- Setup the MasterWorks software, files, and forms in compliance with the City filing standards, enter in MasterWorks all initial available information, and provide copies of the completed information to the City Representative, including contact information of all Project participants and all Project correspondence received and generated.
- Conduct a thorough review of the Project to determine all permits that are required for the Project and verify the permits have been obtained.
- Perform a review of the Project documents and forward any review comments to the City Representative.
- Documents. Minimum documents to review include, as applicable to the Project:
  - Construction Contract, Plans, General Conditions, Specifications, Special Provisions, and Addenda.
  - Utility construction drawings including NV Energy, Phone, Cox Cable, SW Gas, and others.
  - Contractor's Dust Permit and Dust Mitigation Plan; Supplemental Dust Control Permit for demolition, relocation, or remodeling.
  - Contractor's Storm Water Permit and Storm Water Pollution Prevention Plan.
  - Contractor's trench safety plans and competent person submittal for OSHA compliance.
  - National Pollutant Discharge Elimination System Permit for groundwater discharge including construction dewatering (NPDES).
  - General Discharge Permit for Oil/Water Separators and Best Management Plan.
- Review. Minimum review of documents shall include:
  - A review for clarity, completeness, economic feasibility, buildability, errors and inconsistencies, omissions and missing information, inadequate detailing, dimensional accuracy and consistency, cross-references between various drawings and between drawings and specifications, and a cross-check between various design discipline drawings for conflicts.
  - A review of the contractual terms to determine the requirements for contract administration and enforcement.
  - A review of Performance Specifications for completeness, gaps in the scope of work, and the required coordination between trades.
  - A thorough comparison of the documents to the visual pre-construction site conditions including a review of the adjacent site conditions beyond that included in the documents.
  - A review of the Project site activities including such items as the construction limits and fencing locations, deliveries, traffic control, laydown and storage areas, field office and parking areas, temporary utilities, site security, safety, noise impacts, physical limitations for construction equipment and building components, drainage plan, and construction phasing.
  - A review of city furnished items for interface with the Contractor's work and schedule delivery.
  - A review of multiple owner construction contracts, if any, for coordination and interface.
  - Identification of activities that will benefit from pre-construction conference meetings and checklists such as major concrete pours and building roofing installations. Compile and distribute the list of required pre-construction conference meetings, and prepare checklists and meeting agendas for use in the meetings. Submit the Consultant's list of recommended pre-construction conference meetings to the City for approval.
  - A review of the common code complaint areas such as ADA slopes and electrical gear clearances.

103.1.2 Backups. The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of the MasterWorks database for the Project and each project document prepared and processed under this CONTRACT, backed up no less frequently than daily, in a secure off-site location and to restore these documents upon need and to provide them to the City upon request. This backup obligation shall beginning upon notice to proceed and extend continuously until one year after final payment of this CONTRACT has been made.

103.1.3 Substitutions. The Consultant shall:

- Receive all requests for substitutions from the Contractor and review them for Contract Document compliance, log them into MasterWorks , reject or forward them to the City Representative and designer for review and approval.
- In the event Substitution Requests are submitted after the allowable time period, and the Contractor has not provided evidence that the product is no longer available through no fault of the Contractor, the Consultant shall forward a written notice of rejection to the City Representative for review and approval.

103.1.4 Contractor Submittals. The Consultant shall:

- Prepare a master list of all contractually required submittals in MasterWorks and distribute copies.
- Receive all Submittals from the Contractor and review each for Contract Doument compliance. In the event the submittal is received in a manner contrary to the Contract Documents, the Consultant shall forward a notice of rejection to the Contractor, designer and the City Representative for review and record. No disclaimers are allowed on any document submittals.

- Generate a submittal log in MasterWorks showing each submittal, the date received, date forwarded to the designer, number of days with the designer, date returned, designer's response, and the date returned to Contractor.
- All submittals that are received in accordance with the Contract Documents shall be logged into MasterWorks and forwarded to the designer for review and approval or rejection.
- Re-Submittals shall be handled in the same manner as the original submittal.
- Prepare a list of deferred submittals provided for in the Contract Documents. Require a schedule for these submittals from the Contractor and track each deferred submittal to insure the Contractor submits and receives approval so as not to impact the Project schedule.

103.2 PROJECT CONTROL

103.2.1 ***Meetings.*** The Consultant shall participate in preconstruction meetings, job conferences, public information meetings, and other related preconstruction meetings. Generate and distribute minutes of all such meetings.

103.2.2 ***Partnering Meetings***. Participate in an initial and periodic "Partnering Meetings" with the City and the Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Meeting dates, times, and place will be determined by the City.

103.2.3 ***Material Deliveries.*** The Consultant shall provide oversight of material deliveries match the approved submittals. The contractor shall insure that material handling and storage complies with manufacturer's recommendations, industry practices, and the Contract Documents.

103.3 TIME AND BUDGET

103.3.1 ***Preliminary Project Schedule***. The Consultant shall: 1) review in detail and report to the City Representative on the compliance with the Contract Documents of the Contractor's preliminary progress schedule, baseline schedule, and schedule reports, 2) ensure that the Contractor's baseline schedule adequately depicts all of the significant work activities with reasonable timelines, and 3) provide a written analysis report of the Contractor's baseline schedule.

103.3.2 ***Contractor Payment Format.*** The Consultant shall review the Contractor's payment request format, quantities, schedules, and line items for compliance with City requirements and the Contract Documents.

103.3.3 ***Project Status Reports***. The Consultant shall review with the City the required format and schedule of the periodic Project status updates to be provided by the Consultant over the course of the work.

104 CONSTRUCTION MANAGEMENT AS AGENT - CONSTRUCTION PROCEDURES

104.1 DOCUMENT CONTROL

104.1.1 The Consultant shall create and maintain in MasterWorks the daily reports, submittals, requests for information, field directives, construction change directives, change orders, correspondence, and any other documents generated. Logs shall show the date each document was received, the content of the document, the date forwarded to whom, the date returned, the number of days with the reviewer, the response, and the date returned to the Contractor.

104.1.2 The Consultant shall maintain a list of names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers of materials and equipment and provide an up-to-date list to the City Representative.

104.1.3 Prepare and maintain all documents required to meet regulations.

104.1.4 Use acid free paper for Project documents that will become the permanent record for the Project.

104.1.5 **Daily Reports**. The Consultant shall:

- Be responsible for producing, in MasterWorks and separate from the Contractor's daily report requirement, a report for each day describing the events which took place, including any relevant conversations, construction conflicts and site meetings.
- Ensure that the Contractor develops its own daily report and will obtain such reports for the Consultant field office and City record daily.
- Ensure that the Consultant's and Contractor's daily reports include all of the items required in the Contract Documents, including:
- Working and non-working hours on the Project site,
- The weather conditions and possible weather related delays,
- Name of contractors, suppliers and distributors on site and number of workers for each listed by skill level,
- Equipment on site by model, and year if possible and whether it was active or idle,
- Construction activities conducted and work completed including daily quantities,
- Description of any controversy and how or if the dispute was settled; any problems that may have delayed the progress and the reasons for the delay together with the amount of time, personnel and equipment that were idled due to the problem; dates relative to questions of extras or deletions,
- Instructions given and received and how and to whom the instruction was transmitted (field directive, change order, etc.),

- Any accidents on site and in the general vicinity; safety concerns and actions taken,
- Full descriptions of any utility conflicts or hits encountered together with actions taken and resources idled.
- Review the Contractor's daily reports and if the Consultant determines that any are inaccurate, incomplete or contain potential claim information, the Consultant shall generate a response, in MasterWorks , detailing any concerns and requested changes and shall forward these documents to the City Representative for review and approval.

104.1.6 ***As-Builts.*** The Consultant shall:

- Verify that the Contractor is maintaining as-built drawings and specifications in accordance with the Contract Documents.

104.1.7 ***Photographs.*** Provide daily photographic documentation of Project site, on CD ROM, prior to and during construction, and make special note of any pertinent situations.

104.1.8 ***Project Status Reporting.*** The Consultant shall:

- Provide periodic project status updates in accordance with city management reporting frequencies and as instructed by the City Representative.
- Prepare a monthly progress and summary report and submit it to the City with the Consultant's monthly invoice for services.

104.2 PROJECT CONTROL

104.2.1 The Consultant shall have a representative on-site at all times during construction activity to ensure that activities are performed in accordance with the Contract Documents.

104.2.2 ***Authority.***

- The Consultant has the authority to:
- Issue Notices of Non-Compliance, after consultation with the City.
- Reject delivered non-compliant materials.
- Issue clarifications not resulting in cost, time or esthetic changes, after consultation with the City.
- Issue Field Directives for emergencies and situations that require immediate response, after making every effort to immediately consult with the City about the directive.
- ***The Consultant does not have the authority to:***
  - Sign Construction Change Directives.
  - Sign Construction Change Orders.
  - Sign the Certificate of Substantial Completion.
  - Revise the design or approve alternate materials.
  - Inspect any work other than that for which they are specifically certified.
  - Make public news releases or other information about the Project available to the public or news media.
  - Sign or initial any paperwork generated by the Contractor, including verifications of work completed or quantities removed or delivered. All such work verifications and other Contractor paperwork issues shall be noted in the Consultant's Daily Reports. The exception to this policy is the receipt of documents, samples, drawings, and similar items received from the Contractor, which may be signed for as received.
- ***Meetings.*** The Consultant shall:
  - Organize and lead all progress and pre-placement meetings in accordance with the Contract Documents.
  - Record all meeting minutes in MasterWorks and distribute copies for review and approval, and make any reasonable and merited adjustments to the meeting minutes when requested.
  - Participate in periodic partnering meetings and draft minutes from such with copies forwarded to the City Representative for review and approval.
- ***Coordination***. The Consultant shall:
  - Coordinate with agencies and City staff on all aspects of the Project.
  - Coordinate the activities of any environmental monitoring required for the Project.
  - Work with the Contractor to resolve coordination issues.
- ***Material Testing.*** The Consultant shall:
  - Assist in, be aware of the Contractor's schedule of, and note in the daily report on the Contractor's coordination with the on-site quality inspections, special inspections, and material testing services provided by the City's consultants.
  - Ensure that all testing required by the Contract Documents are conducted and the results are distributed.
  - Review and respond to all inspections and test results provided by the Contractor and forward copies of each to the City Representative and designer for review and approval.
- ***Issues Management.*** The Consultant shall:

- Track and analyze all Project issues, disputes, and claims. In MasterWorks link and attach all of the reference documents relating to each issue.
- Identify and immediately notify the City Representative of any items that have the potential to result in additional project time or cost impact.
- Consult with and advise the City as to possible change orders; prepare and issue change orders as requested by the City.
- Report immediately to the City upon the occurrence of any accident or safety concern and document information observed and corrective actions taken. Prepare incident reports for all accidents, regardless of the parties involved.
- Monitor the Contractor's compliance with any NPDES permits and applicable Best Management practices, issue Notices of Non-Compliance, and notify the applicable enforcement agency, as appropriate.

- ***Notices of Potential Claim.*** The Consultant shall:
  - Forward any and all Notices of Potential Claim to the City Representative for review and record.
  - Develop a summary of events and submit it with the Notices of Potential Claim.
  - Draft a response to any Notices of Potential Claim and forward to the City Representative for review and approval.
  - Report any verbal notices of claim to the City Representative and advise the Contractor that written notice is required by the Contract Documents. If written notice is not provided by the Contractor within 48 hours, issue a letter to the Contractor requesting the Contractor's position on the issue in writing.
- ***Communication.***
  - All construction communication between the Contractor's team and the City's team must be funneled to and conducted between the Consultant/City Representative and the Contractor's superintendent/project manager.
  - All directions to the Contractor shall be in writing except that verbal direction may be provided 1) when safety violations are observed which could threaten life or property, or 2) when a potential delay can be averted by directing the Contractor to proceed. Any verbal directions must be followed by written confirmation to the Contractor within 24 hours.
  - The Consultant shall not provide verbal interpretations of the technical portions of the drawings and specifications, but rather refer such questions to the designer or City Representative for an answer.
  - The Consultant shall note in its Daily Report any verbal or written instructions given or received.

104.3 INSPECTION

104.3.1 ***General.*** The Consultant shall:

- Provide inspection of all construction to ensure conformance with the Contract Documents, including the following as applicable to the Project.
- Verify that all materials match the approved submittals, upon delivery and prior to installation.
- Verify that the construction matches the dimensions in the Contract Documents.
- Request verification of the Contractor for any work that appears mislocated on the site either horizontally or vertically. Notify the City Representative if the Contractor does not satisfy the Consultant about the issue so additional surveying may be conducted.
- Verify that all inspections for permits, code, regulations, and Contract Document compliance have been approved prior to the Contractor concealing any work. This includes, but is not limited to, inspections by agencies, utilities, Public Works, Building and Safety, and Special Inspectors.

104.3.2 ***Concrete Structures.*** The Consultant shall ensure that:

- The Contractor submittals including mix designs have been approved prior to installation.
- The Pre-placement Inspections have been completed including:
- Lines and Grades including location, elevation, dimensions, shape, drainage, preparation of surface, and bearing.
- Forms including specified type, location, dimensions, tolerances, alignment, stability, surface preparation, tightness, chamfer strips, inspection openings, cleanliness, temperature, and accessories.
- Reinforcing Steel including size (diameter, length, bends, anchorage), grade, location (number of bars, spacing, cover), splices (overlap, mechanical splice, welded joint, welder qualifications and welder procedures), stability (wire ties, chairs, spacers), cleanliness (no loose rust, oil, paint, dried mortar, concrete), and protective coating.
- Prestressing Steel (pre- and post-tensioned) including strand, wire, or bar placement, size, location, grade, anchorage, tensioning sequence, loading and elongation measurements, concrete stressing strength verification, cleanliness, condition of sheathing and protective coating, grouting of post-tensioned tendons, and sealing of the end anchors.
- Embedments including location, size, and condition.
- Blockouts including location, size, and condition.
- The Placement Inspections have been completed including:
- Conditions including coordination of concrete delivery, protection against sun, rain, hot, cold, lighting and power.

- Field Tests of Concrete including use of specified mix, field water additions, slump (ASTM C143), temperature (maximum and minimum as specified), air content (pressure or volumetric, ASTM C231, C173), unit weight (ASTM C138), yield (ASTM C138), cylinder specimens (identification, mix, location, date), discharge of ready-mix concrete truckload before 300 revs or 90 minutes (ASTM C94), and initial curing of cylinder specimens, i.e. field curing (ASTM C31).
- Conveyance of Concrete including nonreactive materials, prevention of segregation and loss of materials, prevention of contamination, condition of conveying equipment (smooth surfaces, no holes, cleanliness), and use of drop-chutes or funnel hoses to contain freefall.
- Placement of Consolidation of Concrete including preparation of contact surfaces, ability of conveying method to place concrete in all areas of the placement, mortar bedding (use of starter mix), prevention of segregation (no chuting or dropping against forms or reinforcement), depth of layer (maximum limit), external vibration (spacing to prevent dead spots), internal vibration (depth of insertion, spacing, time, vertical insertion, no movement of concrete by vibration), even layering around openings and embedments, removal of bleed water, and removal of temporary ties and spacers.
- The Post-Placement Inspections and Tests have been completed including:
- Finishing, curing, and formwork and shore removal including specified finish, protection of surfaces from cracking due to rapid drying, proper curing temperature, form removal (field cured cylinder tests or other approved tests), curing compound (ASTM C309), and finish of formed surfaces (patching and repairs).
- Shoring Removal including location, time of removal, and sequence of removal.
- Tests of Hardened Concrete including curing of specimens (ASTM C31), preparation of concrete cores (ASTM C42), capping (ASTM C617), tests for compressive strength (ASTM C42), tests for split tensile strength (ASTM C496), air dry unit weight of lightweight concrete (ASTM C567), flexural strength (ASTM C293, ASTM C78), specific gravity, absorption, and voids (ASTM C642), first crack strength and toughness fiber reinforcing (ASTM C1018), and nondestructive tests.

104.3.3 ***Underground Utilities.*** The Consultant shall ensure that:

- The Contractor is notifying all utilities affected to have their underground utility lines and substructures marked prior to construction.
- The Contractor is delivering and installing materials that match the approved submittals.
- The Contractor has notified the City five days in advance of construction that he has reviewed the locations and potholed all existing underground utilities that may have a conflict with any portion of the work.
- The Contractor is in compliance with OSHA Construction Standards and the Contract Documents for trench safety and excavations. Consultant shall perform a daily review of any open trenching for compliance. The Consultant shall be thoroughly knowledgeable with OSHA Construction Standards 29 CFR Part 1926 Subpart P Excavations and the City's Safety Policy/Procedure for Excavations, and immediately notify the Contractor and City Representative of any safety concerns.

104.3.4 ***On-Site Construction.*** In addition to the code inspections being conducted by Building and Safety, Special Inspectors, and the City's traffic equipment field personnel for site electrical and streetlights, the Consultant shall ensure that the constructions is compliant with the Contract Documents, including:

- Site Work including survey, rough grading, parking lot, lighting, walkways, landscape, irrigation, utilities, ADA accessibility, and site specialties.
- Building Work including structural, mechanical, plumbing, electrical, fire sprinklers, communication systems, alarm systems, architectural finishes, ADA accessibility, and specialties.
- At a minimum, verify and measure the following items, if specified:
- Exterior concrete flatwork is at least ¼ inch below finished floor slab elevation.
- Metal gauges of flashings, roofing, doors and frames.
- Exterior metal surfaces are galvanized including hollow metal doors and frames.
- Sheet metal backing is provided on sidewalls of exterior doorways.
- Exterior door hardware is stainless steel.
- Paint thicknesses and minimum number of coats.
- Wood door tops and bottoms are painted.
- Powder-coated painted surfaces are powder-coated.
- Sidewalks not more than 5% and handicap parking spaces not more than 2% slopes.
- Wheelchair space concrete slab area next to the end of benches is provided.
- Five foot diameter clear space in every room for wheelchair turnaround.
- Thresholds and storefront window sills are set in mastic.
- That the roofing manufacturer's representative is present during installation and approves the installation.
- Ceramic tile joints align with structural joints, with sealant and backer rod.
- Six foot minimum clearance from top of totlot equipment to fabric shade.
- Concrete slabs slope to drains. Slabs recessed for floor finishes.

- THW cu wire is used for all exterior electrical.
- Exterior light poles have oversized handholes per city standards.
- Electrical clearances around installed gear meet code.
- Electrical circuit, panel, and equipment labeling meets city standards.

104.4 TIME AND BUDGET

104.4.1 Contractor Payments. The Consultant shall:

- Review all applications for payment to ensure that all invoices reflect actual work completed in accordance with the Contract Documents.
- Verify that all submittals required from the Contractor with each Application for Payment are attached. Request any items from the Contractor that are required but have not been provided and hold application until all required items are provided.
- In regard to each payment application, issue a recommendation (approval or denial) to the City Representative as to why. The City Representative will then have the responsible charge of either forwarding the application for payment or rejecting it accordingly.
- Complete the City's standard pay request form and maintain a pay request funding source tally if requested by the City Representative.
- Provide the written notice required by NRS 338.525 to the Contractor within 20 days for each payment that is less than the amount claimed by the Contractor, and deliver the notice to the Contractor in accordance with NRS 338.455.

104.4.2 Prevailing Wage Records. The Consultant shall:

- Review the Contractor's monthly prevailing wage records for completeness and accuracy.
- Notify the City Representative of any reported or discovered prevailing wage violations.
- Forward all reviewed prevailing wage records to the City for archiving.

104.4.3 Quantities. The Consultant shall monitor bid quantities for construction overruns and notify the City Representative if quantities are exceeding the bid amount.

104.4.4 Change Orders. The Consultant shall:

- Create a Change Order Request (COR) log in MasterWorks ; receive and log all Contractor submitted CORs.
- Review all CORs and forward them to the City Representative and designer. The Consultant shall generate a summary of the events/circumstances surrounding the COR that includes the Consultant's recommendation regarding each matter.
- Assist in the negotiations of Change Order pricing.
- Draft rejections of CORs as deemed appropriate and forward them to the City Representative for review and approval.
- Prepare the application form and present change orders before the City Change Order Committee for approval.
- Coordinate and seek the signatures for approval from the City Representative, designer and Contractor for all approved change orders.
- In the event a change is required but pricing is unable to be mutually agreed upon, the Consultant shall draft a Construction Change Directive to the Contractor and forward copies to the City Representative and designer for review and approval.
- Track Construction Change Directive (force account) work in sufficient detail to properly evaluate the work effort for payment.

104.4.5 Schedule Submittals. The Consultant shall:

- Monthly. Review the Contractor's monthly submitted updated schedules during the course of construction for slippage's, logic revisions, changes from previous schedules, incorporation of changed conditions, reasonableness, resource loading, and compliance with the Contract Documents.
- Revised. Ensure that the Contractor submits revised schedules more frequently than monthly whenever conditions warrant or the Contract Documents require.
- Recovery. When required by the Contract Documents or requested by the City Representative, require a recovery schedule from the Contractor that is acceptable to the City. Review, monitor, and advise the City on the revised schedule and the course of the recovery.

104.4.6 Schedule Reporting. The Consultant shall:

- Report all schedule changes to the City within ten working days.
- Generate a response to the Contractor, which either approves or rejects each Contractor's monthly progress schedule submittal.
- Provide a monthly written analysis report of the Contractor's monthly update schedule to the City Representative for review and approval.

105 CONSTRUCTION MANAGEMENT AS AGENT - CLOSEOUT PROCEDURES

105.1 DOCUMENT CONTROL

105.1.1 General. Provide a complete record of Project documentation to the City Representative for Project closeout.

105.1.2 Equipment Verification. The Consultant shall:

- Ensure that all equipment is demonstrated by the Contractor (to the City) to be operational in accordance with the Contract Documents.
- Ensure that all related equipment manuals and warranties are accounted for and delivered to the City Representative.
- Verify that all spare parts and materials are provided and accounted for in accordance with the Contract Doument requirements.

105.1.3

105.1.4 ***As-Builts.*** The Consultant shall:

- Review the Contractor's as-built drawings and specifications for accuracy and completeness.
- Verify that the Contractor has provided accurate monument pre-tie sheet and post-tie sheet information acceptable to the City Surveyor and include in the as-built set of documents.
- Delivery the coordinated set of as-builts to the City Representative.

105.1.5 ***Final Report and Delivery of Project Documentation.*** The Consultant shall:

- Prepare a final Project summary report.
- Complete the City's Contractor evaluation form.
- Deliver all electronic and MasterWorks files on computer disk (DVD) and hard copy. See Exhibit "B".
- Place and label Project files in standard stackable cardboard file storage boxes 12x15x10 with lids.
- Deliver to the City Representative the complete Project record within 30 days of final payment to the Contractor.
- Maintain copies of Project files for three years.

105.2 PROJECT CONTROL AND INSPECTION

105.2.1 Punchlists and Substantial Completion. The Consultant shall:

105.2.2 Upon receiving a Notice of Substantial Completion request from the Contractor, the Consultant shall coordinate and participate in the walk through with the City Representative, designer, and Contractor.

105.2.3 For projects with permits issued by Building and Safety, collect from the Contractor and forward the Certificate of Occupancy to the City Representative and file a copy in the Project records. The Certificate of Occupancy is a minimum prerequisite to requesting the Substantial Completion walk through.

105.2.4 Develop in MasterWorks a punchlist generated from the walk through and forward it to the City Representative and designer for review and approval prior to forwarding to the Contractor.

105.2.5 Upon a finding by the City Representative that the Project is Substantially Complete, the Consultant shall prepare in MasterWorks and issue a Certificate of Substantial Completion for signature by the City Representative and designer. Forward fully signed copies to the City Representative and designer for record.

105.2.6 Observe and verify that all punchlist items are completed in accordance with the Contract Documents.

105.2.7 Upon proper completion of the punchlist items, the Consultant shall ensure that the City Representative is properly and promptly notified to allow for Contractor payment.

105.2.8 If requested by the City Representative, assist the facility occupants in coordinating their move in, re-keying, utility services and building system maintenance and security contracts.

105.3 TIME AND BUDGET

105.4 ***Claims.*** The Consultant shall evaluate outstanding claims by the Contractor and others and make recommendations concerning each to the City, and work with the City to resolve each.

105.5 ***Permits.*** The Consultant shall verify that all permits issued have been completed, signed off by all parties, and filed with the issuing agency; assist the City and Contractor in closing open permits as needed. This includes, but is not limited to, City of Las Vegas, Clark County, Clark County Department of Air Quality and Environmental Management, Southern Nevada Health District, Nevada Division of Protection, Nevada Department of Transportation, and Federal NEPA permits.

105.6 ***Final Quantities.*** The Consultant shall determine the final quantities for unit price items and forward a summary to the City Representative for review and record.

105.7 ***Withholding.*** The Consultant shall determine the proper amounts to withhold for improper, defective, incomplete, and other punch list work and notify the Contractor in accordance with NRS 338.525 and 338.455. Immediately notify the City Representative when withheld work is satisfactorily completed so payment can be made within 30 days as required by NRS 338.525.

105.8 ***Liquidated Damages.*** The Consultant shall determine the amount to subtract from the Contract Amount for Liquidated Damages due to late Project completion and other items contained in the Contract Documents and advise the City Representative, including the following as applicable:

105.8.1 ***On-Site Work:***

- Section 01700, Work Required Complete Prior to Substantial Completion
- Section 01700, Punchlist Completion

105.8.2 ***Final Payment.*** The Consultant shall:

- Collect the required affidavits and related documents required to accompany the final payment and forward them to the City Representative including for all projects:
- Certificate of Substantial Completion
- Consent of Surety to Final Payment

- Consent of Surety and Increase of Penalty
- Affidavit of Payment of Debt and Claims
- And for particular projects as applicable:
- Review the Final Payment request for the proper accounting of all change orders, modifications, final quantity reconciliation, permanent withholding, liquidated damages, and other adjustments made to the Contract Sum over the course of the Project.
- Obtain the Final Payment approval from the City Representative.

106 MATERIAL TESTING SERVICES

106.1 GENERAL

- All terms and conditions contained in the Construction Management as Agent Services section of this Contract also apply to the Material Testing Services and personnel.
- Upon discovery the Consultant material testing personnel shall immediately reject unacceptable materials during delivery or installation, and so notify the Contractor verbally and in writing within 24 hours, without prior consultation with the City Representative. Notify the City Representative as soon as practical and enter in the Daily Report.

106.2 DOCUMENTATION

- The Consultant's field testing personnel shall notify the City Representative when establishing the time of arrival and departure from the site, or the Consultant's Construction Coordinator if the City Representative is not on site.
- The Consultant shall prepare Daily Reports noting the following minimum information over the course of the Project:
- Time beginning inspection and testing
- Time ending inspection and testing
- Total man-hours for each pay rate spent for each day
- Tests or inspections performed and document the station, offset and nearest cross street location
- Rejected materials, failed tests or inspections, re-inspections conducted, uncorrected work
- The Consultant shall immediately report to the City Representative verbally and in writing any:
- Testing or inspection that fails specifications or requirements.
- Missed testing or inspections.
- Testing where there is a reasonable doubt that the future test results may not meet the specifications.
- Construction that proceeds without the required testing or inspection.
- Construction that proceeds after uncorrected failed test results or doubtful future results.
- Construction that is not in compliance with the Contract Documents.
- Structural failure or collapse.
- Disciplinary actions taken by regulatory authorities against the Consultant or Contractor.

106.3 SAMPLING AND TESTING CRITERIA

106.3.1 FIELD TESTING

- The Consultant shall provide field testing for non-destructive pipe wall thickness testing for the filter gallery piping required by the Contract Documents.
- The Consultant shall review and maintain field-testing data and reports for contract compliance.

106.3.2 LABORATORY TESTING

- The Consultant shall maintain all source testing data and reports, including retesting of failed tests.

106.3.3 LABORATORY TEST RESULTS

- ***Soil Tests***
  - The Consultant will not be performing or providing soils testing. The consultant will monitor, record and report Contractor testing required by the Contract Documents.
- ***Concrete Tests***
  - The Consultant will not be performing or providing concrete testing. The consultant will monitor, record and report Contractor testing required by the Contract Documents.
- ***Asphaltic Concrete Tests***
  - The Consultant will not be performing or providing Asphaltic testing. The consultant will monitor, record and report Contractor testing required by the Contract Documents.

106.3.4 Testing Requirements. The following requirements for quality assurance material testing and control can be downloaded at https://lasvegasnevada.gov/Government/Departments/Public-Works/City-Engineering and are considered the basis for materials testing fees for this contract. Actual testing frequencies may vary based on direction from the City's representative.

106.4 CLOSE-OUT

- The Consultant shall, at no additional cost, properly retain samples for a period of one year after completion of the Project, and a longer period if so instructed by the City in which case reasonable storage charges will be negotiated prior to the time extension, or the samples delivered to the City if charges cannot be negotiated.

END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200 SUBMITTALS

200.1 GENERAL

200.2 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall provide the following minimum submittals and deliverables for the Project, delivered to the City unless noted otherwise, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service. Reference the entire Contract and other Exhibits for additional Consultant submittals, and documents to be forwarded from the Contractor.

200.3 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

200.4 PRE-CONSTRUCTION

- The Consultant shall provide the following:
- Resumes for each staff person assigned to the Project for City approval.
- Consultant's policy and procedure manual for construction management for City approval.
- Project participant contact list including names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers.
- The Consultant's list of recommended pre-construction conference meetings to the City for approval (concrete pours, roofing, etc.).
- List of deferred submittals.

200.5 CONSTRUCTION PHASE – MONTHLY INVOICES

200.5.1 **Consultant's Invoice.** Together with the Consultant's monthly invoice for services, provide copies of the following documents for the period covered by the invoice:

- A narrative report of the monthly activities and progress.
- Consultant's photographs of construction activities.
- Consultant's current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project, P6 or approved equal electronic file format.

200.5.2 ***Contractor's Payment Request.*** Together with forwarding the Contractor's monthly payment request, provide copies of the following documents for the period covered:

- Prevailing wage records.
- Contractor's photographs of construction activities.
- Contractor's current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project, P6 or approved equal electronic file format.
- Consultant's monthly written analysis report of the Contractor's monthly update schedule.

200.6 CLOSE-OUT PHASE – FINAL PAYMENT

200.6.1 ***Consultant's Invoice.*** Together with the Consultant's invoice for final payment, or upon termination of this Contract for any reason, provide:

- *Report.* A final Project summary report.
- *Daily Reports.* The Consultant's Daily Reports, with original signature of the Consultant.
- *Photographs.* The Consultant's daily photographs, labeled and dated.
- *As-Builts.* The coordinated as-built set of drawings and specifications that contains both the Contractor's and Consultant's markups over the course of the Project, including monument tie information.

- Electronic Files. Provide a complete and organized record of the Project documentation on labeled DVDs including but not limited to: final as-built drawings, MasterWorks software generated reports and documents, emails, certified payrolls, payment requests, submittals, shop drawings, test results, delivery tickets, warranties, operating instructions, and close-out manuals.
- Provide electronic files in the original software format (MS Word, Excel, etc.).
- Provide pdf or tif electronic files of all fully executed signature documents.
- Provide electronic copies of all Paper Files referenced in the following paragraph.
- Paper Files. All original documents relating to the Project produced during the term of this Contract, organized and labeled in standard stackable cardboard file storage boxes 12x15x10 with lids.
- *Evaluation Form.* The completed City's Contractor evaluation form.

200.6.2 Contractor's Final Payment Request. Together with forwarding the Contractor's final payment request, provide copies of the following documents:

- Certificate of Substantial Completion
- Consent of Surety to Final Payment
- Consent of Surety and Increase of Penalty
- Affidavit of Payment of Debt and Claims
- And for particular projects as applicable:
- Building and Safety: Final Grading Report, Pad Certification, Finish Floor Elevation Certificate, and Drainage Compliance Report.
- Offsite Inspection: R-Value Verification Report, Select Backfill Letter, and Final Grading Report.
- State Engineer Dam Safety Permission to Impound submittal package.

END OF EXHIBIT "B"

EXHIBIT C
PERFORMANCE SCHEDULE

300 SCHEDULE

301 GENERAL

301.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant's work begins upon written notice to proceed from the City. The Consultant's site mobilization shall be performed upon written notification by the City. Services shall be performed by the Consultant in an expeditious manner so as to not delay the progress of the Project, and in accordance with the time requirements described elsewhere in this Contract.

301.2 The Scope of Service and compensation set forth in this Contract are based upon the Consultant and the City each performing its responsibilities in a timely manner.

302 LATE AND EARLY COMPLETION

302.1 The anticipated construction start date of the Project is _5/2021_ with an anticipated construction term of _26 months_ for the Contractor to achieve Substantial Completion of the Project.

302.2 If the Project is suspended or terminated, or the anticipated construction schedule is reduced, the Consultant shall be paid for the services provided to the date of suspension or termination or the services provided within the reduced schedule in accordance with this Contract.

302.3 If the anticipated construction schedule is exceeded, the Consultant's compensation may continue to be paid from the Total Not-to-Exceed Cost for Basic Services in Exhibit "D" (Fee Breakdown) until this amount has been expended, and if authorized by the City Representative, additionally may be paid from the Total Not-to-Exceed Cost of the Additional Services Allowance in Exhibit "D" in accordance with the rates in Exhibit "E" (Additional Compensation).

302.4 The City reserves the right to adjust the Consultant services to be provided over the course of the Project, which may include the elimination of the Consultant's role in the Project at any time and for any reason.

END OF EXHIBIT "C"

EXHIBIT D
FEE BREAKDOWN

400 BREAKDOWN

401 TOTAL COMPENSATION

401.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed $1,489,830.00. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

402 BASIC SERVICES PAYMENT BASED ON HOURLY RATES AND ADDITIONAL SERVICES RATES WITH A TOTAL NOT-TO-EXCEED COST

402.1.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a multiplier of 2.85, plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services (Exhibit "A"). The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

CONSTRUCTION MANAGEMENT AS AGENT BASIC SERVICES		REMARKS
TOTAL NOT-TO-EXCEED COST	$1,339,830.00	

402.1.2 The following Basic Services Worksheet Exhibit D-1 table(s) shows the estimated hours and the dollar cost of those hours to be expended by the Consultant by various personnel and the monthly cost of authorized services and facilities based on the rates established in Exhibit "E". Although this table represents the basis for how the Total Not-to-Exceed Cost for Basic Services was established, it is not a part of this Contract and not to be used as the basis for payment. The personnel, hours, facilities, assets, and other services provided will be adjusted over the course of the Project at the direction of the City Representative, with the Consultant earning payment for only those hours and services performed and facilities provided in accordance with this Contract. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Contract to the extent they are applicable, or otherwise negotiated prior to performance.

The City Representative shall have the authority to make such work scope adjustments to the services contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance, (2) the Total Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

402.1.3 An increase to the Total Not-to-Exceed Cost for Basic Services may only be authorized by written amendment to this Contract.

Exhibit D-1
Basic Services Worksheet

403 ADDITIONAL SERVICES ALLOWANCE

403.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City shall pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization from the City or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

403.2 Additional Services are services provided in the interests of the Project that are not set forth in Exhibit "A" (Scope of Services) as Basic Services, or services that are required after the Total Not-To-Exceed Cost for Basic Services has been expended.

403.3 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 Multiplier established in Exhibit D, Section 400.2 and the Consultant Hourly Rates established in Exhibit "E" (Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract 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 this Contract.

403.4 Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Additional Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Contract to allow them as Reimbursable Expenses.

403.5 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Contract.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$150,000.00	For Additional Services required by an unexpected event or condition, a need to increase management oversight, a construction schedule extension, Consultant overtime costs, additional subconsultants, and other project management activities.

END OF EXHIBIT "D"

EXHIBIT E
COMPENSATION

500 CONSULTANT HOURLY RATES

500.1 The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.03 and Exhibit E, and profit. This includes, but is not limited to, 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 personnel maintaining facilities, equipment and computers.

501 ADDITIONAL SERVICES RATES

501.1 The cost of the following services and facilities have been negotiated as of the date of this Contract.

CLASSIFICATION (see Exhibit "F" Key Personnel for personnel names)	**MAXIMUM HOURLY RATE**
Responsible In-Charge Person	$90
Contractor Project Controls	$85
Consultant Representative	$80
Construction Coordinator	$80
Construction Inspector	$65
Document Administrator	$50
Senior QC Reviewer	$95

501.2 These Additional Services Rates are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit.

501.3 For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of one (1.0) times the amounts billed to the Consultant for such services. The Consultant may bill for their expenses in managing the Additional Service of sub-consultants, the amount of which is already included in the above Additional Service Rates or, if not listed in the above Additional Service Rates, shall be approved by the City in writing prior to the Consultant or sub-consultant providing the services.

501.4 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 include, 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.

502 REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Contract.

502.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of one (1.0) times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

502.3 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Contract, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Contract.

502.4 If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense 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 Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses.

502.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, and Additional Services Rates shown in this Contract, and may otherwise only be authorized as reimbursable expenses by written amendment to this Contract. Expenses incurred prior to written authorization shall not be considered for reimbursement.

502.6 Should travel and per diem expenses be so authorized by the City:

502.6.1 Expenses shall be based on actual costs submitted for reimbursement with valid original receipts. If a receipt is not normally provided for the expense, a certification signed by the traveler shall be submitted. Submitted receipts for travel and per diem reimbursement shall name each traveler covered.

502.6.2 Rates for lodging and individual meals shall not exceed the published U.S. General Services Administration rates at Clark County, Nevada, including the 75% limitation on the day of departure and return.

502.6.3 Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.

502.6.4 Examples of expenses that will not be reimbursed include alcoholic beverages, entertainment, laundry, dry cleaning and pressing, parking fines, gratuities and tips excepting for taxicab and meals a 15% tip if shown on the receipt, costs related to making reservations or other accommodations for travel, phone calls, computer or Internet access costs, car rentals larger than mid-size and car rental insurance, air travel other than the lowest coach fair available and travel insurance, premature departure and extended stays for personal reasons, and indirect route for personal preference.

END OF EXHIBIT "E"

EXHIBIT F
KEY PERSONNEL LIST

600 CITY PERSONNEL

600.1 CITY REPRESENTATIVE: John Bettencourt

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Mark Dunbar

601 CONSULTANT'S PROJECT STAFF

601.1 The following personnel will be assigned by to work on the Project. Any changes or additions require City approval.

601.1.a **CONSULTANT REPRESENTATIVE (who may also be one of the following staff): Martin Murray**

601.1.b **CONSULTANT REPRESENTATIVE'S SUPERVISOR: Kyle Foss**

601.1.c **CONSTRUCTION COORDINATOR: To be determined (TBD)**

601.1.d **CONSTRUCTION INSPECTOR: To be determined (TBD)**

601.1.e **RESPONSIBLE IN CHARGE PERSON***: Kyle Foss
*Mandatory under NRS 338 Construction Manager as Agent, who may also be one of the above staff

List name of individual Architect, individual Engineer, or Contractor company name as licensed:

Engineer license number: 021695

END OF EXHIBIT "F"

EXHIBIT G EXAMPLE INVOICE

Project Name:
Project Number
Invoice Number
Invoice Date:

Consultant:
Consultant Rep:
Consultant Phone:
CLV Project Manager:
CLV Program Manager:

Task	Description	Amount of Task	Amount Billed this Period	Amount Previoisly Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Perc Fun Remai
105.1.3	100% Final (Mylar) Submittal				$0.00	$0.00			
0	0				$0.00	$0.00			
106	**BID PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
106.1	Pre-Bid Conference				$0.00	$0.00			
106.2	Bid Requests and Responses				$0.00	$0.00			
106.3	Bid Opening				$0.00	$0.00			
106.4	0				$0.00	$0.00			
107	**CONSTRUCTION PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
107.1	Pre-Construction Meeting				$0.00	$0.00			
107.2	Submittal Review				$0.00	$0.00			
107.3	Construction Support Services				$0.00	$0.00			
107.4	0				$0.00	$0.00			
108	**POST CONSTRUCTION PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
108.1	Record Drawings				$0.00	$0.00			
108.2	0				$0.00	$0.00			
108.3	0				$0.00	$0.00			
108.4	0				$0.00	$0.00			
108.5	0				$0.00	$0.00			
	Not-to-Exceed Total Basic Services Fee	**$0.00**	**$0.00**						

	Additional Services Allowance:								
ASR#	**Total Additional Services Authorized**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
1	0					$0.00			
2	0					$0.00			
3	0					$0.00			
4	0					$0.00			
5	0					$0.00			
6	0					$0.00			
7	0					$0.00			
8	0					$0.00			
9	0					$0.00			
10	0					$0.00			
	Total Billed This Invoice:		**$0.00**						

	Total Billed to date	Total Remaining	Perc Rema
Total Base Services Due this Invoice: $0.00			
Basic Services:	**0.00**	**$0.00**	
Total Additional Services Billed to Date $0.00			
Authorized Additional Services:	**0.00**	**$0.00**	
TOTAL AMOUNT OF INVOICE $0.00			
Additional Services Remaining:		**$0.00**	

CONTRACT NO.:

Project Name:
Project Number:
Consultant
Invoice Number:
Invoice Date:

DIRECT LABOR COSTS

NAME	TITLE	HOURS	RATE	TOTAL
				$0.00
				$0.00
				$0.00

EXHIBIT H
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 with the City of Las Vegas.

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts 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.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion 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.

4. Incorporation

An updated and notarized Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, 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, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	
Name: Jacobs Engineering Group Inc.	
Address: 1999 Bryan Street, Suite 1200	**City / ST / Zip:** Dallas, TX 75201
Telephone: (214) 638-0145	**EIN or DUNS:** 95-4081636
Block 2: Description / Subject Matter of Contract	
Services for: CLV – Contract No. 210252-DD, Construction Manager as Agent Contract for WPCF Filtration Building Rehabilitation	**Project Number:** _____

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	SEE ATTACHED		
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 Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: N/A

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: List of Active Officers and Directors

Date of Attached Document: 6/17/21 Number of Pages: 4

Contracting Party Certification ***(Notarized signature required in event of contract award per section 4, "Incorporation")***

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.

CAROLYN M. BOWENS
Notary Public, State of Nevada
Appointment No. 10-1201-1
My Appt. Expires Dec 17, 2021

Signature

6-18-2021
Date

Subscribed and sworn to before me this 18th day of June, 2021

Notary Signature

Rev 06.2018

List of Active Officers and Directors

Appointments

Board Directors

Name	Position	Appointed
Brooks, Vincent K.	Director	08/14/2020
Demetriou, Steven J	Chairman of the Board	07/28/2016
Eberhart, Ralph E.	Director	09/27/2012
Jr., R. C. Davidson	Director	02/13/2001
Kiser, Georgette D.	Director	05/29/2019
Levinson, Linda Fayne	Director	02/13/1996
Loughran, Barbara	Director	05/29/2019
McNamara, Robert	Director	01/19/2017
Robertson, Peter J.	Director	07/30/2009
Thompson, Chris M.T.	Director	11/15/2012

Jacobs

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Arnette, Stephen A.	SVP & GM, ATN Advanced Engineering, Research & Operations	01/18/2018
Bello, Marius (Mark) F.	Senior Vice President, Designated Project Executive	01/16/2020
Berryman, Kevin Christopher	Chief Financial Officer	11/14/2019
Bloom, Katie	Designated person responsible for practice of Environmental	01/18/2018
Bruning, Michael	Manager, California Engineering Operations	01/18/2018
Bunderson, Michael	Vice President, Tax	05/29/2018
Bussell, Scott	Vice President	01/17/2019
Byers, Timothy	Sr Vice President & GM, Federal & Env Solutions	05/05/2020
Carlin, Michael James	Treasurer and Enterprise Risk	01/17/2019
Caruso, Joanne E.	Chief Administrative Officer	01/18/2018
Crawford, Bruce	Senior Vice President, Strategic Development	11/19/2020
Delisle, Tina	Senior Manager Payrol	02/01/2021
Demetriou, Steven J	President	08/17/2015
Doros, Jonathan	Vice President, Investor Relations	01/17/2019
Earsom, Deryl	Assistant Secretary	11/19/2020
Walstrom, Jan	Senior Vice President & General Manager, Global Environmental	05/05/2020
Gilmartin, Kenneth	Senior Vice President & General Manager, Advanced Facilities	11/14/2019
Gustafson, Shelette M.	Chief Human Resources Officer	01/17/2019
Hannigan, Marietta C.	Chief Strategy & Communications Officer	11/07/2018
Hansen, T**aggart**	Sr. Vice President, Deputy General Counsel & Internal Audit	05/05/2020
Hendon, Brian Lee	Designated person responsible for practice of Architecture i	01/18/2018
Herlitzka, Scott	Vice President	05/16/2016
Hicks, Rich	Manager, Ohio Engineering Operations	05/09/2018
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Jacobs

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Hsu, Mike	Senior Director Tax	09/04/2019
Johnson, Justin	Assistant Secretary	07/09/2020
Jones, Keith B.	Manager, Ohio Land Surveying Operations	05/09/2018
Laity, Michael	Senior Director Tax	02/21/2020
Lamb, Matt	Vice President, Florida Engineering Operations	09/24/2018
Lopez-Dubois, Miguel	Manager, California Engineering Operations	01/18/2018
Maloney, Kevin	Manager, California Engineering Operations	01/18/2018
Meinhart, Thomas	Vice President - Authorized Signer	11/14/2019
Miller, Shannon	SVP, Enterprise Risk Management & HR Talent Management	11/19/2020
Montellano, Victorino	Manager, California Engineering Operations	01/18/2018
Morris, Gary	Vice President	11/14/2019
Morrison, Hugh Donald	Senior Vice President & General Manager, B&I Europe	01/18/2018
Nein, Brett	Vice President, Florida Landscape Architecture Operations	06/01/2018
O'Connor, Kelly	Senior Vice President, Strategy & Project Delivery, BIAF	05/02/2019
Ostervold, Lars	Managing Agent of Oklahoma Engineering Ops	03/15/2021
Owens, John G.	Designated Person Responsible Electrical Engineering in AK	02/27/2020
Parent, Mark J.	Designated Person Responsible Electrical Engineering in AK	02/27/2020
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Refinski, Elizabeth A.	Assistant Secretary	03/26/2009
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Scarlat, Cristian	Manager, California Engineering Operations	01/18/2018
Scher, Brian	Assistant Secretary	03/29/2009
Sever, Jeffrey David	Designated person responsible for practice of Mechanical Eng	06/28/2018
Shelton, Brian R.	Senior Vice President, Finance ATN	01/17/2019
Strauss, Scott	Vice President-Authorized Signer	04/01/2019

Jacobs

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Tyler, Michael R.	Chief Compliance Officer	01/17/2019
Uchil, Vinay	Vice President, Florida Engineering Operations	09/24/2018
Vadlamudi, Koti	Senior Vice President & GM, Advanced Facilities, PPS	11/14/2019
Wallace, Ronald	Senior Vice President, Operations Support	09/02/2020
Walter, Eric	Senior Vice President Finance and Strategy	03/13/2017
Warnock, William Kirkpatrick	Manager, California Engineering Operations	01/18/2018
Watson, Katus	Vice President, Florida Engineering Operations	09/24/2018
Wiemelt, Karen	Senior Vice President & General Manager, North America Nucle	01/18/2018
Williams, Ronald R.	Senior Vice President, PPS, Americas (West)	11/14/2019
Willis, Aaron	Manager, California Land Surveying Operations	01/18/2018
Wishart-Smith, Heather	SVP, Innovation & Jacobs Connected Enterprise, BIAF	05/02/2019
Wood, Mark	Manager, California Engineering Operations	01/18/2018
Young, Scott. E.	Managing Agent of Oklahoma Engineering Ops	03/15/2021

EXHIBIT H
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 with the City of Las Vegas.

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts 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.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion 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.

4. Incorporation

An updated and notarized Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, 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, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	
Name: Jacobs Engineering Group Inc.	
Address: 1999 Bryan Street, Suite 1200	**City / ST / Zip:** Dallas, TX 75201
Telephone: (214) 638-0145	**EIN or DUNS:** 95-4081636
Block 2: Description / Subject Matter of Contract	
Services for: CLV – Contract No. 210252-DD, Construction Manager as Agent Contract for WPCF Filtration Building Rehabilitation	**Project Number:** _____

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	SEE ATTACHED		
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 Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: N/A

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: List of Active Officers and Directors

Date of Attached Document: 6/17/21 Number of Pages: 4

Contracting Party Certification ***(Notarized signature required in event of contract award per section 4, "Incorporation")***

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.

CAROLYN M. BOWENS
Notary Public, State of Nevada
Appointment No. 10-1201-1
My Appt. Expires Dec 17, 2021

Signature

6-18-2021
Date

Subscribed and sworn to before me this 18th day of June, 2021

Notary Signature

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Jacobs Engineering Group Inc. via Blueprint platform
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AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
19

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Venetta Appleyard

SUBJECT:
For possible action to approve award of Contract No. 210268-HM, Prime Design Services Contract for Centennial Parkway Channel West - Farm Road, Oso Blanca Road to Tee Pee Lane - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP, INC. ($794,331.02 - Road and Flood Capital Projects Fund) - Ward 6 (Fiore)

FISCAL IMPACT:
Budget Funds Available
Amount: $794,331.02
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract provides professional engineering services for improvements of flood control facilities including pipes, channels, grading, channel structures, channel access, and other appurtenances necessary to control floodwaters. This project will also provide roadway and traffic improvements, including sidewalk ramp evaluation, median replacement/modification, striping, sign inventory, signal underground infrastructure, and streetlight luminaire replacement. Award of this project is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2020 Statement of Qualification process. This requirement is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Jacobs Engineering Group, Inc. has an office located in Henderson, Nevada.

RECOMMENDATION:
Approve as recommended, with signature authority granted to the Purchasing and Contracts Manager per R-20-2017.

BACKUP DOCUMENTATION:
1. Contract No. 210268-HM
2. Certificate - Disclosure of Ownership and Principals

PRIME DESIGN SERVICES CONTRACT
FOR
CENTENNIAL PARKWAY CHANNEL WEST–FARM ROAD, OSO BLANCA TO TEE PEE

THIS CONTRACT is made and entered into this _____ day of _____, 2021, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 495 S. Main Street, Las Vegas Nevada 89101, and **Jacobs Engineering Group, Inc.,** (the "Consultant"), **a Corporation**, whose address is **1301 N. Green Valley Parkway, Suite 200, Henderson, Nevada 89074**.

PROJECT DESCRIPTION: The Scope of Services to be provided under the terms of this Agreement addresses the design and preparation of Contract Drawings, Special Provisions, Construction Cost Estimate, and reports for the design of the Centennial Parkway Channel West – Farm Road – Oso Blanca to Tee Pee Storm Drain Project. The project features approximately 3,500 feet of CCRFCD master plan storm drain facility (estimated to be 8'x7' RCB) identified as CNFR0000 along Farm Road between Oso Blanca Road and Tee Pee Lane with associated laterals and collection facilities. The project will convey flow into the existing 8'x6 RCB at Oso Blanca and include a stub along the west side of the Tee Pee intersection for the remainder of the CNFR0000 facility that will eventually extend to Hualapai Way.

W I T N E S S E T H:

WHEREAS, the City intends to construct the Centennial Parkway Channel West-Farm Road, Oso Blanca to Tee Pee (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 the Consultant to control and have 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 knowledge, skills and experience to perform the services hereinafter set forth within the time required under this Contract;

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:

1.0 CONSULTANT RESPONSIBILITIES

1.1 ***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 Contract and, if so requested, the additional services set forth in the Compensation, Exhibit "E" attached hereto and incorporated herein as a part of this Contract and to provide the submittals described in the Required Submittals Exhibit "B," attached hereto.

1.2 ***Performance Standards.*** In performing the services set forth in this Contract, 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 Contract.

1.3 ***Document Review.*** The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for conformance with quality control requirements, project standards and applicable federal, state and local laws and other regulations. Consultant shall also review each document for violations or infringements upon any patent rights.

1.4 ***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 Contract or of any cause of action arising out of the performance of this Contract. 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 Contract.

1.5 ***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 Contract. The services specified by this Contract 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 Contract is objectionable to the City for any reason, the Consultant shall, without any 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 Contract, 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 to 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 Contract for default as provided in Section 10.3 of this Contract.

1.6 ***Correspondence Review.*** The Consultant shall furnish the City Representative draft copies of each correspondence to be sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.7 ***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 Contract 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.

1.8 ***Responsibility for Construction Document Revisions***

1.8.1 ***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.

1.8.2 ***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 estimate prepared by the Consultant. If the bids or proposed price received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of

the services required under this Contract, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.2.

2.0 CITY RESPONSIBILITIES

2.1 ***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 Contract. 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 1.0 through 10.24 of this Contract.

2.2 ***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.

2.3 ***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 Contract. 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 Contract.

2.4 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Contract 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 Contract.

3.0 CHANGES TO CONSULTANT'S SERVICES

3.1 ***Requested Changes.*** The City may at any time, by written order of the City Representative, make a change in the services to be performed by the Consultant under this Contract.

3.2 ***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 Contract, 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 Contract 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 10.20.2 and 10.20.3 of this Contract. 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.

4.0 ADDITIONAL SERVICES OF CONSULTANT

4.1 ***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 Contract.

4.2 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any estimated 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 Contract.

5.0 *SUBCONSULTANT CONTRACT*

5.1 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.7, the Consultant enters into an CONTRACT with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant CONTRACT a provision that:

5.1.1 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,

5.1.2 the subconsultant shall have no more rights against the City than that of the Consultant,

5.1.3 the subconsultant agrees to be bound by the terms, conditions and obligation of this Contract unless the City has approved any deviation, change or modification in writing, and

5.1.4 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 Contract.

6.0 TERM OF CONTRACT

6.1 ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.2 or 10.3 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract.

6.2 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Contract 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 Contract or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

7.0 COMPENSATION AND TERMS OF PAYMENT

7.1 ***Compensation: Basic Services***. For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.4. In no event shall the fee exceed the fee identified in the Fee Breakdown, Exhibit "D" and direct salary rates, Exhibit "E," attached hereto, pursuant to invoices submitted in accordance with Section 7.5 of this Contract.

7.2 ***Multiplier. Exhibit D, Section 401.1.*** provides the multiplier established for this contract. The multiplier includes costs associated with, but not limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.4 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.1.

7.3 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant on the basis of Consultant's direct salary, times the multiplier set forth in Exhibit D in accordance with Exhibit E, provided prior written approval for such services is given by the City Representative.

7.4 ***Compensation: Reimbursable Expenses.*** Direct reimbursable expenses incurred by the Consultant for work performed under this Contract eligible for reimbursement include subconsultant or subcontractor services (provided the

Owner has authorized, in writing, said services) and additional line items specified in Exhibit E. The Consultant agrees that all of its authorized reimbursable expenses associated with the performance of this Contract shall be billed at the actual cost incurred by the Consultant without mark-up of any kind.

7.5 ***Payment Invoicing.*** The Consultant shall submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A, Section 101 (Preliminary and General Items and Exhibit D (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 10.20.1 of this Contract.

7.6 ***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 incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, 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 Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, 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. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.20 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

7.7 ***Final Payment***. Upon completion of the services required under this Contract, 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.

8.0 PERFORMANCE SCHEDULE

8.1 ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Contract 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.

9.0 AUDIT: ACCESS TO RECORDS

9.1 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Contract. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Contract 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.

9.2 ***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.

9.3 ***Period of Maintenance.*** The books, records and other documents under Sections 9.1 and 9.2 of this Contract shall be maintained for six (6) years after the date of the final payment for the services under this Contract. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Contract, 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.

9.4 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.1 through 9.3 of this Contract in all its subcontracts directly related to performance of services specified in this Contract which are in excess of $10,000.

10.0 MISCELLANEOUS PROVISIONS

10.1 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Contract 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 work performed and accepted by the City, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Contract 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 actual hourly wages or reimbursable costs directly related to execution of the Contract 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 this Contract to the Consultant and:

10.1.1 the Consultant was not a contributing cause for the suspension,
10.1.2 the Consultant has not received an equitable adjustment under another provision of this Contract, and
10.1.3 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.

10.2 ***Termination for Convenience.*** The City reserves the right to terminate this Contract 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 Contract. 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.

10.3 ***Termination for Cause or Other Resolution.***

10.3.1 ***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 Contract, the Consultant:

10.3.1.1 defaults in the due observance and performance of any term, condition or covenant contained in this Contract,
10.3.1.2 (i) 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, (ii) 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, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or answer seeking

reorganization or an arrangement with creditors or take advantage of any insolvency law, or (v) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

10.3.1.3 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

10.3.1.4 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 Contract, and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

10.3.2 ***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:

10.3.2.1 terminate this Contract, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant any additional cost for completing this Contract. In the event the cost of finishing the Consultant's performance of this Contract exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within thirty (30) days of invoicing by the City,

10.3.2.2 terminate this Contract, 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

10.3.2.3 continue with performance by the Consultant and serve within a reasonable time after completion of the Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.20. In the event that the City elects to implement 10.3.1.2 (i) above, the costs and expenses of completing this Contract 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 City.

10.4 ***Ownership of Documents***

The Consultant agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Consultant and the Consultant's subconsultants in connection with the Project or otherwise pursuant to this Contract (collectively, the "Documents") and all rights therein (including without limitation trademarks, trade names, rights or use and reuse, copyrights and/or all other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or Consultant terminates this Contract for any reason whatsoever). The Consultant hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Consultant hereby assigns to the City all right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that that under this Section 10.4, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

The Consultant further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the City under the terms of a separate written Contract executed by the Consultant and the City. The Consultant shall place a conspicuous notation upon each such Document that indicates that the copyright thereto is owned by the City.

City agrees to waive any and all claims against the Consultant and to defend, indemnify, and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the City's use, reuse, or alteration by any new consultant or other agent of the City, of the Documents. The Consultant shall be entitled to retain a reproducible copy of the Documents furnished to the City; however, the Consultant shall not sell, license, or otherwise market the Documents in any way.

10.4.1 ***Delivery of Documents.***

10.4.1.1 In the event of the completion of this Contract and upon the City's payment in the services rendered by the Consultant, 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.

10.4.1.2 In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, 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 possession of the City. The Consultant may file a claim pursuant to Section 10.20 of this Contract for any disputed payment claims.

10.4.2 ***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 Contract 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 Contract.

10.4.3 ***Contractual Rights.*** Notwithstanding the provisions of 10.4.2 above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. 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.

10.5 ***Insurance***

The Consultant shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

10.5.1 ***Industrial/Workers' Compensation Insurance*** protecting the Consultant and the City from potential Consultant employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Consultant is a sole proprietor, it will be required to submit an affidavit indicating that the Consultant 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. <u>The Consultant's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.</u>

10.5.2 ***Commercial General Liability Insurance*** (bodily injury, property damage) with respect to the Consultant's agents assigned to the activities performed under this Contract in a policy limit of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, for bodily injury, products, completed operations, 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 Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Consultant's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

10.5.3 ***Commercial Automobile Liability Insurance*** of limits no less than One Million Dollars ($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 Consultant and any auto used in the performance of services under this Contract. The policy must insure all vehicles owned by the Consultant and include coverage for hired and non-owned vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Consultant's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

10.5.4 ***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 Contract.

10.5.5 The Consultant must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Consultant shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Consultant shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. 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 City or it's designated certificate tracking service if so requested.

10.5.6 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 Consultant and/or insurance carrier shall provide the City with a 30-day advance notice of a material reduction in policy coverage, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

10.5.7 The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A-VII, A-VIII, A-IX, A-X, or higher. The adequacy of the insurance supplied by the Consultant, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

10.5.8 All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention excluding Professional Liability may exceed fifty thousand ($50,000) without the prior written approval of the City. Professional Liability deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance, and the Professional Liability or self-insured retention shall not exceed fifty thousand ($50,000) without the prior written approval of the City.

10.5.9 **Consultants requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Consultant is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**

10.5.10 If the Consultant fails to carry the required insurance, the City may (i) order the Consultant to stop further performance hereunder, declare the Consultant in breach, pursuant to Section E-5, 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 Consultant or charge the replacement insurance costs back to the Consultant.

10.5.11 Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

10.5.12 The Consultant is encouraged to purchase any additional insurance it deems necessary.

10.5.13 The Consultant is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Consultant, its subcontractors or anyone employed, directed or supervised by the Consultant.

10.5.14 ***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 Contract and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.5 for the duration of this Contract. Claims made insurance (Professional Liability-10.5.4) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

10.6 *Indemnity*

10.6.1 ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright 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") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, 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 or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

10.6.2 ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright 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 "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount proportionate to the liability of the Consultant.

As used in this Section 10.6, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the Contract pertains.

10.7 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Contract 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.

10.8 ***Waiver.*** No consent or waiver, express or implied, by either party to this Contract, 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.

10.9 ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

10.9.1 it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Contract; 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 Contract, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

10.9.2 it holds a license, permit or other special license to perform the services included in this Contract, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

10.9.3 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 Contract, and

10.9.4 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 "H" (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 "H," the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "H" 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 Contract 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 Contract.

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 Contract shall be construed and interpreted in accordance with the laws of the State of Nevada.

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 Contract 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.

10.13 ***Certification – No Israel Boycott.*** By signing this Contract, Company certifies that, at the time of Contract signature, it is not engaged in, and agrees for the duration of the Contract, not to engage in a boycott of the State of Israel.

"Boycott of Israel" means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

10.14 ***Severability.*** In the event that any provisions of this Contract shall be held to be invalid or unenforceable, the remaining provisions of this Contract 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 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.

10.15.1 ***Definition.*** The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others and shall include the terms of this Contract. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

10.15.2 ***Requirements.*** Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Contract by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the expiration or termination of the Agreement, except with respect to Confidential Information that constitutes "trade secrets" under applicable law for which this Section shall survive indefinitely.

10.15.3 ***Nevada Public Records Act.*** Consultant acknowledges that City is a government entity subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statue ("NPRA") and that

certain Confidential Information may be subject to the NPRA. Therefore, notwithstanding anything to the contrary contained in this Agreement or that (i) the City is subject to the requirements and obligations for disclosure of the NPRA; (ii) certain records of the City are subject to inspection and reproduction by the general public, Consultant shall nevertheless continue to treat all Confidential Information confidential pursuant to the terms of this Agreement. Consultant, therefore agrees (i) that any disclosure of Confidential Information by the City pursuant to the NPRA shall not be a violation, waiver, and/or a default whatsoever of this Agreement by the City; and (ii) any disclosure of Confidential Information by the City pursuant to the NPRA is permitted under this Agreement and shall not waive or relieve Consultant's ongoing contractual obligations under this Agreement. For the avoidance of doubt, any Confidential Information disclosed by the City pursuant to the NPRA shall still remain subject to the confidentiality obligations stated in this Agreement. In the event City receives any subpoena, demand, or request under the NPRA or other public records law for any Confidential Information or other data or information received by City from Consultant that was received in connection with any services performed by Consultant, City will immediately notify Consultant of such subpoena, demand or request and reasonably cooperate with any efforts by Consultant to assert any available defenses to disclosure. In no event shall City make disclosure of such information before ten (10) business days have elapsed from the date City notifies Consultant of the subpoena, demand, or request in order to provide Consultant with a reasonable opportunity to seek judicial intervention concerning the potential disclosure of Consultant's Confidential Information and/or trade secret information. If Consultant informs City in writing of Consultant 's intent to seek a court order barring disclosure, City agrees to withhold the requested information, to the extent permitted by the NPRA, pending court resolution of the matter, or interim order by a court. Whenever a requesting party pursues legal action to compel disclosure of Confidential Information or other data or information received by City from Consultant, Consultant will bear responsibility for all costs of defending such legal action.

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 this Contract 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, amendments, and change orders to this Contract 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 1.0 through 10.24 of this Contract 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 or (ii) 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 Contract.

10.19 ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Contract 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 Contract 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***

10.20.1 ***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 3.2 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 mediating that particular claim or dispute pursuant to Section 10.20.3 of this Contract, and the Consultant shall have no

further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20.2 or 10.20.3, the Consultant shall proceed diligently with the performance of this Contract.

10.20.2 ***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 10.20.1 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 mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20.3. 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.

10.20.3 ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.3.2 or Section 10.20.2, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

10.20.4 ***Right of Judicial Action.*** Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of mediation required herein may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

10.21 ***Attorney Fees.*** The City or the Consultant as the prevailing party that brought any litigation or arbitration to enforce the provisions of this Contract shall be entitled to reasonable attorney fees and court costs.

10.22 ***Calendar Day.*** All references in this Contract to days are to calendar days unless otherwise indicated.

10.23 ***Exhibits.*** All exhibits referenced in this Contract are hereby incorporated by this reference as a part of this Contract. Any conflict between the provisions of this Contract and the Exhibits incorporated herein shall be governed by the provisions of this Contract.

10.24 ***Counterparts; Electronic Delivery.*** This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

10.25 ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of August 2020.

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

CITY OF LAS VEGAS

By: _____
Tonya Kemble, Manager, Purchasing & Contracts

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 6/17/21
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

CONSULTANT

By: _____
Ken Gilbreth, P.E., Vice President

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " EXAMPLE INVOICE

EXHIBIT " H " CERTIFICATE OF DISCLOSURE

EXHIBIT A
SCOPE OF SERVICES

100 GENERAL INFORMATION

100.1 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, Construction Cost Estimate, and reports for the design of the Centennial Parkway Channel West – Farm Road – Oso Blanca to Tee Pee Storm Drain Project. The project features approximately 3,500 feet of CCRFCD master plan storm drain facility (estimated to be 8'x7' RCB) identified as CNFR0000 along Farm Road between Oso Blanca Road and Tee Pee Lane. The project will convey flow into the existing 8'x6 RCB at Oso Blanca, and include a stub at Tee Pee for the remainder of the CNFR0000 facility that will eventually extend to Hualapai Way.

The proposed improvements include design of reinforced concrete box culvert and/or large diameter pipe and associated collection facilities. The basic improvements shall consist of flood control facilities including pipes, channels, grading, channel structures, channel access, and other appurtenances as may be necessary to control floodwaters. Additionally, the project will include roadway and traffic improvements, including sidewalk ramp evaluation, median replacement/modification, striping, sign inventory, signal underground infrastructure, and streetlight luminaire replacement.

The project shall also include:

- Hydrologic analysis of the project tributary area using available existing studies for the design of the collection facilities for the mainline. The 2018 CCRFCD MPU model will be used as the base model. Design flows for the mainline CCRFCD facility will be per the 2018 CCRFCD MPU.
- Design for collection of overland runoff and flow with existing storm drain, laterals, and drop inlets.
- Aerial mapping along the corridor with a record of survey.
- Field survey to supplement the aerial mapping.
- Geotechnical investigation.
- Utility coordination.
- Provide design for traffic signal underground infrastructure, including signal pole and luminaire, on the northeast corner of Farm Road and Tee Pee Lane.
- Provide 2-3" conduit crossing at the crossing at Farm Road and Tapestry Park Street for a future RRFB.
- Upgrade non-LED light fixtures to LED.
- Provide funding split cost estimates between CCRFCD funding source and CITY funding sources.
- Section 8 Permit.
- 25 potholes along the corridor, including 2 potholes on the upstream end of the 8'x6' RCB as Oso Blanca Road.
- BLM Coordination to establish right-of-way at the northeast corner of Farm Road and Tee Pee Lane.
- ROW legal descriptions, AEPs, and TCEs will be included in Additional Services.

100.2 Construction Cost Budget

100.2.1 "***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.

***100.2.2 Construction Cost Budget*: To Be Determined**

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 Contract. 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 Contract. All of the services specified by this Contract 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 Contract 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:

- Policy on Geometric Design of Highways and Streets (AASHTO)
- Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
- Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
- Regional Transportation Commission of Southern Nevada Policies and Procedures
- Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
- Manual on Uniform Traffic Control Devices
- Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
- Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
- Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
- Las Vegas Valley Water District (LVVWD) Rules and Regulations
- Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
- Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
- Freeway and Arterial System of Transportation (FAST) standards
- National Association of City Transportation Officials – Urban Bikeway Design Guide & Urban Street Design Guide

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"); Regional Transportation Commission of Southern Nevada ("RTC"), 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 by 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 Contract 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 Contract 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 The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of each drawing, specification section, calculation, map, survey, report, and other project document prepared under this Agreement, in a secure off-site location and to restore these documents upon need and to provide them to the City upon request. This backup obligation shall begin upon notice to proceed and extend continuously until one year after final payment of this Agreement has been made.

100.6.4 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where only two suitable brand names/model numbers are commercially available state "or approved equal". If only one suitable brand name/model number is commercially available provide required documentation per NRS requirements to support single source selection.

100.6.5 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.

100.6.6 The Consultant shall perform Quality Control/Quality Assurance (QC/QA) reviews for all design phase submittals and make all corrections and/or revisions on all reports, drawings, specifications, and any other documents prior to each design phase submittal. All design phase submittals shall include a letter from the Consultant verifying that all QC/QA reviews have been performed by the Consultant and corrections made prior to submitting to the City. Consultant shall furnish a copy of the QC/QA review set of plans and specifications.

100.6.7 The Consultant shall estimate the quantities of materials for the Project using care and skill employed by professionals engaged in similar tasks. The Consultant shall attest to the accuracy of the plan quantities provided by the Consultant for the bid schedule and that such quantities have been checked by two (2) independent calculations and any differences reconciled. Plan sets with approximate quantities broken out per plan sheet shall be furnished to the City upon request. The Consultant shall attend a special quantity review meeting if necessary and as directed by the City.

100.6.8 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.

100.6.9 The Consultant shall ensure that the new design work contains no asbestos containing building materials of any kind without approval of the Engineer.

100.6.10 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.

100.6.11 The professional services to be rendered by the Consultant under this Contract 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. Additionally, projects shall be in conformance with the "Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way", available at: http://www.access-board.gov. In the event the consultant is not able to comply with these standards a "PROWAG design exception memorandum shall be prepared as required in the project submittals.

100.6.12 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 effect 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.

100.6.13 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Special Provisions", incorporated herein by reference, into the Contract Documents prepared for bidding for the Project covered by this Contract. 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 Contract.

100.6.14 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 Contract or of any cause of action arising out of the performance of this Contract. The Consultant shall remain liable in accordance with the terms of this Contract and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Contract.

100.6.15 CMAR Coordination. If the Project utilizes the Construction Manager at Risk (CMAR) delivery method, the Consultant shall coordinate and cooperate as necessary for the CMAR to provide their scope of preconstruction services for the Project.

100.6.16 Photos. The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of this Contract. Photographs of the Project taken by the Consultant after final Consultant payment will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

100.6.17 Plan and Special Provision Production and Submission

- All Drawings shall be prepared using Autodesk's AutoCAD Civil 3D version 2018 or newer in accordance with current city of Las Vegas CAD standards, which are found on the city's website.
- The design process used to generate the construction documents for the system will be three dimensional, which means that all finite elements will have an x, y, and z coordinate. The improvement plans for the project will be produced using AutoCAD Civil 3D objects:
- The aerial topography will be converted to a three-dimensional surface of the existing topography
- The system, including sewer, storm drain laterals, will be designed using Pipe Networks resulting in a fully three-dimensional (3-D) model of the proposed system
- Crossings of the sewer and storm drain system by existing utilities will be included in the 3-D model and based on pothole data
- Proposed relocations of water and sewer will be designed three-dimensionally using Pipe Networks
- Grading of any channel or roadway-type structures will be performed using Corridors to produce a 3-D model
- Three-dimensional grading where more site specific information is required will be accomplished using Feature Lines
- Surface elements of the design will be designed three-dimensionally
- All curb ramps shall have detailed grading information to show compliance with PROWAG
- Intersection grading shall be provided at a level of detail necessary to allow construction to applicable tolerance
- Field survey of the existing utilities, structures, field shots, and supplemental survey (locations and elevations) will be incorporated into the 3-D surface of the existing topography
- Specifications shall be prepared in City standard format using the software program Microsoft Word 2016 or newer release. The use of any other software for plan or specifications production requires prior written approval from the City's Representative.

- All drawing submittals, submitted by the Consultant will be printed on white bond paper. All full size reproducible copies will be on 24" x 36" sheets and all half size reproducible copies shall be on 11"x17" sheets (representing true half size of the full size plans). Consideration shall be given to legibility of hatching and shading for reproduction of all sizes of plans. Plans that do not meet these requirements will not be accepted. Submittals shall be accompanied by all associated electronic files.

- 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.

- 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, DVD disk, or other electronic media that can be read by any industry standard hardware. If electronic files are not submitted with 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.

- 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.

100.7 Cost Estimates

100.7.1 The Consultant shall prepare and provide a detailed Construction Cost Estimate with each submittal. The cost estimate shall be prepared as directed by the City using the software program Microsoft Excel 2016 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 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.

100.8 Construction Change Orders

100.8.1 The City has a formal construction contract change order approval process. Proposed construction change orders are negotiated and reviewed by City Engineering and Construction Management staff (and the construction management consultant when one has been retained). Construction 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 Order Tracking Form indicating the reason for the construction change order based on information available to the committee at that time. If the construction 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 Contract to seek compensation for Consultant errors and omissions.

The City will make reasonable efforts to copy all approved construction 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 construction change orders or construction change directives prior to final negotiation and approval. This could provide the consultant with an opportunity, prior to finalization, to determine that a proposed construction 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 notify the consultant of possible construction change orders or construction change directives prior to final negotiation and approval. And to, when appropriate, request the consultant to sign acknowledgement and concurrence on the final construction change order or construction change directive 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 construction change order), advance notice to the consultant is not always possible or practical. And, in fact, potential construction change order work, including force account work, is sometimes allowed to proceed prior to any construction change order being drafted or reason code applied by City.

100.9 Responsibilities of the Consultant

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 Contract.

- Section 101 – Preliminary and General Items
- Section 102 – 30% Design Phase
- Section 103 – 70% Design Phase
- Section 104 – 90% Design Phase
- Section 105 – 100% Design Phase
- Section 106 – Bid Phase
- Section 107 – Not Used
- Section 108 – Not Used

100.10 Responsibilities of the City

100.10.1 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 Contract. 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 Contract.

100.10.2 Access arrangements for the Consultant to enter upon City owned property as required to perform their services.

100.10.3 Acquire any property, authorizations to enter property, easements, or other project rights required to construct the Project

100.10.4 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

100.11 City's Review Process

100.11.1 Upon receipt of any documents or electronic files 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.

100.11.2 If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents or files 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.

100.11.3 The City's review period in the Project Schedule shall not begin until the City Representative determines that the documents or files presented by Consultant fully comply with the requirements. After the City Representative determines that the documents or files comply with such requirements, the City shall begin a review of the documents.

100.11.4 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.

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 and project schedule reflecting Scope of Work activities identified by the City Representative.

101.1.3 Invoices shall be in the same format and include the same information as specified in the example invoice provided in Exhibit G. The associated certified payrolls and/or time cards shall be included with each invoice. In addition, a copy of the current project schedule must be submitted with each invoice

101.1.4 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.

101.1.5 Project Management Software**.** Upon City request, Consultant shall utilize the City's online project management software for contract administration including, but not limited to: invoices, project submittals, schedules, and reports.

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 in the City-provided format, 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 Subsurface Utility Engineering (SUE) as identified herein, 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:

- Clark County Regional Flood Control District ("CCRFCD")
- Clark County Department of Public Works
- City of Las Vegas work groups, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Operations and Maintenance, and Land Development
- Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")
- Freeway and Arterial System of Transportation ("FAST")
- Utility providers, including but not limited to, NV Energy Transmission and Distribution, Century Link, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable, small cell providers, and other fiber optic and communication carriers
- Nevada Department of Transportation ("NDOT") and
- 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. Utility base drawing will be developed within the SUE Task.

- Preparation of minor utility relocation plans will be incidental to each Design Phase Tasks**. Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.**
- Coordination with utilities including but not limited to, coordinate utility requests for information, coordinate with utility companies to develop utility company relocation plans, coordinate and assist City's Representative with utility company agreements, preparation, by the Consultant, of information needed for new services, coordination for new services for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines), meet as required with utility companies to resolve conflicts and project coordination, and exhibits. Submittal of Design Phase Plans are not a part of the Task, they will be part of each Design Phase Plan submittal. Utility signatures are not part of this Task, they will be part of the 100% Design Phase Task.
- 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 for current projects, encroachment agreements, covenants running with the land and any other mapping 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 bond prints prior to submitting to the City of Las Vegas.

101.3.6 Consultant shall notify the City of any required utility agreements, applications, 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 bond with impacted utilities approval signatures.

101.4 Project Permits

101.4.1 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.

101.4.2 The following permits are anticipated for this project :

- NDOT Encroachment Permit – Not Used (Additional Service Task)
- Clark County Offsite Permit

101.4.3 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.

101.4.4 **Deliverables:** Matrix of required permits; correspondence; preparation of permit applications.

101.5 Not Used

101.6 Section 8 Facility Specific Environmental Assessment

- The Consultant shall, by subconsultant or otherwise, prepare the necessary documents to comply with the Chapter 8-Project-specific procedures conducted pursuant to Final Programmatic Supplemental Environmental Impact Statement, Flood Control Master Plan, Clark County Regional Flood Control District (CCRFCD), dated September 2014. This process is a continuation of the Section 14 of the Final Environmental Impact Statement (FEIS) Flood Control Master Plan, CCRFCD, prepared in 1991 for the u.s. Bureau of Land Management (BLM) and the CCRFCD,in cooperation with the u.s.Army Corps of Engineers (USACE), Dames and Moore, 1991a. The following will be addressed in the report:
  - Initial Screening Process
  - Geology and Soils
  - Transportation
  - Air Quality
  - Terrestrial and Aquatic Biology
  - Visual Resources
  - Cultural Resources
  - Socioeconomics and Environmental Justice
  - Groundwater

- Surface Water
- Hazardous Materials Analysis

- Note that this work does not constitute performance of a Phase 1 Environmental Site Assessment per ASTM E1527-13 standards and it is not intended to be relied upon for property transaction or transfer.

102 30% DESIGN PHASE

102.1 Survey

102.1.1 Horizontal Control. The official horizontal coordinate system of the City of Las Vegas is the Nevada Coordinate Reference System (NCRS). The appropriate NCRS zone is dependent on the geographic location of the project and should be determined prior to any surveying activities. The official geodetic datum and current reference frame of the City of Las Vegas is NAD 83 (2011) epoch 2010.0. The use of any other reference frame will require approval of the City Surveyor. For detailed information on the NCRS contact the City of Las Vegas' Survey Section.

102.1.2 Vertical Control. All vertical control is to be established using benchmarks included in the City of Las Vegas Vertical Control Network. The official datum of the City of Las Vegas is NAVD 88. Only elevation values currently published as the "City of Las Vegas 2008 Adjustment" are to be used. The use of a prior Vertical Control Network adjustment will require approval of the City Surveyor.

102.1.3 Control Survey. Perform control survey to establish adequate control for all boundary location and topographic mapping necessary for the limits and purpose of the project. Existing monuments within the project limits and control panels set for the purpose of aerial mapping will be incorporated into the control survey.

102.1.4 Boundary Survey. Boundary surveys are to be performed to adequately establish roadway alignments, right-of-way lines, property lines and easement lines necessary for the limits and purpose of the project. Complete research of existing recorded maps, surveys, land records, and other pertinent records shall be performed.

102.1.5 Record of Survey. The Consultant shall provide a Record of Survey to be reviewed by the City of Las Vegas' City Surveyor. The Record of Survey will show all pertinent information from the control and boundary surveys so as to show the project's location relative to existing roadway alignments, right-of-way lines and found survey monuments. The City Surveyor must approve the Record of Survey prior to recordation with the Clark County Recorder. **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.**

102.1.6 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.

102.1.7 Survey Control Plan. A Survey Control Plan shall be included in the plan set to show all elements included in the Record of Survey. An "embedded" Record of Survey is acceptable. All Survey Control Plans must be stamped by a Nevada licensed Professional Land Surveyor (PLS) per NAC 625. A separate Horizontal Control Plan showing proposed project geometry may be utilized in the plan set stamped by a Nevada licensed Professional Engineer (PE) per NAC 625.

102.1.8 Survey Monument Inventory. All survey monuments within or adjacent to the limits of proposed construction activities shall be clearly identified on the plan and profile sheets (or demolition/removal sheets when applicable), to aid in the preservation and replacement of survey monuments during construction. Survey monumentation displaced, disturbed, and/or missing within the project limits shall be identified for replacement as a part of the Project Contract Documents in accordance with the City of Las Vegas Unified Development Code.

102.1.9 Design Topographic Survey. Aerial surveys and conventional field surveys of all surface features within the project limits will be used to develop engineering base drawings and digital terrain models (DTM). Survey limits shall extend a minimum of 150 feet in each direction past the curb returns at all major cross streets, 100 feet at minor cross streets. Aerial mapping specifications are to include a minimum mapping scale of one inch equals forty feet and a minimum contour interval

of one foot. Consultant shall perform adequate conventional field surveying to verify aerial survey accuracy. Consultant shall compile 2D planimetrics of all topographic features within project limits utilizing all applicable aerial and conventional field survey data within project limits. Consultant shall produce an existing ground DTM (in a Civil 3D Surface format) utilizing all applicable aerial and conventional field survey data within project limits. Consultant shall perform field inspection of aerial survey data to ensure inclusion and proper identification of surface features, as well as confirming data reflects current conditions. In the event that aerial survey data is insufficient in particular areas to complete design topographic survey tasks as listed above, the consultant shall conduct supplemental conventional field survey and update the surface where necessary.

- Topographic Features. The following surface features within the project limits are to be included (but not limited to): curb, gutter, sidewalk, edge of pavement, driveways, handicap ramps, parking, walls, fences, buildings, vegetation, signs, traffic markings, manholes, vaults, pullboxes, pedestals, utility poles, overhead lines, catch basins and other surface indications of subsurface utilities. Sewer manholes, storm drain manholes, catch basins and water valves are to be measured at and below the surface. Appropriate survey methods are to be used to obtain elevations of sewer and drainage improvements.

102.1.10 The Consultant will coordinate any required private property access with the City's Representative.

102.2 Right-of-Way

102.2.1 Consultant's professional land surveyor (Surveyor) will thoroughly conduct research of all available public records necessary to identify and establish the right-of-way limits. This shall include an investigation of all applicable Bureau of Land Management (BLM) files located at their Las Vegas Field Office whenever any portion of the proposed project area occupies BLM property. When available the City shall provide right-of-way records, studies and other available information. Surveyor 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, Surveyor shall prepare legal descriptions and exhibits for deed purposes. Consultant will prepare property maps showing topographic areas, easements and vesting. Consultant shall coordinate with the City's Survey & 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 Survey & 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.

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. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2016 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 exhibits with an appropriate scale that shall show 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 with the 30% design submittal.

102.2.4 70% Submittal. Consultant shall prepare exhibits with an appropriate scale 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. Consultant shall update the exhibits showing the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review.

102.2.6 100% Submittal. Consultant shall update the exhibits to show the acquired right-of-way, easements and AEP's. 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 Prior to Bid. Prior to bid the Consultant shall cross check the right-of-way map verses the acquisition table, verify existing property owner information and provide a letter summarizing the result of the check and identifying any right-of-way, easements or AEP's not yet acquired.

102.2.8 **Deliverables:** Exhibits at the 30%, 70%, 90% and 100% submittals as outlined in 102.2.3 through 102.2.6; Letter summarizing Right-of-Way, Easements and AEP status as outlined in 102.2.7.

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 pictures during the field investigation to document field conditions throughout the Project.

102.3.4 The Consultant will locate and map existing traffic signal equipment including traffic signal controller, service pedestal, poles, pull boxes, conduit, conductors, and detector loops. Traffic signal as-builts will be provided by the City. Prepare traffic signal plan for each intersection showing existing traffic signal equipment and showing replacement loop detectors if disturbed. Coordination with city Las Vegas TEFO is required for this task.

102.4 Subsurface Utility Engineering (SUE) Services

102.4.1 Work Standards

- Except as may be modified or specified herein, or otherwise approved by CLV, the collection and depiction of information, and any required submittals, shall conform to the applicable provisions of CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" (Current Version). A copy of CI/ASCE 38-02 may be ordered from the American Society of Civil Engineers at www.asce.org.
- It is intended that this Scope of Work be construed harmoniously with CI/ASCE 38-02; however, in the event of conflict, the provisions of this Scope of Work shall take precedence.
- All surveying activities associated with SUE services as defined herein shall be conducted only by a Nevada Professional Land Surveyor. Surveying activities associated with SUE services shall only be conducted by the surveyor providing control for the project.

102.4.2 Quality Level D Tasks

- Conduct appropriate investigations (e.g. owner records, DOT records, UNCL records, County records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
- Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.
- Review records for: evidence or indication of additional available records; duplicate or conflicting information; needed for clarification.

102.4.3 Quality Level C Tasks

- Identify surface features, from project topographic data (if available) and from field observations, which are surface appurtenances of subsurface utilities.
- Survey surface features of subsurface utility facility or systems, if such features have not already been surveyed by a registered professional.
- Survey shall also include determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface uitlities, furnished by utility owners for design purposes.

102.4.4 Quality Level B Tasks

- Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the specified project limits and/or to trace a particular utility line or system. QL B to be determined after 30% design; QL B task will be paid for by Additional Services.

102.4.5 Quality Level A Tasks

- CLV may require QL A data where the precise horizontal and vertical location of utilities, obtained by exposure and survey of the utility at specific points, is needed for conflict assessment/resolution purposes.
- When available, verifiable information on previously exposed and surveyed utilities (such as survey records during utility line construction) shall be furnished in lieu of new excavation, exposure, and survey at that same point, or at a suitable nearby point.
- Otherwise, when utility lines must be exposed and surveyed at specified locations, the Consultant shall use minimally intrusive excavation techniques, acceptable to CLV, that ensure the safety of the excavation, the integrity of the utility line to be measured, and that of other lines which may be encountered during excavation.
- Measure and/or record the following information on an appropriately formatted test hole data sheet::
    - For utilities that are concrete encased, identify the top of the encasement, the bottom of the encasement, and the width of the encasement.
    - Elevation of existing grade over utility at test hole.
    - Horizontal coordinates referenced to project coordinate datum, to a horizontal accuracy consistent with applicable CLV survey standards.
    - Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans.
    - Approximate centerline bearing of utility line.
    - Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems.
    - Utility structure material composition, when reasonably ascertainable.
    - Identity of benchmarks used to determine elevations.
    - Utility facility condition.
    - Pavement thickness and type when applicable.
    - Soil type and site conditions.
    - Identity of utility owner/operator.
    - Other pertinent information as is reasonably ascertainable from test hole.
- Patching of potholes will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized.

Final payment for potholing will be based on completed potholes and require proof of permit close out for said potholes.

- A total of twenty five (25) potholes are anticipated to be performed for this Project. Additional utility potholing services not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.
- Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
- Update "Existing Utility Location Plan", plan/profile sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, QL B, and QL A information. Consultant shall use the information to create the Utility Base drawing to be used in the design drawings.
- Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
- As appropriate, amend the indicated quality level of depicted information

102.4.6 **SUE Deliverables**

- Consultant shall prepare a separate "Existing Utility Location Plan" that clearly depict applicable SUE levels as outlined in CI/ASCE 38-02: "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," American Society of Civil Engineers, 2003. To show at a minimum:
  - Existing rights-of-way
  - Centerlines and control alignments
  - Easements
  - Existing topographical information
  - All utilities within the project limits
  - QL A test hole locations
- Appropriately formatted test hole data sheets as described in QL A tasks above to be included with the final plans.
- Electronic files of the updated "Existing Utility Location Plan" at each regular submittal.

102.5 Geotechnical Investigation - The Consultant shall provide a Geotechnical Report as detailed below, the drafts of these reports will be included with the 30% Design Phase Submittal:

102.5.1 The Geotechnical Report is a compilation of geotechnical information about the Project site discovered during investigations. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Report shall be made available to bidders for informational purposes only. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

102.5.2 It is anticipated that the geotechnical report may include, but is not limited to the following:

- Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature.
- 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.
- Perform laboratory testing on samples.
- Identify the corrosive characteristics of the soil.
- Locate ground water elevations at each of the borings if the groundwater level is above the bottom of the boring;
- Identify caliche and cemented soil deposits depth and make recommendations for excavation methods.
- 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.
- Provide recommendation and definition for suitable and unsuitable materials.
- Make recommendations for the treatment and/or removal of unsuitable bearing soils.
- Make recommendations for trench safety during excavation.
- 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.

- 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, field identified, and included in the plans.
- 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.
- Make recommendations for type of cement for concrete in contact with onsite soils, structural recommendations, and other conditions applicable to the Project.
- Prepare a hydro-geological report in areas where shallow groundwater is discovered.
- Make recommendation for trench patching.
- If any hazardous materials are discovered or suspected at any time during the geotechnical investigation, notify the city in writing within one week.

102.5.3 Patching of borings will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for the geotechnical report will be based on completed proof of permit close out for said borings.

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 the Geotechnical 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.

102.6 Preliminary Drainage Study: The Consultant shall provide a Preliminary Drainage Study as detailed below, the draft of this report will be included with the 30% Design Phase Submittal:

102.6.1 Prepare a Drainage analysis in accordance with the Clark County Regional Flood Control District (CCRFCD) Hydrologic Criteria and Drainage Design Manual (Design Manual). The Consultant shall collect and review all previous studies and data pertaining to the project limits and perform a field review and evaluation of existing facilities. The drainage system will be designed to include a 100-year level of protection per the CCRFCD Design Manual. Coordination will be performed as needed between the CCRFCD and the City. The preliminary drainage analysis shall incorporate the following information:

- A hydrologic model using HEC-1 to establish flows for the proposed condition design.
- Flow split analysis determined in previous studies for the upstream tributary area will be reviewed, discussed with City, and incorporated into the project hydrologic analysis as appropriate.
- Preliminary horizontal storm drain alignment and lateral/drop inlets locations will be generated and incorporated into the 30% plans.
- Preliminary Storm drain profile and vertical information.
- Prepare a preliminary hydraulic model for the mainline conveyance facilities using appropriate engineering software.
- Prepare and compile drainage calculations.

102.6.2 Consultant shall prepare a Preliminary Drainage Study to include analysis of the 30% design facility, including discussion of the alignment, utilities impacts, and hydrologic and hydraulic drainage design for the Regional Master Planned flood control facility.

102.6.3 Deliverables: The Preliminary Drainage Study will be submitted as a part of the Preliminary Design Report in Section 102.7.2.

102.7 30% Design Phase Submittal

102.7.1 30% Design Phase Plans

- 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. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.
- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
- Abbreviations and Symbols
- Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Horizontal control for centerline and rights-of-way monumentation plan
- Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
- Sheet Index with key map
- Typical Cross Section Sheets
- Removal Plans
- Roadway Plan and Profiles
- Storm Drain Plan and Profiles (for the mainline storm drain)
- Utility Plans
- Traffic Striping and Signing Plans
- Traffic Lighting Plans, including existing traffic lighting
- Traffic Signal Plans, including existing traffic signal infrastructure
- DTM Earthwork cross-sections plotted at 50 foot intervals and/or grade breaks with cut and fill quantities

102.7.2 Preliminary Design Report

- 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:
  - Cover page
  - Table of Contents
  - Executive Summary
  - Transmittal memo stamped and signed by the Consultant Project Manager
  - Inventory of existing conditions, including photo library
  - Adjacent completed projects summary
  - Design controls and assumptions
  - Survey Summary (including Record of Survey and approval from City Surveyor)
  - Right of Way Summary (including a summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2016 format in the format provided by the City Representative)
  - Utility Issues and Conflicts Summary
  - Summary of Permits (including a summary matrix of required permits)
  - Draft Geotechnical Report

- Preliminary Drainage Study (including hydraulic analyses)
- Construction Cost Estimate and
- 30% Design Phase Plans

- Comments received on the Preliminary Design 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.

102.7.3 Quality Control/Quality Assurance (QC/QA) Review to be performed as outlined in 100.6. 6

- **Deliverables:** Submit QC/QA certification letter. Submit quality assurance review set of plans, quantities of materials, and specifications as applicable.

102.7.4 **Deliverables:** Submit three (3) copies of the Preliminary Design Report to the City; Submit one (1) full size set (24" X 36") and five (5) half size set (11" X 17") and all associated electronic files of the 30% Design Phase Plans to the City; Submit two (2) copies of the Preliminary Design Report to CCRFCD; Submit 30% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

102.8 Walk Through. 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.

102.8.1 **Deliverables**: The Consultant shall submit a walk though Memorandum to the City's Representative to document field observations.

102.9 Overall Project Scope, Schedule and Budget Review

102.9.1 As an Additional Service to be authorized by the City, 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 Contract 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 Contract or any work that the Consultant assumed or should have assumed to be required to perform any tasks in this Contract. 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 Contract as specifically allowed in other sections of this Contract.

102.9.2 **Deliverables:** Detailed Project Scope; Detailed Cost Estimate for total project costs; Detailed Project Schedule for design, bidding and construction.

102.9.3 Consultant is hereby informed of the purpose of the deliverables in **102.8.2** – 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.

103 70% DESIGN PHASE

103.1 *70% Design Phase Submittal*

103.1.1 Draft Final Design Report and Detailed Hydraulic Analysis – 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.

103.1.2 **Deliverables:** Submit three (3) copies of the Draft Final Design Report to the City, Submit two (2) copies of the Draft Final Design Report to CCRFCD.

103.1.3 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:

- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
- Abbreviations and Symbols
- Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Horizontal control for centerline and rights-of-way monumentation plan
- Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
- Sheet Index with key map
- Typical Cross Section Sheets
- Removal Plans
- Roadway Plan and Profiles
- Construction Details
- Storm Drain Plan and Profiles (including lateral plan and profiles)
- Storm Drain Details

- Utility Plans
- Existing Utility Location Plan (SUE Plans)
- Traffic Striping and Signing Plans
- Traffic Lighting Plans
- Traffic Signal Plans, including existing traffic signal infrastructure
- Grading Details for all sidewalk ramps
- Special Details as required for the Project
- School Flasher undergrounds
- Design Exception Memorandum – If needed
- Deliverables: Submit five (5) copies of the half scale plans (11" X 17") and one (1) copy of full size plans (24" x 36") and all associated electronic files to the City: Submit, two (2) copies of the half scale plans, to CCRFCD. Submit copies of 70% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

103.1.4 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.

103.1.5 **Deliverables:** Submit the 70% cost estimate by funding source 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 CCRFCD.

103.1.6 **Not Used**

103.1.7 **Not Used**

103.1.8 **Not Used**

103.1.9 **Not Used**

103.1.10 Quality Control/Quality Assurance (QC/QA) Review to be performed as outlined in 100.6.

103.1.11 **Deliverables:** Submit QC/QA certification letters. Submit quality assurance review set of plans, quantities of materials, and specifications.

103.2 ***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.

103.3 ***Draft Maintenance of Traffic (MOT) Memorandum –*** Consultant shall identify, evaluate, and address impacts to the transportation system that may result from the project in the form of a MOT Memorandum. The MOT Memorandum shall address traffic restrictions, limitations of operations, and countermeasures, as necessary, according to project requirements. The MOT Memorandum shall include identifying and maintaining the suggested routes to school. Consultant shall schedule and attend a MOT meeting with the City Traffic Engineering Division.

103.4 Deliverables: Submit electronic copies of the Draft MOT Memorandum to the City and CCRFCD.

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.

104.1.2 **Deliverables**: Submit three (3) copies of the Final Design Report to the City, Submit two (2) copies of the Final Design Report to CCRFCD.

104.1.3 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 and shall be checked against the geotech report to verify compatibility of the design. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements.

104.1.4 **Deliverables**: Submit five (5) copies of the half scale plans (11" X 17") and one (1) copy of full size plans (24" x 36") and all associated electronic files to the City: Submit, two (2) copies of the half scale plans, to CCRFCD. Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

104.1.5 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.

- **Deliverables**: Submit the 90% cost estimate by funding source 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 CCRFCD.

104.1.6 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.

- **Deliverables:** Submit five (5) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions to CCRFCD.

104.1.7 Not Used

104.1.8 Final Maintenance of Traffic (MOT) Memorandum – Consultant shall compile all comments from the Draft MOT Memorandum and prepare Final MOT Memorandum.

104.1.9 **Deliverables:** Submit electronic copies of the Final MOT Memorandum to the City and CCRFCD.

104.1.10 Quality Control/Quality Assurance (QC/QA) Review to be performed as outlined in 100.6.

104.1.11 Deliverables: Submit QC/QA certification letter. Submit quality assurance review set of plans, quantities of materials, and specifications.

104.2 Not Used

104.3 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.

104.4 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.

104.5 Project Presentations - Consultant shall prepare for and make Project presentations to any organization or board, including preparation of graphics and backup information. The following presentations are anticipated:

104.5.1 Regional Flood Control District Citizens Advisory Committee - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures

104.5.2 Regional Flood Control District Technical Advisory Committee - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures

104.5.3 Regional Flood Control District Board - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures

104.5.4 **Deliverables:** Board attendance; backup materials; presentation materials.

104.6 ***Finalize Permit Applications*** – The Consultant shall finalize all permit applications and submit all required permits to the appropriate agencies.

105 100% DESIGN PHASE

105.1 The 100% submittal shall include all the elements of Section 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 CCRFCD; and (2) the Consultant will incorporate all comments on the pre-final submittal into the 100% final (bond) submittal. Plan set bond 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. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-final bond set of the final plans before preparing the final bond set for this project.

105.2 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit three (3) copies of the half scale plans, one (1) full size plans, all associated electronic files, three (3) copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two (2) copies of structural calculations to the City; Submit four (4) copies of 11" X 17" Construction Easement Maps and three (3) sets of mail labels of property owners for any requested easements to the City; Submit two (2) copies of the half scale plans, bound Special Provisions and 100% Pre-final Cost Estimate by funding source and two (2) copies of structural calculations to CCRFCD. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

105.3 Deliverables for the 100% Final (bond) Submittal: One (1) set of 24" X 36" bond plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One (1) set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One (1) copy of the Final Cost Estimate in the City's Bid Schedule Format; Submit two (2) copies of the half scale plans, bound Special Provisions, all associated electronic files and 100% Final Cost Estimate by funding source and two copies of final structural calculations to CCRFCD. One (1) 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 Civil 3D version 2018 or newer) 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.

106 BID PHASE

106.1 ***Pre-Bid Conference***

106.1.1 The Consultant shall attend the pre-bid conference

106.2 ***Bid Requests and Responses***

106.2.1 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.

106.3 ***Bid Opening***

106.3.1 At the City's request, the Consultant shall attend the bid opening and review the bid abstract and contractor qualifications.

106.3.2 The Consultant will comment on any bid discrepancies, evidence of unbalanced bid or contractor concerns uncovered during reviews.

106.4 ***Conformed Specifications and Drawings***

106.4.1 Subsequent to bid opening, the Consultant shall prepare and issue a conformed set of specifications and drawings which incorporate any modifications and/or clarifications issued during the Bid Phase. Within 14 calendar-days after bid opening, the consultant shall submit two copies of the half-scale plans, two full-size plans, all associated electronic files, three copies of the bound Special Provisions to the City. Both the hard-copy and electronic versions shall be clearly marked as "Conformed" and include the date of issuance.

107 Not Used

108 Not Used

109 Not Used

END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200 SUBMITTALS

200.1 GENERAL

200.1.1 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.

200.1.2 All submittal requirements are outlined in Exhibit A – Scope of Services. Consultant shall refer to deliverables or other submittal requirements outlined in Exhibit A.

END OF EXHIBIT "B"

EXHIBIT C
PERFORMANCE SCHEDULE

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 Contract 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 Contract 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 Contract, 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.

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	180	
CLV REVIEW	30	
70% DESIGN PHASE	120	
CLV REVIEW	30	
90% DESIGN PHASE	150	Includes project funding presentations
CLV REVIEW	30	
100% DESIGN PHASE	90	
CLV REVIEW	30	
BID PHASE	90	
TOTAL CALENDAR DAYS TO COMPLETE:	**750**	

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.

303 CONSTRUCTION

303.1 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

EXHIBIT D
FEE BREAKDOWN

400 TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed **$794,331.02**. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

401 BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a **multiplier of 2.62,** plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services (Exhibit "A"). The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$694,331.02	

401.2 Payments made under this contract will be in accordance with Section Seven - Compensation and Terms of Payment.

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 direct salaries and subconsultant costs as detailed in Exhibit E. Work performed will be invoiced and paid in accordance with Section Seven.

401.4 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 Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
101	**PRELIMINARY AND GENERAL ITEMS**	
101.1	Project Management	$ 42,496.40
101.2	Kick-Off Meeting and Progress Meetings	$ 14,892.08
101.3	Utility and Agency Coordination	$ 17,920.80
101.4	Project Permits	$ 3,018.24
101.6	Section 8 Facility Specific Environmental Assessment	$ 17,682.44
101	**Subtotal Hours**	
101	**Subtotal Fee**	$ 96,009.96
102	**30% DESIGN PHASE**	
102.1	Survey	$ 30,471.50
102.2	Right-of-Way	$ 5,680.00
102.3	Records Review, Information Research and Analysis of Data	$ 13,650.20
102.4	Subsurface Utility Engineering (SUE) Services	$ 33,904.64
102.5	Geotechnical Investigation	$ 17,800.00
102.6	Preliminary Drainage Study	$ 19,340.84
102.7.1	30% Design Phase Plans	$ 68,401.24
102.7.2	Preliminary Design Report	$ 26,842.80
102.7.3	Quality Control/Quality Assurance Review	$ 10,663.40
102.8	Walk Through	$ 2,263.68
102.9	Overall Project Scope, Schedule and Budget Review	$ 1,949.28
102	**Subtotal Hours**	
102	**Subtotal Fee**	$ 230,967.58
103	**70% DESIGN PHASE**	
103.1.1	Draft Final Design Report and Detailed Hydraulic Analysis	$ 32,255.72
103.1.3	70% Design Phase Plans	$ 59,729.04
103.1.4	70% Design Phase Construction Cost Estimate	$ 12,743.68
103.1.10	Quality Control/Quality Assurance Review	$ 10,663.40
103.2	70% Walk Through	$ 2,263.68
103.3	Draft Maintenance of Traffic (MOT) Memorandum	$ 7,529.88
103	**Subtotal Hours**	
103	**Subtotal Fee**	$ 125,185.40
104	**90% DESIGN PHASE**	
104.1.1	Final Design Report	$ 20,140.84
104.1.3	90% Design Phase Plans	$ 72,168.80
104.1.5	90% Design Phase Construction Cost Estimate	$ 10,768.20
104.1.6	90% Design Phase Special Provisions	$ 18,179.76
104.1.8	Final Maintenance of Traffic (MOT) Memorandum	$ 3,081.12
104.1.10	Quality Control/Quality Assurance Review	$ 12,334.96
104.3	90% Walk Through	$ 2,263.68
104.4	Bidability and Constructability (B&C)	$ 3,694.20
104.5	Project Presentations	$ 8,991.84
104.6	Finalize Permit Applications	$ 3,196.40
104	**Subtotal Hours**	
104	**Subtotal Fee**	$ 154,819.80
105	**100% DESIGN PHASE**	
105.2	100% Pre-Final (Bond) Submittal	$ 44,709.04
105.3	100% Final (Mylar) Submittal	$ 30,621.72
105	**Subtotal Hours**	
105	**Subtotal Fee**	$ 75,330.76
106	**BID PHASE**	
106.1	Pre-Bid Conference	$ 1,509.12
106.2	Bid Requests and Responses	$ 6,094.12
106.3	Bid Opening	$ 487.32
106.4	Conformed Specifications and Drawings	$ 3,926.96
106	**Subtotal Hours**	
106	**Subtotal Fee**	$ 12,017.52
	Total Basic Services Hours	4,573
	Total Basic Services Fee	$ 694,331.02

402 ADDITIONAL SERVICES ALLOWANCE

402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City shall pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization from the City or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

402.2 Additional Services are services provided in the interests of the Project 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 Consultant Hourly Rates established in Exhibit "E" (Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract 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 this Contract.

402.4 Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Contract to allow them as Reimbursable Expenses.

402.5 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Contract.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$100,000.00	See list below.

402.5.1 Additional Services may include, but are not limited to, the following:

- Addenda – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
- Additional Design Services – As required by the City, Consultant shall perform additional design services required for the Project.
- 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.
- As-Builts – As requested by the City, Consultant shall provide As-Builts.
- Construction Assistance – As required by the City, Consultant shall attend progress meetings during construction of the Project.
- 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.
- Drainage Study – As required by the City, Consultant shall prepare a Drainage Study for the Project.
- Facility Specific Environmental Assessment – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
- Hydrology and Hydraulics – As required by the City, Consultant shall provide additional hydrology and hydraulics.
- 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.
- Public Meetings – As required by the City, Consultant shall attend and participate in public meetings.
- 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.
- 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.

- Section 404 Permit Application – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.
- Sewer Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
- Slope/Embankment Design – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.
- Storm Drain Retrofit Design – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.
- Structural Design – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.
- Title Reports – As required by the City, Consultant shall prepare Title Reports as required for the Project.
- Traffic Control Plans – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.
- Utility Potholing – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities
- Waterline Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

END OF EXHIBIT "D"

EXHIBIT E
COMPENSATION

500 CONSULTANT HOURLY RATES

500.1 The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.03 and Exhibit E, and profit. This includes, but is not limited to, 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 personnel maintaining facilities, equipment and computers.

CLASSIFICATION	**MAXIMUM HOURLY RATE**
Principal	$140
Project Manager	$135
Sr. Project Engineer	$120
Project Engineer	$100
Senior Designer	$90
Technician / Designer	$85
Engineering Intern	$65
CAD Tech	$65
Clerical	$40

501 ADDITIONAL SERVICES RATES

501.1 The cost of the following potential future Additional Services have been negotiated as of the date of this Contract.

ADDITIONAL SERVICE	**SUBMITTALS**	**SCHEDULE IMPACT**	**FIXED FEE**
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			$0
			$0
			$0

501.2 These Additional Services Rates are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit.

501.3 For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of one (1.0) times the amounts billed to the Consultant for such services. The Consultant may bill for their expenses in managing the Additional Service of sub-consultants, the amount of which is already included in the above Additional Service Rates or, if not listed in the above Additional Service Rates, shall be approved by the City in writing prior to the Consultant or sub-consultant providing the services.

501.4 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 include, 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.

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
	ADDITIONAL SERVICES	
	Additional Design Services	$ 25,843.68
	Construction Support Services	$ 45,622.28
	Post Construction Services	$ 28,534.04
	Total Additional Services - Hours	722
	Total Additional Services - Fee	$ 100,000.00

502 REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Contract.

502.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of one (1.0) times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

502.3 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Contract, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Contract.

502.4 If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense 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 Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses.

502.5 Estimated Travel and per diem expenses are included not-to-exceed the Basic Services Fees, Additional Travel expenses incurred prior to written authorization shall not be considered for reimbursement.

502.6 Should travel and per diem expenses be so authorized by the City:

502.6.1 Expenses shall be based on actual costs submitted for reimbursement with valid original receipts. If a receipt is not normally provided for the expense, a certification signed by the traveler shall be submitted. Submitted receipts for travel and per diem reimbursement shall name each traveler covered.

502.6.2 Rates for lodging and individual meals shall not exceed the published U.S. General Services Administration rates at Clark County, Nevada, including the 75% limitation on the day of departure and return.

502.6.3 Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.

502.6.4 Examples of expenses that will not be reimbursed include alcoholic beverages, entertainment, laundry, dry cleaning and pressing, parking fines, gratuities and tips excepting for taxicab and meals a 15% tip if shown on the receipt, costs related to making reservations or other accommodations for travel, phone calls, computer or Internet access costs, car rentals larger than mid-size and car rental insurance, air travel other than the lowest coach fair available and travel insurance, premature departure and extended stays for personal reasons, and indirect route for personal preference.

END OF EXHIBIT "E"

EXHIBIT F
KEY PERSONNEL LIST

600 CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Rosa Cortez, P.E.

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Rosa Cortez, P.E.

601 CONSULTANT'S PROJECT STAFF

601.1 The following personnel will be assigned by to work on the Project. Any changes or additions require City approval.

601.1.1 **CONSULTANT REPRESENTATIVE (who may also be one of the following staff):** Jeffrey Griest, P.E.

601.1.2 **CONSULTANT REPRESENTATIVE'S SUPERVISOR:** Ken Gilbreth, P.E.

601.1.3 **PROJECT MANAGER:** Jeffrey Griest, P.E.

601.1.4 **RESPONSIBLE IN CHARGE PERSON**:
List name of individual Engineer as licensed: Jeffrey N. Griest, P.E.

601.1.5 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**
List Engineer license number:#17156

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 or additions require City approval.

602.1.1 AERIAL MAPPING: N/A

602.1.2 ENVIRONMENTAL: NEWFIELDS COMPANIES, LLC

602.1.3 CIVIL ENGINEER: N/A

602.1.4 STRUCTURAL ENGINEER: N/A

602.1.5 MECHANICAL ENGINEER: N/A

602.1.6 ELECTRICAL ENGINEER: N/A

602.1.7 LANDSCAPE DESIGN: N/A

602.1.8 INDEPENDENT COST ESTIMATOR (NOT the Consultant): N/A

602.1.9 GEOTECHNICAL ENGINEER: NINYO & MOORE

602.1.10 LAND SURVEYOR: WALLACE MORRIS KLINE SURVEYING, LLC

602.1.11 POTHOLING: KCI TECHNOLOGIES, INC.

END OF EXHIBIT "F"

EXHIBIT G
EXAMPLE INVOICE

Project Name:
Contract No:
Purchase Order No.:
Hansen #:
Invoice Number
Period
Invoice Date:

Consultant:
Project Number:
Consultant Rep:
Consultant Phone:
CLV Project Manager:
CLV Program Manager:

Task	Description	Amount of Task	Amount Billed this Period	Amount Previously Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
101	**PRELIMINARY AND GENERAL ITEMS**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
101.1	Project Management				$0.00	$0.00			
101.2	Kick-Off Meeting and Progress Meetings				$0.00	$0.00			
101.3	Utility and Agency Coordination				$0.00	$0.00			
101.4	Project Permits				$0.00	$0.00			
102	**PRELIMINARY DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
102.1	Survey				$0.00	$0.00			
102.2	Right-of-Way				$0.00	$0.00			
102.3	Records Review, Information Research and Analysis of Data				$0.00	$0.00			
102.3.4	Existing Traffic Signal & Equipment Mapping				$0.00	$0.00			
102.4	Subsurface Utility Engineering (SUE) Services				$0.00	$0.00			
102.5	Geotechnical Investigation				$0.00	$0.00			
102.6.1	Conceptual Alternatives				$0.00	$0.00			
102.6.1.2	Bridge Conceptual Deisgn and Front Sheet				$0.00	$0.00			
102.6.2	Hydraulic Analysis				$0.00	$0.00			
102.7	Walk Through				$0.00	$0.00			
102.8	Overall Project Scope, Schedule and Budget Review				$0.00	$0.00			
103	**70% DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
103.1.1	Design Report and Detailed Hydraulic Analysis - NOT USED				$0.00	$0.00			
103.1.2	70% Design Phase Plans				$0.00	$0.00			
103.1.2a	70% Structural Design				$0.00	$0.00			
103.1.3	70% Design Phase Construction Cost Estimate				$0.00	$0.00			
103.1.4	70% Special Provisions-NOT USED				$0.00	$0.00			
103.1.5	ADA/PROWAG Design Memorandum				$0.00	$0.00			
103.2	70% Walk Through				$0.00	$0.00			
103.3	Structures				$0.00	$0.00			
104	**90% DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
104.1.1	Final Design Report				$0.00	$0.00			
104.1.2	90% Design Phase Plans				$0.00	$0.00			
104.1.2a	90% Structural Design				$0.00	$0.00			
104.1.3	90% Design Phase Construction Cost Estimate				$0.00	$0.00			
104.1.4	90% Design Phase Special Provisions				$0.00	$0.00			
104.2	Final ADA/PROWAG Design Memorandum				$0.00	$0.00			
104.3	90% Walk Through				$0.00	$0.00			
104.4	Sizability and Constructability (S&C)				$0.00	$0.00			
104.5	Final/as Permit Applications				$0.00	$0.00			
105	**100% DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
105.1.2	100% Pre-Final (Bond) Submittal				$0.00	$0.00			
105.1.3	100% Final (Mylar) Submittal				$0.00	$0.00			
105.1.3a	Final Structural Design				$0.00	$0.00			
106	**BID PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
106.1	Pre-Bid Conference				$0.00	$0.00			
106.2	Bid Requests and Responses				$0.00	$0.00			
106.3	Bid Opening				$0.00	$0.00			
107	**CONSTRUCTION PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
108	**POST CONSTRUCTION PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Not-to-Exceed Total Basic Services Fee	**$0.00**	**$0.00**						

	Additional Services Allowance:								
ASR#	**Total Additional Services Authorized**	$0.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
1	0				$0.00	$0.00			
2	0				$0.00	$0.00			
3	0				$0.00	$0.00			

	Total Billed to Date	Total Remaining	Percent Remaining
Basic Services:	$0.00	$0.00	
Authorized Additional Services:	$0.00	$0.00	
Unauthorized Additional Services Remaining:		$0.00	

Total PO Amount:	**$0.00**
Total Contracted Amount:	**$0.00**
Total Billed to Date:	**$0.00**
PO Balance:	**$0.00**
Contract Balance:	**$0.00**

Project Name:
Project Number:
Consultant
Invoice Number:
Invoice Date:

DIRECT LABOR COSTS

NAME	TITLE	HOURS	RATE	TOTAL
				$0.00
				$0.00
				$0.00

EXHIBIT H
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

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 with the City of Las Vegas.

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts 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.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion 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.

4. Incorporation

An updated and notarized Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, 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, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	
Name: Jacobs Engineering Group Inc.	
Address: 1999 Bryan Street, Suite 1200	**City / ST / Zip:** Dallas, TX 75201
Telephone: (214) 638-0145	**EIN or DUNS :** 95-4081636
Block 2: Description / Subject Matter of Contract	
Services for: Centennial Parkway Channel West – Farm Road, Oso Blanca to Tee Pee	**Project Number:**

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

Rev 06.2018

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	SEE ATTACHED		
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 Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: N/A

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: List of Active Officers and Directors

Date of Attached Document: 5/18/21 Number of Pages: 4

Contracting Party Certification ***(Notarized signature required in event of contract award per section 4, "Incorporation")***

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.

CAROLYN M. BOWENS
Notary Public, State of Nevada
Appointment No. 10-1201-1
My Appt. Expires Dec 17, 2021

Signature

5-19-2021
Date

Subscribed and sworn to before me this 19th day of May, 2021

Notary Signature

Rev 06.2018

Jacobs Engineering Group Inc. via Blueprint platform
5/18/21

Appointments

Board Directors

Name	Position	Appointed
Brooks, Vincent K.	Director	08/14/2020
Demetriou, Steven J	Chairman of the Board	07/28/2016
Eberhart, Ralph E.	Director	09/27/2012
Jr., R. C. Davidson	Director	02/13/2001
Kiser, Georgette D.	Director	05/29/2019
Levinson, Linda Fayne	Director	02/13/1996
Loughran, Barbara	Director	05/29/2019
McNamara, Robert	Director	01/19/2017
Robertson, Peter J.	Director	07/30/2009
Thompson, Chris M.T.	Director	11/15/2012

Jacobs Engineering Group Inc. via Blueprint platform
5/18/21

Jacobs

Officers

Name	Position	Appointed
Adkisson, Jason	Assistant Secretary	11/19/2020
Allen, William "Billy" B.	Senior Vice President and Chief Accounting Officer	10/13/2016
Andrews, Madhuri	Chief Information Officer	11/11/2019
Arnette, Stephen A.	SVP & GM, ATN Advanced Engineering, Research & Operations	01/18/2018
Bello, Marius (Mark) F.	Senior Vice President, Designated Project Executive	01/16/2020
Berryman, Kevin Christopher	Chief Financial Officer	11/14/2019
Blackwood, Dennis	Manager, California Engineering Operations	01/18/2018
Bloom, Katie	Designated person responsible for practice of Environmental	01/18/2018
Bruning, Michael	Manager, California Engineering Operations	01/18/2018
Bunderson, Michael	Vice President, Tax	05/29/2018
Bussell, Scott	Vice President	01/17/2019
Byers, Timothy	Sr Vice President & GM, Federal & Env Solutions	05/05/2020
Carlin, Michael James	Treasurer and Enterprise Risk	01/17/2019
Caruso, Joanne E.	Chief Administrative Officer	01/18/2018
Cordtz, Kent	Manager, California Engineering Operations	01/18/2018
Crawford, Bruce	Senior Vice President, Strategic Development	11/19/2020
Delisle, Tina	Senior Manager Payrol	02/01/2021
Demetriou, Steven J	President	08/17/2015
Doros, Jonathan	Vice President, Investor Relations	01/17/2019
Doyna, James	SR Vice President, Finance, Critical Mission Solutions	03/18/2021
Earsom, Deryl	Assistant Secretary	11/19/2020
Walstrom, Jan	Senior Vice President & General Manager, Global Environmental	05/05/2020
Gilmartin, Kenneth	Senior Vice President & General Manager, Advanced Facilities	11/14/2019
Gustafson, Shelette M.	Chief Human Resources Officer	01/17/2019
Hannigan, Marietta C.	Chief Strategy & Communications Officer	11/07/2018
Hansen, Taggart	Sr. Vice President, Deputy General Counsel & Internal Audit	05/05/2020
Hanson, Robert	Manager, California Engineering Operations	06/01/2018

CLV – CENTENNIAL PARKWAY CHANNEL WEST – FARM ROAD, OSO BLANCA TO TEE PEE

Jacobs Engineering Group Inc. via Blueprint platform
5/18/21

Jacobs

Name	Position	Appointed
Hendon, Brian Lee	Designated person responsible for practice of Architecture i	01/18/2018
Herlitzka, Scott	Vice President	05/16/2016
Hicks, Rich	Manager, Ohio Engineering Operations	05/09/2018
Hickton, Dawne Sepanski	Chief Operating Offiser	01/16/2020
Hill, Patrick	Senior Vice President & General Manager, B&I, Asia Pacific &	01/16/2020
Hooper, Cory	Vice President, Florida Operations	12/17/2019
Hsu, Mike	Senior Director Tax	09/04/2019
Johnson, Justin	Assistant Secretary	07/09/2020
Jones, Keith B.	Manager, Ohio Land Surveying Operations	05/09/2018
Krishnan, Kosalram	Manager, California Engineering Operations	01/18/2018
Laity, Michael	Senior Director Tax	02/21/2020
Lamb, Matt	Vice President, Florida Engineering Operations	09/24/2018
Lopez-Dubois, Miguel	Manager, California Engineering Operations	01/18/2018
Maloney, Kevin	Manager, California Engineering Operations	01/18/2018
Meinhart, Thomas	Vice President - Authorized Signer	11/14/2019
Miller, Shannon	SVP, Enterprise Risk Management & HR Talent Management	11/19/2020
Montellano, Victorino	Manager, California Engineering Operations	01/18/2018
Morris, Gary	Vice President	11/14/2019
Morrison, Hugh Donald	Senior Vice President & General Manager, B&I Europe	01/18/2018
Nein, Brett	Vice President, Florida Landscape Architecture Operations	06/01/2018
O'Connor, Kelly	Senior Vice President, Strategy & Project Delivery, BIAF	05/02/2019
Owens, John G.	Designated Person Responsible Electrical Engineering in AK	02/27/2020
Parent, Mark J.	Designated Person Responsible Electrical Engineering in AK	02/27/2020
Pragada, Robert V.	Chief Operating Officer	11/14/2019
Refinski, Elizabeth A.	Assistant Secretary	03/26/2009
Richmond, Jennifer	Senior Vice President & General Manager, ATN Mission Solutio	05/05/2020
Rosenfeld, Benjamin	Manager, California Engineering Operations	01/18/2018
Scarlat, Cristian	Manager, California Engineering Operations	01/18/2018
Scher, Brian	Assistant Secretary	03/29/2009

CLV – CENTENNIAL PARKWAY CHANNEL WEST – FARM ROAD, OSO BLANCA TO TEE PEE

Jacobs Engineering Group Inc. via Blueprint platform
5/18/21

Jacobs

Name	Position	Appointed
Sever, Jeffrey David	Designated person responsible for practice of Mechanical Eng	06/28/2018
Shelton, Brian R.	Senior Vice President, Finance ATN	01/17/2019
Strauss, Scott	Vice President-Authorized Signer	04/01/2019
Thom, Chrissy	Senior Vice President, Growth, Strategy & Solutions PPS	01/27/2021
Tyler, Michael R.	Chief Compliance Officer	01/17/2019
Uchil, Vinay	Vice President, Florida Engineering Operations	09/24/2018
Vadlamudi, Koti	Senior Vice President & GM, Advanced Facilities, PPS	11/14/2019
Wallace, Ronald	Senior Vice President, Operations Support	09/02/2020
Walter, Eric	Senior Vice President Finance and Strategy	03/13/2017
Warnock, William Kirkpatrick	Manager, California Engineering Operations	01/18/2018
Watson, Katus	Vice President, Florida Engineering Operations	09/24/2018
White, Clive Thomas	Senior Vice President, CMS International	05/05/2020
Wiemelt, Karen	Senior Vice President & General Manager, North America Nucle	01/18/2018
Williams, Ronald R.	Senior Vice President, PPS, Americas (West)	11/14/2019
Willis, Aaron	Manager, California Land Surveying Operations	01/18/2018
Wishart-Smith, Heather	SVP, Innovation & Jacobs Connected Enterprise, BIAF	05/02/2019
Wood, Mark	Manager, California Engineering Operations	01/18/2018
Yox, Jeff	Manager, California Engineering Operations	06/01/2018

EXHIBIT H
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts 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.

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An updated and notarized Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, 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, and/or a withholding of payments due the Contracting Entity.

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Address: 1999 Bryan Street, Suite 1200	**City / ST / Zip:** Dallas, TX 75201
Telephone: (214) 638-0145	**EIN or DUNS :** 95-4081636
Block 2: Description / Subject Matter of Contract	
Services for: Centennial Parkway Channel West – Farm Road, Oso Blanca to Tee Pee	**Project Number:**

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	SEE ATTACHED		
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 Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: N/A

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: List of Active Officers and Directors

Date of Attached Document: 5/18/21 Number of Pages: 4

Contracting Party Certification ***(Notarized signature required in event of contract award per section 4, "Incorporation")***

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.

CAROLYN M. BOWENS
Notary Public, State of Nevada
Appointment No. 10-1201-1
My Appt. Expires Dec 17, 2021

Signature

5-19-2021
Date

Subscribed and sworn to before me this 19th day of May, 2021

Notary Signature

Appointments

Board Directors

Name	Position	Appointed
Brooks, Vincent K.	Director	08/14/2020
Demetriou, Steven J	Chairman of the Board	07/28/2016
Eberhart, Ralph E.	Director	09/27/2012
Jr., R. C. Davidson	Director	02/13/2001
Kiser, Georgette D.	Director	05/29/2019
Levinson, Linda Fayne	Director	02/13/1996
Loughran, Barbara	Director	05/29/2019
McNamara, Robert	Director	01/19/2017
Robertson, Peter J.	Director	07/30/2009
Thompson, Chris M.T.	Director	11/15/2012

Officers

Name	Position	Appointed
Adkisson, Jason	Assistant Secretary	11/19/2020
Allen, William "Billy" B.	Senior Vice President and Chief Accounting Officer	10/13/2016
Andrews, Madhuri	Chief Information Officer	11/11/2019
Arnette, Stephen A.	SVP & GM, ATN Advanced Engineering, Research & Operations	01/18/2018
Bello, Marius (Mark) F.	Senior Vice President, Designated Project Executive	01/16/2020
Berryman, Kevin Christopher	Chief Financial Officer	11/14/2019
Blackwood, Dennis	Manager, California Engineering Operations	01/18/2018
Bloom, Katie	Designated person responsible for practice of Environmental	01/18/2018
Bruning, Michael	Manager, California Engineering Operations	01/18/2018
Bunderson, Michael	Vice President, Tax	05/29/2018
Bussell, Scott	Vice President	01/17/2019
Byers, Timothy	Sr Vice President & GM, Federal & Env Solutions	05/05/2020
Carlin, Michael James	Treasurer and Enterprise Risk	01/17/2019
Caruso, Joanne E.	Chief Administrative Officer	01/18/2018
Cordtz, Kent	Manager, California Engineering Operations	01/18/2018
Crawford, Bruce	Senior Vice President, Strategic Development	11/19/2020
Delisle, Tina	Senior Manager Payrol	02/01/2021
Demetriou, Steven J	President	08/17/2015
Doros, Jonathan	Vice President, Investor Relations	01/17/2019
Doyna, James	SR Vice President, Finance, Critical Mission Solutions	03/18/2021
Earsom, Deryl	Assistant Secretary	11/19/2020
Walstrom, Jan	Senior Vice President & General Manager, Global Environmental	05/05/2020
Gilmartin, Kenneth	Senior Vice President & General Manager, Advanced Facilities	11/14/2019
Gustafson, Shelette M.	Chief Human Resources Officer	01/17/2019
Hannigan, Marietta C.	Chief Strategy & Communications Officer	11/07/2018
Hansen, Taggart	Sr. Vice President, Deputy General Counsel & Internal Audit	05/05/2020
Hanson, Robert	Manager, California Engineering Operations	06/01/2018

Name	Position	Appointed
Hendon, Brian Lee	Designated person responsible for practice of Architecture i	01/18/2018
Herlitzka, Scott	Vice President	05/16/2016
Hicks, Rich	Manager, Ohio Engineering Operations	05/09/2018
Hickton, Dawne Sepanski	Chief Operating Offiser	01/16/2020
Hill, Patrick	Senior Vice President & General Manager, B&I, Asia Pacific &	01/16/2020
Hooper, Cory	Vice President, Florida Operations	12/17/2019
Hsu, Mike	Senior Director Tax	09/04/2019
Johnson, Justin	Assistant Secretary	07/09/2020
Jones, Keith B.	Manager, Ohio Land Surveying Operations	05/09/2018
Krishnan, Kosalram	Manager, California Engineering Operations	01/18/2018
Laity, Michael	Senior Director Tax	02/21/2020
Lamb, Matt	Vice President, Florida Engineering Operations	09/24/2018
Lopez-Dubois, Miguel	Manager, California Engineering Operations	01/18/2018
Maloney, Kevin	Manager, California Engineering Operations	01/18/2018
Meinhart, Thomas	Vice President - Authorized Signer	11/14/2019
Miller, Shannon	SVP, Enterprise Risk Management & HR Talent Management	11/19/2020
Montellano, Victorino	Manager, California Engineering Operations	01/18/2018
Morris, Gary	Vice President	11/14/2019
Morrison, Hugh Donald	Senior Vice President & General Manager, B&I Europe	01/18/2018
Nein, Brett	Vice President, Florida Landscape Architecture Operations	06/01/2018
O'Connor, Kelly	Senior Vice President, Strategy & Project Delivery, BIAF	05/02/2019
Owens, John G.	Designated Person Responsible Electrical Engineering in AK	02/27/2020
Parent, Mark J.	Designated Person Responsible Electrical Engineering in AK	02/27/2020
Pragada, Robert V.	Chief Operating Officer	11/14/2019
Refinski, Elizabeth A.	Assistant Secretary	03/26/2009
Richmond, Jennifer	Senior Vice President & General Manager, ATN Mission Solutio	05/05/2020
Rosenfeld, Benjamin	Manager, California Engineering Operations	01/18/2018
Scarlat, Cristian	Manager, California Engineering Operations	01/18/2018
Scher, Brian	Assistant Secretary	03/29/2009

Name	Position	Appointed
Sever, Jeffrey David	Designated person responsible for practice of Mechanical Eng	06/28/2018
Shelton, Brian R.	Senior Vice President, Finance ATN	01/17/2019
Strauss, Scott	Vice President-Authorized Signer	04/01/2019
Thom, Chrissy	Senior Vice President, Growth, Strategy & Solutions PPS	01/27/2021
Tyler, Michael R.	Chief Compliance Officer	01/17/2019
Uchil, Vinay	Vice President, Florida Engineering Operations	09/24/2018
Vadlamudi, Koti	Senior Vice President & GM, Advanced Facilities, PPS	11/14/2019
Wallace, Ronald	Senior Vice President, Operations Support	09/02/2020
Walter, Eric	Senior Vice President Finance and Strategy	03/13/2017
Warnock, William Kirkpatrick	Manager, California Engineering Operations	01/18/2018
Watson, Katus	Vice President, Florida Engineering Operations	09/24/2018
White, Clive Thomas	Senior Vice President, CMS International	05/05/2020
Wiemelt, Karen	Senior Vice President & General Manager, North America Nucle	01/18/2018
Williams, Ronald R.	Senior Vice President, PPS, Americas (West)	11/14/2019
Willis, Aaron	Manager, California Land Surveying Operations	01/18/2018
Wishart-Smith, Heather	SVP, Innovation & Jacobs Connected Enterprise, BIAF	05/02/2019
Wood, Mark	Manager, California Engineering Operations	01/18/2018
Yox, Jeff	Manager, California Engineering Operations	06/01/2018

AGENDA SUMMARY PAGE
City Council
Meeting of: July 7, 2021

Agenda Item No.:
20

DEPARTMENT: Parks & Recreation **CONSENT**
DIRECTOR: Greg A. Weitzel

SUBJECT:
For possible action to approve a Park and Trail Assistance Program Implementation Agreement between the City of Las Vegas and the Outside Las Vegas Foundation, effective July 1, 2021 through June 30, 2022 which provides for the construction of a native habitat garden in a City park, oversight of the Volunteers in Parks (VIP) program and coordination of volunteer events and youth programming ($75,000 - General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $75,000
Funding Source: General Fund
Dept./Division: Parks and Recreation

PURPOSE/BACKGROUND:
The city of Las Vegas has partnered with Get Outdoors Nevada (GON) on the Volunteer in Parks (VIP) program over the past year. This agreement expands on the initial agreement by adding in 6 additional events for a total of 18 events per year, constructing a native habitat garden in a city park, and coordinating youth programming activities.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Park and Trail Assistance Program Implementation Agreement

PARK AND TRAIL ASSISTANCE PROGRAM IMPLEMENTATION AGREEMENT

THIS PARK AND TRAIL ASSISTANCE PROGRAM IMPLEMENTATION AGREEMENT (this "Agreement") is made by and between the CITY OF LAS VEGAS, NEVADA, a Nevada charter city ("City") and OUTSIDE LAS VEGAS FOUNDATION, a Nevada non-profit 501 (c) 3 corporation, doing business as Get Outdoors Nevada (the "Foundation"). The City and Foundation are sometimes collectively referred to herein as the "Parties."

This Agreement is effective on the date of approval by the City and Foundation, whichever date is later, as long as approval by one is within 30 calendar days of approval by the other (the "Effective Date").

RECITALS

WHEREAS, the City has planned and implemented a network of parks, trails and open spaces within the corporate boundaries of the City; and

WHEREAS, the City seeks to support community-inspired efforts in City parks and trails; and

WHEREAS, the priorities of the City include, among other things, developing sustainable, livable neighborhoods, and citizen engagement; and

WHEREAS, the City encourages the use of trails, open spaces, parks and community gardens which promote healthier lifestyles of its residents, provide healing spaces, provide routes for alternative modes of transportation and strengthen a citizen's perception of a community in a neighborhood; and

WHEREAS, the City desires the development of a citizen driven park and trail assistance program concurrent with outreach to local residents, community organizations and businesses; and

WHEREAS, Foundation serves as a gateway connecting the community and visitors to Nevada's landscapes, urban trails and recreational spaces through the transformative value of programs in education, volunteerism, outreach and collaboration; and

WHEREAS, Foundation has implemented an engagement program to support City parks and trails; and

WHEREAS, the City desires to obligate Foundation to perform certain services as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. TERM. The term of this Agreement ("Term") shall commence on July 1, 2021 (the "Effective Date"), and terminate on June 30, 2022 (the "Expiration Date"), unless sooner terminated by the City, as provided in Section 9 hereof. The City shall have the option to extend this Agreement provided that Foundation is not in default and has completed its obligations to the City's satisfaction. The City agrees to provide written notice to extend at least 90 days prior to the Expiration Date.

2. SCOPE OF AGREEMENT. The City hereby agrees to engage Foundation to implement a community engagement program to serve City parks throughout the corporate boundaries of the City. Such services will be implemented during the Term, as set forth below. The Program objectives to be attained by Foundation during this period include:

A. Oversight of the Volunteer in Parks ("VIP") program in City neighborhood parks.

(1). Conduct a minimum of 2 volunteer events per City Council Ward (six total) annually with an additional 6 events to be selected by the Department of Parks and Recreation, including playground community builds, tree plantings, and/ or special events.

(2). Select City parks in coordination with the City Council office and the Department of Parks and Recreation.

(3). Coordinate a volunteer appreciation event for approximately 100 volunteers prior to the end of the volunteer season in June.

B. Coordination of Healing Garden events.

(1). Organize two volunteer events to include garden maintenance and planting events in March (for spring) and in September (for fall) in preparation for the October 1 Remembrance.

C. Coordination of Native Habitat Gardens in City parks.

(2). Plan Native Habitat program dimensions, locations, and maintenance in coordination with the City's urban forester.

(3). Pilot and construct one native habitat in a City park.

D. Coordinate youth programming activities for youth participating in City recreation programming.

(1). Plan youth program dimensions, locations, topics, and logistics with Parks and Recreation staff.

(2). Pilot and conduct approximately 20 hours of youth programs and field trips.

E. Oversight of marketing and advertising for Foundation/City partnership.

(1). Develop a detailed work plan in coordination with the Department of Parks and Recreation that includes outreach and marketing components.

(2). Maintain a searchable database of all volunteers who attend that can be organized and searched by City Council Ward in a commonly used format (i.e. Microsoft Excel or similar).

(3). Recruit residents and businesses to become more involved in City parks.

3. SCHEDULE OF PERFORMANCE AND DELIVERABLES. Foundation agrees to perform tasks identified in Section 2 by no later than June 30, 2022. The City and Foundation agree that the schedule may be mutually amended by written amendment to be executed by the Executive Director of Foundation and the City Manager of the City. If the changes contemplated by an amendment shall exceed the monetary costs of $25,000, or, if in the reasonable determination of the City Manager, the changes are deemed material, the City Manager may recommend that the amendment be approved by the City Council of the City.

4. MONTHLY REPORTS. The Foundation agrees to submit a monthly report to the City that shall be due on or by the close of the first full week of each month throughout the Term (each, a "Monthly Report"). Each Monthly Report shall include, among other things: (i) status updates on work performed on the community engagement and volunteer program; (ii) Donations received; (iii) volunteer events; (iv) maintenance activities at each event; (v) a safety assessment notating incidents of graffiti and other signs of a deteriorating community as a result of increased criminal activities.

All Monthly Reports shall be submitted to the attention of the Director of Parks and Recreation, 451 East Bonanza Road, Las Vegas, NV, 89101.

5. COMPENSATION. In consideration of the services to be performed and the materials to be provided by the Foundation, the City agrees to compensate Foundation the total sum of SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00) for the Term. The compensation will be used by Foundation to manage the community engagement and volunteer program. The annual payment will be made from the City to the Foundation within 60 days after the Effective Date. Should the Agreement be terminated prior to its natural expiration for any reason, any unspent funds shall be property returned by the Foundation to the City.

6. PRESENTATIONS TO CITY; PRESS RELEASES. The Foundation agrees to make presentations to the Las Vegas City Council, other City boards and/or commissions, and City staff members as reasonably requested by the City. Foundation agrees that it will not make issue or disburse any press release, news story, article, or other similar items regarding the Community Engagement and Volunteer Program to the public without the prior approval of the City, which shall not be unreasonably withheld, conditioned, or delayed. The Foundation agrees to cooperate with the City's Public Information Officers regarding the content of the press releases prior to issuance.

7. INDEMNITY. The Foundation agrees to indemnify, defend, and hold harmless the City, its elected officials, officers, employees, and agents against any damages, costs, expenses, fees (including attorney fees) incurred by the City in any claim, suit or proceeding instituted against the City as it relates to the Foundation's performance under this Agreement. The Foundation's obligation to indemnify shall be conditioned upon the prompt notice of an asserted claim for which indemnification may be sought and upon the City's right to intervene and participate, at its own expense, in defense of the claim.

8. INSURANCE. Foundation shall procure and maintain, at its own expense, during the Term, the following coverages:

A. Industrial/Worker's Compensation Insurance, where required by law and if Foundation has employees other than owners, protecting Foundation and the City from potential claims based upon job-related sickness, injury or accident, during the performance of this Agreement, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers" compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.

B. Commercial General Liability Insurance (bodily injury, property damage) with respect to the Foundation's agents assigned to the activities performed under this Agreement 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 Insurance General Liability insurance form.

C. Commercial Automobile Liability Insurance of limits not less than $1,000,000.00 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 Foundation and any auto used to the performance of services under this Agreement. The policy must insure all vehicles owned by Foundation and include coverage for hired and non-owned vehicles.

The City, its elected officials, officers, employees, and agents shall be named as additional insureds and such notation shall appear on an endorsement to the certificate of insurance furnished by Foundation'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. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by Foundation, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

If Foundation fails to carry the required insurance, the City may (i) order Foundation to stop further performance hereunder, declare Foundation in breach pursuant to Section 9, and terminate the Agreement if the breach is not remedied, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to Foundation, or charge the replacement insurance costs back to Foundation.

9. DEFAULT AND TERMINATION. The City may by written notice of default to Foundation, terminate this Agreement in whole or in part if Foundation fails to:

A. Perform the services and/or submit the deliverable(s) within the time specified in the Agreement; and

B. Perform any of the provisions required of this Agreement.

Termination of this Agreement shall be effective upon Foundation's receipt of the written notice of Foundation's default. Upon termination of this Agreement, Foundation shall not be authorized to represent City and all rights provided to Foundation hereunder shall cease. Notwithstanding anything to the contrary herein contained, Producer shall have 30 days to cure said default.

10. AUDIT OF RECORDS.

A. The Foundation agrees to maintain the financial books and records (including supporting documentation) pertaining to this Agreement according to standard accounting principles and procedures. The books and records shall be maintained for a period of three years after completion of this Agreement, except that books and records which are the subject of an audit finding shall be retained for three years after such finding has been resolved. If Foundation goes out of business, Foundation shall forward the books and records to the City to be retained by the City for the period of time required herein.

B. The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy or transcribe) the books and records of Foundation pertaining to the performance of the Agreement during normal business hours. The City will provide prior written notice to Foundation of the audit and inspection. If the books and records are not located within Clark County, Foundation agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, Foundation may elect to reimburse the City for the costs of travel to inspect and audit the books and records at Foundation's office. If the books and records provided to the City are incomplete, Foundation agrees to remedy the deficiency after written notice thereof from the City and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit Foundation's office. Foundation's failure to remedy the deficiency shall constitute a material breach of this Agreement.

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

12. ASSIGNMENT. Nothing in this Agreement precludes Foundation from assigning its rights under this Agreement provided, however, that Foundation may not assign its rights under this Agreement without first obtaining the written consent of the city, which consent may not be unreasonably withheld, conditioned or delayed.

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

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

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

16. ENTIRE CONTRACT, SECTION AND PARAGRAPH HEADINGS. This Agreement represents the entire and integrated agreement between the City and Foundation. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

17. NOTICES. All notices required or permitted under this Agreement shall be given in writing and shall be validly given only if (a) received by the party to whom it was directed by hand delivery or personal service; or (b) deposited with the United States Post Office, registered or certified mail, postage prepaid, return receipt requested, and addressed to the party to be notified at the address for such party, (c) deposited with a nationally recognized courier service such as FedEX, keeping records of deliveries and attempted deliveries and addressed to the party to be notified at the address for such party; or (d) an electronic record sent to the email address of the recipient stated in this Section. Service by mail or courier shall be conclusively deemed made upon receipt or on the first business day delivery is attempted. Email notices shall be effective when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section. Either party hereto may change its address by giving 10 days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

If to the City: City of Las Vegas
495 S. Main Street
Las Vegas, Nevada 89101
Attention: City Manager
E-mail: jcervantes@lasvegasnevada.gov

with copy to: City Attorney
City Hall, 6th Floor
495 South Main Street
Las Vegas, NV 89101
Phone: (702) 229-6629
Email: jridilla@lasvegasnevada.gov

If to Foundation: Outside Las Vegas Foundation
d/b/a Get Outdoors Nevada
21 N. Pecos Rd., Suite 106
Las Vegas, Nevada 89101
Attention: Executive Director
Fax: (702) 263-8111
Email: rbergren@getoutdoorsnevada.org

18. APPLICABLE LAW. This Agreement has been delivered and accepted in, and shall be a contract made under and shall be entered into and governed by the laws of the State of Nevada. Any action or proceeding against either party arising out of or relating to this Agreement shall be instituted only in federal or state court in Clark County, Nevada having jurisdiction, and each party waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, and each party hereby irrevocably submits to the jurisdiction of any such court in any suit, action, or proceeding.

19. COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date as defined herein.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Date of City Council Approval: _____

Attest:

By: _____
LuAnn D. Holmes, MMC
City Clerk

Approved as to Form:

By: John S. Ridilla 6/10/21
John S. Ridilla Date
Deputy City Attorney

OUTSIDE LAS VEGAS FOUNDATION d/b/a GET OUTDOORS NEVADA

By: _____

Printed Name: _____

Title: _____

Date: _____

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
21

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve an Agreement between the Commission for the Las Vegas Centennial and the City of Las Vegas Acting By and Through its Office of the City Clerk (Project Number: 21-0284-CLC1) for the costs associated with digitizing historical material stored at the facility that includes approximately one hundred sixteen thousand (116,000) photographs, negatives and slides depicting life in Las Vegas and Nevada that date from 1905 to the early 2000s ($105,317.60 - License Plate Revenue)

FISCAL IMPACT:
Budget Funds Available
Amount: $105,317.60
Funding Source: License Plate Revenue
Dept./Division: Commission for the Las Vegas Centennial

PURPOSE/BACKGROUND:
A funding request in the amount of $105,317.60 was approved by the Commission for the Las Vegas Centennial at the May 24, 2021 Commission meeting, for the digitization of historical photographs, negatives, and slides currently stored at the city's Archives and Records Center. Costs include transportation to digitization center, digitization, pre and post-conversion storage space, and post-conversion file transfers.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Centennial Grant Agreement with The City of Las Vegas Acting By and Through its City Clerk's Office including Exhibit A (budget)

CENTENNIAL GRANT AGREEMENT
WITH
CITY OF LAS VEGAS ACTING BY AND THROUGH ITS OFFICE OF THE CITY CLERK
PROJECT NUMBER: 21-0284-CLC1

THIS CENTENNIAL GRANT AGREEMENT ("Agreement") is made by and between the COMMISSION FOR THE LAS VEGAS CENTENNIAL, a Nevada nonprofit corporation (the "Commission"), and CITY OF LAS VEGAS ACTING BY AND THROUGH ITS CITY CLERK'S OFFICE (the "Grantee"). The Commission and Grantee are sometimes collectively referred to herein as the "Parties".

This Agreement is effective on the date signed by the Commission and Grantee, whichever date is later, as long as the date signed by the second party is within thirty (30) calendar days of signature by the first party (the "Effective Date").

RECITALS:

WHEREAS, in 2001, the Nevada Legislature passed legislation as codified in NRS 482.7903 which authorized the design, preparation and issuance of special license plates to commemorate the 100th anniversary of the founding of the city of Las Vegas; and

WHEREAS, the fees from the sale of the specialized commemorative license plates are distributed to the city of Las Vegas to be used to pay for projects relating to the commemoration of the history of the City of Las Vegas (the "City"), including, without limitation, historical markers, tours of historic sites, and improvements to or restoration of historic buildings and structures; and

WHEREAS, the Commission was created by the City to oversee the distribution of the fees on behalf of the City in accordance with NRS 482.7903; and

WHEREAS, the Grantee has submitted a Centennial Grant application requesting Centennial grant funds to be used for the digitization of historical material currently stored at the City of Las Vegas Archives and Records Center, located at 2825 Ronemus Drive, Las Vegas, NV 89128 (the "ARC"). Funding components include the following: (a) digital conversion of photographs and paper clippings; (b) digital conversion of 35 mm film, frames and film negatives; (c) costs for cloud-based server and platform usage; (d) costs for cloud-based server and platform file transfers; (e) costs for pre and post conversion physical storage; and (f) costs for post conversion digital purge; and

WHEREAS, the Commission desires to provide Centennial Grant funds to fund the costs associated with digitizing historical material currently stored at the ARC to be completed by July 31, 2022; and

WHEREAS, the Commission desires to provide Centennial Grant funds to support the ARC subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Commission and the Grantee agree as follows. The foregoing Recitals shall be incorporated herein as though fully set forth below.

AGREEMENT

1. GRANT AMOUNT. Subject to the terms of this Agreement, the Commission hereby grants and the Grantee hereby accepts a grant in the amount of ONE HUNDRED AND FIVE THOUSAND AND THREE HUNDRED AND SEVENTEEN DOLLARS AND SIXTY CENTS ($105,317.60) (the "Centennial Funds") to be used for the costs associated with digitizing historical material currently stored at the ARC.

2. ELIGIBLE COSTS. The Grantee agrees that the Centennial Funds shall be used specifically for expenses relating to the digitization of historic material currently stored at the ARC (the "Eligible Costs") as more specifically described on the Budget attached to this Agreement as Exhibit A and incorporated herein. The Grantee agrees that any expenses not listed on Exhibit A are deemed ineligible for reimbursement and shall be the responsibility of the Grantee (unless otherwise approved by the Commission). In addition, any costs in excess of the amount of the Centennial Funds shall be the responsibility of the Grantee and not the Commission.

3. PAYMENT TO GRANTEE. The Commission agrees to reimburse the Grantee for Eligible Costs incurred by the Grantee up to the maximum amount of the Centennial Funds. In order to receive a payment of the Centennial Funds, the Grantee agrees to submit to the Executive Director of the Commission a request for a disbursement of Centennial Funds with copies of invoices, receipts, cancelled checks and/or other related documents which evidence the Eligible Costs. The Executive Director shall review and request further documentation as deemed reasonably necessary by the Executive Director to determine that such expenses constitute Eligible Costs. The Commission will make payment within thirty (30) calendar days of receipt of a request for a disbursement of Centennial Funds unless the Executive Director reasonably determines that further documentation and review is required.

4. TERM. The term of this Agreement shall commence when this Agreement is formally executed by the Commission and shall remain in effect until the amount of the Centennial Funds granted herein have been disbursed in total to the Grantee and the "Final Report" (defined in Section 6 below) has been submitted and approved by the Commission.

5. CENTENNIAL RECOGNITION. Grantee agrees to acknowledge the Centennial Commission as a contributing sponsor of the Project, with signage on/at the Project, and in its advertisements, printed materials, television, radio and electronic medium as a supporter of the Project. Grantee will also include a statement that the Project is funded by sales of the Las Vegas License Plate. The Centennial Commission reserves the right to disapprove of any signage and/or material and, if Centennial Commission disapproves of any signage and/or material, the Grantee agrees to cease the display, publication and distribution of the materials until finally approved by Centennial Commission.

6. FINAL REPORT TO COMMISSION. Within ninety (90) calendar days of the completion of the Project, the Grantee agrees to submit a report to the Commission ("Final Report") which Final Report will include (a) an accounting of the expenditures incurred by the Grantee, including a detailed report of how the Centennial Funds were used; and (b) the elements of the commemoration of the history of Las Vegas.

7. APPLICABLE LAW AND STATUTES. The Grantee shall comply with all applicable federal, state and local laws and regulations. This includes obtaining any and all necessary permits or licenses from the City or any other relevant entity or agency. The Commission represents that this Agreement complies with all applicable federal, state and local laws and regulations including, without limitation, NRS 482.7903.

8. INSURANCE. The Grantee is self-insured. This self-insured liability program is established through a funded reserve system appropriately known as the "Self-Insurance Liability Trust Fund" and is

supported by an annual budgetary allocation. Grantee shall provide the Commission insurance at least equal to the insurance to which the Commission would be entitled as an additional insured had Grantee purchased General Liability and Automobile Liability Insurance each in an amount of not less than Two Million Dollars ($2,000,000) combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. Nothing herein shall be deemed to insure the Commission against their sole negligence or willful misconduct.

9. INDEMNIFICATION. Notwithstanding any of the insurance required set forth in this Agreement, the Grantee shall protect, indemnify and hold the Commission, its working groups, directors, officers, employees and agents harmless from and against any and all third party claims, liabilities, losses, suits, actions, decrees and judgments ("Claims") which may be recovered from or sought against the Commission, as a result of, by reason of, or as a consequence of, any negligent act or omission or breach of this Agreement on the part of Grantee, its directors, officers, employees, agents or anyone acting on behalf of Grantee in the performance of the terms, conditions and covenant of this Agreement. The Grantee's indemnification obligation hereunder shall be subject to (i) receiving prompt written notice of the existence of any Claim; (ii) permitting the Commission to participate (but not control), at its own cost, in the defense of any Claim; and (iii) receiving full cooperation of the Commission in the return thereof.

10. TERMINATION FOR DEFAULT. The Commission shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any cause including, but not limited to, the failure of the Grantee to perform this Agreement in accordance with its terms. Such termination shall be effected by providing thirty (30) calendar days prior written notice from the Commission to Grantee, specifying the extent and effective date of the termination. Upon termination of this Agreement, the Commission shall not be responsible to the Grantee for any further payments from the Centennial Grant provided by this Agreement and the Grantee agrees not to request any payment of the Centennial Grant funds provided herein.

11. INDEPENDENT CONTRACTOR. The Grantee is deemed to be an independent contractor under this Agreement and shall not be deemed a partner, joint venture, or employee of the Commission.

12. WARRANTY. The Grantee warrants that all services performed are in accordance with current, sound and generally accepted industry practices in the appropriate fields and that the services are in conformance with any specification/statement of work contained or referenced in this Agreement.

13. FORCE MAJEURE. The Grantee is excused from performance by acts of God, epidemics, pandemics, government restrictions including mandatory or voluntary restrictions, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government.

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

15. SEVERABILITY. In the event of any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.

16. NOTICE. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3)

business days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (d) an electronic record sent by e-mail pursuant to NRS 719.240. Either party hereto may change its address by giving ten (10) business days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

If to the Commission:	Commission for the Las Vegas Centennial c/o Diane Siebrandt 495 S. Main Street Department of Planning Las Vegas, NV 89101 dsiebrandt@lasvegasnevada.gov (702) 229-2476
If to the Grantee:	Office of the City Clerk – City of Las Vegas c/o Patricia Cabrera 495 S. Main Street Office of the City Clerk Las Vegas, NV 89101 pcabrera@lasvegasnevada.gov (702) 229-4229

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

18. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Nevada and the venue shall be in the Eighth Judicial Court in Clark County, Nevada.

19. COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof. It shall not be necessary for any counterpart to bear the signature of all Parties. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

20. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the Commission and the Grantee. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

CENTENNIAL GRANT AGREEMENT
WITH
CITY OF LAS VEGAS ACTING BY AND THROUGH
ITS CITY CLERK'S OFFICE

PROJECT NUMBER: 21-0284-CLC1

Signature Page

IN WITNESS WHEREOF, the Commission and the City of Las Vegas have executed this Agreement as of the Effective Date.

COMMISSION FOR THE
LAS VEGAS CENTENNIAL

By: _____

Carolyn G. Goodman, President

Date: _____

Attest:

By: _____

Michael Howe, Secretary

Approved as to Form:

By: John S. Ridilla 6/8/21

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY OF LAS VEGAS

By: _____

Carolyn G. Goodman, Mayor

Date: _____

Attest:

By: _____

LuAnn D. Holmes, MMC
City Clerk

Approved as to Form:

By: John S. Ridilla 6/8/21

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Exhibit A

LVCC Grant Budget Worksheet
Opportunity Village, ARC
March 22, 2021

Personnel (List by type of labor and include hourly rates of all individuals working on the grant project). Include salaries & wages, payroll taxes and benefits and professional services.

Expense Description	Total Hours	Total Amount	Grant Request

Project Supplies & Materials (At least three (3) competitive bids must be obtained for any procurement of services that exceed $50,000. Justifications must be provided for all sole source procurements).

Expense Description	Total Amount	Grant Request

Contracted Services (Describe and attach subcontractor estimates including design/engineering).

Expense Description	Total Amount	Grant Request
Professional Services for Photograph and Paper Clippings Digital Conversion including prep and removal from container, load to reader, scan, unload from reader, return to original container, upload to computer, QC and image edits, and folder indexing. Volume: 93,000 – 139,500 images at $0.55/ ea.	$51,150.00 - $76,725.00	
Professional Services for 35mm Film, Frame, and Negative Digital Conversion including prep and removal from container, load to reader, scan, unload from reader, return to original container, upload to computer, QC and image edits, and folder indexing. Volume: 23,000 – 34,500 images at $0.55/ ea.	$12,650.00 - $18,975.00	
Professional Services for Cloud-Based Server and Platform Usage. Volume: 116,000 – 174,000 images at $0.0099/ ea.	$1,148.50 - $1,722.60	

Professional Services for Cloud-Based Server and Platform File Transfer. Volume: 116,000 – 174,000 images, 200 - 500 GB at $15.00/ ea.	$3,000.00 - $7,500.00	
Professional Services Supplemental Fees including material storage and physical hard drive.	$395.00	
Total Contracted Services	$68,343.50 - $105,317.60	

Revenue (Include all sources of project support including grant awards, private support, corporate support and LVCC grant request).

Revenue Description	**Total Amount**

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
22

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Tavern-Limited License for JIGGLY MEAT, LLC dba SOULBELLY BBQ at 1327 South Main Street, Suite #140 - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Tavern-Limited License.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

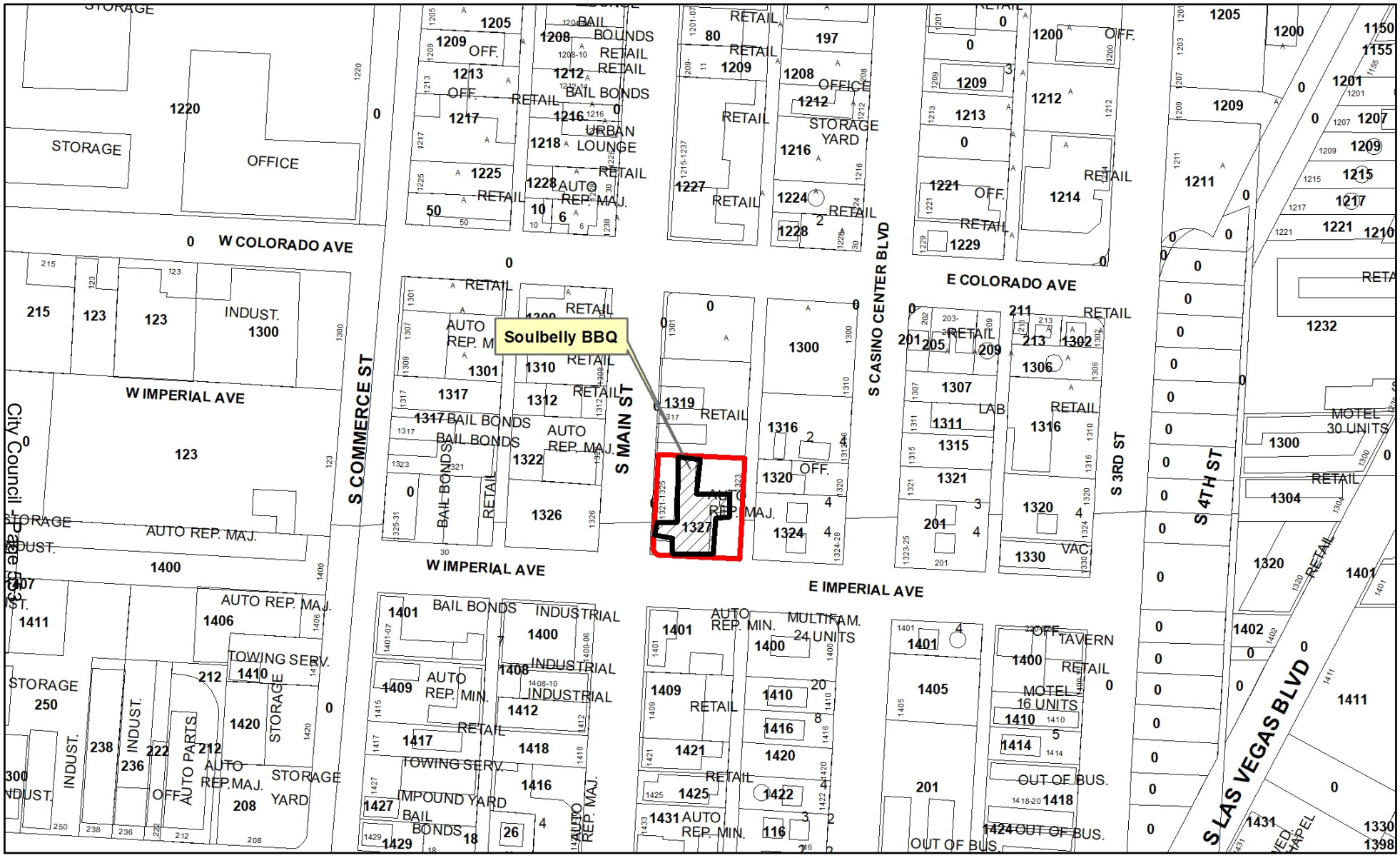
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Tavern-Limited License for JIGGLY MEAT, LLC dba SOULBELLY BBQ at 1327 South Main Street, Suite #140 - Ward 3 (Diaz)

OWNERSHIP:

JIGGLY MEAT, LLC
Bruce Kalman, Managing Member
Camarota, LLC, Member
Sarah Camarota, Managing Member
Richard Camarota, Member
Kevin Destro, Member
David Mark, Member
Vincent Yang, Member
Richard Camarota, Manager



Soulbelly BBQ

1327 South Main Street, Suite #140

Ward #3

Freeways
Subject Property
City Limits
Site Location

N

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

Date: Thursday, May 13, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: July 7, 2021

Agenda Item No.:
23

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

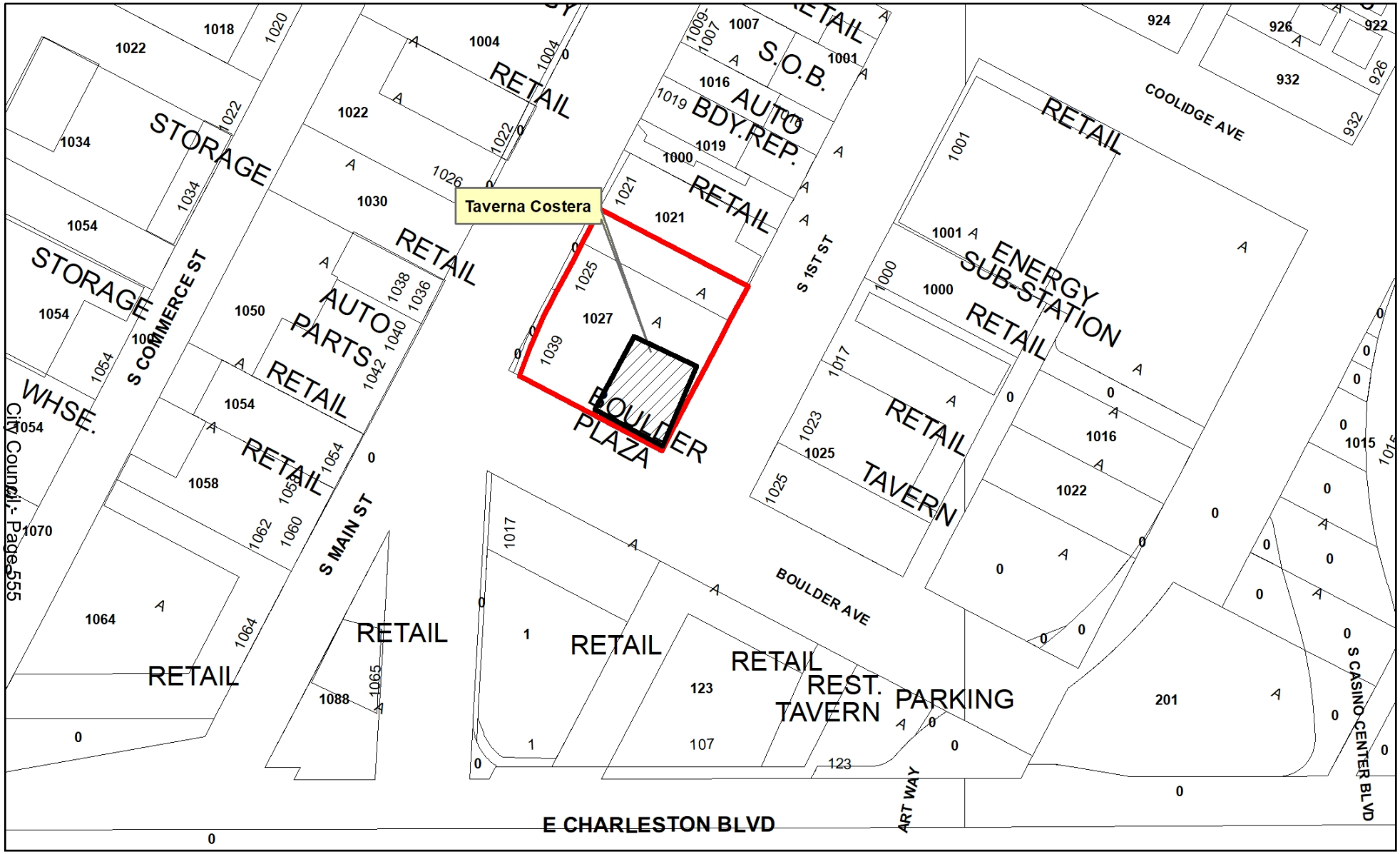
SUBJECT:
For possible action to approve a Temporary Urban Lounge License for TAVERNA IZAKAYA, LLC dba TAVERNA COSTERA at 1031 South Main Street [Jeffery John Hwang, Managing Member] - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Urban Lounge License.

RECOMMENDATION:
Staff recommends APPROVAL of a temporary urban lounge license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Location Map



City Council - Page 555

Taverna Costera
1031 South Main Street
Ward #3

Freeways
Subject Property
City Limits
Site Location

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, May 13, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
24

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Temporary Beer Wine Room License for REN PLUS THREE, INC. dba BOARD & BRUSH CENTENNIAL HILLS at 7785 North Durango Drive, Suite #125 - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Beer Wine Room License.

RECOMMENDATION:
Staff recommends APPROVAL of a temporary beer wine room license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

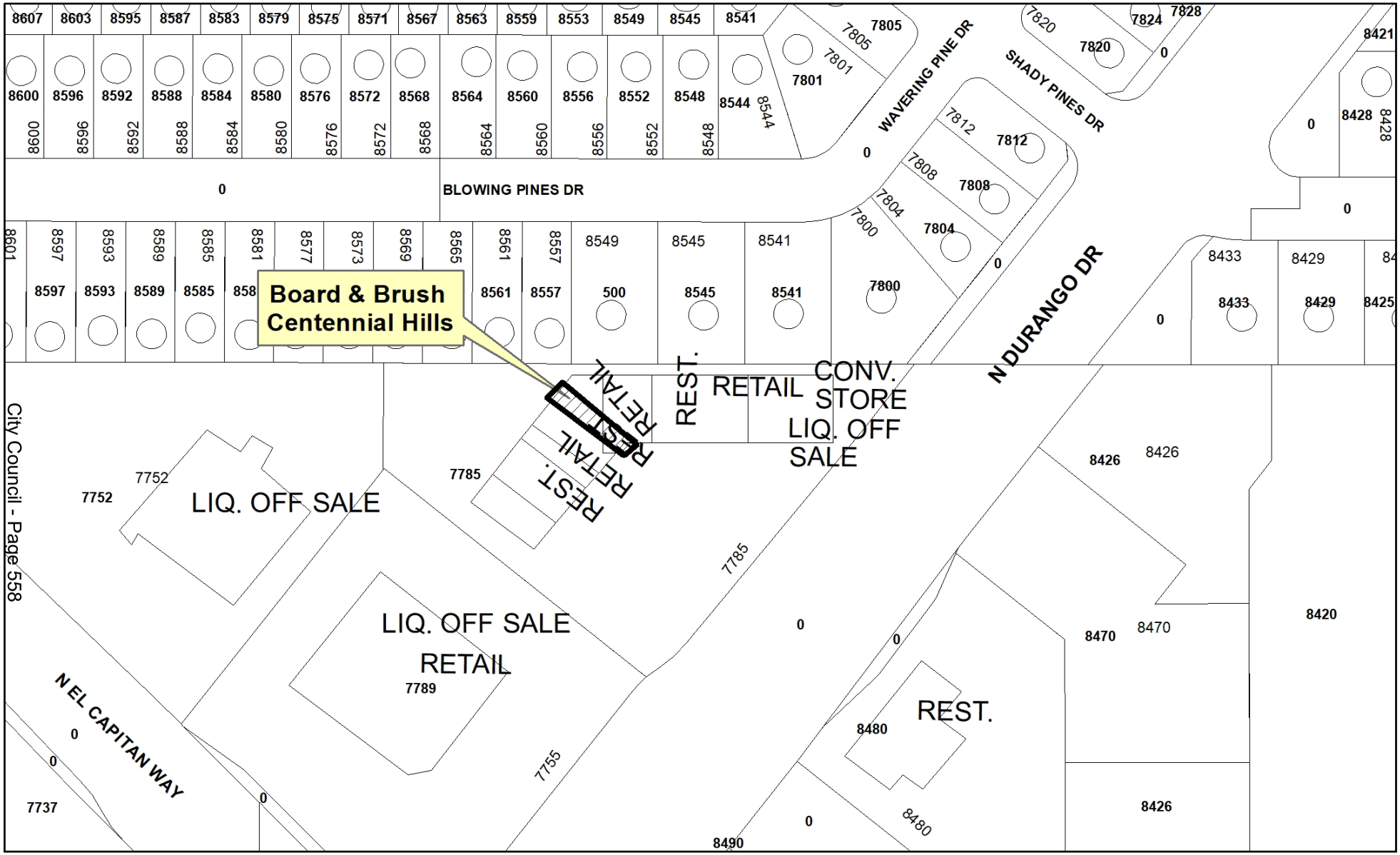
AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Temporary Beer Wine Room License for REN PLUS THREE, INC. dba BOARD & BRUSH CENTENNIAL HILLS at 7785 North Durango Drive, Suite #125 - Ward 6 (Fiore)

OWNERSHIP:

REN PLUS THREE, INC.

Ren Plus Three, Inc. 401(k) Plan, F/B/O Gina Lynn Payton, Shareholder
Eric Payton, Director, Shareholder
Gina Lynn Payton, President, Secretary, Treasurer, Director, Shareholder



Board & Brush Centennial Hills
7785 North Durango Drive, Suite #125
Ward #6

Freeways
Subject Property
City Limits
Site Location

N

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

Date: Tuesday, June 15, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: July 7, 2021

Agenda Item No.:
25

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

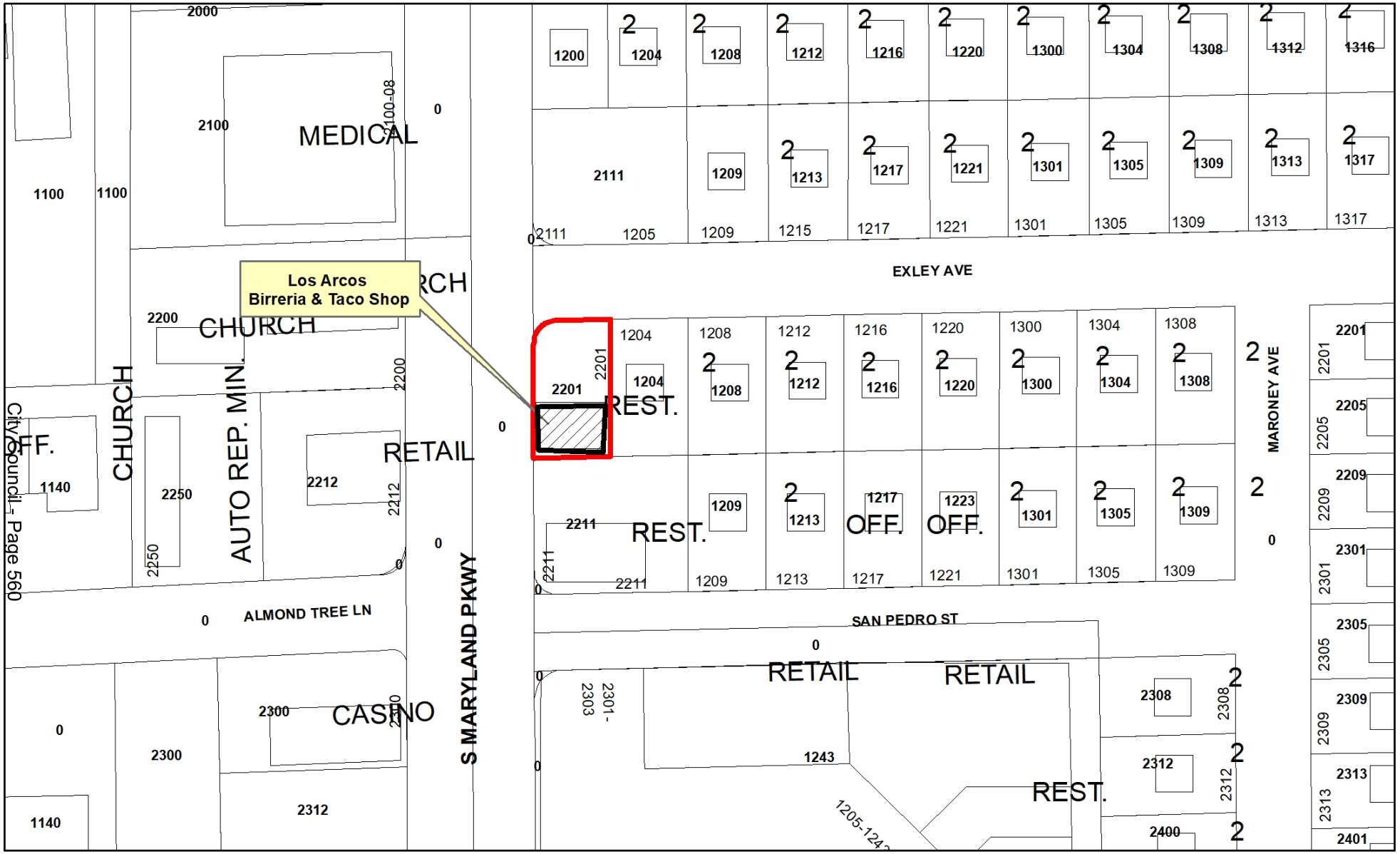
SUBJECT:
For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License for REMAR, INC. dba LOS ARCOS BIRRERIA & TACO SHOP at 2201 South Maryland Parkway [Hypatia Marena Soto-Sepulveda, President, Secretary, Treasurer, Director, Shareholder] - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License.

RECOMMENDATION:
Staff recommends APPROVAL of a temporary beer wine cooler on-sale license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Location Map



Los Arcos Birreria & Taco Shop
2201 South Maryland Parkway
Ward #3

Freeways
Subject Property
City Limits
Site Location

N

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

Date: Thursday, May 13, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
26

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

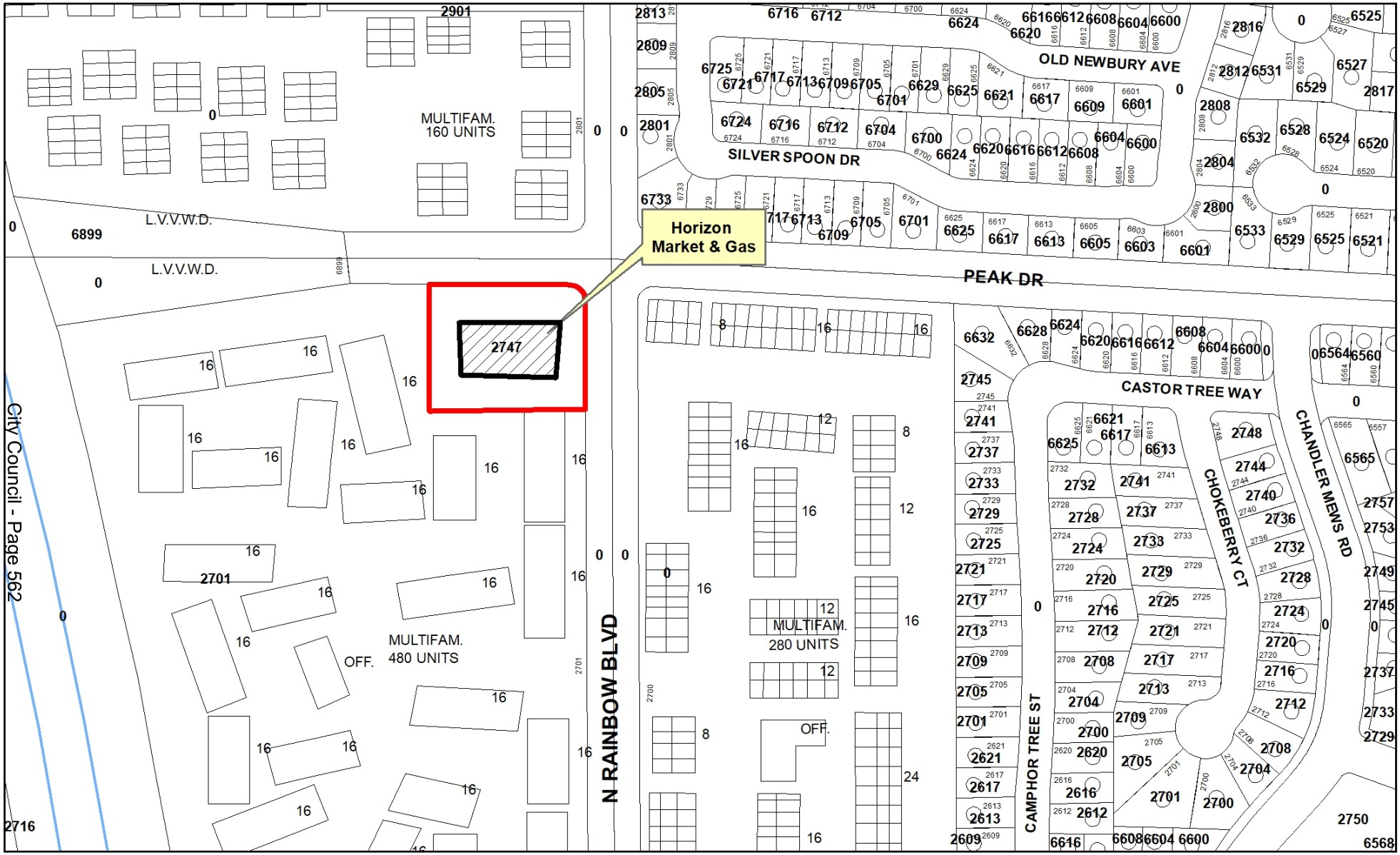
SUBJECT:
For possible action to approve a Beer/Wine/Cooler Off-Sale License for JMH HORIZON #1, LLC dba HORIZON MARKET & GAS at 2747 North Rainbow Boulevard [Jerry Hamika, Managing Member] - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Beer/Wine/Cooler Off-Sale License.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location Map



Freeways
Subject Property
City Limits
Site Location

Horizon Market & Gas

2747 North Rainbow Boulevard

Ward #5

N

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

Date: Thursday, May 13, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
27

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

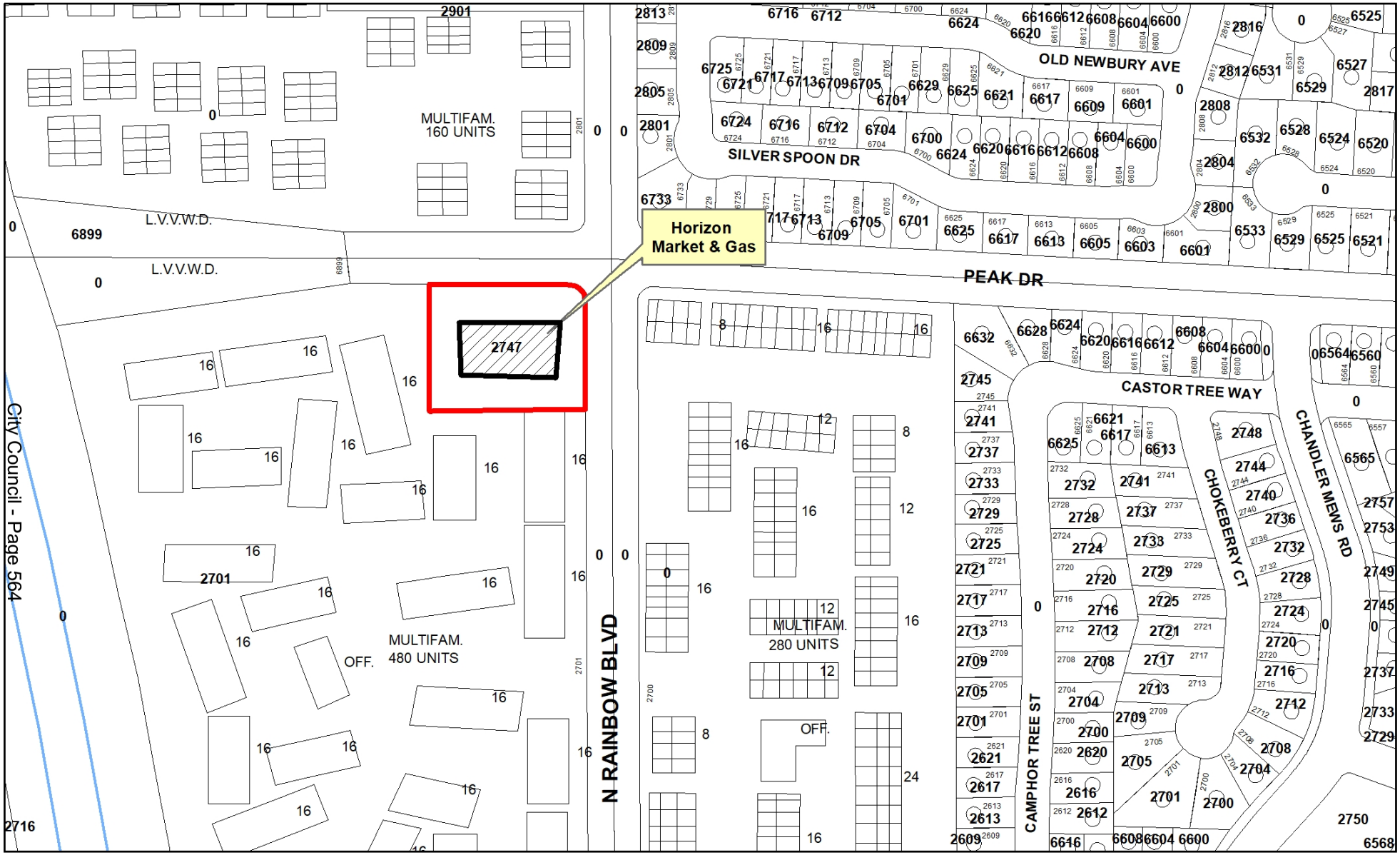
SUBJECT:
For possible action to approve a Restricted Gaming License for JMH HORIZON #1, LLC dba HORIZON MARKET & GAS at 2747 North Rainbow Boulevard [Jerry Hamika, Managing Member] - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 7 Slots.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location Map



Freeways
Subject Property
City Limits
Site Location

Horizon Market & Gas

2747 North Rainbow Boulevard

Ward #5

N

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

Date: Thursday, May 13, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
28

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract LAS23J21 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for the design of the Centennial Parkway Channel West - Farm Road, Oso Blanca to Tee Pee Project ($953,903 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Fiore)

FISCAL IMPACT:
Budget Funds Available
Amount: $953,903
Funding Source: Road and Flood CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The Centennial Parkway Channel West - Farm Road, Oso Blanca to Tee Pee Project is described in the 2018 Master Plan Update as Facility Number CNFR 0000. It is further identified in the CCRFCD's Ten-Year Construction Program with design scheduled to begin in FY 2020-2021. The proposed improvements include design of an 8' x 6' RCB and associated collection facilities along Farm Road from Oso Blanca Road to Tee Pee Lane. The CCRFCD approved this interlocal contract at their May 20, 2021 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract LAS23J21

INTERLOCAL CONTRACT
CENTENNIAL PKWY CHANNEL WEST – FARM ROAD, OSO BLANCA TO TEE PEE

THIS INTERLOCAL CONTRACT ("CONTRACT")made and entered into as of the 20th day of May, 2021 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 2018 Master Plan Update as Facility Number CNFR 0000, 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 I - SCOPE OF THE PROJECT

This INTERLOCAL CONTRACT applies to design associated with the Centennial Parkway Channel West – Farm Road, Oso Blanca to Tee Pee. The proposed improvements include design of an 8' x 6' RCB and associated collection facilities along Farm Road from Oso Blanca Road to Tee Pee Lane. The improvements shall be funded through DISTRICT funds as herein described. This PROJECT is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECT COSTS

The DISTRICT agrees to fund PROJECT costs within the limits specified below:

1. The engineering and design shall not exceed $799,903.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $2,000.

3. Environmental in an amount not to exceed $2,000.

4. Entity Design Labor in an amount not to exceed $150,000.

5. The total cost of this Contract shall not exceed $953,903 which includes all the items described in the paragraphs above.

6. 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.

7. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract must be approved by the Board to increase the total cost of the CONTRACT noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and the specifications as the funding agency.

2. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

3. The CITY, its employees, and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations in effect at the time work is performed on the PROJECT.

4. The CITY will require appropriate financial security for the construction of the PROJECT.

5. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.

6. Applicable portions of the current editions of the Clark County Regional Flood Control District's Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.

7. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.

8. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.

9. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for PROJECT costs as outlined in SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

    a. Predesign Engineering
    b. Design Engineering
    c. Entity Design Labor
    d. Right-of-way
    e. Environmental
    f. Emergency Action Plan
    g. Flood Map Revision
    h. Construction
    i. Construction Management
    j. Entity Construction Management Labor
    k. Landscape Construction
    l. Other

10. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final PROJECT approval and payment. Following the three year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media, or an electronic format.

11. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after PROJECT completion.

12. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this CONTRACT which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.

13. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to May 30, 2024. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

15. This CONTRACT may be executed in multiple counterparts, each of which shall be deemed an original CONTRACT and each of which shall constitute one and the same CONTRACT. The counterparts of this CONTRACT may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the Parties have caused this 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: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to form

By: John S. Ridilla 6/10/21
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

May 20, 2021

Regional Flood Control District

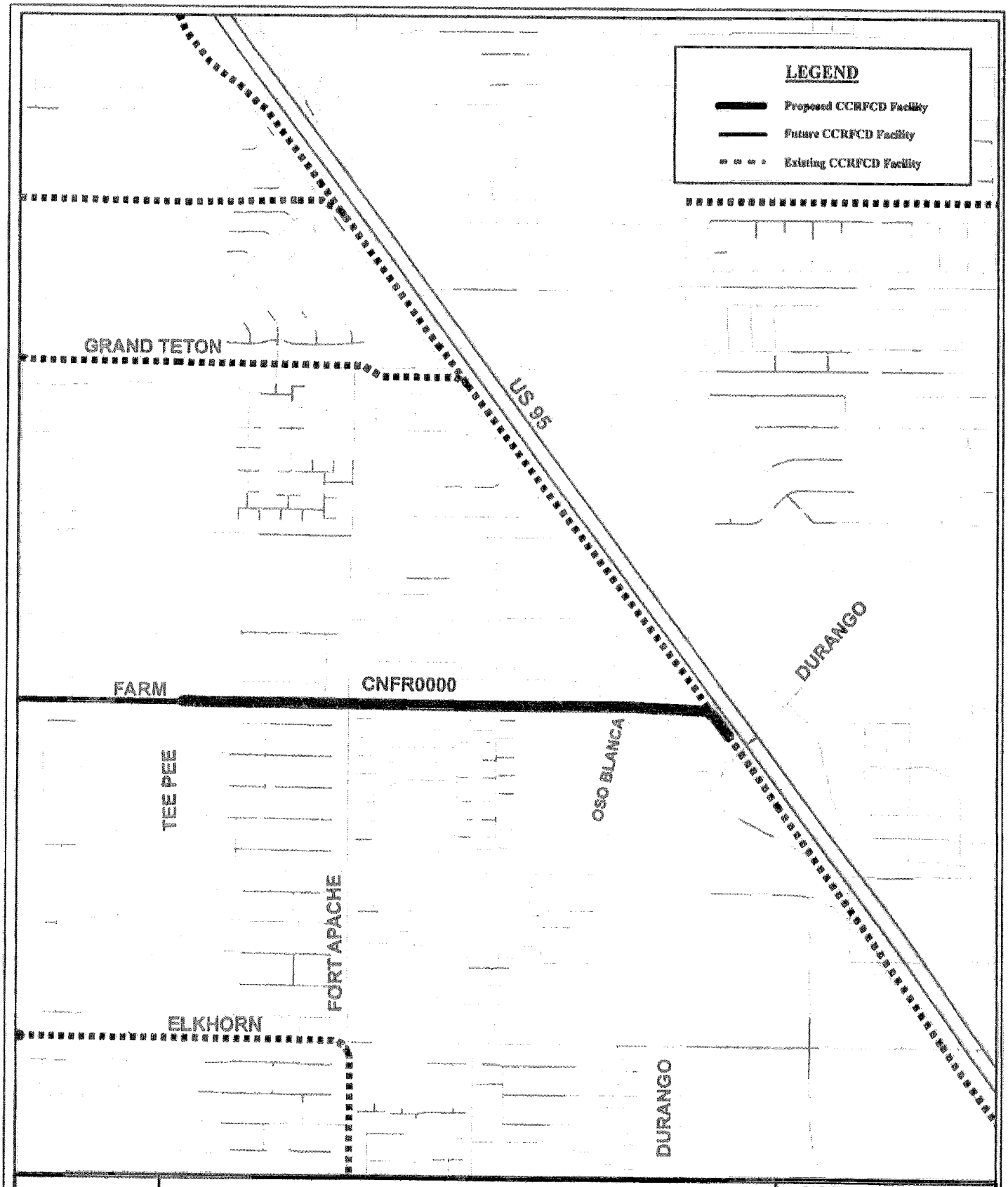
By: Debra March
Debra March (May 25, 2021 15:32 PDT)
DEBRA MARCH,
Chair

Attest

By: Tammy D. McMahan
for Deanna Hughes
Secretary to the Board

Approved as to Form

By: Christopher Figgins
Christopher Figgins (May 24, 2021 08:39 PDT) May 24, 2021
Christopher Figgins Date
RFCD Attorney



Flood Control Planning

EXHIBIT A
CENTENNIAL PKWY CHANNEL WEST -
FARM ROAD, OSO BLANCA TO TEE PEE
(LAS23J21)

SCALE: 1:12,000
DRAWING NAME: LAS23J21_CENT_PKWY_FARM_OSOBLANCA
DRAWN BY: C. JONES
DATE: 4/14/2021
SHEET NUMBER 1 OF 1

Document Path: N:\EXHIBIT_PROJECTS\RFCD\Flood2015_RFCD_EKA_Template_PROP\Flood2015_RFCD_EKA_Template_PRO.aprx

Due to continuous development activity, this map is for reference only.

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
29

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract LAS32A21 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for the design of the Las Vegas Wash - Iron Mountain, Bradley to Decatur Project ($302,000 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Fiore)

FISCAL IMPACT:
Budget Funds Available
Amount: $302,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The Las Vegas Wash - Iron Mountain, Bradley to Decatur Project is described in the 2018 Master Plan Update as Facility Number IRMO 0000. It is further identified in the CCRFCD's Ten-Year Construction Program with design scheduled to begin in FY 2020-2021. The proposed improvements include design of an 8' x 8' RCB and associated collection facilities along Iron Mountain Road from Bradley Road to Decatur Boulevard. The CCRFCD approved this interlocal contract at their May 20, 2021 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract LAS32A21

INTERLOCAL CONTRACT
LAS VEGAS WASH – IRON MOUNTAIN, BRADLEY TO DECATUR

THIS INTERLOCAL CONTRACT ("CONTRACT")made and entered into as of the 20th day of May, 2021 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 2018 Master Plan Update as Facility Number IRMO 0000, 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 I - SCOPE OF THE PROJECT

This INTERLOCAL CONTRACT applies to design associated with the Las Vegas Wash – Iron Mountain, Bradley to Decatur. The proposed improvements include design of an 8' x 8' RCB and associated collection facilities along Iron Mountain Road from Bradley Road to Decatur Boulevard. The improvements shall be funded through DISTRICT funds as herein described. This PROJECT is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECT COSTS

The DISTRICT agrees to fund PROJECT costs within the limits specified below:

1. The engineering and design shall not exceed $248,000.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $2,000.

3. Environmental in an amount not to exceed $2,000.

4. Entity Design Labor in an amount not to exceed $50,000.

5. The total cost of this CONTRACT shall not exceed $302,000 which includes all the items described in the paragraphs above.

6. 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.

7. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract must be approved by the Board to increase the total cost of the CONTRACT noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and the specifications as the funding agency.

2. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

3. The CITY, its employees, and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations in effect at the time work is performed on the PROJECT.

4. The CITY will require appropriate financial security for the construction of the PROJECT.

5. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.

6. Applicable portions of the current editions of the Clark County Regional Flood Control District's Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual, and Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.

7. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.

8. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.

9. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for PROJECT costs as outlined in SECTION II - PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:

    a. Predesign Engineering
    b. Design Engineering
    c. Entity Design Labor
    d. Right-of-way
    e. Environmental
    f. Emergency Action Plan
    g. Flood Map Revision
    h. Construction
    i. Construction Management
    j. Entity Construction Management Labor
    k. Landscape Construction
    l. Other

10. Accurate documentation of all work performed and payments made will be PROJECT by the CITY for a period of three (3) years in hard copy form after final project approval and payment. Following the three year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media, or an electronic format.

11. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after PROJECT completion.

12. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this CONTRACT which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.

13. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to May 30, 2024. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

15. This CONTRACT may be executed in multiple counterparts, each of which shall be deemed an original CONTRACT and each of which shall constitute one and the same CONTRACT. The counterparts of this CONTRACT may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the Parties have caused this 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: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to form

By: John S. Ridilla 6/10/21
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

May 20, 2021

Regional Flood Control District

By: Debra March
Debra March (May 25, 2021 15:31 PDT)
DEBRA MARCH,
Chair

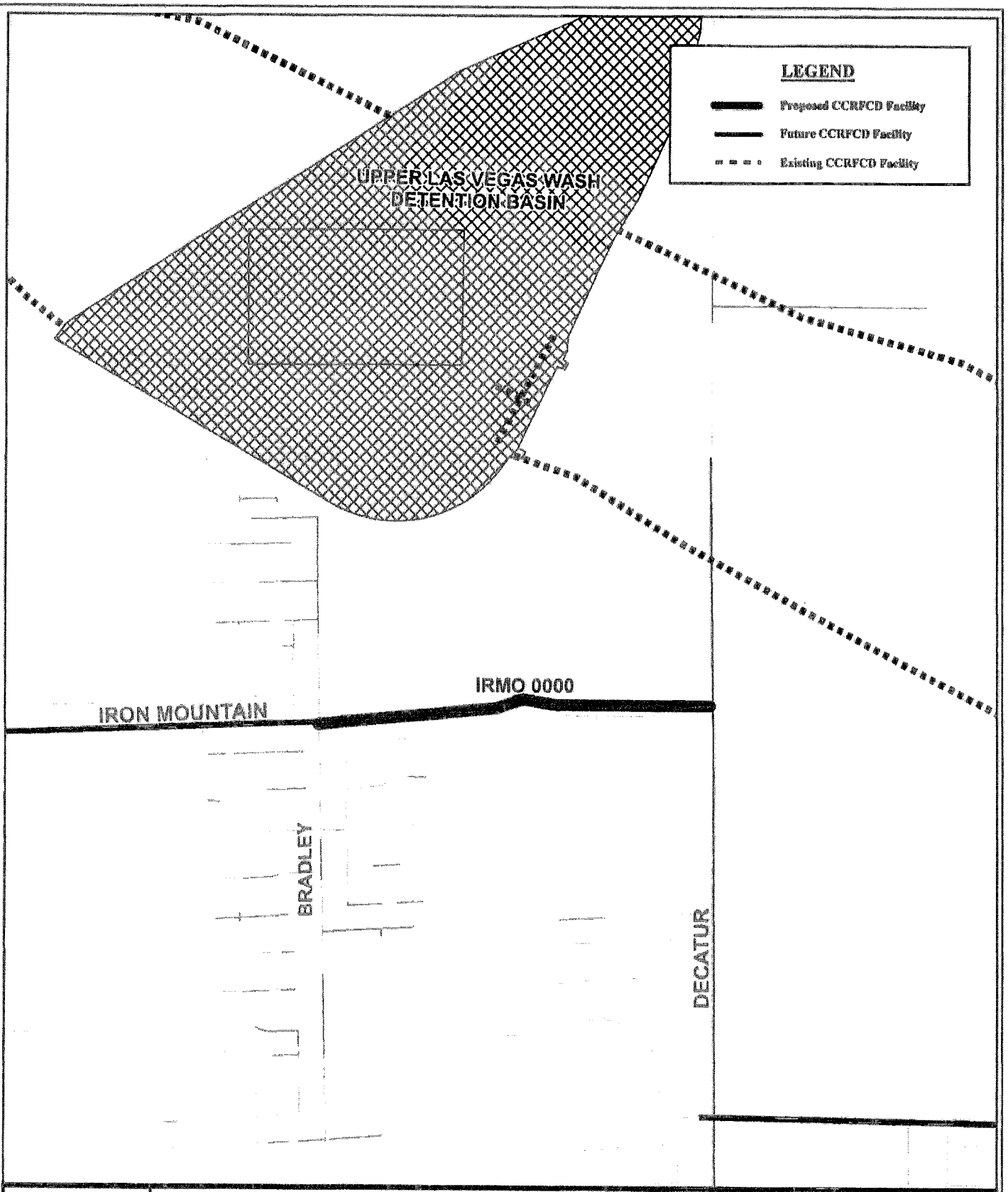
Attest

By: Tammy D. McMahan
for Deanna Hughes
Secretary to the Board

Approved as to Form

By: Christopher Figgins
Christopher Figgins (May 24, 2021 08:36 PDT)
Christopher Figgins Date
RFCD Attorney

May 24, 2021



Flood Control Planning

EXHIBIT A
LAS VEGAS WASH - IRON MOUNTAIN, BRADLEY TO DECATUR
(LAS32A21)

SCALE: 1:10,000
DRAWING NAME: LAS32A21_LAS VEGAS WASH_IRON MOUNTAIN
DRAWN BY: C. JONES
DATE: 4/14/2021
SHEET NUMBER 1 OF 1

Document Path: N:\EXHIBIT_PROJECTS\RFCD\Flood\2021_RFCD_ExA_Template_PRO\Flood2021_RFCD_ExA_Template_PRO.aprx

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AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
30

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Second Supplemental Interlocal Contract LAS29F20 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to decrease funding from $49,388,989 to $44,039,173 for construction of the Flamingo - Boulder Highway North, Charleston - Boulder Highway to Maryland Parkway and Maryland Parkway System - Wards 3 and 5 (Diaz and Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On May 21, 2020, the CCRFCD entered into an interlocal contract with the CLV to provide funding for the construction, construction management and entity construction management labor cost for the Flamingo - Boulder Highway North, Charleston - Boulder Highway to Maryland Parkway and Maryland Parkway System. The First Supplemental Interlocal Contract increased project funding. This Second Supplemental Interlocal Contract will decrease project funding from $49,388,989 to $44,039,173. Decrease of funding is due to favorable bid. The CCRFCD approved this interlocal agreement at their May 20, 2021 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Second Supplemental Interlocal Contract LAS29F20

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT
FLAMINGO – BOULDER HIGHWAY NORTH, CHARLESTON – BOULDER HWY TO MARYLAND PKWY AND MARYLAND PKWY SYSTEM

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT ("CONTRACT") made and entered into as of the 20th day of May, 2021 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 2018 Master Plan Update as Facility Number FLBN 0170, 0180, 0205, 0275, and 0280 and FLMP 0000, 0013, 0042, and 0068, 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.

WHEREAS, the Interlocal Contract dated May 21, 2020 and First Supplemental Interlocal Contract dated January 14, 2021 were entered into between the DISTRICT and the CITY; and,

WHEREAS, the City desires to decrease project funding.

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 - PROJECT COSTS shall be revised to read as follows:

The DISTRICT agrees to fund PROJECT costs within the limits specified below:

1. Construction Management at a cost not exceed $1,752,160.00.

2. Construction at a cost not to exceed $41,000,000.00.

3. Entity Construction Management Labor Cost at a cost not to exceed $1,287,013.00.

4. The total cost of this CONTRACT shall not exceed $44,039,713.00 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 must be approved by the Board to increase the total cost of the CONTRACT noted above prior to payment of any additional funds.

The remainder of the original Interlocal Contract dated May 21, 2020 and First Supplemental Interlocal Contract dated January 14, 2021 shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have caused this Second Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

Date of District Action

May 20, 2021

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Regional Flood Control District

By: Debra March (May 25, 2021 15:31 PDT)
DEBRA MARCH,
Chair

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

for

Attest

By: Tammy D. McMahan
Deanna Hughes
Secretary to the Board

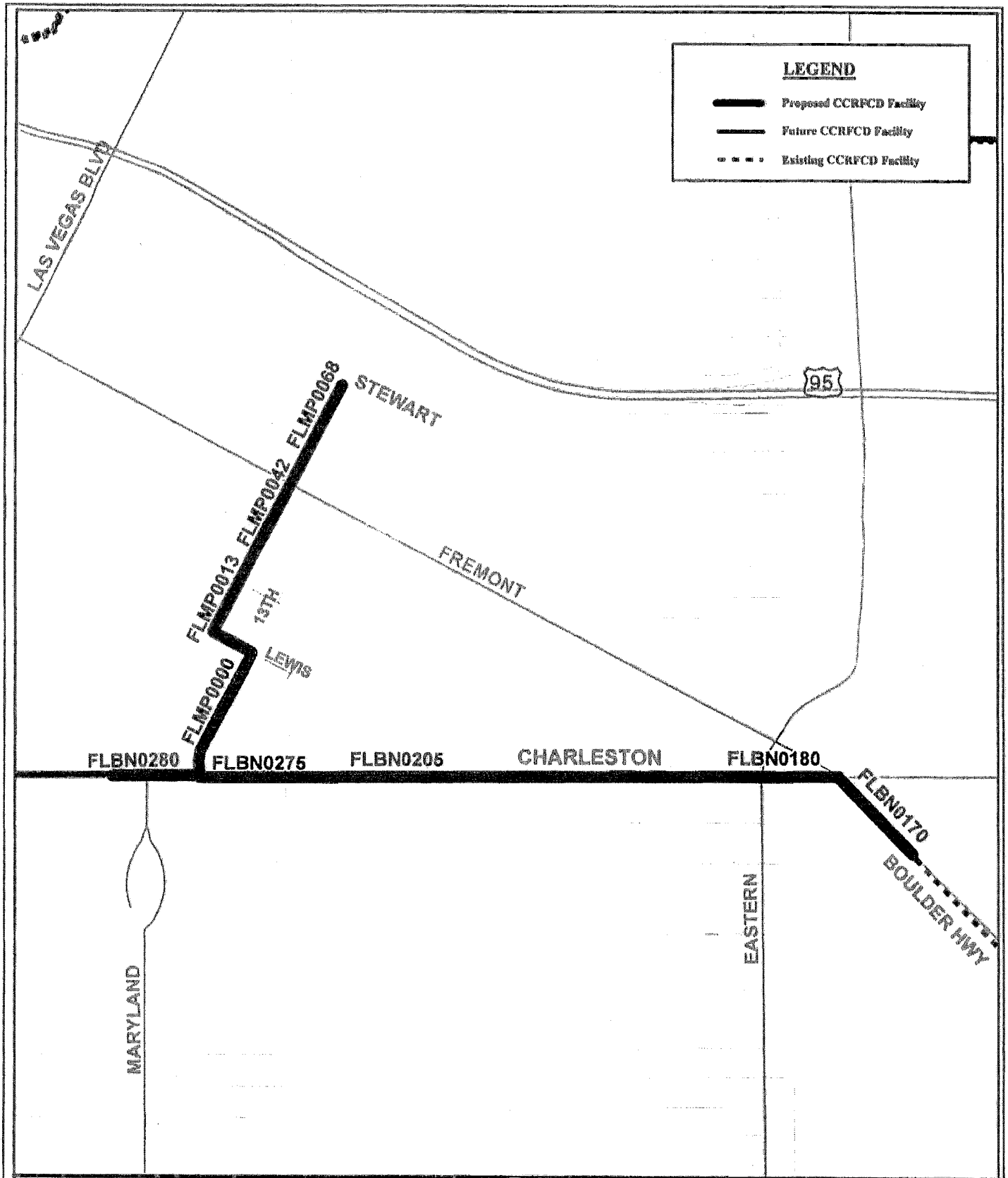
Approved as to Form

By: John S. Ridilla 6/10/21
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Approved as to Form

By: Christopher Figgins (May 24, 2021 08:34 PDT) May 24, 2021
Christopher Figgins Date
RFCD Attorney



Flood Control Planning

EXHIBIT A
FLAMINGO - BOULDER HWY NORTH, CHARLESTON-BOULDER HWY TO MARYLAND PARKWAY SYSTEM (LAS29F20)

SCALE: 1:13,000
DRAWING NAME: LAS29F20_FlamingoBoulderHwyN_Charleston
DRAWN BY: C. JONES
DATE: 4/15/2021
SHEET NUMBER 1 OF 1

Document Path: N:\EXHIBIT_PROJECTS\RFCD\FloodGIS_RFCD_ExA_Template_PRO\FloodGIS_RFCD_ExA_Template_PRO.aprx

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AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
31

DEPARTMENT: City Attorney **CONSENT**
DIRECTOR: Bryan K. Scott

SUBJECT:
RESOLUTIONS:

R-32-2021 - ABEYANCE ITEM - For possible action to approve a Resolution delegating to the City Manager or designee certain authority regarding litigation matters - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
In a 2018 case, the Nevada Supreme Court held that the executive officer of a State agency did not have authority to appeal a lower court ruling without the express prior authorization of that appeal by the agency's governing body. In response, the Nevada Legislature adopted legislation allowing a government entity to delegate litigation-related authority to the entity's chief executive officer. This Resolution would implement that authorization as applied to litigation involving the City and its officers and employees.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-32-2021

R-32-2021

RESOLUTION DELEGATING TO THE CITY MANAGER OR DESIGNEE CERTAIN AUTHORITY REGARDING LITIGATION MATTERS

WHEREAS, filing deadlines and requirements in litigation matters do not always allow for timely action to be taken by the City Council regarding such matters because of statutory meeting requirements; and

WHEREAS, in some cases City officials are named as parties in litigation matters where the City or City Council may not be so named, causing uncertainty regarding who has the authority to take actions in a particular matter; and

WHEREAS, NRS 241.0357 allows the City Council to delegate authority to a City executive to make any decision regarding litigation concerning any action or proceeding in which the City Council, any of its members, or a City employee is a party in an official capacity or participates or intervenes in an official capacity.

NOW, THEREFORE, BASED UPON THE FOREGOING, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, to authorize the City Manager, or a designee, as follows:

1. To authorize the institution of any legal action necessary or desirable to protect the rights of the City and its officers and employees in the event that court rules, statutes, or other laws require legal action before the matter can be brought to the City Council for consideration or approval, or otherwise in the interest of practicality or efficiency. The Manager shall report to the Board at its next regular meeting any such litigation initiated pursuant to this resolution.

2. To authorize the City Attorney's Office to take all actions necessary or appropriate to perfect an appeal or related appellate rights, when such action or actions cannot reasonably be taken before the City Council for approval, or otherwise in the interest of practicality or efficiency. The City Attorney's Office shall promptly report to the City Council any such action taken pursuant to this Resolution.

3. To authorize the City Attorney's Office to take any actions necessary in pending litigation to preserve rights against parties to that litigation, such as cross claims and similar related actions, the filing of which is necessary in the pending action to reserve the City's rights.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that:

A. This delegation of authority includes any necessary initiation of or response to administrative litigation, petitions for judicial review or other appellate matters relating to statutory and administrative matters of City departments.

B. This Resolution does not authorize the settlement of litigation in excess of authority previously established or recognized by the City Council.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2021.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 6-1-21
_____
Val Steed, Date
Deputy City Attorney

AGENDA SUMMARY PAGE
City Council
Meeting of: July 7, 2021

Agenda Item No.:
32

DEPARTMENT: City Attorney **CONSENT**
DIRECTOR: Bryan K. Scott

SUBJECT:
RESOLUTIONS:

R-33-2021 - For possible action to approve a third Resolution adopting a temporary trade-in/exchange program for certain alcoholic beverage licenses - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
In August 2020, the City Council adopted Resolution R-37-2020 regarding a temporary trade-in/exchange program for certain alcoholic beverage licenses. That resolution expired at the end of December 2020, and was followed up by a second resolution, which expires on June 30, 2021. This Resolution will readopt the program to temporarily allow the holders of what are commonly known as “asset” alcoholic beverage licenses to trade in those licenses for, or use them as credit towards, another type of “asset” alcoholic beverage license. The program allow such license holders more flexibility with their business needs. This Resolution will expire on January 1, 2022, unless otherwise extended or repealed.

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-33-2021

THIRD RESOLUTION ADOPTING A TEMPORARY TRADE-IN/EXCHANGE PROGRAM FOR CERTAIN ALCOHOLIC BEVERAGE LICENSES

WHEREAS the COVID-19 pandemic disrupted normal operations for many businesses, including those associated with alcoholic beverage licenses; and

WHEREAS, with the effects of the pandemic still lingering, it is believed that the holders of some of those licenses would benefit from the flexibility to be able to operate under a different license category; and

WHEREAS, under current Code provisions and the City's interpretation thereof, the holders of licenses with an origination charge (commonly referred to as "asset licenses") are not allowed to trade in or exchange an asset license of one category for an asset license of another category; and

WHEREAS, on August 5, 2020, the City Council adopted Resolution R-37-2020, which temporarily adjusted the normal application of the licensing provisions by providing flexibility in the form of a temporary license trade-in/exchange program for alcoholic beverage licenses qualifying as "asset licenses," subject to certain limitations; and

WHEREAS, by its terms, Resolution R-37-2020 expired on December 31, 2020; and

WHEREAS, on March 17, 2021, the City Council followed up with a similar resolution, Resolution R-15-2021, to again temporarily adjust the normal application of the licensing provisions as was previously accomplished with Resolution R-37-2020; and

WHEREAS, by its terms, Resolution R-15-2021 expired on June 30, 2021; and

WHEREAS, the City Council desires to adopt a similar resolution to again temporarily adjust the normal application of the licensing provisions as was previously accomplished with Resolutions R-37-2020 and R-15-2021.

. . .

. . .

. . .

. . .

NOW, THEREFORE, BASED UPON THE FOREGOING, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, to adopt the attached document. The program described in the attached document shall be effective as of July 1, 2021, and shall terminate as of January 1, 2022, unless otherwise extended or repealed.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2021.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 6-21-21
Val Steed, Date
Deputy City Attorney

ASSET LIQUOR LICENSE TRADE IN REQUIREMENTS

Purpose:

To establish requirements and conditions associated with the allowance to use a valid and current asset liquor license towards the purchase or trade-in of a new category of asset liquor license.

Definitions:

Asset Liquor license means a liquor license that was purchased from the City and paid in full as referenced in LVMC 6.50.380 and thereafter approved under a transfer (change of ownership) under LVMC 6.50.380(B), approved by the approving authority under LVMC 6.06.210, and is in good standing with the required renewal fees.

Non-Asset Liquor license means a liquor license where the origination fee under LVMC 6.50.380 was waived by a city program, or in connection with an annexation as referenced under LVMC 6.50.380(C). This type of license may not sold or transferred to a third party, which includes any changes of ownership or change of principal(s), and may not be transferred to a new location unless the location is within the approved district for which the fee waiver was approved, the proposed location is in accordance with the requirements of LVMC Title 19, and the license holder remains the same.

Requirements:

Only verified and confirmed asset liquor licenses can be used towards the trade-in or credit towards another type of eligible liquor license. Non-asset liquor licenses are not eligible for this request.

Only the currently approved owner of record as approved by City Council is eligible to submit for this request.

The new or existing licensed establishment must meet the licensing and operating requirements for the requested liquor license type set forth in Title 6. The establishment is also subject to conditions of approval through the SUP process, as well as any other licensing conditions imposed by the City Council, or the Director or designee.

An application for a request to trade-in an alcohol license must be submitted for Director or designee review and approval.

Conditions:

The land use entitlement for the proposed type of liquor license must be approved prior to being open and operating with the new liquor license.

A request to trade-in a liquor license for another that is valued at a lesser amount will not constitute a credit or refund of fees to the requestor (licensee). The licensee will confirm and acknowledge the trade for a lesser-valued asset liquor license will be deemed as a forfeit of any presumed remaining value at the time of approval of the new asset liquor license. Once the trade-in request has been approved by the Director or designee, the new trade-in value will correspond with the new asset liquor license type as referenced under LVMC 6.50.380.

A request to trade-in an asset liquor license as credit towards a higher value liquor asset license will require the difference of the origination fee to be collected once the Director or designee has approved the trade-in request. The new trade-in value will correspond with the new asset liquor license type as referenced under LVMC 6.50.380.

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
33

DEPARTMENT: City Attorney **CONSENT**
DIRECTOR: Bryan K. Scott

SUBJECT:
RESOLUTIONS:

R-34-2021 - For possible action to approve a Resolution approving the forms of agreements between the City and the owner of all assessable property in a proposed Special Improvement District (SID No. 816, Summerlin Village 22) - Ward 2 (Seaman)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Howard Hughes Company, LLC (the Developer) has requested that the City of Las Vegas (City) form a special improvement district within the City pursuant to the provisions of Nevada Revised Statutes Chapter 271 to levy special assessments, and to issue one or more series of bonds to provide for the construction, acquisition, or furnishing of certain public improvements within Special Improvement District No. 816 (Summerlin Village 22). This Development and Financing Agreement provides a commitment from the developer for the acquisition, construction and improvements for Special Improvement District No. 816.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-34-2021
2. Development and Financing Agreement
3. Side Agreement executed by Woodside Homes
4. Side Agreement executed by William Lyon Homes dba Taylor Morrison

RESOLUTION NO. R-34-2021

A RESOLUTION APPROVING THE FORMS OF AGREEMENTS BETWEEN THE CITY AND THE OWNERS OF ALL ASSESSABLE PROPERTY IN A PROPOSED SPECIAL IMPROVEMENT DISTRICT (SID NO. 816, SUMMERLIN VILLAGE 22)

WHEREAS, the City of Las Vegas, Nevada (the "City") is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as amended, and the general laws of the State of Nevada; and

WHEREAS, the City Council (the "City Council") of the City of Las, Vegas, Nevada (the "City), and the City's Director of Finance, have, pursuant to the City's Developer Special Improvement District Guidelines, received an application and petition (the "Petition") from The Howard Hughes Company, LLC, a Delaware limited liability company (the "Developer"), for the formation of a special improvement district that will include property owned by the Developer (the "District"); and

WHEREAS, the Petition requests the formation of the District and the acquisition, construction, and improvement of a street project, storm sewer project, sanitary sewer project, water project, and drainage project therein (collectively, the "Project") pursuant to Chapter 271, Nevada Revised Statutes ("NRS"), and all laws amendatory thereof and supplemental thereto; and

WHEREAS, the proposed form of the Development and Financing Agreement between the City and the Developer (the "Financing Agreement") is on file with the City Clerk; and

WHEREAS, the proposed forms of the agreements between the City and William Lyon Homes, Inc., dba Taylor Morrison and Woodside Homes of Nevada, LLC, as the other remaining landowners with the proposed special improvement district (collectively, the "Landowner Agreements") are also on file with the City Clerk; and

WHEREAS, the City Council has reviewed the proposed forms of the Financing Agreement and the Landowner Agreements on file with the City Clerk and has found them to be satisfactory.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA:

Section 1. The form, terms and provisions of the Financing Agreement and the Landowner Agreements are hereby approved in substantially the forms thereof on file with the City Clerk, with only such changes therein as are not inconsistent herewith and are approved by the officers of the City executing the same. The officers of the City are hereby authorized to enter into, execute and deliver the Financing Agreement and the Landowner Agreements and the execution and delivery of the same shall constitute conclusive evidence of the City's approval thereof in accordance with the terms hereof.

Section 2. The officers of the City be, and they hereby are, authorized to take all action necessary to effectuate the provisions of this resolution.

Section 3. All actions, proceedings and matters previously taken, had and done by the City and the officers of the City (not inconsistent with the provisions of this resolution) concerning the District and the Project hereby are, ratified, approved and confirmed. This resolution does not obligate the City to enter into the Financing Agreement or the Landowner Agreements or to apply bond proceeds to any cost except as provided in the Financing Agreement.

Section 4. All bylaws, orders and resolutions, or parts thereof, in conflict with this resolution, are repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, or resolution, or part thereof, previously repealed.

Section 5. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 6. The City Council has determined and does hereby declare that this resolution shall be in effect upon its passage in accordance with law.

PASSED AND APPROVED July 7, 2021.

(SEAL)

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC, City Clerk

Approved as to Form:

JAMES B. LEWIS, Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) ss
)
CITY OF LAS VEGAS)

I am the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "City Council") at a meeting held on July 7, 2021.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Michele Fiore
	Cedric Crear
	Brian Knudsen
	Victoria Seaman
	Olivia Diaz
Those Voting Nay:	_____
Those Absent:	_____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the Council were given due and proper notice of the meeting. Pursuant to Nevada Revised Statutes ("NRS") 241.020, written notice of the meeting was given not later than 9:00 a.m. on the third working days before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, at the principal office of the Council,

or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) The City of Las Vegas website

and

(b) Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

5. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the Council on July 7, 2021 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on this July 7, 2021.

By: _____
LuAnn D. Holmes, MMC, City Clerk

EXHIBIT A

(Attach Copy of Notice of Meeting)

APNs: 137-23-211-001; see Exhibit I for a complete listing of all APNs

When Recorded, Return To:
David K. Lucas, Esq.
Sherman & Howard L.L.C.
3960 Howard Hughes Parkway, Suite 500
Las Vegas, NV 89169

(Space above this line for Recorders Use)

DEVELOPMENT AND FINANCING AGREEMENT

FOR

SPECIAL IMPROVEMENT DISTRICT NO. 816

(SUMMERLIN VILLAGE 22)

BETWEEN

CITY OF LAS VEGAS, NEVADA

AND

THE HOWARD HUGHES COMPANY, LLC

DEVELOPMENT AND FINANCING AGREEMENT

This **DEVELOPMENT AND FINANCING AGREEMENT** (this "Agreement") dated as of July 7, 2021, is by and between the **CITY OF LAS VEGAS, NEVADA** (the "City"), a municipal corporation of the State of Nevada (the "State"), and **THE HOWARD HUGHES COMPANY, LLC**, a Delaware limited liability company (the "Developer").

WITNESETH:

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 271.710, the City Council of the City (the "Council") may enter into a written agreement with the owner of all assessable property within a proposed special improvement district containing the provisions stated herein; and

WHEREAS, the Developer represents and warrants that: (i) it is the legal owner of certain property (the "Developer Property") to be assessed within the proposed City of Las Vegas, Nevada, Special Improvement District No. 816 (Summerlin Village 22) (the "District"); (ii) a true and correct legal description of the Developer Property is attached hereto as Exhibit A-1; (iii) a true and correct legal description of all property to be included within the boundaries of the District (including the Developer Property, the "Property") is attached hereto as Exhibit A-2; and (iv) there are no liens or encumbrances on the Property except as shown on Exhibit B attached hereto; and

WHEREAS, the Developer has filed a petition with the City to form the District; and

WHEREAS, the owners of that portion of the Property not encompassed by the Developer Property will also enter into agreements with the City pursuant to NRS 271.710; and

WHEREAS, the Council has authorized City staff to negotiate the form of this Agreement with representatives of the Developer; and

WHEREAS, the Developer proposes to construct and acquire certain improvements and to transfer those improvements to the City or other appropriate governments on the terms and conditions provided herein, a description of such improvements being attached hereto as Exhibit D (collectively, the "Improvements"); and

WHEREAS, a list of the plans and specifications for the Improvements is attached hereto as Exhibit C, and such plans and specification have been placed on file with the City Clerk; and

WHEREAS, the construction and acquisition of the Improvements is collectively referred to herein as the "Project;" and

WHEREAS, the parties hereto propose to finance the Project pursuant to Chapter 271 of the Nevada Revised Statutes ("NRS"), including NRS 271.710 through 271.730, through the issuance of bonds (the "Bonds") payable from special assessments levied against the Property; and

WHEREAS, the Developer agrees that the City may create the District, levy assessments against the Property, and for all other purposes relating to the District, proceed pursuant to the provisions of NRS 271.710.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1
CONSTRUCTION

1.1 Project.

A. Construction and Transfer of Project. The Developer agrees to construct the Project in accordance with the full and detailed plans and specifications therefor, which are listed on Exhibit C attached hereto and are on file with the City Clerk, in accordance with the schedule set forth on Exhibit D attached hereto, which sets forth the anticipated date for the commencement and completion of the construction of each individual segment of the Project and the estimated cost of the respective segment. The City shall not be required to accept or pay for any segment of the Project unless final construction drawings and specifications for that segment have been submitted to the City and the City, in its sole discretion, has approved such final construction drawings and specifications and any amendments and addenda thereto, and unless that segment is constructed in accordance with such approved final construction drawings and specifications and any approved amendments and addenda thereto. If the City disapproves any final construction drawings and specifications or amendments thereto, it shall provide the reason therefor to the Developer and the City and the Developer will meet to discuss changes that may be necessary to obtain City approval thereof. Within 10 days of the final inspection of and agreement to accept each segment of the Project by the City, the Developer shall transfer to the City or, if directed by the City, to another governmental entity (the "Applicable Government"), title in a form reasonably acceptable to the City or such other Applicable Government to that segment of the Project, except for those portions of the real property on which that segment of the Project is located that are already owned in fee by the City or such other Applicable Government.

B. Title. At the time of transfer of title to any segment of the Project, the Developer shall warrant that it has title thereto and that such segment of the Project is not subject to any mortgage, security interest, mechanic's lien or other encumbrance, except as shown on a preliminary title report with respect thereto that shall be delivered to the City or other Applicable Government for its review and approval at least 20 days prior to the transfer of title to the City or such other Applicable Government. In the event that the City or such other Applicable Government does not approve the preliminary title report, the City or such other

Applicable Government shall not be obligated to accept title from the Developer and the City shall not be obligated to pay the Developer for such segment of the Project until the Developer has cured all objections to title to that segment of the Project to the satisfaction of the City or such other Applicable Government. The City or such other Applicable Government shall be entitled to disapprove the preliminary title report only if it reveals a matter which, in the reasonable judgment of the City or such other Applicable Government, could materially affect the City's or such other Applicable Government's use and enjoyment of any part of the segment of the Project covered by the preliminary title report. The City or such other Applicable Government shall notify the Developer of any objections to the preliminary title report within 20 days of receipt thereof. At the time of transfer of title, the Developer shall provide written lien releases from any contractor, subcontractor or materialman, or any other person who might have the right to file a mechanic's lien on the property being transferred. The Developer agrees to defend the City's or such other Applicable Government's title to the property being transferred against any claim of encumbrance whatsoever arising by or through the Developer or any of its predecessors in title or that is caused or created by the Developer, including any mechanic's liens asserted in connection with the construction of the Project or the Developer's development of its property in the District.

C. Warranty of Workmanship and Materials. At the time of transfer of title, the Developer shall warrant that the respective segment of the Project being transferred has been constructed in accordance with the respective plans and specifications therefor listed on Exhibit C attached hereto, and all amendments and addenda thereto that have been approved by the City or another Applicable Government and the Developer and the specifications described in Section 1.1.D. hereof. The Developer shall remedy any defects in any segment of the Project and pay for any damage to other work resulting therefrom that shall appear within one year from the date of transfer of title of such segment of the Project to the City or another Applicable Government.

D. Construction Specifications. The construction work performed pursuant to this Agreement is subject to the following additional specifications:

(1) The current edition of the Uniform Standard Specifications for Public Works' Construction Off-Site Improvements, Clark County Area, Nevada, (the "Standard Specifications"), and the Uniform Standard Drawing for Public Works' Construction, Clark County Area, Nevada (the "Standard Drawings"). The Standard Specifications and the Standard Drawings are on file in the office of the City Engineer at City Hall, currently located at 495. S. Main St., Las Vegas, Nevada, and may be examined there without charge. The Standard Specifications may also be purchased from the Regional Transportation Commission, currently located at 600 South Grand Central Parkway, Suite 350, Las Vegas, Nevada 89101;

(2) The Summerlin Improvement Standards, Revised, September 15, 1999, on file with the City Department of Public Works, and any other revisions, additions or supplements thereto;

(3) The Supplemental General Conditions that are attached hereto as Exhibit E; and

(4) The special conditions that are attached hereto as Exhibit F.

E. Prevailing Wages. Pursuant to NRS 271.710(1), the Council need not comply with the provisions of any law requiring public bidding or otherwise imposing requirements on public contracts, projects, works or improvements, including, without limitation, Chapters 332, 338 and 339 of the NRS, except that NRS 338.010 to 338.090, inclusive, shall apply to any construction work to be performed under any contract relating to the District. A copy of the prevailing wage act for public works currently in effect in the State of Nevada for Clark County is attached hereto as Exhibit G. The Developer agrees to attach a copy of the prevailing wage act for public works in effect on the date of execution of any contract entered into with a subcontractor with respect to the construction of all or any portion of a segment of the Project to its contract with such subcontractor. The Developer is responsible for providing the State Labor Commission with all information required by NRS 338.010 to 338.090, and otherwise responsible for all compliance requirements of those provisions of the NRS. For the avoidance of doubt, this provision prohibits the City from using Bond proceeds to pay for any portion of any segment of the Project if any portion of such segment of the Project was not constructed in accordance with NRS 338.010 to 338.090.

F. Cost Estimates. At the time of commencement of construction of any segment of the Project as outlined in Exhibit D attached hereto, the Developer shall furnish the City with an updated estimate of the cost of constructing that segment of the Project in a form and substance satisfactory to the City. In addition, at the time any contract or change order is executed in connection with the construction of any segment of the Project, if, as a result thereof, the estimate of the cost of such segment of the Project previously furnished increases, the Developer shall furnish the City with another updated estimate of such cost in a form and substance satisfactory to the City. If the updated estimated cost of that segment exceeds the price of that segment as shown on Exhibit D plus any allocation of Bond proceeds available therefor because of a cost underrun on another segment, the Developer shall furnish to the City a payment and performance bond in an amount equal to the amount of such excess at the time of commencement of construction on that segment of the Project. That bond shall remain in effect until acceptance of that segment of the Project by the City or another Applicable Government.

G. Payments for Project. Subject to the immediately succeeding sentence, the City shall pay to the Developer for each segment of the Project, the corresponding purchase price for that segment listed on Exhibit D attached hereto as soon as commercially practicable following the transfer of title to that segment of the Project to the City or another Applicable Government; provided, however, the City shall be obligated to pay such purchase price solely from available Bond proceeds, if any. At no time shall the aggregate amount paid by the City to the Developer pursuant to this Agreement exceed the reasonable actual costs to the Developer of the segments of the Project theretofore acquired and then being acquired, as reasonably determined by the City with reference to its prior experience with similar types of construction or otherwise. No payment shall be made for any segment of the Project that includes facilities to be transferred to an Applicable Government until those facilities are accepted by the Applicable Government. If the reasonable actual costs of a segment of the Project approved by the City exceeds the corresponding price therefor listed on Exhibit D attached hereto, the City shall be obligated to pay such difference only if and to the extent that

Bond proceeds are available to pay such excess because the aggregate amount of the City Incidental Expenses (defined herein) and the Developer Incidental Expenses (defined herein) are less than the collective amount stated in Section 1.4 hereof, or the price paid for another segment of the Project that has already been completed and accepted by the City is less than the corresponding price listed for that segment of the Project on Exhibit D attached hereto, or any combination of such factors.

H. Failure to Construct. In the event that the Developer does not build a segment of the Project in accordance with the approved final construction drawings and specifications and any amendments and addenda thereto described in Section 1.1.A hereof, or is late in completing a segment of the Project, the City may, at its option, proceed to build, complete, or rebuild as necessary that segment of the Project so that when completed such segment will be constructed in accordance with the approved final construction drawings and specifications and any amendments or addenda thereto. If the City elects to proceed in the manner described in the immediately preceding sentence, the Developer agrees to promptly transfer to the City, upon demand of the City, any real property, easements, or other real property rights then owned by the Developer necessary for the City to build, complete, or rebuild as necessary such segment of the Project. (Also, if not then prepared, the City may proceed to prepare such final construction drawings and specifications in accordance with the plans and specifications listed on Exhibit C attached hereto.) The City may apply the proceeds of the Bonds and amounts derived from any payment and performance bond or guarantee bond applicable to such segment of the Project to the costs of such building, completing or rebuilding (and of preparing construction drawings and specifications, if necessary). The price to be paid to the Developer as listed on Exhibit D for any segment of the Project that is built, completed or rebuilt, or for which construction drawings and specifications are prepared, under this subsection shall be reduced by the amount applied by the City to such segment of the Project pursuant to this subsection. If these amounts are insufficient, the City shall make demand on the Developer to pay the amount of the insufficiency and the Developer shall immediately pay the City the amount of the insufficiency. The Developer will be treated as being late in completing any segment of the Project if: (i) such segment of the Project has not been completed within the earlier of twelve months after a lot is sold in the District to a person who intends to use the lot for his or her residence, which lot is dependent for issuance of a certificate of occupancy on the incomplete improvement, or eighteen months (or such longer period to which the parties hereto agree in writing) after a final subdivision map is recorded for any property in the District that requires the installation of any of the improvements that are contemplated to be installed in that segment of the Project; or (ii) such segment of the Project or any portion thereof has not been completed by the date on which completion thereof was required in any permit issued by any governmental agency (including the City) to the Developer or any other owner or developer of property in the District. Notwithstanding the foregoing, the Developer shall not be deemed to be late in completing any segment of the Project under clause (ii) above to the extent that construction thereof is delayed as a result of occurrences beyond the control and without the fault or negligence of the Developer, including, without limitation, fire, earthquake, floods and other out of the ordinary actions of the elements, enemy invasion, war, insurrection, sabotage, laws or orders of governmental, civil or military authorities, governmental restrictions and moratoria, riot, civil commotion and unavoidable casualty. In the event that the Developer is delayed by such occurrences, the time within which the Developer must complete such segment of the

Project shall be extended by a reasonable period of time not less than the actual number of days that the Developer was delayed as a result of such occurrences, provided that the Developer recommences the construction of such segment at the earliest possible date following the cessation of such occurrence and proceeds with due diligence toward the completion thereof.

I. Cost Overruns. The Developer is responsible for the payment of, and agrees to pay, all costs of construction of the Project that exceed the amount available for that purpose from the proceeds of Bonds. When the sum of the amounts paid to the Developer pursuant to Section 1.5 hereof, together with the amounts requested to be paid pursuant to Section 1.5 hereof, equals or exceeds ninety percent of the original principal amount of the Bonds, the Developer shall furnish to the City a payment and performance bond or, in the discretion of the Developer, cash in an amount equal to the amount of the excess of the estimated costs of constructing the remaining segments of the Project over the amount of Bond proceeds available for such purpose.

J. Completion of Project. In order to assist the City in complying with its obligations under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Developer hereby represents that it reasonably expects to submit reimbursable costs to the City pursuant to the provisions hereof in such time as will permit the City to expend not less than 85% of the net sale proceeds of any Bonds issued to finance the Project (or any portion thereof) within three years of the date of issuance of such Bonds.

1.2 Excess Bond Proceeds. In the event that all segments of the Project have been completed, accepted and paid in full by the City pursuant to Section 1.1 hereof, and all of the City's Incidental Expenses and the Developer's Incidental Expenses have been paid pursuant to Section 1.4 hereof, and there remain unexpended proceeds of the Bonds (including interest earned on such proceeds) that are not needed for any purpose related to the Project, the City and the Developer may, by agreement, amend the Project to include additional segments eligible for financing under Chapter 271 of NRS and the City's guidelines that benefit the property assessed in the District and such unexpended Bond proceeds may be expended on such additional segments. If no such amendment is made within one year following payment of the purchase price of the final segment of the original Project, all unexpended proceeds of the Bonds shall, at the City's discretion and at the time deemed appropriate by the City, either: (i) be deposited into any revenue fund created by the trust indenture that authorized the issuance of the Bonds for use in accordance with the flow of funds established in such trust indenture; (ii) be deposited into any applicable redemption fund created by the trust indenture for use in redeeming the principal of and interest on the Bonds.

1.3 Oversizing.

A. Water Line Oversizing. The City shall not pay for any oversizing of water lines the cost of which is to be reimbursed to the Developer by the Las Vegas Valley Water District (the "LVVWD") under any agreements between the LVVWD and the Developer. The Developer agrees to not include the costs of any such oversizing in its cost estimates or final costs for any segment of the Project.

B. Sewer Line Oversizing. The City shall not pay for any oversizing of sewer lines the cost of which is to be reimbursed to the Developer by the City under any other agreement with the Developer or otherwise. The Developer agrees to not include the costs of any such oversizing in its cost estimates or final costs for any segment of the Project.

1.4 Incidental Expenses. The Developer and the City shall be entitled to be reimbursed for their incidental expenses (for each, its "Incidental Expenses") as follows:

A. Developer Incidental Expenses. The Developer shall be entitled to be reimbursed from Bond proceeds for the actual costs of the following estimated Incidental Expenses incurred and paid by the Developer, up to an amount not exceeding $308,800 (unless additional amounts are available from cost underruns on the Project or the City's Incidental Expenses): engineering expenses (estimated at $30,000); legal expenses (estimated at $25,000); cost of Phase I environmental site assessments (estimated at $3,800); other non-construction costs associated with the formation of the District (estimated at $50,000); and the deposit of $200,000 made by the Developer for City's costs. The City will, upon presentation of evidence of payment of the foregoing expenses by the Developer and approval thereof by the City, pay to the Developer the cost incurred, but only from the available proceeds of the Bonds.

B. City Incidental Expenses. The City shall be entitled to pay the following Incidental Expenses directly from the proceeds of the Bonds and the deposit of $200,000 made by the Developer for City costs, and any other monies provided to the City by the Developer for that purpose: (1) the cost of funding a reserve fund in the amount provided in the ordinance of the City authorizing the Bonds (the "Bond Ordinance"), up to the maximum amount permitted by the Tax Code (as hereinafter defined); (2) (a) the fees and expenses of the assessment engineer, (b) the cost of all internal or external construction inspection and testing, (c) the City's actual cost of issuing the bonds, which includes, without limitation, (i) the fees and expenses of bond counsel, the trustee, the assessment collection agent, and the financial consultant, (ii) the estimated cost of official statement printing and mailing, and (iii) the other costs listed in the purchase contract for the bonds to be paid by the City, including the estimated underwriter's discount, all such costs under this subsection (2) not to exceed $850,000 in the aggregate; and (3) the costs of an appraisal and market study for the District (estimated at $60,000). If the deposit made by the Developer for City costs and the available Bond proceeds are not sufficient to pay the City's Incidental Expenses, the Developer shall, at the request of the City, pay the amounts needed upon receipt of appropriate invoices with respect thereto. [Discuss; revise amounts as appropriate.]

1.5 Method of Payment. Payments made to the Developer, whether for the cost of a segment of the project or for reimbursement of the Developer's Incidental Expenses (as described in Section 1.4.A.), shall be made only on execution of a request for such payment signed by the Developer in the form attached as Exhibit L, by check or draft made out to the party designated in and mailed as provided in the form found at Exhibit L. The City shall not be obligated to make any payment if after such payment the amount of Bond proceeds remaining is less than ten percent of the original principal amount of the Bonds unless the Developer has complied with Section 1.1.I. hereof.

1.6 City Authorized to Pay. The City is authorized to directly pay all expenses listed in Section 1.4.B., without further authorization from the Developer, and shall provide to the Developer, at its request, with a copy of any invoice received with respect to those costs, or in the case of internal costs, other evidence of those costs.

ARTICLE 2
ASSESSMENTS; BONDS

2.1 Procedure. The Developer agrees that the City may proceed to order that the Project be acquired and improved, issue the Bonds and otherwise finance the cost of the Project, and levy assessments without complying with the provisions of NRS 271.305 to 271.320, inclusive, 271.330 to 271.345, inclusive, 271.380 and 271.385 and the provisions of any law requiring public bidding or otherwise imposing requirements on public contracts, projects, works or improvements, including without limitation, Chapters 332, 338, and 339 of the NRS, except as specifically provided in NRS 271.710. The Developer agrees that the Council may create the District, levy assessments and for all other purposes relating to the District proceed pursuant to the provisions of NRS 271.710.

2.2 Financing. The City agrees to proceed with the financing of the improvements by levying assessments against the Property and issuing the Bonds in the manner described herein, and in the proposed forms of the City documents, all of which are listed on Exhibit H and are on file with the City Treasurer (the "City Documents"). The City has not agreed to pay the Bonds from the sources named in NRS 271.495.

2.3 Assessment Roll. The City will levy assessments against all of the Property in the manner provided in the assessment ordinance, and the amount of the assessment against each parcel of Property will not exceed that listed in the assessment roll attached hereto as Exhibit I. The final amount of the assessment against each parcel of Property shall be determined in the sole discretion of the City, subject to the limitations set forth in Exhibit I.

2.4 Assessment Installments. Pursuant to NRS 271.405(2), the Developer hereby elects to pay the assessments against the Property in installments, with interest thereon as provided in the assessment ordinance. There will be sixty (60) substantially equal semiannual installments due, which substantially equal semiannual installments will include both principal and interest. The Developer waives the right to pay the whole assessment against each parcel of the Property within 30 days after the effective date of the assessment ordinance. The Developer agrees that the Property is benefitted by an amount at least equal to the assessments to be levied thereon from the construction of that portion of the Project that can be financed with the net proceeds of the Bonds.

2.5 Interest Rate.

A. Before the Bonds are issued, the Council shall by resolution fix the rate or rates of interest on the unpaid and deferred assessment installments or delegate such action to the City's Chief Financial Officer pursuant to NRS 271.415. The interest rate on the deferred assessment installments shall be set at 0% between the effective date of the assessment ordinance and the date of issuance of the Bonds.

B. Upon issuance of the Bonds, the Council shall by resolution fix the rate or rates of interest on the unpaid and deferred assessment installments or delegate such action to the City's Chief Financial Officer pursuant to NRS 271.415. The interest rate on the assessments will be a fixed interest rate that is not greater than one percentage point above the highest interest rate on any of the Bonds unless a lesser amount is agreed to by the City in its sole discretion. Any interest received that is not used to pay the principal and interest on the Bonds may be used to pay the reasonable administrative and other expenses of the City in connection with the Bonds, the assessments, and the Project, and to the extent not so used shall be refunded to the property owners as required by NRS after the Bonds are paid in full. The interest rate on the Bonds shall not exceed by more than three percent the Index of Twenty Bonds that was most recently published before the bids on the Bonds are received or the negotiated offer on the Bonds is accepted.

2.6 Installment Due Dates. Assessment installments shall bear interest at the rate specified in Section 2.5 hereof from the date specified in the assessment ordinance, until paid in full. Sixty (60) substantially equal semiannual installments will be due on April 1 and October 1 of each year, commencing and ending on the dates set forth in the assessment ordinance to be hereafter adopted, which substantially equal semiannual installments will include both principal and interest. The assessments will otherwise be payable as provided in the assessment ordinance. The payment dates and amounts of the installments may be altered and other terms of payment on the assessment may be changed as provided in the assessment ordinance in the case of a refunding of the Bonds. The City and the Developer agree that the City may, in its sole discretion, terminate any assessment installments that remain unpaid after the City has received assessment revenue sufficient to fully pay and defease all remaining principal and interest due on the Bonds to the defeasance or redemption date selected by the City.

2.7 Bond Reserve. A reserve fund (the "Bond Reserve") in the amount specified in the Bond Ordinance to be hereafter adopted will be created with the proceeds of the Bonds. The Bond Reserve will be used as additional security for the Bonds to pay any principal and interest on the Bonds when due, if the payment of the assessment installments is insufficient for that purpose, and the Bond Reserve and any interest and investment thereon will otherwise be used as provided in such Bond Ordinance. The City may amend the City Documents to provide for other uses of the Bond Reserve in connection with a refunding of the Bonds and the owners of the property assessed in the District have no entitlement to any amounts in the Bond Reserve.

2.8 Waiver. The Developer agrees that all of the Property is benefited by the Improvements proposed to be acquired and constructed in the District by an amount at least equal to the maximum amount proposed to be assessed against such Property listed in the assessment roll attached as Exhibit I. The Developer further agrees to the City's assessing of the Property in the amounts listed in the assessment roll and waives any and all formalities required by the laws of the United States and of the State of Nevada in order to impose such assessments. The Developer consents and agrees to the assessments listed in the assessment roll for the District and agrees that those assessments may be made regardless of whether any or all of the Improvements proposed to be acquired and constructed as described herein are in fact acquired

and constructed or any provisions of Article 3 hereof are followed and agrees that the City may proceed to collect and enforce the assessments in the manner described herein and in the City Documents regardless of whether it completes the acquisition or construction of the Improvements or complies with Article 3 hereof. The Developer waives all powers, privileges, immunities and rights as against the City or the District arising from or following from irregularities or defects, if any, occurring in connection with or ensuing from the actions, proceedings, matters and things heretofore taken or hereafter to be taken had and done by the City, the Council and the officers of the City (including, without limitation, the proper description of all property that the Developer may own within the District and the giving of proper notices of the proceedings relating to the District) concerning the creation of the District and the levying of assessments to defray the cost and expenses of the Improvements in the District. The Developer consents and agrees to be bound and consents and agrees that all its Property be bound and be subject to such assessment liens as thoroughly and effectively as if all actions, proceedings, notices, matters and things had been taken and done free from irregularities. The Developer also represents and warrants that in the Developer's reasonable opinion the market value of each parcel of Property owned by it in the District exceeds the amount of the maximum assessment proposed to be made against each such parcel of Property. The Developer agrees that its Property is benefited by at least the amounts listed in the assessment roll by the installation of the Project without regard to the availability of water, sewage treatment capacity, other utilities, or any combination thereof.

ARTICLE 3
MISCELLANEOUS

3.1 Federal Tax Covenant. The Developer covenants that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the Developer or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Tax Code"); or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code. The foregoing covenant shall remain in full force and effect until the date on which all obligations of the City in fulfilling the tax covenant contained in the Bond Ordinance have been met.

3.2 City Documents; Continuing Disclosure.

A. City Documents. The Developer agrees to all of the provisions of the City Documents listed in Exhibit H in the form thereof on file with the City Clerk with such changes therein as are approved by the City and the Developer. Any City Documents not now on file and changes to or additions to the City Documents must be approved by the City and the Developer. The City may amend the City Documents without obtaining the approval of the Developer whenever the outstanding assessments on property owned by the Developer in the District represent less than 40% of the aggregate outstanding assessments on property in the District, but the City may not increase an assessment against the Developer's property without the Developer's consent.

B. Continuing Disclosure. The City and the Developer agree to execute a continuing disclosure agreement or certificate in a mutually acceptable form prior to the issuance of the Bonds obligating each party to make certain disclosures on an ongoing basis as required under Rule 15c2-12 of the United States Securities Exchange Commission. If the parties are unable to agree on a form of agreement or certificate, the Bonds will not be issued unless they qualify for an exemption from Rule 15c2-12.

3.3 No Guarantee of Water or Sewer Capacity. Nothing in this Agreement or any other document involving the District, nor the installation by way of the District of, or the assessment of the Property within the District for, the water and sewage facilities shall be taken as a guarantee, promise or representation that water or sewage treatment capacity will be made available to the property in the District.

3.4 Permits. The Developer hereby represents and warrants to the best of its knowledge after reasonable investigation that it has or will timely obtain all governmental or other permits required to proceed with development of its Property and the Project and it has or will timely pay all fees relating thereto and any other fees owing with respect to the Project, The Developer covenants that it will obtain those permits it does not now have when needed, promptly upon its obtaining knowledge that such permits are needed and pay all fees due. There is no impediment, to the Developer's knowledge, to proceeding with the Project to completion and proceeding with the development of the land owned by the Developer in the District.

3.5 Permitted Investments. Any funds invested by the City under this Agreement may be invested in any investment that would be lawful for the City under the provisions of Chapters 355 and 356 of NRS.

3.6 Indemnification and Defense of Suits.

A. Indemnification. The Developer agrees to protect and indemnify and hold the City, its officers or employees and agents and each of them harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees, and court costs which the City, its officers, employees or agents or any combination thereof may suffer or which may be sought against or recovered or obtained from the City, its officers, employees or agents or any combination thereof as a result of or by reason of or arising out of or in consequence of (i) the acquisition, construction or financing of the Project by the City pursuant to this Agreement, (ii) any environmental or hazardous waste conditions (a) which existed on any property which is part of the Project at any time prior to final acceptance of the Project by the City or an Applicable Government or which was caused by the Developer or (b) which existed on any of the property which is assessed at any time while the Developer owned the property or which was caused by the Developer, provided said condition was not caused by the deliberate action of the City; or (iii) any act or omission negligent or otherwise of the Developer or any of its subcontractors, agents or anyone who is directly employed by or acting in concert with the Developer or any of its subcontractors, or agents, in connection with the Project or the District. This Section 3.6 is not intended and shall not be construed to be a warranty of the construction, workmanship or of the materials or equipment incorporated in the Project; it being agreed that the Developer's only warranty of such matters to the City is as stated

in Section 1.1. It is further agreed that the indemnity of the Developer to the City shall not extend to any claims that result from acts or omissions of the City, its officers, employees, agents or contractors in connection with the operation, maintenance and repair of the Project.

B. Defense of Suits. The Developer agrees that it shall at its sole cost and expense defend (including, without limitation, by paying the cost of attorneys selected by the City to assist in such defense) the City, its officers, employees and agents and each of them in any suit or action that may be brought against it or any of them by reason of the City's involvement in the Project and the financing thereof or any act or omission negligent or otherwise against the consequences of which the Developer has agreed to indemnify the City, its officers, employees or agents. If the Developer fails to do so, the City shall have the right but not the obligation to defend the same and charge all of the direct or incidental costs of such defense including any attorneys' fees or court costs to and recover the same from the Developer.

C. No Indemnification in Certain Circumstances. No indemnification is required to be paid by the Developer for any claim, loss or expense arising from the willful misconduct or gross negligence of the City or its officers or employees.

D. Survival of Indemnification. The provisions of this Section shall survive the termination of this Agreement. It is not intended by the parties hereto that this indemnification provision revive any claim of or extend any statute of limitations which has run against, any third party.

3.7 Insurance.

A. The Developer shall procure and maintain, during the course of this Agreement, general liability, auto liability, property, and professional insurance as necessary to meet the financial obligations and liability of the Developer assumed in this Section. Said policies shall include coverage limits of not less than $2,000,000 per occurrence. The City shall be added as an additional insured on all policies and certificates of insurance and endorsements for each insurance policy signed by a person authorized by the insured to bind coverage and shall be provided to the City prior to any work occurring after the execution of this Agreement.

B. The Developer shall also procure and maintain workers compensation insurance on each of its employees in accordance with the laws of the State and shall require that all persons with whom they contract to perform any work in connection with the Project also procure and maintain that insurance for each person employed to perform work on or services for the Project.

C. All contracts entered into by the Developer for the completion of work or professional services required pursuant to this Agreement shall contain indemnification and insurance clauses to protect the City's interest. Said coverages shall meet or exceed City "Minimum Standards" as required in the design and construction agreements as if contracts were entered into directly with City. A copy of such City "Minimum Standards" may be obtained from the Regional Transportation Commission.

3.8 No Third Party Beneficiary. None of the provisions of this Agreement is intended to constitute the owners of property assessed, the general public, or any member thereof, a third party beneficiary hereunder or to authorize anyone who is not a party to this Agreement to maintain any suit for personal injuries or project damage pursuant to this Agreement.

3.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the City and the Developer and their respective successors and assigns. No assignment of this Agreement or any right or obligation hereunder by either party hereto shall be valid unless the other party hereto consents to such assignment in writing.

3.10 Inspection of Books. The City will permit the Developer to inspect its books and records pertaining to the District, including but not limited to information relating to bond principal outstanding, interest disbursements, administrative costs and fund balances.

3.11 Entire Agreement. This Agreement, including the exhibits hereto, constitutes the entire agreement of the parties hereto. This Agreement may be modified by the parties hereto but only by a written instrument signed and acknowledged by each party and recorded with the County Recorder of Clark County.

3.12 Further Assurances. The Developer and the City agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as the other may reasonably require or deem advisable to carry into effect the purposes of this Agreement or to better assure and confirm unto the other its rights, powers, and remedies hereunder. The Developer shall execute all consents, certificates and other documents which the City or bond underwriter reasonably request in connection with the sale of the bonds.

3.13 Obligations of the Developer; Guarantee. The obligations of the Developer under Articles 1 and 3 hereof are obligations of the Developer upon which the Developer is personally liable and which are also secured by the guarantee attached hereto as Exhibit M. The obligations to pay assessments in Article 2 pertain only to the land owned by the Developer in the District and are not personal obligations of the Developer.

3.14 Notices. All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepared, addressed as follows:

If to the City:

City of Las Vegas, Nevada
c/o City Manager
495. S. Main St.
Las Vegas, Nevada 89101

If to the Developer:

The Howard Hughes Company, LLC
c/o President, Summerlin
10845 Griffith Peak Drive, Suite 160
Las Vegas, Nevada 89135

If any notice hereunder is given to the City, a copy shall be forwarded by first class mail, postage prepaid, to the City's Director of Public Works, Treasurer, and City Attorney at:

Director of Public Works
City Hall
495 S. Main St.
Las Vegas, Nevada 89101

City Treasurer
City Hall
495 S. Main St.
Las Vegas, Nevada 89101

and

City Attorney
City Hall
495. S. Main St.
Las Vegas, Nevada 89101

If notice hereunder is given to the Developer, a copy should be forwarded by first-class mail, postage prepaid, to the Developer's general counsel at:

The Howard Hughes Corporation
Attn: General Counsel
13355 Noel Road, 22nd Floor
Dallas, Texas 75240

3.15 No Waivers. No failure or delay on the part of either party in enforcing any provision shall operate as a waiver thereof, nor shall any single or partial enforcement of any provision hereof preclude any other or further enforcement or the exercise of the same or any other right, power or remedy the either party may have.

3.16 Attorney Fees. If the City incurs attorneys' fees or expenses or any other fees and expenses in connection with the actual or overtly threatened breach by the Developer of any provision hereof or in enforcing the provisions hereof, the City shall be entitled to recover such fees and expenses from the Developer.

3.17 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions

hereof that can be given effect without the invalid or unenforceable provision and the City and the Developer agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

3.18 Construction; Time. The language of this Agreement shall be construed as a whole according to its fair meaning and intent and not strictly for or against any party. Both parties were represented by counsel in the negotiation of this Agreement, and this Agreement shall be deemed to have been drafted by both of the parties. Time is of the essence of this Agreement and all terms, provisions, covenants, and conditions hereof.

3.19 Governing Law; Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada. The City and the Developer agree to be bound to the nonexclusive jurisdiction of any court of the State located in Clark County or the United States District Court for the State for the purpose of any suit, action or other proceeding arising out of this Agreement, or any of the agreements or transactions contemplated hereby, at the election of the party initiating any such suit, action or other proceeding, which is brought by or against the Developer or the County and the parties each hereby irrevocably agree that all claims in respect of any such suit, action or proceeding may be heard and determined by such court.

3.20 No City Obligation. Nothing herein obligates the City to expend any money other than funds derived from the sale of the Bonds and amounts received from the investment thereof and receipts from the assessments made against the property in the District. Nothing herein obligates the City to issue the Bonds, however, the obligations of the Developer hereunder (except as provided in the following sentence) are contingent on the issuance of the Bonds by the City. If the Bonds are not issued by December 31, 2021 for any reason, this Agreement may be terminated by either party, but the Developer shall be responsible for payment of all of the costs incurred by the Developer and by the City prior to that date. The amount of such costs incurred by the City shall not be contestable or appealable, absent fraud or gross abuse of discretion. The Developer shall pay to the City the costs submitted in the City's statement within thirty (30) days after receiving notice of the amount of the costs.

3.21 Term of Agreement. Except as otherwise provided in Sections 3.1 and 3.6 hereof, this Agreement shall be in effect from the date and year first mentioned above until the later of (i) the date all of the Bonds (including through a series of refundings) have been retired or (ii) the date on which all of the assessments against property in the District have been paid in full.

3.22 Counterparts. This Agreement may be executed on one or more counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

3.23 Conveyance Restriction; Recording. The Developer agrees not to convey any parcel, lot or real property interest in any of the Developer Property in the District to any party until after this Agreement has been recorded in the office of the County Recorder. The City agrees to record this Agreement within 5 days of its execution by all parties. Recording

shall have the effect provided in Subsection 2 of NRS 271.720 and shall make Article 2 of this Agreement binding on all persons or entities who acquire any of the property in the District before the assessments and Bonds are paid in full.

3.24 Disclosure to Transferees. The Developer agrees to inform any transferee of property in the District who acquires title from the Developer of the existence of the assessments and to obtain from any such transferee of any property in the District, which can be legally subdivided into smaller parcels, a covenant to give to each homebuyer transferee a disclosure statement in substantially the form attached hereto as Exhibit K, and to use its best efforts to obtain the homebuyer's signature on that statement and return a copy of it to the City.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF the City and the Developer have caused this Development and Financing Agreement to be executed as of the day and year first mentioned above.

CITY OF LAS VEGAS, NEVADA

_____
CAROLYN G. GOODMAN, Mayor

(SEAL)

_____
LUANN D. HOLMES, MMC, City Clerk

Approved as to Form:

_____
JAMES B. LEWIS, Deputy City Attorney

THE HOWARD HUGHES COMPANY, LLC,
a Delaware limited liability company

By_____
Name_____
Title_____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on July ___, 2021, by Carolyn G. Goodman as Mayor of the City of Las Vegas.

(SEAL)

_____
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on July __, 2021 by LuAnn D. Holmes, MMC, as City Clerk of the City of Las Vegas.

(SEAL)

_____
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on July __, 2021 by _____, as _____ of The Howard Hughes Company, LLC, a Delaware limited liability company.

(SEAL)

_____
Notary Public

EXHIBIT A-1

LEGAL DESCRIPTION OF DEVELOPER PROPERTY

PARCEL I:

ALL OF THAT LAND LYING WITHIN THE EXTERIOR BOUNDARIES OF 'SUMMERLIN WEST VILLAGE 22 – UNIT 1 FINAL MAP', AS SHOWN BY MAP THEREOF ON FILE IN BOOK 161 OF PLATS, PAGE 68, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA;

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE EXTERIOR BOUNDARIES OF 'SUMMERLIN WEST VILLAGE 22 – UNIT 2 FINAL MAP', AS SHOWN BY MAP THEREOF ON FILE IN BOOK 163 OF PLATS, PAGE 43, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA;

AND EXCEPTING THEREFROM LOTS A, C AND D AS SHOWN ON THE FINAL MAP OF SUMMERLIN WEST VILLAGE 22 – UNIT 1 FINAL MAP (COMMON INTEREST COMMUNITY) ON FILE IN BOOK 161, PAGE 68 OF PLATS IN THE OFFICIAL RECORDS OF THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

PARCEL II:

ALL OF THAT LAND LYING WITHIN THE EXTERIOR BOUNDARIES OF 'SUMMERLIN WEST VILLAGE 22 – UNIT 2 FINAL MAP', AS SHOWN BY MAP THEREOF ON FILE IN BOOK 163 OF PLATS, PAGE 43, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT A-2

LEGAL DESCRIPTION OF PROPERTY

PARCEL I:

ALL OF THAT LAND LYING WITHIN THE EXTERIOR BOUNDARIES OF 'SUMMERLIN WEST VILLAGE 22 – UNIT 1 FINAL MAP', AS SHOWN BY MAP THEREOF ON FILE IN BOOK 161 OF PLATS, PAGE 68, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA;

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE EXTERIOR BOUNDARIES OF 'SUMMERLIN WEST VILLAGE 22 – UNIT 2 FINAL MAP', AS SHOWN BY MAP THEREOF ON FILE IN BOOK 163 OF PLATS, PAGE 43, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

ALL OF THAT LAND LYING WITHIN THE EXTERIOR BOUNDARIES OF 'SUMMERLIN WEST VILLAGE 22 – UNIT 2 FINAL MAP', AS SHOWN BY MAP THEREOF ON FILE IN BOOK 163 OF PLATS, PAGE 43, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT B

TITLE EXCEPTIONS

1. Water rights, claims or title to water, whether or not shown by the public records.

2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the Office of the County Assessor, per Nevada Revised Statute 361.260.

3. Any taxes that may be due as provided under NRS 361.4725.

4. This report specifically excludes any reports as to the conditions and/or status of all state, county, city taxes and special assessments. This information will be furnished at a later date.

   APN's: 137-14-314-001 through 005 inclusive; 137-14-410-001 through 013 inclusive; 137-15-810-001 through 007 inclusive (As to Parcel I)

5. This report specifically excludes any reports as to the conditions and/or status of all state, county, city taxes and special assessments. This information will be furnished at a later date.

   APN's: 137-14-411-001 through 005 inclusive; 137-14-811-001; 137-23-110-001 through 011 inclusive; and 137-23-211-001 (as to Parcel II)

6. Reservations and provisions as contained in Patent from the United States of America, recorded September 15, 1955, in Book 67 of Official Records, as Instrument No. 56940 and recorded March 27, 1956 in Book 88 of Official Records, as Instrument No. 73769, Clark County, Nevada.

7. Reservations and provisions as contained in Patent from the United States of America, recorded September 15, 1955, in Book 67 of Official Records, as Instrument No. 56941 and recorded March 27, 1956 in Book 88 of Official Records, as Instrument No. 73768, Clark County, Nevada Records.

8. An easement for public utilities and incidental purposes in the document recorded December 1, 1993 in Book 931201 as Instrument No. 01270 of Official Records.

9. A document entitled "Easement Agreement" recorded October 9, 1995 in Book 951009 as Instrument No. 00023 of Official Records.

10. A document entitled "Grant of Easement for Drainage Facilities" recorded April 2, 1996 in Book 960402 as Instrument No. 01120 of Official Records.

11. A document entitled "Easement Agreement" recorded October 1, 1996 in Book 961001 as Instrument No. 00671 of Official Records.

12. A document entitled "Development Agreement", executed by and between Howard Hughes Properties, Limited Partnership and The City of Las Vegas recorded November 21, 1997 in Book 971121, as Instrument No. 00839 of Official Records.

13. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded December 17, 1997, in Book 971217 as Instrument No. 00748 of Official Records, over a portion of the land.

14. A document entitled "Easement Agreement" recorded March 10, 1999 in Book 990310 as Instrument NO. 01072 of Official Records.

15. Easements as shown and/or dedicated upon the parcel map, recorded in File 91, Page 28 of Parcel Maps.

16. An easement for public utilities and incidental purposes in the document recorded November 3, 1999 in Book 991103 as Instrument No. 00824 of Official Records.

17. Covenants, conditions, easements and restrictions in a permanent easement recorded April 5, 2000, in Book 20000405 as Instrument No. 00607 of Official Records.

18. An easement for Beltway Channel Flood Control Facilities and incidental purposes in the document recorded April 5, 2000 in Book 20000405 as Instrument No. 00611 of Official Records.

19. An easement for Flood Control Facilities and incidental purposes in the document recorded August 15, 2000 in Book 20000815 as Instrument No. 00821 of Official Records.

20. An easement for Flood Control Facilities and incidental purposes in the document recorded August 16, 2000 in Book 20000816 as Instrument No. 00525 of Official Records.

21. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded January 23, 2001 in Book 20010123 as Instrument No. 01409 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

- **The right to levy certain charges or assessments against the land which shall become a lien if not paid as set forth in the above declaration of restrictions, and is conferred upon Summerlin West Community Association.**

  Said document allows for annexation of the land described herein

22. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded March 9, 2001, in Book 20010309 as Instrument No. 00579 of Official Records, over a portion of the land.

23. An easement for public utilities and incidental purposes in the document recorded April 17, 2001 in Book 20010417 as Instrument No. 01977 of Official Records.

24. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded January 17, 2002, in Book 20020117 as Instrument No. 01522 of Official Records, over a portion of the land.

25. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded March 7, 2002, in Book 20020307 as Instrument No. 01856 of Official Records, over a portion of the land.

26. An easement for public utilities and incidental purposes in the document recorded September 19, 2002 in Book 20020919 as Instrument No. 01856 of Official Records.

27. An easement for Nevada Power and incidental purposes in the document recorded April 4, 2003 in Book 20030404 as Instrument No. 00086 of Official Records.

A Partial Relinquishment of Grant of Easement by Nevada Power Company, June 1, 2007 in Book 20070601, as Document No. 03210, of Official Records.

28. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 6, 2004, in Book 20040206 as Instrument No. 01300 of Official Records, over a portion of the land.

29. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 20, 2004, in Book 20040220 as Instrument No. 01664 of Official Records, over a portion of the land.

30. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded May 6, 2004, in Book 20040506 as Instrument No. 01223 of Official Records, over a portion of the land.

31. An easement for public utilities and incidental purposes in the document recorded August 2, 2004 in Book 20040802 as Instrument No. 04556 of Official Records.

32. Easements as shown and/or dedicated upon the final map of Summerlin Village 21 Fire Station 47, on file in Book 120 of plats, Page 17, of Official Records.

33. An easement for public utilities and incidental purposes in the document recorded April 27, 2006 in Book 20060427 as Instrument No. 04171 of Official Records.

34. An easement for public utilities and incidental purposes in the document recorded August 4, 2006 in Book 20060804 as Instrument No. 04986 of Official Records.

35. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 4, 2006, in Book 20061004 as Instrument No. 01716 of Official Records, over a portion of the land.

36. Easements as shown and/or dedicated upon the parcel map, recorded in File 112, Page 94 of Parcel Maps.

37. An easement for public utilities and incidental purposes in the document recorded January 5, 2007 in Book 20070105 as Instrument No. 01581 of Official Records.

38. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded May 29, 2007, in Book 20070529 as Instrument No. 01401 of Official Records, over a portion of the land.

- A document entitled "Las Vegas Valley Water District Partial Relinquishment of Easement and Rights-of-Way" recorded July 21, 2016 in Book 20160721 as Instrument No. 01582 of Official Records.

39. A temporary easement for construction and incidental purposes in the document recorded June 1, 2007 in Book 20070601 as Instrumetn No. 02031 of Official Records.

40. An easement for public utilities and incidental purposes in the document recorded September 5, 2007 in Book 20070905 as Instrument No. 02664 of Official Records.

41. An easement for public utilities and incidental purposes in the document recorded November 19, 2007 in Book 20071119 as Instrument No. 02005 of Official Records.

42. A document entitled "City of Las Vegas Notice of Zoning Action" recorded January 4, 2008 in Book 20080104 as Instrument No. 04220 of Official Records.

43. Covenants, conditions, easement and restrictions in a Grant of Easement for Interim Debris Basin Facilities recorded May 27, 2008, in Book 20080527 as Instrument No. 05039 of Official Records.

44. Covenants, conditions, easement and restrictions in a Permanent Drainage Easement recorded May 27, 2008, in Book 20080527 as Instrument No. 05040 of Official Records.

45. Covenants, conditions, easement and restrictions in a Perpetual Easement for Pedestrian Trail Purposes recorded May 27, 2008, in Book 20080527 as Instrument No. 05041 of Official Records.

46. An easement for public utilities and incidental purposes in the document recorded October 6, 2008 in Book 20081006 as Document No. 03844 of Official Records.

47. An easement for public utilities and incidental purposes in the document recorded October 6, 2008 in Book 20081006 as Document No. 03845 of Official Records.

48. Covenants, conditions, and restrictions in a Declaration of Conditional Transfer Fee Covenants recorded May 10, 2011, in Book 20110510 as Instrument No. 01567 of Official Records.

Document re-recorded October 24, 2013 in Book 20131024 as Instrument No. 00279 of Official Records.

49. Covenants, conditions, and restrictions in a Declaration of Conditional Transfer Fee Covenants recorded May 10, 2011, in Book 20110510 as Instrument No. 01590 of Official Records.

- A document entitled "Partial Release of Declaration of Conditional Transfer Fee Lien" recorded November 24, 2020 in Book 20201124 as Instrument No. 0003028 of Official Records.

As to Lots A, C and D of Parcel 1 and other property

50. Covenants, conditions, and restrictions in a Notice of Private Transfer Fee Obligation recorded May 30, 2012, in Book 20120530 as Instrument No. 04730 of Official Records.

Document(s) declaring modifications thereof recorded October 24, 2013 in Book 20131024 as Instrument No. 00280 of Official Records.

51. Covenants, conditions, and restrictions in a Notice of Private Transfer Fee Obligation recorded May 30, 2012, in Book 20120530 as Instrument No. 04731 of Official Records.

- A document entitled "Partial Release of Notice of Private Transfer Fee Obligation" recorded Novemb 24, 2020 in Book 20201124 as Instrument No. 0003029 of Official Records.

As to Lots A, C & D of Parcel 1

52. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded March 6, 2013, in Book 20130306 as Instrument No. 01541 of Official Records, over a portion of the land.

53. Easements as shown and/or dedicated upon the parcel map, recorded in File 118, Page 100 of Par Maps.

54. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded October 22, 2013, in Book 20131022 as Instrument No. 2145 of Official Records, over a portion of the land.

55. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded June 19, 2014, in Book 20140619 as Instrument No. 03353 of Official Records, over a portion of the land.

56. An easement for underground cables and related facilities or structures and incidental purposes in document recorded June 22, 2014 in Book 20140722 as Instrument No. 01011 of Official Records.

57. An easement for sewer lines and appurtenances thereto and incidental purposes in the document recorded September 22, 2014 in Book 20140922 as Instrument No. 04152 of Official Records.

58. An easement for sewer lines and appurtenances thereto and incidental purposes in the document recorded September 22, 2014 in Book 20140922 as Instrument No. 04153 of Official Records.

59. An easement for drainage channels, pipes, conduits and attached appurtenances and incidental purposes in the document recorded September 22, 2014 in Book 20140922 as Instrument No. 04154 of Official Records.

60. An easement for drainage facilities, sewer lines and appurtenances and incidental purposes in the document recorded September 22, 2014 in Book 20140922 as Instrument No. 04155 of Official Records.

61. A document entitled "Right of Entry" recorded May 11, 2016 in Book 20160511 as Instrument No. 00699 of Official Records.

62. Easements as shown and/or dedicated upon the parcel map, recorded in File 122, Page 22 of Parcel Maps.

63. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded November 13, 2017, in Book 20171113 as Instrument No. 0002029 of Official Records, over a portion of the land.

64. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded November 16, 2017, in Book 20171116 as Instrument No. 0001220 of Official Records, over a portion of the land.

65. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded November 16, 2017, in Book 20171116 as Instrument No. 0001221 of Official Records, over a portion of the land.

66. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded November 16, 2017, in Book 20171116 as Instrument No. 0001222 of Official Records, over a portion of the land.

67. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded November 16, 2017, in Book 20171116 as Instrument No. 0001223 of Official Records, over a portion of the land.

68. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded November 16, 2017, in Book 20171116 as Instrument No. 0001224 of Official Records, over a portion of the land.

69. An easement for Drainage and incidental purposes in the document recorded January 31, 2018 in Book 20180131 as Instrument No. 004862 of Official Records.

70. Easements as shown and/or dedicated upon the parcel map, recorded in File 123, Page 8 of Parcel Maps.

71. An easement for Gas and incidental purposes in the document recorded September 5, 2007 in Book 20070905 as Instrument No. 0002664 of Official Records.

72. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded April 30, 2018, in Book 20180430 as Instrument No. 005037 of Official Records, over a portion of the land.

73. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded April 30, 2018, in Book 20180430 as Instrument No. 0005038 of Official Records, over a portion of the land.

74. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded May 1, 2018, in Book 20180501 as Instrument No. 0001656 of Official Records, over a portion of the land.

75. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded May 1, 2018, in Book 20180501 as Instrument No. 0001659 of Official Records, over a portion of the land.

76. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded May 1, 2018, in Book 20180501 as Instrument No. 0001662 of Official Records, over a portion of the land.

77. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded May 1, 2018, in Book 20180501 as Instrument No. 0001664 of Official Records, over a portion of the land.

78. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded May 1, 2018, in Book 20180501 as Instrument No. 0001665 of Official Records, over a portion of the land.

79. Easements as shown and/or dedicated upon the parcel map, recorded in File 123, Page 36 of Parcel Maps.

80. Covenants, conditions, and restrictions in a Declaration of Special Land Use Restrictions recorded June 15, 2000, in Book 20000615 as Instrument No. 00714 of Official Records.

81. A document entitled "City of Las Vegags Zoning Action" recorded August 29, 2018 in Book 20180829 as Instrument No. 000298 of Official Records.

82. A document entitled "City of Las Vegags Zoning Action" recorded January 9, 2019 in Book 20190109 as Instrument No. 002537 of Official Records.

83. A document entitled "City of Las Vegags Zoning Action" recorded April 18, 2019 in Book 20190418 as Instrument No. 0000239 of Official Records.

84. Easements as shown and/or dedicated upon the parcel map, recorded in File File 125, Page Page 15 of Parcel Maps.

85. Easements as shown and/or dedicated upon the final map of Summerlin West Village 22 - Unit 1, on file in Book 161 of plats, Page 68, of Official Records.

86. Easements as shown and/or dedicated upon the final map of Summerlin West Village 22 - Unit 2 , on file in Book 163 of plats, Page 43, of Official Records.

(Affects Parcel II)

87. An easement for sewer and incidental purposes in the document recorded December 7, 2020 in Book 20201207 as Instrument No. 0000702 of Official Records.

(Affects Parcel II)

88. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 11, 2021 , in Book 20210211 as Instrument No. 0001237 of Official Records, over a portion of the land.

89. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 11, 2021, in Book 20210211 as Instrument No. 0001465 of Official Records, over a portion of the land.

90. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 11, 2021, in Book 20210211 as Instrument No. 0001466 of Official Records, over a portion of the land.

91. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 11, 2021, in Book 20210211 as Instrument No. 0001467 of Official Records, over a portion of the land.

92. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 11, 2021, in Book 20210211 as Instrument No. 0001468 of Official Records, over a portion of the land.

93. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 11, 2021, in Book 20210211 as Instrument No. 0001469 of Official Records, over a portion of the land.

94. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 11, 2021, in Book 20210211 as Instrument No. 0001470 of Official Records, over a portion of the land.

95. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 11, 2021, in Book 20210211 as Instrument No. 0001471 of Official Records, over a portion of the land.

96. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 11, 2021, in Book 20210211 as Instrument No. 0001472 of Official Records, over a portion of the land.

97. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 11, 2021, in Book 20210211 as Instrument No. 0001473 of Official Records, over a portion of the land.

98. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 11, 2021, in Book 20210211 as Instrument No. 0001474 of Official Records, over a portion of the land.

99. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 11, 2021, in Book 20210211 as Instrument No. 0001475 of Official Records, over a portion of the land.

100. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 11, 2021, in Book 20210211 as Instrument No. 0001476 of Official Records, over a portion of the land.

101. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 11, 2021, in Book 20210211 as Instrument No. 0001479 of Official Records, over a portion of the land.

102. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 11, 2021, in Book 20210211 as Instrument No. 0001480 of Official Records, over a portion of the land.

103. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 11, 2021, in Book 20210211 as Instrument No. 0001481 of Official Records, over a portion of the land.

104. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 11, 2021, in Book 20210211 as Instrument No. 0001482 of Official Records, over a portion of the land.

105. An Easement and right-of-way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of pipelines for conducting water with the right of ingress and egress, as conveyed to Las Vegas Valley Water District, a quasi-municipal corporation, by an instrument recorded February 11, 2021, in Book 20210211 as Instrument No. 0001483 of Official Records, over a portion of the land.

(Affects Parcel II)

106. An easement for drainage and incidental purposes in the document recorded February 11, 2021 in Book 20210211 as Instrument No. 0003837 of Official Records.

(Affects Parcel II)

107. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.

108. Rights of parties in possession.

EXHIBIT C

LIST OF PROJECT PLANS

- Summerlin West Village 21/22 3550 Zone Water Main Extension w/ Dual PRV's to 3435 Zone (Far Hills Avenue to Lake Mead Boulevard) & 3435 16" Water Main Extension w/ PRV to 3320 Zone Lake Mead Boulevard (I-215 to Desert Foothills Drive), Water Improvements
- Summerlin West 3435 Zone North Pipeline, Phase V
- Summerlin West 3665 Zone North Pipeline Phase III
- Summerlin West Village Beltway Sewer & Storm Drain Kettle Bend Road to Lake Mead Boulevard
- One Way Couplet - Kettle Ridge Drive (Sunset Run Drive to Kindle Rise Way), Rough Grade and Road Improvements and Street Lights
- Kettle Ridge Drive (Lake Mead Boulevard to Fleet Wing Avenue), Rough Grade and Road Improvements and Street Lights
- Kettle Bend Drive and Kestrel Creek Avenue (Sunset Run Drive to Desert Foothills Drive), Rough Grade and Road Improvements and Street Lights
- Kindle Rise Way (Kettle Bend Drive to Desert Foothills Drive), Rough Grade and Road Improvements and Street Lights
- Flight Range Avenue (Kettle Bend Drive to Desert Foothills Drive), Rough Grade and Road Improvements and Street Lights
- Flight Range Avenue (Desert Foothills Drive to Kettle Ridge Drive), Rough Grade and Road Improvements and Street Lights
- Flight Edge Way (Kettle Bend Road to Desert Foothills Drive), Rough Grade and Road Improvements and Street Lights
- Flight Edge Way (Desert Foothills Drive to Kettle Ridge Drive), Rough Grade and Road Improvements and Street Lights
- Sunset Run (Kettle Ridge to Scurry Bend Drive), Rough Grade and Road Improvements and Street Lights
- Summerlin Parkway (Sky Vista to Sunset Run), Rough Grade and Road Improvements and Street Lights

EXHIBIT D

PROJECT PHASES WITH ESTIMATED COMMENCEMENT AND COMPLETION DATES AND COST

Project #	Project		Total Estimated Cost	Estimated Start Date	Estimated Completion Date	Expected Life
General Benefit Projects:						
1	3550 Zone WL Desert Foothills (Far Hills to Lake Mead)	Water Main Improvement	$ 1,998,736	Complete	Jul-17	50 Years
2	3435 Zone Phase 5 Water Main	Water Main Imp	$ 1,200,258	Dec-20	Mar-22	50 Years
3	3665 Zone South Phase 3 Water Line	Water Main Imp	$ 4,035,466	Apr-21	Jan-22	50 Years
4	Beltway Sewer / RCB	Sewer & Storm Drain Imp	$ 2,706,641	Jul-21	Aug-22	50 Years
8A	Kettle Ridge (Fleet Wing to Sunset Run)	Road Improvements	$ 3,127,679	Jul-21	Aug-22	45 Years
8B	Kettle Ridge (Fleet Wing to Sunset Run)	Street Lights	$ 705,824	Jul-21	Aug-22	50 Years
10A	Kettel Ridge (LM to Fleet Wing)	Road Improvements	$ 3,462,507	Sep-20	Oct-21	45 Years
10B	Kettel Ridge (LM to Fleet Wing)	Road Improvements	$ 404,043	Sep-20	Oct-21	50 Years
14A	Kettle Bend (Sunset to DF)	Road Improvements	$ 9,083,805	Dec-20	Mar-22	45 Years
14B	Kettle Bend (Sunset to DF)	Street Lights	$ 1,643,903	Dec-20	Mar-22	50 Years
Subtotal			$ 28,428,864			
Commercial Core Benefit Parcels:						
17A	Kindle Rise (Kettle Bend to Desert Foothills)	Road Improvements	$ 1,298,980	May-21	May-22	45 Years
17B	Kindle Rise (Kettle Bend to Desert Foothills)	Street Lights	$ 137,761	May-21	May-22	50 Years
19A	Flight Range (Kettle Bend to Desert Foothills	Road Improvements	$ 948,410	Jun-22	Jul-23	45 Years
19B	Flight Range (Kettle Bend to Desert Foothills	Street Lights	$ 131,573	Jun-22	Jul-23	50 Years
20A	Flight Range (Kettle Ridge to Desert Foothills)	Road Improvements	$ 1,240,545	Jul-21	Jul-22	45 Years
20B	Flight Range (Kettle Ridge to Desert Foothills)	Street Lights	$ 241,712	Jul-21	Jul-22	50 Years
22A	Flight Edge (Kettle Bend to Desert Foothills)	Road Improvements	$ 1,027,581	Jul-22	Jul-23	45 Years
22B	Flight Edge (Kettle Bend to Desert Foothills)	Street Lights	$ 116,488	Jul-22	Jul-23	50 Years
23A	Flight Edge (Desert Foothills to Kettle Ridge	Road Improvements	$ 577,163	Jan-22	Jan-23	45 Years
23B	Flight Edge (Desert Foothills to Kettle Ridge	Street Lights	$ 242,961	Jan-22	Jan-23	50 Years
26A	Sunset Run (Kettle Ridge to Scurry Bend)	Road Improvements	$ 1,042,960	Jul-21	Jul-22	45 Years
26B	Sunset Run (Kettle Ridge to Scurry Bend)	Street Lights	$ 554,076	Jul-21	Jul-22	50 Years
27A	Summerlin Parkway (Sky Vista to Sunset Run)	Road Improvements	$ 7,580,317	In progress	Jan-23	45 Years
27B	Summerlin Parkway (Sky Vista to Sunset Run)	Street Lights	$ 897,057	Mar-22	Jan-23	50 Years
Subtotal			$ 16,037,583			
TOTAL VILLAGE 22 SID PROJECT COSTS			**$ 44,466,447**			

EXHIBIT E

SUPPLEMENTAL GENERAL CONDITIONS - CONSTRUCTION

CONSTRUCTION CONTRACT DOCUMENTS

1. REFERENCE SPECIFICATIONS AND DEFINITIONS

It is understood that The Howard Hughes Company, LLC, a Delaware limited liability company (the "Developer"), will be acting as the general contractor for the Project (as defined in the Development and Financing Agreement to which this Exhibit E is attached, the "Agreement") through the Developer's affiliated development management entity, Summerlin Development, LLC, a Delaware limited liability company (the "Contractor"). To the extent applicable, the Developer expressly warrants and acknowledges that all provisions of this Exhibit E and the following Exhibit F pertaining to the Developer will be incorporated into any and all contracts executed by the Developer with the Contractor (the "Contractor Agreements," as applicable to either the Developer or the Contractor) or will otherwise be complied with by the Contractor to the same extent as if the Contractor were a party to the Agreement. Capitalized terms used in this Exhibit E and not otherwise defined have the meanings given to such terms in the Agreement.

The standards and codes listed below are an integral part of the Agreement and are incorporated herein by reference. The Developer and the Contractor are advised to become familiar with the content of the following documents, as they shall govern the construction of the Project. Work on any public utility shall be performed in accordance with the Uniform Standard Specifications and Drawings except where modified by the utilities' own standards.

A. **Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada** (the "Standard Specifications");

B. **Uniform Standard Drawings for Public Works Construction, Clark County Area, Nevada, Volume I and Volume II** (the "Standard Drawings");

C. **Summerlin Area Standard Drawings**;

D. **Manual On Uniform Traffic Control Devices** (the "M.U.T.C.D.");

E. **State of Nevada Standard Specifications for Road and Bridge Construction** (the "NDOT Standard Specifications" or the "State of Nevada Standard Specifications");

F. **State of Nevada Standard Plans for Road and Bridge Construction** (the "NDOT Standard Drawings" or the "State of Nevada Standard Plans");

G. **Nevada Work Zone Traffic Control Handbook** (the "Work Zone Handbook");

H. **American Society for Testing and Materials** (the "ASTM");

I. **Uniform Design and Construction Standards for Water Distribution Systems** (the "Water District Standards");

J. **Southern Nevada Design and Construction Standards for Wastewater Collection Systems** (the "Sewer Specifications"); and

K. **City of Las Vegas Municipal Code** (the "City Code").

2. LICENSING OF CONTRACTOR

As of the date of this Agreement, the Developer represents that the Contractor is duly licensed for this particular work. Should the Contractor intend to sub-let portions of the work, the Developer shall insure that all subcontractors be licensed in accordance with the Nevada State laws and the City Code.

3. CONTRACT DRAWINGS

The plans used by the Contractor (the "CONTRACT DRAWINGS") do not purport to show all the detail of the work. They are intended to illustrate the character and extent of the performed desires under the contract. Therefore, they may be supplemented or revised from time to time, as the work progresses, by Developer's engineer (the "ENGINEER") or by the Contractor.) Drawing revisions and/or additional drawings or sketches will be made and furnished to the Contractor if they are deemed necessary to adequately illustrate the work.

4. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other contract agreements shall be orally made to any subcontractor during the bidding process. Bidders shall take no advantage of any apparent error or omission in the bidding documents. In the event the Bidders discover such an error or omission, they shall immediately notify the ENGINEER. Every request for an interpretation should be in writing addressed to the ENGINEER.

5. CONFLICTING CONDITIONS

Any provisions in the Contractor DRAWINGS which may be in conflict or inconsistent shall be void to the extent of such conflict or inconsistency. The order of precedence of the documents shall be as follows:

A. **Addenda**;

B. **Change Orders**;

C. **Special Conditions**;

D. **Supplemental General Conditions**;

E. **General Conditions**;

F. **Standard Specifications**;

G. **Standard Drawings**; and

H. **Contract Drawings**.

6. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of Chapter 338.010 through 338.090 of N.R.S. and other laws required to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. 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 physically amended to make such insertion or correction. Questions involving the Prevailing Wage Rates – Clark County should be referred to the Labor Commissioner, State of Nevada, at (702) 486-2650.

7. INDEMNITY

The Developer will expressly acknowledge and will agree to protect, indemnify and hold the City, its officers, employees, agents, consulting engineers and other retained consultants, harmless from and against any and all claims, damages, losses, suits, actions, decrees judgments, attorney's fees, court costs and other expenses of any kind or character which the City, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the City, its officers employees, agents, consulting engineers or other retained consultants; (i) as a result of, or by reason of, or arising out of, or on account of, or in consequence of the operations of the Contractor, its subcontractors or agents, or anyone directly or indirectly employed by any sub-contractor or agent, in the fulfillment or performance of the terms, conditions or covenants of this agreement, or (ii) as a result of, or by reason, or arising out of or in account of, or in consequence of, any neglect in safeguarding the work; or (iii) through the use of unacceptable materials in construction of the work; or (iv) because of any claim or amount recovered under the Nevada Industrial Insurance Act, or any other law, ordinance, order or decree. The Developer will defend, at its own expense, the City, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or on account of, or in consequences of any act or omission against which the Developer has indemnified the City. If the Developer shall fail to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Developer, including attorney's fee and court costs.

The Developer shall guarantee the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with this Agreement.

8. CLARK COUNTY POLLUTION CONTROL

Prior to starting construction, the Contractor shall obtain a Dust Control Permit for Construction Activities from the Clark County Department of Air Quality, and shall pay all costs therefore and conform to all rules and regulations thereof.

The Contractor shall so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements including but not limited to:

A. Nevada Revised Statute 445: Air Quality Regulation;

B. Registering with the Clark County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board;

C. Adhering to all Clark County Air Pollution Board regulations; and

D. No time extensions shall be granted for time lost due to violations of Clark County Pollution Regulations.

9. NATIONAL POLLUTION DISCHARGE PERMIT

If the construction activity will disturb one or more acre of land, a General National Pollutant Discharge Elimination System (NPDES) Permit *may* be required. It will be the Developer's responsibility to determine if this permit is required.

10. EQUAL EMPLOYMENT OPPORTUNITY

The Developer acknowledges the following provisions:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin.

B. The Contractor will take action to ensure that the applicants are considered for employment, and that employees are treated during employment without regard to their race, sex, creed, color, or national origin. Such action shall include, but not be limited to the following; employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.

C. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

D. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

11. COMPLIANCE WITH COPELAND ANTI-KICKBACK ACT AND REGULATIONS

The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

12. PROHIBITED INTERESTS

No official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any sub-contract in connection with the construction of the Project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the City to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this contract or in any part hereof, any material supply contract sub-contract, insurance contract, or any other contract pertaining to the project.

13. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contractor Agreements, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with this Agreement, or relieve the Contractor of liability in respect to any express warranties, or responsibility for faulty materials or workmanship. The Developer shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work by the City unless a longer period is specified. The City will give notice to the Developer of observed defects with reasonable promptness.

14. PROSECUTION AND PROGRESS

If applicable, any subcontractor agreements will bind subcontractors and the Contractor by the terms of the General Conditions insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards to terminating any

subcontract that the City may exercise over the Developer under any provisions of the Contractor Agreements.

15. CITY'S RIGHT TO WITHHOLD APPROVAL

The Developer agrees to indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishes of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of the Contractor, (ii) the Developer shall, at the City's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived, and (iii) if the Developer fails to perform, the construction project will not be approved for acquisition until the Developer furnished satisfactory evidence that all obligations have been discharged.

16. WARRANTIES

The Developer shall provide that warranties for equipment, products, material and supplies required by the Standard Specifications, Standard Drawings, and Contract Drawings shall commence at the date of filing of the Notice of Completion.

EXHIBIT F

LIST OF SPECIAL CONDITIONS AND SPECIFICATIONS

The acquisition process for Special Improvement District No. 816 (Summerlin Village 22) (the "District") will be administered by the City of Las Vegas (the "City"), in accordance with the Engineer's Report and the articles outlined in the Development and Financing Agreement (the "Agreement") to which this Exhibit F is attached. This Exhibit F and Exhibit E, which is also attached to the Agreement ("Exhibit E"), constitute the entire set of requirements that The Howard Hughes Company, LLC, a Delaware limited liability company (the "Developer"), must adhere to in order for the City to systematically acquire each segment of the Project (as defined in the Agreement). Exhibit E establishes additional criteria that will be required to provide an orderly and systematic method for the Developer to construct the Project and for the City to acquire the Project. Where this Exhibit F contradicts any item in the Contractor Agreements (as defined in Exhibit E), the methodology set forth in this Exhibit F shall be used to change, amend, alter or modify the Contractor Agreements, as required, to provide for the completion and acquisition of the Project.

1. DEVELOPER DRIVEN SPECIAL IMPROVEMENT DISTRICT DEFINITIONS

A special improvement district is a legal device by which the City can permit a developer to utilize the state laws pertaining to assessment districts (NRS 271) in a format that permits the City to use municipal bond fund proceeds to acquire the infrastructure improvements necessary for the District. The municipal bond fund proceeds are used to acquire those infrastructure improvements the district needs to accomplish its intended purpose. The District is a residential community. The infrastructure improvements are those public improvements required to provide necessary services normally provided by the City to projects of similar scope.

As a developer-driven special improvement district, the Developer will build the Project and the City will acquire segments of the Project on behalf of the future property owners using the bond fund proceeds. The future property owners will be assessed on a benefits basis for the amount of the bond proceeds. It is understood that the Contractor (as defined in Exhibit E) will develop the Project on the Developer's behalf. The procedures for this contracting arrangement are normal and usual for the industry. In order to permit this to occur and simultaneously adhere to the requirements of NRS 338.010 through 338.090 inclusive, the following items are hereby made a part of the Agreement.

A. Project and Construction Projects Defined. As specified in the Agreement, the infrastructure improvements that will be built with the proceeds of the sale of municipal bonds are in aggregate referred to as the Project.

B. Bidding and Award of Construction Projects. The general conditions set forth in Exhibit E establish the requirements that are applicable to the bidding and award of each segment of the Project. Such general conditions are modified by these special conditions to

provide for the special nature of the Developer-driven special improvement district. The modifications include the requirements as follows:

i. **Bidding**. The requirement to publicly notice the bid is waived in order to provide the Developer the latitude to work with qualified contractors that understand the unique nature of the land development business and will work with the Developer to achieve his goals.

ii. **Bid Review**. There will be an opening of all bids, if bidding is selected to obtain the most cost effective contractor.

iii. **Award**. The Developer will proceed to award the Project.

iv. **Bid Tabulations** – If the Project is bid, bid tabulations will be prepared by the Developer listing the contractors and their price breakdown for each of the bid items. Where alternate bid items have been permitted the tabulation shall reflect the alternate bid as well.

v. **Combining of Construction Projects**. If the Developer awards two or more segments of the Project, the payment items in the related construction contract will clearly define the pay items associated with each segment of the Project. If this is not possible then the applicable segments of the Project will be acquired at the same time.

vi. **Notices**. The Developer shall provide copies of the following immediately to the City for each segment of the Project at the time of request for reimbursement for the costs of such segment of the Project:

a. **Notice of Award**

b. **Notice to Proceed**

c. **Notice of Acceptance**

2. SUBMISSION FOR AUDIT/ACQUISITION OF EACH SEGMENT OF THE PROJECT

The following includes a series of documents necessary to have a formal acquisition reviewed. These documents will be submitted along with a statement attesting to their authenticity signed by the Developer. The Developer will submit the applicable segment of the Project for acquisition after receipt of written acceptance by the City. A description or explanation of each item to be included with the payment request is as follows:

A. **Cost Tabulation**. Provide an itemized breakdown of all costs associated with the acquisition. It will include, in a summary format, construction costs certified by the Developer's or the Contractor's engineer, including the determination of the final pay quantities, surveying costs, geotechnical costs, engineering costs, fees and other applicable costs provided for in the Agreement to be considered as part of the payment request.

B. **Contract**. The construction agreement with the Contractor must accompany the payment request for each segment of the Project.

C. **Invoices**. Depending upon the nature of the construction contract between the Developer and the Contractor, it is assumed that on a monthly basis the Contractor will submit to the Developer with its progress payment request a statement of work completed and an invoice for payment of services. This and any subcontractor's requests for payment are to be submitted.

D. **Disbursement Records**. Disbursement records, including proof of payment, must be kept and accompany any payment request for Developer funds which are used to pay for each segment of the Project and other costs as provided in A above.

E. **Prevailing Wage; Certified Payroll**. All contracts for the construction of each segment of the Project are required to have the employees of the Contractor compensated with the then prevailing wage. A copy of the certified payroll for the Contractor and any subcontractors must be submitted with each and every payment request.

F. **Change Orders**. In the event a change order is required in order to have the Contractor complete items beyond the scope of the agreement with the Contractor, the change order documents must accompany the request. The actual procedure for having a change order approved and authorized is established during the startup of any construction activity. Change orders will be reviewed at the time they occur and in the period for which payment is necessary. Change orders will not be paid to the Developer until the final acquisition of the segment of the Project is reviewed and only if the segment of the Project contains excess funds and the change order is determined to be legitimate.

G. **Discrepancies/Resolutions**. In the event there are contractual items between the Developer and the Contractor that bear upon the payment request, these items must be submitted, in writing, as part of the request. The City will review the documents and determine if they have any bearing upon the payment request.

H. **Evidence of Acceptance**. For each segment of the Project, evidence of acceptance from the applicable utility or government must accompany the submittal.

I. **Permitting Information** – It is understood that construction permits will be obtained from several agencies in order for each segment of the Project to move forward. Any payments made to obtain permits related to any segment of the Project must be submitted for such segment of the Project. The City also reserves the right to request a copy of each applicable permit.

J. **Liens** – Preliminary Notices and Final Lien Releases will be submitted for all subcontractors and suppliers involved with each segment of the Project.

EXHIBIT G

PREVAILING WAGES

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

TERRY REYNOLDS
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409

2021 PREVAILING WAGE RATES
CLARK COUNTY

DATE OF DETERMINATION: October 1, 2020

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER $100,000 BID/AWARDED OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021*

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

As Amendments/Revisions are made to the wage rates, these will be posted on the website for each respective Region. Please review regularly for any Amendments/Changes that are posted or contact our offices directly for further assistance.

AIR BALANCE TECHNICIAN
ALARM INSTALLER
BOILERMAKER
BRICKLAYER
CARPENTER
CEMENT MASON
ELECTRICIAN-COMMUNICATION TECH.
ELECTRICIAN-LINE
ELECTRICIAN-NEON SIGN
ELECTRICIAN-WIREMAN
ELEVATOR CONSTRUCTOR
EQUIPMENT GREASER (GREASE TRUCK)
EQUIPMENT GREASER (GREASE TRUCK/MULTI SHIFT)
EQUIPMENT GREASER TUNNEL(GREASE TRUCK)
FENCE ERECTOR
FIELD SOILS AND MATERIAL TESTER
FLAGPERSON
FLOOR COVERER
GLAZIER
HIGHWAY STRIPER
HOD CARRIER-BRICK MASON
HOD CARRIER-PLASTERER TENDER
IRON WORKER
LABORER
MECHANICAL INSULATOR
MILLWRIGHT
OPERATING ENGINEER
OPERATING ENG. STEEL FABRICATOR/ERECTOR
OPERATING ENGINEER-PILEDRIVER
PAINTER
PILEDRIVER (NON-EQUIPMENT)
PLASTERER
PLUMBER/PIPEFITTER REFRIGERATION
ROOFER (Does not include sheet metal roofs)
SHEET METAL WORKER
SPRINKLER FITTER
SURVEYOR (NON-LICENSED)
TAPER
TILE /TERRAZZO WORKER/MARBLE MASON
TRAFFIC BARRIER ERECTOR
TRUCK DRIVER
WELL DRILLER

Nevada Revised Statutes (NRS) 338.010(21) "Wages" means:

a) The basic hourly rate of pay; and
b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the workman.

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman.
"Bona fide fringe benefit" means a benefit in the form of a contribution that is made not less frequently than monthly to an independent third party pursuant to a fund, plan or program: (a) Which is established for the sole and exclusive benefit of a worker and his or her family and dependents; and (b) For which none of the assets will revert to, or otherwise be credited to, any contributing employer or sponsor of the fund, plan or program. The term includes, without limitation, benefits for a worker that are determined pursuant to a collective bargaining agreement and included in the determination of the prevailing wage by the Labor Commissioner pursuant to NRS 338.030.

Please see NRS 338.010 for further details on "Bona fide fringe benefits" and reporting requirements and exceptions.

Job Descriptions for Recognized Classes of Workmen

Regarding job descriptions for public works projects, please take notice of the following:

1. The job description links have been redacted to include ONLY the scope of work for the craft.

2. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."

3. The work description for a particular class is not intended to be jurisdictional in scope.

4. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in writing, for a determination of the applicable classification and pay rate for a particular type of work.

5. The job descriptions set forth or referenced herein supersede any and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.

6. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:

- Amendments to the prevailing wage determinations;
- Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

Zone Rates
The zone rate has been added to each applicable craft.

Premium Pay
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES

CRAFT	RATE	Union or Non-Union Rate
AIR BALANCE TECHNICIAN		Union
Air Balance Technician-Journeyman		79.50
Air Balance Technician-Foreman		84.56
Air Balance Technician-General Foreman		89.62

See AIR BALANCE TECHNICIAN JOB DESCRIPTION

ADD ZONE RATE
In addition to SHEET METAL WORKER rates add the applicable amounts per hour, calculated on a radius from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 30 miles	$0.00
Zone 2-	31 to 50 miles	$2.50
Zone 3-	51 to 100 miles	$3.50 (including Laughlin)
Zone 4-	over 100 miles	$5.00

ADD PREMIUM PAY

All work performed outside the regular working hours and performed during the regular work week shall be at one and one-half (1½) times the straight time rate of pay.

Sunday and Holidays shall be paid at double (2) times the straight time of pay.

ALARM INSTALLER	Union
Alarm Installer	68.53
Alarm Installer Foreman	73.98
Alarm Installer General Foreman	79.43

See ALARM INSTALLER JOB DESCRIPTION

In addition to Alarm Installer rates add the applicable amounts per hour, based on a radius from the intersection of Main and Fremont in Las Vegas:

Zone 1-	0 to 25 miles	$0.00
Zone 2-	25 to 55 miles	$2.50
Zone 3-	56 miles and over	$3.50

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:
1. For all hours worked over eight (8) hours worked in one day or a shift.

Double the regular straight time hourly rate shall be paid for all time:
1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Saturday, Sunday or Holidays from midnight to midnight.

SHIFT DIFFERENTIAL
1. Second Shift (Swing) will be paid a premium of 15% for all hours worked.

2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.

HIGH TIME
1. All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (1/2) the straight time hourly rate.

FULL PROTECTIVE GEAR
1. Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

BOILERMAKER	Union
Boilermaker	65.94

BOILERMAKER, includes but is not limited to:
1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

BRICKLAYER	Union
Bricklayer-Journeyman	59.83

See BRICKLAYER JOB DESCRIPTION

In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a road of over fifty (40) miles from the City Hall of Las Vegas, Nevada:

Zone 1-	0-40 Miles	$0.00
Zone 2-	41-50 Miles	$2.50
Zone 3-	51-70 Miles	$5.00
Zone 4-	Over 70 Miles	$7.50

The area within the city limits of Boulder City and Primm, Nevada shall be considered free zones.

ADD PREMIUM PAY
Section A. Hours. The standard workday shall consist of eight (8) continuous hours of work between the hours of 5:30 a.m. and 4:30 p.m.,

Section B. Overtime All work in excess forty (40) hours during the established work week shall be paid at the rate of one and one half (1-1/2) times the hourly base wage rate in effect. Employees will be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day, and double time (2x) after ten (10) hours in a single day.
1. Employees will be paid double time for hours worked on Union recognized Holidays.

2. Employees will be paid double time on Sundays.

3. Work performed on Saturday will be paid at one and one-half (1-1/2) times the regular wage rate, in accordance with Article XVII, Section D. Work performed on Saturdays in excess of eight (8) hours shall

be paid at double the applicable hourly rate.

Section C.
1. The first shift shall be the regular day shift insofar as computing wage payments is concerned, and the first day shift shall work a regular eight-hour shift, with a one half-hour unpaid lunch period midway through the shift. The normal starting time for the first shift shall be between 5:30-10:00 a.m.

2. If two work shifts are established, the second shift shall consist of eight (8) hours of continuous work, with a one half-hour unpaid lunch period midway through the shift. Employees working on the second shift shall receive eight hours times the basic straight time rate plus an additional fifty cents ($.50) per hour for each of those eight hours.

3. If three work shifts are established, the third shift shall consist of seven hours of continuous work, plus one half-hour unpaid lunch period midway through the shift. Employees working on the third shift shall receive the basic straight time rate plus three dollars and twenty-five cents ($3.25) for each of those seven hours.

4. Time worked in excess of seven hours on the third shift shall be paid at the appropriate overtime rate.
Holidays. The Employer agrees to recognize the following holidays: New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day, and Christmas Day. Any holiday falling on a Sunday will be observed on the Monday following, and any holiday falling on a Saturday will be observed on the preceding Friday.
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

CARPENTER	Union
Carpenter-Journeyman	65.36
Carpenter-Welder	66.36
Carpenter-Foreman	69.40
Carpenter-General Foreman	73.84

See CARPENTER JOB DESCRIPTION

ADD ZONE RATE
In addition to CARPENTER rates add the applicable amounts per hour, calculated from Maryland Parkway and Charleston Boulevard, Las Vegas:

Zone 1-	0 to 40 miles	$0.00
Zone 2-	40 to 60 miles	$2.50
Zone 3-	Over 60 miles	$4.25
Colorado River Region		$2.00

ADD PREMIUM PAY

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X).

Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). When working on Sundays and holidays, there will be one dollar and fifty cents ($1.50) per hour additional paid to Pension Annuity.

CEMENT MASON	Union

Cement Mason-Journeyman	59.33
Cement Mason-Foreman	63.55
Cement Mason-General Foreman	65.66

See CEMENT MASON JOB DESCRIPTION

ADD ZONE RATE
In addition to CEMENT MASON rates add the applicable amounts per hour, calculated based on a radius from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 50 miles	$0.00
Zone	over 50 miles	$4.00

ADD PREMIUM PAY
OVERTIME – The first two (2) hours worked outside the regularly constituted shift shall be at the rate of time and one-half (1 ½). All additional hours shall be at the rate of double time (2x). On Saturday work, the first ten (10) hours shall be at time and one-half (1 ½) and all additional hours at double time (2x). Sundays and Holidays shall be at double time (2x). All hours worked after ten (10) hours are at the rate of double time (2x) Monday through Saturday.

For employees on a second shift, all hours worked in excess of seven and one-half (7 ½) hours shall be paid for at the appropriate overtime rate as described above. For employees on a third shift, all hours worked in excess of seven (7) hours shall be paid for at the appropriate overtime rate as described above.

ELECTRICIAN- COMMUNICATION TECHNICIAN	Union
Installer/Technician	49.08
Senior Installer/Technician	68.53
Installer/Technician Foreman	73.98
Installer/Technician General Foreman	79.43

See ELECTRICIAN-COMMUNICATION TECH JOB DESCRIPTION

ADD ZONE RATE
In addition to ELECTRICIAN-Communication Technician, rates, add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

Zone 1-	0 to 25 miles	$0.00
Zone 2-	26 to 55 miles	$2.50
Zone 3-	55 miles and over	$3.50

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:
1. For all hours worked over eight (8) hours worked in one day either before or after a shift.
Double the regular straight time hourly rate shall be paid for all time:
1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Saturday, Sunday or Holidays from midnight to midnight.

SHIFT DIFFERENTIAL
1. Second Shift (Swing) will be paid a premium of 15% for all hours worked.
2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.

HIGH TIME

1. All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (1/2) the straight time hourly rate.

FULL PROTECTIVE GEAR
1. Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR	Union
Groundman	45.69
Lineman	68.38
Foreman	74.80
General Foreman	81.44
Heavy Equipment Operator	56.09

See ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR JOB DESCRIPTION

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

ELECTRICIAN-NEON SIGN	Union
Journeyman	54.44
Foreman	55.44

ELECTRICIAN-NEON SIGN, includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs;
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:
1. For all hours worked over eight (8) hours in one day or shift, either before or after the shift.
2. For up to 8 hours worked on Saturday from midnight to midnight.
Double the regular straight time hourly rate shall be paid for all time:
1. For all hours worked over eleven (11) hours in one day or shift, Monday thru Friday.
2. For all hours worked in excess of 8 hours on Saturday, Sundays or Holidays.

SHIFT DIFFERENTIAL
Second Shift (Swing) will be an additional $0.75 cents per hour.
Third Shift (Graveyard) will be an additional $1.00 per hour.

HIGH TIME (Working at heights)
1. All employees working at height of 65 feet and subject to a direct fall shall be paid an additional $2.25 per hour in addition to their normal rate for a minimum of 2 hours.
2. All employees working at height of 125 feet or when repelling below 65 feet shall be paid an additional $3.25 per hour in addition to their normal rate for a minimum of 4 hours.

FOREMAN
1. First employee on the job must have a CDL and Welder certification and shall be paid $1.00 per hour in addition to their normal rate of pay.
2. When supervising (5) or more workers shall be paid an additional $1.25 per hour.

ELECTRICIAN-WIREMAN	Union
Wireman-Journeyman	68.89
Wireman-Cable Splicer	69.41
Wireman-Foreman	74.38
Wireman-General Foreman	79.87

See ELECTRICIAN WIREMAN JOB DESCRIPTION

ADD ZONE RATE
In addition to ELECTRICIAN-Wireman rates, add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

Zone 1-	0 to 25 miles	$0.00
Zone 2-	26 to 55 miles	$2.50
Zone 3-	over 55 miles	$3.50

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:
1. For all hours worked over eight (8) hours worked in one day either before or after a shift.
Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Saturday, Sunday or Holidays from midnight to midnight.

SHIFT DIFFERENTIAL
1. Second Shift (Swing) will be paid a premium of 15% for all hours worked.
2. Third Shift (Graveyard) will be paid a premium of 30% for all hours worked.

HIGH TIME
1. All employees working within 5 feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (1/2) the straight time hourly rate.

FULL PROTECTIVE GEAR
1. Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

WELDERS
1. Wiremen when welding shall be paid a premium of five percent 5% over their normal rate of pay.

ELEVATOR CONSTRUCTOR	Union
Elevator Constructor-Journeyman Mechanic	92.65
Elevator Constructor-Mechanic In Charge	99.82

ELEVATOR CONSTRUCTOR, includes but is not limited to:
1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger

elevators, escalators and dumbwaiters;
2. Cutting prefabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;
3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

EQUIPMENT GREASER (RACK)	Union
Equipment Greaser (Rack)	77.23

ADD ZONE RATE
In addition to: EQUIPMENT GREASER (RACK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 32.5 miles	$0.00
Zone 2-	32.5 to 45 miles	$3.00
Zone 3-	45 to 60 miles	$4.00
Zone 4-	over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

EQUIPMENT GREASER (GREASE TRUCK)	Union
Equipment Greaser (Grease Truck)	79.82

ADD ZONE RATE
In addition to: EQUIPMENT GREASER (GREASE TRUCK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 32.5 miles	$0.00
Zone 2-	32.5 to 45 miles	$3.00
Zone 3-	45 to 60 miles	$4.00
Zone 4-	over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT)	Union
Equipment Greaser (Grease Truck/Multi-Shift)	78.72

ADD ZONE RATE

In addition to: EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 32.5 miles	$0.00
Zone 2-	32.5 to 45 miles	$3.00

Zone 3-	45 to 60 miles	$4.00
Zone 4-	over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

EQUIPMENT GREASER TUNNEL (GREASE TRUCK)	Union
Tunnel, Equipment Greaser (Grease Truck)	79.44

ADD ZONE RATE
In addition to: TUNNEL, EQUIPMENT GREASER (GREASE TRUCK) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 32.5 miles	$0.00
Zone 2-	32.5 to 45 miles	$3.00
Zone 3-	45 to 60 miles	$4.00
Zone 4-	over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

FENCE ERECTOR	Non-Union
Fence Erector	19.02

FENCE ERECTOR
Includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power-driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level;

FIELD ASPHALTIC CONCRETE (SOILS AND MATERIAL TESTER)	Union
Field Asphaltic Concrete (Soils and Material tester)	76.94

ADD ZONE RATE
In addition to: FIELD ASPHALTIC CONCRETE (SOILS AND MATERIALS TESTER) rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 32.5 miles	$0.00
Zone 2-	32.5 to 45 miles	$3.00
Zone 3-	45 to 60 miles	$4.00
Zone 4-	over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

FIELD SOILS AND MATERIAL TESTER	Union
Field Soils and Material Tester	76.94

ADD ZONE RATE
In addition to: FIELD SOILS AND MATERIAL TESTER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 32.5 miles	$0.00
Zone 2-	32.5 to 45 miles	$3.00
Zone 3-	45 to 60 miles	$4.00
Zone 4-	over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

FLAGPERSON	Union
Flagperson	57.29

FLAG PERSON, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

ADD ZONE RATE
In addition to: FLAGPERSON rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 50 Miles	$0.00
Zone 2-	50 Miles and Over	$3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

FLOOR COVERER **See Amendment 2**	Union
Floor Coverer-Journeyman	54.76
Floor Coverer-Foreman	60.64

See FLOOR COVERER JOB DESCRIPTION

ADD PREMIUM PAY
One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate.

2. For all hours worked on Saturday beyond 8 hours (2 X) times the straight time rate.
3. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at $2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

GLAZIER **See Amendment 3**	Union
Glazier-Journeyman	77.05
Glazier-Foreman	81.95
Glazier-Superintendent	84.39

See GLAZIER JOB DESCRIPTION

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first two (2) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond ten (10) hours shall be paid at two (2 X) times the straight time rate.
2. For all hours worked on Saturday beyond 8 hours (2 X) times the straight time rate.
3. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Also, if there is less than 10 hours between shifts, the 2nd shift becomes an extension of the 1st shift.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at 10% differential for all hours worked including overtime. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

HIGHWAY STRIPER	Union
Highway Striper	58.79

HIGHWAY STRIPER, includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

In addition to: HIGHWAY STRIPER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:

Zone 1- 0 to 50 Miles $0.00
Zone 2- 50 Miles and Over $3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

HOD CARRIER-BRICK MASON TENDER	Union
Brick Mason	59.10

HOD CARRIER-BRICK MASON TENDER, includes but is not limited to:

1. Tending to or assisting brick masons, bricklayers and stonemasons;
2. Mixing, packing, wheeling and tempering mortar and fire clay;
3. Mixing, supplying and holding materials or tools;
4. Mixing, handling and conveying all other materials used by brick masons, bricklayers and stone masons;
5. Building scaffolds, trestles, boxes and swinging staging used exclusively by bricklayers and stone masons;
6. Hanging cables and placing putlogs;
7. Carrying bricks and mortar in a hod;
8. Cleaning work area and equipment of bricklayers and stone masons

ADD LABORER ZONE RATE
In addition to: HOD CARRIER-PLASTERER – BRICK MASON TENDER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 50 Miles	$0.00
Zone 2-	50 Miles and Over	$3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

HOD CARRIER-PLASTERER TENDER	Union
Plasterer Tender-Journeyman	60.19
Plasterer Tender-Foreman	Foreman $3.00 above highest paid journeyman supervised.
Plasterer Tender-General Foreman	General Foreman $3.00 above highest paid foreman supervised.

See HOD CARRIER-PLASTERER TENDER

ADD LABORER ZONE RATE
In addition to: HOD CARRIER-PLASTERER TENDER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 50 Miles	$0.00
Zone 2-	50 Miles and Over	$3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

IRON WORKER	Union
Ironworker-Journeyman	74.49
Ironworker-Foreman	78.59
Ironworker-General Foreman	83.10

See IRON WORKER JOB DESCRIPTION

ADD ZONE RATE **SEE AMENDMENT 4 FOR ZONE RATES, SEE AMENDMENT 4A & 4B**

In addition to Iron Worker rates add the applicable amounts per hour, calculated based on a road mile from the Las Vegas City Hall.

Zone 1- 60 - 75 Miles $3.13
Zone 2- 75 - 100 Miles $6.26
Zone 3- 100 miles and over $7.50

Travel Reimbursement First Day In/ Last Day Out

Zone 1 - 60 - 75 Miles $25.00
Zone 2- 75 - 100 Miles $50.00
Zone 3- 100 miles and over $60.00
Each additional 50 miles $25.00

ADD PREMIUM PAY

One and one half (1X) the regular straight time hourly rate shall be paid:

1. For the first two (2) hours worked in excess of eight (8) on a regular workday Monday-Friday
2. For the first eight (8) hours on Saturday

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over ten (10) hours in one day or shift.
2. For any hours worked on Sunday.
3. For all hours worked over eight (8) on Saturday
4. For all hours worked on Holidays

Shift Pay

1. 2nd shift add 6% of hourly wage
2. 3rd shift add 13% of hourly wage
3. Dedicated shift add 6% of hourly wage

LABORER	Union
SEE GROUP CLASSIFICATIONS	
Group 1	58.79
Group 2	59.00
Group 3	59.10
Group 4	59.19
Group 5	59.29
Group 6A	60.53
Group 6B	60.03
Group 6C	59.78

Group 6D	60.39
Group 6E	60.03
Group 7	59.10
Foreman $3.00 above highest paid journeyman supervised.	
General Foreman $3.00 above highest paid foreman supervised.	

See LABORER JOB DESCRIPTION

ADD LABORER ZONE RATE
In addition to: LABORER rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:
Zone 1- 0 to 50 Miles $0.00
Zone 2- 50 Miles and Over $3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

MECHANICAL INSULATOR	Union
Mechanical Insulator-Journeyman	68.48
Mechanical Insulator-Foreman	72.34
Mechanical Insulator-General Foreman	76.20

See MECHANICAL INSULATOR JOB DESCRIPTION

ADD ZONE RATE
In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a road mile figured from Clark County Courthouse:
Zone 1- 20-45 miles- $4.00
Zone 2- 45-75 miles- $5.00
Zone 3- 75-150 miles- $7.00
Zone 4- 150 miles and over- $8.00

ADD PREMIUM PAY
Swing Shift 10% per hour $4.83
Grave Shift 15% per hour $7.24

MILLWRIGHT	Union
Millwright-Journeyman	66.36
Millwright-Welder	67.36
Millwright-Foreman	70.23
Millwright-General Foreman	74.49

See MILLWRIGHT JOB DESCRIPTION

ADD ZONE RATE
In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from

Maryland Parkway and Charleston:

Zone 1-	0-20 miles	$0.00
Zone 2-	20-40 miles	$2.50
Zone 3-	over 40 miles	$4.25

ADD PREMIUM PAY

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X).

Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). When working on Sundays and holidays, there will be one dollar and fifty cents ($1.50) per hour additional paid to Pension Annuity.

OPERATING ENGINEER	Union
SEE GROUP CLASSIFICATIONS	
Group 1	75.99
Group 2	76.94
Group 3	77.23
Group 4	78.72
Group 5	79.82
Group 6	78.94
Group 7	80.04
Group 8	79.05
Group 9	80.15
Group 10	79.17
Group 11	80.27
Group 12	79.34
Group 13	79.44
Group 14	79.47
Group 15	79.55
Group 16	79.67
Group 17	79.84
Group 18	79.94
Group 19	80.05
Group 20	80.17
Group 21	80.34
Group 22	80.44
Group 23	80.55
Group 24	80.67
Group 25	80.84
Add $.50 per hour for "Special" Shift	
Add $1.00 per hour for "Multiple" Shift	

OPERATING ENGINEER, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and

grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
In addition to: OPERATING ENGINEER rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 32.5 miles	$0.00
Zone 2-	32.5 to 45 miles	$3.00
Zone 3-	45 to 60 miles	$4.00
Zone 4-	over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

OPERATING ENGINEER: CRANES, PILEDRIVING, & HOISTING EQUIPMENT	Union
SEE GROUP CLASSIFICATIONS	
Group 1	
Engineer Oiler	79.67
Forklift Operator	78.58
Group 2	
Truck Crane Oiler	78.72
Group 3	
A-Frame or Winch Truck Operator	78.72
Ross Carrier Operator (Jobsite)	78.72
Group 4	
Bridge-Type Unloader and Turntable Operator	78.72
Helicopter Hoist Operator	78.72
Group 5	
Hydraulic Boom Truck (Pitman)	78.94
Stinger Crane (Austin-Western or Similar Type)	78.94
Tugger Hoist Operator (1 Drum)	78.94
Group 6	
Bridge Crane Operator	79.05
Cretor Crane Operator	79.05
Hoist Operator (Chicago Boom and Similar Type)	79.05
Lift Mobile Operator	79.05
Lift Slab Machine Operator (Vagtborg and Similar Types)	79.05
Material Hoist/Manlift Operator	79.05
Polar Gantry Crane Operator	79.05
Self Climbing Scaffold (or Similar Type)	79.05
Shovel, Backhoe, Dragline, Clamshell Operator (Over 3/4 YD. and up to 5 CU. YDS. M.R.C.)	79.05

Silent Piler	79.05
Tugger Hoist Operator (2 Drum)	79.05
Group 7	
Pedestal Crane Operator	79.17
Shovel, Backhoe, Dragline, Clamshell Operator (over 5 CU. YDS. M.R.C.)	79.17
Tower Crane Repairman	79.17
Tugger Hoist Operator (3 Drum)	79.17
Group 8	
Crane Operator (up to and including 25-ton capacity)	81.14
Crawler Transporter Operator	79.34
Derrick Barge Operator (up to and including 25-ton capacity)	79.34
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (up to and including 25-ton capacity)	79.34
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 CU. YDS. M.R.C.)	79.34
Group 9	
Crane Operator (over 25 tons up to and including 50 tons M.R.C.)	81.14
Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)	79.51
Highline Cableway Operator	79.51
Hoise Operator, Stiff Legs, Guy Derrick or Similar Type (over 25 tons, up to and including 50 tons M.R.C.)	79.51
K-Crane	79.51
Polar Crane Operator	79.51
Self-Erecting Tower Crane Operator Maximum Lifting Capacity Ten (10) Tons. One (1) Ton Operator)	79.51
Group 10	
Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	82.56
Derrick Barge Operator (over 50 tons, up to and including 100 tons M.R.C.)	80.51
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 50 tons, up to and including 100 tons M.R.C.)	80.51
Mobile Tower Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	82.56
Group 11	
Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	83.06

Derrick Barge Operator (over 100 tons, up to and including 200 tons M.R.C.)	81.51
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 100 tons, up to and including 200 tons M.R.C.)	81.51
Mobile Tower Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	83.06
Tower Crane Operator and Tower Gantry	83.51
Group 12	
Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	85.70
Derrick Barge Operator (over 200 tons up to and including 300 tons M.R.C.)	82.51
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 200 tons up to and including 300 tons M.R.C.)	82.51
Mobile Tower Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	85.70
Group 13	
Crane Operator (over 300 tons)	87.07
Derrick Barge Operator (over 300 tons)	83.51
Helicopter Pilot	83.51
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 300 tons)	83.51
Mobile Tower Crane Operator (over 300 tons)	87.07
Add $ .50 per hour for "Special" Shift	
Add $1.00 per hour for "Multiple" Shift	

OPERATING ENGINEER, includes but is not limited to:
Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
In addition to: CRANES, PILEDRIVING AND HOISTING EQUIPMENT rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 32.5 miles	$0.00
Zone 2-	32.5 to 45 miles	$3.00
Zone 3-	45 to 60 miles	$4.00
Zone 4-	over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

OPERATING ENGINEER-SURVEYOR	Union

SEE GROUP CLASSIFICATIONS	
Group 1	77.91
Group 2	78.72
Group 3	78.94
Group 4	79.22
Group 5	79.34
Group 6	79.44
Group 7	79.47
Group 8	79.84
Group 9	79.97
Group 10	80.47

OPERATING ENGINEER, includes but is not limited to:
Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE
In addition to: OPERATING ENGINEER-SURVEYOR rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 32.5 miles	$0.00
Zone 2-	32.5 to 45 miles	$3.00
Zone 3-	45 to 60 miles	$4.00
Zone 4-	over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

OPERATING ENGINEER –TUNNEL	Union
SEE GROUP CLASSIFICATIONS	
Group 1	77.84
Group 2	78.79
Group 3	79.08
Group 4	79.22
Group 5	79.44
Group 6	79.54
Group 7	79.67
Group 8	79.84
Group 9	79.97

OPERATING ENGINEER, includes but is not limited to:
Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE

In addition to: OPERATING ENGINEER-TUNNEL rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 32.5 miles	$0.00
Zone 2-	32.5 to 45 miles	$3.00
Zone 3-	45 to 60 miles	$4.00
Zone 4-	over 60 miles	$4.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

PAINTER	Union
Painter-Journeyman	61.92
Painter-Foreman	65.75
Painter-General Foreman	69.93

See PAINTER JOB DESCRIPTION

ADD ZONE RATE
Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

Zone 1-	0 to 40 miles	$0.00
Zone 2-	41 to 60 miles	$2.50
Zone 3-	over 60 miles	$4.25
Laughlin		$2.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate.
2. For all hours worked on Saturday beyond 8 hours (2 X) times the straight time rate.
3. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*If there is less than 8 hours between shifts then the 2nd shift becomes a continuation of the 1st shift, and if the majority of the work performed is outside of the regular day shift then it is 7-1/2 hours for 8.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at $2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

PILEDRIVER	Union
Driverman, Rigman, Bridge and Dock Carpenter	65.56

Certified Welder	66.56
Piledriver-Foreman	69.62
Diver-Diving (wet pay)	116.24
Stand-By Diver	70.62
Tender	69.62

PILEDRIVER, includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;
2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;
3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures;

ADD ZONE RATE
In addition to PILEDRIVER rates add the applicable amounts per hour, calculated from Maryland Parkway and Charleston Boulevard, Las Vegas:

Zone 1-	0 to 40 miles	$0.00
Zone 2-	40 to 60 miles	$2.50
Zone 3-	Over 60 miles	$4.25
Colorado River Region		$2.00

ADD PREMIUM PAY

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X).

Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). When working on Sundays and holidays, there will be one dollar and fifty cents ($1.50) per hour additional paid to Pension Annuity.

PLASTERER	Union
Plasterer-Journeyman	57.81
Plasterer-Foreman	61.89
Plasterer-General Foreman	63.93

See PLASTERER JOB DESCRIPTION

ADD ZONE RATE
In addition to PLASTERER rates add the applicable amounts per hour, calculated from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 50 miles	$0.00
Zone 2-	over 50 miles	$4.00

ADD PREMIUM PAY

OVERTIME – The first two (2) hours worked outside the regularly constituted shift shall be at the rate of time and one-half (1 ½). All additional hours shall be at the rate of double time (2x). On Saturday work, the first ten (10) hours shall be at time and one-half (1 ½) and all additional hours at double time (2x). Sundays and Holidays shall be at double time (2x). All hours worked after ten (10) hours are at the rate of double time (2x) Monday through Saturday.

For employees on a second shift, all hours worked in excess of seven and one-half (7 ½) hours shall be paid for at the appropriate overtime rate as described above. For employees on a third shift, all hours worked in excess of seven (7) hours shall be paid for at the appropriate overtime rate as described above.

HIGH TIME – On jobs where employees are required to work from swinging scaffold, suspended from a rope or cable, bosun chair, brackets, cantilevers or outrigger from the ground, they shall receive an additional one dollar ($1.00) per hour.

NOZZLE MAN – The nozzle man applying fireproofing material shall receive an additional $2.00 per hour for the period in which he operates any nozzle.

PLUMBER/PIPEFITTER	Union
Plumber/Pipefitter-Journeyman	68.73
Plumber/Pipefitter -Foreman	73.34
Plumber/Pipefitter -General Foreman	77.93

PLUMBER, includes but is not limited to:
Installation of all plumbing, pipe fitting, and refrigeration systems and component parts thereof, including fabricating, assembling, erecting, installing, testing, balancing, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, tying on and hoisting of all piping materials, by any method, including all hangers and supports of every description, the unloading and setting of kitchen equipment, the testing and balancing of all plumbing and pipefitting systems or component parts thereof, the operation of pumps, air compressors and welding machines, as well as equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device.

ADD ZONE RATE
In addition to PLUMBER/PIPEFITTER rates employees performing work on Public Works Projects shall be entitled to the following wage rates for all hours worked, calculated on an air mile radius from the Clark County Regional Justice Center:

Zone 1-	0-20 miles	$0.00
Zone 2-	21-45 miles	$3.75
Zone 3-	46-75 miles	$7.50
Zone 4-	76 miles and over	$11.25

ADD PREMIUM PAY
Holidays - All work performed on the following holidays shall be paid at two (2) times the regular hourly wages: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If any of the above holidays fall on a Sunday, the Monday following shall be observed as the holiday. If any of the above holidays fall on a Saturday, the Friday preceding shall be observed as the legal holiday.

Overtime – Overtime worked on a regular work day, Monday through Friday, will be paid at a rate of one and one-half (1 ½) times the regular rate of pay for the first two hours worked before or after the regular eight (8) hour shift, and at two (2) times the regular rate of pay for all hours in excess of ten (10) hours. The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (l ½) times the regular rate of pay, and all hours in excess of ten (10), and Sundays and holidays will be paid at two (2) times the regular rate of pay. A work week may consist of four (4) consecutive ten (10) hour days, at regular rate of pay Monday through Thursday with no rotating shifts. Overtime after ten (10) hours per day or forty (40) hours in the four-day week shall be paid at two (2) times the regular rate of pay. Fridays

and/or Saturdays will be paid at time and one-half (1 ½) the regular rate of pay for the first eight (8) hours of work. Hours worked after eight (8) hours on Friday and Saturday, and all hours worked on Sunday and holidays shall be at two (2) times the regular rate of pay. An eight (8) hour break between shifts shall be observed.

Shiftwork – Shift work is permitted when the shifts are of five (5) or more day's duration. The first shift shall work a regular eight (8) hour day between the hours of 6 a.m. and 4:30 p.m. The second shift shall work a minimum of eight (8) hours, not including a one-half (½) hour lunch period on the employee's own time and shall receive an additional two (2) dollars per hour. The third shift shall work a minimum of eight (8) hours, not including a one-half (½) hour lunch period on the employee's own time and shall receive an additional four (4) dollars per hour. A second work shift extending past midnight shall be paid at the third shift rate for the entire second shift.

REFRIGERATION	Union
Refrigeration-Journeyman	68.73
Refrigeration-Foreman	73.34
Refrigeration-General Foreman	77.93

REFRIGERATION MECHANIC, includes but is not limited to:

1. Installing and repairing industrial and commercial refrigeration systems;
2. Mounting compressors, condensers and other refrigeration components to the frame of a refrigerator by using hand tools and acetylene welding equipment;
3. Assembling structural and functional components needed for refrigeration, including, without limitation, controls, switches, gauges, wiring harnesses, valves, pumps, compressors, condensers, cores and pipes;
4. Installing expansion and control valves by using hand tools and acetylene welding equipment;
5. Cutting, bending, threading and connecting pipe from functional components to water, power or refrigeration systems;
6. Fabricating and assembling components and structural portions of a refrigeration system;

ADD ZONE RATE
In addition to REFRIGERATION MECHANIC rates employees performing work on Public Works Projects covered by this Agreement shall be entitled to the following wage rates for all hours worked, calculated on an air mile radius from the Clark County Regional Justice Center:

Zone 1-	0-20 miles	$0.00
Zone 2-	21-45 miles	$3.75
Zone 3-	46-75 miles	$7.50
Zone 4-	76 miles and over	$11.25

ADD PREMIUM PAY

Holidays - All work performed on the following holidays shall be paid at two (2) times Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If any of the above holidays fall on a Sunday, the Monday following shall be observed as the holiday. If any of the above holidays fall on a Saturday, the Friday preceding shall be observed as the legal holiday.
Overtime - Overtime worked on a regular work day, Monday through Friday, will be paid at a rate of one and one-half (1 ½) times the regular rate of pay for the first two hours worked before or after the regular eight (8) hour shift, and at two (2) times the regular rate of pay for all hours in excess of ten (10) hours. The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (1 ½) times the regular rate of pay, and all hours in excess of ten (10), and Sundays and holidays will be paid at two (2) times the regular rate of pay. A work week may consist of four (4) consecutive ten (10) hour days, at

regular rate of pay Monday through Thursday with no rotating shifts. Overtime after ten (10) hours per day or forty (40) hours in the four-day week shall be paid at two (2) times the regular rate of pay. Fridays and/or Saturdays will be paid at time and one-half (1 ½) the regular rate of pay for the first eight (8) hours of work. Hours worked after eight (8) hours on Friday and Saturday, and all hours worked on Sunday and holidays shall be at two (2) times the regular rate of pay. An eight (8) hour break between shifts.

Shiftwork – Shift work is permitted when the shifts are of five (5) or more day's duration. The first shift shall work a regular eight (8) hour day between the hours of 6 a.m. and 4:30 p.m. The second shift shall work a minimum of eight (8) hours, not including a one-half (1½) hour lunch period on the employee's own time and shall receive an additional two (2) dollars per hour. The third shift shall work a minimum of eight (8) hours, not including a one-half (1 ½) hour lunch period on the employee's own time and shall receive an additional four (4) dollars per hour. A second work shift extending past midnight shall be paid at the third shift rate for the entire second shift.

ROOFER	Union
(Does not include sheet metal roofs)	
Roofer-Journeyman	40.18
Roofer-Foreman	46.22

ROOFER

Includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

SHEET METAL WORKER	Union
Sheet Metal-Journeyman	79.50
Sheet Metal-Foreman	84.56
Sheet Metal-General Foreman	89.62

See SHEET METAL WORKER JOB DESCRIPTION

ADD ZONE RATE

In addition to SHEET METAL WORKER rates add the applicable amounts per hour, calculated on a radius from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 30 miles	$0.00
Zone 2-	31 to 50 miles	$2.50
Zone 3-	51 to 100 miles	$3.50 (including Laughlin)

Zone 4- over 100 miles $5.00

ADD PREMIUM PAY

All work performed outside the regular working hours and performed during the regular work week shall be at one and one-half (1½) times the straight time rate of pay.

Sunday and Holidays shall be paid at double (2) times the straight time of pay.

SPRINKLER FITTER	Union
Sprinkler Fitter-Journeyman	70.58
Sprinkler Fitter-Foreman	73.33
Sprinkler Fitter-General Foreman	75.58

SPRINKLER FITTER
Includes but is not limited to:
Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

TAPER	
Taper	61.92
Taper-Foreman	65.75
Taper-General Foreman	69.93

See TAPER JOB DESCRIPTION

ADD ZONE RATE
Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

Zone 1-	0 to 40 miles	$0.00
Zone 2-	41 to 60 miles	$2.50
Zone 3-	over 60 miles	$4.25
Laughlin		$2.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first three (3) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate.
2. For all hours worked on Saturday beyond 8 hours (2 X) times the straight time rate.
3. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*If there is less than 8 hours between shifts then the 2nd shift becomes a continuation of the 1st shift, and if the majority of the work performed is outside of the regular day shift then it is 7-1/2 hours for 8.

*Shift Differential: To be paid for all work performed between the hours of 5 pm to 5 am and it will be compensated at $2.00 per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

TILE SETTER/TERRAZZO WORKER/MARBLE MASON	Union
Tile Setter/Terrazzo Worker/Marble Mason- Finisher	43.24
Tile Setter	58.18
Terrazzo Worker/Marble Mason	60.81

See TILE SETTER/TERRAZZO WORKER/MARBLE MASON- FINISHER JOB DESCRIPTION
See TILE SETTER/TERRAZZO WORKER/MARBLE MASON JOB DESCRIPTION

ADD ZONE RATE
In addition to TILE/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, for jobs located over forty (40) miles from the City Hall of Las Vegas, Nevada:

Zone 1-	0-40 Miles	$0.00
Zone 2 -	41-50 Miles	$3.75
Zone 3-	51-70 Miles	$5.00
Zone 4 -	Over 71 Miles	$10.00

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

TRAFFIC BARRIER ERECTOR	Union
Traffic Barrier Erector	58.79

TRAFFIC BARRIER ERECTOR, includes but is not limited to:
Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.

In addition to: TRAFFIC BARRIER ERECTOR rates add the applicable amounts per hour, calculated based on miles from the City Hall of Las Vegas, Nevada:

Zone 1-	0 to 50 Miles	$0.00
Zone 2-	50 Miles and Over	$3.75 including Laughlin area.

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

TRUCK DRIVER	
SEE GROUP CLASSIFICATIONS	Union
Group 1	59.67
Group 2	59.77
Group 3	59.98
Group 4	60.16
Group 5	60.31
Group 6	60.66
Foreman $1.00 above highest paid journeyman supervised.	

TRUCK DRIVER, includes but is not limited to:
Driving a tractor trailer combination or a truck transport goods or materials at the site of a public work or between sites of a public work.
(Also, see descriptions listed with Truck Driver rates, if any)

ADD ZONE RATE
In addition to TRUCK DRIVER rates add the applicable amounts per hour, calculated from Las Vegas City Hall:

Zone 1-	0 to 20 miles	$0.00
Zone 2-	20 to 40 miles	$1.50
Zone 3-	40 to 60 miles	$2.50
Zone 4-	Over 60 miles	$3.50

ADD PREMIUM PAY
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

WELL DRILLER	Non-Union
Well Driller	43.88

WELL DRILLER, includes but is not limited to:

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
2. Extending stabilizing jackscrews to support and level a drilling rig;
3. Installing water well pumps;
4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.

GROUP CLASSIFICATIONS

LABORER

Group 1

- Construction Clean-Up
- Dry packing of concrete & filling of form bolt holes
- File grader, highway & street paving, airport runways & similar type heavy construction
- Gas & oil pipeline laborer
- Guinea chaser
- Laborer, demolition or general construction ("General construction" does not include work otherwise classified.)
- Laborer, packing rod steel & pans
- Laborer, temporary water lines (portable type)
- Landscape gardener
- Nurseryman
- Tarman and mortarman, kettleman, potman and man applying asphalt, lay-kold creosote, fine, and similar type materials
- Underground laborer, including caisson bellowers
- Scaffold Erector (under 14 ft.)
- Landscape Decorative rock Installer – (Ponds, Waterfalls, Etc.)
- Materials Handler – (incidental to trade)
- Tool Crib
- Light Crib
- Light Tool Repairman
- Landscape Gardener (Must have knowledge of plant materials and how to plant them. Lays out plant arrangements to follow the landscape plan.)
- Mechanical Stabilized Earth Wall
- Construction Clean Up
- Certified Firewatch

Group 2

- Asphalt raker, ironer, spreader, luteman
- Buggymobile man
- Cement dumper (on one yard or larger mixers & handling bulk cement)
- Cesspool digger and installer
- Chucktender (except tunnels)
- Concrete core cutter
- Concrete curer, impervious membrane and oiler of all materials
- Concrete saw man, excluding tractor type, cutting, scoring old or new concrete
- Gas and oil wrapper, pot tender and form man
- Making and caulking of all non-metallic pipe joints
- Operators and tenders of pneumatic and electric tools, vibrating machines, hand propelled trenching machines, impact wrench multiplate and similar mechanical tools not separately classified herein
- Operator of cement grinding machine
- Riprap stonepaver
- Roto-scraper

- Sandblaster (pot tender)
- Scaler
- Septic tank digger and installer (lead man)
- Tank scaler and cleaner
- Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredders

Group 3

- Cutting torch operator
- Gas and oil pipeline wrapper
- Gas and oil pipeline laborer, certified
- Jackhammer and/or pavement breaker
- Laying of all non-metallic pipe, including landscape sprinklers, sewer pipe, drainpipe and underground tile
- Mudcutter
- Concrete vibrator operator, all sizes
- Rock slinger
- Scaler (using bos'n chair or safety belt or power tools)
- Forklift (Incidental to Trade) – A journeyman shall hold OSHA certification at time of referral
- Laying of all metallic and non-metallic pipe, p.v.c. and duct bank, including landscape sprinklers, sewer pipe, drainpipe and underground tile.
- Cement dumper (on one yard or larger mixers and handling bulk cement
- Concrete core cutter
- Concrete curer, impervious membrane and oiler of all materials
- Decorative rock installer (ponds, waterfalls, etc.)
- Shotcrete/gunite

Group 4

- Cribber or shorer, lagging, sheeting, trench bracing, hand guided lagging hammer
- Head rock slinger
- Powderman-blaster, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing
- Sandblaster (nozzleman)
- Steel header-board man

Group 5

- Driller (core, diamond or wagon)
- Joy driller model TW-M-2A, Gardner-Denver model DH 143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated Miami, Florida, February 3, 1954)
- Gas and oil pipeline fusion
- Gas and oil pipeline wrappers, 6" pipe and over

Group 6

- Miner and Bullgang

Group 7

- Asbestos Abatement
- Lead Abatement
- Hazardous Waste Abatement
- Petro-Chemical Abatement

- Radiation Remediation
- Microbial Remediation
- $.50 wage rate above group III when wearing protective suite or respirator
- Employees shall be properly certified and/or licensed at time of dispatch.

OPERATING ENGINEER, includes but is not limited to:

Group 1

- Bargeman
- Blade Operator Assistant
- Brakeman
- Compressor Operator
- Ditch Witch, with seat or similar type equipment
- Elevator Operator - inside
- Engineer Oiler
- Forklift Operator (under 5 Tons)
- Generator Operator
- Generator, Pump or Compressor Plant Operator
- Pump Operator
- Signalman
- Steam Cleaner/Pressure Washer
- Switchman

Group 2

- Asphalt-Rubber Plant Operator (Nurse Tank Operator)
- Concrete Mixer Operator - Skip type
- Conveyor Operator
- Fireman
- Forklift Operator (over 5 Tons)
- Hydrostatic Pump Operator
- Oiler Crusher (Asphalt or Concrete Plant)
- PJU Side Dump Jack
- Rotary Drill Helper (Oilfield)
- Screening and Conveyor Machine Operator (or similar types)
- Skiploader (wheel type up to ¾ yd. without attachment)
- Tar Pot Fireman
- Temporary Heating Plant Operator
- Trenching Machine Oiler

Group 3

- Asphalt-Rubber Blend Operator
- Bobcat or similar type (Skid Steer)
- Ford Ferguson (with dragtype attachments)
- Helicopter Radioman (ground)
- Stationary Pipe Wrapping and Cleaning Machine Operator

Group 4

- Asphalt Plant Fireman
- Backhoe Operator (Mini-Max or similar type)
- Boring Machine Operator

- Boring System Electronic Tracking Locator
- Boxman or Mixerman (Asphalt or Concrete)
- Chip Spreading Machine Operator
- Concrete Cleaning Decontamination Machine Operator
- Concrete Pump Operator (small portable)
- Drilling Machine Operator, Small Auger Types (Texoma Super
- Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30' maximum)
- Guard Rail Post Driver Operator
- Highline Cableway Signalman
- Horizontal Directional Drilling Machine
- Hydra-Hammer-Aero Stomper
- Micro Tunneling (above ground tunnel)
- Power Concrete Curing Machine Operator
- Power Concrete Saw Operator
- Power - Driven Jumbo Form Setter Operator
- Power Sweeper Operator
- Rock Wheel Saw/Trencher
- Roller Operator (compacting)
- Screed Operator (Asphalt or Concrete)
- Trenching Machine Operator (up to 6 ft.)
- Vacuum or Muck Truck

Group 5

No current classification

Group 6

- Articulating Material Hauler
- Asphalt Plant Engineer
- Batch Plant Operator
- Bit Sharpener
- Concrete Joint Machine Operator (canal and similar type)
- Concrete Planer Operator
- Dandy Digger
- Deck Engine Operator
- Derrickman (Oilfield type)
- Drilling Machine Operator, Bucket or Auger Types (Calweld 100 Bucket or similar types - Watson 1000 Auger or similar types - Texoma 330, 500 or 600 Auger or similar types - drilling depth of 45' maximum)
- Drilling Machine Operator (including water wells)
- Hydrographic Seeder Machine Operator (straw, pulp or seed)
- Jackson Track Maintainer, or similar type
- Kalamazoo Switch Tamper, or similar type
- Machine Tool Operator
- Maginnis Internal Full Slab Vibrator
- Mechanical Berm, curb or gutter (concrete or asphalt)
- Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)
- Micro Tunnel System (below ground)
- Pavement Breaker Operator (truck mounted)

- Road Oil Mixing Machine Operator
- Roller Operator (asphalt or finish)
- Rubber-Tired Earth Moving Equipment (single engine, up to and including 25 yds. struck) Self-Propelled Tar Pipelining Machine Operator
- Skiploader Operator (crawler and wheel type, over ¾ yd. and up to and including 1½ yds.)
- Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
- Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types)
- Tugger Hoist Operator (1 drum)
- Ultra High-Pressure Waterjet Cutting Tool System Operator
- Vacuum Blasting Machine Operator
- Welder - General

Group 7

- Welder - General (Multi-Shift)

Group 8

- Asphalt or Concrete Spreading Operator (Tamping or Finishing)
- Asphalt Paving Machine Operator (Barber Greene or similar type)
- Asphalt-Rubber Distributor Operator
- Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar.
- Cast in Place Pipe Laying Machine Operator
- Combination Mixer and Compressor Operator (Gunite Work)
- Compactor Operator - self propelled
- Concrete Mixer Operator - Paving
- Crushing Plant Operator (Non-Portable)
- Drill Doctor
- Drilling Machine Operator, Bucket or Auger Types (Calweld 150 Bucket or similar types - Watson 1500, 2000, 2500 Auger or similar types - Texoma 700, 800 Auger or similar types - drilling depth of 60' maximum)
- Elevating Grader Operator
- Grade Checker
- Gradall Operator
- Grouting Machine Operator
- Heavy Duty Repairman
- Heavy Equipment Robotics Operator
- Kalamazoo Balliste Regulator or similar type
- Kolman Belt Loader and similar type
- Le Tourneau Blob Compactor or similar type
- Loader Operator (Athey, Euclid, Sierra and similar types)
- Master Environmental Maintenance Mechanic
- Mobark Chipper or similar types
- Ozzie Padder or similar types
- PC 490 Slot Saw
- Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
- Portable Crushing Plant Operator
- Pumpcrete Gun Operator
- Rock Drill or similar types
- Rotary Drill Operator (excluding Caison type)

- Rubber-Tired Earth Moving Equipment Operator (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
- Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)
- Self-Propelled Curb and Gutter Machine Operator
- Shuttle Buggy
- Skiploader Operator (crawler and wheel type over 1½ yds. up to and including 6½ yds.)
- Soil Remediation Plant Operator (C.M.I. Enviro Tech Thermal or Similar Types) (Oiler Required Group II)
- Surface Heaters and Planer Operator
- Tractor Compressor Drill Combination Operator
- Tractor Operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - Bulldozer, Tamper, Scraper and Push Tractor, single engine)
- Tractor Operator (boom attachments)
- Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
- Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating
  Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity, manufacturer's rating)
- Ultra High-Pressure Waterjet Cutting Tool System Mechanic
- Water Pull (compaction)

Group 9

- Heavy Duty Repairman (Multi-Shift)

Group 10

- Drilling Machine Operator, Bucket or Auger Types (Calweld 200 B
- Bucket or similar types - Watson 3000 or 5000 Auger or similar types - Texoma 900 Auger or similar types - drilling depth of 105' maximum)
- Dual Drum Mixer
- Heavy Duty Repairman-Welder Combination
- Monorail Locomotive Operator (diesel, gas or electric)
- Motor Patrol - Blade Operator (single engine)
- Multiple Engine Tractor Operator (Euclid and similar type - except Quad 9 Cat.)
- Pneumatic Pipe Ramming Tool and similar types
- Pre-Stressed Wrapping Machine Operator (2 Operators required)
- Rubber-Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar - over 25 yds. and up to 50 yds. struck)
- Tower Crane Repairman
- Tractor Loader Operator (crawler and wheel-type over 6½ yds.)
- Welder-Certified
- Woods Mixer Operator (and similar Pugmill equipment)

Group 11

- Dynamic Compactor LDC350 (or similar types)

- Heavy Duty Repairman-Welder Combination (Multi-Shift)
- Welder-Certified (Multi-Shift)

Group 12

- Auto Grader Operator
- Automatic Slip Form Operator
- Drilling Machine Operator, Bucket or Auger Types (Calweld, Auger 200 CA or similar types - Watson, Auger 6000 or similar types- Hughes Super Duty, Auger 200 or similar types - drilling depth of 175' maximum)
- Hoe Ram or similar with Compressor
- Mass Excavator Operator - Less than 750 cu. yds.
- Mechanical Finishing Machine Operator
- Mobile Form Traveler Operator
- Motor Patrol Operator (multi-engine)
- Pipe Mobile Machine Operator
- Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
- Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-Auger type self-loading - two (2) or more units)
- Vermeer Rock Trencher (or similar type)

Group 13

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

Group 14

- Canal Liner Operator (not less than four (4) employees – Operator, Oiler, Welder, Mechanic, Grade Checker required)
- Canal Trimmer Operator
- Remote Controlled Earth Moving Equipment Operator (no one (1) Operator shall operate more than two (2) pieces of earth moving equipment at one time - One Dollar ($1.00) per hour additional to base rate)
- Wheel Excavator Operator (over 750 cu. yds. per hour)

Group 15

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull
- System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull
- System (multiple engine - up to and including 25 yds. struck)

Group 16

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull
- System (single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 17

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull
- System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

- Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

Group 18

- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

Group 19

- Rotex Concrete Belt Operator (or similar types)
- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, including compaction units - single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

Group 20

- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 21

- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Group 22

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

Group 23

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

Group 24

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. & up to 50 yds. struck)

Group 25

- Concrete Pump Operator - truck mounted (Oiler required when boom over 105' or 36 meters)

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

OPERATING ENGINEER-CRANES, PILEDRIVING AND HOISTING EQUIPMENT

Group 1
- Engineer Oiler
- Forklift Operator

Group 2
- Truck Crane Oiler

Group 3
- A-Frame or Winch Truck Operator
- Ross Carrier Operator (jobsite)

Group 4
- Bridge-Type Unloader and Turntable Operator
- Helicopter Hoist Operator

Group 5
- Hydraulic Boom Truck (Pitman)
- Stinger Crane (Austin-Western or similar type)
- Tugger Hoist Operator (1 drum)

Group 6
- Bridge Crane Operator
- Cretor Crane Operator
- Hoist Operator (Chicago Boom and similar type)
- Lift Mobile Operator
- Lift Slab Machine Operator (Vagtborg and similar types)
- Material Hoist/Manlift Operator
- Polar Gantry Crane Operator
- Self-Climbing Scaffold (or similar type)
- Shovel, Backhoe, Dragline, Clamshell Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.)
- Silent Piler
- Tugger Hoist Operator (2 drum)

Group 7
- Pedestal Crane Operator
- Shovel, Backhoe, Dragline, Clamshell Operator (over 5 cu. yds. M.R.C.)
- Tower Crane Repairman
- Tugger Hoist Operator (3 drum)

Group 8
- Crane Operator (up to and including 25-ton capacity)
- Crawler Transporter Operator
- Derrick Barge Operator (up to and including 25-ton capacity)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25-ton capacity)

- Shovel, Backhoe, Dragline, Clamshell Operator (over 7 cu. yds. M.R.C.)

Group 9

- Crane Operator (over 25 tons, up to and including 50 tons M.R.C.)
- Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)
- Highline Cableway Operator
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50-ton M.R.C.)
- K-Crane
- Polar Crane Operator
- Self-Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons. One (1) ton operator).
-

Group 10

- Crane Operator (over 50 tons, up to and including 100-ton M.R.C.)
- Derrick Barge Operator (over 50 tons, up to and including 100-ton M.R.C.)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100-ton M.R.C.)
- Mobile Tower Crane Operator (over 50 tons, up to and including 100-ton M.R.C.)

Group 11

- Crane Operator (over 100 tons, up to and including 200-ton M.R.C.)
- Derrick Barge Operator (over 100 tons, up to and including 200-ton M.R.C.)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200-ton M.R.C)
- Mobile Tower Crane Operator (over 100 tons, up to and including 200-ton M.R.C.)
- Tower Crane Operator and Tower Gantry

Group 12

- Crane Operator (over 200 tons, up to and including 300-ton M.R.C.)
- Derrick Barge Operator (over 200 tons, up to and including 300-ton M.R.C.)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300-ton M.R.C.)
- Mobile Tower Crane Operator (over 200 tons, up to and including 300-ton M.R.C.)

Group 13

- Crane Operator (over 300 tons)
- Derrick Barge Operator (over 300 tons)
- Helicopter Pilot
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)
- Mobile Tower Crane Operator (over 300 tons)

SURVEYOR GROUP CLASSIFICATIONS

Group 1

- Chainman

Group 2

- Rodman

Group 3
- Instrument man

Group 4
- Global Position Systems Chainman and Rodman
- Hydrographic Engineering Technician I (Chainman)

Group 5
- Party Chief

Group 6
- E.D.M. or Fathometer Instrument man

Group 7
- Certified Party Chief

Group 8
- Hydrographic Engineer Party Chief

Group 9
- Certified Hydrographic Engineer Party Chief
- Global Position Systems Party Chief

Group 10
- Chief of Parties
- Two (2) or more crews

OPERATING ENGINEER-Tunnel

Group 1
- Heavy Duty Repairman Helper

Group 2
- Skiploader (wheel type up to ¾ yd. without attachment)

Group 3
- Power - Driver Jumbo Form Setter Operator

Group 4
- Dinkey Locomotive or Motorman (up to and including 10 tons)

Group 5
- Bit Sharpener
- Equipment Greaser (Grease Truck)
- Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
- Tugger Hoist Operator (1 drum)

- Tunnel Locomotive Operator (over 10 and up to and including 30 tons)
- Welder - General

Group 6
- Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar
- Drill Doctor
- Grouting Machine Operator
- Heading Shield Operator
- Heavy Duty Repairman
- Jumbo Pipe Carrier
- Loader Operator (Athey, Euclid, Sierra and similar types)
- Mucking Machine Operator (1/4 yd.)
- Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
- Pneumatic Heading Shield (tunnel)
- Pumpcrete Gun Operator
- Tractor Compressor Drill Combination Operator
- Tugger Hoist Operator (2 drum)
- Tunnel Locomotive Operator (over 30 tons)

Group 7
- Heavy Duty Repairman-Welder Combination

Group 8
No current classification

Group 9
- Tunnel Mole Boring Machine Operator

TRUCK DRIVER, includes but is not limited to:

Group 1
- Drivers of dump trucks (less than 12 yds. water level), drivers of trucks (legal payload capacity less than 15 tons), water and fuel truck drivers under 2,500 gal, pickup driver, service station attendant, teamster equipment (highest rate paid for dual craft operation), warehousemen, drivers of busses on site used for transportation of up to sixteen (16) passengers.

Group 2
- Drivers of dump trucks (12 yds but less than 16 yds water level), drivers of trucks (legal payload capacity between 15 and 20 tons), drivers of transit mix trucks (under 3 yds), dumpcrete trucks (less than 6 ½ yds water level), gas and oil pipeline working truck drivers, including winch truck and all sizes of trucks, water and fuel truck drivers (2,500 gal to 4,000 gal), truck greaser, drivers of busses (on jobsite used for transportation or more than sixteen (16) passengers), warehouse clerk.

Group 3
- Drivers of dump trucks (16 yds up to and including 22 yds water level), drivers of trucks (legal payload cap. 20 tons but less than 25 tons), drivers of dumpster trucks, drivers of transit-mix trucks (3 yds but less than 6 yds), dumpcrete trucks (6 ½ yds water level and over), fork lift driver, Ross Carrier driver, highway water and fuel drivers (4,001 gallon but less than 6,000 gallon), stock room clerk, tireman.

Group 4

- Drivers of transit-mix trucks (6 yds or more), drivers of dump trucks (over 22 yds. water level), drivers of trucks (legal payload capacity 25 tons and over) drivers of fuel and water trucks (6,000 gallon and over).

Group 5

- Drivers of trucks and trailers in combination (six axles or more).

Group 6

- All Off-road Equipment, Truck Repairman, Transport Drivers and Drivers of Road Oil Spreader Trucks, DW 10 and DW 20 Euclid-type equipment Letourneau pulls, Terra Cobras and similar types of equipment, also PB and similar type trucks when performing work within the Teamster jurisdiction, regardless of types of attachment, including power units pulling off-highway belly dumps in tandem.

EXHIBIT H

LIST OF CITY DOCUMENTS

1. Creation Ordinance to be adopted.

2. Assessment Ordinance to be adopted.

3. Bond Ordinance to be adopted.

4. Purchase Contract between the City and Stifel, Nicolaus & Company, Incorporated, to be executed.

5. Trust Indenture between the City of Las Vegas and The Bank of New York Mellon Trust Company, N.A., to be executed.

EXHIBIT I

ASSESSMENT ROLL

APN	Summerlin Village	Lot Labels	Ownership	Assessment (Net Acreage)
137-14-410-010	22	A	Howard Hughes Company, LLC	$1,478,150.00
137-14-410-011	22	C	Howard Hughes Company, LLC	$1,024,250.00
137-14-410-012	22	D	Howard Hughes Company, LLC	$1,006,400.00
137-14-411-001	22	B	Howard Hughes Company, LLC	$6,862,050.00
137-14-411-002	22	GH	Howard Hughes Company, LLC	$330,650.00
137-15-811-001	22	E	Howard Hughes Company, LLC	$1,182,350.00
137-23-110-011	22	JK	Howard Hughes Company, LLC	$957,950.00
137-23-110-010	22	GH	Howard Hughes Company, LLC	$874,650.00
137-23-211-001	22	F, I, LM, NOP, Q, R, S, T, U, V, W, X, YZ, AA, BB, CC, DD, EE, FF, GG, HH, II	Howard Hughes Company, LLC	$31,708,550.00
				$45,425,000.00

EXHIBIT J

PERMITS REQUIRED

- Clark County Department of Air Quality- Dust Control Permit for Construction Activities
- Issuance of appropriate grading and building permits pursuant to City Code Title 16
- City of Las Vegas Public Works Offsite construction permits
- Amendment of City General Plan (GPA) to conform to development plans
- Approval of land use categories pursuant to City Unified Development Code Title 19.10
- Approval of subdivision and parcel maps and applicable fees pursuant to City Unified Development Code Title 19.16.010.C
- Model Home permits pursuant to City Unified Development Code Title 19.16.090C
- Connection and other fees as required by City Sanitation and Las Vegas Valley Water District pursuant to applicable Service Rules
- Desert Tortoise Habitat Conservation fee pursuant to City Code Chapter 19.02.300
- Nevada Division of Environmental Protection - Construction Storm Water Permit
- Sign and billboard permits pursuant to City Code Chapter 17.12
- Residential construction tax pursuant to City Code Chapter 4 24
- Other permits and fees as currently existing or hereafter adopted by the City or other government or quasi-governmental entity or agency

EXHIBIT K

CITY OF LAS VEGAS
SPECIAL IMPROVEMENT DISTRICT NO. 816 INFORMATION FORM

Dear Property Owner,

You are about to purchase a property in SPECIAL IMPROVEMENT DISTRICT NO. 816 of the City of Las Vegas. Below are some commonly asked questions regarding Special Improvement Districts. Please take the time to read through all of the information. After reading the information, please sign, date, and mail the form.

Why was the Improvement District Created?

In August, 2021, the City of Las Vegas issued $[_____] in bonds to fund the acquisition and construction of certain street, water, sewer, storm sewer, and drainage improvements specifically benefiting property located in the City's Special Improvement District No. 816. The owner of your property at the time the District was created acknowledged and agreed that your property was benefitted by an amount at least equal to the assessments to be levied thereon from the construction of that portion of the above improvements that could be financed with the net proceeds of the bonds. By purchasing the property, you are agreeing and acknowledging to the same.

What are my assessment installment payments used for?

To repay the principal and interest on the bonds issued to finance the cost of the street, water, sewer, storm sewer, and drainage improvements.

Who is responsible for payment?

Each assessment constitutes a lien on the property similar to property tax and must be paid by the property owner.

How often are assessments installments billed?

Assessment installments are billed semi-annually. Assessment payments are due April 1 and October 1 of each year until April 1, 2051. Late Penalties for delinquent installments can be substantial. To avoid late penalties and potential sale and foreclosure proceedings, please pay the minimum amount due prior to the Due Date. Late penalties accrue at the first of each month if payment is not received on or before the Due Date.

Can the assessment be paid in advance?

Yes. The assessment may be paid in full at any time. The current Payoff Amount is indicated on the front of the assessment bill you will receive. This amount is valid only if received on, or prior to, the Due Date. Assessments can also be partially pre-paid. Partial prepayments must be indicated on the payment coupon.

Is there a premium charged for prepaying my assessment?

Yes. The prepayment premium is 3% of the outstanding principal balance.

What happens if I sell my home?

The remaining assessment is transferred to the new owner at the time of sale.

Are there penalties for failure to pay/underpayment of assessment installments?

Yes, if an assessment payment is not received by the Due Date indicated on the bill, a late penalty of 2% of the total outstanding assessment will be imposed per month. In addition, failure to pay an assessment installment when due may cause the whole amount of the outstanding assessment to become due and payable immediately as a result of the commencement of sale or foreclosure proceedings.

What about Overpayments?

If an overpayment is received, the amount of the overpayment will be credited in the manner indicated on the payment coupon. If no selection is indicated, the overpayment will be applied in accordance with policy established by the City.

Is my assessment limited to the property I own?

Yes. The assessment levied on any property owner's parcel is limited to that individual piece of property. As a property owner, you will never be liable for any other owners' assessments.

Where can I get further information about the Improvement District or my bill? Call (702) 229-4942.

PLEASE SIGN BELOW.

Buyer:_____ Date:_____ Principal Amount Assumed: $_____

APN: _____

Title Company:_____ Date:_____

Please mail original signed copy to:

City of Las Vegas-Summerlin, Treasurer's Office, 495. S. Main St., Las Vegas, NV 89101

EXHIBIT L

DEVELOPER PAYMENT REQUEST FORM

Date: _____

To: Department of Public Works
Attn: Jeremy Leavitt
City Hall
495 S. Main St.
Las Vegas, Nevada 89101

Dear Mr. Leavitt:

Attached please find documentation [including lien releases] evidencing a payment request in the total amount of $_____. The payment request is as contemplated by described in the Financing Agreement for the expenses and costs heretofore paid by the Developer and listed in the attached itemized statement, as contemplated by the Development and Financing Agreement between us and the City of Las Vegas dated _____, 2021: (itemize and detail expenses or costs on an attached sheet(s))

Please remit payment to the following party and address:

Thank you.

THE HOWARD HUGHES COMPANY, LLC

By:_____

Title:_____

Approved for payment:

_____ _____

[Engineering Representative of City] [Finance Representative of City]

Date: _____ Date:_____

EXHIBIT M

FORM OF GUARANTY

GUARANTY

This Guaranty ("Guaranty") is made and entered into as of the ___day of July, 2021, by Howard Hughes Properties, Inc., a Nevada corporation ("Guarantor"), and delivered to the City of Las Vegas ("City"), a political subdivision of the State of Nevada, with respect to the following facts and circumstances:

A. The City of Las Vegas City Council proposes to establish the City of Las Vegas, Nevada, Improvement District No. 816 (Summerlin Village 22) (the "District") pursuant to Chapter 271 of the Nevada Revised Statutes ("NRS") and to sell certain limited obligation special assessment bonds (the "Bonds") for the purpose of constructing certain public improvements in the District.

B. In order to provide moneys for the payment of principal, interest and premium, if any, on the Bonds, The Howard Hughes Company, LLC, a Delaware limited liability company ("Developer"), as the property owner in the District or the irrevocably appointed and authorized agent of the contract owner of the property for the purpose of executing any agreement on behalf of the contract owner in connection with the establishment of the District, was required, pursuant to NRS 271.710 and 271.720 to enter into a written agreement for the acquisition or construction, or both, of such public improvements, designated in connection with the District as the "Development and Financing Agreement" and dated as of July 7, 2021 (the "Agreement"), by and between Developer and the City. The Agreement provides for assessments, as more specifically described in the Agreement, on the property within the District, which constitute a lien on such property (the "Assessment" or "Assessments").

C. Any terms used herein and not otherwise defined shall have the meaning given them in the Agreement.

In consideration of the City's issuance of the Bonds to finance improvements, Guarantor has agreed, at the request of Developer and the City, to guarantee unconditionally certain terms of the Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Guarantor, Guarantor, as a separate and independent obligation of Guarantor to the City, agrees with the City as follows:

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS

Guarantor makes the following representations and warranties which shall be continuing representations and warranties, as long as any of Developer's obligations to perform under Article 1 and Article 3 of the Agreement have not been fully and satisfactorily performed.

Section 1.01 Guaranty Binding. This Guaranty is a valid and legally binding obligation

of Guarantor enforceable in accordance with its terms.

Section 1.02 No conflict. The execution and delivery of this Guaranty are not, and the performance of this Guaranty will not be, in contravention of, or in conflict with, any agreement, indenture or undertaking to which Guarantor or Developer is a party.

ARTICLE II. GUARANTY

Section 2.01 Guaranty. Guarantor unconditionally guarantees and promises to:

(1) In the event Developer fails to do so, pay all costs of engineering design, appraisals, environmental work, property acquisition, title work and engineering services for the Project for which Developer is obligated under the Agreement and which are incurred or due and payable prior to the time Bonds are issued for the District or in the event bonds are not issued.

(2) In the event the cost of construction together with all other costs paid from the proceeds of the Bonds issued for the District exceeds the amount of the proceeds of those Bonds available for payment of those costs, and should Developer fail to do so, pay in cash the amount of any such cost overruns when due.

(3) In the event Developer fails to do so, and other moneys are not available for payment of such costs, remedy any defects in any subproject and pay for any damage to other work resulting therefrom which shall appear within one (1) year from the date of transfer of title of that subproject to the City or other applicable government, or such longer periods as may be required by the City or other applicable government.

(4) In the event Developer fails to do so, protect and indemnify and hold the City, its officers or employees and agents and each of them harmless as provided in Article 3 of the Agreement.

(5) In the event the Developer fails to do so, otherwise fully and satisfactorily perform all of the Developer's obligations under Article 1 and Article 3 of the Agreement.

Section 2.02 Limitation. This Guaranty extends to those obligations of the Developer which are described in Section 3.13 of the Agreement as being personal obligations of the Developer, but does not extend to those assessment obligations described in that Section 3.13 of the Agreement as relating only to the Developer's property.

ARTICLE III. MISCELLANEOUS

Section 3.01 Governing Law; Jurisdiction and Venue. This Guaranty shall be governed by and construed in accordance with the laws of the State of Nevada. In the event that the City in its sole and absolute discretion, determines that it is necessary to enforce its rights hereunder through litigation, Guarantor hereby consents to the jurisdiction of any federal or state court in the State of Nevada over such litigation. The Parties stipulate to venue in such courts in Clark County, Nevada.

Section 3.02 Modification. The parties to the Agreement shall not enter into any alteration or modification thereof which would in any way increase the extent of the Guarantor's obligations hereunder, or which would make performance by the Developer more difficult, without first obtaining Guarantor's written consent. Guarantor shall have the benefit of any modification of the obligations of Developer under the Agreement, and shall also have the benefit of any settlement, compromise, or adjustment of any claims of the City arising out of the Agreement.

Section 3.03 Waivers. Guarantor waives any right to require the City to proceed against any other person liable for performance guaranteed hereby, to proceed against or exhaust any security held from any other person or to pursue any other remedy, including without limitation any remedy against Developer, and Guarantor understands and acknowledges that any demand upon Guarantor to perform under this Guaranty may, at the sole and absolute option of the City, be enforced against Guarantor as a separate and independent action apart from the obligation of the Developer that is secured by this Guaranty. Guarantor understands and acknowledges that NRS 40.430 does not apply to this Guaranty, and if it should ever be interpreted as applying, Guarantor specifically waives any right that it may otherwise have under and by virtue of NRS 40.430. The City may, at its election, exercise any right or remedy it may have against any other person or any security held by the City, without affecting or impairing in any way the liability of Guarantor hereunder, except to the extent the obligations guaranteed hereby are fully and satisfactorily performed, and Guarantor waives any defense arising out of the absence, impairment or loss of any right of reimbursement, contribution or subrogation or any other right or remedy of Guarantor against any security whether resulting from such election by the City or otherwise.

Section 3.04 Notice. All notices, demands, instructions, and other communications required or permitted to be given to, or made upon, any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

If to the CITY:	City of Las Vegas, Nevada c/o City Manager 495 S. Main St. Las Vegas, NV 89101
If to the DEVELOPER:	Use same address as in District Development and Financing Agreement
If to the GUARANTOR:	Same address as Developer

If any notice hereunder is given to the City, a copy shall be forwarded by first class mail, postage prepaid, to the City's Director of Public Works and City Counsel at: % Director of Public Works, City of Las, Vegas, 333 N. Rancho Dr., Las Vegas, NV 89106 and % City Attorney, 495 S. Main St., Las Vegas, NV 89101.

If notice hereunder is given to the Developer, a copy should be forwarded by first-class

mail, postage prepaid, to the Developer's counsel as follows: Attn: Legal Department, 108045 Griffith Peak Drive, Suite 160, Las Vegas, Nevada 89135, and to the Guarantor's counsel as follows: Attn: Legal Department, 108045 Griffith Peak Drive, Suite 160, Las Vegas, Nevada 89135, with a copy to Attn: General Counsel, c/o The Howard Hughes Corporation, One Galleria Tower, 13355 Noel Road, 22nd Floor, Dallas, Texas 75240.

HOWARD HUGHES PROPERTIES, INC.
a Nevada corporation

By:_____

Its:_____

APNs: 137-14-410-011 and 137-14-410-012

When Recorded, Return To:
David K. Lucas
Sherman & Howard L.L.C.
3960 Howard Hughes Parkway, Suite 500
Las Vegas, NV 89169

(Space above this line for Recorders Use)

AGREEMENT RELATED TO CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22) BETWEEN CITY OF LAS VEGAS, NEVADA AND WOODSIDE HOMES OF NEVADA, LLC

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This Agreement (the "Agreement"), dated as of July 7, 2021, is by and between the **CITY OF LAS VEGAS, NEVADA** (the "City"), a political subdivision of the State of Nevada (the "State"), and **WOODSIDE HOMES OF NEVADA, LLC**, a Nevada limited liability company (the "Owner").

WITNESSETH:

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 271.710, the City Council of the City (the "City Council") may enter into written agreements with the owners of all assessable property within a proposed special assessment or improvement district containing the provisions stated herein; and

WHEREAS, the Owner represents and warrants that: (i) it is the sole legal owner of certain property to be assessed within the proposed City of Las Vegas, Nevada, Special Improvement District No. 816 (Summerlin Village 22) (the "District"); and (ii) a true and correct legal description of such property is attached hereto as Exhibit A; and

WHEREAS, The Howard Hughes Company, LLC, a Delaware limited liability company (the "Developer"), has signed and filed a petition and application with the City to form the District in accordance with the City's Developer Special Improvement District Guidelines for the purpose of financing the acquisition and construction of certain improvements in the District (the "Project"); and

WHEREAS, the Owner agrees that the City may create the District, levy the assessments, and for all other purposes relating to the District, proceed pursuant to the provisions of NRS 271.710 through 271.730; and

WHEREAS, the parties hereto propose to finance the Project through the sale of bonds ("Bonds") pursuant to chapter 271 of the NRS.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1. CONSTRUCTION.

1.1 Construction. Subject to City Council approval, the City agrees to enter into a contract with the Developer (the "Contract") for the acquisition, construction or improvement of the Project in the District which includes:

A. A provision stating that pursuant to NRS 271.710(1), the City Council need not comply with the provisions of any law requiring public bidding or otherwise imposing requirements on public contracts, projects, works or improvements, including, without limitation, chapters 332, 338 and 339 of the NRS except that NRS 338.010 to 338.090, inclusive, shall apply to any construction work to be performed under any contract relating to the District. A copy of the prevailing wage act for public works currently in effect in the State of Nevada for Clark County will be attached as an exhibit to the Contract. The Developer

agrees to attach a copy of the prevailing wage act for public works in effect on the date of execution of any contract entered into with a subcontractor with respect to the construction of all or any portion of a Subproject (as defined in the Contract) to its contract with such subcontractor. The Developer is responsible for providing the State Labor Commission with all information required by NRS 338.010 to 338.090, and otherwise responsible for all compliance requirements of those provisions of the NRS.

B. The price, stated as a lump sum or as unit prices, which the City agrees to pay for the Project meeting all requirements and specifications in the Contract. Such price shall be paid by the City exclusively from the proceeds of the Bonds, if issued, and no other source, and the City shall have no obligation to pay for any portion of the Project that exceeds the Bond proceeds available therefor.

C. The Owner has reviewed an executed copy of the Development and Financing Agreement dated as of July 7, 2021, between the City and the Developer relating to the construction of the Project and acknowledges and agrees to each and every provision of the same. Such acknowledgement and agreement is not intended to make the Owner responsible for the performance of any portion of the Contract, and the Owner expressly disclaims any responsibility to perform any obligations of the Developer under the Contract, but is intended to ensure that the Owner does not object to the Developer's construction of the Project and the City's acquisition and payment of the same, all in accordance with the Contract.

ARTICLE 2. ASSESSMENTS.

2.1 Procedure. The Owner agrees that the City may proceed to order that the Project be acquired and improved, issue the Bonds and otherwise finance the cost of the Project and levy assessments pursuant to NRS chapter 271 and the Contract, as amended from time to time, without complying with the provisions of NRS 271.305 to 271.320, inclusive, 271.330 to 271.345, inclusive, 271.380 and 271.385 and the provisions of any law requiring public bidding or otherwise imposing requirements on public contracts, projects, works or improvements including without limitation chapter 332, 338 and 339 of NRS except as specifically provided in NRS 271.710. The Owner agrees that the City Council may create the District, levy assessments and for all other purposes relating to the District proceed pursuant to the provisions of NRS 271.710 and NRS 271.720.

2.2 Financing. After the City determines the amount of Bonds, if any, to be issued based upon the appraisal and absorption study described in the Contract, the City, subject to City Council approval, will proceed with the financing of the improvements by levying assessments against the property in the District and issuing the Bonds in the manner described herein. The City has not agreed to pay the Bonds from the sources named in NRS 271.495.

2.3 Assessed Property; Assessment Roll. The City, subject to City Council approval, will levy assessments against all of the property in the District as provided in the assessment ordinance. The Owner acknowledges and agrees that the assessment on the property described in Exhibit A may be as high as $1,024,250 for APN 137-14-410-011 and as high as $1,006,400 for APN 137-14-410-012.

2.4 Assessment Installments. Pursuant to NRS 271.405(2), the Owner hereby elects to pay the assessments against its property in the District in installments, with interest thereon as provided in the assessment ordinance (which rate shall not exceed by more than three percent the Index of Twenty Bonds which was most recently published before the bids on the Bonds are received or the negotiated offer on the Bonds is accepted). There will be not more than sixty substantially equal semiannual installments due, which substantially equal semiannual installments will include principal and interest. The parties anticipate that sixty amortized assessment installments of principal and interest will be due semi-annually on April 1 and October 1 of each year, commencing on the date set forth in the assessment ordinance. The Owner waives the right to pay the whole assessment within 30 days after the effective date of the assessment ordinance. The City may, in connection with a refunding of the Bonds, reduce the assessment and related amortization, and alter installment dates and payments and any other terms of the assessments permitted to be changed pursuant to NRS 271.488, in the manner provided in NRS 271.488.

2.5 Interest Rate.

A. Before the Bonds are issued, the Council shall by resolution fix the rate or rates of interest on the unpaid and deferred assessment installments or delegate such action to the City's Chief Financial Officer pursuant to NRS 271.415. The interest rate on the deferred assessment installments shall be set at 0% between the effective date of the assessment ordinance and the date of issuance of the Bonds.

B. Upon issuance of the Bonds, the Council shall by resolution fix the rate or rates of interest on the unpaid and deferred assessment installments or delegate such action to the City's Chief Financial Officer pursuant to NRS 271.415. The interest rate on the assessments will be a fixed interest rate which will be fixed by the City at a rate that is not greater than one percentage point above the highest rate of interest payable on the Bonds at any maturity, which rate shall become effective on the date of issuance of the Bonds. Any interest received that is not used to pay the principal and interest on the Bonds will be used to pay the reasonable administrative and other expenses of the City in connection with the Bonds, the assessments and the Project, and to the extent not so used shall be refunded to the property owners as required by NRS after the Bonds are paid in full. The interest rate on the Bonds shall not exceed by more than three percent the Index of Twenty Bonds which was most recently published before the bids on the Bonds are received or the negotiated offer on the Bonds is accepted.

2.6 Waiver. The Owner agrees: (i) that all of the property owned by it in the District is benefitted by the improvements proposed to be acquired and constructed in the District by an amount at least equal to the amount proposed to be assessed against such property; and (ii) that the City may assess such property as provided in Section 2.3. The Owner waives any and all formalities required by the laws of the United States and the State of Nevada in order to impose such assessments. The Owner consents and agrees to the assessments listed in the assessment roll for the property and agrees that, provided the Bonds are issued, those assessments must be paid regardless of whether any or all of the Project proposed to be constructed as described herein is in fact constructed and agrees that the City may proceed to collect and enforce the assessments in the manner described herein and in the NRS Chapter 271

regardless of whether the City completes the acquisition or construction of the Project. The Owner waives all powers, privileges, immunities and rights as against the City or the District arising from or following from irregularities or defects, if any, occurring in connection with or ensuing from the actions, proceedings, matters and things heretofore taken or hereafter to be taken, had and done by the City, the City Council and the officers of the City (including, without limitation, the proper description of all property which the Owner may own within the District and the giving of proper notice of the proceedings relating to the District) concerning the creation of the District and the levying of special assessments to meet the cost and expenses of the improvements in the District. The Owner consents and agrees to be bound and consents and agrees that all property in the District owned by the Owner be bound and be subject to the assessment lien as thoroughly and effectively as if all actions, proceedings, notices, matters and things had been taken and done free from irregularities. The Owner also represents and warrants that the market value of each parcel owned by it in the District on the date of execution hereof and the date the assessments are levied exceeds and will exceed the amount of the assessment proposed to be made against each such parcel.

ARTICLE 3. MISCELLANEOUS.

3.1 No Third-Party Beneficiaries. None of the provisions of this Agreement are intended (a) to make any person who is not a party to this Agreement, including, without limitation, the subsequent owners of any property assessed, any subcontractor of the Developer, the general public or any member thereof, a third party beneficiary hereunder or (b) to authorize anyone who is not a party to this Agreement to maintain any suit pursuant to this Agreement for any reason, including, without limitation, any suit for personal injuries or property damage and any suit by a subcontractor of the Developer for payment for work performed at the request of the Developer, except that the City, the Las Vegas Valley Water District and/or other applicable government entities (the "Applicable Governments") are beneficiaries of the provisions hereof that specifically provide the Developer obligations to those Applicable Governments.

3.2 No Guarantee of Water or Sewer Capacity. Nothing in this Agreement or any other document involving the District, nor the installation by way of the District of, or the assessment of the property within the District for, the water and sewage facilities shall be taken as a guarantee, promise or representation that water or sewage treatment capacity will be made available to the property in the District.

3.3 Successors; Assignments. This Agreement shall be binding upon and inure to the benefit of the City and the Owner and their respective successors and assigns. No assignment of this Agreement or any right or obligation hereunder by the Owner hereto shall be valid unless the other party hereto consents to such assignment in writing.

3.4 Further Assurances. The City and the Owner agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as the other may reasonably require or deem advisable to carry into effect the purposes of this Agreement or to better assure and confirm unto the other party its rights, powers, and remedies hereunder. The Owner shall execute all consents, certificates and other documents which the City or bond underwriter reasonably request in connection with the sale of the bonds.

3.5 Amendments to Contract. The City and the Owner agree that the Contract may be amended from time to time without the consent of the Owner or its successors or assigns, provided that the City may not increase an assessment against the Owner's property without the Owner's consent.

3.6 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision, and the City and Owner agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

3.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

3.8 No City Obligation. Nothing herein obligates the City to expend any money other than funds derived from the sale of the Bonds and amounts received from the investment thereof and receipts from the assessments made against the property in the District.

3.9 Termination Date. Except as otherwise provided herein, this Agreement shall be in effect from the date and year first mentioned above until the later of: (i) the date all of the Bonds and all bonds issued to refund any of the Bonds (including through a series of refundings) have been retired; or (ii) the date on which all of the assessments against the property described in Exhibit A have been paid in full; provided that if the Bonds have not been issued prior to December 31, 2021, either party may terminate this Agreement upon written notice to the other.

3.10 Counterparts. This Agreement may be executed on one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same Agreement.

3.11 Recordation. After this Agreement is executed in full, the City shall, within ten (10) working days, record this Agreement in the office of the Clark County Recorder (Nevada), after which this Agreement:

A. Is a binding obligation on all subsequent owners of the property described in Exhibit A pursuant to the terms hereof;

B. Is not extinguished by the sale of any property described in Exhibit A on account of nonpayment of general taxes or any other sale of the property; and

C. Is prior and superior to all liens, claims, encumbrances and titles other than the liens of assessment and general taxes.

3.12 Conveyance Restriction. The Owner agrees not to convey any parcel, lot or real property interest in any land described in Exhibit A to any party until after this Agreement has been recorded in the office of the Clark County Recorder (Nevada).

3.13 Disclosure to Transferee. The Owner agrees to inform any transferee of the property described in Exhibit A of the existence of this Agreement and the assessments and to obtain from any transferee who is known to the Owner to be acquiring a lot for development and resale a covenant to make a similar disclosure to any subsequent transferee. A form disclosure statement, which the Owner agrees to use commercially reasonable efforts to deliver to all purchasers of the property described in Exhibit A, is attached as Exhibit B.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF the City and the Owner have caused this Agreement to be executed as of the day and year first mentioned above.

CITY OF LAS VEGAS, NEVADA

_____
CAROLYN G. GOODMAN, Mayor

(SEAL)

_____
LUANN D. HOLMES, MMC, City Clerk

Approved as to Form:

_____
JAMES B. LEWIS, Deputy City Attorney

WOODSIDE HOMES OF NEVADA, LLC,
A NEVADA LIMITED LIABILITY COMPANY

By:_____
Name:_____
Title:_____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on July __, 2021, by Carolyn G. Goodman as Mayor of the City of Las Vegas.

(SEAL)

_____
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on July __, 2021, by LuAnn D. Holmes, MMC, as City Clerk of the City of Las Vegas.

(SEAL)

_____
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

(NOTARY SEAL)

This instrument was acknowledged before me on July __, 2021, by _____, as _____ of Woodside Homes of Nevada, LLC, a Nevada limited liability company.

(SEAL)

_____

Notary Public

EXHIBIT A - LEGAL DESCRIPTION OF OWNER PROPERTY

LOTS C AND D AS SHOWN ON THE FINAL MAP OF SUMMERLIN WEST VILLAGE 22 – UNIT 1 FINAL MAP (COMMON INTEREST COMMUNITY) ON FILE IN BOOK 161, PAGE 68 OF PLATS IN THE OFFICIAL RECORDS OF THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

EXHIBIT B - DISCLOSURE STATEMENT

City of Las Vegas
Special Improvement District No. 816 (Summerlin Village 22) Information Form

Dear Property Owner,

You are about to purchase a property in Special Improvement District No. 816 (Summerlin Village 22) of the City of Las Vegas. Below are some commonly asked questions regarding Special Improvement Districts. Please take the time to read through all of the information. After reading the information, please sign, date, and mail the form.

Why was the Improvement District Created?

In August, 2021, the City of Las Vegas issued an amount less than $[_____] in bonds to fund the acquisition and construction of certain street, water, sewer, storm sewer, and drainage improvements specifically benefiting property located in the City's Special Improvement District No. 816 (Summerlin Village 22). The owner of your property at the time the District was created acknowledged and agreed that your property was benefitted by an amount at least equal to the assessments to be levied thereon from the construction of that portion of the above improvements that could be financed with the net proceeds of the bonds (i.e., an amount less than $[_____]). By purchasing the property, you are agreeing and acknowledging to the same.

What are my assessment installment payments used for?

To repay the principal and interest on the bonds issued to finance the cost of the street, water, sewer, storm sewer, and drainage improvements.

Who is responsible for payment?

Each assessment constitutes a lien on the property similar to property tax and must be paid by the property owner.

How often are assessments installments billed?

Assessment installments are billed semi-annually. Assessment payments are due April 1 and October 1 of each year until April 1, 2051. Late Penalties for delinquent installments can be substantial. To avoid late penalties and potential sale and foreclosure proceedings, please pay the minimum amount due prior to the Due Date. Late penalties accrue at the first of each month if payment is not received on or before the Due Date.

Can the assessment be paid in advance?

Yes. The assessment may be paid in full at any time. The current Payoff Amount is indicated on the front of the assessment bill you will receive. This amount is valid only if received on, or prior to, the Due Date. Assessments can also be partially pre-paid. Partial prepayments must be indicated on the payment coupon.

Is there a premium charged for prepaying my assessment?

Yes. The prepayment premium is 3% of the outstanding principal balance.

What happens if I sell my home?

The remaining assessment is transferred to the new owner at the time of sale.

Are there penalties for failure to pay/underpayment of assessment installments?

Yes, if an assessment payment is not received by the Due Date indicated on the bill, a late penalty of 2% of the total outstanding assessment will be imposed per month. In addition, failure to pay an assessment installment when due may cause the whole amount of the outstanding assessment to become due and payable immediately as a result of the commencement of sale or foreclosure proceedings.

What about Overpayments?

If an overpayment is received, the amount of the overpayment will be credited in the manner indicated on the payment coupon. If no selection is indicated, the overpayment will be applied in accordance with policy established by the City.

Is my assessment limited to the property I own?

Yes. The assessment levied on any property owner's parcel is limited to that individual piece of property. As a property owner, you will never be liable for any other owners' assessments.

Where can I get further information about the Improvement District or my bill? Call (702) 229-4942.

PLEASE SIGN BELOW.

Buyer:_____ Date:_____ Principal Amount Assumed: $_____

APN: _____

Title Company:_____ Date:_____

Please mail original signed copy to:

City of Las Vegas, Treasurer's Office, 495 S. Main St., Las Vegas, NV 89101

APN: 137-14-410-010

When Recorded, Return To:
David K. Lucas
Sherman & Howard L.L.C.
3960 Howard Hughes Parkway, Suite 500
Las Vegas, NV 89169

(Space above this line for Recorders Use)

AGREEMENT RELATED TO CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22) BETWEEN CITY OF LAS VEGAS, NEVADA AND WILLIAM LYON HOMES, INC. DBA TAYLOR MORRISON

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This Agreement (the "Agreement"), dated as of July 7, 2021, is by and between the **CITY OF LAS VEGAS, NEVADA** (the "City"), a political subdivision of the State of Nevada (the "State"), and **WILLIAM LYON HOMES, INC. DBA TAYLOR MORRISON**, a California corporation (the "Owner").

WITNESSETH:

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 271.710, the City Council of the City (the "City Council") may enter into written agreements with the owners of all assessable property within a proposed special assessment or improvement district containing the provisions stated herein; and

WHEREAS, the Owner represents and warrants that: (i) it is the sole legal owner of certain property to be assessed within the proposed City of Las Vegas, Nevada, Special Improvement District No. 816 (Summerlin Village 22) (the "District"); and (ii) a true and correct legal description of such property is attached hereto as Exhibit A; and

WHEREAS, The Howard Hughes Company, LLC, a Delaware limited liability company (the "Developer"), has signed and filed a petition and application with the City to form the District in accordance with the City's Developer Special Improvement District Guidelines for the purpose of financing the acquisition and construction of certain improvements in the District (the "Project"); and

WHEREAS, the Owner agrees that the City may create the District, levy the assessments, and for all other purposes relating to the District, proceed pursuant to the provisions of NRS 271.710 through 271.730; and

WHEREAS, the parties hereto propose to finance the Project through the sale of bonds ("Bonds") pursuant to chapter 271 of the NRS.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1. CONSTRUCTION.

1.1 Construction. Subject to City Council approval, the City agrees to enter into a contract with the Developer (the "Contract") for the acquisition, construction or improvement of the Project in the District which includes:

A. A provision stating that pursuant to NRS 271.710(1), the City Council need not comply with the provisions of any law requiring public bidding or otherwise imposing requirements on public contracts, projects, works or improvements, including, without limitation, chapters 332, 338 and 339 of the NRS except that NRS 338.010 to 338.090, inclusive, shall apply to any construction work to be performed under any contract relating to the District. A copy of the prevailing wage act for public works currently in effect in the State of Nevada for Clark County will be attached as an exhibit to the Contract. The Developer

agrees to attach a copy of the prevailing wage act for public works in effect on the date of execution of any contract entered into with a subcontractor with respect to the construction of all or any portion of a Subproject (as defined in the Contract) to its contract with such subcontractor. The Developer is responsible for providing the State Labor Commission with all information required by NRS 338.010 to 338.090, and otherwise responsible for all compliance requirements of those provisions of the NRS.

B. The price, stated as a lump sum or as unit prices, which the City agrees to pay for the Project meeting all requirements and specifications in the Contract. Such price shall be paid by the City exclusively from the proceeds of the Bonds, if issued, and no other source, and the City shall have no obligation to pay for any portion of the Project that exceeds the Bond proceeds available therefor.

C. The Owner has reviewed an executed copy of the Development and Financing Agreement dated as of July 7, 2021, between the City and the Developer relating to the construction of the Project and acknowledges and agrees to each and every provision of the same. Such acknowledgement and agreement is not intended to make the Owner responsible for the performance of any portion of the Contract, and the Owner expressly disclaims any responsibility to perform any obligations of the Developer under the Contract, but is intended to ensure that the Owner does not object to the Developer's construction of the Project and the City's acquisition and payment of the same, all in accordance with the Contract.

ARTICLE 2. ASSESSMENTS.

2.1 Procedure. The Owner agrees that the City may proceed to order that the Project be acquired and improved, issue the Bonds and otherwise finance the cost of the Project and levy assessments pursuant to NRS chapter 271 and the Contract, as amended from time to time, without complying with the provisions of NRS 271.305 to 271.320, inclusive, 271.330 to 271.345, inclusive, 271.380 and 271.385 and the provisions of any law requiring public bidding or otherwise imposing requirements on public contracts, projects, works or improvements including without limitation chapter 332, 338 and 339 of NRS except as specifically provided in NRS 271.710. The Owner agrees that the City Council may create the District, levy assessments and for all other purposes relating to the District proceed pursuant to the provisions of NRS 271.710 and NRS 271.720.

2.2 Financing. After the City determines the amount of Bonds, if any, to be issued based upon the appraisal and absorption study described in the Contract, the City, subject to City Council approval, will proceed with the financing of the improvements by levying assessments against the property in the District and issuing the Bonds in the manner described herein. The City has not agreed to pay the Bonds from the sources named in NRS 271.495.

2.3 Assessed Property; Assessment Roll. The City, subject to City Council approval, will levy assessments against all of the property in the District as provided in the assessment ordinance. The Owner acknowledges and agrees that the assessment on the property described in Exhibit A may be as high as $1,478,150.

2.4 Assessment Installments. Pursuant to NRS 271.405(2), the Owner hereby elects to pay the assessments against its property in the District in installments, with interest thereon as provided in the assessment ordinance (which rate shall not exceed by more than three percent the Index of Twenty Bonds which was most recently published before the bids on the Bonds are received or the negotiated offer on the Bonds is accepted). There will be not more than sixty substantially equal semiannual installments due, which substantially equal semiannual installments will include principal and interest. The parties anticipate that sixty amortized assessment installments of principal and interest will be due semi-annually on April 1 and October 1 of each year, commencing on the date set forth in the assessment ordinance. The Owner waives the right to pay the whole assessment within 30 days after the effective date of the assessment ordinance. The City may, in connection with a refunding of the Bonds, reduce the assessment and related amortization, and alter installment dates and payments and any other terms of the assessments permitted to be changed pursuant to NRS 271.488, in the manner provided in NRS 271.488.

2.5 Interest Rate.

A. Before the Bonds are issued, the Council shall by resolution fix the rate or rates of interest on the unpaid and deferred assessment installments or delegate such action to the City's Chief Financial Officer pursuant to NRS 271.415. The interest rate on the deferred assessment installments shall be set at 0% between the effective date of the assessment ordinance and the date of issuance of the Bonds.

B. Upon issuance of the Bonds, the Council shall by resolution fix the rate or rates of interest on the unpaid and deferred assessment installments or delegate such action to the City's Chief Financial Officer pursuant to NRS 271.415. The interest rate on the assessments will be a fixed interest rate which will be fixed by the City at a rate that is not greater than one percentage point above the highest rate of interest payable on the Bonds at any maturity, which rate shall become effective on the date of issuance of the Bonds. Any interest received that is not used to pay the principal and interest on the Bonds will be used to pay the reasonable administrative and other expenses of the City in connection with the Bonds, the assessments and the Project, and to the extent not so used shall be refunded to the property owners as required by NRS after the Bonds are paid in full. The interest rate on the Bonds shall not exceed by more than three percent the Index of Twenty Bonds which was most recently published before the bids on the Bonds are received or the negotiated offer on the Bonds is accepted.

2.6 Waiver. The Owner agrees: (i) that all of the property owned by it in the District is benefitted by the improvements proposed to be acquired and constructed in the District by an amount at least equal to the amount proposed to be assessed against such property; and (ii) that the City may assess such property as provided in Section 2.3. The Owner waives any and all formalities required by the laws of the United States and the State of Nevada in order to impose such assessments. The Owner consents and agrees to the assessments listed in the assessment roll for the property and agrees that, provided the Bonds are issued, those assessments must be paid regardless of whether any or all of the Project proposed to be constructed as described herein is in fact constructed and agrees that the City may proceed to collect and enforce the assessments in the manner described herein and in the NRS Chapter 271 regardless of whether the City completes the acquisition or construction of the Project. The

Owner waives all powers, privileges, immunities and rights as against the City or the District arising from or following from irregularities or defects, if any, occurring in connection with or ensuing from the actions, proceedings, matters and things heretofore taken or hereafter to be taken, had and done by the City, the City Council and the officers of the City (including, without limitation, the proper description of all property which the Owner may own within the District and the giving of proper notice of the proceedings relating to the District) concerning the creation of the District and the levying of special assessments to meet the cost and expenses of the improvements in the District. The Owner consents and agrees to be bound and consents and agrees that all property in the District owned by the Owner be bound and be subject to the assessment lien as thoroughly and effectively as if all actions, proceedings, notices, matters and things had been taken and done free from irregularities. The Owner also represents and warrants that the market value of each parcel owned by it in the District on the date of execution hereof and the date the assessments are levied exceeds and will exceed the amount of the assessment proposed to be made against each such parcel.

ARTICLE 3. MISCELLANEOUS.

3.1 No Third-Party Beneficiaries. None of the provisions of this Agreement are intended (a) to make any person who is not a party to this Agreement, including, without limitation, the subsequent owners of any property assessed, any subcontractor of the Developer, the general public or any member thereof, a third party beneficiary hereunder or (b) to authorize anyone who is not a party to this Agreement to maintain any suit pursuant to this Agreement for any reason, including, without limitation, any suit for personal injuries or property damage and any suit by a subcontractor of the Developer for payment for work performed at the request of the Developer, except that the City, the Las Vegas Valley Water District and/or other applicable government entities (the "Applicable Governments") are beneficiaries of the provisions hereof that specifically provide the Developer obligations to those Applicable Governments.

3.2 No Guarantee of Water or Sewer Capacity. Nothing in this Agreement or any other document involving the District, nor the installation by way of the District of, or the assessment of the property within the District for, the water and sewage facilities shall be taken as a guarantee, promise or representation that water or sewage treatment capacity will be made available to the property in the District.

3.3 Successors; Assignments. This Agreement shall be binding upon and inure to the benefit of the City and the Owner and their respective successors and assigns. No assignment of this Agreement or any right or obligation hereunder by the Owner hereto shall be valid unless the other party hereto consents to such assignment in writing.

3.4 Further Assurances. The City and the Owner agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as the other may reasonably require or deem advisable to carry into effect the purposes of this Agreement or to better assure and confirm unto the other party its rights, powers, and remedies hereunder. The Owner shall execute all consents, certificates and other documents which the City or bond underwriter reasonably request in connection with the sale of the bonds.

3.5 Amendments to Contract. The City and the Owner agree that the Contract may be amended from time to time without the consent of the Owner or its successors or assigns, provided that the City may not increase an assessment against the Owner's property without the Owner's consent.

3.6 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision, and the City and Owner agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

3.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

3.8 No City Obligation. Nothing herein obligates the City to expend any money other than funds derived from the sale of the Bonds and amounts received from the investment thereof and receipts from the assessments made against the property in the District.

3.9 Termination Date. Except as otherwise provided herein, this Agreement shall be in effect from the date and year first mentioned above until the later of: (i) the date all of the Bonds and all bonds issued to refund any of the Bonds (including through a series of refundings) have been retired; or (ii) the date on which all of the assessments against the property described in Exhibit A have been paid in full; provided that if the Bonds have not been issued prior to December 31, 2021, either party may terminate this Agreement upon written notice to the other.

3.10 Counterparts. This Agreement may be executed on one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same Agreement.

3.11 Recordation. After this Agreement is executed in full, the City shall, within ten (10) working days, record this Agreement in the office of the Clark County Recorder (Nevada), after which this Agreement:

A. Is a binding obligation on all subsequent owners of the property described in Exhibit A pursuant to the terms hereof;

B. Is not extinguished by the sale of any property described in Exhibit A on account of nonpayment of general taxes or any other sale of the property; and

C. Is prior and superior to all liens, claims, encumbrances and titles other than the liens of assessment and general taxes.

3.12 Conveyance Restriction. The Owner agrees not to convey any parcel, lot or real property interest in any land described in Exhibit A to any party until after this Agreement has been recorded in the office of the Clark County Recorder (Nevada).

3.13 Disclosure to Transferee. The Owner agrees to inform any transferee of the property described in Exhibit A of the existence of this Agreement and the assessments and to obtain from any transferee who is known to the Owner to be acquiring a lot for development and resale a covenant to make a similar disclosure to any subsequent transferee. A form disclosure statement, which the Owner agrees to use commercially reasonable efforts to deliver to all purchasers of the property described in Exhibit A, is attached as Exhibit B.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF the City and the Owner have caused this Agreement to be executed as of the day and year first mentioned above.

CITY OF LAS VEGAS, NEVADA

_____

CAROLYN G. GOODMAN, Mayor

(SEAL)

_____

LUANN D. HOLMES, MMC, City Clerk

Approved as to Form:

_____

JAMES B. LEWIS, Deputy City Attorney

WILLIAM LYON HOMES, INC. DBA TAYLOR MORRISON, A CALIFORNIA CORPORATION

By:_____

Name:_____

Title:_____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on July __, 2021, by Carolyn G. Goodman as Mayor of the City of Las Vegas.

(SEAL)

_____
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on July __, 2021, by LuAnn D. Holmes, MMC, as City Clerk of the City of Las Vegas.

(SEAL)

_____
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

(NOTARY SEAL)

This instrument was acknowledged before me on July __, 2021, by _____, as _____ of William Lyon Homes, Inc., dba Taylor Morrison, a California corporation.

(SEAL)

_____

Notary Public

EXHIBIT A - LEGAL DESCRIPTION OF OWNER PROPERTY

LOT A AS SHOWN ON THE FINAL MAP OF SUMMERLIN WEST VILLAGE 22 – UNIT 1 FINAL MAP (COMMON INTEREST COMMUNITY) ON FILE IN BOOK 161, PAGE 68 OF PLATS IN THE OFFICIAL RECORDS OF THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

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Is my assessment limited to the property I own?

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Where can I get further information about the Improvement District or my bill? **Call (702) 229-4942.**

PLEASE SIGN BELOW.

Buyer:_____ Date:_____ Principal Amount Assumed: $_____

APN: _____

Title Company:_____ Date:_____

Please mail original signed copy to:

City of Las Vegas, Treasurer's Office, 495 S. Main St., Las Vegas, NV 89101

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
34

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Donald W. Walsh to the Ward 2 seat of the Planning Commission

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Mayor and each member of the City Council appoint one member to this Commission subject to ratification by the Council. The terms are concurrent with the term of office for the appointing City Council member. All members of this board must be City residents but are not required to reside in the specific Ward of the Councilmember making the appointment. Terms are for four years with a limit of three full terms and unexpired terms must be filled. Councilwoman Seaman appointed Commissioner Sigal Chattah in July of 2019, and she has resigned. The unexpired term must be filled by a Ward 2 appointment. Mr. Walsh is eligible and wishes to be appointed.

RECOMMENDATION:
Options are: Appoint Mr. Walsh or direct staff to bring forward an item to a future Council meeting to consider other nominees.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

PLANNING COMMISSION

	MEMBERS		ORIGINAL APPT.	TERM EXPIRES
1.	SAM CHERRY **(Mayor's recommendation)** **Mayor's Appointment**	Ward 3 Resident	6-3-2015 (Reappt 7-3-2019)	6-2024
2.	JEFFREY ROGAN **(Knudsen's recommendation)** **Ward 1 Appointment**	Ward 1 Resident	7-3-2019	6-2024
3.	SIGAL CHATTAH **(Seaman's recommendation)** **Ward 2 Appointment**	Ward 2 Resident	7-17-2019	6-2022
4.	TRINITY HAVEN SCHLOTTMAN **(Diaz's recommendation)** **Ward 3 Appointment**	Ward 3 Resident	7-20-2011 (Reappt. 6-3-2015) (Reappt. 8-7-2019)	6-2024
5.	DONNA TOUSSAINT **(Anthony's recommendation)** **Ward 4 Appointment**	Ward 4 Resident	6-7-2017	6-2022
6.	ANTHONY WILLIAMS **(Crear's recommendation)** **Ward 5 Appointment**	Ward 6 Resident	6-5-2019	6-2024
7.	LOUIS DE SALVIO **(Fiore's recommendation)** **Ward 6 Appointment**	Ward 6 Resident	8-2-2017	6-2022

AUTHORITY: NRS 278 - L.V.M.C. 2.44
Per L.V.M.C. 2.49.010, a person is not eligible to serve on this board unless he or she is a resident of the City of Las Vegas.

(11-15-95 Ord. 3940, Bill 95-73, removed restriction that PC members could hold no other public office - this restriction was previously removed by the Legislature from NRS.)
(Amended per Bill 2001-70, Ordinance 5346, adopted 8-1-2001, to indicate financial disclosure requirement)

(Amended per Bill 2001-145, Ordinance 5409 - First Amendment, adopted 1-2-2002, to increase compensation for members from $50.00 to $80.00 per meeting attended, effective October 1, 2001 per SB554)

TERM: 4 years **(Ord. 6159 8/17/2011 - limited terms to 3 full terms but cumulatively not to exceed 12 years – excluding members who served partial terms prior to 8/1/2011)** (LVMC 2.44.020; 1-19-2000 Ord. 5193, Revised the expiration of members' terms to run concurrent with the term of the elected official recommending their appointment, although members may complete the term in the event the recommending elected official vacates office)

Must fill unexpired terms.

COMPENSATION: $80.00 per meeting attended

APPOINTED: 7 Members-each member of the City Council recommends one person for appointment to serve at the pleasure of the Council w/approval of Council. Terms are coterminous with the member making the recommendation **(Appointees may not be members of the elected governing body - NRS 278.040)**

NOTES: **MUST BE CITY OF LAS VEGAS RESIDENT.**

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

MEETINGS: Meets 2nd Tuesday of each month, 6:00 PM, Council Chambers.

PURPOSE: The Planning Commission is advisory to the City Council on matters related to zoning and other related issues and serves as a final action board for Tentative and Final Maps.

**AB50 (80th Session, 2019) impacted terms of all elected in the 2017 and 2019 Municipal Elections by adding one year to come in line with Federal/State and County even-year elections resulting in a one-time extension for these coterminous seats.

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
35

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the reappointment of Michelle Larime to the Historic Preservation Commission

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Historic Preservation Commission is comprised of members filling 10 different categories. Terms are for four years, with no limit to the number of terms that may be served. All members must demonstrate an interest in or knowledge of the history of the City of Las Vegas as well as design, architecture and other matters relevant to judging the economic and cultural value of particular historic preservation activities. Ms. Larime was originally appointed to a Category 7 – Member at Large seat in July of 2017 and is completing her first term. She is eligible, has the recommendation of the Planning Director and wishes to continue serving.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are: Reappoint Ms. Larime or direct staff to bring forward an item to a future meeting to appoint a new nominee.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

HISTORIC PRESERVATION COMMISSION

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
CATEGORY 1 - EXPERIENCED IN ARCHITECTURE CRAIG PALACIOS *(Replaces Patrick Klenk, resigned)*	6-17-2020	12-31-2021
CATEGORY 2 - EXPERIENCED IN URBAN DESIGN OR PLANNING RICHARD SERFAS	12-19-2012 (Reappt. 3-19-14) (Reappt 9-5-18)	3-23-2022
CATEGORY 3 - EXPERIENCED IN BUILDING CONSTRUCTION DONALD L. HOTCHKISS JR.	11-2-2011 (Reappt. 12-4-13) (Reappt. 10-4-17)	9-19-2021
CATEGORY 4 -EXPERIENCED IN REAL ESTATE PROFESSION JACK LeVINE	3-2-2011 (Reappt. 2-18-15) (Reappt. 8-7-19)	3-8-2023
CATEGORY 5 - REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP BOB STOLDAL	4-27-1998 (Reappt.-Reassigned from Cat. 7 – 3-3-10) (Reappt. 12-4-13) (Reappt 11-15-17)	12-31-2021
CATEGORY 6 - EXPERIENCED IN NEVADA HISTORY SONDRA COSGROVE	8-6-2014 (Reappt. 7-19-17) (Reappt. 3-17-2021)	3-24-2025

CATEGORY 7 – ALL MEMBERS IN CATEGORY 7 SERVE AS MEMBERS-AT-LARGE UNTIL THEY REPRESENT A HISTORIC DISTRICT DESIGNATION. WHEN THEY REPRESENT A DESIGNATED HISTORIC DISTRICT, THEY MUST EITHER OWN PROPERTY OR RESIDE WITHIN THAT DISTRICT.

1.	MICHELLE LARIME	7-19-2017	7-19-2021
2.	TODD L. MOODY *(Replaces Claytee White, resigned)*	4-21-2021	5-17-2022
3.	MIA PALENCAR	12-5-2018	12-5-2022
4.	RHONDA LONG *(Replaces Sheila Collins, resigned)*	8-5-2020	8-7-2023

CATEGORY 8 - DIRECTOR OF PLANNING DEPARTMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS
DIANE SIEBRANDT (**Designee**)

CATEGORY 9 - DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE
VACANT (**Designee**)

CATEGORY 10 - ARCHEOLOGICAL PROFESSION COLLEEN M. BECK	6-15-2011 (Reappt. 6-17-15) (Reappt. 8-7-19)	6-15-2023

AUTHORITY: Bill No. 2010-4, Ord. 6079 created a new Category 10, reduced Category 7 from 4 members to 5 and made changes.

Bill No. 2005-2, Ord. 5747 adopted 2-2-2005 eliminates the term limits of voting members of this committee. Created by Ordinance 3557, Bill 90-39, adopted 2-20-91; Replaced by Ordinance 5043, Bill 97-95, adopted 12-15-97; Amended by Ordinance 5049, Bill 98-9, adopted 2-9-98, Amended by Ordinance 5267, Bill 2000-79, adopted 11-1-2000. Amended by Ordinance 5346, Bill 2001-70, adopted 8-1-2001.

TERM: 4 years

PURPOSE: Carry-on preservation activities in the City of Las Vegas for building, structures and places of historical and architectural significance.

MEMBERS: 13 members - 11 members appointed by the City Council; and Two ex-officio representatives: Director, Planning Department or designee, City of Las Vegas, and Director, Nevada State Museum and Historical Society or designee of State Historic Preservation Office.

CATEGORY:

1 EXPERIENCED IN ARCHITECTURE (i.e. architect, art historian or historic preservation architect)
2 EXPERIENCED IN URBAN DESIGN OR PLANNING (i.e. urban designer, planner or landscape architect)
3 EXPERIENCED IN BUILDING CONSTRUCTION (i.e. building contractor or structural engineer)
4 EXPERIENCED IN REAL ESTATE PROFESSION (i.e. real estate developer, appraiser or broker)
5 REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP
6 EXPERIENCED IN NEVADA HISTORY (i.e. historian or archaeologist)
7 4 MEMBERS-AT-LARGE (After historic district designation, shall be filled by a person owning property and residing within the historic district if a person so qualified is available to serve. If no such person is available, a person who owns real property within the historic district may fill that position if a person so qualified is available to serve. If no such person is available to serve, any person may fill that position. If more than four historic districts have been designated as such pursuant to this subchapter, the City Council shall determine which four of the historic districts are to be represented on the HPC.)
8 DIRECTOR OF PLANNING DEPARTMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS (ex-officio)
9 DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE (ex-officio)
10 ARCHEOLOGICAL PROFESSION

NOTES: Must fill unexpired terms if appropriate.

Each member must have a demonstrated interest in or knowledge of:

a) The history of the City of Las Vegas
b) Design, architecture, real estate and other matters relevant to judging the economic and cultural value of particular historic preservation activities.

Under Ordinance 5043, the two (2) additional Historic Preservation Commission seats have initial term expirations of 12-31-2001

NO CITY FINANCIAL DISCLOSURE REQUIREMENT due to adoption of Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions are no longer required to file State form.)

NOTE: Non-voting, ex-officio members, except when no quorum, may vote on Consent agenda and only to the extent necessary to create or maintain a quorum.

MEETINGS: 4TH Wednesday of each month at 12:00 P.M., except there is no meeting in November and December meetings are the 2nd Wednesday

MEETINGS: Six (6 Members) of the Commission constitute a quorum for the purpose of conducting business. A majority vote of members present, and voting, shall be necessary to approve any item of business. Any member shall have the right to make a motion except the Chair.

AGENDA SUMMARY PAGE
City Council
Meeting of: July 7, 2021

Agenda Item No.:
36

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Victor Flores to the Civil Service Board of Trustees

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Board of Civil Service Trustees is comprised of 5 members appointed by the City Council for a four-year term. Members of this board must be City residents and attendance is compensatory. Members are limited to two full terms, and there is no requirement to fill an unexpired portion of a term. Mr. Rumaldo Chaidez' first term expired in April, and he no longer wished to serve. A replacement appointment, Mr. Willie Walker, was named at the June 2nd Council Meeting; however, due to a recent move, Mr. Walker was no longer eligible as City residency is required. A new member had to be identified, and Mr. Flores qualifies and wishes to be appointed to the board.

RECOMMENDATION:
Procedure for this board requires appointment by the City Council. The option is for any member of the City Council to recommend the appointment of Mr. Flores or advise staff to agenda an item at a future meeting to consider another nominee.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

6-15-2021 **Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.**

BOARD OF CIVIL SERVICE TRUSTEES

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**LOIS MACK**	1-8-2014 (Reapp 12-6-2017)	1-8-2022
2.	**GREG CLEMENS**	5-2-2018	5-2-2022
3.	**VALERIE BROWN**	7-8-2020 (Effective 7-16-2020)	7-16-2024
4.	**VACANT**		
5.	**RICHARD MANHATTAN**	11-6-2019	11-6-2023

******

AUTHORITY: City Charter Article 10 - L.V.M.C. 3.04; Ordinance 3307 (Bill 87-41); Ordinance 3311(Bill87-48); Ordinance 3321 (Bill 87-57); Ordinance 5346 (Bill 2001-70), of 8-1-2001 indicating Financial Disclosures requirement

TERM: 4 year terms (do not have to fill unexpired terms).
Members are limited to two full terms. (Ord. 3321, 11-4-87)

APPOINTED: 5 members appointed by the City Council.

COMPENSATION: $50.00 for each meeting attended.

NOTES: **MUST BE CITY OF LAS VEGAS RESIDENT (Ord. 3527, LVMC 2.49).**

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

PURPOSE: The Board of Civil Service Trustees administers the system of civil service

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
37

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Ryan Hampton to the Ward 2 seat of the Arts Commission

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City of Las Vegas Arts Commission was created by City Council Ordinance No. 1944 in 1978 to serve as an advisory body to the City Council with respect to matters pertaining to the arts. The board consists of 12 members, terms are for four years and no member shall be reappointed more than once. Ward 2 is entitled to appoint one representative to the board. The former Ward 2 representative, Heidi Gustafson, has resigned and her unexpired term must be filled. Mr. Hampton is eligible and wishes to serve.

RECOMMENDATION:
Options are: That Ward 2 appoint Mr. Hampton or advise staff to bring an item forward at a future meeting to consider a new nominee for the Ward 2 seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

ARTS COMMISSION

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**JIM BRIARE** (Mayor Pro Tem Tarkanian, Ward 1 appt.)	8-30-2017	8-30-2021
2.	**PAUL LOWDEN, IV** (Councilwoman Fiore, Ward 6 appt.)	2-19-2018	2-19-2022
3.	**DAVID TUPAZ** (Mayor appointment)	3-20-2014 (Reappt 5-16-2018)	3-20-2022
4.	**JOHN TRIMBLE** (Councilman Crear, Ward 5 appt.)	3-27-2014 (Reappt. 12-5-2018)	3-27-2022
5.	**SANDY KARPEL** (Councilman Anthony, Ward 4 appt.)	7-8-2014 (Reappt 6-20-2018)	7-8-2022
6.	**JOHN PACHECO** (Councilman Coffin, Ward 3 appt)	6-6-2018 (Eff. 6-14-2018)	6-14-2022
7.	**DAVID STRAUS** (Mayor appointment) *(Replaces Polly Weinstein, resigned)*	6-17-2020	7-10-2022
8.	**HEIDI GUSTAFSON** (Councilwoman Seaman, Ward 2 appt.) *(Replaces Richard Plaster, resigned)*	3-3-2021	11-20-2023
9.	**JENNIFER KLEVEN** (Appointed by Arts Commission)	9-17-2020 (eff. 10-15-2020)	10-15-2024
10.	**MICKEY SPROTT** (Appointed by Arts Commission)	9-21-2017 (Reappt 10-17-2019)	9-17-2023
11.	**JOHN CURRAN** (Mayor appointment)	2-22-2016 (Reappt 11-6-2019)	11-20-2023
12.	**ALLY R. HAYNES-HAMBLEN** (Authorized City Staff Member appointed by City Manager) Director, Cultural Affairs		

NOTES:

AUTHORITY: **L.V.M.C. 2.34**
Created by Ord. 1944, adopted 7-5-78, City-County. Arts Commission.
Created by Ord. 3288, adopted 5-20-87, L. V. Arts Commission, outlines appointments, qualifications, voting restrictions
Bill 91-18, Ord. 3571 adopted 5-1-91, outlines resignations, vacancies and reappointments
Ord. 3592, adopted 1991, Director of Leisure Services or authorized representative to serve as a voting member
Bill 2001-114, Ord. 5392, adopted 12-5-2001, increased membership from nine (9) members to twelve (12) members
Bill 2008-52, Ord. 6016, adopted 12-3-2008, transferred authority from the Director of Leisure Services to the City Manager to designate one representative of City staff to serve ex officio.

TERM: 4 years or until his or her successor is appointed and qualifies - Must fill unexpired terms. No member shall be reappointed more than once. Limited to 2 terms.

APPOINTED: 12 voting members as follows:
3 appt. by Mayor
6 (1 appt. by each Councilman)
2 appt. by the established Arts Commission
One member representative of City staff, appointed by the City Manager, or a designee, to serve as ex-officio
(Commission to consist of:
at least 1 but not more than 3 arts professionals
at least 1 but not more than 3 practicing artists.)

NOTES: No City residency requirement - No financial disclosure requirement.

PURPOSE: Serve as an advisory body to the City Council with respect to matters pertaining to the arts.

DEPT. SUPPORT:: Ally R. Haynes-Hamblen, Director, Office of Cultural Affairs
Rebecca Holden, Visual Arts Specialist II, Office of Cultural Affairs
Laura Machado, Visual Arts Specialist II, Office of Cultural Affairs

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
38

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the appointment of nominees Valerie Brown, Eric Roberts and Erik Van Houten to the Citizens Advisory Committee to the Las Vegas Redevelopment Agency

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City of Las Vegas Citizens Advisory Committee to the Las Vegas Redevelopment Agency (CAC) is to act in an advisory capacity and to provide input to the Redevelopment Agency (RDA) and the City of Las Vegas (City) on matters relating to the RDA's proposed projects and programs. The CAC consists of nine members appointed by the City Council, who serve without compensation. Members represent small business owners, real estate, development, homeowners, renters/condo owners and educators. Terms shall be for three years with a limit of two full consecutive terms. Subject nominees are specific to the following categories: Valerie Brown, Category B – Licensed Real Estate Professional/Realtor; Eric Roberts, Category C – Development Community Member/Architect; and Erik Van Houten, Category D – Resident Homeowner within the Redevelopment Area. The three nominees have the recommendation of the Economic and Urban Development Department, are qualified, and wish to be appointed.

RECOMMENDATION:
That the Council appoint Ms. Brown, Mr. Roberts and/or Mr. Van Houten or direct staff to bring forward an item to a future meeting to appoint a qualified nominee to the Category B, C and D seats.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

CITIZENS ADVISORY COMMITTEE TO THE LAS VEGAS REDEVELOPMENT AGENCY

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
CATEGORY A – Small Business Owner whose business address is located within the Redevelopment Area. **1. DANIEL HILL**	12-6-2017 (Reappt. 1-6-2021)	12-6-2023
CATEGORY B – Licensed Real Estate Professional: Real Estate Attorney or Realtor, active in real estate transactions, financing, or analysis whose business is located within the City of Las Vegas. **2. VACANT** (Replaces Robin Camacho who resigned)		8-7-2022
CATEGORY C – Development Community Member: Architect, Developer, or Contractor whose business address is located within the City of Las Vegas. **3. VACANT** (Replaces Steven Clarke who resigned)		
CATEGORY D – Resident Homeowner of a Single Family Home located within the Redevelopment Area. **4. VACANT** (Replaces John Curran who resigned)		2-19-2023
CATEGORY E – Apartment Renter or Condominium Owner who resides within the Redevelopment Area. **5. ASHA L. JONES**	3-16-2016 (Reappt. 12-7-2016) (Reappt. 2-5-2020)	11-2-2022
CATEGORY F – Educator or Community Leader working to benefit children who resides in the City of Las Vegas. **6. JANA WILCOX LAVIN**	10-7-2020	10-7-2023
CATEGORY G – Ward 1 Community Member who resides in or whose business address is located in Ward 1 and/or is selected by the Ward 1 Councilperson. **7. DESIREE STILWELL** (Ward 1)	3-4-2020	3-4-2023
CATEGORY H - Ward 3 Community Member who resides in or whose business address is located in Ward 3 and/or is selected by the Ward 3 Councilperson. **8. CRAIG PALACIOS** (Ward 3)	12-21-2016 (Reappt. 10-17-2018)	11-2-2021
CATEGORY I - Ward 5 Community Member who resides in or whose business address is located in Ward 5 and/or is selected by the Ward 5 Councilperson. **9. REVEREND KELCEY ANDERSON WEST** (Ward 5)	10-7-2020	10-7-2023

AUTHORITY: Created by Council action on August 4, 2010 (Item 45). Memorandum of Understanding between the City of Las Vegas, the City of Las Vegas Redevelopment Agency and the Culinary Union to create a committee to act in an advisory capacity and provide input to the Redevelopment Agency on proposed projects and programs within the Redevelopment Area approved 12-2-2009 (Item 37). Committee By-Laws adopted by the City Council on August 4, 2010.

MEMBERS: 9 members

TERM: 3 years.

No member may serve more than 2 full consecutive three year terms. (Filling any portion of an unexpired term does not count towards the 2 full terms) Must fill unexpired terms if appropriate.

CATEGORY

CATEGORY A	**SMALL BUSINESS OWNER whose business address is located within the Redevelopment Area.**
CATEGORY B	**LICENSED REAL ESTATE PROFESSIONAL which may include a real estate attorney or realtor who is active in real estate transactions, financing, or analysis and whose business address is located within the City of Las Vegas.**
CATEGORY C	**DEVELOPMENT COMMUNITY MEMBER which may include architect, developer, or contractor whose business address is located within the City of Las Vegas.**
CATEGORY D	**RESIDENT HOMEOWNER OF A SINGLE FAMILY HOME located within the Redevelopment Area.**
CATEGORY E	**APARTMENT RENTER OR CONDOMINIUM OWNER who resides within the Redevelopment Area.**
CATEGORY F	**EDUCATOR OR COMMUNITY LEADER WORKING TO BENEFIT CHILDREN who resides in the City of Las Vegas.**
CATEGORY G	**WARD 1 COMMUNITY MEMBER who resides in or whose business address is located in Ward 1 and/or is selected by the Ward 1 Councilperson.**
CATEGORY H	**WARD 3 COMMUNITY MEMBER who resides in or whose business address is located in Ward 3 and/or is selected by the Ward 3 Councilperson.**
CATEGORY I	**WARD 5 COMMUNITY MEMBER who resides in or whose business address is located in Ward 5 and/or is selected by the Ward 5 Councilperson.**

NOTES: NO CITY FINANCIAL DISCLOSURE REQUIREMENT due to adoption of Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions are no longer required to file State form.)

AGENDA SUMMARY PAGE
City Council
Meeting of: July 7, 2021

Agenda Item No.:
39

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2021-23 - For possible action - Amends LVMC 9.04.100 to update the nuisance abatement appeal and hearing procedures as they pertain to the waiver of costs and penalties. Sponsored by: Councilman Brian Knudsen and Councilwoman Victoria Seaman

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC 9.04.100 to update the nuisance abatement appeal and hearing procedures as they pertain to the waiver of costs and penalties. The bill provides that waiver hearings will be heard by a designee of the City Council. The bill also requires the City Council to establish a policy that includes guidelines and alternate procedures for obtaining waivers. The policy will be presented to Council for adoption in connection with (or following) the adoption of this bill.

RECOMMENDATION:
ADOPTION at the July 7, 2021 City Council meeting as a First Amendment pursuant to the July 6, 2021 Recommending Committee Meeting.

First Reading – 6/2/2021 First Publication – 6/24/2021

BACKUP DOCUMENTATION:
1. Bill No. 2021-23
2. Submitted after Final Agenda - Backup Documentation Submitted at the July 6, 2021 Recommending Committee Meeting
3. Submitted at Meeting - PowerPoint Slide by Staff

BILL NO. 2021-23

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC 9.04.100 TO UPDATE THE NUISANCE ABATEMENT APPEAL AND HEARING PROCEDURES AS THEY PERTAIN TO WAIVERS OF COSTS AND PENALTIES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Brian Knudsen
Councilwoman Victoria Seaman

Summary: Amends LVMC 9.04.100 to update the nuisance abatement appeal and hearing procedures as they pertain to waivers of costs and penalties.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 9, Chapter 4, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.04.100: (A) Upon the filing of the abatement report for abatement action taken by the City pursuant to Section 9.04.080, a hearing shall be held for the purpose of reviewing the report and any accompanying documentation. At the City's option, such a hearing may be held before the City Council or before the City Council's designee. At the abatement report hearing, the City Council or designee shall either approve or disapprove of the report as submitted, or as modified or corrected by the City Council or designee. In the event the City Council or designee approves the report as submitted, or as modified or corrected, either or both of the following actions may be taken:

(1) The City Council or designee may order that the cost of abating the public nuisance be made a personal obligation of the property owner or other responsible party and may direct the City Attorney to collect the costs of abating the nuisance (including reinspection fees) and interest thereon by use of all appropriate remedies.

(2) The City Council or designee may order that the cost of abating the public nuisance, including reinspection fees and interest, shall be assessed against the property. In such a case, the City Council or designee shall confirm the assessment and have it filed with the County Recorder and mailed in accordance with Subsection (B) of this Section. Thereafter, the assessment shall constitute a lien upon the

property.

(B) An assessment lien processed under Subsection (A):

(1) Is perfected when the City has:

(a) Filed with the County Recorder a statement of the amount of expenses due and unpaid and describing the property subject to the lien; and

(b) Sent by certified mail, return receipt requested, a notice of the lien, separately prepared for each lot affected, and addressed to the last known owner of the property at his last known address, as determined by the real property assessment roll in the Clark County Assessor's Office.

(2) Shall be:

(a) Coequal with the latest lien on the subject property to secure the payment of general taxes;

(b) Not subject to extinguishment by the sale of the property on account of the nonpayment of general taxes;

(c) Prior and superior to all liens, claims, encumbrances and titles other than the liens of assessments and general taxes.

(3) Shall bear interest, from the date of recordation, at the rate set by law for judgments, and shall continue until the assessment and all interest due and payable thereon is paid.

(C) Pursuant to NRS 268.4122, the City Council or designee may order that civil penalties assessed under this Chapter be made part of an assessment lien authorized by this Section, but any action to do shall be subject to the limitations contained in NRS 268.4122. In the case of action taken by a designee, an appeal of that decision may be taken to a court of competent jurisdiction.

(D) For appropriate cause, a designee of the City Council [or designee], in connection with a hearing, may waive or reduce costs and penalties previously assessed under this Chapter. The City Council shall establish by resolution a policy that describes the process by which such waivers may be requested and hearings held, as well as standards and guidelines related to waiver requests. The decision of the designee is final City action for purposes of judicial review, and any subsequent review or appeal must

be taken to a court of competent jurisdiction.

(E) The policy established pursuant to Subsection (D) may include, or the City Manager may establish, an alternative administrative process by which a person who seeks a waiver of costs and penalties may elect to forgo the hearing process described in Subsection (D) and instead enter into a compliance agreement with the City, pursuant to which waivers may be granted by the City administratively. The provisions of Subsection (D) shall govern if the person requesting a waiver is unable to meet the requirements of the compliance agreement or if such an agreement cannot be reached.

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 _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-17-21
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, 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 _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

CONCEPT AMENDMENTS FOR BILL NO. 2021-23

Current Bill Text: Hearings Held Only before the Hearing Officer

(D) For appropriate cause, a designee of the City Council [or designee], in connection with a hearing, may waive or reduce costs and penalties previously assessed under this Chapter. The City Council shall establish by resolution a policy that describes the process by which such waivers may be requested and hearings held, as well as standards and guidelines related to waiver requests. The decision of the designee is final City action for purposes of judicial review, and any subsequent review or appeal must be taken to a court of competent jurisdiction.

Concept Amendment #1: Hearings Held before the Hearing Officer unless the Property's Councilmember Wants the Hearing before Council

(D) For appropriate cause, the City Council or designee, in connection with a hearing, may waive or reduce costs and penalties previously assessed under this Chapter. Such hearings shall be held by a designee unless, in a particular case, the member of Council in whose ward the property is located elects to have the hearing take place before the City Council. The City Council shall establish by resolution a policy that describes the process by which such waivers may be requested and hearings held, as well as standards and guidelines related to waiver requests. The decision of the City Council or designee, as the case may be, is final City action for purposes of judicial review, and any subsequent review or appeal must be taken to a court of competent jurisdiction.

Submitted after final agenda
Item: 3A Date: 7/6/2021

Submitted At
Recommending Meeting
Item: 3 Date: 7/6/2021

Concept Amendment #2: Hearings Always Held before the Hearing Officer, and Property Owner May Appeal Hearing Officer's Decision to Council

(D) For appropriate cause, a designee of the City Council, in connection with a hearing, may waive or reduce costs and penalties previously assessed under this Chapter. The City Council shall establish by resolution a policy that describes the process by which such waivers may be requested and hearings held, as well as standards and guidelines related to waiver requests. Except as otherwise provided in Subsection (E), the decision of the designee is final City action for purposes of judicial review, and any subsequent review or appeal must be taken to a court of competent jurisdiction.

(E) A person who requested a waiver or reduction pursuant to Subsection (D) and who is aggrieved by a decision of the designee may appeal that decision to the City Council, but such an appeal is available only if the appeal is filed in writing with the City Clerk within ten calendar days following the designee's decision. The decision of the City Council regarding such an appeal is final City action for purposes of judicial review, and any subsequent review or appeal must be taken to a court of competent jurisdiction.

Concept Amendment #3: One-Year Sunset Provision for Bill

New Section with the Following Language: Unless subsequently extended or modified by ordinance, this Ordinance shall expire by limitation one year following its adoption.

Bill 2021-23: Proposed Changes to Nuisance Abatement Appeal and Hearing Procedures (Waivers)

	Waiver Hearing Options for Property Owner	Alternative Administrative Options for Property Owner
Under Current City Code & Practice	**One City-Level Hearing*** Either the City Designee (Hearing Officer) *or* The City Council if the Councilmember Authorizes	**None**
Under Proposed Bill As Introduced	**One City-Level Hearing*** The City Designee (Hearing Officer)	**Yes**. Compliance Agreement with City. If terms of agreement (rehab of property) are met, City will grant administrative waivers (reduction of civil penalties) based on policy set by City Council.
Under Proposed Bill with First Amendment from Recommending Committee	**Up to Two City-Level Hearings*** The City Designee unless the Councilmember Authorizes Direct Bypass to City Council Hearing *and* The City Council, as the Second City-Level Hearing, if the City Designee Hearing Was Held First	**Yes**. Same Compliance Agreement authority as in Proposed Bill.

*After exhausting all City-Level Hearings, a Property Owner may appeal the final decision to a court of competent jurisdiction (State Court).

Submitted at City Council
Date 7/7/2021 Item 39
by Staff

AGENDA SUMMARY PAGE
City Council
Meeting of: July 7, 2021

Agenda Item No.:
40

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2021-24 - For possible action - Readopts LVMC 10.02.010 to make State misdemeanors City misdemeanors if committed within the City. Proposed by: Bryan K. Scott, City Attorney

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Pursuant to LVMC 10.02.010, any offense that constitutes a misdemeanor under State law is also a misdemeanor under City law if it is committed within the corporate boundaries of the City. This permits prosecution of such an offense in Municipal Court. In order to assure that LVMC 10.02.010 is interpreted to incorporate State-law changes made during the 81st Session of the Nevada Legislature, LVMC 10.02.010 should be readopted. This bill will accomplish that objective.

RECOMMENDATION:
ADOPTION at the July 7, 2021 City Council meeting pursuant to the July 6, 2021 Recommending Committee Meeting.

First Reading – 6/16/2021 First Publication – 6/24/2021

BACKUP DOCUMENTATION:
1. Bill No. 2021-24

BILL NO. 2021-24

ORDINANCE NO. _____

AN ORDINANCE TO READOPT LVMC 10.02.010, THE MUNICIPAL CODE PROVISION MAKING STATE-LAW MISDEMEANORS CITY MISDEMEANORS IF COMMITTED WITHIN THE CITY.

Proposed by: Bryan K. Scott, City Attorney

Summary: Readopts LVMC 10.02.010 to make State misdemeanors City misdemeanors if committed within the City.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

WHEREAS, the Charter of the City of Las Vegas declares that any offense made a misdemeanor by the laws of the State of Nevada shall also be a misdemeanor in the City of Las Vegas whenever such offense is committed within the boundaries of the City; and

WHEREAS, the City Council has reaffirmed that declaration by means of the adoption of LVMC 10.02.010; and

WHEREAS, a number of criminal laws were enacted or amended by the Nevada Legislature during its 81st Session, some of which became effective upon passage and approval, and others of which become effective upon October 1, 2021, or upon some other date specified within those laws; and

WHEREAS, the City Council desires by this Ordinance to readopt LVMC 10.02.010 to include within its purview, to the extent affirmative action to do so is necessary, all the State misdemeanor laws which have been enacted by the Nevada State Legislature.

NOW, THEREFORE, BASED UPON THE FOREGOING, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

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SECTION 1: Title 10, Chapter 2, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby readopted.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-1-21
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2019, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2019, 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 _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE
City Council
Meeting of: July 7, 2021

Agenda Item No.:
41

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2021-25 - For possible action - Amends various provisions of LVMC Title 6 to update the license-related definition of “nightclub” and create a new license category of “general entertainment establishment,” together with related regulations; and amends various provisions of LVMC Title 19 to make corresponding adjustments to land use regulations pertaining to those establishments and to delete the use “beer/wine/cooler cultural establishment.” Sponsored by: Councilwoman Olivia Díaz

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend various provisions of LVMC Title 6 to update the license-related definition of “nightclub” and create a new license category of “general entertainment establishment,” together with related regulations; and amend various provisions of LVMC Title 19 to make corresponding adjustments to land use regulations pertaining to those establishments and to delete the use “beer/wine/cooler cultural establishment.” The bill will afford greater flexibility for licensees to provide limited kinds of entertainment without triggering the stricter requirements for nightclubs. The bill provides a more precise definition of “nightclub,” and will both encourage and enable better compliance and enforcement regarding establishments that provide entertainment.

RECOMMENDATION:
ADOPTION at the July 7, 2021 City Council meeting pursuant to the July 6, 2021 Recommending Committee Meeting.

First Reading – 6/16/2021 First Publication – 6/24/2021

BACKUP DOCUMENTATION:
1. Bill No. 2021-25

BILL NO. 2021-25

ORDINANCE NO. _____

AN ORDINANCE RELATING TO ENTERTAINMENT-RELATED ESTABLISHMENTS; AMENDING VARIOUS PROVISIONS OF LVMC TITLE 6 TO UPDATE THE LICENSE-RELATED DEFINITION OF "NIGHTCLUB" AND CREATE A NEW LICENSE CATEGORY OF "GENERAL ENTERTAINMENT ESTABLISHMENT," TOGETHER WITH RELATED REGULATIONS; AMENDING VARIOUS PROVISIONS OF LVMC TITLE 19 TO MAKE CORRESPONDING ADJUSTMENTS TO LAND USE REGULATIONS PERTAINING TO THOSE ESTABLISHMENTS AND TO DELETE THE USE "BEER/WINE/COOLER CULTURAL ESTABLISHMENT"; AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Olivia Díaz

Summary: Amends various provisions of LVMC Title 6 to update the license-related definition of "nightclub" and create a new license category of "general entertainment establishment," together with related regulations; and amends various provisions of LVMC Title 19 to make corresponding adjustments to land use regulations pertaining to those establishments and to delete the use "beer/wine/cooler cultural establishment."

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 39, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.39.030: "Nightclub" means an indoor or outdoor [drinking, dancing, or entertainment establishment that does its primary business after dark, has a dance floor or open area free of tables and chairs that would allow dancing or assembly occupancies, and has sound equipment to allow live or recorded music played for the purpose of dancing (whether or not dancing actually occurs). The operation of the establishment may (but is not required to) include any of the following: Onsite consumption of alcoholic beverages, a bar area, a fee for admittance, a promoter contracted to provide entertainment, and the sale of prepared food. In order to qualify as a nightclub, any sale of prepared food must be accessory to the primary business operation, and gross receipts from the sales thereof may not exceed gross receipts from the sales of alcoholic beverages.] <u>entertainment establishment with an occupancy load of one hundred or more persons that:</u>

<u>(A) Provides any combination of live music, recorded music, or other entertainment for</u>

the primary purpose of encouraging social interaction amongst the patrons of the establishment;

(B) Contains one or more delineated dance floor areas; and

(C) May or may not provide food service. If the establishment provides food service, the food service must be both limited and incidental to the operation of the establishment.

The term is also deemed to include a "dayclub," which possesses the same characteristics as a nightclub, but operates primarily during the daytime hours. The term does not include an establishment that is licensed (or qualifies) as an erotic dance establishment under LVMC Chapter 6.35, a general entertainment establishment licensed under LVMC Chapter 6.32, or a teenage-related establishment licensed under LVMC Chapter 6.80. The term shall not be deemed to include an establishment merely because it includes entertainment if the entertainment is primarily intended to be viewed by an audience. The term shall also not be deemed to include an establishment that provides entertainment if that entertainment is incidental to the primary activity of the establishment and consists merely of ambient or background music intended to create or enhance a mood or atmosphere, or karaoke singing and interaction, or a combination thereof.

SECTION 2: Title 6, Chapter 50, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.020: Unless the context otherwise requires, the scope of all words in this Chapter shall be liberally construed in order to effectuate the purpose of this Chapter, and, in particular, the following words shall have the meaning ascribed to them as follows:

"Adult" means, for the purposes of this Chapter, a natural person over the age of twenty-one years.

"Alcoholic beverage" includes alcohol, spirits, liquor, wine and beer, and every liquid or solid which contains alcohol, spirits, liquor, wine or beer; and which contains one-half of one percent or more of alcohol by volume; and which is fit for beverage purposes, either alone or when diluted, mixed or combined with other substances. Any liquid or solid containing beer or wine in combination with any other alcoholic beverage shall not be construed to be beer or wine.

"Alcoholic beverage caterer" means a person who serves, pours or sells alcoholic beverages only for consumption on the premises where the same are dispensed, served or sold during the times, dates and places

specified by permit.

"Amusement theme park" means a theme park, as defined in LVMC 6.81.020.[, that has at least one hundred thousand square feet of public floor space.] Such a business may include the incidental sale of refreshments, food, beverages, gifts or novelties.

"Art gallery" means a business establishment whose primary business is the display, exhibit and sale of fine art for purchase by the general public. For the purpose of this definition, "fine art" means:

(1) A work of visual art such as a painting, sculpture, drawing, mosaic or photograph;

(2) A work of written art, such as calligraphy;

(3) A work of graphic art, such as an etching, a lithograph, an offset print, a silkscreen, or any other work of like nature;

(4) A work in craft materials, including, but not limited to, clay, textile, wood, metal, plastic or glass; or

(5) A work in mixed media, which is a work that is any combination of the art media set forth in this definition.

["Banquet or event establishment"] "Banquet establishment" means any establishment which is rented by individuals or groups to accommodate events such as banquets, weddings, anniversaries and other similar [assemblages.] private events. Such establishment may or may not include:

(1) Kitchen facilities for the preparation or catering of food.

(2) Outdoor gardens or reception facilities.

"Bar" means a physical structure from which alcoholic beverages are poured or served by the drink to patrons or where alcoholic beverages are maintained for pouring or service to patrons. The structure may be permanent or temporary.

"Beer" means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops or similar product, or any combination thereof, in water.

"Beneficial owner" means a person who possesses a lease or other evidence of possessory property rights for the premises for which a license is sought for the full period for which the license is to be used.

"Bridal shop" means an establishment that primarily markets and sells clothing or products relating to brides or weddings.

"Cider" means an alcoholic beverage made from the fermentation of fruit juice that contains not less than one-half of one percent and not more than eight percent of alcohol by volume.

"Commercial center" means a concentration of retail stores that:

(1) Contains at least eighty thousand square feet of retail space enclosed within a building or buildings;

(2) Contains at least one anchor retail store of at least twenty thousand square feet;

(3) Includes a parking lot common to the retail stores; and

(4) Is situated on at least fifteen gross acres of land.

"Concert hall" means a building with a stage designed for the performance of concerts.

"Container," except as the context otherwise requires, means a receptacle provided by an establishment (or otherwise) from which alcoholic beverages are consumed on the premises of the establishment.

"Convenience store" means a retail establishment other than a drugstore, which:

(1) Offers for sale prepackaged food products, household items and other goods commonly associated with those products and items, and maintains more than fifty-one percent of its gross retail floor area dedicated to such products and items, provided that not more than ten percent of its gross retail floor area is devoted to the sale of beer, wine and coolers; and

(2) Except as otherwise provided in this Paragraph (2), contains not less than one thousand two hundred square feet, nor more than five thousand square feet of floor space devoted to retail sales display, exclusive of warehouse and office areas. The minimum size requirement in the preceding sentence does not apply to a development that qualifies as mixed-use under LVMC Title 19.

[“Convention center”] "Convention center or arena" means a structure [which has at least one hundred thousand square feet of floor] or other space utilized for scheduling, hosting or accommodating a convention, trade show or temporary event, whether the activity is open or closed to the general public. For

purposes of this Chapter, the term includes a stadium facility that may be operated in conjunction with a convention center, but does not include a permanent trade show facility.

"Cooler" means any prebottled alcoholic beverage, other than beer or wine, that is a distillate obtained from the fermentation of the natural contents of fruits or other agricultural products containing natural or added sugar, which contains not more than ten percent of alcohol by volume.

"Cultural establishment" means a facility which charges a fee for admission and is dedicated to performing arts, history or education and where food is provided in a concession space. [The facility must contain at least one of the following:

(1) At least two thousand seats in a theater-style setting;

(2) Indoor exhibit space of twenty thousand square feet; or

(3) Outdoor exhibit space of at least fifty acres.]

"Downtown Entertainment Overlay District" has the meaning and boundaries as described in LVMC 19.10.120.

"Downtown Las Vegas Overlay District" has the meaning and boundaries as described in LVMC 19.10.110.

"Drugstore" means a business establishment which occupies the entire business premises of a building, or a portion of the business premises of a building which is segregated physically or spatially from the rest of the business premises, where a State licensed pharmacist is present at all times the pharmacy operation is open for the purpose of compounding or dispensing, or both compounding and dispensing of drugs and medicines, and where a grill and fountain service is permitted as well as the retail sales of sundries, including stationery, magazines, cosmetics and health items. For an establishment to qualify as a drugstore, the annual gross revenue from the sale of prescription pharmaceuticals must be in excess of fifty percent of the establishment's total gross revenue on a calendar year basis.

"Dues" means fees paid on a monthly, quarterly, semiannual or annual basis for the right to participate in the planning of activities and the utilization of services offered by a nonprofit corporation, association or organization. The term "dues" does not include fees paid for the purchase of drinks, meals or

other services offered by a nonprofit corporation, association or organization.

"General retail store" means a business established for the retail sale of general merchandise in excess of five thousand square feet of floor space devoted for the sale of multiple line products provided that not more than ten percent of its gross retail floor area is devoted to beer, wine and coolers, unless there is a greater amount of floor area otherwise specified by a land use approval or permitted by condition on the alcoholic beverage license.

"Gift shop, resort hotel leased" means a discrete area within a resort hotel, owned and operated by a person other than the owner of the resort hotel, that sells clothing and miscellaneous sundries appropriate as gifts, as well as other items, including, but not limited to newspapers, magazines, and foodstuffs. A resort hotel leased gift shop may only sell alcoholic beverages upon the receipt of a valid, unexpired alcoholic beverage license by the operator of the gift shop and the floor area for the display of alcoholic beverages shall not exceed fifty square feet.

"Gift shop, resort hotel owned" means a discrete area within a resort hotel, owned and operated by the resort hotel, that sells clothing and miscellaneous sundries appropriate as gifts, as well as other items, including, but not limited to newspapers, magazines, and foodstuffs. A resort hotel owned gift shop may sell alcoholic beverages without having to obtain a separate package license if the resort hotel is authorized to sell alcoholic beverages pursuant to a tavern license and the floor area for the display of alcoholic beverages does not exceed fifty square feet.

"Golf course" means any links consisting of at least eighteen holes which have been certified by the United States Golf Association for individual and group play and which provide a variety of golf facilities, including, but not limited to at least one or more of the following: a driving range, golf lessons, motorized golf carts; a professional golf shop or a clubhouse. Each golf cart that maintains alcoholic beverages for pouring or service to patrons of a golf course, or is used to serve or pour alcoholic beverages to patrons of a golf course is considered to be a separate bar for purposes of this Chapter. Miniature golf and/or putting course facilities and electronically simulated golf courses are not to be considered golf courses for purposes of this definition.

"Groceries" means staple food stuffs, dairy products, meats and produce meant for human consumption; articles used in the preparation of food; and household supplies.

"Grocery store" means a business establishment which occupies all of the business premises of a building or a portion of the business premises of a building which is segregated physically or spatially from the rest of the business premises, and which contains more than five thousand square feet of floor space, exclusive of warehouse and office space, for the display and sale of foodstuffs, whether fresh, frozen, canned or packaged, and may include the sales of other products, including non-food items, alcoholic beverages (if licensed by the City for the sale of alcoholic beverages), and pharmaceuticals, provided the sale of such pharmaceuticals is incidental to the primary business of selling products other than pharmaceuticals. The term does not include an establishment in which more than ten percent of the gross retail floor area of the establishment premises consists of alcoholic beverages.

"Hotel" means, for purposes of this Chapter, a "resort hotel" as defined by LVMC Chapter 6.40.020(F), except when the term is used in conjunction with a specific term which lists the number of rooms required. A "hotel," if not a "resort hotel," contains not less than one hundred fifty guest rooms in a single or connected structure, access to which is controlled through a foyer and hallways; provides rooms which are let or hired out only to transient guests on a day-to-day basis; and does not provide for cooking in individual rooms or suites.

"Hotel lounge bar" means a bar located in a lounge area of a hotel where alcoholic beverages are sold for consumption in specified areas only.

"Individual access" means the provision of a secured cabinet or refrigerator with alcoholic beverages, access to which is controlled by an adult.

"Key employee" means an employee designated by a business licensee to oversee the operations of the business in the absence of the licensee.

"Liquor store" means a specialty retail store with a minimum gross floor area of 1200 square feet that deals exclusively in alcoholic beverages and related items including tobacco, magazines, newspapers and packaged snack foods, whose license to sell alcoholic beverages authorizes their sale to consumers only

and not for resale, in original sealed or corked containers, for consumption off the premises where the same are sold. Entry to minors is not allowed, except as provided for in LVMC 6.50.170.

"Lounge" means a room or designated area wherein alcohol is served or poured from a licensed liquor service area to patrons where food is not served or is incidental to its operation and may contain an informal setting of tables, booths or easy chairs, and into which room or designated area minors are not permitted entry. Such room or area must be separated and segregated with a barrier and signage sufficient to preclude minors from entry.

"Malt beverage" means beer, ale, porter, stout and other similar fermented beverages of any name or description, brewed or produced from malt, wholly or in part.

"Meal" means an assortment of food listed on a menu which must include entrees, appetizers, side items and desserts available for purchase at various hours of the day.

"Minor" means, for the purposes of this Chapter, a natural person under the age of twenty-one years.

"Museum" means a facility with no less than fifteen thousand square feet of exhibit space open to the general public where a fee is charged for admission and the primary purpose of such facility is the acquisition, preservation, study and exhibition of items of artistic, historic or scientific value.

"Nonprofit club" means any nonprofit corporation, association or organization which has been in continual existence for at least two years prior to applying for a license under this Chapter, and:

(1) Is organized or qualified to do business and operate under the laws of the State;

(2) Has tax-exempt status granted by the United States Internal Revenue Service;

(3) Maintains a membership of at least one hundred active members who are residents of Southern Nevada, who are twenty-one years of age or older and who pay dues to the nonprofit corporation, association, or organization; and

(4) Operates a clubhouse, clubroom or meeting room in a permanent location which it owns or leases.

"Off-sale" means the sale of alcoholic beverages in original sealed or corked containers for consumption off the premises where the same are sold.

"On-sale" means the sale of alcoholic beverages for consumption on the premises where the same are sold.

"Outdoor entertainment complex" means an outdoor environment that mixes retail, restaurant, entertainment and recreational uses on one parcel of land that:

(1) Is greater than one gross acre in size;

(2) Is located wholly within the boundaries of the Downtown Entertainment Overlay District or within the area bounded by Ogden Avenue on the north, Maryland Parkway on the east, Carson Avenue on the south, and 8th Street on the west;

(3) Provides for a minimum of ten thousand square feet of retail space within permanent or semi-permanent structures;

(4) Contains at least one restaurant;

(5) Provides on the parcel at least fifty permanent seats where meals may be consumed; and

(6) Provides event or exhibition space (or both) of at least five hundred square feet.

For purposes of this definition, "semi-permanent structure" means a structure or container that is not permanently affixed to the ground but is not readily moveable. "Semi-permanent structure" explicitly includes an intermodal cargo transport container, commonly referred to as a "cargo container" or "shipping container," but does not include a recreational vehicle, mobile kitchen, catering truck or mobile home.

"Pedestrian mall" means an area designated in LVMC Chapter 11.68.

"Permanent trade show" means an event held at a permanent trade show facility where products, goods or wares are displayed for the purpose of exhibitors demonstrating and soliciting orders for the wholesale of or offering for wholesale of such products, goods or wares exclusively to members of a specific industry or industries.

"Permanent trade show facility" means a parcel or contiguous parcels of land with one or more buildings located thereon consisting of a minimum of two hundred fifty thousand square feet of floor space that is designed and intended primarily to conduct one or more permanent trade shows annually, at which

members of the general public are not admitted. A "permanent trade show facility" may also be used for events to which the general public is invited.

"Private event" means an "invitation only" event, often connected to membership in, or acquaintance with, an organization or person hosting the event. The term includes weddings, anniversaries, holiday parties, proms, birthday parties and other similar celebrations.

"Public event" means an event open to the general public, where entry is available either for the price of a ticket or admission, or free of charge. The term includes expositions, fairs, dances, concerts, fundraising events and other similar events.

"Restaurant" means a place which is regularly and in a bona fide manner used and kept open for the service of meals to guests for compensation; and which has suitable kitchen facilities connected therewith, containing conveniences for cooking an assortment of foods which may be required for ordinary meals.

"Restaurant service bar" means a bar wherein alcoholic beverage drinks are prepared for service only at tables in a restaurant for consumption only in connection with a meal on the premises where the same is sold.

"Restaurant with alcohol" means a restaurant advertised and/or held out to the public to be a place where the primary business is to serve meals and has meals available for service at tables or booths during all times that the business is open. Alcoholic beverages may be served to adult patrons throughout the premises of a restaurant with alcohol, and adults accompanying a minor into the restaurant portion of the business may only be served alcohol in conjunction with meals at dining tables or booths.

"Sale" means the act of selling and, in connection therewith, "sell" means, for compensation or any other private or public business purpose at a commercial location, to sell, serve, give away, or distribute; or to cause or permit to be sold, served, given away or distributed or to possess with the intent to sell, serve, permit consumption, give away or distribute; or to solicit or receive orders to sell, serve, give away or distribute.

"Specialty drink" means a singular variety of a themed alcoholic drink that represents the culture or ethnicity of the establishment; must be consistent with the ambiance, decór, and menu offerings of the

restaurant; and must be served in open containers for consumption only on the licensed premises of the establishment. A drink does not qualify as a "specialty drink" unless it is available for consumption only when the kitchen or food preparation area is open and operating. A specialty drink must be able to be identified and described, in writing, by any applicant for a license that requires the sale or service of a specialty drink and must describe how the drink qualifies for classification as a specialty drink.

"Suit shop" means an establishment that primarily markets and sells tailored suits.

"Themed establishment" means an establishment that is designed and operated so as to evoke a particular culture, ethnicity, historical or fictional period, that represents such unique theme through one or more of the following attributes: entertainment, activity, music, ambiance, decor, signage, cuisine, specialty drink offerings or the costuming of staff.

"Wedding chapel" means a business establishment that performs marriages in accordance with State law.

"Wholesale dealer" or "wholesaler" means a person who sells alcoholic beverages for the purposes of resale.

"Wine" means any alcoholic beverage, other than beer, obtained by the fermentation of the natural contents of fruits or other agricultural products containing natural or added sugar, which contains not more than twenty-two percent of alcohol by volume.

SECTION 3: Title 6, Chapter 50, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.060: (A) A general on-sale license authorizes the sale of alcoholic beverages for consumption on the premises of a licensed golf course establishment, a sports arena, a cultural establishment, a convention center, [or] an amusement theme park, or a general entertainment establishment, in each case where alcohol sales are incidental to the primary business.

(B) If requested by the Director or Metro on an event by event basis, the licensee shall require that alcoholic beverages be sold and consumed only in a segregated and secured area wherein only persons twenty-one years of age or older are permitted to enter.

(C) The condition set forth in Subsection (B) does not apply to sporting events held at a convention center or sports arena.

SECTION 4: Title 6 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 32 and consisting of Sections 10 to 50, inclusive, reading as follows:

6.32.010: For purposes of this Chapter:

"General entertainment establishment" means an establishment that is generally open to the public, or a segment of the public, as a place to view live or other entertainment performances in an amphitheater, auditorium, ballroom, concert hall, theatre or showroom setting; for hosting or accommodating a concert, convention, competition, sporting event or trade show; or any combination thereof. The term applies whether or not events or activities hosted or accommodated by the facility generally, or in particular cases, are open or closed to the general public and whether or not reservations or ticket sales are available in advance. The term also includes an establishment that operates in a manner similar to a nightclub, but that has an occupancy load limit of ninety-nine persons or less. The term does not include an establishment that is licensed (or qualifies) for licensing under LVMC Chapters 6.35, 6.39 or 6.80. The term shall not be deemed to include an establishment that provides entertainment if that entertainment is incidental to the primary activity of the establishment and consists merely of ambient or background music intended to create or enhance a mood or atmosphere, or karaoke singing and interaction, or a combination thereof.

6.32.020: (A) No person shall operate a general entertainment establishment without obtaining and maintaining a license pursuant to this Chapter. Such an establishment may operate with or without the sale or service of alcoholic beverages, but an establishment is not eligible to sell or serve alcoholic beverages unless the applicant also holds one of the following type of alcoholic beverage licenses at the location of the general entertainment establishment:

(1) Beer and wine room;

(2) Tavern;

(3) Tavern-limited;

(4) Tavern-restricted;

(5) General on-sale; or

(6) Urban lounge.

(B) Before an application for a license under this Chapter is eligible for approval, the applicant must first submit for approval a proposed security plan and receive approval of a security plan. The Director shall issue, and may revise on an as-needed basis, an official policy to describe the scope of the required security plan for the benefit of potential licensees. In addition to the elements otherwise required to be in a security plan, the plan must include provisions to:

(1) Limit or prohibit the types of items that can brought into the premises, including weapons, alcoholic beverages, and other items that may affect security; and

(2) Monitor the sales and service of alcoholic beverages, the age of patrons, and the presence of the parents or legal guardians of underage patrons so that the provisions of this Chapter regarding can be properly observed and enforced.

6.32.030: In connection with the operation of a general entertainment establishment pursuant to this Chapter:

(A) The establishment is subject to all applicable provisions of LVMC Chapter 6.50.

(B) The establishment shall not allow any patron to bring alcoholic beverages onto the premises for consumption on the premises, or allow alcoholic beverages served or sold on the premises to be removed from the premises.

(C) All bars must be kept segregated from general admission and seating areas by a barrier sufficient to prevent access by minors.

(D) The sale and service of alcohol are prohibited at any public event which is marketed primarily to minors or open to minors unaccompanied by a parent or legal guardian.

(E) Events at which patrons under the age of eighteen years are allowed to attend must end by 10:00 pm and no event and such identification plan being monitored by the licensee.

(F) All alcohol sales must cease at least one hour prior to the scheduled ending time of

any performance.

(G) Except as otherwise provided in this Subsection (G), the hours of operation for the establishment shall be those determined by the Director in connection with temporary or permanent license approval, as the case may be. If there is a conflict between the hours of operation for a general entertainment establishment approved by the Director and the hours of operation approved by the City Council in connection with 1) an alcoholic beverage license associated the establishment or 2) an approved land use entitlement permitting the operation of a general entertainment establishment, the condition regarding hours of operation approved by the City Council shall control.

(H) The establishment shall operate in accordance with its approved security plan. The Director may require a licensee to submit for approval a revised security plan if the Director determines that provisions for security at the establishment are inadequate. The Director may establish a deadline for the submission of new or revised plans. Upon receipt of a new or revised security plan, the Director shall approve, deny or take other appropriate action regarding the plan, including the establishment of a deadline within which to update or implement a security plan or a date by which operations must cease in connection with the denial of a security plan. It is unlawful for a licensee to:

(1) Fail to submit a security plan by the deadline established for such submission;

(2) Continue to operate the licensed establishment beyond a deadline established for updating or implementing a security plan without having accomplished the update or implementation; or

(3) Continue to operate the licensed establishment beyond a date established for ceasing operations in connection with the denial of a security plan.

(I) If the licensed establishment is within five hundred feet of a residential property, the licensee must post signs at locations clearly visible within the establishment and at both on and off-site parking areas, requesting patrons to respect residents of adjacent residential neighborhoods by being quiet when leaving.

(J) Unless otherwise permitted by land use entitlement approved for such establishment, any and all activities associated with a licensed establishment shall be conducted entirely within the interior of such establishment, except for the following:

(1) The checking of patrons' identification;

(2) Valet parking activities;

(3) The sale of admission tickets for current or future events;

(4) Eating, drinking, or dancing when specifically allowed outside by means of a special event permit issued under LVMC Chapter 12.02; or

(5) Within the Downtown Entertainment Overlay District, the use of outdoor speakers or other sound amplification devices, but only if and to the extent the speakers or devices:

(a) Are not located on sidewalks or within the public right-of-way; and

(b) Are directed toward the establishment's lounge or dining area and away from public rights-of-way.

(K) If patrons are waiting outside the licensed establishment for entry into such establishment, the licensee shall organize and maintain its patrons in line in accordance with this Subsection (K). Each outdoor patron line must be on private property or on a public sidewalk not located in a residential neighborhood. If on a public sidewalk, an outdoor patron line shall:

(1) Be parallel to and against the structure of the licensed establishment;

(2) Be maintained so that not more than two persons are abreast (next to one another);

(3) Not restrict reasonable pedestrian movement on the sidewalk; and

(4) Not obstruct the entrance to any other establishment that is open for business.

(L) No interior noise from the establishment shall be audible beyond the property line when exterior doors are closed. If a more restrictive requirement exists elsewhere in this Code, the more restrictive requirement applies.

6.32.040: (A) Every general entertainment establishment that is also licensed for the sale or service of alcoholic beverages must display at all times, in a prominent place at each entry and exit, one or more printed warning signs regarding events at which patrons under twenty-one years of age are allowed to be present. The warning signs are for the purpose of notifying underage patrons that certain activities, including re-entry, are prohibited. The content, size and locations of such required warning signs must have first been approved by the Director and shall read substantially as follows:

WARNING TO PERSONS UNDER 21

You are subject to arrest and prosecution, as well as a fine of up to $1,000, for purchasing or consuming alcoholic beverages, or for misrepresenting your age for the purpose of purchasing or obtaining alcoholic beverages.

NO RE-ENTRY

(B) Every general entertainment establishment that is also licensed for the sale or service of alcoholic beverages must display at all times, in a prominent place at each bar location, one or more printed warning signs regarding events at which patrons under twenty-one years of age are allowed to be present. The warning signs are for the purpose of notifying patrons that certain activities are prohibited. The content, size and locations of such required warning signs must have first been approved by the Director and shall read substantially as follows:

WARNING

It is illegal to provide alcoholic beverages to any person under the age of 21. Violators are subject to arrest and prosecution.

6.32.050: Nothing in this Chapter by itself shall be deemed to authorize an establishment licensed under this Chapter to engage in any of the following business operations or activities that would require separate licensing, land use approval, or both:

(A) The operation of an erotic dance establishment subject to LVMC Chapter 6.35;

(B) The operation of an adult nightclub establishment subject to LVMC Chapter 6.06B;

(C) The operation of a nightclub subject to LVMC Chapter 6.39;

(D) The operation of a teenage dance establishment subject to LVMC 6.80;

(E) The operation of a sexually oriented business, as defined in LVMC 19.12.070; or

(F) Ongoing operations that allow the sale or service of alcoholic beverages to the general public.

SECTION 5: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 6 to 16, inclusive, of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 6: Section 19.09.050.E.020(I) is amended by amending the entry for the "Nightclub" use to replace the letter "S" with the letter "C" to indicate that the use is allowed as a conditional use rather than by means of special use permit.

SECTION 7: Title 19, Chapter 9, Section 50, is amended by amending the Use Type tables in each of the following sections to delete all references to the use "Beer/Wine/Cooler Cultural Establishment":

19.09.050.E.004(I)

19.09.050.E.008(I)

19.09.050.E.012(I)

19.09.050.E.016(I)

19.09.050.E.020(I)

19.09.050.E.026(I)

19.09.050.E.028(I)

19.09.050.E.032(I)

SECTION 8: Title 19, Chapter 12, Section 10, is amended by amending Table 2 of the Land Use Tables adopted therein by deleting the entry for the use "Beer/Wine/Cooler Cultural Establishment."

SECTION 9: Title 19, Chapter 12, Section 10, is amended by amending Table 2 of the Land Use Tables adopted therein to amend the entry for the use "Nightclub" to indicate that the use is allowed

as a conditional use in the C-1, C-2 and C-PB Zoning Districts, rather than by means of special use permit. In order to reflect the amendment, the letter "C" shall be inserted in place of the letter "S" in the box that represents the intersection of the row for the use "Nightclub" and the column for each of the C-1, C-2 and C-PB Zoning Districts.

SECTION 10: Title 19, Chapter 12, Section 70, is amended by deleting in its entirety the entry for the use "Beer/Wine/Cooler Cultural Establishment."

SECTION 11: Title 19, Chapter 12, Section 70, is amended by amending the entry for the use "Beer/Wine/Cooler On-Sale Establishment" so that the Conditional Use Regulations for that use read as follows:

Conditional Use Regulations:

1. Except as otherwise provided, no beer/wine/cooler on-sale establishment (hereinafter "establishment") shall be located within 400 feet from any church/house of worship, school, individual care center licensed for more than 12 children, or City park.

2. The minimum distance separation requirements in Regulation 1 do not apply to:

a. An establishment which has a nonrestricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992 or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992; [or]

b. A proposed establishment having more than 50,000 square feet of retail floor space[.]; or

c. A proposed cultural establishment, as defined in LVMC 6.50.020, including a museum, performing arts theater or facility licensed for art sales or display (or both), in which:

i. The sale and consumption of beer, wine and coolers is limited to the hours during which an artistic exhibition, presentation or performance is taking place; and

ii. No gaming is permitted in connection with the operation of the establishment.

3. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

SECTION 12: Title 19, Chapter 12, Section 70, is amended by amending the entry for the

use "Commercial Recreation/Amusement (Indoor)" to read as follows:

Commercial Recreation/Amusement (Indoor)

Description: An enclosed facility or area for sport, entertainment, games of skill, or recreation that is open to use by the general public for a fee. This use includes without limitation bowling alleys, indoor miniature golf courses, roller and ice skating rinks, game courts, swimming pools, walk-in movie theaters, physical fitness centers, gyms, billiard parlors/pool halls, indoor general entertainment establishments, and video arcades.

Minimum Special Use Permit Requirements:

1. The use shall not be open to the public between the hours of 9:00 p.m. and 8:00 a.m.

2. The use must be consistent with and authorized by an approved Site Development Plan for an office project, and may not occupy more than 35 percent of the floor area of the project.

3. No structure that houses the use may exceed 35 feet in height.

4. Each structure that houses the use shall be designed to provide reasonable sound barriers for adjoining properties.

On-site Parking Requirement:

Indoor Miniature Golf Course - Three spaces per hole

Skating Rink - One space for each 150 square feet of rink area

Indoor Game Courts - Three spaces per court

Walk-in Theater - One space per 4 seats, plus one space for each employee

Video Arcade - One space for each 200 square feet of gross floor area, plus one space per 3 persons that the facility is designed to accommodate at maximum capacity

Billiard Parlor/Pool Hall - One space per billiard table

General Entertainment Establishment - One space for every 3 persons at maximum capacity

Other Uses - One space for each 200 square feet of gross floor area

SECTION 13: Title 19, Chapter 12, Section 70, is amended by amending the entry for the use "Commercial Recreation/Amusement (Outdoor)" to read as follows:

Commercial Recreation/Amusement (Outdoor)

Description: An outdoor facility or area for sport, entertainment, games of skill, or recreation that is open to use by the general public for a fee. This use includes without limitation game courts, water slides, golf courses, outdoor miniature golf courses, drive-in theaters, batting cages, practice/instructional fields, amusement parks, amphitheaters, indoor general entertainment establishments, and sports events.

On-site Parking Requirement:

Miniature Golf Course - Three spaces per hole.

Golf Course - Four spaces per hole.

Amusement Park - One space per 3 persons that the facilities are designed to accommodate at maximum capacity.

General Entertainment Establishment - One space for every 3 persons at maximum capacity.

Other Uses - One space for each 200 square feet of gross floor area.

SECTION 14: Title 19, Chapter 12, Section 70, is amended by deleting in its entirety the entry for the use "Nightclub" and replacing it with an entry that reads as follows:

Nightclub

Description: An entertainment establishment, whether indoor, outdoor, or both, with an occupancy load of 100 or more people that:

1. Provides any combination of live music, recorded music, or other entertainment for the primary purpose of encouraging social interaction amongst the patrons of the establishment;

2. Contains one or more delineated dance floor areas; and

3. May or may not provide food service. If the establishment provides food service, the food service must be both limited and incidental to the operation of the establishment.

The Nightclub use also includes the use "Dayclub," which possesses the same characteristics as a Nightclub, but operates primarily during the daytime hours. The use does not include a General Entertainment Establishment, Sexually Oriented Business or an establishment that qualifies as a Teen Dance Center. The use shall not be deemed to include an establishment merely because it includes entertainment if the

entertainment is primarily intended to be viewed by an audience. The use shall also not be deemed to include an establishment that provides entertainment if that entertainment is incidental to the primary activity of the establishment and consists merely of ambient or background music intended to create or enhance a mood or atmosphere, or karaoke singing and interaction, or a combination thereof.

Conditional Use Regulations:

1. A Nightclub use that is located within the Downtown Entertainment Overlay District as defined by LVMC Title 19.10.120, within the boundaries of the Pedestrian Mall as defined by LVMC 11.68, or within the boundaries of the 18b Las Vegas Arts District, as shown in Figure 3 of the Development Standards adopted in LVMC 19.10.110(B), and as amended from time to time, is exempt from the application of Regulations 2 through 5. Except as otherwise limited by the final sentence of this Regulation 1 and Regulations 7 and 8, such a use shall be deemed to be a use permitted by right. Any outdoor activity areas must first be approved by means of a Site Development Plan Review pursuant to LVMC 19.16.100.

2. In the C-1 District, the Nightclub use shall be limited to a maximum of 5,000 gross square feet in area.

3. All Nightclub activities, including customer queueing and waiting areas (but excluding valet services and the checking of patron's identification), must be conducted within a completely enclosed building. In the C-M and M Zoning Districts, outdoor activity areas must first be approved by means of a Site Development Plan Review pursuant to LVMC 19.16.100.

4. Except as otherwise provided in Regulation 5, no Nightclub may be located within 500 feet of any parcel that contains a single-family dwelling.

5. The distance separation requirement set forth in Regulation 4 does not apply to:

a. An establishment which has a nonrestricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992.

b. A hotel having 200 or more guest rooms.

c. A Nightclub that meets all of the following criteria:

i. Is located on a parcel that is adjacent to Las Vegas Boulevard between Charleston Boulevard and Fremont Street;

ii. Is located on a parcel with a minimum net site area of 0.25 acres; and

iii. Is located within a building that has a minimum of 5000 square feet of gross floor area dedicated to the Nightclub use.

d. A Nightclub operated in conjunction with an establishment that has a tavern-restricted alcoholic beverage license pursuant to LVMC 6.50.253.

6. Alcohol service, if any, is permitted only in conjunction with the following Title 6 alcoholic beverage licenses: Beer and Wine Room, Tavern, Tavern-Limited, Tavern-Restricted, General On-Sale and Urban Lounge.

7. Nightclubs shall conform to all applicable requirements of LVMC Title 6.

8. Unless otherwise exempted by that Chapter, Nightclubs shall conform to all noise requirements and limitations of LVMC Chapter 9.16.

Minimum Special Use Permit Requirements:

*1. In the C-1 District, all Nightclub activities, including customer queueing and waiting areas (but excluding valet services and the checking of patron's identification), must be conducted within a completely enclosed building. In all other districts, outdoor activity areas, as well as any provisions used to mitigate the impact of those areas on the surrounding adjacent uses, must be included on a site plan that has been approved as part of a Special Use Permit application.

*2. Except as otherwise provided in Requirement 3, no Nightclub may be located within 500 feet of any parcel that contains a single-family dwelling.

3. The distance separation requirement set forth in Requirement 2 does not apply to:

a. An establishment which has a nonrestricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992.

b. A hotel having 200 or more guest rooms.

c. A Nightclub that meets all the following criteria:

i. Is located on a parcel that is adjacent to Las Vegas Boulevard between Charleston Boulevard and Fremont Street;

ii. Is located on a parcel with a minimum net site area of 0.25 acres; and

iii. Is located within a building that has a minimum of 5000 square feet of gross floor area dedicated to the Nightclub use.

d. A Nightclub operated in conjunction with an establishment that has a tavern-restricted alcoholic beverage license pursuant to LVMC 6.50.253.

4. The distance separation requirement set forth in Requirement 2 may be waived in accordance with the provisions of LVMC 19.12.050(C), but only in connection with a proposed Nightclub that will be:

a. Separated from the existing dwelling(s) by a street or highway with a minimum right-of-way width of 100 feet; or

b. Located on property within the Downtown Las Vegas Overlay District, as described in LVMC 19.10.110.

*5. Alcohol service, if any, is permitted only in conjunction with the following Title 6 alcoholic beverage licenses: Beer and Wine Room, Tavern, Tavern-Limited, Tavern-Restricted, General On-Sale and Urban Lounge.

*6. Nightclubs shall conform to all applicable requirements of LVMC Title 6.

*7. Unless otherwise exempted by that Chapter, Nightclubs shall conform to all noise requirements and limitations of LVMC Chapter 9.16.

On-site Parking Requirement: One space for every 3 persons at maximum capacity.

SECTION 15: Title 19, Chapter 18, Section 20, is amended by adding at the appropriate location the following term and its definition:

General Entertainment Establishment. A type of Commercial/Recreation/Amusement (Indoor or Outdoor) use that is generally open to the public, or a segment of the public, as a place to view live or other entertainment performances in an amphitheater, auditorium, ballroom, concert hall, theatre or showroom

setting; for hosting or accommodating a concert, convention, competition, sporting event or trade show; or any combination thereof. The term includes such an establishment whether or not events or activities hosted or accommodated by the establishment generally, or in particular cases, are open or closed to the general public and whether or not reservations or ticket sales are available in advance. The term also includes an establishment that operates in a manner similar to a Nightclub, but that has an occupancy load limit of 99 persons or less. The term does not include a Sexually Oriented Business, a Nightclub, or a Teen Dance Center as described in this Title, or any establishment that is licensed (or qualifies) for licensing under LVMC Chapters 6.35, 6.39 or 6.80. The term shall not be deemed to include an establishment that provides entertainment if that entertainment is incidental to the primary activity of the establishment and consists merely of ambient or background music intended to create or enhance a mood or atmosphere, or karaoke singing and interaction, or a combination thereof.

SECTION 16: Title 19, Chapter 18, Section 20, is amended by deleting in its entirety the existing entry for the term "Nightclub" and its definition and replacing it with the following term and its definition:

Nightclub: An entertainment establishment with an occupancy load of 100 or more persons that:

1. Provides any combination of live music, recorded music, or other entertainment for the primary purpose of encouraging social interaction amongst the patrons of the establishment;

2. Contains one or more delineated dance floor areas; and

3. May or may not provide food service. If the establishment provides food service, the food service must be both limited and incidental to the operation of the establishment.

The term is also deemed to include a "Dayclub," which possesses the same characteristics as a Nightclub, but operates primarily during the daytime hours. The term does not include a General Entertainment Establishment, Sexually Oriented Business or Teen Dance Center as described in this Title, or any establishment that is licensed (or qualifies) for licensing under LVMC Chapters 6.35 or 6.80. The term shall not be deemed to include an establishment merely because the establishment includes entertainment if the entertainment is primarily intended to be viewed by an audience. The term shall also not be deemed to include

an establishment that provides entertainment if that entertainment is incidental to the primary activity of the establishment and consists merely of ambient or background music intended to create or enhance a mood or atmosphere, or karaoke singing and interaction, or a combination thereof.

SECTION 17: For purposes of Section 2.100(3) of the City Charter, Sections 19.09.050, 19.12.010, 19.12.070 and 19.18.020 are deemed to be subchapters rather than sections.

SECTION 18: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 6 to 16, inclusive, of this Ordinance.

SECTION 19: 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 20: 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.

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SECTION 21: 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 _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-1-21
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, 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 _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE
City Council
Meeting of: July 7, 2021

Agenda Item No.:
42

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2021-26 - Adopts the City of Las Vegas 2050 Master Plan; repeals the Las Vegas 2020 Master Plan, as well as the elements of the 2020 Plan that have been added or amended since that Plan's adoption; and makes corresponding adjustments to various provisions of LVMC Title 19. Proposed by: Tom Perrigo, Chief Operations and Development Officer

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will adopt by reference the City of Las Vegas 2050 Master Plan, which was approved by vote of the City Council on June 2, 2021. The bill will also repeal the Las Vegas 2020 Master Plan, as well as the elements of the 2020 Plan that have been added or amended since that Plan's adoption, and make corresponding adjustments to various provisions of LVMC Title 19. The bill provides appropriate provisions allowing for a transition from 2020 Master Plan documents to those that form part of the 2050 Master Plan.

RECOMMENDATION:
ADOPTION at the July 21, 2021 City Council meeting as a First Amendment pursuant to the July 6, 2021 City Council meeting

First Reading - 6/16/2021 First Publication – 7/8/2021

BACKUP DOCUMENTATION:
1. Bill No. 2021-26

BILL NO. 2021-26

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE CITY OF LAS VEGAS 2050 MASTER PLAN; REPEAL THE LAS VEGAS 2020 MASTER PLAN, INCLUDING THE ELEMENTS OF THE 2020 PLAN THAT HAVE BEEN ADDED OR AMENDED SINCE THAT PLAN'S ADOPTION; MAKE CORRESPONDING ADJUSTMENTS TO VARIOUS PROVISIONS OF LVMC TITLE 19; AND PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Tom Perrigo, Chief Operations and Development Officer

Summary: Adopts the City of Las Vegas 2050 Master Plan; repeals the Las Vegas 2020 Master Plan, as well as the elements of the 2020 Plan that have been added or amended since that Plan's adoption; and makes corresponding adjustments to various provisions of LVMC Title 19.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: That certain document entitled "City of Las Vegas 2050 Master Plan," the material provisions of which were approved by vote of the Planning Commission on April 13, 2021, and the provisions of which were approved by City Council vote on June 2, 2021, is hereby adopted by reference in accordance with NRS 278.220. That document, hereafter the "2050 Master Plan." contains all elements required by NRS 278.160 to be included in a city's master plan.

SECTION 2: Except as otherwise provided in Section 3 of this Ordinance, the following documents are hereby repealed:

(A) That certain document entitled "Las Vegas 2020 Master Plan," adopted by Ordinance No. 5250.

(B) All elements of the Las Vegas 2020 Master Plan that have been added or amended subsequent to the adoption of that Plan.

SECTION 3: Any maps, figures, terms, or other aspects of the Las Vegas 2020 Master Plan that are referred to or incorporated by provisions of LVMC Title 19 or any other ordinance or regulatory document shall continue in effect, but only to the extent deemed necessary or appropriate in order to give meaning to the reference or incorporation. In addition, the Trails Element of the Las Vegas 2020 Master Plan,

as adopted by Ordinance No. 6237 and subsequently amended, hereafter the "Trails Element," shall remain in effect until the adoption of an ordinance amending LVMC Chapter 19.04 to specifically address the means of implementing the aspects of the City of Las Vegas 2050 Master Plan that pertain to trails. Until the adoption of that ordinance, the Trails Element shall control in the event of any conflict or inconsistency with a corresponding element or aspect of the City of Las Vegas 2050 Master Plan.

SECTION 4: Pursuant to NRS 278.230, the City Council is required to use appropriate means to put into effect any master plan it adopts, with the intent to have that plan serve as 1) a pattern and guide for that kind of orderly physical growth and development of the City which will cause the least amount of natural resource impairment and will conform to the adopted population plan, and ensure an adequate supply of housing, including affordable housing; and 2) a basis for the efficient expenditure of City funds relating to the elements of the master plan. Among the means the City Council has used in the past and will use in the future to implement a master plan are the adoption of other and related planning documents and the adoption and enforcement of zoning regulations by means of ordinance. In addition, with respect to the 2050 Master Plan adopted by this Ordinance, the City Council authorizes and directs the City Manager, to the extent practicable, to implement the 2050 Master Plan through the departments of the City, any designated staff, and otherwise as described in, but without being limited by, Chapter 5 of the 2050 Master Plan. Such efforts may include:

(A) Regularly adopting interim Strategic Action Plans and departmental business plans that incorporate the priorities of the City Council and the recommended goals, key actions, and implementation strategies identified throughout the 2050 Master Plan, and that align with the City's adopted budget.

(B) Carrying out policies and regulations that have been duly adopted by the City Council or City Manager.

(C) Completing capital improvement projects pursuant to a conforming adopted capital improvement plan.

(D) Entering into partnerships and actively collaborating with regional and community

stakeholders.

(E) Requesting appropriate legislative changes to effectuate the plan, streamline good governance, and enable government efficiency.

(F) Ensuring that any future sub-plans, studies, inventories, strategies, surveys, and assessments largely conform and are consistent with the 2050 Master Plan.

(G) Maintaining an accessible dashboard on the City's website that displays the status of the 2050 Master Plan's identified outcomes, key actions and implementation strategies, as well as other useful information.

SECTION 5: The 2050 Master Plan designates sixteen "Areas of the City" representing the collection of neighborhoods, districts, and nodes of various parts of the City, all as described within Chapter 2. The City Council authorizes and directs:

(A) The Department of Planning to maintain an official map depicting the "Areas of the City" and describe the existing conditions, demographics, socio-economics, and proposed projects and implementation activities of each respective area.

(B) The City, through its departments, to work with persons representative of each area to develop respective special area plans and establish priorities for implementing recommended improvements.

SECTION 6: As part of the Land Use Component, the 2050 Master Plan introduces five new land use "place types" that will function much like traditional land use designations within the 2050 Master Plan (sometimes referred to by the City as General Plan designations) but will facilitate future rezoning actions to help achieve land use goals within the 2050 Master Plan. The "place types" are known as "Transit Oriented Development 1," "Transit Oriented Development 2," "Transit Oriented Corridor 1," "Transit Oriented Corridor 2," and "Neighborhood Mixed Use Center" (abbreviated, respectively, as TOD-1, TOD-2, TOC-1, TOC-2, and NMXU). In connection with the adoption of the 2050 Master Plan, it has been proposed to change the land use designations of approximately 3,000 parcels to correspond to one of the new "place types." Those parcels are listed in Exhibit A, which is attached to and incorporated within

this Ordinance. The existing land use designation for each parcel listed is shown in the column with the heading "Current General Plan," and the corresponding "place type" for each parcel is shown in the column with the heading "Proposed General Plan." Although this Ordinance assigns new Master Plan-related land use designations to the listed parcels in the form of "place types," the zoning designations of those parcels remain in place under rezoned in the future. During the period of time between when this Ordinance becomes effective and the parcels listed in Exhibit A are rezoned to correspond to their land use designations under the City of Las Vegas 2050 Master Plan, the zoning of those parcels shall be deemed to be in conformance with the City of Las Vegas 2050 Master Plan, taking into account the impracticality of transitioning immediately from one master plan to another.

SECTION 7: The intent of the City Council regarding Section 6 of this Ordinance and the reassignment of parcels to new "place types" as land use designations for those parcels is for that reassignment to be effective for a period of at least three years. The Council acknowledges the possible need for the City to make adjustments or correct errors during that period, and any such adjustments or corrections may be initiated by the Department of Planning at the Director's discretion. However, the City Council does not intend to make any changes or adjustments at the instance of property owners other than the City, and the Director is authorized to not accept applications to make such changes or adjustments until August 1, 2024, at the earliest.

SECTION 8: The adoption of the 2050 Master Plan shall not be deemed to impair any previously adopted special area plan or development agreement, nor any previously approved entitlement or condition of entitlement approval.

SECTION 9: Following the adoption of this Ordinance, the Department of Planning is authorized and directed to:

(A) Publish the City of Las Vegas 2050 Master Plan in final form.

(B) File with the City Clerk an attested copy of the City of Las Vegas 2050 Master Plan.

SECTION 10: At least once each calendar year following the adoption of this Ordinance, the Department of Planning shall prepare a report evaluating the progress of the implementation of the 2050

Master Plan and the status of the 2050 Master Plan's identified outcomes and key actions, and thereafter present the report to both the Planning Commission and the City Council. In connection with its consideration of the report, the Planning Commission may formulate for presentation to the City Council recommendations with respect to further implementation of the 2050 Master Plan.

SECTION 11: In connection with maintenance and implementation of the 2050 Master Plan, the Department of Planning is authorized from time to time to correct errors and incorporate updates that have been properly approved. Amendments or modifications shall be processed in accordance with applicable statutes and ordinances.

SECTION 12: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 13 to 24, inclusive, of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 13: Title 19, Chapter 6, Section 120, is hereby amended by deleting Footnote 2 to Table 3 and replacing it with the following Footnote 2:

2. Except for parcels located within the revitalization area described in this Footnote 2, the maximum building height for mixed-use development is ten stories, or one hundred fifty feet, whichever is less. For purposes of this Footnote 2, the revitalization area encompasses locations that are included within the following Areas of the City, as described in Chapter 2 of the Master Plan, Sections IIA through IIF: Downtown Las Vegas, East Las Vegas, West Las Vegas, Downtown South, Charleston, and Twin Lakes.

SECTION 14: Title 19, Chapter 6, Section 140, is hereby amended by amending Paragraph A.2.a to replace the phrase "Las Vegas 2020 Master Plan" with the phrase "Master Plan."

SECTION 15: Title 19, Chapter 8, Section 70, is hereby amended by deleting Footnote 2 to Table 3 and replacing it with the following Footnote 2:

2. Except for parcels located within the revitalization area described in this Footnote 2, the maximum building height for mixed-use development is ten stories, or one hundred fifty feet, whichever is less. For purposes of this Footnote 2, the revitalization area encompasses locations that are included within the following Areas

of the City, as described in Chapter 2 of the Master Plan, Sections IIA through IIF: Downtown Las Vegas, East Las Vegas, West Las Vegas, Downtown South, Charleston, and Twin Lakes.

SECTION 16: Title 19, Chapter 8, Section 80, is hereby amended by deleting Footnote 2 to Table 3 and replacing it with the following Footnote 2:

2. Except for parcels located within the revitalization area described in this Footnote 2, the maximum building height for mixed-use development is ten stories, or one hundred fifty feet, whichever is less. For purposes of this Footnote 2, the revitalization area encompasses locations that are included within the following Areas of the City, as described in Chapter 2 of the Master Plan, Sections IIA through IIF: Downtown Las Vegas, East Las Vegas, West Las Vegas, Downtown South, Charleston, and Twin Lakes.

SECTION 17: Title 19, Chapter 8, Section 120, is hereby amended by amending Paragraph A.2.a to replace the phrase "Las Vegas 2020 Master Plan" with the phrase "Master Plan."

SECTION 18: Title 19, Chapter 10, Section 140, is hereby amended by amending Paragraph B.1.b to replace the phrase "Las Vegas 2020 Master Plan," as well as all the remaining language of B.1.b, with the phrase "Master Plan."

SECTION 19: Title 19, Chapter 10, Section 150, is hereby amended by amending Paragraph G.6 to replace the phrase "Historic Properties & Neighborhoods Preservation Plan Element of the Las Vegas 2020 Master Plan" with the phrase "aspects of the Master Plan that serve as the historic preservation element of that Plan."

SECTION 20: Title 19, Chapter 12, Section 70, is hereby amended by amending the Description of the use "Utility Transmission Line (Class I)" to replace the phrase "Las Vegas 2020 Master Plan" with the phrase "Master Plan."

SECTION 21: Title 19, Chapter 12, Section 70, is hereby amended by amending the Description of the use "Utility Transmission Line (Class II)" to replace the phrase "Las Vegas 2020 Master Plan" with the phrase "Master Plan."

SECTION 22: Title 19, Chapter 18, Section 20, is hereby amended by amending the definition of the term "Utility Transmission Line (Class I)" to replace the phrase "Las Vegas 2020 Master

Plan" with the phrase "Master Plan."

SECTION 23: Title 19, Chapter 18, Section 20, is hereby amended by amending the definition of the term "Utility Transmission Line (Class II)" to replace the phrase "Las Vegas 2020 Master Plan" with the phrase "Master Plan."

SECTION 24: Title 19, Chapter 18, Section 20, is hereby amended by adding thereto, at the appropriate location, the following term and its corresponding definition:

Master Plan. Except where the context otherwise requires, refers to the General Plan.

SECTION 25: For purposes of Section 2.100(3) of the City Charter, the following Sections are deemed to be subchapters rather than sections:

19.06.120

19.06.140

19.08.070

19.08.080

19.08.120

19.10.140

19.10.150

19.12.070

19.18.020

SECTION 26: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 13 to 24, inclusive, of this Ordinance.

SECTION 27: 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 28: 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 _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-1-21
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, 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 _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
43

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2021-27 - Amends LVMC Chapter 2.26 to establish provisions regarding senior municipal court judges. Sponsored by: Mayor Carolyn G. Goodman

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC Chapter 2.26 to establish provisions regarding senior municipal court judges. Such judges will be available to conduct jury trials, if necessary, and to perform other judicial functions as needed. The ordinance established minimum qualifications for such judges as described by Nevada Supreme Court rule.

RECOMMENDATION:
ADOPTION at the July 21, 2021 City Council meeting pursuant to the July 6, 2021 Recommending Committee meeting.

First Reading – 6/16/2021 First Publication – 7/8/2021

BACKUP DOCUMENTATION:
1. Bill No. 2021-27

BILL NO. 2021-27

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC CHAPTER 2.26 TO ESTABLISH PROVISIONS REGARDING SENIOR MUNICIPAL COURT JUDGES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Carolyn G. Goodman

Summary: Amends LVMC Chapter 2.26 to establish provisions regarding senior municipal court judges.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 2, Chapter 26, 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 45, reading as follows:

2.26.045: (A) Senior Municipal Court Judges may serve as judges in the Municipal Court. In order to qualify for service as a Senior Municipal Court Judge, a judge must have demonstrated proficiency by qualifying as a Senior Municipal Judge under Nevada Supreme Court Rule 12, which requires service for at least four consecutive years as a municipal judge and approval to serve as a Senior Municipal Court Judge by the Nevada Administrative Office of the Courts. Each such judge shall have the same powers and responsibilities as a Municipal Court Judge and may serve or be utilized in any manner consistent with Supreme Court Rule 12. Without limiting the generality of the preceding sentence, one or more Senior Municipal Court Judges may:

(1) Serve in the same manner as an Alternate Judge described in LVMC 2.26.040 when a sitting judge is sick, on vacation, or absent for any other reason and the sitting judge has requested that a Senior Municipal Court Judge serve in the sitting judge's absence.

(2) Be appointed to fill a Municipal Court Judge position that has become vacant, with the appointment to be in accordance with Section 1.160 of the City Charter.

(3) Serve as a Hearing Commissioner pursuant to Section 4.040 of the City Charter.

(4) Be appointed to perform judicial functions and duties in a time of temporary necessity as an alternative to adding a new judicial department. Any such appointment may be full time or part time and may extend for a period of up to two years, or as further extended based on necessity.

(B) Senior Municipal Court Judges serving under this Section shall receive compensation in accordance with Supreme Court Rule 12(8).

(C) The Municipal Court may adopt such rules or enter such orders as deemed necessary or appropriate in order to implement this Section.

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.

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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 _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-1-21
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, 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 _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE
City Council
Meeting of: July 7, 2021

Agenda Item No.:
44

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
NEW BILLS:

Bill No. 2021-28 - Annexation No. 21-0179-ANX1 - Property location: 7418 Constantinople Avenue; Petitioned by: City of Las Vegas; Acreage: 2.63 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Stavros S. Anthony

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property located at 7418 Constantinople Avenue. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (August 12, 2021) is set by this ordinance.

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. 2021-28 and location map

BILL NO. 2021-28

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (21-0179-ANX1)

Sponsored by: Councilman Stavros S. Anthony

Summary: Annexes property described as located at 7418 Constantinople Avenue.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> BEING THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time

the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory because the present or previous landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or

other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 12th day of August, 2021, and on that date the City will have the funds appropriated in sufficient amount to finance the extension into the described territory of police protection, fire protection, street maintenance, street sweeping, and street lighting maintenance.

SECTION 5: The described territory, together with the inhabitants and property thereof, shall, from and after the 12th day of August, 2021, be subject to all debts, laws, ordinances and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

SECTION 6: The City Engineer is hereby instructed to cause to be prepared an accurate map or plat of the described territory and to record the map or plat, together with a certified copy of this ordinance, in the office of the County Recorder of Clark County, Nevada, which recording shall be done prior to the 12th day of August, 2021.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

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 _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6.21.21
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____ _____;

thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, 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": _____

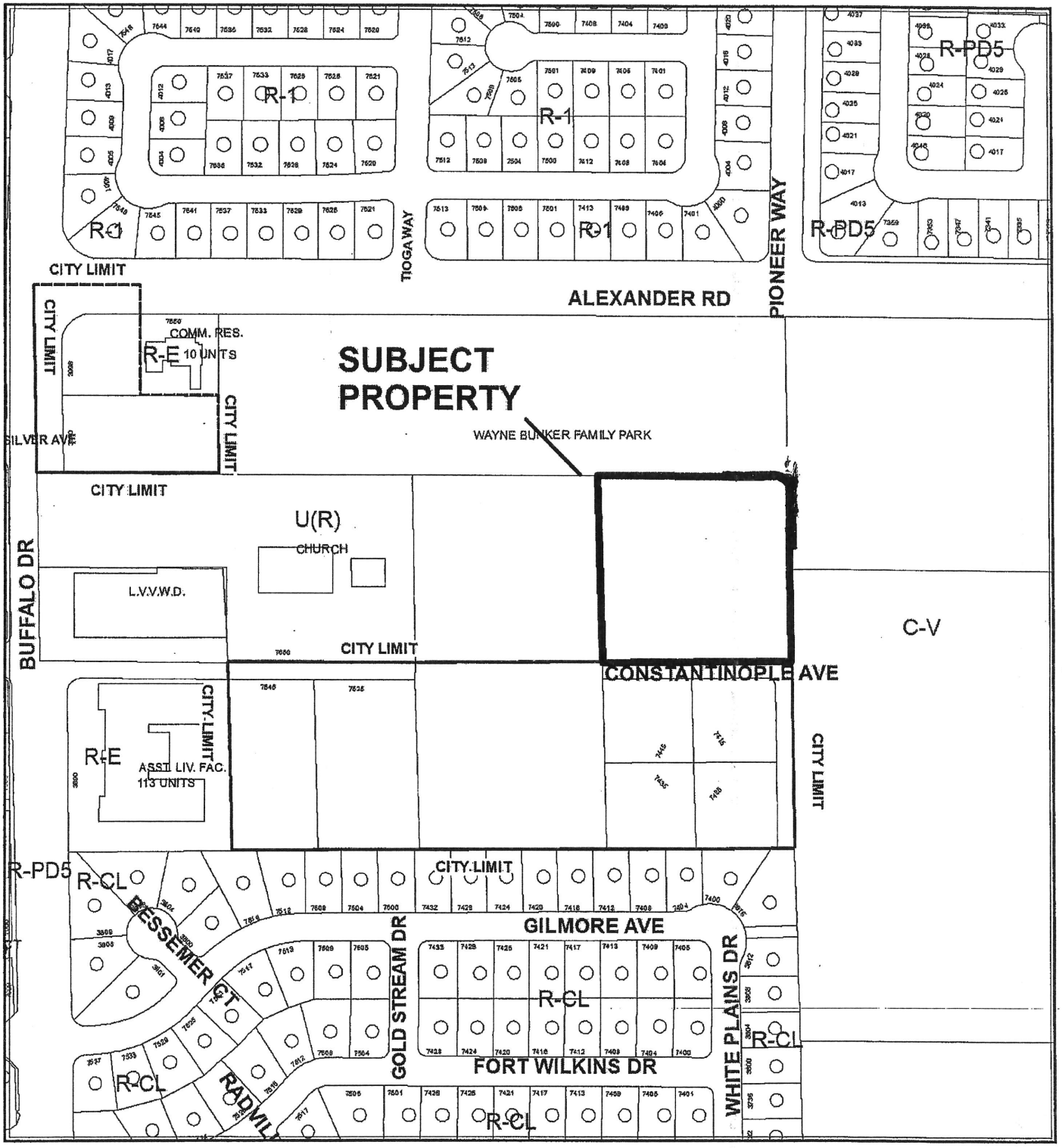
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE:21-0179-ANX1

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AGENDA SUMMARY PAGE
City Council
Meeting of: July 7, 2021

Agenda Item No.:
45

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
NEW BILLS:

Bill No. 2021-29 - Ordinance creating the City of Las Vegas, Nevada Special Improvement District No. 816 (Summerlin Village 22); ordering a street project, storm sewer project, sanitary sewer project, drainage project, and water project, within the City of Las Vegas, Nevada and providing other matters related thereto. Proposed by: Mike Janssen, Director of Public Works

FISCAL IMPACT:
Budget Funds Available
Amount: $45,425,000
Funding Source: Capital Project Funds - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
The Howard Hughes Company, LLC (the Developer) has requested that the City of Las Vegas (City) form a special improvement district within the City pursuant to the provisions of Nevada Revised Statutes Chapter 271 to levy special assessments, and to issue one or more series of bonds to provide for the construction, acquisition, or furnishing of certain public improvements within Special Improvement District No. 816 (Summerlin Village 22). This ordinance orders the creation of the special improvement district for the purpose of acquiring and improving street projects, storm sewer projects, sanitary sewer projects, water projects and drainage projects paid by special assessments, according to benefits received by the parcels of land within the proposed district pursuant to NRS Chapter 271.

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. 2021-29

Summary – An ordinance creating the City of Las Vegas, Nevada, Special Improvement District No. 816 (Summerlin Village 22), ratifying action taken by City officers toward the creation of such District, and providing other matters related thereto.

BILL NO. 2021-29

ORDINANCE NO. _____

AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22); ORDERING A STREET PROJECT, STORM SEWER PROJECT, SANITARY SEWER PROJECT, DRAINAGE PROJECT, AND WATER PROJECT, WITHIN THE CITY OF LAS VEGAS, NEVADA; AND PROVIDING OTHER MATTERS RELATED THERETO.

WHEREAS, the City Council (the "Council") of the City of Las Vegas, Nevada (the "City"), deems it necessary to create the City of Las Vegas, Nevada, Special Improvement District No. 816 (Summerlin Village 22) (the "District") for the purpose of acquiring and improving a street project, storm sewer project, sanitary sewer project, drainage project, and water project (collectively, the "Project"), and to defray the entire cost and expense of the Project by special assessments, according to benefits levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, pursuant to Chapter 271 of the Nevada Revised Statutes ("NRS") and all laws amendatory thereof and supplemental thereto (the "Act"), there has previously been presented to the Council a written petition from The Howard Hughes Company, LLC, a Delaware limited liability company (the "Developer"), requesting the City to initiate the formation of the District and the acquisition and improvement of the Project and to issue bonds and levy assessments and requesting the City to proceed with certain actions required by the Act; and

WHEREAS, the City and the Developer have entered into a Development and Financing Agreement dated as of July 7, 2021 (the "Financing Agreement"), for the acquisition and improvement of the Project that contains the terms and conditions required by NRS 271.710 and 271.720; and

WHEREAS, the City has further entered into an Agreement with each of William Lyon Homes, Inc., dba Taylor Morrison, a California corporation, and Woodside Homes of

Nevada, LLC, a Nevada limited liability company (collectively, the "Land Owners"), each dated as of July 7, 2021, which contain the terms and conditions required by NRS 271.710 and 271.720; and

WHEREAS, the Developer and the Land Owners are collectively the owners of 100% of the assessable property comprising the District; and

WHEREAS, the Council and the officers of the City have done or caused to be done all things necessary and preliminary to the creation of the District, including but not limited to the filing by the City Engineer with the City Clerk of an accurate estimate of cost, full and detailed plans and specifications which comply with NRS 271.710(3)(b), an assessment plat and map and an assessment roll, and the Council now desires to authorize the Project by this ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA, DOES ORDAIN:

Section 1. This ordinance shall be known as and may be cited by the short title "District No. 816 Creation Ordinance" (this "Ordinance").

Section 2. There shall be, and hereby is, created in the City an improvement district designated as the "City of Las Vegas, Nevada, Special Improvement District No. 816 (Summerlin Village 22)" for the purpose of acquiring and improving the Project, as more particularly described below. The Council, pursuant to NRS 271.325(1), has also determined and does hereby declare as follows:

(a) The public convenience and necessity require the creation of the District.

(b) The creation of the District is economically sound and feasible.

(c) The market value of each of the benefited lots, tracts and parcels of land in the District will be increased by an amount directly attributable to the Project for which the assessment is to be made.

Section 3. The Project, which is hereby ordered to be acquired and improved, shall be as shown on the full and detailed plans and specifications for the District filed with the City Clerk. The kind and location of the Project (without mentioning minor details) is as follows:

The Project consists of the acquisition and construction of certain improvements within and without the District to include, without limitation, streets, sanitary sewers, storm sewers, drainage improvements, and water mains, in, along, and adjacent to the property described in this Section 3, and all appurtenances and incidentals necessary, useful or desirable, including real and other property therefor, which is more particularly described (with all segment lengths to be current approximations subject to minor adjustment) as set forth below:

Project 1: Summerlin West Village 21/22 3550 Zone Water Main Extension w/ Dual PRV's to 3435 Zone (Far Hills Avenue to Lake Mead Boulevard) & 3435 16" Water Main Extension w/ PRV to 3320 Zone Lake Mead Boulevard (I-215 to Desert Foothills Drive), Water Improvements

This project consists of water improvements only along Desert Foothills Drive from Far Hills Avenue to Lake Mead Boulevard, including its extension east along Lake Mead Blvd to service village 26 and village 22 Parcel B, consisting of 24", 16" & 12" DIP water main and appurtenances.

This project has a total construction cost of $3,997,472, which approximately 50% is to be covered by the City of Las Vegas, Nevada Special Improvement District No. 814 and the remaining 50%, or $1,998,736, is to be a part of the District.

Project 2: Summerlin West 3435 Zone North Pipeline, Phase V

This project consists of water improvements for a 30" MCLP water main and appurtenances commencing approximately at Sky Vista and Carriage Hill intersection, and along Sky Vista and Sunset Run from Carriage Hill to Kettle Bend Road, and Kettle Bend Road from Sunset Run Drive to Flight Range Ave. The portion along Sky Vista and Sunset Run from Carriage Hill Drive to Kettle Road was covered by the City of Las Vegas, Nevada Special Improvement District No. 814. The remainder of the project along Kettle Bend Road from Sunset Run Drive to Flight Range Ave. (Kettle Bend Road Station 59+14.50 to Station 69+62.55, or approximately 1,050 linear feet of 30" MLCP water main), is covered by the District.

This project has an estimated total estimated construction cost of $1,651,403 with a special improvement district eligible 15% soft cost of $241,710, bringing the total cost to $1,899,113. The City of Las Vegas, Nevada Special Improvement District No. 814 covered $698,855 of the total cost and the remaining costs will be covered by the District, which is $1,200,258 and includes all soft costs.

Project 3: Summerlin West 3665 Zone North Pipeline Phase III

This project consists of a Regional 30-inch water main (to be constructed under LVVWD Contract No. C1590 3665 Zone North Pipeline Phase III project) along Sunset Run Drive from Kettle Ridge Drive to Scurry Bend Drive and along Scurry Bend Drive from Sunset Run Drive to Lake Mead Blvd. and along Lake Mead Blvd from Scurry Bend Drive to Kettle Ridge Drive.

This project has an estimated total construction cost of $3,561,275 with a special improvement district eligible 15% soft cost of $534,191. The District eligible cost is 100% of the total cost, which is $4,198,966 and includes all soft costs.

Project 4: Summerlin West Village Beltway Sewer & Storm Drain Kettle Bend Road to Lake Mead Boulevard

This project consists of sewer and storm drain (including 6'x6' RCB) improvements from the intersection of Kettle Bend Road (Kettle Bend Station 82+75) easterly toward the Beltway Channel and then northerly to Lake Mead Boulevard.

This project has an estimated total construction cost of $2,353,601 with a special improvement eligible 15% soft cost of $353,040. The District eligible cost is 100% of the total cost, which is $2,706,641 and includes all soft costs.

Project 8A: One Way Couplet - Kettle Ridge Drive (Sunset Run Drive to Kindle Rise Way), Rough Grade and Road Improvements

This improvement project consists of rough grading and road improvements along Kettle Ridge Drive (approximately 2,690 linear feet roadway segment) from Sunset Run Drive to Fleet Wing Avenue. This is a 60.5-foot-wide arterial roadway with 20-foot-wide landscape area on the east side, and 21-foot-wide landscape area on the west side.

This project has an estimated total construction cost of $2,719,721, with a special improvement district eligible 15% soft cost of $407,958. The District eligible cost is 100% of the total cost, which is $3,127,679 and includes all soft costs.

Project 8B: One Way Couplet - Kettle Ridge Drive (Sunset Run Drive to Kindle Rise Way) Street Lights

This project consists of street lights in Kettle Ridge Drive between Sunset Run Drive to Fleet Wing Avenue.

This project has an estimated total construction cost of $613,760, with a special improvement district eligible 15% soft cost of $92,064. The District eligible cost is 100% of the total cost, which is $705,824 and includes all soft costs.

Project 10A: Kettle Ridge Drive (Lake Mead Boulevard to Fleet Wing Avenue), Rough Grade and Road Improvements

This project consists of rough grading and road improvements along Kettle Ridge Drive from Lake Mead Boulevard to Fleet Wing Avenue. Included with this rough grade and improvement package is 6' x 10' RCB and 6' x 6' RCB along with manholes and transition structures. This is a 41-foot-wide arterial roadway with 24-foot-wide landscape area on the east side, and 30-foot-wide landscape area on the west side.

This project has an estimated total construction cost of $3,010,876, with a special improvement district eligible 15% soft cost of $451,631. The District eligible cost is 100% of the total cost, which is $3,462,507 and includes all soft costs.

Project 10B: Kettle Ridge Drive (Lake Mead Boulevard to Fleet Wing Avenue), Street Lights

This project consists of street lights in Kettle Ridge Drive between Lake Mead Boulevard to Fleet Wing Avenue.

This project has an estimated total construction cost of $351,342, with a special improvement district eligible 15% soft cost of $52,701. The District eligible cost is 100% of the total cost, which is $404,043 and includes all soft costs.

Project 14A: Kettle Bend Drive and Kestrel Creek Avenue (Sunset Run Drive to Desert Foothills Drive), Rough Grade and Road Improvements

This project consists of rough grading and road improvements along Kettle Bend Drive from Sunset Run Drive to Kestrel Creek and along Kestrel Creek from Kettle Bend Drive to Desert Foothills Drive. Included with this rough grading and road improvement project is 24" ductile iron water main, including gate valves and appurtenances and 8' x 8' RCB from Carriage Hill / Sky Vista to Kindle Rise. This is an 83.5-foot-wide arterial roadway with 20-foot-wide landscape area on the east side, and 24-foot-wide landscape area on the west side.

This project has an estimated total construction cost of $7,898,961, with a special improvement district eligible 15% soft cost of $1,184,844. The District eligible cost is 100% of the total cost, which is $9,083,805 and includes all soft costs.

Project 14B: Kettle Bend Drive and Kestrel Creek Avenue (Sunset Run Drive to Desert Foothills Drive), Street Lights

This project consists of street lights in Kettle Bend Drive between Sunset Run Drive to Kestrel Creek Avenue and in Kestrel Creek from Kettle Bend Drive to Desert Foothills Drive.

This project has an estimated total construction cost of $1,429,481, with a special improvement district eligible 15% soft cost of $214,422. The District eligible cost is 100% of the total cost, which is $1,643,903 and includes all soft costs.

Project 17A: Kindle Rise Way (Kettle Bend Drive to Desert Foothills Drive), Rough Grade and Road Improvements

This project consists of rough grading and road improvements to Kindle Rise Way from Kettle Bend Drive to Desert Foothills Drive. Included with this rough grading and road improvement project is 8' x 8' RCB and 6' x 7' RCB , with manholes and transition structures. This is a 41-foot-wide arterial roadway with 20-foot-wide landscape area on the north side, and 20-foot wide landscape area on the south side.

This project has an estimated total construction cost of $1,129,548 with a special improvement district eligible 15% soft cost of $169,432. The District eligible cost is 100% of the total cost, which is $1,298,980 and includes all soft costs.

Project 17B: Kindle Rise Way – Kettle Bend Drive to Desert Foothills Drive, Street Lights

This project consists of streetlights in Kindle Rise Way between Kettle Bend Drive to Desert Foothills Drive.

This project has an estimated total construction cost of $119,792, with a special improvement district eligible 15% soft cost of $ 17,969. The District eligible cost is 100% of the total cost, which is $137,761 and includes all soft costs.

Project 19A: Flight Range Avenue (Kettle Bend Drive to Desert Foothills Drive), Rough Grade and Road Improvements

This project consists of rough grading and road improvements to Fleet Wing Avenue from Kettle Bend Drive to Desert Foothills Drive. This is a 41-foot-wide arterial roadway with 20-footwide landscape area on the north side, and 20-foot wide landscape area on the south side.

This project has an estimated total construction cost of $824,704, with a special improvement district eligible 15% soft cost of $123,706. The District eligible cost is 100% of the total cost, which is $948,410 and includes all soft costs.

Project 19B: Flight Range Avenue (Kettle Bend Drive to Desert Foothills Drive), Street Lights

This project consists of street lights in Fleet Wing Avenue between Kettle Bend Drive to Desert Foothills Drive.

This project has an estimated total construction cost of $114,411, with an SID eligible 15% soft cost of $17,162. The District eligible cost is 100% of the total cost, which is $131,573 and includes all soft costs.

Project 20A: Flight Range Avenue (Desert Foothills Drive to Kettle Ridge Drive), Rough Grade and Road Improvements

This project consists of rough grading and road improvements to Flight Range Avenue from Desert Foothills Drive to Kettle Ridge Drive. This is a 41-foot-wide arterial roadway with 20-foot wide landscape area on the north side, and 20-foot wide landscape area on the south side.

This project has an estimated total construction cost of $1,078,735, with a special improvement district eligible 15% soft cost of $161,810. The District eligible cost is 100% of the total cost, which is $1,240,545 and includes all soft costs.

Project 20B: Flight Range Avenue (Desert Foothills Drive to Kettle Ridge Drive), Street Lights

This project consists of street lights in Flight Range Avenue between Desert Foothills Drive to Kettle Ridge Drive.

This project has an estimated total construction cost of $210,184, with a special improvement district eligible 15% soft cost of $31,528. The District eligible cost is 100% of the total cost, which is $241,712 and includes all soft costs.

Project 22A: Flight Edge Way (Kettle Bend Road to Desert Foothills Drive), Rough Grade and Road Improvements

This project consists of rough grading and road improvements to Flight Edge Way from Kettle Bend Road to Desert Foothills Drive. This is a 41-foot-wide arterial roadway with 20-foot wide landscape area on the north side, and 20-foot wide landscape area on the south side.

This project has an estimated total construction cost of $893,549, with a special improvement district eligible 15% soft cost of $134,032. The District eligible cost is 100% of the total cost, which is $1,027,581 and includes all soft costs.

Project 22B: Flight Edge Way (Kettle Bend Road to Desert Foothills), Street Lights

This project consists of street lights in Flight Edge Way between Kettle Bend Road to Desert Foothills Drive.

This project has an estimated total construction cost of $101,294, with a special improvement district eligible 15% soft cost of $15,194. The District eligible cost is 100% of the total cost, which is $116,488 and includes all soft costs.

Project 23A: Flight Edge Way (Desert Foothills Drive to Kettle Ridge Drive), Rough Grade and Road Improvements

This project consists of rough grading and road improvements to Flight Edge Way from Desert Foothills Drive to Kettle Ridge Drive. This is a 41-foot-wide arterial roadway with 20-foot wide landscape area on the north side, and 20-foot wide landscape area on the south side.

This project has an estimated total construction cost of $501,881, with a special improvement district eligible 15% soft cost of $75,282. The District eligible cost is 100% of the total cost, which is $577,163 and includes all soft costs.

Project 23B: Flight Edge Way (Desert Foothills Drive to Kettle Ridge Drive), Street Lights

This project consists of street lights in Flight Edge Way between Desert Foothills Drive to Kettle Ridge Drive.

This project has an estimated total construction cost of $211,270 with a special improvement district eligible 15% soft cost of $31,691. The District eligible cost is 100% of the total cost, which is $242,961 and includes all soft costs.

Project 26A: Sunset Run (Kettle Ridge to Scurry Bend Drive), Rough Grade and Road Improvements

This project consists of rough grading and road improvements to Sunset Run Drive from Kettle Ridge Avenue to Scurry Bend Avenue. This is an 83-foot-wide arterial roadway with 20-foot wide landscape area on the east side, and 24-foot wide landscape area on the west side.

This project has an estimated total construction cost of $1,813,844 with a special improvement district eligible 15% soft cost of $272,076. The District eligible cost is 50% with the remaining 50% included in another special improvement district. The District eligible cost is 50% of the total cost, which is $1,042,960 and includes all soft costs.

Project 26B: Sunset Run Drive (Kettle Ridge to Scurry Bend Drive), Street Lights

This project consists of street lights in Sunset Run Drive between Kettle Ridge Drive to Scurry Bend.

This project has an estimated total construction cost of $936,610 with a special improvement district eligible 15% soft cost of $144,541. The District eligible cost is 50% with the remaining 50% included in another special improvement district. The District eligible cost is 50% of the total cost, which is $554,076 and includes all soft costs.

Project 27A: Summerlin Parkway (Sky Vista to Sunset Run), Rough Grade and Road Improvements

This project consists of rough grading and road improvements for the extension of one-way roads from I-215 to Kettle Ridge Drive, including the 4-lane one-way segment of Sunset Run (I-215 to Kettle Ridge); the four-lane one-way segment of Sky Vista (Kettle Ridge to I-215); the extension of Desert Foothills (Sky Vista to Sunset Run); and Kettle Ridge (Sunset Run to Sky Vista). These improvements include the installation of 8'x8', 8'x6',7'x6' & 6'x5' Reinforced Concrete Box (RCB) drainage culvert.

This project has a total estimated cost of $13,046,111 for construction, with a total special improvement district eligible cost of $14,023,400. A portion of the cost of the project has been allocated to Village 21, with approximately $3,324,862 of bond proceeds estimated to be available from the City's Special Improvement District No. 814 and the remaining cost of $10,698,538 eligible for reimbursement from the District.

Project 27B: Summerlin Parkway (Sky Vista to Sunset Run), Street Lights

This project consists of street lights and traffic infrastructure in the extension of one-way roads from I-215 to Kettle Ridge Drive, including the 4-lane one-way segment of Sunset Run (I-215 to

Kettle Ridge); the four-lane one-way segment of Sky Vista (Kettle Ridge to I-215); the extension of Desert Foothills (Sky Vista to Sunset Run); and Kettle Ridge (Sunset Run to Sky Vista). This project has a total estimated cost of $3,803,852 for construction, with a total special improvement district eligible cost of $4,374,429. $1,345,587 of the cost has been allocated to Village 21 with the remaining cost of $3,028,842 allocated to the District.

The boundaries of the District, including the parcels to be assessed, are legally described as follows:

SID DESCRIPTION

PARCEL I:

ALL OF THAT LAND LYING WITHIN THE EXTERIOR BOUNDARIES OF 'SUMMERLIN WEST VILLAGE 22 – UNIT 1 FINAL MAP', AS SHOWN BY MAP THEREOF ON FILE IN BOOK 161 OF PLATS, PAGE 68, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE EXTERIOR BOUNDARIES OF 'SUMMERLIN WEST VILLAGE 22 – UNIT 2 FINAL MAP', AS SHOWN BY MAP THEREOF ON FILE IN BOOK 163 OF PLATS, PAGE 43, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

ALL OF THAT LAND LYING WITHIN THE EXTERIOR BOUNDARIES OF 'SUMMERLIN WEST VILLAGE 22 – UNIT 2 FINAL MAP', AS SHOWN BY MAP THEREOF ON FILE IN BOOK 163 OF PLATS, PAGE 43, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Section 4. The District shall constitute one construction unit with the projects and subprojects described in Section 3. All of the costs of the Project will be defrayed by assessments. The assessments, levied in the principal amount not to exceed $45,425,000 plus interest thereon, shall be payable in semiannual installments at the office of the City Treasurer on the dates and in the amounts set forth in the assessment ordinance related to the District hereafter adopted by the Council.

Section 5. All actions, proceedings and matters previously taken, had and done by the Council and the officers of the City (not inconsistent with the provisions of this Ordinance), concerning the District and the Project, including but not limited to the performing of all prerequisites to the creation of the District, the entering into of the Financing Agreement, the acquisition and improvement of the Project, the determination of the specially benefited

property therein, and the levy of assessments for that purpose be, and the same hereby are, ratified, approved and confirmed.

Section 6. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings and other items necessary or desirable for the completion of the levying of the assessments for the District and the issuance of the bonds for the Project.

Section 7. Immediately upon the final adoption of this Ordinance, the Council shall, and hereby directs the City Clerk to, file in the office of the County Recorder of Clark County, Nevada, a certified copy of the list of the tracts to be assessed, as shown on the final assessment plat and map. Notwithstanding the foregoing, neither the failure to record such list nor any defect or omission in such list regarding any tract to be included in the District shall affect the validity of any assessment, the lien for the payment thereof or the priority of that lien.

Section 8. If bonds are issued for the Project, the Engineer is hereby authorized to approve all requests by the Developer for payment by the City for the acquisition of each subproject described in the Financing Agreement, subject to and in accordance with the applicable provisions of the Financing Agreement. Upon such approval, the City Treasurer is hereby authorized to make such payments to the Developer, without the necessity of any further authorization or approval by the Council.

Section 9. All ordinances, resolutions, bylaws and orders, or parts thereof, in conflict with the provisions of this Ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part thereof, previously repealed.

Section 10. When first proposed, this Ordinance must be read to the Council by title, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination and distribution. Notice of the deposit must be published once in a newspaper published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

BILL NO. 2021-29

ORDINANCE NO. _____

AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22); ORDERING A STREET PROJECT, STORM SEWER PROJECT, SANITARY SEWER PROJECT, DRAINAGE PROJECT, AND WATER PROJECT, WITHIN THE CITY OF LAS VEGAS, NEVADA; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 495. S. Main Street, Las Vegas, Nevada, and that such Ordinance was proposed July 7, 2021, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas to be held on July 21, 2021.

/s/ LUANN D. HOLMES, MMC,
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

Section 11. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having a general circulation in the City, such publication to be in substantially the following form:

(Form of Publication of Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22); ORDERING A STREET PROJECT, STORM SEWER PROJECT, SANITARY SEWER PROJECT, DRAINAGE PROJECT, AND WATER PROJECT, WITHIN THE CITY OF LAS VEGAS, NEVADA; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that such Ordinance was proposed on July 7, 2021, and was passed at the meeting held on July 21, 2021, by the following vote of the City Council:

Those Voting Aye: _____
Those Voting Nay: _____
Those Absent: _____

This Ordinance shall be in full force and effect from and after July 25, 2021, i.e., the day after the publication of such Ordinance by its title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

DATED this July 21, 2021.

/s/ CAROLYN G. GOODMAN
Mayor

Attest:

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form of Publication of Adoption of Ordinance)

Section 12. If any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

_____
CAROLYN G. GOODMAN, Mayor

(SEAL)

Attest:

_____
LUANN D. HOLMES, MMC,
City Clerk

Approved as to Form:

_____
JAMES B. LEWIS, Deputy City Attorney

This Ordinance shall be in full force and effect from and after July 25, 2021, i.e., the date after the publication of such ordinance by its title.

STATE OF NEVADA)
)
COUNTY OF CLARK :ss.
)
CITY OF LAS VEGAS)

I am the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the Council on July 7, 2021 and finally adopted and approved on July 21, 2021.

2. The following members of the Council were present at the July 7, 2021 Council meeting:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Michele Fiore
	Cedric Crear
	Brian Knudsen
	Victoria Seaman
	Olivia Diaz
Those Absent:	_____

3. The foregoing Ordinance was first proposed and read by title to the City Council on July 7, 2021, and referred to a committee composed of _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on July 21, 2021, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the July 21, 2021 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Michele Fiore
	Cedric Crear
	Brian Knudsen
	Victoria Seaman
	Olivia Diaz
Those Voting Nay:	_____
Those Absent:	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself as the City Clerk, and sealed with the seal of the City, and has been recorded in the journal of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the Council were given due and proper notice of the meetings on July 7, 2021 and July 21, 2021. Pursuant to Nevada Revised Statutes ("NRS") 241.020, written notice of the meetings was given not later than 9:00 a.m. on the third working days before the meetings including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meetings on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) The City of Las Vegas website

and

(b) Prior to 9:00 a.m. at least 3 working days before such meetings, such notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

6. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

7. A copy of such notice so given of the meeting of the Council on July 7, 2021 is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the Council on July 21, 2021 is attached to this certificate as Exhibit B.

8. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

IN WITNESS WHEREOF, I have hereunto set my hand on this July 21, 2021.

_____

LUANN D. HOLMES, MMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of July 7, 2021 Meeting)

EXHIBIT B

(Attach Copy of Notice of July 21, 2021 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Deposit of the Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

AGENDA SUMMARY PAGE
City Council
Meeting of: July 7, 2021

Agenda Item No.:
46

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
NEW BILLS:

Bill No. 2021-30 - Ordinance concerning City of Las Vegas Special Improvement District No. 816 (Summerlin Village 22); assessing the cost of local improvements against the assessable property benefited by the local improvements; and providing other matters related thereto. Proposed by: Mike Janssen, Director of Public Works

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Howard Hughes Company, LLC (the Developer) has requested that the City of Las Vegas (City) form a special improvement district within the City pursuant to the provisions of Nevada Revised Statutes Chapter 271 to levy special assessments, and to issue one or more series of bonds to provide for the construction, acquisition, or furnishing of certain public improvements within Special Improvement District No. 816 (Summerlin Village 22). This ordinance concerns levying and assessing the cost of local improvements against the assessable property benefited by the improvements. Local improvements, including street projects, storm sewer projects, sanitary sewer projects, drainage projects and water projects, shall be paid by special assessments according to the benefits levied against the benefited parcels of land within the district pursuant to NRS Chapter 271.

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. 2021-30

Summary – An ordinance levying assessments in the City of Las Vegas, Nevada, Special Improvement District No. 816 (Summerlin Village 22), ratifying action taken by City officers toward the creation of such District, and providing other matters related thereto.

BILL NO. 2021-30

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22); ASSESSING THE COST OF LOCAL IMPROVEMENTS AGAINST THE ASSESSABLE PROPERTY BENEFITED BY THE LOCAL IMPROVEMENTS; AND PROVIDING OTHER MATTERS RELATED THERETO.

WHEREAS, the City Council (the "Council") of the City of Las Vegas, Nevada (the "City"), has previously, pursuant to the requisite preliminary proceedings, created the City of Las Vegas, Nevada, Special Improvement District No. 816 (Summerlin Village 22) (the "District") for the purpose of acquiring and improving a street project, storm sewer project, sanitary sewer project, water project and drainage project (the "Project"), and has provided that the entire cost and expense of the Project shall be paid by special assessments, according to benefits received by the benefited lots, tracts and parcels of land in the District; and

WHEREAS, pursuant to Chapter 271 of the Nevada Revised Statutes ("NRS") and all laws amendatory thereof and supplemental thereto (the "Act"), there has previously been presented to the Council a written petition from The Howard Hughes Company, LLC, a Nevada limited liability company (the "Developer"), requesting the City to initiate the formation of the District and the acquisition and improvement of the Project and to issue bonds and levy assessments and requesting the City to proceed with certain actions required by the Act; and

WHEREAS, the City and the Developer have entered into a Development and Financing Agreement dated as of July 7, 2021 (the "Financing Agreement"), for the acquisition and improvement of the Project that contains the terms and conditions required by NRS 271.710 and 271.720; and

WHEREAS, the City has further entered into an Agreement with each of William Lyon Homes, Inc., dba Taylor Morrison, a California corporation, and Woodside Homes of Nevada, LLC, a Nevada limited liability company (collectively, the "Land Owners"), each dated

as of July 7, 2021 (collectively, the "Landowner Agreements"), which contain the terms and conditions required by NRS 271.710 and 271.720; and

WHEREAS, the Developer and the Land Owners are collectively the owners of 100% of the assessable property comprising the District; and

WHEREAS, the District has been created by an ordinance designated as the "District No. 816 Creation Ordinance" previously approved by the Council under the provisions of the Act; and

WHEREAS, the Council has determined that the entire cost and expense to the City of the acquisition and improvement of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, such cost and expense of the Project includes the costs and expenses of the City to be incurred in connection with the issuance of the bonds by the City (including any refunding thereof, the "Bonds") to finance the cost of the acquisition and improvement of the Project and the amount of reserve and other funds for the Bonds; and

WHEREAS, the Council has determined and does hereby declare that the net cost to the City of the Project is $45,425,000 of which $-0- is available from other sources and $45,525,000 is to be assessed upon the benefited lots, tracts and parcels of land in the District; and

WHEREAS, after determination of the cost and expense of the acquisition and improvement of the Project to be paid by the property specially benefited, the Council, together with the Engineer (defined herein), made out an assessment roll for the District containing, among other things, the name and address of the last-known owner of the property to be assessed, a description of each lot, tract and parcel of land to be assessed, and the amount of the assessment thereon and has filed the assessment roll with the City Clerk; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor the total cost and expense of the acquisition and improvement of the Project payable from assessments as previously determined and do not exceed the reasonable market value of the lots, tracts and parcels of land to be assessed; and

WHEREAS, it is incumbent upon the Council to provide when said assessments shall become due and the penalties payable after any delinquency; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA, DOES ORDAIN:

Section 1. This ordinance shall be known as and may be cited by the short title "District No. 816 Assessment Ordinance" (this "Ordinance").

Section 2. Unless the context otherwise requires, capitalized terms used herein shall have the following meanings:

"**Act**" means the Consolidated Local Improvements Law, being Chapter 271 of the Nevada Revised Statutes, as amended from time to time.

"**Administration Fund**" means the fund of that name established under the Indenture.

"**Administrative Allocation**" means, for any Assessment Year, the remainder of (a) the aggregate amount of Assessment Installments payable in such Assessment Year in accordance with this Ordinance (without taking into account any reduction in such Assessment Installments required to be made pursuant to Section 5C hereof), less (b) Annual Debt Service for the Bond Year commencing in such Assessment Year.

"**Administrative Budget Amount**" means, for any Administrative Year, the amount that the City reasonably anticipates, as of the May 15 immediately preceding the commencement of such Administrative Year, will be required to be available in the Administration Fund to pay Administrative Costs during the course of such Administrative Year or any subsequent Administrative Year; provided, however, the Administrative Budget Amount may not exceed the Administrative Allocation for such Administrative Year.

"**Administrative Costs**" means the actual and reasonable costs of administering the levy, collection and enforcement of the Assessments and all other actual and reasonable administrative costs and incidental expenses related to the Assessments or the Bonds, including, but not limited to, Trustee's fees and expenses, engineer's fees and expenses, outside legal costs, the costs and expenses of City staff and fees incurred in connection with the calculation of arbitrage rebate due to the federal government, the costs of existing or projected delinquencies in Assessment payments in current or future Administrative Years in amounts determined by the City in its sole discretion, which amounts may be used to pay Annual Debt Service in the City's sole discretion, the costs of complying with federal securities laws, and the costs of any modification to the District.

"**Administrative Year**" means the twelve-month period beginning on June 2 in each year and extending to the next succeeding June 1, both dates inclusive. The first Administrative Year shall begin on June 2, 2022 and end on June 1, 2023.

"Annual Debt Service" means, with respect to any Outstanding Bonds, for each Bond Year, the sum of (a) the interest due on such Bonds in such Bond Year, assuming that such Bonds are retired as scheduled (including by reason of mandatory sinking fund redemptions), and (b) the principal amount of the such Bonds due in such Bond Year (including any mandatory sinking fund redemptions due in such Bond Year).

"**Appraised Value**" means the market value of all or any portion of the Property (assuming the completion of any portion of the Project to be acquired with the proceeds of Bonds that have been issued) as set forth in a Qualified Appraisal Report prepared by a Qualified Appraiser.

"**Assessment**" or "**Assessments**" means, with respect to the Property, or a portion thereof, the aggregate special assessments levied by the City thereon pursuant to and in accordance with the terms of this Ordinance and, with respect to an individual parcel of the Property, means the special assessment levied by the City thereon pursuant to and in accordance with the terms of this Ordinance.

"**Assessment Installments**" means the installments of principal and interest payable with respect to the Assessments.

"**Assessment Revenue Fund**" means the fund of that name established under the Indenture.

"**Assessment Roll**" means the Assessment Roll prepared by the Engineer in connection with the levy of the Assessments.

"**Assessment Year**" means the twelve-month period beginning on April 2 in each year and extending to the next succeeding April 1, both dates inclusive, except that the first Assessment Year shall begin on April 2, 2022 and end on April 1, 2023.

"**Bond Year**" means each twelve-month period beginning on June 2 in each year and extending to the next succeeding June 1, both dates inclusive, except that the first Bond Year shall begin on June 2, 2022 and end on June 1, 2023.

"**Chief Financial Officer**" means the Chief Financial Officer of the City.

"**City Treasurer**" means the Treasurer of the City, who is the officer of the City upon whom is delegated by law general responsibility for the maintenance of the moneys and other funds of the City.

"**Creation Ordinance**" means the ordinance of the City Council creating the District.

"**Construction Fund**" means the fund of that name established under the Indenture.

"**Credit Amount**" means, for any Assessment Year, an amount equal to the remainder of (a) the sum of (i) the amount on deposit in the Assessment Revenue Fund on June 3 of such Assessment Year plus (ii) an amount equal to the Administrative Allocation for such Assessment Year, less (b) an amount equal to the Administrative Budget Amount for the Administrative Year commencing in such Assessment Year.

"**District**" means the "City of Las Vegas, Nevada Special Improvement District No. 816 (Summerlin Village 22)" created by the City pursuant to the Creation Ordinance.

"**Engineer**" means the City Engineer.

"**Engineer's Report**" means the engineer's report for the District prepared by the Engineer, as originally approved or as the same may be amended from time to time in accordance with the Act.

"**Indenture**" means the Trust Indenture relating to the Bonds by and between the City and the Trustee, as originally executed or as it may from time to time be amended or supplemented by any Supplemental Indenture.

"**Initial Appraisal Report**" means the Qualified Appraisal Report prepared by BTI in connection with the creation of the District.

"**Initial Credit Amount**" means $227,125.

"**Initial Semiannual Credit Amount**" means an amount equal to 50% of the Initial Credit Amount.

"**NRS**" means the Nevada Revised Statutes, as amended from time to time.

"**Ordinance**" means this Ordinance.

"**Parity Assessment**" means a special assessment levied pursuant to the Act or any similar law, the lien of which is on a parity with the lien of the Assessments.

"**Payment Dates**" means April 1 and October 1, commencing October 1, 2021.

"**Project**" means the local improvements to be acquired, constructed and improved by the City with a portion of the proceeds of the Bonds, which local improvements are described in the Engineer's Report and the Creation Ordinance.

"**Property**" means the real property located within the District, as described in the Creation Ordinance.

"**Qualified Appraisal Report**" means a real estate appraisal report which (a) has been prepared by a Qualified Appraiser, (b) uses a date of value, or was updated by a letter dated, no more than six months prior to the date of submittal to the Trustee, (c) states that it is prepared in accordance with the applicable standards of the Appraisal Institute for such reports, (d) is written in conformance with Uniform Standards of Professional Appraisal Practice (USPAP), and (e) employs a methodology and provides limiting conditions that are consistent with the Initial Appraisal Report.

"**Qualified Appraiser**" means BTI Appraisal, or any other real estate appraiser selected by the City that has a MAl designation from the Appraisal Institute and that is a Certified General Appraiser licensed in the State.

"**Qualified Engineer**" means a qualified engineer, or firm of engineers, of recognized standing in the field of assessment engineering.

"**Reserve Fund**" has the meaning ascribed thereto in the Indenture.

"**Semiannual Credit Amount**" means, for any Assessment Year, 50-percent of the Credit Amount for such Assessment Year.

"**State**" means the State of Nevada.

"**Supplemental Indenture**" means any indenture amendatory of or supplemental to the Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized under the Indenture.

"**Trustee**" means The Bank of New York Mellon Trust Company, N.A., as trustee under the Indenture, and any successor thereto permitted under the Indenture.

"**Value to Lien Ratio**" means a fraction, (a) the numerator of which is the sum of (i) the taxable value of the Property, or the portion thereof with respect to which the Value to Lien Ratio is being determined, for which a Qualified Appraisal Report has not been provided, as such value is shown on the most recently equalized property tax roll, plus (ii) the Appraised Value of the Property, or the portion thereof with respect to which the Value to Lien Ratio is

being determined, for which a Qualified Appraisal Report has been provided, as such Appraised Value is shown in such Qualified Appraisal Report, and (b) the denominator of which is the sum of the principal amount of existing Assessments levied on the Property or such portion thereof, plus the principal amount of existing Parity Assessments levied on the Property or such portion thereof, plus the principal amount of any Parity Assessments proposed to be levied on the Property or such portion thereof, which proposed Parity Assessments are anticipated to be levied on or before the date of, or in connection with, the event requiring a determination of Value to Lien Ratio; the Value to Lien Ratio shall be expressed, after reducing said fraction, as a number equal to the numerator of said fraction "to" a number equal to the denominator of said fraction.

Section 3. All actions, proceedings and matters previously taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the acquisition and improvement of the Project, the levy of Assessments for those purposes, and the validation and confirmation of the Assessment Roll and the Assessments therein, are ratified, approved and confirmed.

Section 4. For the purpose of paying the cost and expense of acquisition and improvement of the Project by the City, there are hereby levied and assessed against the lots, tracts and parcels of land in the District specially benefited by the Project and described in the Assessment Roll, the amounts and assessments shown in the Assessment Roll (as so filed and confirmed). The Council hereby finds and determines that such Assessments do not exceed the benefits to the property assessed nor the total cost and expense of the acquisition and improvement of the Project payable from assessments as previously determined and do not exceed the reasonable market value of the lots, tracts and parcels of land to be assessed.

Section 5.

A. The Developer, pursuant to the Financing Agreement, and the Land Owners, pursuant to the Landowner Agreements, have elected to pay the Assessments in installments, with interest as hereinafter provided, and the Council hereby authorizes such manner of payment. The unpaid Assessments shall be payable on April 1 and October 1 of each year, commencing on October 1, 2021, in sixty (60) semi-annual substantially equal installments of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the effective date of this Ordinance at a rate or rates, which shall not exceed by more than one percent (1%) the highest rate of interest on the Bonds issued for the

District. Between the effective date of this Ordinance and the date the Bonds are issued, the unpaid Assessments shall bear interest at 0%. After the Bonds are issued, the Council hereby delegates to the City's Chief Financial Officer pursuant to NRS 271.415 the ability to fix the rate or rates of interest on the unpaid Assessments in accordance with the parameters described in this Section. The effective interest rate on the Bonds will not exceed the statutory maximum rate, i.e., will not exceed by more than 3% the "Index of Twenty Bonds," which shall have been most recently published before the time bids for the Bonds are received, or at the time a negotiated offer for the sale of such Bonds is accepted.

B. The City Treasurer shall, on approximately March 1 and September 1 of each calendar year, commencing September 1, 2021, mail, by United States mail, postage prepaid as first-class mail, an assessment bill to each owner of a parcel of the Property with respect to which Assessment Installments are payable on the following April 1 or October 1, respectively. The names and addresses of such property owners shall be obtained from the records of the Clark County Assessor or from such other source or sources as the City Treasurer deems reliable. The assessment bill shall specify the amount of the Assessment Installment payable by such owner on the following April 1 or October 1, as applicable, and shall state that each such day is the last day for payment of such amount. Each assessment bill shall specify what portion of the amount payable constitutes interest and what portion constitutes principal.

C. Pursuant to the Indenture, the Trustee is required to notify the City Treasurer, no later than June 10 of each year, commencing June 10, 2022, of the amount on deposit in the Assessment Revenue Fund as of June 3 of such year. On or before June 15 of each year, commencing June 15, 2022, the City Treasurer shall calculate, or cause to be calculated, the Credit Amount for the then current Assessment Year. An amount equal to the Semiannual Credit Amount for such Assessment Year shall be credited against the aggregate Assessment Installments payable on each Payment Date in such Assessment Year. The amount of the Assessment Installment payable with respect to each parcel of the Property on each such Payment Date shall be reduced by a proportionate share of the Semiannual Credit Amount, such share to be in the same proportion to the whole of the Semiannual Credit Amount as the unpaid and non-delinquent principal of the Assessment levied on such parcel is to the whole of the unpaid and non-delinquent principal of the Assessment levied on the Property. Notwithstanding

the foregoing, an amount equal to the Initial Semiannual Credit Amount shall be credited against the aggregate Assessment Installments payable on October 1, 2021 and April 1, 2022.

The assessment bills shall reflect such reduction in the amount of the Assessment Installment payable on each Payment Date. Any Assessment Installment, the amount payable with respect to which on any Payment Date is reduced pursuant to this Section, shall for all purposes be deemed to have been paid on such Payment Date in an amount equal to such reduction.

D. The owner of any Property assessed and not in default as to any Assessment Installment or payment may, at any time (at the option of such owner), pay the whole or any portion of the unpaid principal with interest accruing thereon to the next Payment Date, together with a prepayment premium equal to three percent (3%) of the principal amount so prepaid. If the Bonds (or any bonds issued to refund the Bonds) may then be redeemed without the payment of any premium, the City, in its sole discretion, may waive the requirement of payment of the prepayment premium. No waiver for a particular prepayment premium shall be deemed to be a waiver for any other prepayment premium. The owner of any assessed property may, at any time, request the City to provide information as to the total amount which will be due in connection with a proposed prepayment of an Assessment by such owner and the City will promptly (but in any event within five (5) business days) provide such information to the owner. After any partial prepayment of an assessment or refunding of the Bonds pursuant to NRS 271.488, the City Treasurer shall reamortize the Assessment Installments due on the parcel on which the partial prepayment was made or, in the case of a refunding, on all parcels, so that the remaining Assessment Installments are semiannual substantially level installments of principal and interest with a final due date of April 1, 2051.

E. The Assessment against a portion of Property shall be reduced by the amount of any credits available for such Assessment that are applied as a result of the voluntary prepayment thereof in whole or part as provided in the Indenture. This section does not prevent the City from amending this Ordinance, the Financing Agreement, the Landowner Agreements or any other documents executed in connection with the Bonds to provide for other uses of the interest earned on Bond proceeds, any excess Bond proceeds or the reserve fund established for the Bonds (the "Reserve Fund") in connection with a refunding of the Bonds; and the owners of the property assessed in the District have no entitlement to payment of any

amounts representing interest earned on Bond proceeds, any excess Bond proceeds or the Reserve Fund in the event of such an amendment.

F. The City Treasurer shall, within eight (8) City business days after the end of each calendar month in which Assessment Installments are received, transfer such Assessment Installments to the Trustee for deposit in the Assessment Revenue Fund; provided, however, that any Assessment Installments received during the period from May 1 to May 15 shall be transferred by the City Treasurer to the Trustee no later than May 31 and any Assessment Installments received during the period from November 1 to November 15 shall be transferred by the City Treasurer to the Trustee no later than November 30.

Section 6. The amounts assessed as provided in this Ordinance shall be a lien upon the lots, tracts and parcels of land assessed from the effective date of this Ordinance until paid. Pursuant to NRS Section 271.420, such lien shall be co-equal with the latest lien upon the lots, tracts and parcels to secure the payment of general taxes, shall not be subject to extinguishment by the sale of any property on account of the nonpayment of general taxes, and shall be prior and superior to all liens, claims, encumbrances and titles other than the lien of assessments and general taxes. The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. If any parcel of Property is divided after the effective date of this Ordinance and before the collection of all of the Assessment Installments, the Council may require the City Treasurer to apportion the uncollected amounts upon the several parts of land so divided.

A. Apportionments of Assessments shall be made in accordance with the method specified in the Engineer's Report.

B. In accordance with NRS 271.425, the City Treasurer shall prepare, or cause a Qualified Engineer to prepare, a report of such apportionment which, when approved by the City Council, shall be recorded in the office of the Clark County Recorder, together with a statement that the current payment status of any of the Assessments may be obtained from the City Treasurer. Neither the failure to record the report nor any defect in the report as recorded

shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

C. The report of such an apportionment, when approved, shall be conclusive on all the parties, and all Assessments thereafter made upon the tracts shall thereafter be according to the subdivision.

Section 8. The City may also reapportion assessments on tracts (whether currently within the District or latter added to the District) with the consent of property owners whose assessment will be increased thereby pursuant to NRS 271.425(3) or NRS 271.710(2), subject to the following restrictions:

A. The City Council shall not make a finding that a proposed combination or reapportionment of Assessments pursuant to subsection 2 or subsection 3 of NRS 271.425 will not materially or adversely impair the obligation of the City with respect to Outstanding Bonds unless the City Council first obtains a written report of a Qualified Engineer certifying that, based on a Qualified Appraisal Report, the Value to Lien Ratio (including in the calculation thereof any increase in the Assessment on any parcel as a result of such combination or reapportionment) for each parcel of the Property, if any, on which Assessments are combined and each parcel of the Property, if any, on which Assessments are increased as a result of such reapportionment is at least three (3) to one (1). The City Council shall be entitled to rely on such written report of a Qualified Engineer in making such finding, and such written report of a Qualified Engineer shall be conclusive evidence that such proposed combination or reapportionment of Assessments pursuant to subsection 2 or subsection 3 of NRS 271.425 will not materially or adversely impair the obligation of the City with respect to Outstanding Bonds. The City Council shall not make the finding described in subsection 4(b) of NRS 271.425 unless the City Council first obtains a written report of a Qualified Engineer stating that the proposed combination or reapportionment of Assessments pursuant to subsection 2 or subsection 3 of NRS 271.425 will not increase the principal balance of any Assessment to an amount such that the aggregate amount which is assessed against a tract exceeds the minimum benefit to the tract that is estimated to result from the project which is financed by the Assessment. The City Council shall be entitled to rely on such written report of a Qualified Engineer in making such finding, and such written report of a Qualified Engineer shall be conclusive evidence that such proposed combination or reapportionment of Assessments pursuant to subsection 2 or subsection 3 of NRS

271.425 will not increase the principal balance of any Assessment to an amount such that the aggregate amount which is assessed against a tract exceeds the minimum benefit to the tract that is estimated to result from the project which is financed by the Assessment. Notwithstanding the foregoing, no combination or reapportionment of Assessments pursuant to subsection 2 or subsection 3 of NRS 271.425 shall be made unless, as of the effective date of such combination or reapportionment, there are no delinquencies in the payment of Assessment Installments on any parcel of property on which Assessments will be increased as a result of such combination or reapportionment.

Section 9. In case any such lot, tract or parcel of land so assessed is delinquent in the payment of such assessment or any installment of principal or interest, the City Treasurer promptly (but in no event later than 60 days after the installment due date) shall mark the Assessment Installment delinquent on the Assessment Roll for the District and shall notify the owner of such delinquent property, if known, in writing of such delinquency, by first class mail, postage prepaid, addressed to the addressee's last-known address.

A. Said Assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to 271.630, and the Assessment Roll and certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings.

B. Except as herein provided, failure to pay any Assessment Installment, whether of principal or interest, when due shall cause the whole amount of the unpaid principal of such Assessment to become due and payable immediately, at the option of the City, the exercise of said option shall be indicated by the commencement of foreclosure or sale proceedings by the City. The whole amount of the unpaid principal and the interest that has accrued thereon shall, commencing fifteen (15) days after the date on which the delinquent Assessment Installment became due, whether or not the option to accelerate the due date for the payment of the unpaid principal is exercised, bear a penalty at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the Assessment and accrued interest, until the day of the foreclosure sale or until paid; provided that, at any time prior to the day of such sale, the owner of any such lot or parcel may pay the aggregate amount of all of the delinquent Assessment

Installments originally becoming due on or before the date of said payment, with accrued interest thereon and all penalties and costs of collection accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if a default had not been suffered.

C. If any such collection is not promptly enforced by the City, the registered owner of any Bond may file and prosecute a foreclosure action in the name of the City. The registered owner of any Bond may also proceed against the City to protect and enforce the rights of the registered owners of the Bonds under this Ordinance and the Act by suit, action or special proceedings in equity or at law, either for the appointment of a receiver or for the specific performance of any provision contained herein or in the Act or in an award of execution of any power herein granted for the enforcement of any proper legal or equitable remedy as such registered owner of a Bond may deem most effectual to protect and enforce the rights aforesaid. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of the Bonds then outstanding. The failure of the registered owners of the Bonds so to foreclose upon the property which is the subject of such delinquent assessments or so to proceed against the City, or both, shall not relieve the City or any of its officers, agents or employees of any duty so to take the actions hereinabove set forth.

Section 10. The City shall not levy Parity Assessments against the Property, or any portion thereof, unless the Value to Lien Ratio of each parcel of the Property, or the portion thereof against which such Parity Assessment is proposed to be levied, will be, immediately after such levy, no less than three (3) to one (1).

Section 11. The City Clerk is hereby directed to deliver to the County Assessor, the County Recorder and the City Treasurer, a copy of the final Assessment Roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner against whom the assessment was made, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the Assessment Roll as provided in this Section, nor any defect in the roll as recorded shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien. The City Treasurer is hereby directed to collect the amounts assessed as a tax upon the lots, tracts and parcels of land assessed.

Section 12. In accordance with NRS 271.390(2), the City Clerk shall give written notice of the levy of assessments by mailing a copy of such notice, postage prepaid, either before or promptly after the effective date of this Ordinance, to the owners of all property upon which the assessment was levied at their last-known addresses. Proof of such mailing shall be made by the affidavit of the City Clerk, provided, however, that failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and all Bonds shall have been paid in full, as to both principal and interest, or until any claim is barred by an appropriate statute of limitations. The Council hereby determines that the manner of giving notice herein provided by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 13. The notice provided for in NRS 271.390(2) and in Section 12 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR IMPROVEMENTS IN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied that, by an ordinance duly passed, adopted, signed and approved on July 21, 2021 (the "Ordinance"), there were levied and assessed against the lots, tracts and parcels of land specially benefited by the local improvements in what is designated as the "City of Las Vegas, Nevada, Special Improvement District No. 816 (Summerlin Village 22)" (said lots, tracts and parcels of land being more specifically described in the assessment roll designated in the Ordinance), the costs and expenses of such improvements.

The assessments are payable at the times and in the amounts specified in the Ordinance. Failure to pay any installment, whether of principal or interest, when due shall cause the whole amount of the unpaid principal of such assessment to become due and payable immediately at the option of the City, the exercise of said option shall be indicated by the commencement of sale proceedings by the City. The whole amount of the unpaid principal and the interest that has accrued thereon shall, commencing fifteen (15) days after the date on which the delinquent installment became due, whether or not the option to accelerate the due date for the payment of the unpaid principal is exercised, bear a penalty at the rate of 2% (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of the foreclosure sale or until paid; provided that, at any time prior to the day of such sale, the owner of any such lot or parcel may pay the aggregate amount of all of the delinquent installments originally becoming due on or before the date of said payment, with accrued interest thereon and all penalties and costs of collection accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if a default had not been suffered.

Pursuant to NRS 271.395, within 15 days after the effective date of the Ordinance, any person who has filed a complaint, protest or objection in writing may commence an action or suit in any court of competent jurisdiction to correct or set aside such determination.

Thereafter all actions or suits attacking the regularity, validity and correctness of the proceedings, of the assessment roll, of each assessment contained in the assessment roll, and of the amount of the assessment levied on each lot, tract and parcel of land, including without limiting the generality of the foregoing, the defense of confiscation, are perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from July 25, 2021, which lien shall be coequal with the latest lien thereon to secure the payment of general (ad valorem) taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general (ad valorem) taxes). The sale of any such lot, tract or parcel of land for general (ad valorem) taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

DATED this July 21, 2021.

/s/ LUANN D. HOLMES
City Clerk

Amount of assessment $_____

Description of property assessed _____

(End of Form of Notice)

Section 14. The officers of the City are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings and other items necessary or desirable for the issuance of the Bonds.

Section 15. All ordinances, bylaws, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, bylaw, resolution or order, or part thereof, previously repealed.

Section 16. When first proposed, this Ordinance must be read to the Council by title, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination and distribution. Notice of the deposit must be published once in a newspaper published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

BILL NO. 2021-30

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22); AND ASSESSING THE COST OF LOCAL IMPROVEMENTS AGAINST THE ASSESSABLE PROPERTY BENEFITED BY THE LOCAL IMPROVEMENTS; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 495 S. Main Street, Las Vegas, Nevada, Las Vegas, Nevada, and that such Ordinance was proposed July 7, 2021, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas to be held on July 21, 2021.

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

Section 17. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having a general circulation in the City, such publication to be in substantially the following form:

(Form of Publication of Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22); AND ASSESSING THE COST OF LOCAL IMPROVEMENTS AGAINST THE ASSESSABLE PROPERTY BENEFITED BY THE LOCAL IMPROVEMENTS; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that such Ordinance was proposed on July 7, 2021, and was passed at the meeting held on July 21, 2021, by the following vote of the City Council:

Those Voting Aye: _____
Those Voting Nay: _____
Those Absent: _____

This Ordinance shall be in full force and effect from and after July 25, 2021, i.e., the day after the publication of such Ordinance by its title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

DATED this July 21, 2021.

/s/ CAROLYN G. GOODMAN
Mayor

Attest:

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form of Publication)

Section 18. If any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

_____
CAROLYN G. GOODMAN, Mayor

(SEAL)

Attest:

_____
LUANN D. HOLMES, MMC,
City Clerk

Approved as to Form:

_____
JAMES B. LEWIS, Deputy City Attorney

This Ordinance shall be in full force and effect from and after July 25, 2021, i.e., the date after the publication of such ordinance by its title.

STATE OF NEVADA)
)
COUNTY OF CLARK :ss.
)
CITY OF LAS VEGAS)

I am the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the Council on July 7, 2021 and finally adopted and approved on July 21, 2021.

2. The following members of the Council were present at the July 7, 2021 Council meeting:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Michele Fiore
	Cedric Crear
	Brian Knudsen
	Victoria Seaman
	Olivia Diaz
Those Absent:	_____

3. The foregoing Ordinance was first proposed and read by title to the City Council on July 7, 2021, and referred to a committee composed of _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on July 21, 2021, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the July 21, 2021 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:
Mayor: Carolyn G. Goodman
Council members: Stavros S. Anthony
Michele Fiore
Cedric Crear
Brian Knudsen
Victoria Seaman
Olivia Diaz

Those Voting Nay: _____
Those Absent: _____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself as the City Clerk, and sealed with the seal of the City, and has been recorded in the journal of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the Council were given due and proper notice of the meetings on July 7, 2021 and July 21, 2021. Pursuant to Nevada Revised Statutes ("NRS") 241.020, written notice of the meetings was given not later than 9:00 a.m. on the third working days before the meetings including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meetings on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) The City of Las Vegas website

and

(b) Prior to 9:00 a.m. at least 3 working days before such meetings, such notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

6. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

7. A copy of such notice so given of the meeting of the Council on July 7, 2021 is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the Council on July 21, 2021 is attached to this certificate as Exhibit B.

8. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

IN WITNESS WHEREOF, I have hereunto set my hand on this July 21, 2021.

_____

LUANN D. HOLMES, MMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of July 7, 2021 Meeting)

EXHIBIT B

(Attach Copy of Notice of July 21, 2021 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Deposit of the Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

AGENDA SUMMARY PAGE
City Council
Meeting of: July 7, 2021

Agenda Item No.:
47

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
NEW BILLS:

Bill No. 2021-31 - Ordinance authorizing the issuance and sale by the City of its Special Improvement District No. 816 (Summerlin Village 22) Local Improvement Bonds, Series 2021, approving the form of certain documents with respect to such bonds, ratifying action taken by City officers toward the issuance of such bonds; and providing other matters related thereto. Proposed by: Venetta Appleyard, Director of Finance

FISCAL IMPACT:
Budget Funds Available
Amount: $45,425,000
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Finance

PURPOSE/BACKGROUND:
The Howard Hughes Company, LLC (the Developer) has requested that the City of Las Vegas (City) form a special improvement district within the City pursuant to the provisions of Nevada Revised Statutes Chapter 271 to levy special assessments, and to issue one or more series of bonds to provide for the construction, acquisition, or furnishing of certain public improvements within Special Improvement District No. 816 (Summerlin Village 22). This ordinance authorizes the issuance of Local Improvement Bonds in the principal amount of $45,425,000 to provide funds to pay the cost and expense of local improvements within the Special Improvement District No. 816 (Summerlin Village 22).

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. 2021-31

Summary - An ordinance authorizing the issuance of the "City of Las Vegas, Nevada, Special Improvement District No. 816 (Summerlin Village 22) Local Improvement Bonds, Series 2021," and approving the form of certain documents with respect to such bonds, ratifying action taken by City officers toward the issuance of such bonds, and providing other matters related thereto.

BILL NO. 2021-31
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF ITS SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22) LOCAL IMPROVEMENT BONDS, SERIES 2021; APPROVING THE FORM OF CERTAIN DOCUMENTS WITH RESPECT TO SUCH BONDS; RATIFYING ACTION TAKEN BY CITY OFFICERS TOWARD THE ISSUANCE OF SUCH BONDS; AND PROVIDING OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Las Vegas, Nevada (the "City") is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as amended, and the general laws of the State of Nevada; and

WHEREAS, the City Council of the City (the "Council") has heretofore, pursuant to the requisite preliminary proceedings, created the "City of Las Vegas, Nevada Special Improvement District No. 816 (Summerlin Village 22)" (the "District") for the purpose of acquiring and improving a street project, storm sewer project, sanitary sewer project, drainage project, and water project (the "Project") and has provided that the entire cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefitted lots, tracts and parcels of land in the District; and

WHEREAS, the Council has by ordinance (the "Assessment Ordinance") levied assessments in the amount of $45,425,000 against the property in the District benefitted by the Project; and

WHEREAS, the Council desires to issue its "City of Las Vegas, Nevada Special Improvement District No. 816 (Summerlin Village 22) Local Improvement Bonds, Series 2021," in an aggregate principal amount not to exceed $45,425,000 (the "Bonds") to provide funds to pay the cost and expense of the Project; and

WHEREAS, the Bonds are to be payable from the sources permitted by the Consolidated Local Improvements Law, Chapter 271, NRS, and all laws amendatory thereof and

supplemental thereto (the "Act"), as more fully described in the hereinafter referred to Indenture; and

WHEREAS, the Bonds are to be sold by the City to Stifel, Nicolaus & Company, Incorporated, as underwriter and purchaser of the Bonds (the "Purchaser"); and

WHEREAS, the Bonds are to be issued pursuant to a Trust Indenture (the "Indenture") between the City and The Bank of New York Mellon Trust Company, N.A., as trustee; and

WHEREAS, the Bonds are to bear interest at the rates per annum provided in the bond purchase proposal submitted by the Purchaser and accepted by the City's Chief Financial Officer (the "Chief Financial Officer"), which rates must not exceed by more than 3% the Index of Twenty Bonds most recently published in The Bond Buyer prior to the time the offer to purchase the Bonds is received, and are to be sold at a price equal to the principal amount thereof, plus accrued interest to the date of delivery of the Bonds, plus a premium of any amount or less a discount not exceeding 9% of the principal amount thereof, all as specified by the Chief Financial Officer in a certificate dated on or before the date of delivery of the Bonds (the "Certificate of the Chief Financial Officer"); and

WHEREAS, the City hereby elects to have the provisions of Chapter 348 of NRS (the "Supplemental Bond Act") apply to the Bonds; and

WHEREAS, the Council has found and determined and hereby declares:

A. It is necessary and in the best interests of the City to effect the Project and to issue the Bonds; and

B. Each of the limitations and other conditions to the issuance of the Bonds in the Charter, the Act, the Supplemental Bond Act, and in any other relevant act of the State or the Federal Government, has been met; and

WHEREAS, there are on file with the City Clerk: (i) the proposed form of the Indenture; (ii) the proposed form of the Purchase Contract between the City and the Purchaser relating to the Bonds (the "Purchase Contract"); (iii) the proposed form of the Continuing Disclosure Certificate relating to the Bonds (the "Disclosure Certificate"); and (iv) the proposed form of the Preliminary Official Statement to be used by the Purchaser in connection with the offering of the Bonds (the "Preliminary Official Statement").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "Special Improvement District No. 816 Bond Ordinance" (the "Ordinance").

Section 2. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the Project and the issuance of the Bonds to provide funds to pay the costs of the Project be, and the same hereby are, ratified, approved and confirmed.

Section 3. To provide the funds for the Project, the City hereby authorizes the issuance of its local improvement bonds under the Act, and the Supplemental Bond Act, to be designated the "City of Las Vegas, Nevada Special Improvement District No. 816 (Summerlin Village 22) Local Improvement Bonds, Series 2021." The Bonds shall be in an aggregate principal amount, mature in the years and amounts, bear interest, and be subject to redemption as provided in a Sale Certificate of the Chief Financial Officer executed and delivered prior to the delivery of the Bonds; provided, however, the Sale Certificate of the Chief Financial Officer shall not authorize: (i) an aggregate principal amount of Bonds in excess of $45,425,000; (ii) an effective interest rate on the Bonds that exceeds by more than three percent (3%) the "Index of Twenty Bonds" which was most recently published in The Bond Buyer prior to the time the Purchase Contract is executed; or (iii) a prepayment premium on the Bonds (relating to optional or mandatory redemptions) in excess of 3% of the principal amount of the Bonds to be redeemed. The Bonds shall be dated, shall be substantially in the forms and in the denominations and shall have the terms and provisions (including, without limitation, provisions relating to their registration, authentication and redemption, and provisions related to a reserve fund for the Bonds (the "Reserve Fund") and the application of the monies therein including, where stated, for the payment of any credits owed to property owners who have prepaid assessments, and provisions for a capitalized interest account for the Bonds to pay up to three months of interest on the Bonds) provided for in the Indenture. The first interest payment date for the Bonds shall be December 1, 2021. The Bonds are payable solely from the proceeds of the assessments against a portion of the specially benefitted lots, tracts and parcels of land in the District and from the other sources set forth in the Indenture. The provisions of NRS 271.428,

271.495 and 271.500 do not apply to the Bonds. The Mayor, the Chief Financial Officer of the City or the City Manager is each hereby authorized to sell the Bonds to the Purchaser at a price equal to the principal amount of the Bonds, plus accrued interest on the Bonds from their date to the date of their delivery, plus a premium or less a discount not exceeding 9% of the principal amount thereof.

Section 4. The forms, terms and provisions of the Indenture, the Disclosure Certificate, and the Purchase Contract be and they hereby are approved in substantially the forms on file with the City Clerk, with only such changes therein as are not inconsistent herewith and are approved by the officers of the City executing the same. The Mayor is hereby authorized to execute and deliver the Indenture and the Disclosure Certificate and the execution and delivery of the same shall constitute conclusive evidence of the City's approval thereof in accordance with the terms hereof. The Mayor, the Chief Financial Officer, or the City Manager is hereby authorized to execute and deliver the Purchase Contract and the execution and delivery of the same shall constitute conclusive evidence of the City's approval thereof in accordance with the terms hereof. The City Clerk is hereby authorized and directed to affix the City seal to and to attest any such documents.

Section 5. The forms, terms and provisions of the Bonds, in the forms contained in the Indenture, are hereby approved with only such changes therein, if any, as are not inconsistent herewith. The Mayor is hereby authorized and directed to execute the Bonds, the City Treasurer is hereby authorized and directed to countersign the Bonds and the City Clerk is hereby authorized and directed to affix the City seal to and to attest the Bonds. Such signatures of the Mayor, the City Treasurer and the City Clerk and the seal of the City shall be by facsimile or manually affixed. In case any official whose signature should appear on any Bond shall cease to be such official before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

Section 6. The City hereby authorizes, ratifies and confirms the use of the Preliminary Official Statement by the Purchaser in connection with the offering of the Bonds and hereby approves the distribution by the Purchaser of a final Official Statement in connection with the offering of the Bonds, which final Official Statement shall be substantially in the form of the Preliminary Official Statement with only such changes as shall be approved in writing by the Chief Financial Officer. The Chief Financial Officer and the City Manager are each hereby

authorized to deem the Preliminary Official Statement final on behalf of the City as of its date for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Act of 1934, as amended.

Section 7. The officers of the City shall take all action in conformity with the Act necessary or reasonably required to effectuate the issuance of the Bonds and shall take all action necessary or desirable in conformity with the Act to acquire and improve the Project and to carry out, give effect to and consummate the transactions contemplated by this Ordinance, the Indenture, the Disclosure Certificate, and the Purchase Contract, including without limitation the execution and delivery of any closing documents to be delivered in connection with the sale and delivery of the Bonds.

Section 8. Pursuant to the authority granted by the Assessment Ordinance and NRS 271.415, the Chief Financial Officer of the City is hereby delegated the authority to fix the interest rate on the unpaid and deferred installments of assessments for the District at a rate per annum equal to 1% above the highest rate of interest on the Bonds at any maturity, subject to reduction through the application of any future Credit Amount as provided in Section 5 of the Assessment Ordinance.

Section 9. This Ordinance is adopted by virtue of the Act and the Supplemental Bond Act and pursuant to their provisions; and the City has ascertained and hereby determines that each and every matter and thing as to which provision is made herein is necessary in order to carry out and to effectuate the purposes of the City in accordance with the Act and the Supplemental Bond Act.

Section 10. It is necessary and for the best interests of the City and the inhabitants thereof that the City effect the Project and defray the cost thereof by issuing the Bonds therefor; and it is hereby so determined and declared.

Section 11. All actions, proceedings, matters and things heretofore taken, had and done by the Council and the officers of the City (not inconsistent with the provisions of this Ordinance), concerning the District, including but not limited to the performing of all prerequisites to the creation of the District, the implementation of the Project, the determination of the specially benefitted property therein, the levy of assessments and the issuance and sale of the Bonds for that purpose, be, and the same hereby are, ratified, approved and confirmed.

Section 12. All ordinances, resolutions, bylaws and orders, or parts thereof, in conflict with the provisions of this Ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part thereof, heretofore repealed.

Section 13. When first proposed, this Ordinance must be read to the Council by title and referred to a committee for consideration, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination and distribution. Notice of the deposit must be published once in a newspaper, printed, published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

BILL NO. 2021-31
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF ITS SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22) LOCAL IMPROVEMENT BONDS, SERIES 2021; APPROVING THE FORM OF CERTAIN DOCUMENTS WITH RESPECT TO SUCH BONDS; RATIFYING ACTION TAKEN BY CITY OFFICERS TOWARD THE ISSUANCE OF SUCH BONDS; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 495 Main Street, Las Vegas, Nevada, and that such Ordinance was proposed on July 7, 2021, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas to be held on the July 21, 2021.

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

Section 14. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having a general circulation in the City, such publication to be in substantially the following form:

(Form of Publication of Adoption of Ordinance)

ORDINANCE NO.
(of Las Vegas, Nevada)

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF ITS SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22) LOCAL IMPROVEMENT BONDS, SERIES 2021; APPROVING THE FORM OF CERTAIN DOCUMENTS WITH RESPECT TO SUCH BONDS; RATIFYING ACTION TAKEN BY CITY OFFICERS TOWARD THE ISSUANCE OF SUCH BONDS; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that such Ordinance was proposed on July 7, 2021, and was passed at the meeting held on July 21, 2021, by the following vote of the City Council:

Those Voting Aye: _____
Those Voting Nay: _____
Those Absent: _____

This Ordinance shall be in full force and effect from and after July 25, 2021, i.e., the day after the publication of such Ordinance by its title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

DATED this July 21, 2021.

/s/ CAROLYN G. GOODMAN
Mayor

Attest:

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form of Publication of Adoption of Ordinance)

Section 15. If any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

CAROLYN G. GOODMAN, Mayor

(SEAL)

Attest:

LUANN D. HOLMES, MMC,
City Clerk

Approved as to Form:

JAMES B. LEWIS, Deputy City Attorney

This Ordinance shall be in full force and effect from and after July 25, 2021, i.e., the date after the publication of such ordinance by its title.

STATE OF NEVADA)
)
COUNTY OF CLARK :ss.
)
CITY OF LAS VEGAS)

I am the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the Council on July 7, 2021 and finally adopted and approved on July 21, 2021.

2. The following members of the Council were present at the July 7, 2021 Council meeting:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Michele Fiore
	Cedric Crear
	Brian Knudsen
	Victoria Seaman
	Olivia Diaz
Those Absent:	_____

3. The foregoing Ordinance was first proposed and read by title to the City Council on July 7, 2021, and referred to a committee composed of _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on July 21, 2021, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the July 21, 2021 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Michele Fiore
	Cedric Crear
	Brian Knudsen
	Victoria Seaman
	Olivia Diaz
Those Voting Nay:	_____
Those Absent:	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself as the City Clerk, and sealed with the seal of the City, and has been recorded in the journal of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the Council were given due and proper notice of the meetings on July 7, 2021 and July 21, 2021. Pursuant to Nevada Revised Statutes ("NRS") 241.020, written notice of the meetings was given not later than 9:00 a.m. on the third working days before the meetings including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meetings on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) The City of Las Vegas website

and

(b) Prior to 9:00 a.m. at least 3 working days before such meetings, such notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

6. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

7. A copy of such notice so given of the meeting of the Council on July 7, 2021 is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the Council on July 21, 2021 is attached to this certificate as Exhibit B.

8. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

IN WITNESS WHEREOF, I have hereunto set my hand on this July 21, 2021.

_____

LUANN D. HOLMES, MMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of July 7, 2021 Meeting)

EXHIBIT B

(Attach Copy of Notice of July 21, 2021 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Deposit of the Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
48

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
Closed Session - A closed meeting is called in accordance with NRS 241.015(3)(b)(2) to receive information from the City Attorney about potential and existing litigation

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
To discuss potential pending litigation.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
49

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
Closed Session - Upon a duly carried motion, a closed meeting is called in accordance with NRS 241.030 to discuss the following items:

A. City Attorney's Annual Performance Review
B. City Auditor's Annual Performance Review

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Open Meeting law permits the City Council to conduct closed sessions for - among other reasons - discussion and evaluation of the character and professional competence of a person. While all decisions and actual deliberation regarding compensation and employment must be made during the public agenda item which follows the closed session, these private meetings permit candid conversations which might not be appropriate for the a public meeting. Minutes of a closed session must be generated in the same fashion as the public portion of the agenda, but the minutes are confidential unless the person who is the subject of the closed session chooses to release them.

RECOMMENDATION:
A recommendation is not appropriate on this item.

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
50

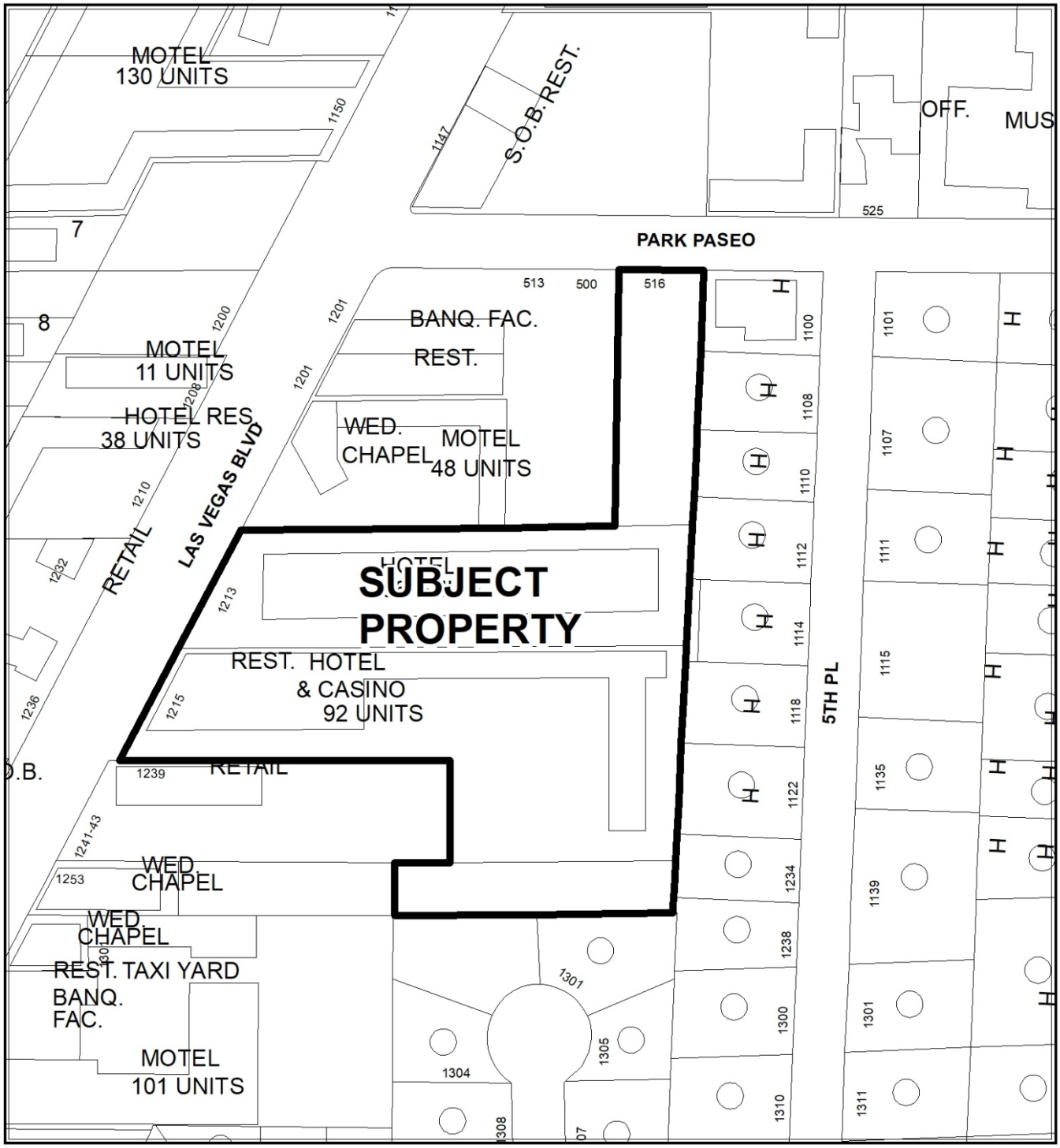
DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
21-0221-EOT1 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: 1215 S LAS VEGAS BLVD, LLC - For possible action on a request for a second Extension of Time of an approved Site Development Plan Review (SDR-68404) FOR A PROPOSED 15-STORY MIXED-USE DEVELOPMENT CONSISTING OF 370 RESIDENTIAL UNITS AND 16,060 SQUARE FEET OF RETAIL SPACE on 3.63 acres at 1213 and 1215 South Las Vegas Boulevard and 516 Park Paseo (APNs 162-03-112-022, 028, 029 and 033), C-2 (General Commercial) Zone, Ward 3 (Diaz). 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 and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter



CASE: 21-0221-EOT1

0 105 210 Feet

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



CASE: 21-0221-EOT1

0 105 210 Feet

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 7, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: 1215 S LAS VEGAS BLVD, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
21-0221-EOT1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NOTICES MAILED N/A

PROTESTS 0

APPROVALS 0

** CONDITIONS **

21-0221-EOT1 CONDITIONS

Planning

1. This approval shall expire on 04/19/23, unless another Extension of Time is approved by the City Council.

2. Conformance to the approved conditions for Site Development Plan Review (SDR-68404) as required by the Department of Planning and the Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting an Extension of Time of an approved Site Development Plan Review (SDR-68404) for a proposed 15-story mixed-use development consisting of 370 residential units and 16,060 square feet of retail space at 1213 and 1215 South Las Vegas Boulevard and 516 Park Paseo.

ISSUES

- This is the second Extension of Time request for the approved Site Development Plan Review.
- No building permit applications have been submitted for review. The applicant has been working with consultants to reevaluate the project design.

ANALYSIS

The subject Site Development Plan Review (SDR-68404) was approved by the City Council on 04/19/17. The City Council approved a two-year Extension of Time (EOT-75809) on May 1, 2019. Since that time there has been no movement to exercise the entitlement. Prior to the issuance of building permits, a mapping action will be necessary to combine the subject parcels; no application has as yet been made for remapping. According to the applicant, the delay in moving forward with construction is due to the unforeseen events of the pandemic.

This area has remained virtually the same in terms of zoning and development as at the time of approval of the Site Development Plan Review. While there are some new development projects in the area, they do not have a major effect on the viability of the subject mixed-use project.

If the Extension of Time is approved and the applicant wishes to make changes to the project design, an amended Site Development Plan Review would be necessary for approval of those changes.

FINDINGS (21-0221-EOT1)

The applicant has demonstrated good cause for a two-year Extension of Time of the approved Site Development Plan Review for a proposed mixed-use development. Staff recommends approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/23/63	The Board of City Commissioners approved a request for reclassification of property (Z-0139-63) from R-1 (Single-Family Residential) to C-1 (Limited Commercial) on property generally located approximately 350 feet east of Las Vegas Boulevard and approximately 350 feet south of Park Paseo. The original request was to rezone to C-2 (General Commercial). The Planning Commission recommended approval to C-1 (Limited Commercial).
07/20/66	The Board of City Commissioners approved a request for reclassification of property (Z-0040-66) from R-1 (Single-Family Residential) to C-1 (Limited Commercial) on property generally located approximately 300 feet east of Las Vegas Boulevard and 560 feet south of Park Paseo. The Planning Commission recommended approval to C-1. The Planning Commission recommended denial.
05/24/99	The City Council denied a request for a Rezoning (Z-0019-99) from C-1 (Limited Commercial) and C-2 (General Commercial) to C-2 (General Commercial) on a larger 7.60-acre tract that included the subject site. The Planning Commission also recommended denial of the request.
12/15/04	The City Council approved a Site Development Plan Review (SDR-5369) for a proposed 505 square-foot lobby addition to an existing motel at 1213 South Las Vegas Boulevard. The applicant's accompanying request for waivers of Downtown Centennial Plan streetscape standards was partially approved, with conditions to provide a portion of the required streetscape. The Planning Commission and staff recommended approval of the request.
07/12/06	The City Council approved a request for a Special Use Permit (SUP-12631) for a Massage Establishment use with a waiver of the 200-foot distance separation requirement from a residential use at 1215 South Las Vegas Boulevard. The Planning Commission and staff recommended denial of the request.
07/11/07	The City Council approved a request for a Required Review (RQR-22256) of an approved Special Use Permit (SUP-12631), which allowed a Massage Establishment use and a Waiver of the 200-foot distance separation requirement from a residential use at 1215 South Las Vegas Boulevard.
09/27/07	The Planning Department administratively approved a Site Development Plan Review (SDR-23776) for a 529 square-foot expansion to the lobby of an existing motel at 1213 Las Vegas Boulevard. This approval expired on 09/18/09.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/15/12	The City Council approved the request for a Variance (VAR-43719) to allow a proposed 25-foot tall freestanding sign to have a zero-foot setback where five feet is required from the right-of-way is required. The Planning Commission recommended approval with staff recommending denial. The Planning Commission amended the approval to allow a zero-foot setback with no encroachment into the right-of-way.
03/21/12	The City Council approved a request for a Special Use Permit (SUP-44165) for a 29 square-foot accessory Package Liquor Off-Sale Establishment use within an existing motel at 1213 South Las Vegas Boulevard. The Planning Commission and staff recommended approval of the request.
04/17/12	The Downtown Design Review Committee approved a Sign Design Review (ARC-44971) for the existing motel at 1213 South Las Vegas Boulevard that modified the design of the freestanding sign previously approved by ARC-43672 to a proposed 30-foot tall, 216 square-foot freestanding sign and added three new wall signs to the building. Staff recommended approval.
06/11/13	The Planning Commission approved a request for a Site Development Plan Review (SDR-49169) for a parking lot with waivers to allow a zero-foot landscape buffer along the west and south perimeters where eight feet is required and to allow a zero-foot landscape buffer along the north perimeter where 15 feet is required at 516 Park Paseo. Staff recommended approval.
09/18/13	The City Council approved a request for a Special Use Permit (SUP-49910) for a proposed 1,200 square-foot Tavern-Limited Establishment at 1213 South Las Vegas Boulevard. The Planning Commission and staff recommended approval of the request.
10/16/13	The City Council approved a request for a Master Sign Plan (MSP-50474) for an existing Wedding Chapel and Motel development at 1205 and 1213 South Las Vegas Boulevard. The Planning Commission and staff recommended approval of the request.
02/19/15	A Code Enforcement case (150769) was processed for illegal plumbing and construction located at 1215 South Las Vegas Boulevard. The case was resolved on 03/16/15.
06/11/15	A Code Enforcement case (155909) was processed for illegal temporary signage located at 1215 South Las Vegas Boulevard. The case was resolved on 06/25/15.
10/26/15	A Code Enforcement case (160588) was processed for a pool with stagnant water located at 1215 South Las Vegas Boulevard. The case was resolved on 10/27/15.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/28/16	Department of Planning – Business Licensing Enforcement Division processed a Case (BLE363868) to investigate package liquor sales at 1213 South Las Vegas Boulevard. The case was resolved 08/03/16.
04/19/17	The City Council approved a request for Rezoning (ZON-68403) from C-1 (Limited Commercial) and C-2 (General Commercial) to C-2 on 3.32 acres at 1213 and 1215 South Las Vegas Boulevard and 516 Park Paseo. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-68404) for a proposed 15-story mixed use development consisting of 370 residential units and 16,060 square feet of retail space at 1213 and 1215 South Las Vegas Boulevard and 516 Park Paseo.
11/30/18	Department of Planning – Business Licensing Enforcement Division processed a Case (BLE570338) to inspect a motel at 1213 South Las Vegas Boulevard. The case was resolved 01/15/19.
05/01/09	The City Council approved a two-year Extension of Time (EOT-75809) for a proposed 15-story mixed-use development consisting of 370 residential units and 16,060 square feet of retail space on 3.63 acres at 1213 and 1215 South Las Vegas Boulevard and 516 Park Paseo. Department of Planning Staff recommended approval.

Most Recent Change of Ownership	
08/11/17	A deed was recorded for a change in ownership (APN 162-03-112-022).
03/03/15	A deed was recorded for a change in ownership (APN 162-03-112-028).
11/30/15	A deed was recorded for a change in ownership (APN 162-03-112-029).
	A deed was recorded for a change in ownership (APN 162-03-112-033).

Related Building Permits/Business Licenses	
01/23/63	A building permit (15366) was issued for a motel building (Building A) at 1215 South Las Vegas Boulevard. A final inspection was approved 07/02/63.
	A building permit (15367) was issued for a motel building (Building B) at 1215 South Las Vegas Boulevard. A final inspection was approved 07/14/63.
12/11/63	A building permit (22914) was issued for a motel and restaurant building (Building A) at 1213 South Las Vegas Boulevard. A final inspection was approved 04/23/64.

Related Building Permits/Business Licenses	
12/11/63	A building permit (22915) was issued for a motel building (Building B) at 1213 South Las Vegas Boulevard. A final inspection was approved 04/23/64.
	A building permit (22916) was issued for a bath house (Building C) at 1213 South Las Vegas Boulevard. A final inspection was approved 06/19/64.
05/13/69	A building permit (47678) was issued for a 240 square-foot freestanding sign at 1213 South Las Vegas Boulevard. A final inspection was approved 05/19/69.
Pre-1991	A business license (L16-00068) was issued for a tavern (Thunderbird Lounge) at 1215 South Las Vegas Boulevard. The license was marked out of business on 03/21/15 due to license sale to new owner under P64-00045.
11/03/00	A business license (H05-01027) was issued for a 98-unit hotel (Aruba Hotel) at 1215 South Las Vegas Boulevard. The license was marked out of business 11/06/14.
08/10/05	A business license (G01-02221) was issued for restricted gaming (Thunderbird Lounge) at 1215 South Las Vegas Boulevard. The license was marked out of business 09/27/14.
07/02/10	A building permit (166418) was issued for replacement of an existing 40-foot tall freestanding sign at 1205 South Las Vegas Boulevard. A sign inspection has not been completed.
05/16/11	A business license (G50-05786) was issued for general merchandise sales (Super 8) at 1213 South Las Vegas Boulevard. The license remains active.
	A business license (M08-00206) was issued for a motel (Super 8) at 1213 South Las Vegas Boulevard. The license remains active.
12/21/11	A business license (C05-02782) was issued for a Tobacco Dealer (Super 8) at 1213 South Las Vegas Boulevard. The license remains active.
08/29/12	A business license (L15-00218) was issued for Package Liquor Sales (Super 8) at 1213 South Las Vegas Boulevard. The license remains active.
10/29/12	A business license (W01-00127) was issued for a wedding chapel at 1215 South Las Vegas Boulevard. The license was marked out of business on 11/06/14.
02/18/14	A building permit (#243292) was issued for a parking lot (Super 8) located at 516 Park Paseo. The permit was finalized on 03/12/14.
10/20/15	A building permit (300646) was issued for a tenant improvement remodel of a motel lobby (Thunderbird Hotel) at 1215 South Las Vegas Boulevard. A final inspection was approved 02/22/16.
02/18/16	A business license (G64-00903) was issued for an Automated Teller at 1215 South Las Vegas Boulevard. The license remains active.

Related Building Permits/Business Licenses	
02/22/16	A business license (P64-00045) was issued for a tavern (Thunderbird Lounge) at 1215 South Las Vegas Boulevard. The license was reclassified as L64-00079 and remains active.
03/28/16	A business license (P64-00046) was issued for a wedding chapel (Royal Wedding Chapel) at 1215 South Las Vegas Boulevard. The license remains active.
04/25/16	A business license (P62-00314) was issued for restricted gaming (Thunderbird Lounge) at 1215 South Las Vegas Boulevard. The license remains active under X64-00029.
04/28/16	A business license (G64-02897) was issued for a 100-unit hotel (Thunderbird Hotel) at 1215 South Las Vegas Boulevard. The license remains active.
06/01/16	A business license (G64-03550) was issued for photography (Royal Wedding Chapel) at 1215 South Las Vegas Boulevard. The license remains active.
09/05/18	A License Agreement (A18-00041) was finalized for encroachment of a 24-foot projecting sign into the Las Vegas Boulevard right-of-way adjacent to 1215 South Las Vegas Boulevard.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
05/25/21	Staff conducted a routine field check and found an existing hotel. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	3.63

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Hotel and ancillary parking	C (Commercial)	C-2 (General Commercial)
	Tavern/Restricted Gaming		
	Package Liquor Off-Sale Establishment		
	Wedding Chapel		
	General Retail Store, Other Than Listed		
North	Hotel	C (Commercial)	C-2 (General Commercial)
	Wedding Chapel		
	Restaurant		
	Banquet Facility		
South	General Retail Store, Other Than Listed	C (Commercial)	C-2 (General Commercial)
East	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
West	Sexually Oriented Business	C (Commercial)	C-2 (General Commercial)
	Motel		
	Tattoo Parlor/Body Piercing Studio		

Master Plan Areas	***Compliance***
Vision 2045 Downtown Las Vegas Master Plan	Y
John S. Park Historic Neighborhood Plan	Y
Special Purpose and Overlay Districts	***Compliance***
DTLV-O (Downtown Las Vegas Overlay District) – Area 1	Y
Las Vegas Boulevard Scenic Byway Overlay District	Y
Other Plans or Special Requirements	***Compliance***
Trails	Y
Las Vegas Redevelopment Plan Area (Area 1)	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to the Downtown Centennial Plan (in effect at the time of approval) and Site Development Plan Review (SDR-68404), the following standards apply:

Standard	*Required/Allowed*	*Provided (Approved)*	*Compliance*
Min. Setbacks*			
• Front	70% along front PL	100% along front PL	Y
• Side (north)	N/A	28 Feet	Y
• Side (south)	N/A	46 Feet	Y
• Rear	N/A	44 Feet	Y
Max. Lot Coverage*	Limited by setbacks	20.7 %	N/A
Max. Building Height*	N/A	15 stories/195 Feet	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

*Pursuant to Title 19.10.110, projects within the Downtown Las Vegas Overlay District (which includes area subject to the defunct Downtown Centennial Plan) are not subject to the automatic application of the mandatory maximum building height, required building setback, maximum lot coverage, residential adjacency, standard landscaping requirements, and standard parking requirements of Title 19.

Pursuant to the Downtown Centennial Plan (in effect at the time of approval) and Site Development Plan Review (SDR-68404), the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	N/A	N/A	0 Trees	N/A
• South	N/A	N/A	21 Trees	N/A
• East	N/A	N/A	31 Trees	N/A
• West	N/A	N/A	0 Trees	N/A
TOTAL PERIMETER TREES		**0 Trees**	**52 Trees**	**N/A**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces with a min. of 10 sf of landscaped surface area per parking space	14 Trees	60 Trees	Y

Pursuant to the Downtown Centennial Plan (in effect at the time of approval) and Site Development Plan Review (SDR-68404), the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width • North • South • East • West	 0 Feet 0 Feet 0 Feet 0 Feet		 0 Feet 3 Feet 15 Feet 0 Feet	 Y Y Y Y
Wall Height	6 to 8 Feet Adjacent to Residential		Existing 6-8' CMU	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Las Vegas Blvd	Primary Arterial	Master Plan of Streets and Highways Map	90	N
Park Paseo	Local Street	Title 13	45-51	Y

Streetscape Standards	***Required***	***Provided***	***Compliance***
Downtown Centennial Plan	5-foot wide amenity zone	5 feet	Y
	10-foot wide sidewalk	10 feet	Y
	Date Palm trees or similar at 25 feet or greater in height at 30-foot intervals along Las Vegas Boulevard	4 trees	Y

The subject site is a partial block frontage (less than 50%); a covenant running with the land will be required to obtain the property owners' consent for future improvements.

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Multi-Family Residential (Studio units)	370	1.25 spaces per unit	463				
Guest Parking	370	1 space per 6 units	62				
General Retail Store, Other Than Listed	16,070 sf	1 space per 175 sf GFA	92				
TOTAL SPACES REQUIRED			617		492		Y*
Regular and Handicap Spaces Required			604	13	483	9	Y*

*Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City.

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Extension of Time

Project Address (Location) 1213 & 1215 South Las Vegas Boulevard and 516 Park Paseo

Project Name Thunderbird Lofts **Proposed Use** Mixed Use Development

Assessor's Parcel #(s) 162-03-4112-022, 028, 029, and 033 **Ward #** 3

General Plan: Existing C Proposed C **Zoning:** Existing C2 Proposed C2

Additional Information Zon-68403and SDR-68404 (PRJ-68241) were approved by City Council on April 19, 2017; first EOT approved by City Council on May 1, 2019.

Property Owner 1215 S. Las Vegas Blvd., LLC, et al **Contact** Ilan Gorodezki
Address 9201 Wilshire Boulevard, Suite 202 City Beverly Hills State CA Zip 90210
E-mail ganesha@ilinvestments.com Phone (310) 276-7705

Applicant 1215 S. Las Vegas Blvd., LLC, et al **Contact** Ilan Gorodezki
Address 9201 Wilshire Boulevard, Suite 202 City Beverly Hills State CA Zip 90210
E-mail ganesha@ilinvestments.com Phone (310) 276-7705

Representative _____ **Contact** _____
Address _____ City _____ State _____ Zip _____
E-mail _____ Phone _____

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)** _____
Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature Ilan Gorodezki
An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Ilan Gorodezki

Subscribed and sworn before me
This 18th day of March, 20 21

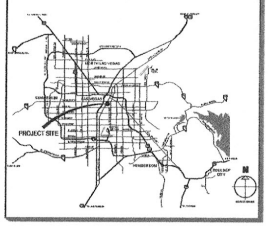
Ganesha W Sanders
Notary Public in and for said County and State

GANESHA W SANDERS
Notary Public – California
Los Angeles County
Commission # 2212235
My Comm. Expires Aug 31, 2021

PROJECT DESCRIPTION

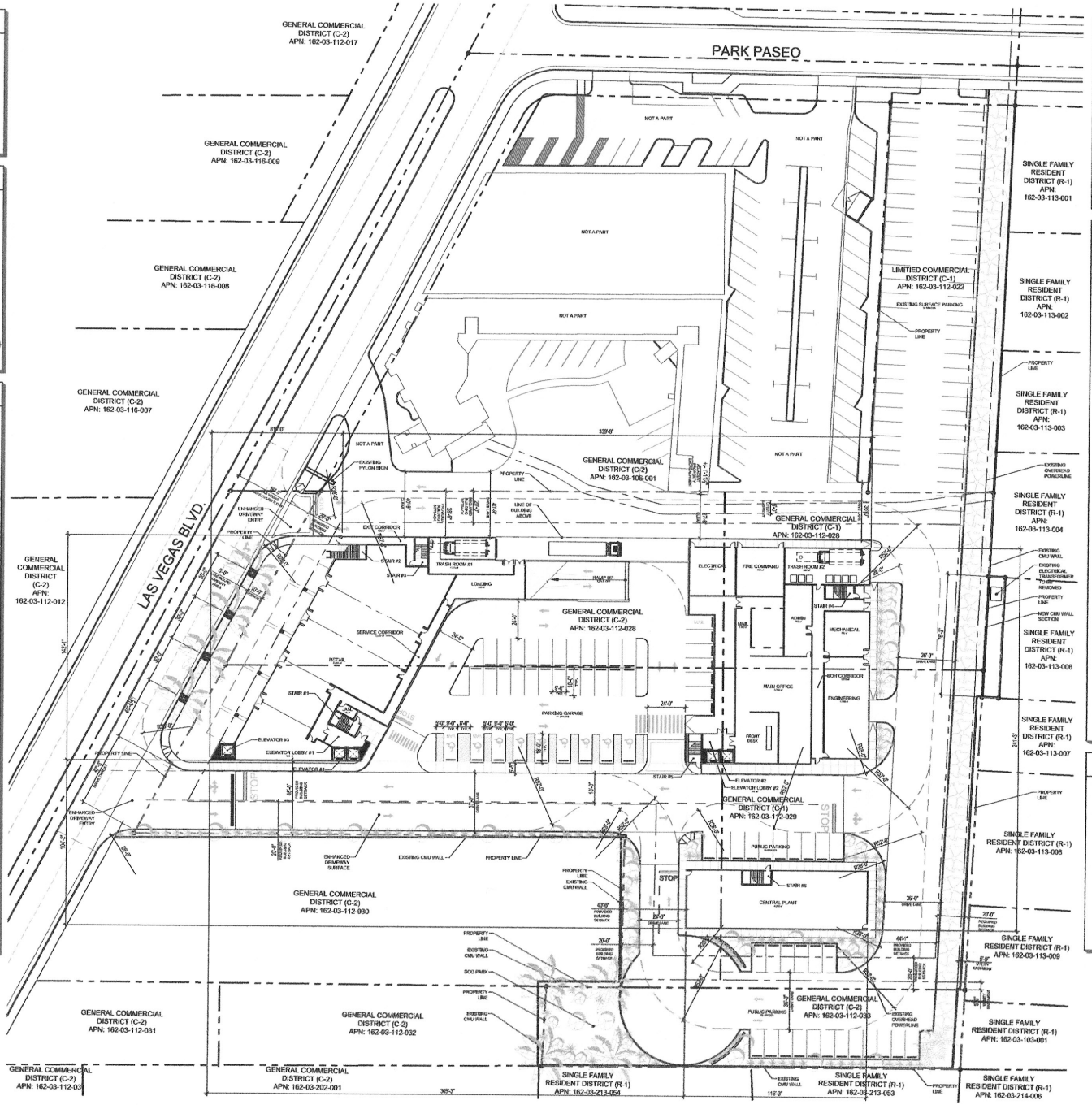
This project shall consist of a new mixed use multi-family residential tower, for sale or lease, which will include two levels of retail facing Las Vegas Boulevard with open plaza along the street side. The internalized 5 story parking garage will be for resident parking only and all parking at the ground level are for guests and employees.

VICINITY MAP



PLANT LEGEND

PLANT NAME	SIZE	QTY.
TREE'S		
PHOENIX DACTYLIFERA (*DATE PALM*)	25' TALL	40 EA.
FRAXINUS OXYCARPA RAYWOOD (*RAYWOOD ASH*)	36" BOX	28 EA.
PINUS ELDARICA (*MONDELL PINE*)	36" BOX	28 EA.
CHAMAEROPS HUMILIS (*MEDITERRANEAN FAN PALM*)	24" BOX	55 EA.
PLANT'S		
BUXUS MICROPHYLLA (*BOXWOOD*)	5 GAL.	25 EA.
LANTANA SPECIES (*LANTANA*)	5 GAL.	25 EA.
ROSMARINUS OFFICINALIS (*ROSEMARY*)	5 GAL.	25 EA.



SITE INFORMATION

PARCEL NUMBERS: 162-03-112-028, 162-03-112-029, 162-03-112-033, 162-03-112-022

JURISDICTION: CITY OF LAS VEGAS

EXISTING ZONING: LIMITED COMMERCIAL DISTRICT (C-1), GENERAL COMMERCIAL (C-2)

PROPOSED ZONING: GENERAL COMMERCIAL (C-2)

SIZE: 3.63 ACRES (139,392 SF)

ROOF AREA: 23,716 SF

LOT COVERAGE: 20.73%

BUILDING INFORMATION

FLOOR PLAN DATA:

TOTAL UNITS:	370
TOTAL FLOORS:	15
LEVEL 01	32,783 SF
LEVEL 02	32,767 SF
LEVEL 03	30,214 SF
LEVEL 04	27,964 SF
LEVEL 05	25,631 SF
LEVEL 06	63,997 SF
LEVEL 07	45,311 SF
LEVEL 08	31,039 SF
LEVEL 09	29,026 SF
LEVEL 10	26,957 SF
LEVEL 11	24,040 SF
LEVEL 12	21,787 SF
LEVEL 13	19,344 SF
LEVEL 14	17,200 SF
LEVEL 15	14,904 SF
TOTAL AREA:	**413,076 SF**

PARKING GARAGE:

LEVEL 1 (62 STALLS)	29,870 SF
LEVEL 2 (92 STALLS)	36,900 SF
LEVEL 3 (92 STALLS)	36,900 SF
LEVEL 4 (92 STALLS)	36,900 SF
LEVEL 5 (92 STALLS)	36,900 SF
TOTAL:	**177,470 SF**
TOTAL BUILDING AREA	**590,546 SF**
CIRCULATION	37,505 SF
MEP	15,293 SF
BOH	21,664 SF
RETAIL	16,060 SF
UNITS	226,250 SF
FITNESS	2,150 SF
POOL DECK	10,230 SF

PARKING REQUIREMENTS

PARKING REQUIRED

UNITS: (370@1.25 PER STUDIO	463 STALLS
RETAIL: (16,060SF @ 1/175 SF)	91 STALLS
TOTAL REQUIRED:	**554 STALLS**

PARKING PROVIDED

GARAGE STANDARD	278 STALLS
GARAGE TANDEM	90 STALLS
ON SITE STANDARD	115 STALLS
STANDARD ACCESSIBLE STALLS	7 STALLS
VAN ACCESSIBLE STALLS	2 STALLS
TOTAL PROVIDED:	**492 STALLS**

EV&A

N

0 15' 30' 60'
SCALE: 1" = 30'-0"

12.28.2016
20141411

THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

SITE PLAN

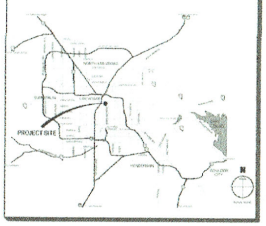
SP001

City Council - Page 879

PROJECT DESCRIPTION

This project shall consist of a new mixed use multi-family residential tower, for sale or lease, which will include two levels of retail facing Las Vegas Boulevard with open plaza along the street side. The internalized 5 story parking garage will be for resident parking only and all parking at the ground level are for guests and employees.

VICINITY MAP



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PLANT'S		
BUXUS MICROPHYLLA (BOXWOOD)	5 GAL.	25 EA.
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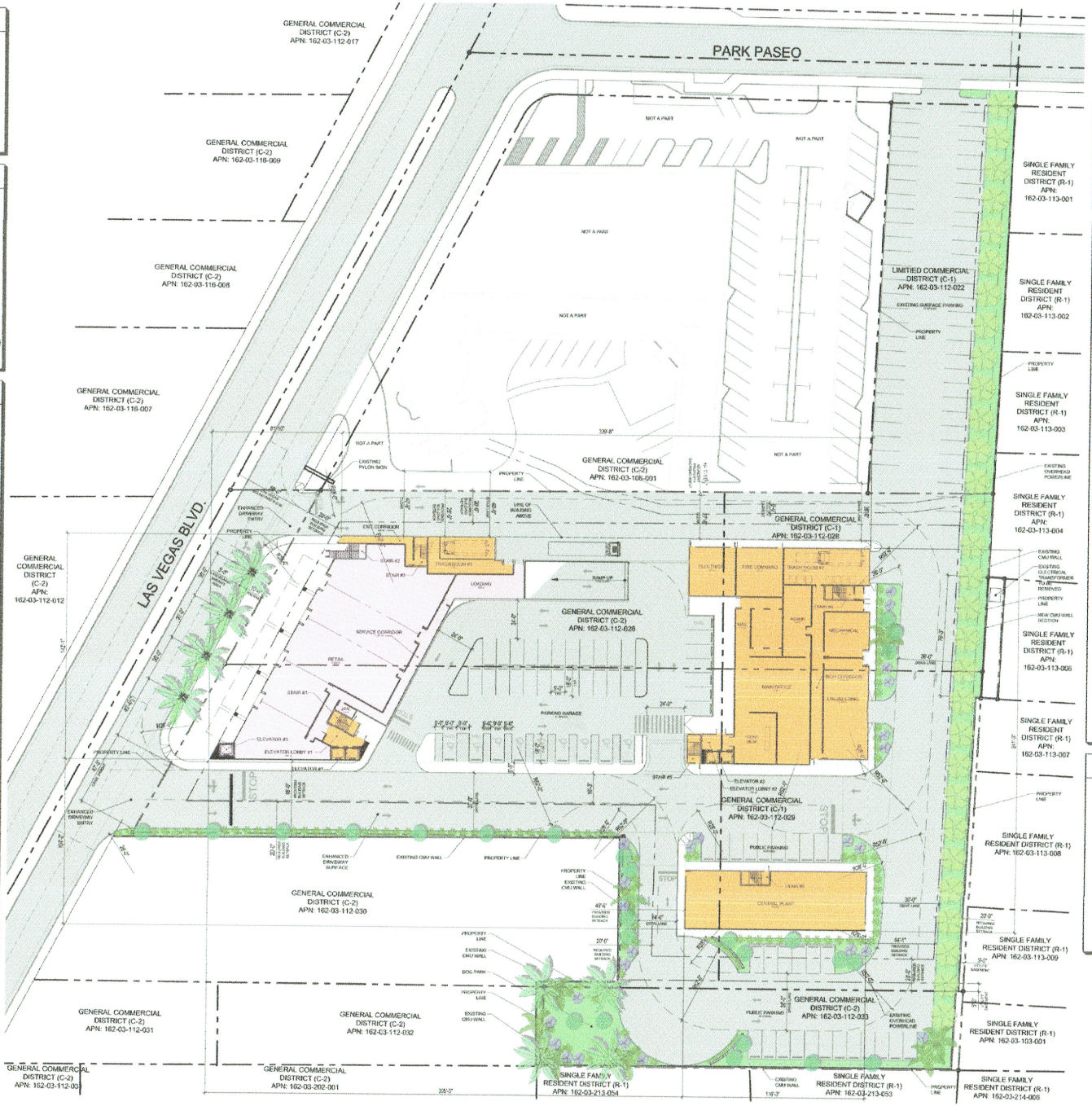

SITE INFORMATION

PARCEL NUMBERS	162-03-112-026 162-03-112-029 162-03-112-033 162-03-112-022
JURISDICTION	CITY OF LAS VEGAS
EXISTING ZONING	LIMITED COMMERCIAL DISTRICT (C-1) GENERAL COMMERCIAL (C-2)
PROPOSED ZONING	GENERAL COMMERCIAL (C-2)
SIZE	3.63 ACRES (139,392 SF)
ROOF AREA	23,716 SF
LOT COVERAGE	20.73%

BUILDING INFORMATION

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LEVEL 13	19,344 SF
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LEVEL 15	14,904 SF
TOTAL AREA:	**413,076 SF**

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TOTAL BUILDING AREA	**590,546 SF**
CIRCULATION	**37,505 SF**
MEP	**15,293 SF**
BOH	**21,664 SF**
RETAIL	**16,060 SF**
UNITS	**226,250 SF**
FITNESS	**2,150 SF**
POOL DECK	**10,230 SF**

PARKING REQUIREMENTS

PARKING REQUIRED

UNITS: (370@1.25 PER STUDIO	463 STALLS
RETAIL: (16,060SF @ 1/175 SF)	91 STALLS
TOTAL REQUIRED:	**554 STALLS**

PARKING PROVIDED

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GARAGE TANDEM	90 STALLS
ON SITE STANDARD	115 STALLS
STANDARD ACCESSIBLE STALLS	7 STALLS
VAN ACCESSIBLE STALLS	2 STALLS
TOTAL PROVIDED:	**492 STALLS**

EV&A

SCALE: 1" = 30'-0"

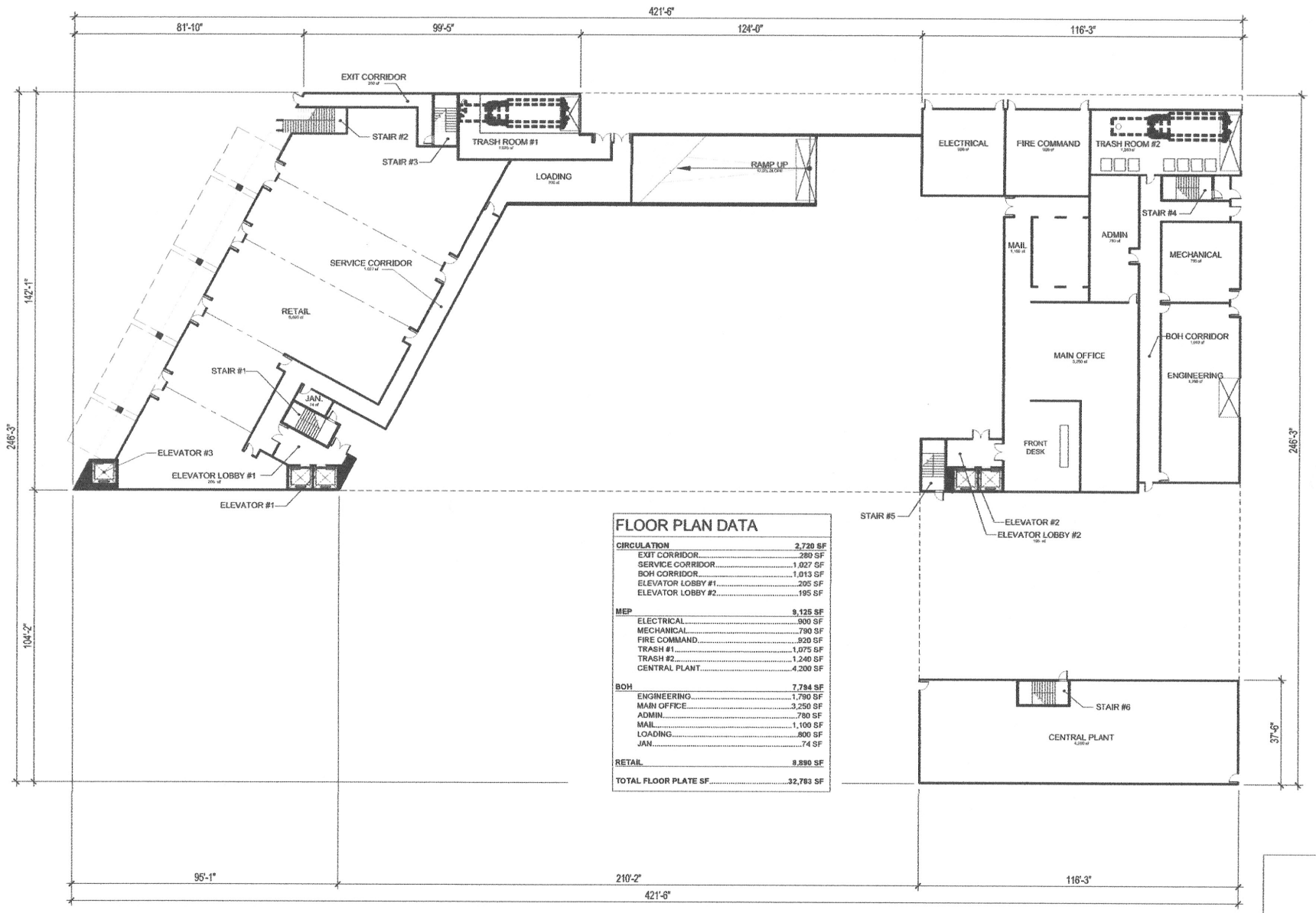
12.28.2016
20141141

THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

SITE PLAN

SP001

City Council Page 880



FLOOR PLAN DATA

CIRCULATION	**2,720 SF**
EXIT CORRIDOR	280 SF
SERVICE CORRIDOR	1,027 SF
BOH CORRIDOR	1,013 SF
ELEVATOR LOBBY #1	205 SF
ELEVATOR LOBBY #2	195 SF
MEP	**9,125 SF**
ELECTRICAL	900 SF
MECHANICAL	790 SF
FIRE COMMAND	920 SF
TRASH #1	1,075 SF
TRASH #2	1,240 SF
CENTRAL PLANT	4,200 SF
BOH	**7,794 SF**
ENGINEERING	1,790 SF
MAIN OFFICE	3,250 SF
ADMIN	780 SF
MAIL	1,100 SF
LOADING	800 SF
JAN.	74 SF
RETAIL	**8,890 SF**
TOTAL FLOOR PLATE SF	**32,783 SF**

EY&A

SCALE: 1/16" = 1'-0"

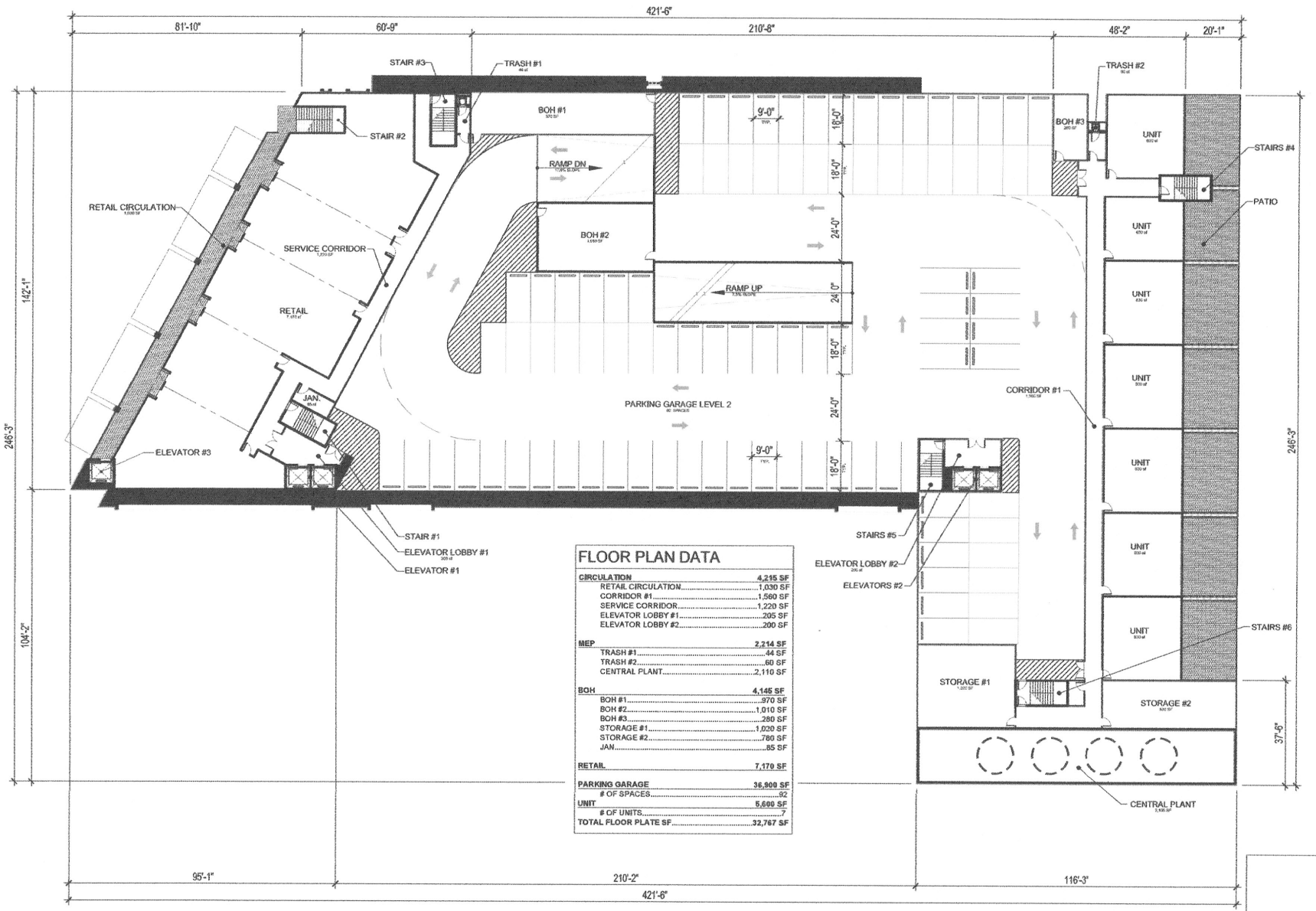
12.28.2016
2014141

THUNDERBIRD LOFTS
LAS CRUCES, NM

FLOOR PLAN - LEVEL 01

FP001

City Council - Page 881



FLOOR PLAN DATA

CIRCULATION	**4,215 SF**
RETAIL CIRCULATION	1,030 SF
CORRIDOR #1	1,560 SF
SERVICE CORRIDOR	1,220 SF
ELEVATOR LOBBY #1	205 SF
ELEVATOR LOBBY #2	200 SF
MEP	**2,214 SF**
TRASH #1	44 SF
TRASH #2	60 SF
CENTRAL PLANT	2,110 SF
BOH	**4,145 SF**
BOH #1	970 SF
BOH #2	1,010 SF
BOH #3	280 SF
STORAGE #1	1,020 SF
STORAGE #2	780 SF
JAN.	85 SF
RETAIL	**7,170 SF**
PARKING GARAGE	**36,900 SF**
# OF SPACES	92
UNIT	**5,600 SF**
# OF UNITS	7
TOTAL FLOOR PLATE SF	**32,767 SF**

EY&A

SCALE: 1/16" = 1'-0"

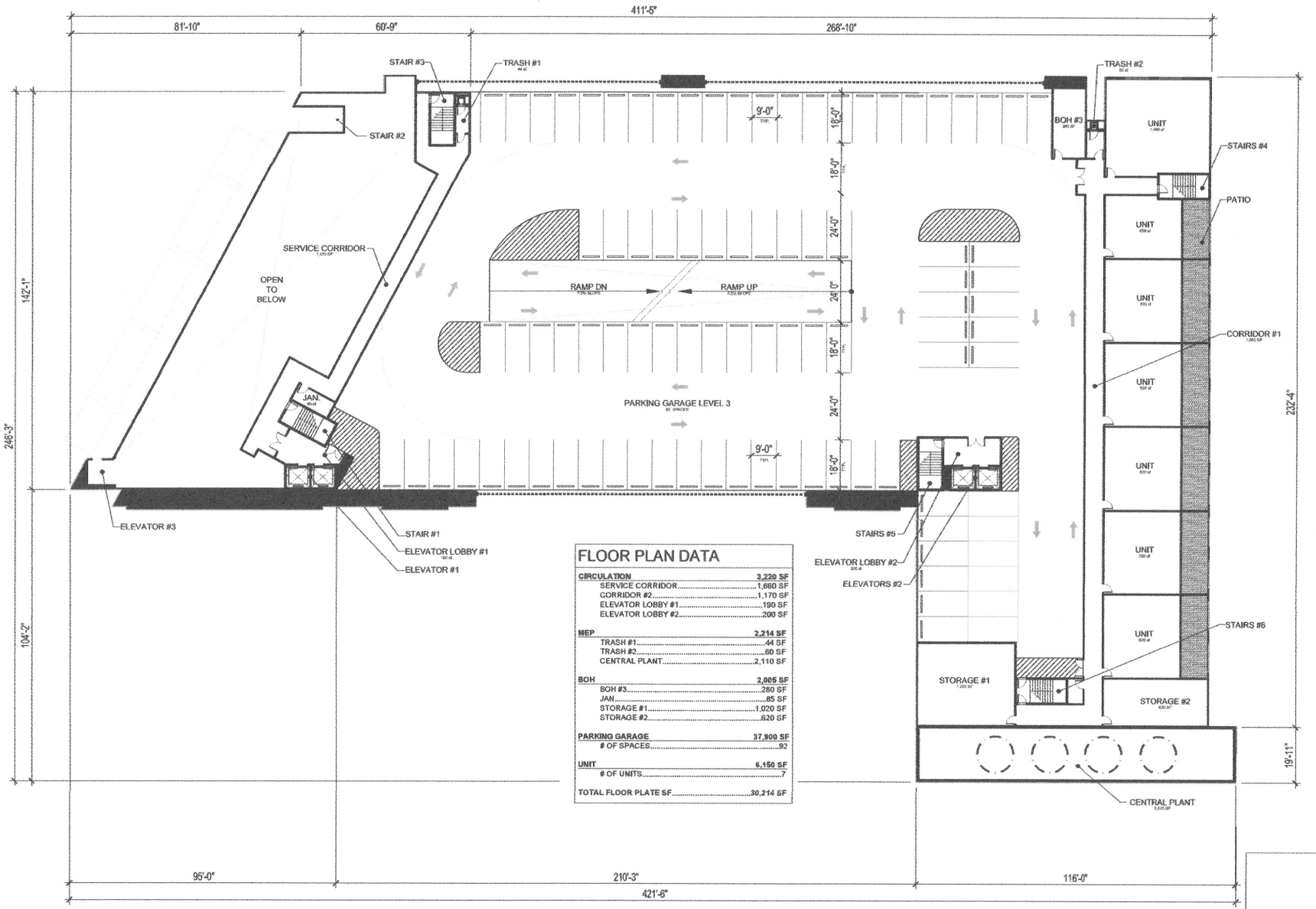
12.28.2016
2014141

THUNDERBIRD LOFTS
LAS CRUCES, NEW MEXICO

FLOOR PLAN - LEVEL 02

FP002

City Council Page 882



FLOOR PLAN DATA

CIRCULATION	**3,220 SF**
SERVICE CORRIDOR	1,660 SF
CORRIDOR #2	1,170 SF
ELEVATOR LOBBY #1	190 SF
ELEVATOR LOBBY #2	200 SF
MEP	**2,214 SF**
TRASH #1	44 SF
TRASH #2	60 SF
CENTRAL PLANT	2,110 SF
BOH	**2,005 SF**
BOH #3	260 SF
JAN.	85 SF
STORAGE #1	1,020 SF
STORAGE #2	620 SF
PARKING GARAGE	**37,900 SF**
# OF SPACES	92
UNIT	**6,150 SF**
# OF UNITS	7
TOTAL FLOOR PLATE SF	**30,214 SF**

EV&A

SCALE: 1/16" = 1'-0"

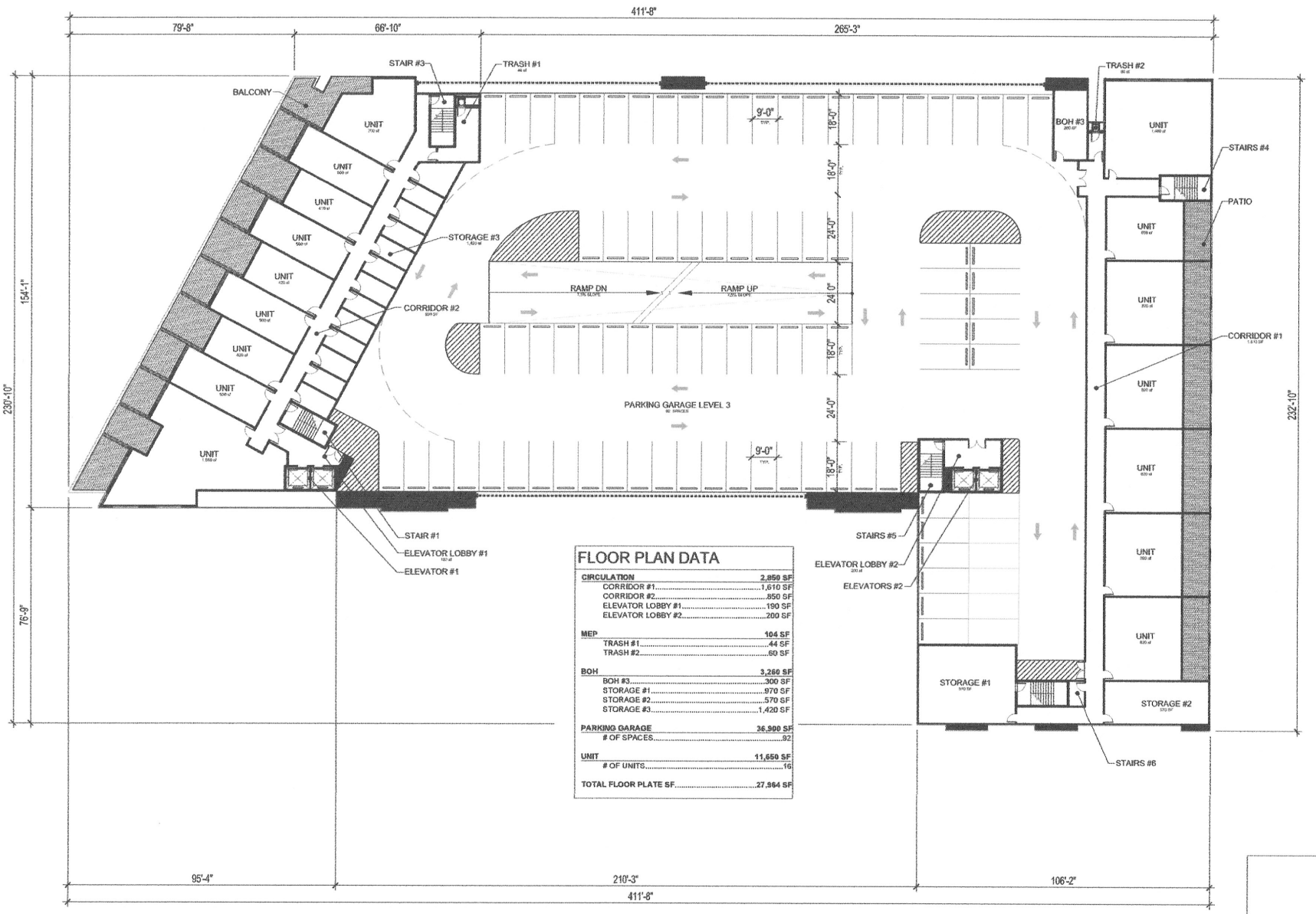
12.28.2016
2014141

THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

City Council - Page 883

FLOOR PLAN - LEVEL 03

FP003



FLOOR PLAN DATA

CIRCULATION	**2,850 SF**
CORRIDOR #1	1,610 SF
CORRIDOR #2	850 SF
ELEVATOR LOBBY #1	190 SF
ELEVATOR LOBBY #2	200 SF
MEP	**104 SF**
TRASH #1	44 SF
TRASH #2	60 SF
BOH	**3,260 SF**
BOH #3	300 SF
STORAGE #1	970 SF
STORAGE #2	570 SF
STORAGE #3	1,420 SF
PARKING GARAGE	**36,900 SF**
# OF SPACES	92
UNIT	**11,650 SF**
# OF UNITS	16
TOTAL FLOOR PLATE SF	**27,964 SF**

EV&A

SCALE: 1/16" = 1'-0"

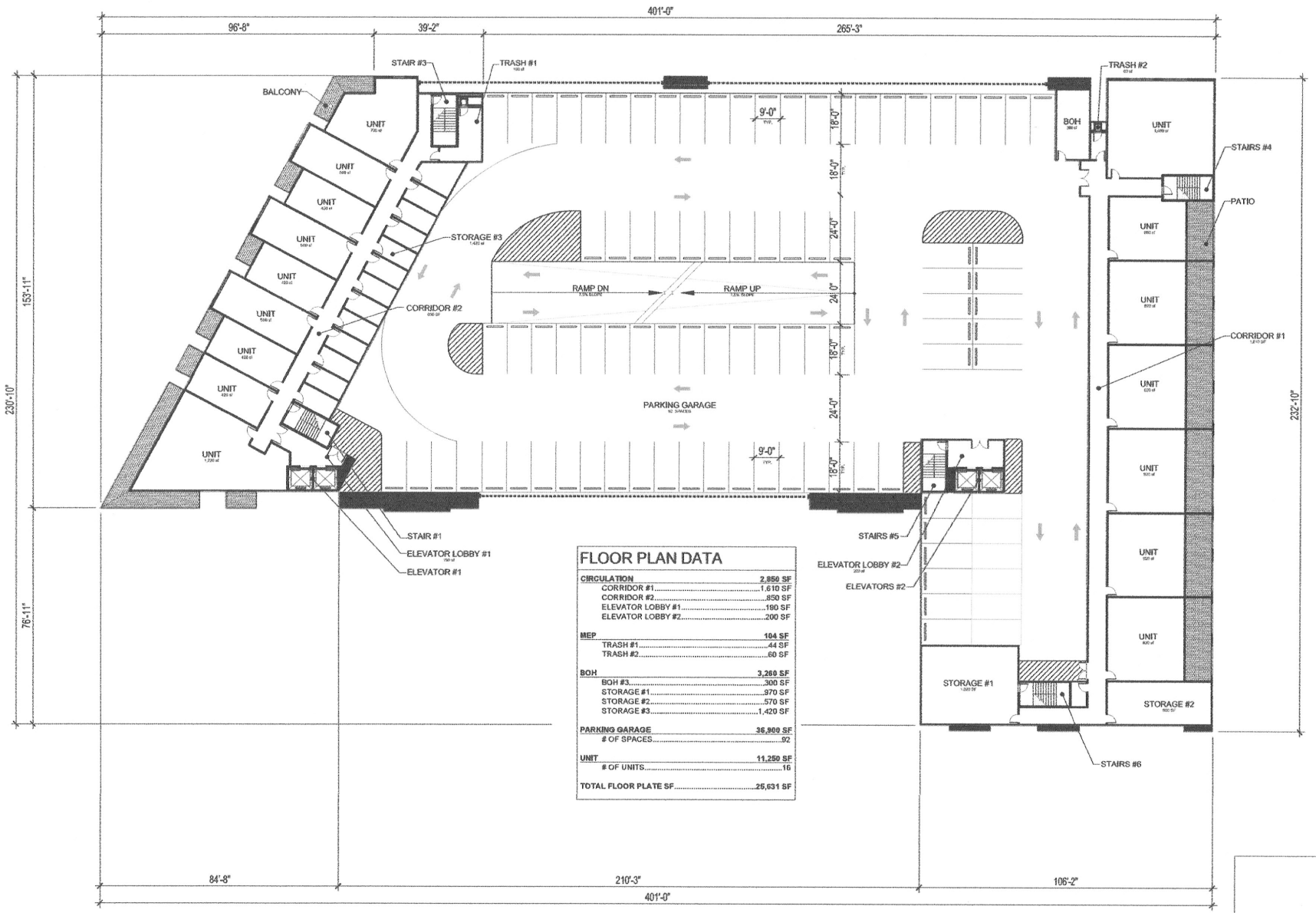
12.28.2016
2014141

THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

City Council Page 884

FLOOR PLAN - LEVEL 04

FP004



FLOOR PLAN DATA

CIRCULATION	**2,850 SF**
CORRIDOR #1	1,610 SF
CORRIDOR #2	850 SF
ELEVATOR LOBBY #1	190 SF
ELEVATOR LOBBY #2	200 SF
MEP	**104 SF**
TRASH #1	44 SF
TRASH #2	60 SF
BOH	**3,260 SF**
BOH #3	300 SF
STORAGE #1	970 SF
STORAGE #2	570 SF
STORAGE #3	1,420 SF
PARKING GARAGE	**36,900 SF**
# OF SPACES	92
UNIT	**11,250 SF**
# OF UNITS	16
TOTAL FLOOR PLATE SF	**25,631 SF**

EV&A

SCALE: 1/16" = 1'-0"

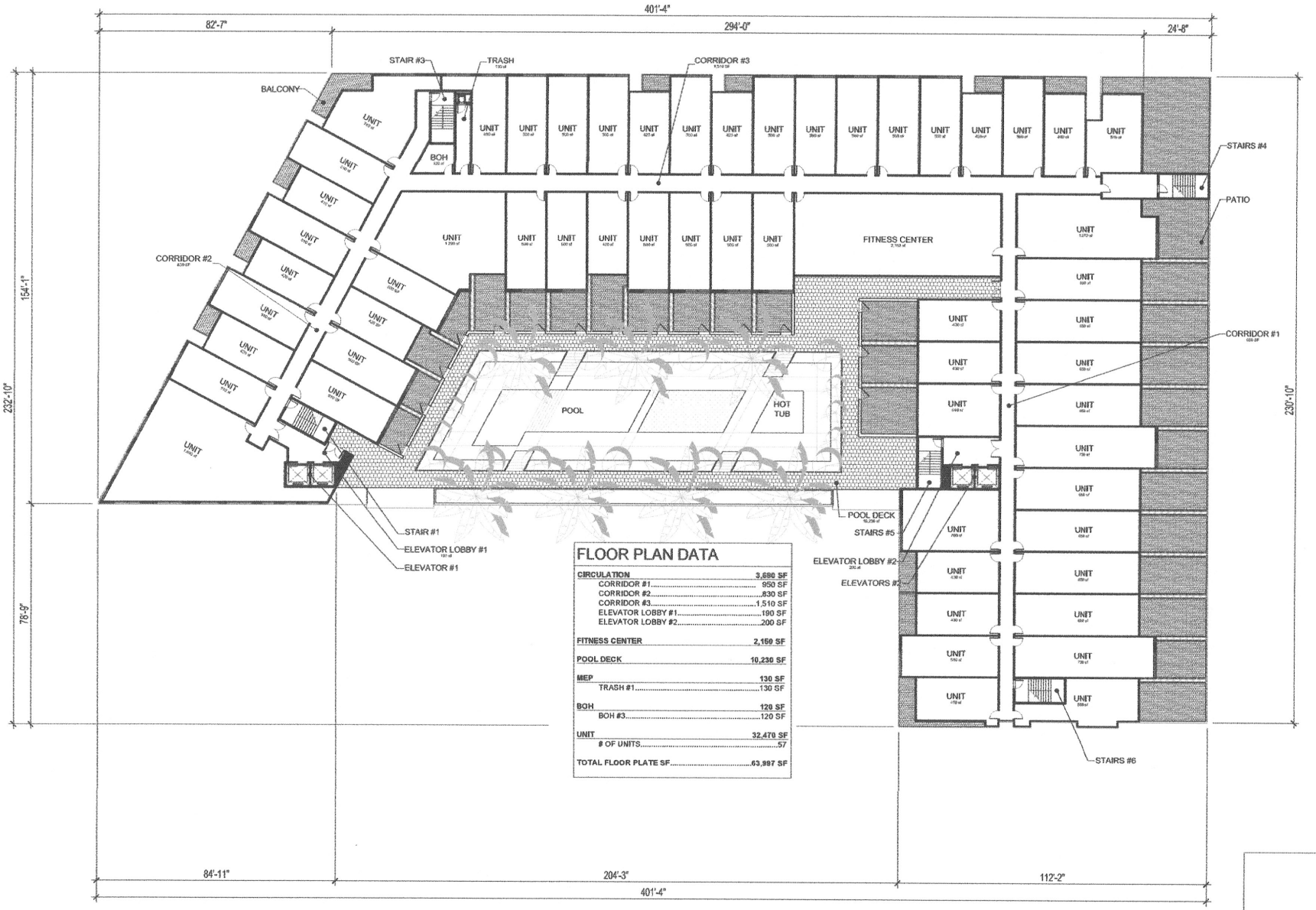
12.28.2016
2014141

THUNDERBIRD LOFTS
LAS CRUCES, NM

City Council - Page 885

FLOOR PLAN - LEVEL 05

FP005



FLOOR PLAN DATA

CIRCULATION	**3,680 SF**
CORRIDOR #1	950 SF
CORRIDOR #2	830 SF
CORRIDOR #3	1,510 SF
ELEVATOR LOBBY #1	190 SF
ELEVATOR LOBBY #2	200 SF
FITNESS CENTER	**2,150 SF**
POOL DECK	**10,230 SF**
MEP	**130 SF**
TRASH #1	130 SF
BOH	**120 SF**
BOH #3	120 SF
UNIT	**32,470 SF**
# OF UNITS	57
TOTAL FLOOR PLATE SF	**63,997 SF**

EVEA

SCALE: 1/16" = 1'-0"

12.28.2016
20141141

THUNDERBIRD LOFTS
LAS CRUCES, NM

FLOOR PLAN - LEVEL 06

FP006

City Council - Page 886



FLOOR PLAN DATA

CIRCULATION	**3,680 SF**
CORRIDOR #1	950 SF
CORRIDOR #2	830 SF
CORRIDOR #3	1,510 SF
ELEVATOR LOBBY #1	190 SF
ELEVATOR LOBBY #2	200 SF
MEP	**130 SF**
TRASH #1	130 SF
BOH	**120 SF**
BOH #3	120 SF
UNIT	**34,040 SF**
# OF UNITS	62
TOTAL FLOOR PLATE SF	**45,311 SF**

EV&A

SCALE: 1/16" = 1'-0"

12.28.2016
20141141

THUNDERBIRD LOFTS
LA City Council - Page 887

FLOOR PLAN - LEVEL 07

FP007



FLOOR PLAN DATA

CIRCULATION	**2,410 SF**
CORRIDOR #2	820 SF
CORRIDOR #3	1,400 SF
ELEVATOR LOBBY #1	190 SF
MEP	**130 SF**
TRASH #1	130 SF
BOH	**120 SF**
BOH #3	120 SF
UNIT	**24,370 SF**
# OF UNITS	41
TOTAL FLOOR PLATE SF	**31,039 SF**

EV&A

SCALE: 1/16" = 1'-0"

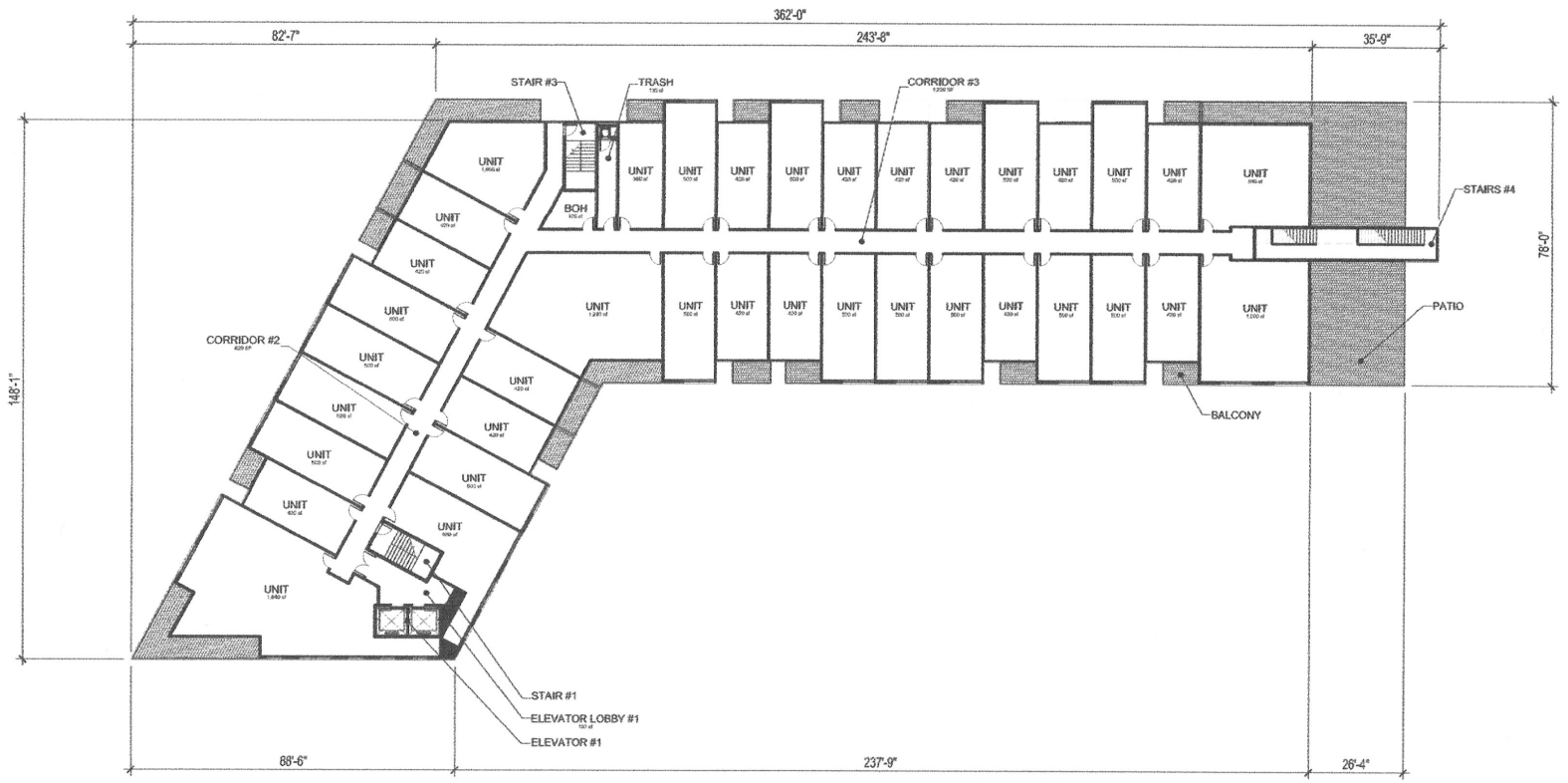
12.28.2016
20141141

THUNDERBIRD LOFTS
LAS CRUCES, NM

FLOOR PLAN - LEVEL 08

FP008

City Council Page 888



FLOOR PLAN DATA

CIRCULATION	**2,230 SF**
CORRIDOR #2	820 SF
CORRIDOR #3	1,220 SF
ELEVATOR LOBBY #1	190 SF
MEP	**130 SF**
TRASH #1	130 SF
BOH	**120 SF**
BOH #3	120 SF
UNIT	**20,610 SF**
# OF UNITS	37
TOTAL FLOOR PLATE SF	**29,026 SF**

EY&A

SCALE: 1/16" = 1'-0"

12.28.2016
20141141

THUNDERBIRD LOFTS
LAS CRUCES, NM

City Council - Page 889

FLOOR PLAN - LEVEL 09

FP009



FLOOR PLAN DATA

CIRCULATION	**2,050 SF**
CORRIDOR #2	820 SF
CORRIDOR #3	1,040 SF
ELEVATOR LOBBY #1	190 SF
MEP	**130 SF**
TRASH #1	130 SF
BOH	**120 SF**
BOH #3	120 SF
UNIT	**17,800 SF**
# OF UNITS	33
TOTAL FLOOR PLATE SF	**26,957 SF**

EV&A

SCALE: 1/16" = 1'-0"

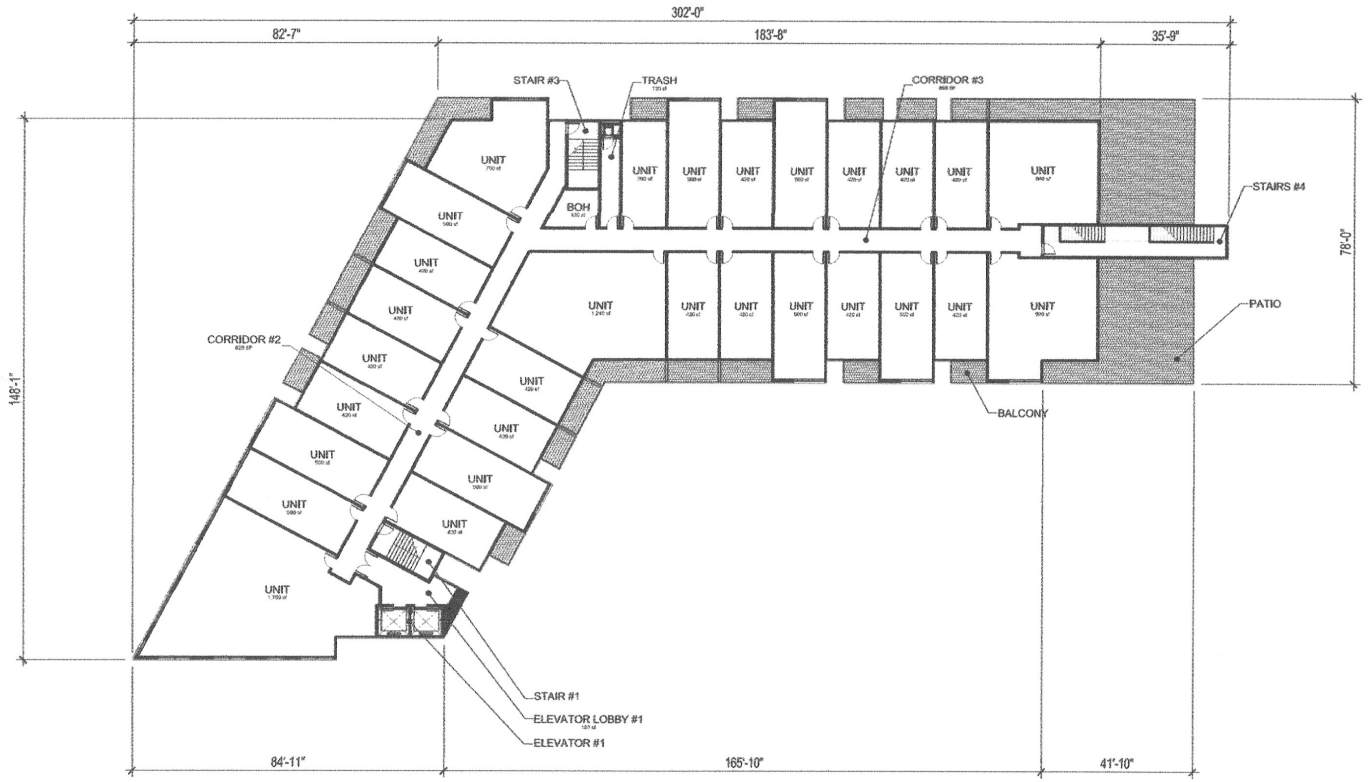
12.28.2016
2014141

THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

FLOOR PLAN - LEVEL 10

FP010

City Council Page 890



FLOOR PLAN DATA

CIRCULATION	**1,870 SF**
CORRIDOR #2	820 SF
CORRIDOR #3	860 SF
ELEVATOR LOBBY #1	190 SF
MEP	**130 SF**
TRASH #1	130 SF
BOH	**120 SF**
BOH #3	120 SF
UNIT	**16,110 SF**
# OF UNITS	29
TOTAL FLOOR PLATE SF	**24,040 SF**

EV&A

SCALE: 1/16" = 1'-0"

12.28.2016
20141141

THUNDERBIRD LOFTS
LAS CRUCES, NM

FLOOR PLAN - LEVEL 11

FP011

City Council - Page 891



FLOOR PLAN DATA

CIRCULATION	**1,690 SF**
CORRIDOR #2	820 SF
CORRIDOR #3	680 SF
ELEVATOR LOBBY #1	190 SF
MEP	**130 SF**
TRASH #1	130 SF
BOH	**120 SF**
BOH #3	120 SF
UNIT	**14,270 SF**
# OF UNITS	25
TOTAL FLOOR PLATE SF	**21,787 SF**

EV&A

SCALE: 1/16" = 1'-0"

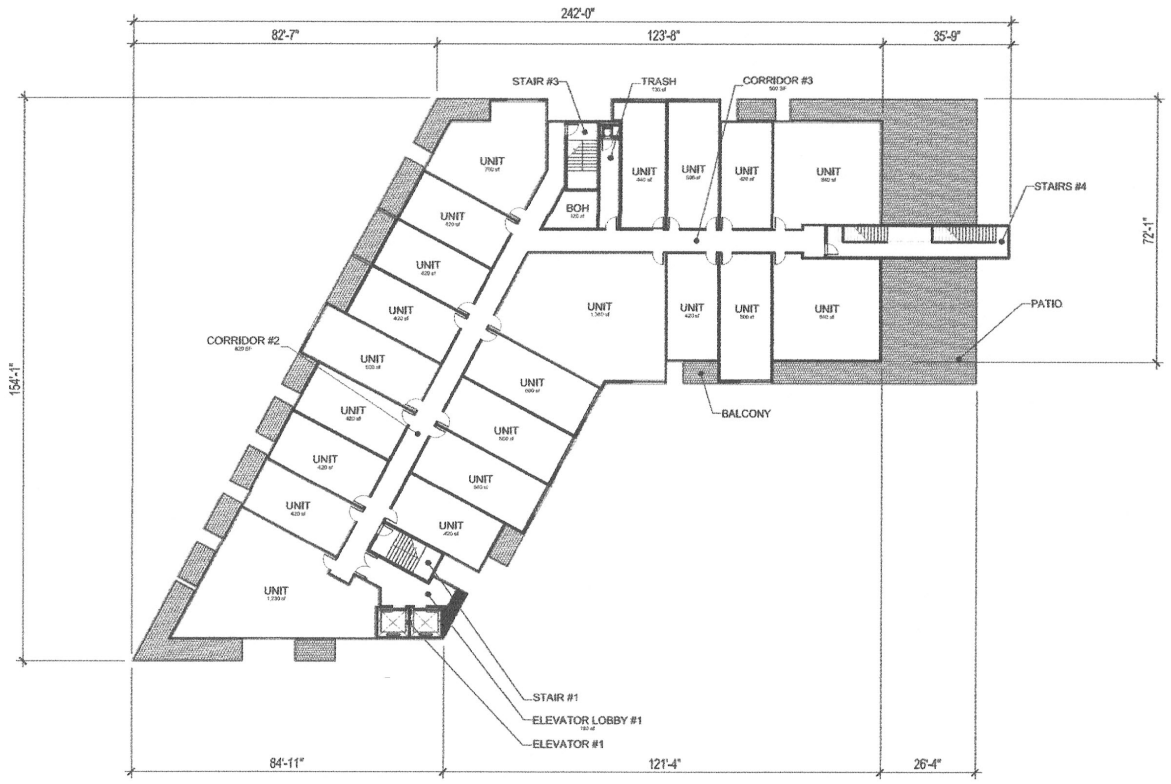
12.28.2016
20141141

THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

FLOOR PLAN - LEVEL 12

FP012

City Council Page 892



FLOOR PLAN DATA

CIRCULATION	**1,510 SF**
CORRIDOR #2	820 SF
CORRIDOR #3	500 SF
ELEVATOR LOBBY #1	190 SF
MEP	**130 SF**
TRASH #1	130 SF
BOH	**120 SF**
BOH #3	120 SF
UNIT	**12,190 SF**
# OF UNITS	21
TOTAL FLOOR PLATE SF	**19,344 SF**

EVEA

SCALE: 1/16" = 1'-0"

12.28.2016
20141141

THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

FLOOR PLAN - LEVEL 13

FP013

City Council Page 893



FLOOR PLAN DATA

CIRCULATION	**1,450 SF**
CORRIDOR #2	820 SF
CORRIDOR #3	440 SF
ELEVATOR LOBBY #1	190 SF
MEP	**130 SF**
TRASH #1	130 SF
BOH	**120 SF**
BOH #3	120 SF
UNIT	**10,850 SF**
# OF UNITS	10
TOTAL FLOOR PLATE SF	**17,200 SF**

EY&A

N

SCALE: 1/16" = 1'-0"

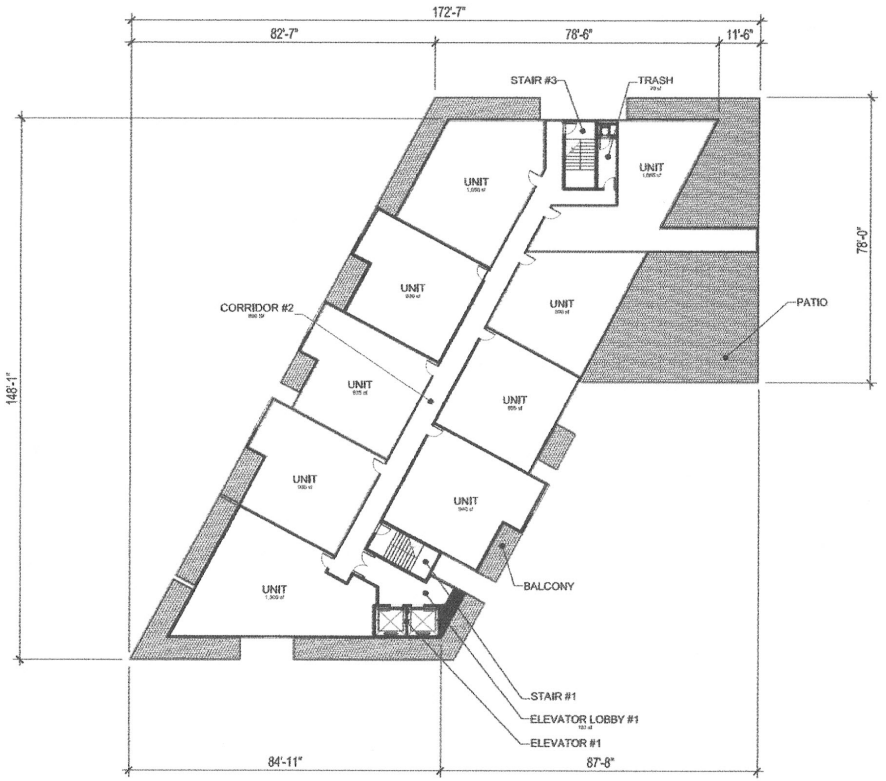
12.28.2016
2014141

THUNDERBIRD LOFTS
LAND USE PLAN

City Council - Page 894

FLOOR PLAN - LEVEL 14

FP014



FLOOR PLAN DATA

CIRCULATION	**1,080 SF**
CORRIDOR #2	890 SF
ELEVATOR LOBBY #1	190 SF
MEP	**70 SF**
TRASH #1	70 SF
BOH	**120 SF**
BOH #3	120 SF
UNIT	**8,890 SF**
# OF UNITS	9
TOTAL FLOOR PLATE SF	**14,904 SF**

EY&A

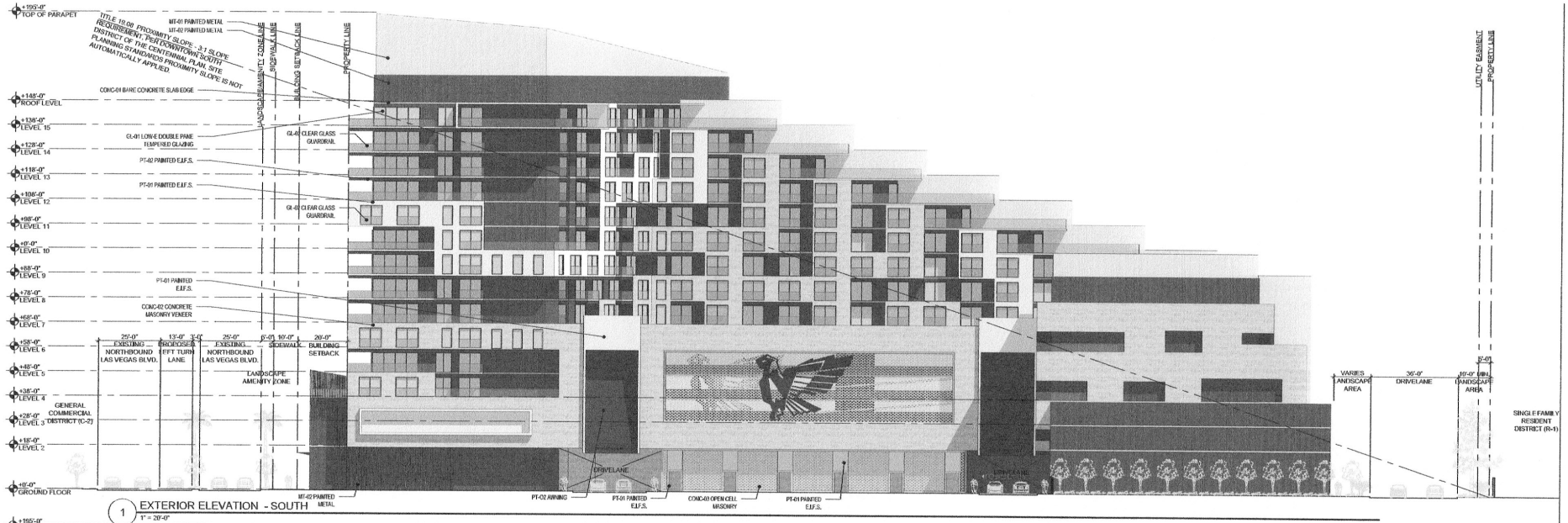
SCALE: 1/16" = 1'-0"

12.28.2016
20141141

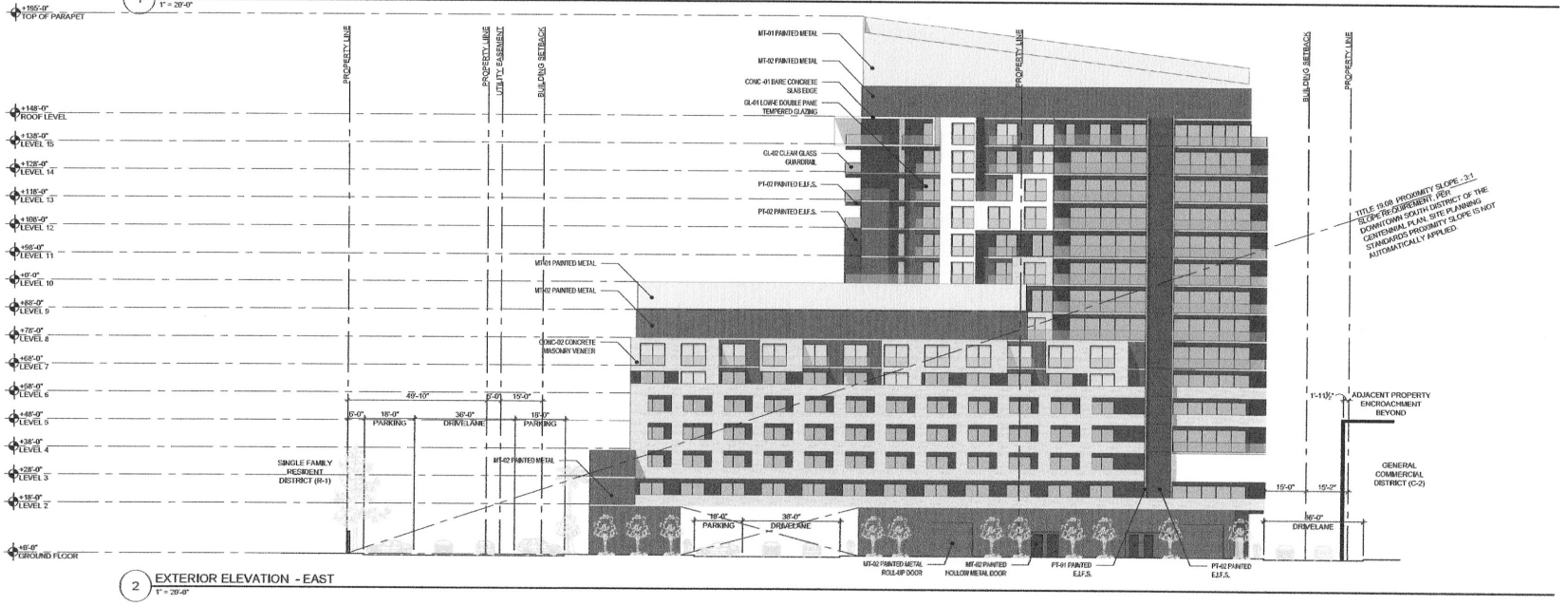
THUNDERBIRD LOFTS
LA City Council - Page 895

FLOOR PLAN - LEVEL 15

FP015



1 EXTERIOR ELEVATION - SOUTH
1" = 20'-0"



2 EXTERIOR ELEVATION - EAST
1" = 20'-0"

EV&A

N

0 8" 16" 32"
SCALE: 1/16" = 1'-0"

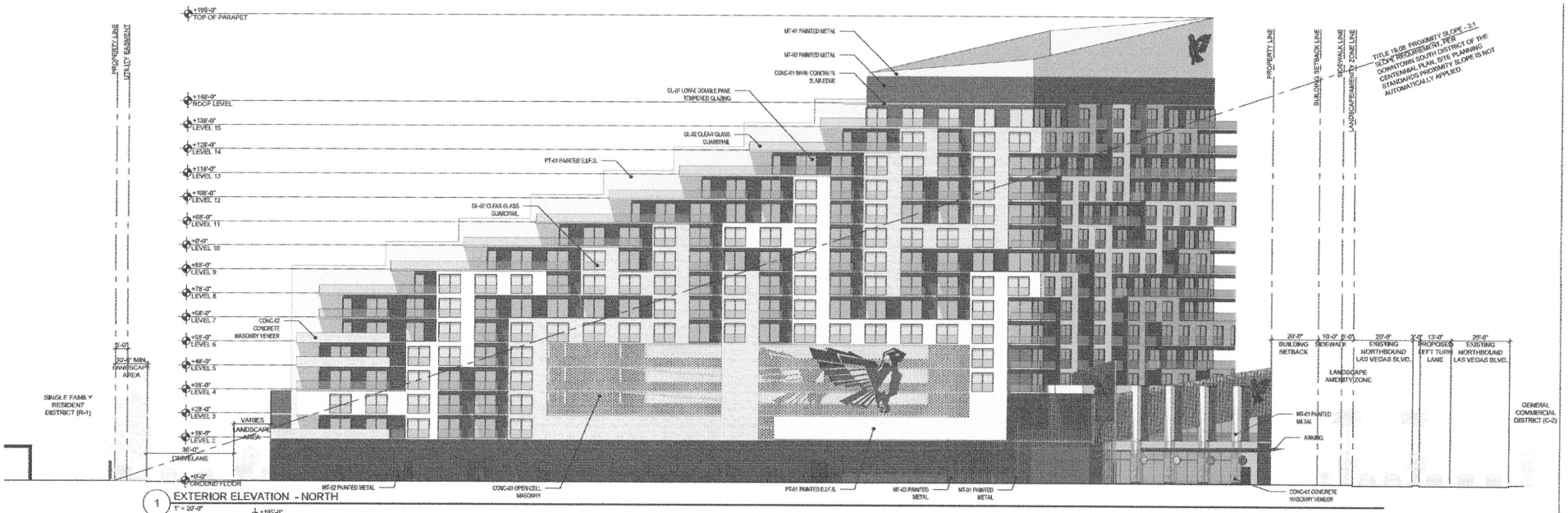
12.28.2016
2014141

THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

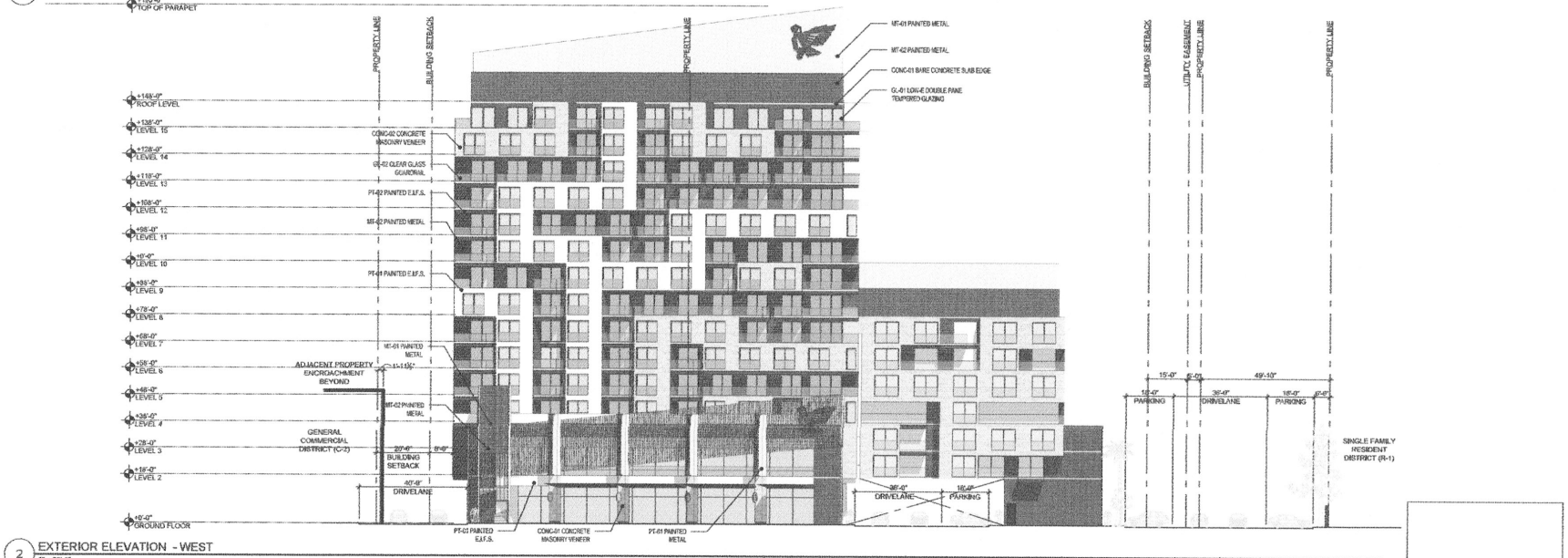
City Council Page 896

EXTERIOR ELEVATIONS

EV001



1 EXTERIOR ELEVATION - NORTH
1" = 20'-0"



2 EXTERIOR ELEVATION - WEST
1" = 20'-0"

EV&A

SCALE: 1/16" = 1'-0"

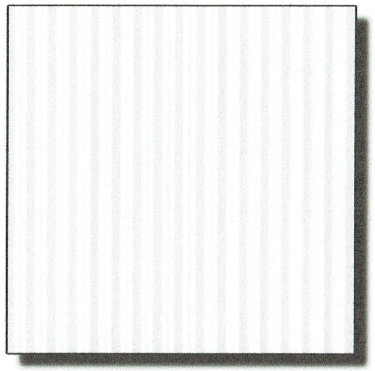
12.28.2016
20141411

THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

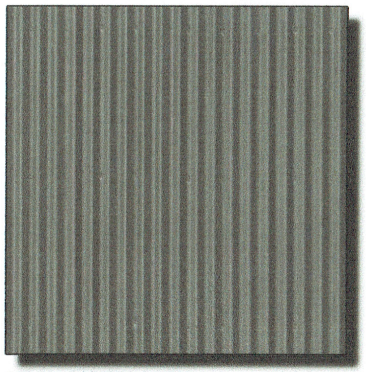
EXTERIOR ELEVATIONS

EV002

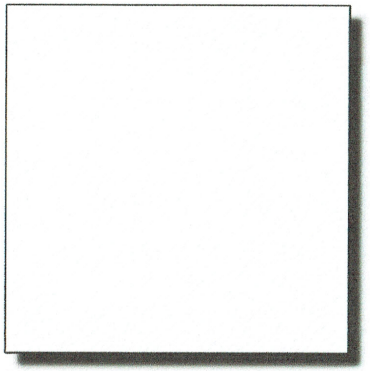
City Council - Page 897



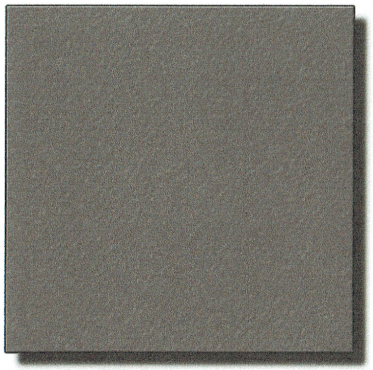
MT-01 : PAINTED METAL



MT-02 : PAINTED METAL



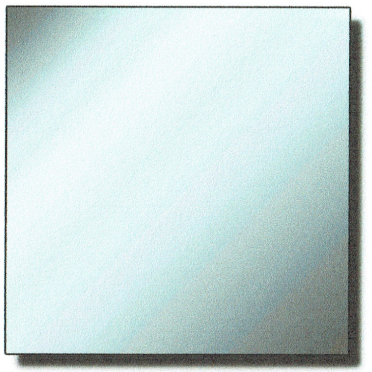
PT-01 : PAINTED EIFS



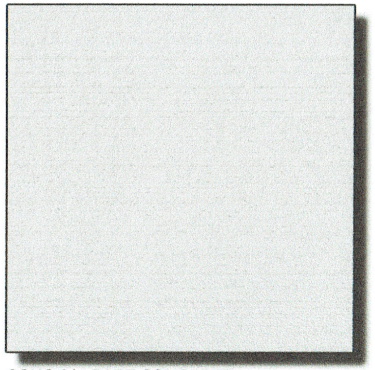
PT-02 : PAINTED EIFS



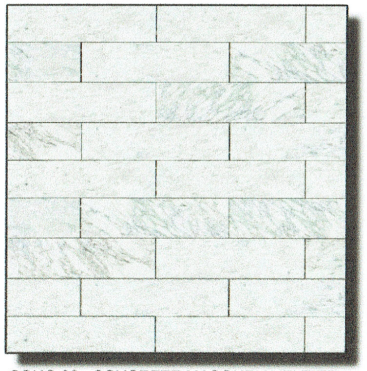
GL-01 : LOW E TEMPERED GLAZING



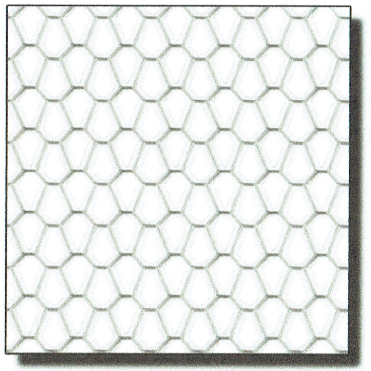
GL-02 : CLEAR GLASS GUARDRAIL



CONC-01 : BARE CONCRETE



CONC-02 : CONCRETE MASONRY VENEER



CONC-03 : OPEN CELL MASONRY

EV&A

SCALE: 1/16" = 1'-0"

12.28.2016
2014141

THUNDERBIRD LOFTS
LAND USE / DEVELOPMENT PERMIT

MATERIAL BOARD

MB001

City Council - Page 898



21-0221-EOT1 - APPLICANT/OWNER: 1215 S LAS VEGAS BLVD, LLC
1213 AND 1215 SOUTH LAS VEGAS BOULEVARD AND 516 PARK PASEO

05/25/21



21-0221-EOT1 - APPLICANT/OWNER: 1215 S LAS VEGAS BLVD, LLC
1213 AND 1215 SOUTH LAS VEGAS BOULEVARD AND 516 PARK PASEO

05/25/21



21-0221-EOT1 - APPLICANT/OWNER: 1215 S LAS VEGAS BLVD, LLC
1213 AND 1215 SOUTH LAS VEGAS BOULEVARD AND 516 PARK PASEO

05/25/21



21-0221-EOT1 - APPLICANT/OWNER: 1215 S LAS VEGAS BLVD, LLC
1213 AND 1215 SOUTH LAS VEGAS BOULEVARD AND 516 PARK PASEO

05/25/21

March 17, 2021

City of Las Vegas
Planning & Development Department
333 North Rancho Drive
Las Vegas, NV 89106

Re: Letter of Justification – Request for an Extension of Time of SDR-68404 and ZON-68403

To Whom It May Concern:

On April 19, 2017, the City Council approved both a Site Development Plan, SDR-68404, and Rezoning, ZON-68403, for a 15-story Mixed-Use Development consisting of 370 residential units and 16,060 square feet of retail space on 3.63 acres at 1213 and 1215 South Las Vegas Boulevard and 516 Park Paseo (APN's 162-03-112-022, 028, 029 and 033).

Since City Council's original approval in April 2017 and the first extension of time in May 2019 beginning the development of the Thunderbird Lofts has been not been possible. The unforeseen events of 2020 have impacted the economic climate in the Vegas Valley causing tremendous slowdown for commercial construction in Downtown Las Vegas

I am requesting a second extension of time for an additional two (2) years to begin the development of this project.

Thank you for considering my request.

Respectfully,

Ilan Gorodezki
Manager

Enclosures

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
51

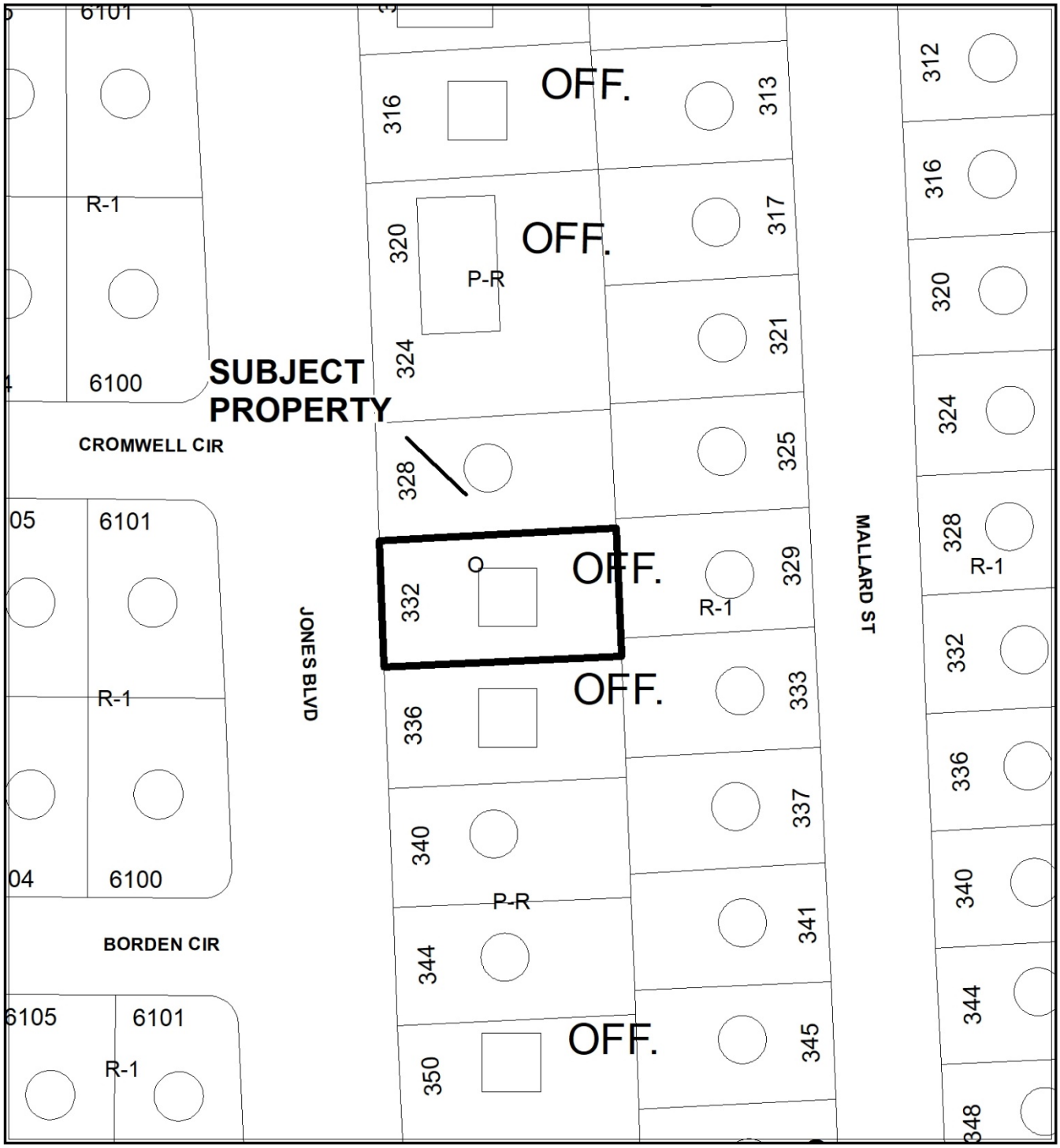
DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
21-0277-EOT1 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: SERENITY BIRTH CENTER, LLC - For possible action on a request for a first Extension of Time of an approved Variance (VAR-75818) TO ALLOW A ZERO-FOOT SETBACK WHERE A FIVE-FOOT SETBACK IS THE MINIMUM REQUIRED FOR A PROPOSED MONUMENT SIGN at 332 South Jones Boulevard (APN 138-36-210-008), O (Office) Zone, Ward 1 (Knudsen). 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 and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - VAR-75818 [PRJ-75764]
6. Justification Letter



0 55 110
Feet

CASE: 21-0277-EOT1

ZONING OF SUBJECT PROPERTY: O (OFFICE)

N



0 55 110 Feet

CASE: 21-0277-EOT1

ZONING OF SUBJECT PROPERTY: O (OFFICE)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 7, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: SERENITY BIRTH CENTER, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0277-EOT1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NOTICES MAILED N/A

PROTESTS 0

APPROVALS 0

** CONDITIONS **

21-0277-EOT1 CONDITIONS

Planning

1. This approval shall expire on May 15, 2023 unless another Extension of Time is approved by the City of Las Vegas.

2. Conformance to the Conditions of Approval for Variance (VAR-75818) and all other related actions as required by the Department of Planning and the Department of Public Works.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

JB

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant has requested an Extension of Time for an approved Variance (VAR-75818) to allow a zero-foot setback where a five-foot setback is the minimum required for a proposed Monument Sign at 332 South Jones Boulevard. This is the first requested Extension of Time for this application.

ISSUES

- This is the first Extension of Time request for the approved Variance (VAR-75818).
- Variance (VAR-75818) was set to expire on May 15, 2021. The applicant submitted the application for an Extension of Time on May 6, 2021.

ANALYSIS

On May 15th, 2019 the City Council approved a Variance (VAR-75818) to allow a zero-foot setback where a five-foot setback is the minimum required for a proposed Monument Sign at 332 South Jones Boulevard. Per Condition #2 of the approved Variance (VAR-75818) the entitlement was set to expire in two-years from the approval date on May 15th, 2021.

Title 19.16.140 of the Unified Development Code deems a Variance exercised upon the issuance of a building permit; as none have been issued the Variance is set to expire. The applicant is requesting an Extension of Time to ensure the Variance does not expire. The applicant has indicated in the submitted justification letter date stamped May 6th, 2021 the project has been delayed due to, “delays caused by construction delays due to the Covid-19 pandemic.” Staff supports this request, as approval of this Extension of Time will not negatively affect development in the area.

FINDINGS (21-0277-EOT1)

The Variance (VAR-75818) has not been exercised in accordance with the requirements of Title 19.16, as a building permit has not been issued for the proposed Monument Sign. Staff recommends approval of this Extension of Time request with a two-year time limit, as the proposed Monument Sign can still be performed harmoniously with the surrounding residential and commercial land uses in the area.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/18/94	The City Council approved a request for a Rezoning (Z-0026-91) from R-1 (Single Family Residential) to P-R (Professional Office and Parking) at 332 South Jones Boulevard.
10/17/18	The City Council approved a request for a Rezoning (ZON-74058) from P-R (Professional Office and Parking) to O (Office) at 332 South Jones Boulevard. Planning Commission recommended approval and staff recommended denial.
	The City Council approved a request for a Variance (VAR-74059) to allow a five-foot side yard setback where 10 feet is required and a lot width of 65 feet where 100 feet is required at 332 South Jones Boulevard. Planning Commission recommended approval and staff recommended denial.
	The City Council approved a request for a Special Use Permit (SUP-74060) for a Hospital Use [two-bed Birthing Center] at 332 South Jones Boulevard. Planning Commission recommended approval and staff recommended denial.
05/15/19	The City Council approved a request for a Variance (VAR-75818) to allow a zero-foot setback where a five-foot setback is the minimum required for a proposed Monument Sign at 332 South Jones Boulevard. The Planning Commission recommended approval of the request.

Most Recent Change of Ownership	
10/31/18	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c. 1961	The existing building was constructed.
01/07/05	A business license (#P50-01688) was issued for Professional Services at 332 South Jones Boulevard. The license expired on 01/01/13.
11/21/05	A business license (#Q01-00653) was issued for a Real Estate Business at 332 South Jones Boulevard. The license was inactive on 11/28/14.
01/14/14	A business license (#Q03-04978) was issued for a Real Estate Salesperson at 332 South Jones Boulevard. The license was inactive on 09/28/16.
10/25/17	A business license (#G65-07817) was issued for a Management or Consultant Service at 332 South Jones Boulevard. The license was inactive on 01/30/18.
02/25/18	A business license (#G66-01363) was issued for Professional Services – Medical at 332 South Jones Boulevard. The license expires on 03/01/19.

Related Building Permits/Business Licenses	
05/17/19	A business license (#G67-02675) was issued for Medical Professional Services at 332 South Jones Boulevard. The license was inactive on 08/27/20.
12/31/19	A building permit (#C19-04573) was issued for interior remodeling (Serenity Birthing Center) at 332 South Jones Boulevard. The permit was finalized on 02/18/21.

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.

Field Check	
05/13/21	A routine field check was conducted by staff noted that there is an existing temporary wooden pylon sign located in the front yard landscaping buffer adjacent to Jones Boulevard.

Details of Application Request	
Site Area	
Net Acres	0.18

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Hospital	O (Office)	O (Office)
North	Office, Medical or Dental	O (Office)	P-R (Professional Office and Parking)
South	Office, Other than Listed	O (Office)	P-R (Professional Office and Parking)
East	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 175 Feet	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	Y
Project of Regional Significance	Y

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
South Jones Boulevard	Major Collector	Master Plan of Streets & Highways	82	Y

Pursuant to approved Variance (VAR-75818), the following standards apply:

Monument Signs:			
Standards	***Allowed***	***Provided***	***Compliance***
Maximum Number	1 / Street frontage 1 total	1 / Street frontage 1 total	Y
Maximum Area	75 SF /sign	16 SF /sign	Y
Maximum Height	8 Feet	7 Feet	Y
Minimum Setback	5 Feet	0 Feet	Y
Illumination	Internal/External	External landscape flood lights on each side of the sign	Y

Print Form

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Extension of Time for VAR-75818

Project Address (Location) Jones & Cromwell (332 S Jones Blvd)

Project Name Serenity Birth Center - 1st EOT on VAR-75818 **Proposed Use** Office/Hospital

Assessor's Parcel #(s) 138-36-210-008 **Ward #** 1

General Plan: Existing 0 Proposed N/A **Zoning:** Existing 0 Proposed N/A

Additional Information

Property Owner Serenity Birth Center LLC Contact April Clyde
Address 332 S Jones Blvd City Las Vegas State NV Zip 89107
E-mail april@babys1stday.com Phone

Applicant Serenity Birth Center LLC Contact April Clyde
Address 332 S Jones Blvd City Las Vegas State NV Zip 89107
E-mail april@babys1stday.com Phone

Representative G.C. Garcia, Inc. Contact Doug Rankin
Address 1055 Whitney Ranch Dr., Suite 210 City Henderson State NV Zip 89014
E-mail acole@gcgarciainc.com Phone (702) 435-9909

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)**

Partner(s)

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature April Clyde
An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name April Clyde, State of Nevada, Clark Co.

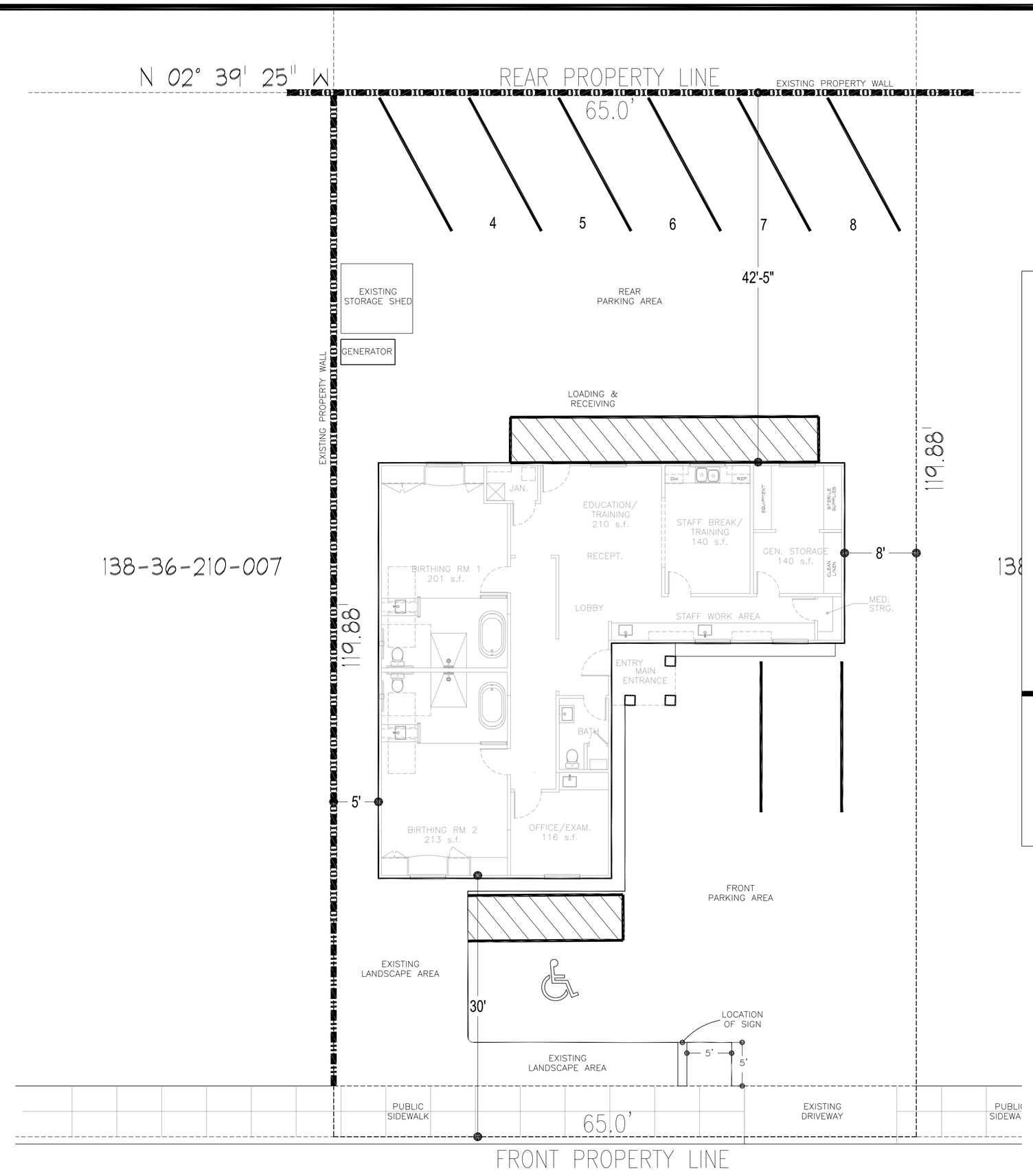
Subscribed and sworn before me

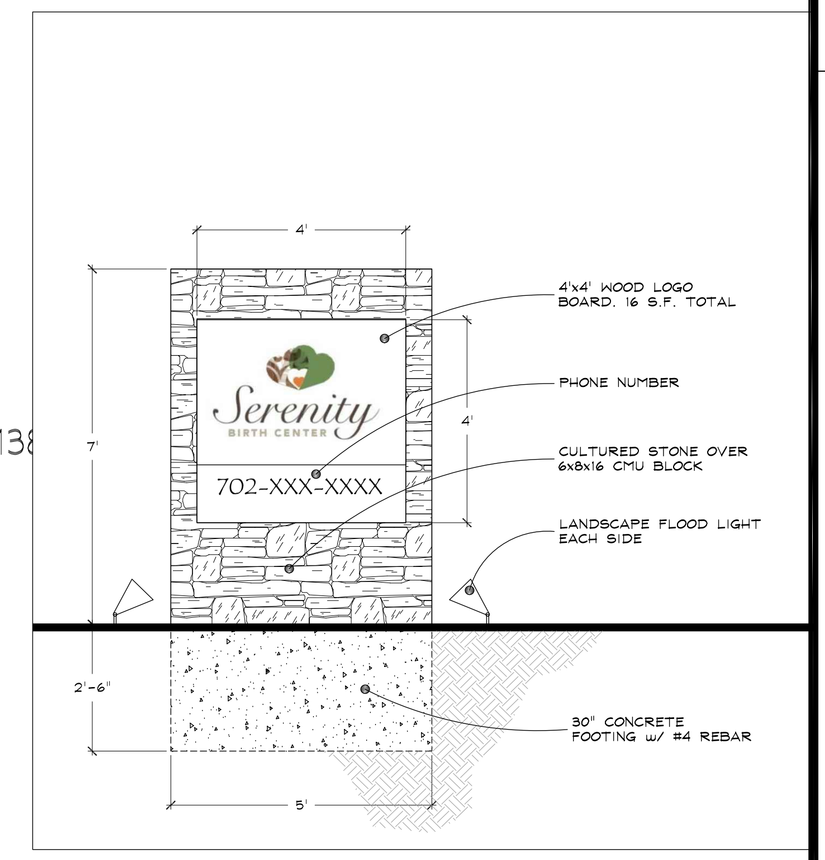
This 4TH day of May, 20 21

Notary Public in and for said County and State

GALINA KIROVA
Notary Public, State of Nevada
Appointment No. 10-1103-1
My Appt. Expires Nov 20, 2021

21-0277
05/06/2021





SIGN ELEVATION

1/2" = 1'

N

SITE PLAN

TIBURON CONSTRUCTION
Commercial & Residential Contractors
Nevada Contractors License #76431

3110 S. POLARIS
SUITE 2
LAS VEGAS
NEVADA
89102

CONTRACTOR:

Serenity Birthing Center

OWNER

April Clyde
7994 Lookout Rock Cir.
Las Vegas, NV 89129

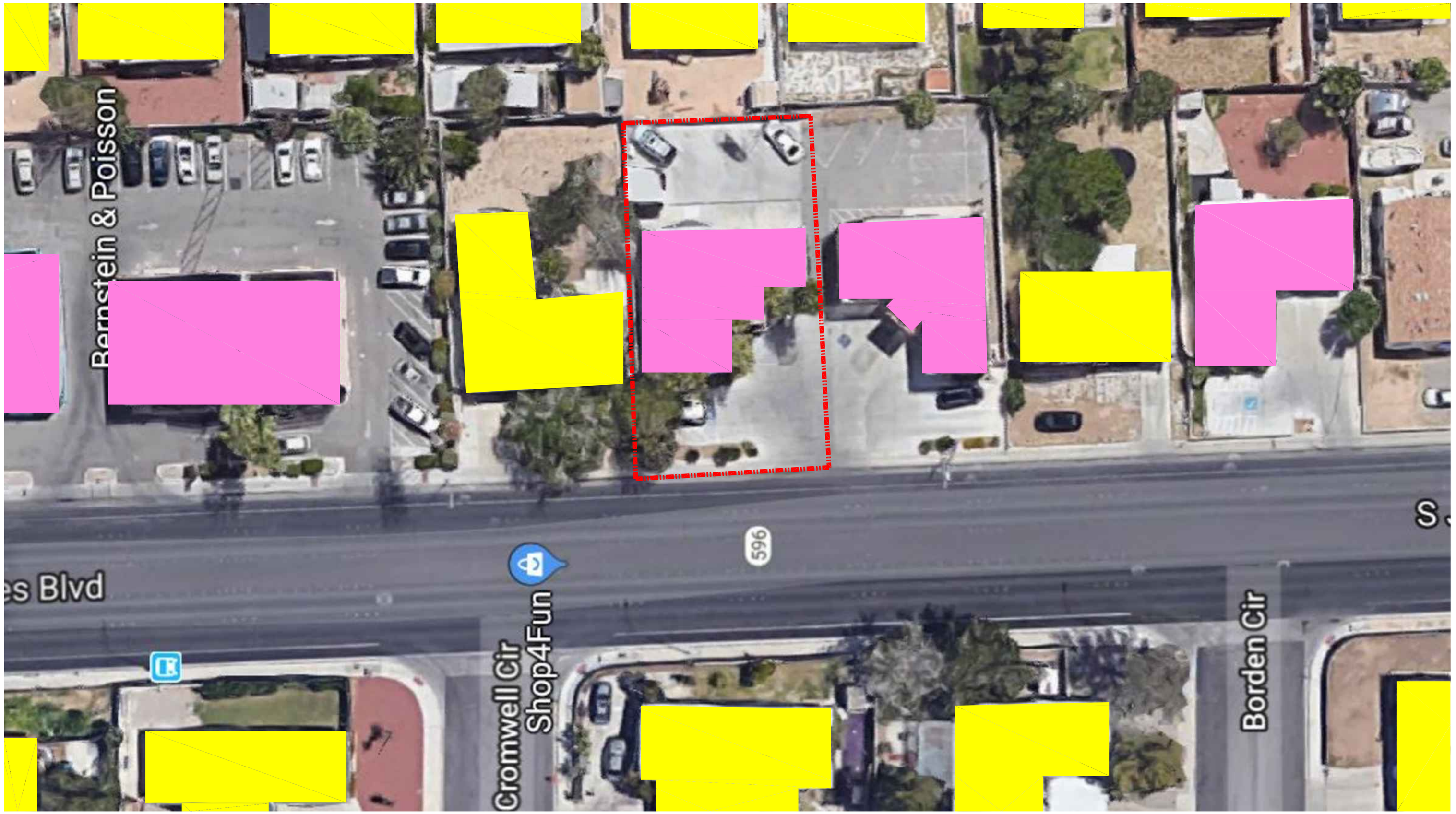
Serenity Birthing Center
Tenant Improvement
332 S. Jones Blvd. Las Vegas, NV 89107

MARK	DATE	DESCRIPTION

PROJECT NO: 7769
CAD DWG FILE: SERENITY BIRTHING CTR.DWG
DRAWN BY: Rob Adams
CHECKED BY: David Popp
SIGNED BY:
SHEET TITLE: SITE PLAN

AS.1

21-0277
05/06/2021



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21-0277
05/06/2021

AERIAL PLAN

T I B U R O N
CONSTRUCTION
Commercial & Residential Contractors
Nevada Contractors License #76431

3110 S. POLARIS
SUITE 2
LAS VEGAS
NEVADA
89102

CONTRACTOR:

Serenity Birthing Center

OWNER

April Clyde
7994 Lookout Rock Cir.
Las Vegas, NV 89129

Serenity Birthing Center
Tenant Improvement
332 S. Jones Blvd. Las Vegas, NV 89107

MARK	DATE	DESCRIPTION

PROJECT NO: 7769
CAD DWG FILE: SERENITY BIRTHING CTR.DWG
DRAWN BY: Rob Adams
CHECKED BY: David Popp
SIGNED BY:
SHEET TITLE

SITE PLAN

AS.1



21-0277-EOT1 - APPLICANT/OWNER: SERENITY BIRTH CENTER, LLC
332 SOUTH JONES BOULEVARD

05/13/21



21-0277-EOT1 - APPLICANT/OWNER: SERENITY BIRTH CENTER, LLC
332 SOUTH JONES BOULEVARD

05/13/21

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

LOIS TARKANIAN
Mayor Pro Tem

STAVROS S. ANTHONY
BOB COFFIN
MICHELE FIORE
CEDRIC CREAR
WARD 2 *(Vacant)*

SCOTT D. ADAMS
City Manager

DEPARTMENT OF PLANNING

ROBERT SUMMERFIELD
DIRECTOR

DEVELOPMENT SERVICES CENTER
DEPARTMENT OF PLANNING
333 N. RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NV 89106
702.229.6301 | VOICE
702.474.7463 | FAX
711 | TTY

cityoflasvegas
lasvegasnevada.gov

May 16, 2019

Ms. April Clyde
Serenity Birth Center, LLC
332 South Jones Boulevard
Las Vegas, Nevada 89107

RE: VAR-75818 [PRJ-75764] - VARIANCE
CITY COUNCIL MEETING OF MAY 15, 2019

Dear Ms. Clyde:

The City Council at a regular meeting held on May 15, 2019 voted to ***APPROVE*** a request for a Variance TO ALLOW A ZERO-FOOT SETBACK WHERE A FIVE-FOOT SETBACK IS THE MINIMUM REQUIRED FOR A PROPOSED MONUMENT SIGN at 332 South Jones Boulevard (APN 138-36-210-008), O (Office) Zone, Ward 1 (Tarkanian) [PRJ-75764].

This approval is subject to the following conditions:

Planning

1. Conformance to the approved conditions for Special Use Permit (SUP-74060).

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. 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 Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

21-0277
05/06/2021

The Notice of Final Action was filed with the Las Vegas City Clerk on May 16, 2019.

Sincerely,

Robert Summerfield, AICP
Director
Department of Planning

RTS:PL:clb

cc: Mr. Doug Rankin
G.C. Garcia, Inc.
1055 Whitney Ranch Drive, Suite #210
Henderson, Nevada 89014

21-0277
05/06/2021

GCGARCIA

April 30, 2021

Seth Floyd, Director
Planning Department
City of Las Vegas
333 N. Rancho Drive
Las Vegas, NV 89106

RE: Justification Letter: Jones & Cromwell
Request for an Extension of Time for a Variance (VAR-75818) to Reduce the Setback of a Sign
APN#: 138-36-210-008

Dear Mr. Floyd:

On behalf of our client, Serenity Birth Center, LLC, please accept this letter as a request for a two-year Extension of Time for a Variance (VAR) on a parcel located on the east side of Jones Blvd and north of Alta Dr, at 332 S. Jones Blvd (APN# 138-36-210-008) to allow a sign to have a setback of zero feet from the right of way where 5 is required.

The new sign is proposed to be 7 feet in height and 4 feet in width, with a sign area of 16 square feet. These dimensions as proposed meet the requirements for signage in the O (Office) zoning district. The sign will be lighted by external landscape flood lights on each side of the sign. The sign is proposed to be located within the existing landscape buffer area along the street frontage of Jones Boulevard with a setback of zero feet.

The Center has now opened and is ready for signage, however due to construction delays and the Covid19 outbreak an Extension of Time is needed for the Variance (VAR-75818) to extend it to May 15, 2023 from the original expiration date of May 15, 2021.

We would appreciate your favorable consideration of this project. Should you have any questions or concerns regarding this request, please contact this office.

Sincerely,

Doug Rankin, AICP
Planning Manager

21-0277
05/06/2021

GCGARCIA
A Planning & Development Services Corporation
1055 Whitney Ranch Dr., Suite 210, Henderson, NV 89014
Telephone: (702) 435-9909 Facsimile: (702) 435-0457 E-Mail: ggarcia@gcgarciainc.com

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
52

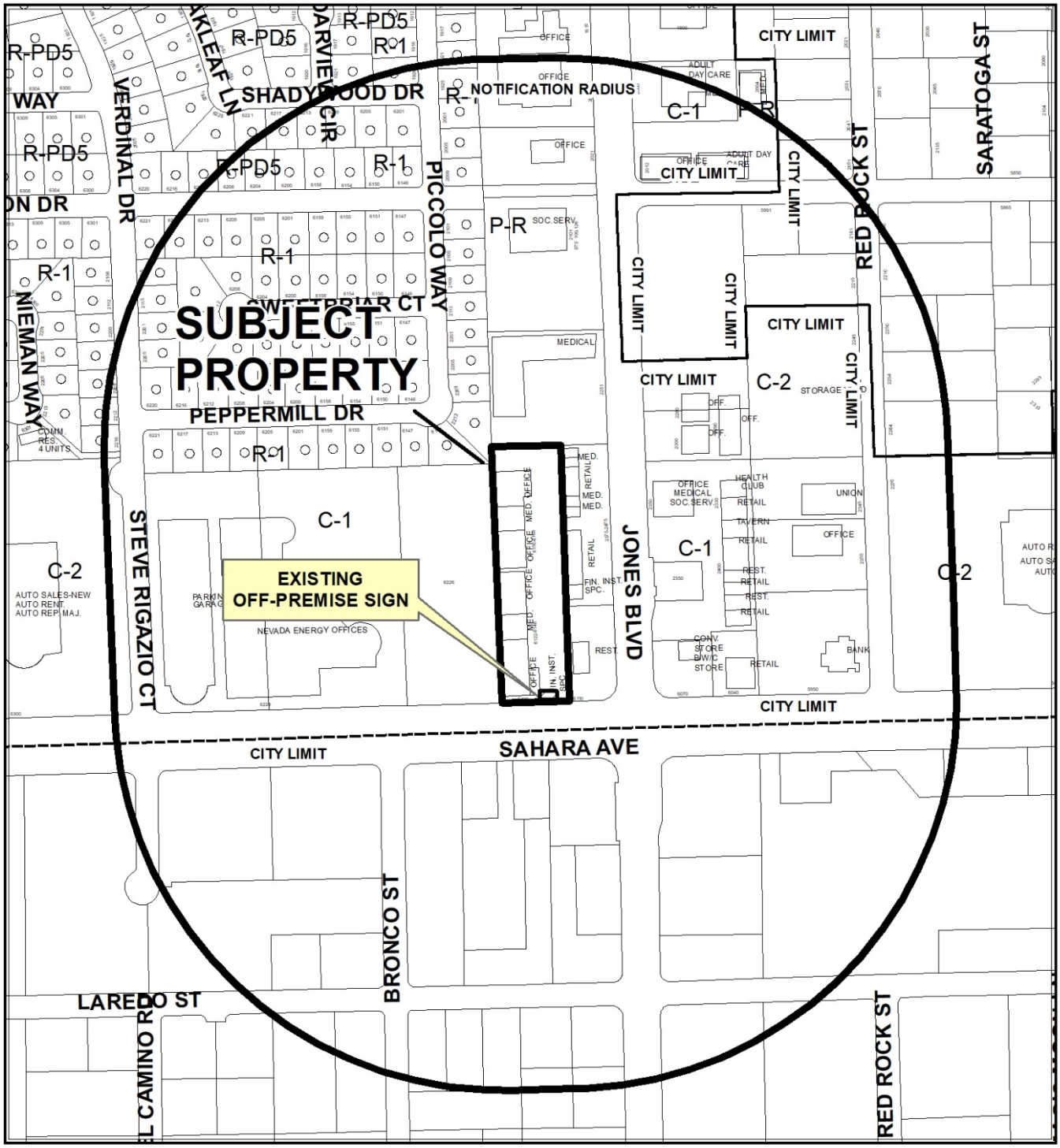
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0241-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: 6122 W SAHARA AVE, LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-3115) FOR A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 6118 West Sahara Avenue (APN 163-02-802-004), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	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. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda - Executed Condition Confirmation Documentation and Protest Postcard



CASE: 21-0241-RQR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 295 590 Feet

CASE: 21-0241-RQR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



21-0241-RQR1

- Subject Parcel
- Proposed Billboard Location
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Proposed Billboard
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Billboard / Distance from Freeway
- 750 Foot Buffer Around Proposed Billbard / Distance From Freeway

- Freeway
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

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

Date: Monday, June 14, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 7, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: 6122 W SAHARA AVE, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0241-RQR1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NOTICES MAILED 240 (By Planning)

PROTESTS 0

APPROVALS 0

NE/EM

** CONDITIONS **

21-0241-RQR1 CONDITIONS

Planning

1. Conformance to the Conditions of Approval for Special Use Permit (SUP-3115).

2. This Special Use Permit shall be reviewed in five (5) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for requesting the review and all City fees associated with the review. Failure to request the review or to pay these fees may result in a requirement that the Off-Premise Sign be removed.

3. The graffiti and bird droppings shall be removed from the support structure within ten days of final approval.

4. 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.

5. 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.

6. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit (SUP-3115) 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.

7. 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 required three-year review of an approved Special Use Permit (SUP-3115) for an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 6118 West Sahara Avenue.

ISSUES

- Condition of Approval number two (2) of Required Review (RQR-68807) required the Special Use Permit to be reviewed in three years, which would have been June 2020.
- This is the sixth Required Review of the approved Special Use Permit (SUP-3285).
- A building permit was issued for the subject Off-Premise Sign on 03/18/04. A final inspection was completed on 05/19/08.

ANALYSIS

The subject off-premise sign is located within the parking lot of an established office development that is adjacent to the westbound travel lanes of Sahara Avenue, making the subject sign visible from both the west and eastbound lanes of Sahara Avenue. The adjacent properties in the area contain similar commercial uses as the subject site and the current zoning designation of the subject site and adjacent properties have not changed since the last Required Review of the off-premise sign in 2017. Besides right-of-way improvements associated with the Regional Transportation Commission's (RTC) Sahara Express Route, no redevelopment has occurred within the immediate area.

During a recent field check of the site, staff noted the sign faces were in good condition, but the support structure was defaced with graffiti and bird droppings. Staff has added a Condition of Approval for the graffiti and bird droppings to be removed within ten days of final approval. There are currently no embellishments affixed to the sign.

This is the sixth Required Review of Special Use Permit (SUP-3115) which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 6118 West Sahara Avenue, and there have been no significant changes in development or land use since the previous Required Review (RQR-68807). The subject Off-Premise Sign has been issued a building permit and has received a final inspection. Therefore, staff is recommending approval of this request.

FINDINGS (21-0241-RQR1)

Title 19.12.120(B) states that "After conducting a review, the City Council may require removal of [an Off-Premise] sign if it is demonstrated that conditions in the surrounding area have changed in such a manner that the sign no longer meets the standards established in LVMC 19.16.110(L)." The site remains suitable for an Off-Premise Sign use, with adequate access to the site. A valid building permit was issued for the sign in 2004 and all inspections have been completed. The sign is in compliance with Special Use Permit (SUP-3115), the Title 19.12 requirements for an Off-Premise Sign, and remains compatible with the adjacent land uses. Therefore, staff recommends approval with conditions requiring a five-year review. If denied, the off-premise sign must be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
04/05/89	The City Council approved the request for a Rezoning (Z-0008-89) from N-U (Non-Urban) to C-1 (Limited Commercial) on a property located on the north side of Sahara Avenue and west of Jones Boulevard. The Planning Commission and staff recommended approval.
12/03/03	The City Council approved a request for a Special Use Permit (SUP-3115) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign located at 6122 West Sahara Avenue. The Planning Commission recommended denial and staff recommended approval.
04/19/06	The City Council approved a request for a Required Review (RQR-11402) of an approved Special Use Permit (SUP-3115) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 6122 West Sahara Avenue. The Planning Commission recommended denial and staff recommended approval.
06/18/08	The City Council approved a request for a Required Review (RQR-26970) of an approved Special Use Permit (SUP-3115) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 6122 West Sahara Avenue. The Planning Commission recommended approval and staff recommended denial.
06/15/11	The City Council approved a request for a Required Review (RQR-41221) of an approved Special Use Permit (SUP-3115) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 6122 West Sahara Avenue. The Planning Commission and staff recommended approval.
06/18/14	The City Council approved a request for a Required Review (RQR- 53813) of an approved Special Use Permit (SUP-3115) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 6122 West Sahara Avenue.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/21/17	The City Council approved a three-year Required Review (RQR-68807) of an approved Special Use Permit (SUP-3115) for a 40-foot tall, 14-foot by 48-foot Off-Premise Advertising (Billboard) Sign at 6118 West Sahara Avenue. Staff recommended approval.
11/05/19	The Planning Department administratively approved a request for a Minor Site Development Plan Review (SDR-77788) for a 4.5-foot tall by 23.25-foot Embellishment on an existing Off-Premise Sign located at 6118 West Sahara Avenue.

Most Recent Change of Ownership	
09/2013	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/18/04	A building permit (#04006179) was issued for an Off-Premise Sign at 6118 West Sahara Avenue. The building permit received its final inspection on 05/19/08.
09/29/04	A building permit (#C-27900) was issued for electric service to an Off- Premise Sign at 6118 West Sahara Avenue. The permit did not receive a final inspection.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held for a Required Review.

Neighborhood Meeting
A Neighborhood meeting was not required, nor was one held.

Field Check	
05/13/21	Staff performed a routine field check of the subject off-premise sign and observed the sign faces to be in good condition. Bird droppings and graffiti were observed on the support structure, and staff has added a Condition of Approval for the bird droppings and graffiti to be removed within ten days of final approval.

Details of Application Request	
Site Area	
Net Acres	2.63

Surrounding Property	***Existing Land Use Per Title***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office, Other Than Listed / Office, Medical or Dental	C (Commercial)	C-1 (Limited Commercial)
North	Office, Medical	MXU (Mixed Use)	P-R (Professional Office and Parking)
South	Shopping Center	CG (Commercial General) - Clark County	C-2 (General Commercial) - Clark County
East	Restaurant General Retail Store, Other than Listed	C (Commercial)	C-1 (Limited Commercial)
West	Office, Other Than Listed	MXU (Mixed Use)	C-1 (Limited Commercial)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
No Applicable Special Purpose and Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Sahara Avenue	Primary Arterial	Master Plan of Streets and Highways	151	Y

Off-Premise Sign (Not Qualifying as a City Communication Sign):

Standards	Code Requirements	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	The sign is not in public right-of-way, nor is it in the Off-Premise Exclusionary Sign Zone.	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	Sign is in a C-1 (Limited Commercial) zoning district.	Y
Area	No Off-Premise Sign 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.	Sign is 672 square feet in size and has no embellishments.	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	Sign is 40 feet tall.	Y

Off-Premise Sign (Not Qualifying as a City Communication Sign):

Standards	Code Requirements	Provided	Compliance
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	All structural elements of the sign are screened from public view.	Y
Off-Premise Sign	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-premise Sign (if not along US-95)	The sign is more than 300 feet from another Off-Premise Sign (not along US-95).	Y
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any “R” or U” zoned districts.	Sign is more than 300 feet from any property line zoned either “R” or “U.”	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.	Sign is permanently attached to the ground and is located on property zoned C-1 (Limited Commercial).	Y

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	21-0241
Meeting Date	05/05/2021
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Required Review

Project Address (Location) 6150 W Sahara

Project Name 6150 W Sahara Ave Billboard RQR **Proposed Use** Existing

Assessor's Parcel #(s) 163-02-802-004 **Ward #** 1

General Plan: Existing X Proposed _____ **Zoning:** Existing C-1 Proposed _____

Additional Information Required Review of an existing off-premise advertising sign

Property Owner 6122 W Sahara Ave LLC Contact _____

Address _____ City _____ State ____ Zip _____

E-mail _____ Phone _____

Applicant Clear Channel Outdoor Contact Lonnie Jones

Address 6355 S. Cimarron Rd. Ste 170 City Las Vegas State NV Zip 89113

E-mail Lonniejones@clearchannel.com Phone 702-238-7209

Representative Same as above Contact _____

Address _____ City _____ State ____ Zip _____

E-mail _____ Phone _____

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)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Lonnie Jones

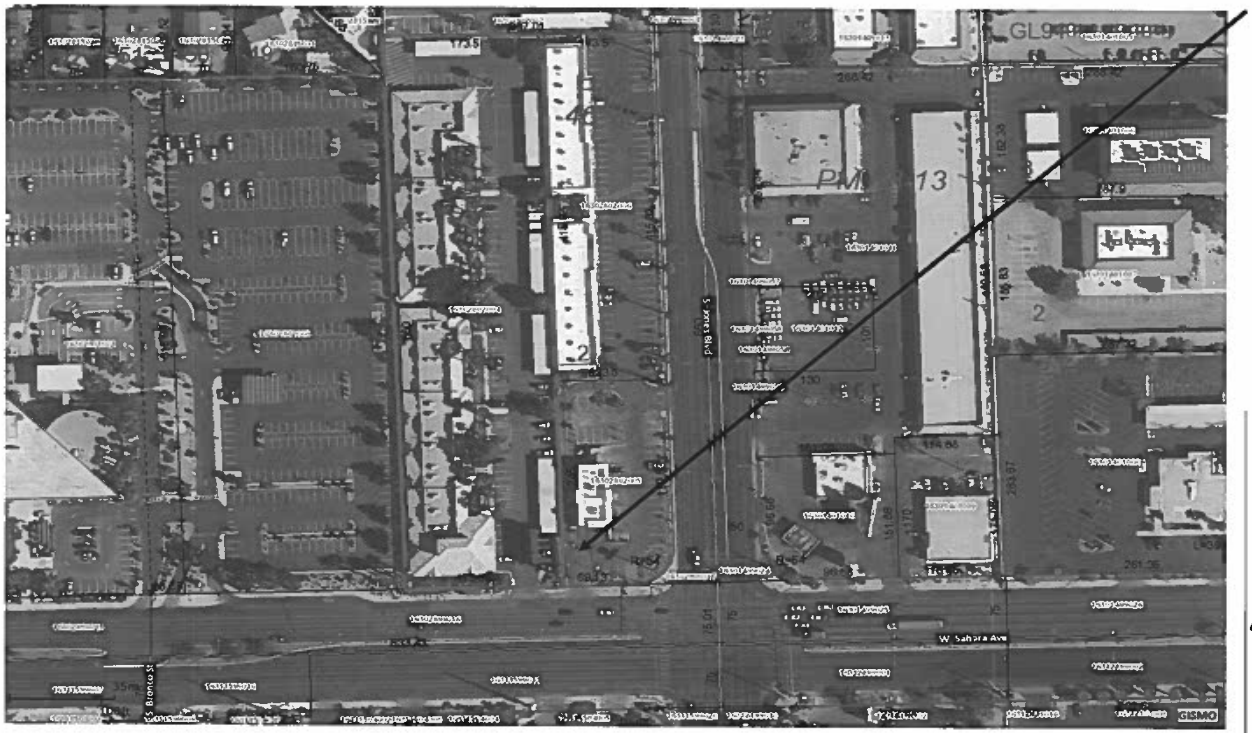
Subscribed and sworn before me

This 14th day of April, 20 21

_____

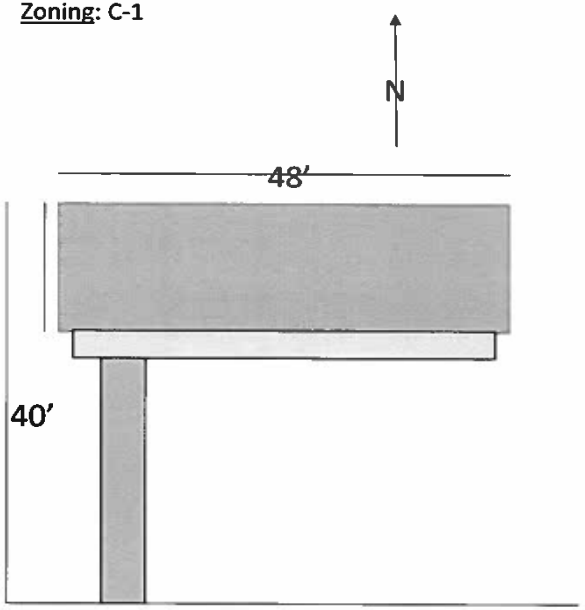
Notary Public in and for said County and State

JENNIFER TEXTOR
Notary Public
State of Nevada
Appt. No. 20-0793-01
My Appt. Expires Oct. 20, 2024



Existing Clear Channel Outdoor off-premise advertising sign

APN: 163-02-802-004
Property Owner: 6122 W Sahara Ave. LLC
Address: 6150 W. Sahara
Ward: #1
Zoning: C-1



Not to scale

21-0241
04/27/2021



21-0241-RQR1 – APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: 6122 W SAHARA AVE, LLC
6118 WEST SAHARA AVENUE

05/13/21



21-0241-RQR1 – APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: 6122 W SAHARA AVE, LLC
6118 WEST SAHARA AVENUE

05/13/21



21-0241-RQR1 – APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: 6122 W SAHARA AVE, LLC
6118 WEST SAHARA AVENUE

05/13/21

Clear Channel Outdoor

21-0241
04/27/2021

April 12, 2021

City of Las Vegas
Planning and Development Services
333 North Rancho Drive
Las Vegas, NV 89106

RE: RQR for Existing Off-Premise Advertising Billboard Sign
(APN No. 163-02-802-004)

Physical Address: 6150 W Sahara Ave.

To Whom It May Concern:

Channel Outdoor is submitting to the City of Las Vegas Current Planning Department the required documentation for our permit renewal of an existing off-premise advertising sign located at the above-mentioned address. Our off-premise advertising sign has been properly maintained, no significant changes have occurred within the area, therefore we respectfully request approval.

Should you have any questions or concerns please contact me directly at 702.238.7209

Sincerely,

Lonnie Jones
Real Estate Manager
Clear Channel Outdoor
6355 S. Cimarron Ave., Suite 170
Las Vegas, NV 89113
702.238.7209 fax 702.238.7266
email: Lonniejones@clearchannel.com

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: 21-0241-RQR1

SUBJECT: APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: 6122 W SAHARA AVE, LLC

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***JULY 7, 2021 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor 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)464-7499*** or e-mail to ***cburney@lasvegasnevada.gov***. If there is no one present at the City Council 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 City Councilperson 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 ***TUESDAY, JULY 6, 2021.***

[signature] 6/30/2021

Signature Date

Lonnie Jones

Please Print Name

Clear Channel Outdoor

Company Name

Sincerely,

Seth Floyd
Director of Community Development
Department of Planning

Submitted after final agenda

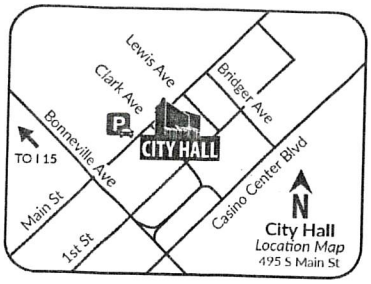
AGENDA ITEM #52
RECEIVED 06.30.21

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
Return Service Requested
Official Notice of Public Hearing

RECEIVED
CITY CLERK

2021 JUL -1 P 3:58

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630



Scan or go to:
www.lasvegasnevada.gov/meetings

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address 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.

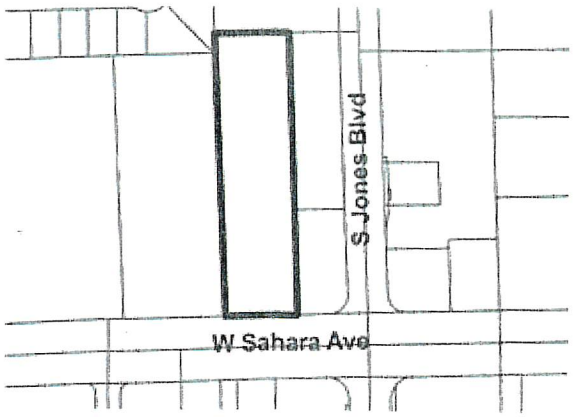
21-0241-RQR1
City Council Meeting of **07/07/2021**

21-0241-RQR1
16302815023
EARL JAY B
6200 PEPPERMILL DR
LAS VEGAS NV 89146-3045

127 DRDFNP1 89146

21-0241-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: 6122 W SAHARA AVE, LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-3115) FOR A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 6118 West Sahara Avenue (APN 163-02-802-004), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

ENOUGH IS ENOUGH! TOO MUCH! MONSTEROUS DISTRACTION! I BELIEVE THIS WAS BROUGHT UP BEFORE. SAME VOTE; NO!



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	07/07/2021
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 a.m.

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, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For more information, go to www.lasvegasnevada.gov/meetings or call (702) 229-6311 (TTY 7-1-1). Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.

Submitted after final agenda
Item 52

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
53

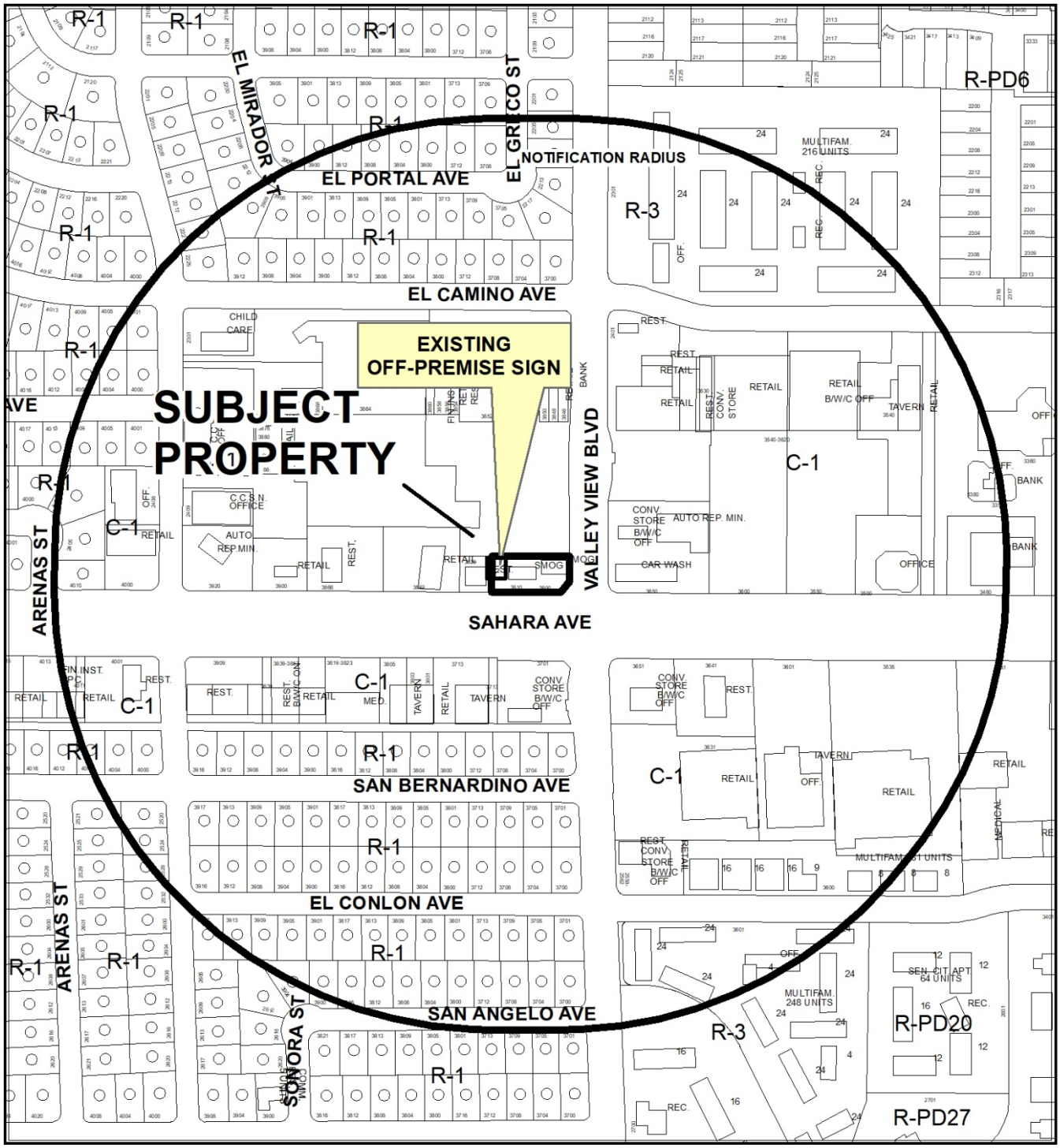
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0242-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: B2, LLC - For possible action on a request for a Required Review of an approved Variance (V-0046-89) WHICH ALLOWED AN EXISTING 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 3820 West Sahara Avenue (APN 162-06-801-008), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	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. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda - Executed Condition Confirmation Documentation and Protest Postcard



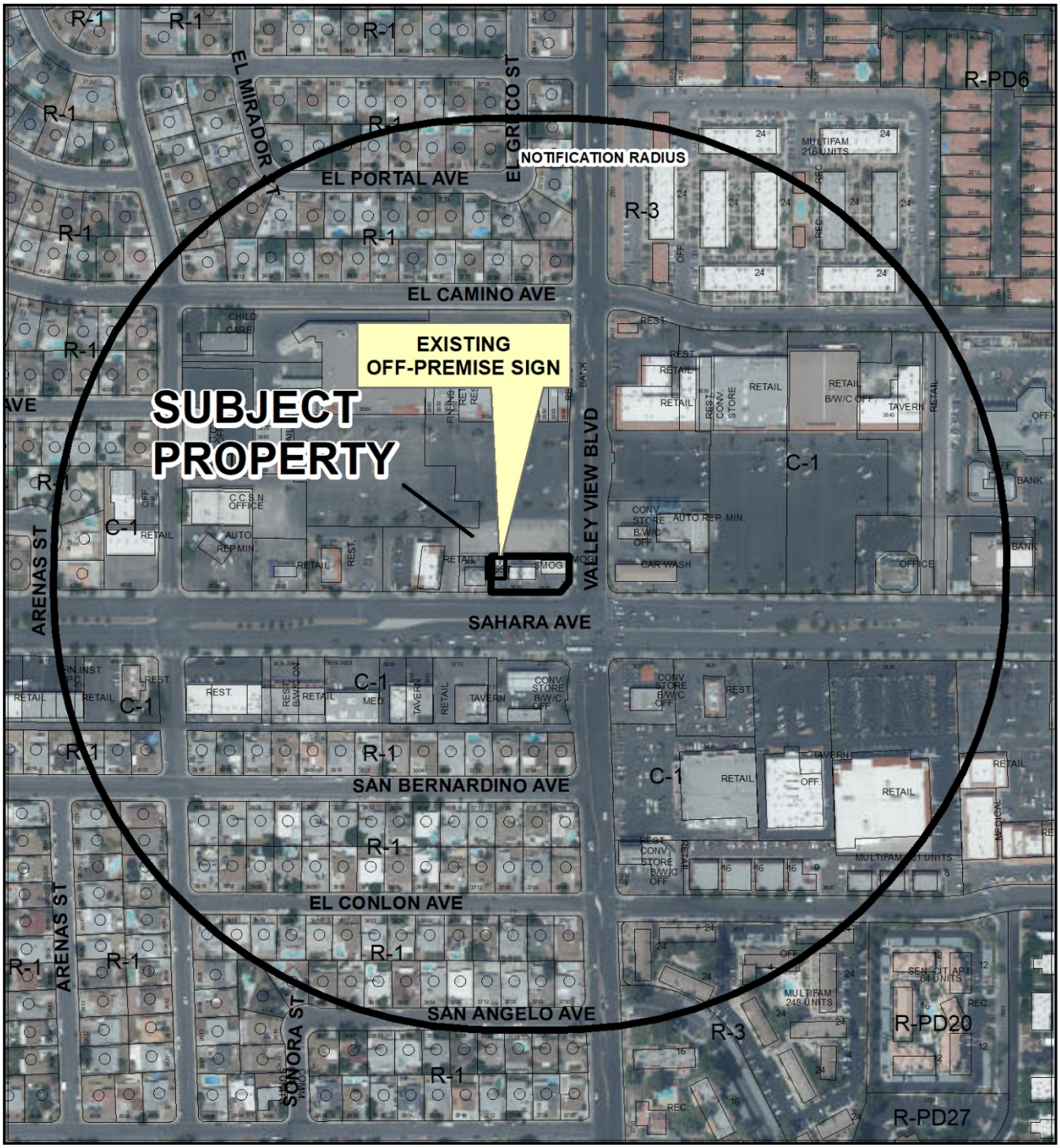
0 260 520 Feet

CASE: 21-0242-RQR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 260 520 Feet

CASE: 21-0242-RQR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



21-0242-RQR1

- Subject Parcel
- Proposed Billboard Location
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Proposed Billboard
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Billboard / Distance from Freeway
- 750 Foot Buffer Around Proposed Billbard / Distance From Freeway

- Freeway
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

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

Date: Monday, June 14, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 7, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: B2, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0242-RQR1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NOTICES MAILED 184 (By Planning)

PROTESTS 0

APPROVALS 0

NE/EM

** CONDITIONS **

21-0242-RQR CONDITIONS

Planning

1. Conformance to the approved conditions for Variance (V-0046-89).

2. This Variance shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for requesting the review and all City fees associated with the review. Failure to request the review or to pay these fees may result in a requirement that the Off-Premise Sign be removed.

3. The graffiti shall be removed from the support structure within ten days of final approval.

4. All applicable land entitlements and/or building permits shall be obtained for the [ring] embellishment.

5. 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.

6. If the existing Off-Premise Sign is voluntarily demolished, this Variance (V-0046-89) shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit/Variance is approved for the new structure by the City Council.

7. 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

8. 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 required three-year review of an approved Variance (V-0046-89) that permitted two 14-foot by 48-foot Off-Premise Signs to be 140 feet apart where 300 feet is the minimum distance separation required at 3810 West Sahara Avenue. Since the approval of the Variance (V-0046-89), one of the signs has been removed, therefore the distance separation no longer applies and the Required Review pertains to the remaining sign.

ISSUES

- Condition of Approval number two (2) of Required Review (RQR-68810) required the Variance to be placed on an agenda closest to June 21, 2020.
- This is the seventh Required Review of the approved Variance (V-0046-89).
- A building permit was issued for the subject Off-Premise Sign on 03/18/04. A final inspection was completed on 05/19/08.
- A non-permitted embellishment was observed on the sign [diamond ring], and a Condition of Approval has been added by staff for the applicant to obtain the proper permitting for the embellishment.

ANALYSIS

This is the sixth Required Review of a previously approved Variance (V-0046-89) that permitted two, 40-foot tall, 14-foot by 48-foot Off-Premise Signs to be 140 feet apart where 300 feet is the minimum distance separation required at 3810 West Sahara Avenue. Since the approval of the Variance (V-0046-89), one of the signs has been removed, therefore the distance separation no longer applies and the Required Review pertains to the remaining sign. A building permit (#C-139280) was issued for 'finals only' for the billboard, which received an approved final inspection on 07/07/09.

The subject off-premise sign is located within the parking lot of an Auto Parts (Accessory Installation) that is adjacent to the westbound travel lanes of Sahara Avenue, making the subject sign visible from both the west and eastbound lanes of Sahara Avenue. The adjacent properties in the area contain similar commercial uses as the subject site and the current zoning designation of the subject site and adjacent properties have not changed since the last Required Review of the off-premise sign in 2017. Besides right-of-way improvements associated with the Regional Transportation Commission's (RTC) Sahara Express Route, no redevelopment has occurred within the immediate area.

Staff conducted a field check of the subject site and found the sign faces to be in good condition, but an embellishment (diamond ring image) was observed by staff and a Condition of Approval has been added to ensure the embellishment receives the proper permitting. Staff noted the support structure contained graffiti and staff has added a Condition of Approval for the graffiti to be removed within ten days of final approval. There have been no significant changes in development or land use since the previous Required Review (RQR-68810). The subject Off-Premise Sign has been issued a building permit and has received a final inspection. Therefore, staff is recommending approval of this request.

FINDINGS (21-0242-RQR1)

Title 19.12.120(B) states that "After conducting a review, the City Council may require removal of [an Off-Premise] sign if it is demonstrated that conditions in the surrounding area have changed in such a manner that the sign no longer meets the standards established in LVMC 19.16.110(L)." The site remains suitable for an Off-Premise Sign use, with adequate access to the site. A valid building permit was issued for the sign in 2004 and all inspections have been completed. The sign is in compliance with Variance (V-0046-89), the Title 19.12 requirements for an Off-Premise Sign, and remains compatible with the adjacent land uses. Therefore, staff recommends approval with conditions requiring a three-year review. If denied, the off-premise sign must be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/21/89	The City Council approved a request for a Variance (V-0046-89) to allow two proposed 14-foot by 48-foot Off-premise Signs; and to allow the signs to be 140 feet apart where a 300-foot minimum distance separation is required at the northwest corner of Sahara Avenue and valley View Boulevard. The Board of Zoning Adjustment and staff recommended denial. Note: City Council only approved one sign.
07/20/94	The City Council approved a request for a Required Review [V-0046-89(1)] of a previously approved Variance (V-0046-89) that allowed a 14-foot by 48-foot Off-Premise Sign; and to allow the sign to be 140 feet from another sign where a 300-foot minimum distance separation is required at the northwest corner of Sahara Avenue and Valley View Boulevard. The Board of Zoning Adjustment recommended approval, staff recommended denial.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/27/97	The City Council approved a request for Rezoning (Z-0029-97) on properties located at 1110 and 1096 East Sahara Avenue; 3920, 3824, 3820, and 4000 West Sahara Avenue and 2301 and 2408 Las Verdes Avenue from C-C (Neighborhood Commercial Center) to C-1 (Limited Commercial). The Planning Commission and staff recommended approval.
09/15/99	The City Council approved a request for a Required Review [V-0046-89(2)] of a previously approved Variance (V-0046-89) to allow a 14-foot by 48-foot Off-premise Sign; and to allow the sign to be 140 feet from another sign where a 300-foot minimum distance separation is required at the northwest corner of Sahara Avenue and valley View Boulevard. The Board of Zoning Adjustment recommended approval, staff recommended denial.
10/17/01	The City Council approved a request for a Required Review [V-0046-89(3)] of a previously approved Variance (V-0046-89) to allow a 14-foot by 48-foot Off-premise Sign; and to allow the sign to be 140 feet from another sign where a 300-foot minimum distance separation is required at the northwest corner of Sahara Avenue and valley View Boulevard. The Board of Zoning Adjustment
05/28/09	The City Council approved a request for a Required Review (RQR-33797) of a previously approved Variance (V-0046-89) to allow a 14-foot by 48-foot Off-premise Sign; and to allow the sign to be 140 feet from another sign where a 300-foot minimum distance separation is required at3820 West Sahara Avenue. The Planning Commission and staff recommended approval.
04/18/12	The City Council approved a request for a General Plan Amendment (GPA-43991) to establish Redevelopment Area 2 and change the Future Land Use designation on various parcels within the Redevelopment Area to Commercial or Mixed Use. The Planning Commission and staff recommended approval.
07/08/12	The City Council approved a request for a Required Review (RQR-45338) of an approved Variance (V-0046-89) which allowed an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 3820 West Sahara Avenue.
06/21/17	The City Council approved a request for a Required Review (RQR-68810) of an approved Variance (V-0046-89) which allowed an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 3820 West Sahara Avenue.
08/16/17	The Planning Department approved a request for a Minor Site Development Plan Review (SDR-71368) for a 19-foot by 4.5-foot tall Embellishment on an existing Off-Premise Sign located at 3820 West Sahara Avenue.

Most Recent Change of Ownership	
01/1995	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
05/20/09	A building permit (#C-139280) was issued for a 'Finals Only' inspection for an existing Off-Premise Sign at 3820 West Sahara Avenue. The permit received its final inspection on 07/07/09.

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.

Field Check	
05/13/21	Staff performed a routine filed check to observe the subject off-premise (billboard) sign. Staff observed the support structure was defaced with graffiti and a Condition of Approval has been added for the graffiti to be removed within ten days of final approval. Staff also observed a "diamond ring" embellishment and was not able to locate the proper land entitlements and/or permits for the embellishment, and a Condition of Approval to address this matter has also been added by staff.

Details of Application Request	
Site Area	
Net Acres	0.33

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Auto Parts (Accessory Installation) / Smog Check	C (Commercial)	C-1 (Limited Commercial)
North	Shopping Center	C (Commercial)	C-1 (Limited Commercial)

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
South	Convenience Store / Fuel Pumps	C (Commercial)	C-1 (Limited Commercial)
East	Convenience Store / Car Wash / Auto Repair Garage-Minor	C (Commercial)	C-1 (Limited Commercial)
West	Restaurant	C (Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
Airport Overlay District – 200 Feet	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area 2	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Sahara Avenue	Primary Arterial	Master Plan of Streets and Highways	151	Y

Off-Premise Sign (Not Qualifying as a City Communication Sign):

Standards	Code Requirements	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	The sign is not in public right-of-way, nor is it in the Off-Premise Exclusionary Sign Zone	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	Sign is in a C-1 (Limited Commercial) zoning district	Y
Area	No Off-Premise Sign 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.	Sign is 672 square feet in size and contains an embellishment.	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	Sign is 40 feet tall.	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	All structural elements of the sign are screened from public view.	Y
Off-Premise Sign	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-premise Sign (if not along US-95)	Sign is more than 300 feet to another Off-Premise Sign (not along US-95).	Y

Off-Premise Sign (Not Qualifying as a City Communication Sign):

Standards	Code Requirements	Provided	Compliance
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any “R” or U” zoned districts.	Sign is more than 300 feet from any property line zoned either “R” or “U.”	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.	Sign is permanently attached to the ground and is located on property zoned C-1 (Limited Commercial)	Y

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

21-0242 05/05/2021

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Required Review

Project Address (Location) 3820 W Sahara

Project Name 3820 W Sahara Billboard RQR **Proposed Use** Existing

Assessor's Parcel #(s) 162-06-801-008 **Ward #** 1

General Plan: Existing X Proposed _____ **Zoning:** Existing C-1 Proposed _____

Additional Information Required Review of an existing off-premise advertising sign

Property Owner B 2 LLC Contact _____

Address _____ City _____ State ____ Zip _____

E-mail _____ Phone _____

Applicant Clear Channel Outdoor Contact Lonnie Jones

Address 6355 S. Cimarron Rd. Ste 170 City Las Vegas State NV Zip 89113

E-mail Lonniejones@clearchannel.com Phone 702-238-7209

Representative Same as above Contact _____

Address _____ City _____ State ____ Zip _____

E-mail _____ Phone _____

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)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Lonnie Jones

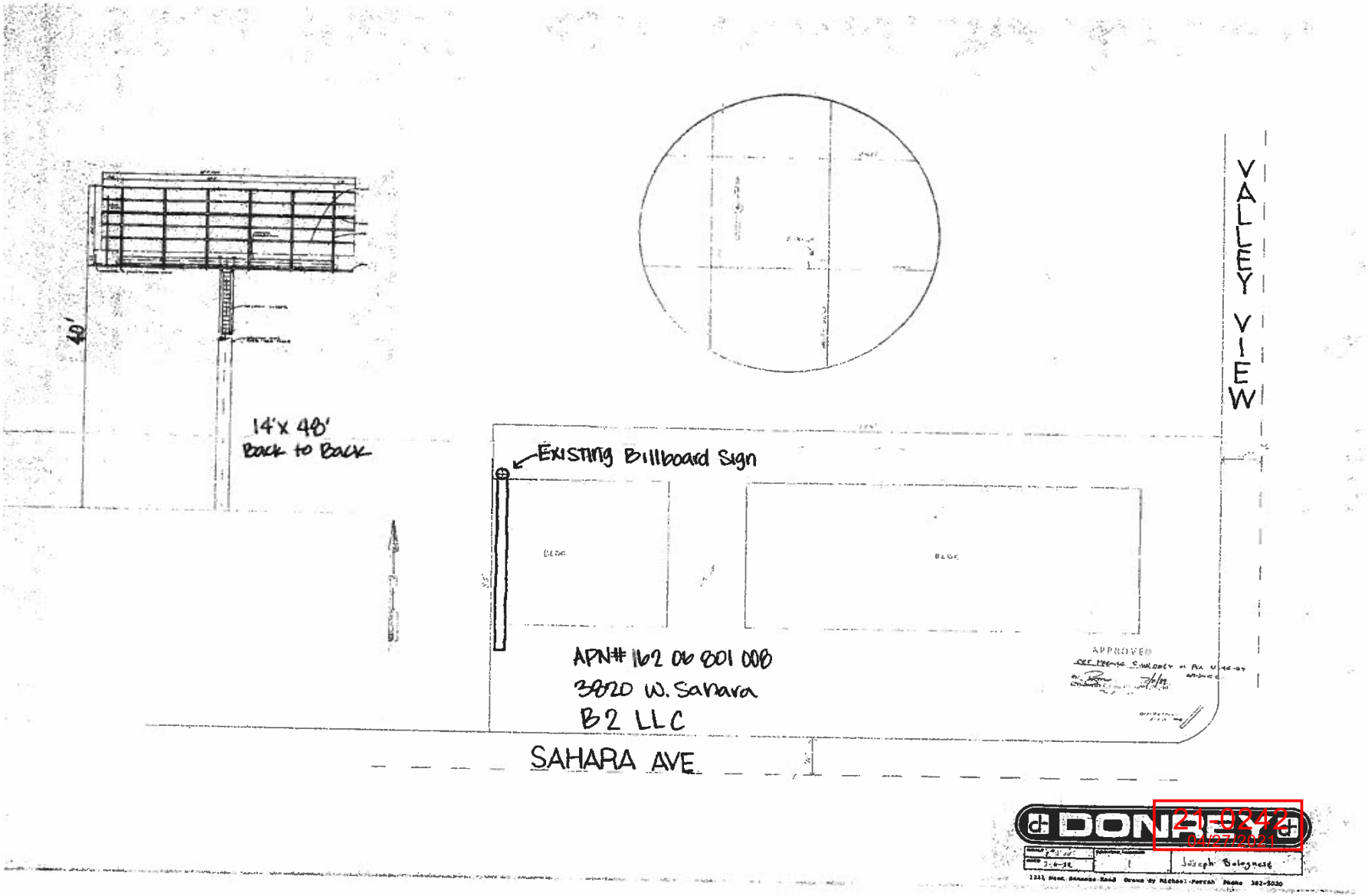
Subscribed and sworn before me

This 16th day of April, 2021

_____

Notary Public in and for said County and State

JENNIFER TEXTOR
Notary Public
State of Nevada
Appt. No. 20-0793-01
My Appt. Expires Oct. 20, 2024


40'
14'x 48'
Back to Back
Existing Billboard Sign
VALLEY VIEW
APN# 162 06 801 008
3820 W. Sahara
B2 LLC
SAHARA AVE
APPROVED
DONAR
21-0242
04/27/2021
Joseph Bolognese



21-0242-RQR1 – APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: B2, LLC
3820 WEST SAHARA AVENUE

05/13/21



21-0242-RQR1 – APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: B2, LLC
3820 WEST SAHARA AVENUE

05/13/21



21-0242-RQR1 – APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: B2, LLC
3820 WEST SAHARA AVENUE

05/13/21



21-0242-RQR1 – APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: B2, LLC
3820 WEST SAHARA AVENUE

05/13/21

Clear Channel Outdoor

21-0242
04/27/2021

April 12, 2021

City of Las Vegas
Planning and Development Services
333 North Rancho Drive
Las Vegas, NV 89106

RE: RQR for Existing Off-Premise Advertising Billboard Sign
(APN No. 162-06-801-008)

Physical Address: 3820 W Sahara Ave

To Whom It May Concern:

Channel Outdoor is submitting to the City of Las Vegas Current Planning Department the required documentation for our permit renewal of an existing off-premise advertising sign located at the above-mentioned address. Our off-premise advertising sign has been properly maintained, no significant changes have occurred within the area, therefore we respectfully request approval.

Should you have any questions or concerns please contact me directly at 702.238.7209

Sincerely,

Lonnie Jones
Real Estate Manager
Clear Channel Outdoor
6355 S. Cimarron Ave., Suite 170
Las Vegas, NV 89113
702.238.7209 fax 702.238.7266
email: Lonniejones@clearchannel.com

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: 21-0242-RQR1

SUBJECT: APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: B2, LLC

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***JULY 7, 2021 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor 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)464-7499*** or e-mail to ***cburney@lasvegasnevada.gov***. If there is no one present at the City Council 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 City Councilperson 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 ***TUESDAY, JULY 6, 2021.***

Signature

6/30/2021
Date

Lonnie Jones
Please Print Name

Clear Channel Outdoor
Company Name

Sincerely,

Seth Floyd
Director of Community Development
Department of Planning

Submitted after final agenda

AGENDA ITEM #53
RECEIVED 06.30.21

RECEIVED
CITY CLERK

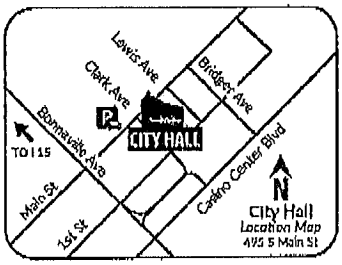
2021 JUN 28 P 2:48

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630



Scan or go to:
www.lasvegasnevada.gov/meetings

RECEIVED
JUN 28 2021

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address 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.

21-0242-RQR1
16206813006
NEDA PROPERTIES L L C
5960 S JONES BLVD
LAS VEGAS NV 89118

[ ] I SUPPORT this Request

[X] I OPPOSE this Request

Please use available blank space on card for your comments.

21-0242-RQR1

City Council Meeting of **07/07/2021**

Submitted after final agenda
Item 53.

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
54

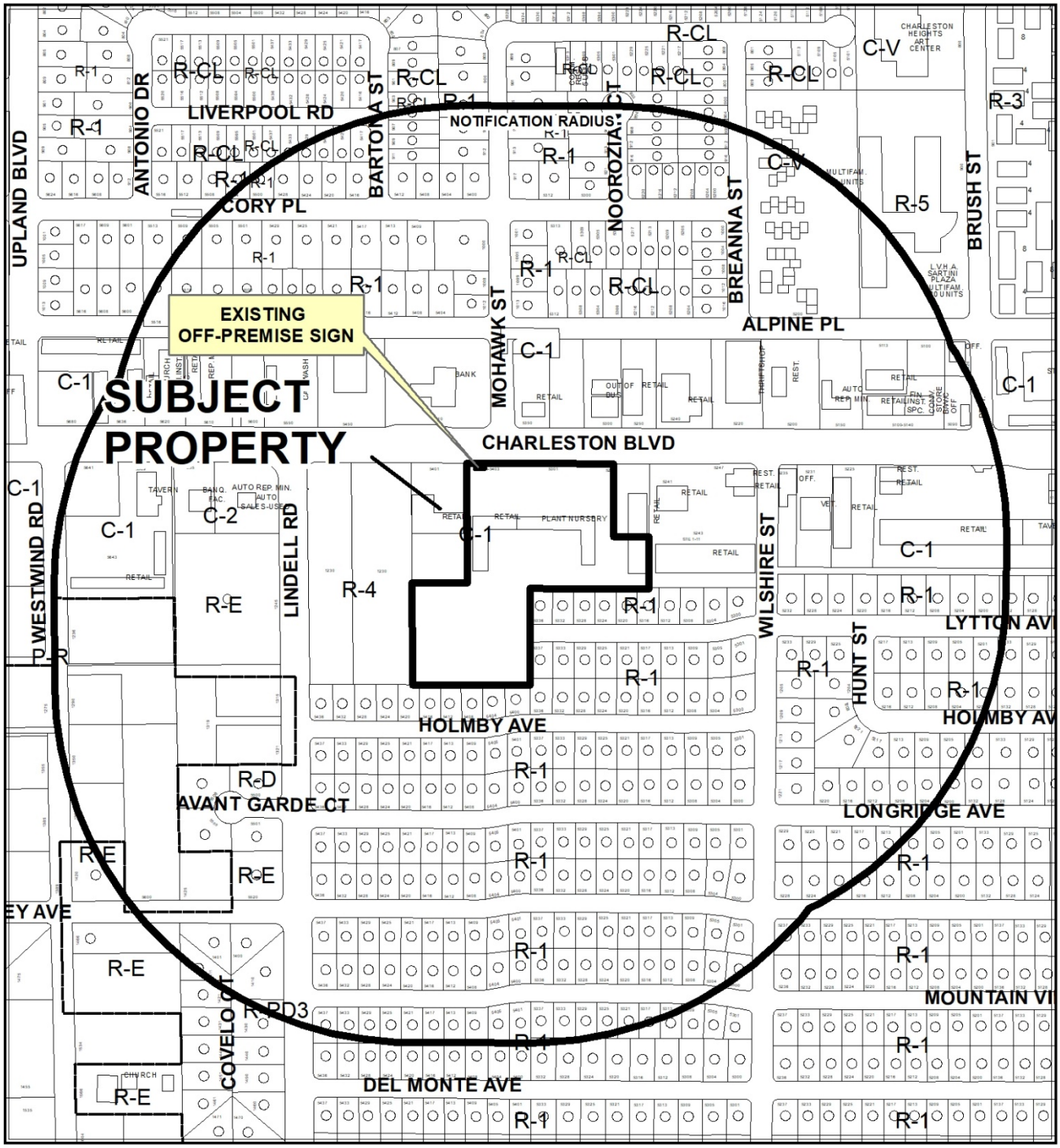
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0243-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: MOON VALLEY NURSERY VEGAS, LLC - For possible action on a Required Review of an approved Variance (V-0023-89) TO ALLOW AN OFF-PREMISE SIGN TO BE LOCATED 265 FEET FROM ANOTHER OFF-PREMISE SIGN WHERE A 300-FOOT DISTANCE SEPARATION IS REQUIRED at 5301 West Charleston Boulevard (APN 163-01-501-011), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	2	City Council Meeting	2

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda - Executed Condition Confirmation Documentation and Protest-Support Postcards



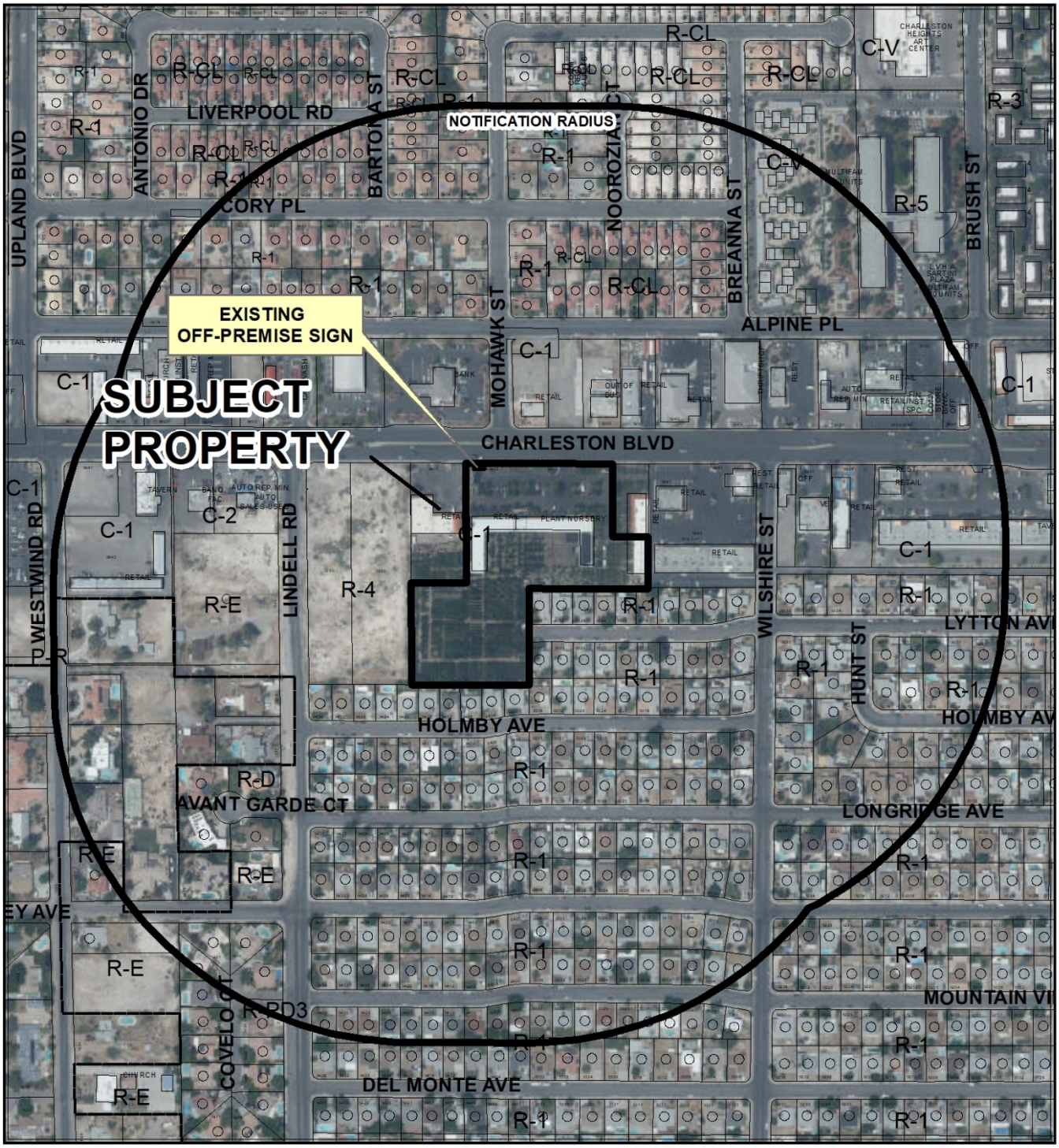
0 320 640 Feet

CASE: 21-0243-RQR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

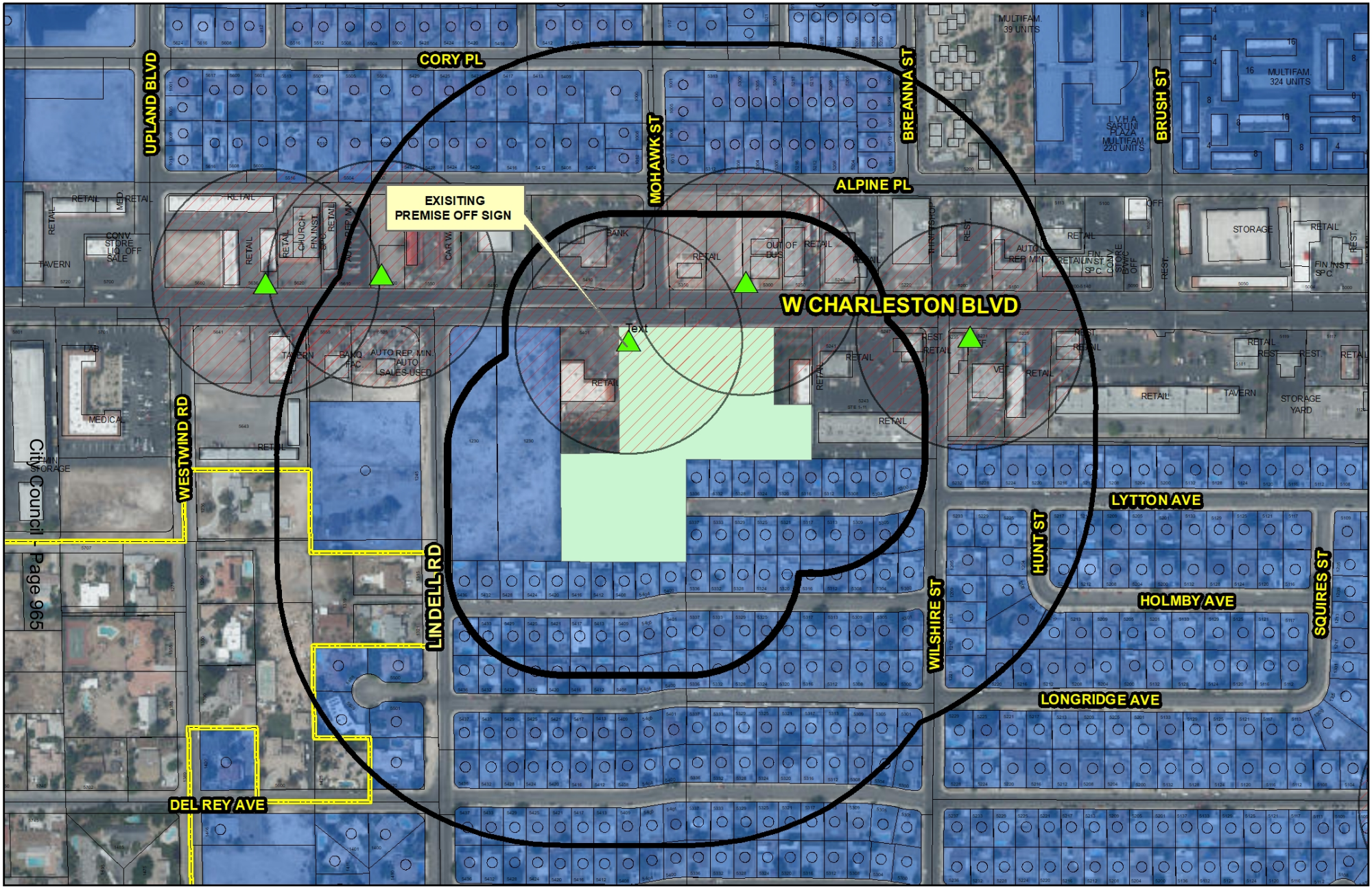
N



CASE: 21-0243-RQR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



21-0243-RQR1

- Subject Parcel
- Proposed Billboard Location
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Proposed Billboard
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Billboard / Distance from Freeway
- 750 Foot Buffer Around Proposed Billbard / Distance From Freeway

- Freeway
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

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

Date: Monday, June 14, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 7, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: MOON VALLEY NURSERY VEGAS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0243-RQR1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NOTICES MAILED 406 (By Planning)

PROTESTS 0

APPROVALS 0

SS

**** CONDITIONS ****

21-0243-RQR1 CONDITIONS

Planning

1. Bird deterrent devices shall be installed on the off-premise sign within 30 days of final approval.

2. Conformance to the Conditions of Approval for Variance (V-0023-89).

3. The applicant shall submit an application to the City of Las Vegas for a Required Review of this Variance in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for fees associated with the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

4. 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.

5. 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.

6. If the existing Off-Premise Sign is voluntarily demolished, this 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.

7. 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 required three-year review of an approved Variance (V-0023-89) that allowed the relocation of an existing 14-foot by 48-foot Off-Premise Sign to a new location 110 feet from an existing Off-Premise Sign and 265 feet from another Off-Premise Sign (both across Charleston Boulevard), where a 300-foot separation is required at 5301 West Charleston Boulevard.

ISSUES

- This is the ninth required review of the approved Variance (V-0023-89).
- Land uses in the area have changed in the area since the previous review in 2017. A residential development was approved at the southeast corner of Charleston Boulevard and Lindell Road requiring a General Plan Amendment and Rezoning to accommodate a residential use. The subject sign is now nonconforming with respect to separation distance from an "R" zoning district. However, the character of the area remains an established major commercial corridor.
- According to historical records the two existing Off-Premise Signs that were in conflict with the subject sign were removed by 2001, thereby eliminating the requirement for the variance with respect to distance separation from other off-premise signs. Staff notes that Title 19 no longer allows a Variance from distance separation requirements.
- A building permit was issued for this Off-Premise sign on 01/24/90, with a final inspection completed on 03/01/90.
- No bird deterrent devices were detected on this sign. Condition #5 of the previous required review (RQR-68059) required installation of such devices.

ANALYSIS

The distance separation conditions that prompted the request for the original Variance (V-0023-89) are no longer present, as was noted by staff as early as 2001. The 1989 variance approved both the deviation from distance separation requirements and the Off-Premise Sign use itself. This review now only applies to the approved Off-Premise Sign use on this site.

The subject Off-Premise Sign is located on property containing a plant nursery. The sign is oriented toward the eastbound and westbound lanes of Charleston Boulevard. Both sides of Charleston Boulevard remain exclusively commercial in character.

Since approval of the previous required review, property approximately 175 feet to the west of the subject site was rezoned R-4 (High Density Residential) to allow for a Senior Citizens Apartments use. The Off-Premise Sign use requires a distance separation of 300 feet between an off-premise sign and any "R" prefixed zoning district. This off-premise sign is therefore now nonconforming with respect to distance separation from residentially zoned property. Title 19.14 rules that apply to nonconforming uses of land do not apply to off-premise signs. Instead, the City Council must determine compatibility of the sign with the surrounding area and whether current conditions have changed such that the sign no longer conforms to determinations for Special Use Permits, including site suitability, site access, safety and conformance with the objectives of the General Plan.

The subject Off-Premise sign is located within the 200-foot band of the Airport Overlay District and is in conformance with the requirements of the overlay. With exception of the distance separation from residentially zoned property, the sign is in conformance with other locational criteria of Title 19.

During a recent field check of the site, staff noted the sign faces were in good condition with no graffiti present on the structural pole. There is currently an embellishment affixed to the east-facing sign panel, while there are no graphics on the west face. Condition of Approval #5 of the previous review required installation of bird deterrent devices on the sign within 30 days of the approval. None were visible during the field check; however, no evidence of a bird nuisance related to this sign could be detected.

FINDINGS (21-0243-RQR1)

Title 19.12.120(B) states that "After conducting a review, the City Council may require removal of [an Off-Premise] sign if it is demonstrated that conditions in the surrounding area have changed in such a manner that the sign no longer meets the standards established in LVMC 19.16.110(L)." Although a residential use has been approved in the vicinity of the sign, the character of the area as a major commercial corridor has not changed and therefore the site remains suitable for an Off-Premise Sign use. Staff recommends approval of the Required Review, subject to continued conformance with conditions of approval of V-0023-89 and installation of bird deterrent devices as previously required. The sign is located within Redevelopment Area 2; therefore, staff recommends a three-year review of the Special Use Permit. If denied, the off-premise sign must be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
03/04/87	The City Council approved a request for Reclassification of Property (Z-0004-87) from N-U (Non-Urban) to C-1 (Limited Commercial) for proposed plant/nursery storage on property located on the south side of Charleston Boulevard, between Lindell Road and Wilshire Street. The Planning Commission recommended approval.
05/29/87	The City Council approved a request for a Variance (V-0036-87) to allow the storage of live plants in conjunction with an adjacent commercial nursery where such commercial use is not allowed on property located on the south side of Charleston Boulevard, approximately 460 feet of Lindell Road. The Board of Zoning Adjustment recommended approval.
06/07/89	The City Council approved the appeal of the Board of Zoning Adjustment denial of a request for a Variance (V-0023-89) to relocate an existing Off-Premise Sign to a new location 110 feet from an existing Off-Premise Sign and 265 feet from another existing Off-Premise Sign where a 300-foot separation is required on property located on the south side of Charleston Boulevard, approximately 460 feet of Lindell Road. The Board of Zoning Adjustment and staff recommended denial.
06/15/94	The City Council approved a Required Review [V-0023-89(1)] of an approved Variance (V-0023-89), which allowed the relocation of an existing Off-Premise Sign to a new location 100 feet from an existing Off-Premise Sign and 265 feet from another Off-Premise Sign (both across Charleston Boulevard), where a 300-foot separation is required on property located on the south side of Charleston Boulevard, approximately 460 feet of Lindell Road. The Board of Zoning Adjustment and staff recommended approval.
04/19/95	The City Council adopted Ordinance #3884, which amended LVMC Title 19 to prohibit off-premise signs within 300 feet of the nearest property line of any parcel having a zoning classification with an “R” prefix.
09/15/99	The City Council approved a Required Review [V-0023-89(2)] of an approved Variance (V-0023-89), which allowed the relocation of an existing Off-Premise Sign to a new location 100 feet from an existing Off-Premise Sign and 265 feet from another Off-Premise Sign (both across Charleston Boulevard), where a 300-foot separation is required on property located on the south side of Charleston Boulevard, approximately 460 feet of Lindell Road. The Board of Zoning Adjustment and staff recommended approval.
01/13/00	The Planning Commission approved a request for a Site Development Plan Review (SD-0036-99) for a proposed 10,418 square-foot addition to an existing 8,271 square-foot nursery building on property located at 5301 West Charleston Boulevard.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
10/17/01	The City Council approved a Required Review [V-0023-89(3)] of an approved Variance which allowed the relocation of an existing Off-Premise Sign to a new location 100 feet from an existing Off-Premise Sign and 265 feet from another Off-Premise Sign (both across Charleston Boulevard), where a 300-foot separation is required on property located on the south side of Charleston Boulevard, approximately 460 feet of Lindell Road. The Planning Commission and staff recommended approval.
06/07/06	The City Council approved the Appeal of the Planning Commission denial of a Required Review (RQR-12232) of an approved Variance (V-0023-89), which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 5301 West Charleston Boulevard. The Planning Commission and staff recommended denial.
12/06/06	The City Council approved a Required Review (RQR-17662) of an approved Variance (V-0023-89), which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 5301 West Charleston Boulevard. Staff recommended approval.
12/17/08	The City Council approved a Required Review (RQR-30592) of an approved Variance (V-0023-89) that allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 5301 West Charleston Boulevard. The Planning Commission recommended approval and staff recommended denial.
04/18/12	The City Council approved a Required Review (RQR-44239) of an approved Variance (V-0023-89) that allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 5301 West Charleston Boulevard. The Planning Commission and staff recommended approval.
10/22/14	Code Enforcement processed a complaint (#147307) for banners at 5301 West Charleston Boulevard. The case was resolved on 11/06/14.
04/19/17	The City Council approved a Required Review (RQR-68059) of an approved Variance (V-0023-89) that allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 5301 West Charleston Boulevard. Staff recommended approval.
08/16/17	Department of Planning staff administratively approved a request for a Minor Site Development Plan Review (SDR-71372) for a 19.00-foot by 4.5-foot tall embellishment on an existing Off-Premise Sign at 5301 West Charleston Boulevard.
05/15/19	The City Council approved a request for a General Plan Amendment (GPA-74312) from SC (Service Commercial) to H (High Density Residential) on 4.62 acres at the southeast corner of Charleston Boulevard and Lindell Road. The Planning Commission recommended approval; staff recommended denial.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
05/15/19	The City Council approved a request for a Rezoning (ZON-74313) from C-1 (Limited Commercial) to R-4 (High Density Residential) on 4.62 acres at the southeast corner of Charleston Boulevard and Lindell Road. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a request for a Rezoning (SDR-75858) for a proposed 144-unit Senior Citizen Apartments development on 4.62 acres at the southeast corner of Charleston Boulevard and Lindell Road. The Planning Commission recommended approval; staff recommended denial.

Most Recent Change of Ownership	
10/14/17	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
Pre-1991	A business license (C25-00606) was issued for a contractor at 5301 West Charleston Boulevard. The license is active.
01/24/90	A building permit (#90054326) was issued for the installation of an Off-Premise Sign at 5301 West Charleston Boulevard. The permit received its final inspection on 03/01/90.
02/15/90	A building permit (#90057393) was issued for repairs to an Off-Premise Sign at 5301 West Charleston Boulevard. The permit received its final inspection on 02/16/90.
01/21/09	A building permit (#132011) was issued for a 125 amp panel at 5301 West Charleston Boulevard. The permit remains open.
02/28/17	A business license (G65-01160) was issued for tree/plant sales and installation at 5301 West Charleston Boulevard. The license is active.

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.

Field Check	
05/27/21	The site contains a plant nursery. The subject Off-Premise Sign has a center-mounted structural pole with one sign panel facing each direction. The west-facing panel does not currently show any advertising. The sign and structural pole were in good condition with no graffiti or bird droppings present. No bird deterrent devices were detected.

Details of Application Request	
Site Area	
Net Acres	5.74

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Off-Premise Sign Garden Supply/Plant Nursery	MXU (Mixed Use)	C-1 (Limited Commercial)
North	General Retail Store, Other than Listed	MXU (Mixed Use)	C-1 (Limited Commercial)
South	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
East	General Retail Store, Other Than Listed Restaurant General Personal Service Martial Arts Studio	MXU (Mixed Use)	C-1 (Limited Commercial)
West	General Personal Service Pet Shop General Retail Store, Other Than Listed	MXU (Mixed Use)	C-1 (Limited Commercial)
	Undeveloped	H (High Density Residential)	R-4 (High Density Residential)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (200 Feet)	Y

Other Plans or Special Requirements	*Compliance*
Trails	N/A
Las Vegas Redevelopment Plan Area - Area 2	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.12.120, the following standards apply:

Standards	*Code Requirements*	*Provided*	*Compliance*
Location	No off-premise sign may be located within public right-of-way	Not in public ROW Not in Off-Premise Sign Exclusionary Zone	Y
Zoning	Permitted only in the C-1, C-2, C-M and M zoning districts, except permitted in the C-V district if the parcel is operated or controlled by an agency of local, state or federal government.	Located in the C-1 (Limited Commercial) zoning district	Y
Setback	Off-premise signs shall not be located closer than 10 feet to the right-of-way line of a freeway nor closer than 50 feet to the intersection of the present or future rights-of-way of any two public roads, streets or highways.	Set back approx. 20 feet from the Charleston Boulevard ROW and approx. 125 feet from the nearest intersection	Y
Area	No off-premise sign shall have a surface area greater than 672 SF, except that an embellishment 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.	Each display face contains 672 SF. One embellishment is attached (approved 2017).	Y

Pursuant to Title 19.12.120, the following standards apply:

Standards	*Code Requirements*	*Provided*	*Compliance*
Height	No taller than 40 feet from grade at the point of construction; may be raised a maximum of 30 feet above an adjacent elevated freeway or to 55 feet if a significant portion of the display surface is obscured from view from the travel lanes of the freeway.	40 feet from grade to top of the sign.	Y
Screening	All structural elements of an off-premise sign to which the display panels are attached shall be screened from view.	All structural elements of the sign are screened from public view.	Y
Distance Separation	At least 750 feet to another off-premise sign along freeway frontage or at least 300 feet to another off-premise Sign (if not freeway)	Not oriented to freeway Approx. 350 feet from the nearest off-premise sign	Y
	At least 300 feet to the nearest property line of a lot in any “R” or “U” zoned districts.	Approx. 175 feet from property zoned R-4	N*
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.	Sign is permanently attached to the ground, detached from any other structures and located property with only commercial uses	Y

*The subject off-premise sign was approved and erected prior to the current requirement for a 300-foot distance separation between an off-premise sign and any “R” or “U” prefixed property.

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

21-0243 04/27/2021

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Required Review

Project Address (Location) 5301 W Charleston Blvd

Project Name 5301 W Charleston Blvd Billboard RQR **Proposed Use** Existing

Assessor's Parcel #(s) 163-01-501-011 **Ward #** 1

General Plan: Existing X Proposed _____ **Zoning:** Existing C-1 Proposed _____

Additional Information Required Review of an existing off-premise advertising sign

Property Owner Moon Valley Nursery Vegas LLC Contact _____

Address _____ City _____ State ____ Zip _____

E-mail _____ Phone _____

Applicant Clear Channel Outdoor Contact Lonnie Jones

Address 6355 S. Cimarron Rd. Ste 170 City Las Vegas State NV Zip 89113

E-mail Lonniejones@clearchannel.com Phone 702-238-7209

Representative Same as above Contact _____

Address _____ City _____ State ____ Zip _____

E-mail _____ Phone _____

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)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Lonnie Jones

Subscribed and sworn before me

This 16th day of April, 20 21

_____

Notary Public in and for said County and State

JENNIFER TEXTOR
Notary Public
State of Nevada
Appt. No. 20-0793-01
My Appt. Expires Oct. 20, 2024



Vicinity Map



N

S

Clear Channel Outdoor	
Date: 4/12/2021	Owner: Moon Valley Nursery
APN: 163-01-501-011	
Address: 5301 W. Charleston Blvd	
Zoning: C-1	
General Notes: Required review Existing off-premise sign.	

21-0243
04/27/2021



21-0243-RQR1 – APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: MOON VALLEY NURSERY VEGAS, LLC
5301 WEST CHARLESTON BOULEVARD

05/27/21



21-0243-RQR1 – APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: MOON VALLEY NURSERY VEGAS, LLC
5301 WEST CHARLESTON BOULEVARD

05/27/21

Clear Channel Outdoor

21-0243
04/27/2021

April 12, 2021

City of Las Vegas
Planning and Development Services
333 North Rancho Drive
Las Vegas, NV 89106

RE: RQR for Existing Off-Premise Advertising Billboard Sign
(APN No. 163-01-501-011)

Physical Address: 5301 W Charleston Blvd.

To Whom It May Concern:

Channel Outdoor is submitting to the City of Las Vegas Current Planning Department the required documentation for our permit renewal of an existing off-premise advertising sign located at the above-mentioned address. Our off-premise advertising sign has been properly maintained, no significant changes have occurred within the area, therefore we respectfully request approval.

Should you have any questions or concerns please contact me directly at 702.238.7209

Sincerely,

Lonnie Jones
Real Estate Manager
Clear Channel Outdoor
6355 S. Cimarron Ave., Suite 170
Las Vegas, NV 89113
702.238.7209 fax 702.238.7266
email: Lonniejones@clearchannel.com

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: **21-0243-RQR1**

SUBJECT: **APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: MOON VALLEY NURSERY VEGAS, LLC**

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***JULY 7, 2021 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor 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)464-7499*** or e-mail to ***cburney@lasvegasnevada.gov***. If there is no one present at the City Council 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 City Councilperson 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 ***TUESDAY, JULY 6, 2021.***

Signature

6/30/2021
Date

Lonnie Jones
Please Print Name

Clear Channel Outdoor
Company Name

Sincerely,

Seth Floyd
Director of Community Development
Department of Planning

Submitted after final agenda

AGENDA ITEM #54
RECEIVED 06.30.21

RECEIVED
CITY CLERK

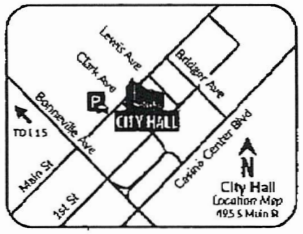
2021 JUL -1 P 1:23

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630



Scan or go to:
www.lasvegasnevada.gov/meetings

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address 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.

21-0243-RQR1

City Council Meeting of **07/07/2021**

21-0243-RQR1
16301610010
RENTERIA BERTHA HERNANDEZ
CORONA JOSE RUFO
10022 AMBER FIELD ST
LAS VEGAS NV 89178

113 DROFNP1 89178

Submitted after final agenda

Item 54

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

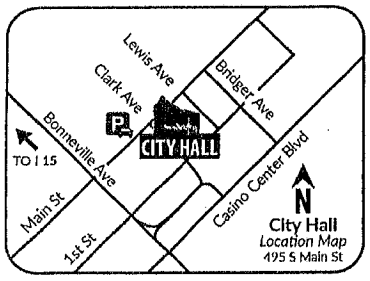
Return Service Requested

Official Notice of Public Hearing

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK

2021 JUL -6 P 12: 14



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0243-RQR1

City Council Meeting of **07/07/2021**

21-0243-RQR1
16301103013
DAVIS KENT W TRUST
DAVIS KENT W TRS
5600 DEL REY AVE
LAS VEGAS NV 89146

127 DRDFNP1 89146

There are to many billboards on charleston. The City should be activity Removing Billboards over the past 10 years, the city has been doing a good job cleaning up this part of town. You should be putting up billboards in ~~Summerlin~~ Summerlin. They do not have enough. why don't they have billboards. Because the City wants Summerlin to be a nice place. ~~They~~ The City Should make las Vegas a nice place and get Rid of all billboards.

Kent W Davis

Submitted after final agenda
Item: 54

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

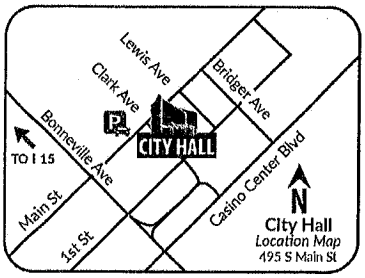
Return Service Requested

Official Notice of Public Hearing

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK

2021 JUL -6 P 12: 13



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www.lasvegasnevada.gov/meetings

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☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0243-RQR1

City Council Meeting of **07/07/2021**

21-0243-RQR1
16301610022
HUHN SANDRA JEAN & KEVIN
165 EMMAUS RD
POQUOSON VA 23662-1234

2 ORDMP1 23662

Submitted after final agenda

Item 54

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

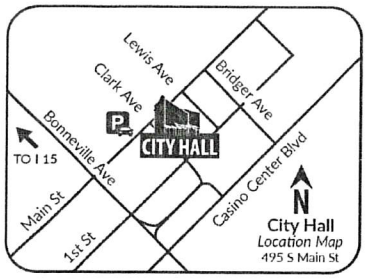
Return Service Requested

Official Notice of Public Hearing

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK

2021 JUL -6 A 9:24



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0243-RQR1

City Council Meeting of **07/07/2021**

21-0243-RQR1
16301511014
QUICK DANIEL L & FAITH TRUST
QUICK FAITH TRS
PO BOX 571321
LAS VEGAS NV 89157-1321

37 DRDFNP1 89157

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
55

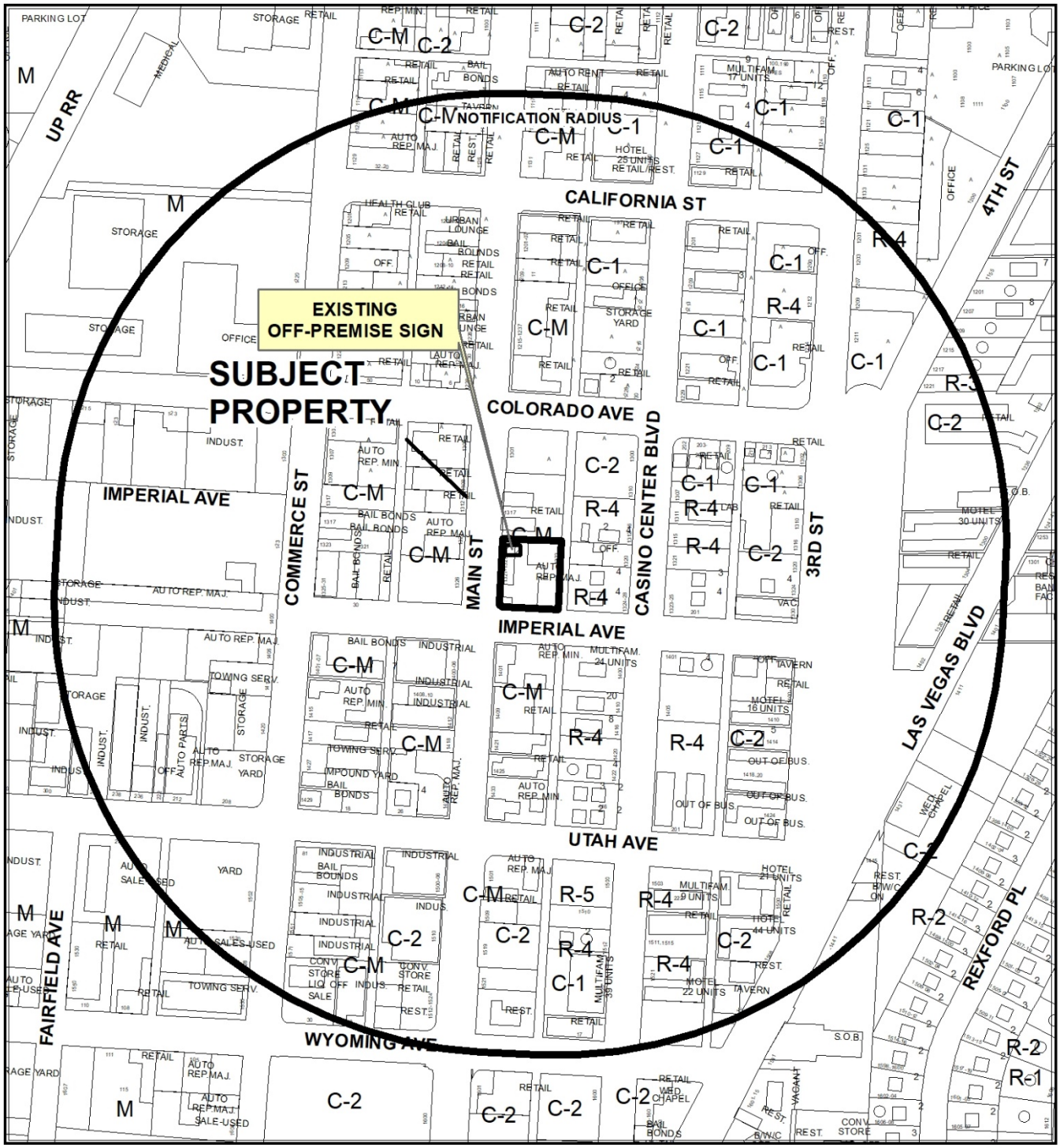
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0244-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: PROVIEW SERIES, LLC SERIES 32 - For possible action on a Required Review of an approved Special Use Permit (U-0171-89) FOR A 40-FOOT TALL, 12-FOOT BY 24-FOOT OFF-PREMISE SIGN at 1323 South Main Street (APN 162-03-105-008), C-M (Commercial/Industrial) Zone, Ward 3 (Diaz). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	1

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda - Executed Condition Confirmation Documentation and Support Postcard



CASE: 21-0244-RQR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)



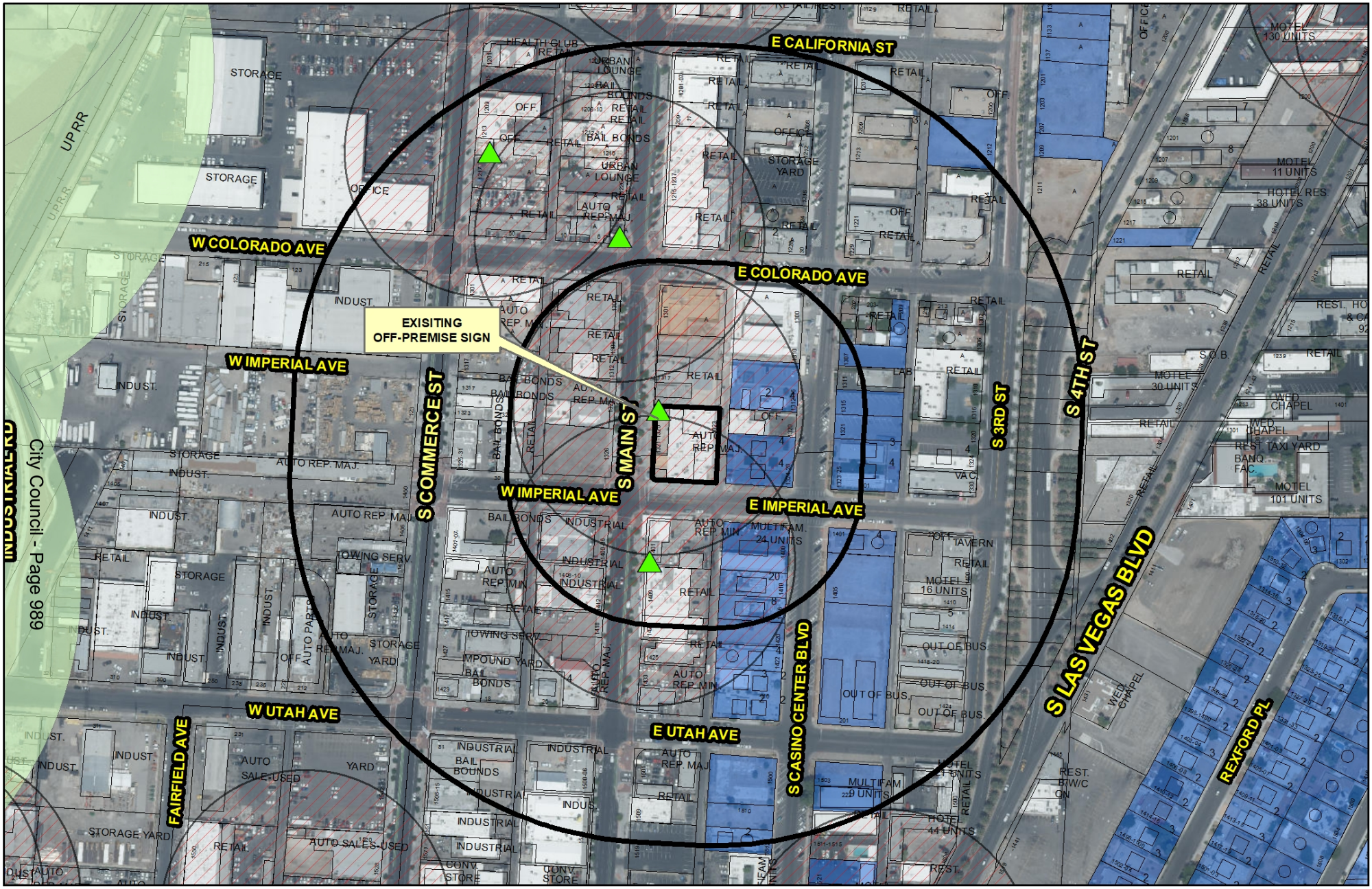
0 255 510 Feet

CASE: 21-0244-RQR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)

N



21-0244-RQR1

- Subject Parcel
- Proposed Billboard Location
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Proposed Billboard
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Billboard / Distance from Freeway
- 750 Foot Buffer Around Proposed Billbard / Distance From Freeway

- Freeway
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

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

Date: Monday, June 14, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 7, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: PROVIEW SERIES, LLC SERIES 32

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0244-RQR1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NOTICES MAILED 188 (By Planning)

PROTESTS 0

APPROVALS 0

SS

**** CONDITIONS ****

21-0244-RQR1 CONDITIONS

Planning

1. Conformance to the Conditions of Approval for Special Use Permit (U-0171-89).

2. The applicant shall submit an application to the City of Las Vegas for a Required Review of this Special Use Permit in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for fees associated with the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. 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.

4. 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.

5. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit 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.

6. 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 required three-year review of an approved Special Use Permit (U-0171-89) for an existing 40-foot tall, 12-foot by 24-foot Off-Premise Sign at 1323 South Main Street.

ISSUES

- This is the 10th required review of the approved Special Use Permit (U-0171-89).
- Conditions and land uses in the vicinity of the off-premise sign have not significantly changed since the previous review in 2017.
- A building permit was issued for this Off-Premise sign on 01/25/90, with a final inspection completed on 01/21/09.
- The sign is legally nonconforming with respect to distance separation from a parcel having an “R” zoning prefix.

ANALYSIS

The subject Off-Premise Sign is located on property containing a restaurant. The sign is oriented toward the northbound and southbound lanes of Main Street. Both sides of Main Street remain exclusively commercial in character.

The site is located within Redevelopment Area 1. While there has been some redevelopment activity in the area, including on the subject site, the changes have resulted in new commercial uses only and are not significantly different in character since the previous review. The sign is therefore still appropriate along this corridor.

The sign is located approximately 140 feet from a parcel zoned R-4 (High Density Residential) having a multi-family residential use. Title 19 currently requires a 300-foot distance separation from any parcel zoned with a “U” or “R” prefixed classification. The “R”-prefix prohibition came into effect in 1995 after the sign had been approved and constructed, and the protected parcels had been zoned R-4 prior to 1990, when the off-premise sign was erected.

During a recent field check of the site, staff noted the sign faces were in good condition with no graffiti present on the structural pole. There are no embellishments affixed to the sign. Two bird deterrent devices are attached to the top of the sign, which were added in 2020. No evidence of a bird nuisance related to this sign could be detected.

FINDINGS (21-0244-RQR1)

Title 19.12.120(B) states that "After conducting a review, the City Council may require removal of [an Off-Premise] sign if it is demonstrated that conditions in the surrounding area have changed in such a manner that the sign no longer meets the standards established in LVMC 19.16.110(L)." The establishment of Redevelopment Area 1 has not significantly altered land use in the area so as to change the area's character. The site remains suitable for an Off-Premise Sign use. A valid building permit was issued for the sign and all inspections have been completed. The sign is in compliance with Special Use Permit (U-0171-89) and remains compatible with the adjacent land uses. Therefore, staff recommends approval with conditions requiring a three-year review. If denied, the off-premise sign must be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
12/20/89	The City Council approved a request for a Special Use Permit (U-0171-89) for a 12-foot by 24-foot Off-Premise Sign at 1323 South Main Street. The Board of Zoning Adjustment and staff recommended approval. This sign replaced an existing off-premise sign that had been damaged by wind.
01/18/95	The City Council approved a five-year Required Review [U-0171-89(1)] of an approved Special Use Permit (U-0171-89) for a 12-foot by 24-foot Off-Premise Advertising (Billboard) Sign at 1323 South Main Street. The Board of Zoning Adjustment and staff recommended approval.
04/19/95	The City Council adopted Ordinance #3884, which amended LVMC Title 19 to prohibit off-premise signs within 300 feet of the nearest property line of any parcel having a zoning classification with an "R" prefix.
04/05/00	The City Council approved an appeal of the denial by the Planning Commission of a five-year Required Review [U-0171-89(2)] of an approved Special Use Permit (U-0171-89) for a 12-foot by 24-foot Off-Premise Advertising (Billboard) Sign at 1323 South Main Street. Staff recommended denial, as the use was deemed to be incompatible with the objectives of the Downtown Redevelopment Area.
06/05/02	The City Council approved a two-year Required Review [U-0171-89(3)] of an approved Special Use Permit (U-0171-89) for a 12-foot by 24-foot Off-Premise Advertising (Billboard) Sign at 1323 South Main Street.
07/07/04	The City Council approved a two-year Required Review (RQR-4271) of an approved Special Use Permit (U-0171-89) for a 40-foot tall, 12-foot by 24-foot Off-Premise Advertising (Billboard) Sign at 1323 South Main Street. The Planning Commission and staff recommended approval.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
11/16/05	The City Council approved a one-year Required Review (RQR-8821) of an approved Special Use Permit (U-0171-89) for a 40-foot tall, 12-foot by 24-foot Off-Premise Advertising (Billboard) Sign at 1323 South Main Street. The Planning Commission recommended approval; staff recommended denial.
06/21/06	The City Council approved a six-month Required Review (RQR-12716) of an approved Special Use Permit (U-0171-89) for a 40-foot tall, 12-foot by 24-foot Off-Premise Advertising (Billboard) Sign at 1323 South Main Street. The Planning Commission recommended approval; staff recommended denial.
12/17/08	The City Council approved a two-year Required Review (RQR-30321) of an approved Special Use Permit (U-0171-89) for a 40-foot tall, 12-foot by 24-foot Off-Premise Sign at 1323 South Main Street. The Planning Commission recommended approval; staff recommended denial.
03/21/12	The City Council approved a three-year Required Review (RQR-44084) of an approved Special Use Permit (U-0171-89) for a 40-foot tall, 12-foot by 24-foot Off-Premise Sign at 1323 South Main Street. The Planning Commission and staff recommended approval.
03/15/17	The City Council approved a five-year Required Review (RQR-68062) of an approved Special Use Permit (U-0171-89) for a 40-foot tall, 12-foot by 24-foot Off-Premise Sign at 1323 South Main Street. Staff recommended approval.

Most Recent Change of Ownership	
10/06/16	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/25/90	A building permit (#90054325) was issued for replacement of an existing off-premise sign at 1323 South Main Street. The permit became inactive 11/18/92.
12/30/08	A building permit (C-130316) was issued for a building final-only inspection of an existing off-premise sign at 1323 South Main Street. The permit received its final inspection on 01/21/09.
04/27/18	A temporary business license (G66-02738) was issued for used auto sales at 1323 South Main Street. The license was not renewed and was thus denied 01/23/19.
05/05/21	A business license (G69-01823) was issued for a restaurant (Soulbelly BBQ) at 1327 South Main Street. The license remains active.
	A temporary business license (P68-00251) was issued for a tavern-limited establishment (Soulbelly BBQ) at 1327 South Main Street. The license remains active.

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.

Field Check	
05/27/21	The site contains a restaurant with outdoor seating. The subject Off-Premise Sign has a center-mounted structural pole with one sign panel facing each direction. The sign and structural pole were in good condition with no bird droppings present. Bird deterrent devices are present.

Details of Application Request	
Site Area	
Net Acres	0.46

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Off-Premise Sign Restaurant Tavern-Limited Establishment	C (Commercial)	C-M (Commercial/ Industrial)
North	Cannabis Dispensary (approved) General Retail Store, Other Than Listed	C (Commercial)	C-M (Commercial/ Industrial)
South	General Retail Store, Other Than Listed	C (Commercial)	C-M (Commercial/ Industrial)
East	Office, Other Than Listed Multi-Family Residential	MXU (Mixed Use)	C-1 (Limited Commercial) R-4 (High Density Residential)
West	Undeveloped Tattoo Parlor/Body Piercing Studio	C (Commercial)	C-M (Commercial/ Industrial)

Master and Neighborhood Plan Areas	***Compliance***
Vision 2045 Downtown Las Vegas Master Plan (Gateway District)	Y
Special Area and Overlay Districts	***Compliance***
DTLV-O (Downtown Las Vegas Overlay) District – Area 1	Y
LW-O (Live/Work Overlay) District	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area – Area 1	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.12.120, the following standards apply:

Standards	***Code Requirements***	***Provided***	***Compliance***
Location	No off-premise sign may be located within public right-of-way	Not in public ROW Not in Off-Premise Sign Exclusionary Zone	Y
Zoning	Permitted only in the C-1, C-2, C-M and M zoning districts, except permitted in the C-V district if the parcel is operated or controlled by an agency of local, state or federal government.	Located in the C-M (Commercial/Industrial) zoning district	Y
Setback	Off-premise signs shall not be located closer than 10 feet to the right-of-way line of a freeway nor closer than 50 feet to the intersection of the present or future rights-of-way of any two public roads, streets or highways.	Not adjacent to freeway. Approx. 150 feet from the nearest intersection	Y
Area	No off-premise sign shall have a surface area greater than 672 SF, except that an embellishment 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.	Each display face contains 288 SF. No embellishments are attached.	Y

Pursuant to Title 19.12.120, the following standards apply:

Standards	*Code Requirements*	*Provided*	*Compliance*
Height	No taller than 40 feet from grade at the point of construction; may be raised a maximum of 30 feet above an adjacent elevated freeway or to 55 feet if a significant portion of the display surface is obscured from view from the travel lanes of the freeway.	40 feet from grade to top of the sign.	Y
Screening	All structural elements of an off-premise sign to which the display panels are attached shall be screened from view.	All structural elements of the sign are screened from public view.	Y
Distance Separation	At least 750 feet to another off-premise sign along freeway frontage or at least 300 feet to another off-premise Sign (if not freeway)	Not oriented to freeway Approx. 320 feet from the nearest off-premise sign	Y
	At least 300 feet to the nearest property line of a lot in any “R” or “U” zoned districts.	Approx. 140/150 feet from properties zoned R-4	N*
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.	Sign is permanently attached to the ground, detached from any other structures and located property with only commercial uses	Y

*The subject off-premise sign was approved and erected prior to the current requirement for a 300-foot distance separation between an off-premise sign and any “R” prefixed property. The R-4 properties that are protected were zoned R-4 prior to construction of the off-premise sign.

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

21-0244 04/26/2021

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Required Review

Project Address (Location) 1327 S Main St

Project Name 1327 Main St Billboard RQR **Proposed Use** Existing

Assessor's Parcel #(s) 162-03-105-008 **Ward #** 3

General Plan: Existing X Proposed _____ **Zoning:** Existing C-M Proposed _____

Additional Information Required Review of an existing off-premise advertising sign

Property Owner Proview Series LL C-Series 32 Contact _____

Address _____ City _____ State ____ Zip _____

E-mail _____ Phone _____

Applicant Clear Channel Outdoor Contact Lonnie Jones

Address 6355 S. Cimarron Rd. Ste 170 City Las Vegas State NV Zip 89113

E-mail Lonniejones@clearchannel.com Phone 702-238-7209

Representative Same as above Contact _____

Address _____ City _____ State ____ Zip _____

E-mail _____ Phone _____

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)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Lonnie Jones

Subscribed and sworn before me

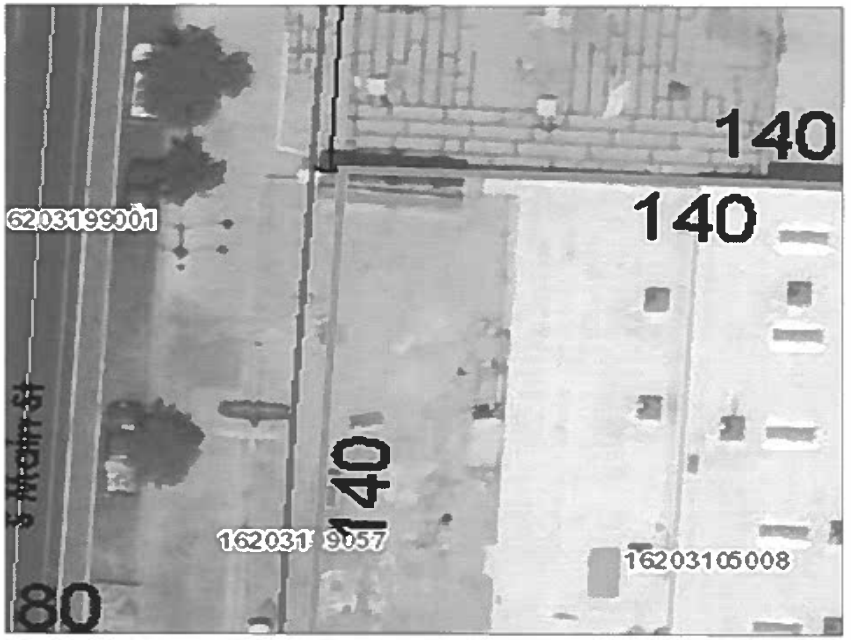
This 16th day of April, 20 21

_____

Notary Public in and for said County and State

JENNIFER TEXTOR
Notary Public
State of Nevada
Appt. No. 20-0793-01
My Appt. Expires Oct. 20, 2024





Vicinity Map

N

S

Clear Channel Outdoor	
Date: 4/12/2021	Owner: Proview Series
APN: 162-03-105-008	
Address: 1327 Main St	
Zoning: C-M	
General Notes: Required review Existing off-premise sign.	

21-0244
04/26/2021



21-0244-RQR1 – APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: PROVIEW SERIES, LLC SERIES 32
1323 SOUTH MAIN STREET

05/27/21

Clear Channel Outdoor

21-0244
04/26/2021

April 12, 2021

City of Las Vegas
Planning and Development Services
333 North Rancho Drive
Las Vegas, NV 89106

RE: RQR for Existing Off-Premise Advertising Billboard Sign
(APN No. 162-03-105-008)

Physical Address: 1327 S. Main St.

To Whom It May Concern:

Channel Outdoor is submitting to the City of Las Vegas Current Planning Department the required documentation for our permit renewal of an existing off-premise advertising sign located at the above-mentioned address. Our off-premise advertising sign has been properly maintained, no significant changes have occurred within the area, therefore we respectfully request approval.

Should you have any questions or concerns please contact me directly at 702.238.7209

Sincerely,

Lonnie Jones
Real Estate Manager
Clear Channel Outdoor
6355 S. Cimarron Ave., Suite 170
Las Vegas, NV 89113
702.238.7209 fax 702.238.7266
email: Lonniejones@clearchannel.com

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: **21-0244-RQR1**

SUBJECT: **APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: PROVIEW SERIES, LLC SERIES 32**

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***JULY 7, 2021 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor 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)464-7499*** or e-mail to ***cburney@lasvegasnevada.gov***. If there is no one present at the City Council 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 City Councilperson 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 ***TUESDAY, JULY 6, 2021.***

	6/30/2021
Signature	Date
Lonnie Jones	
Please Print Name	
Clear Channel Outdoor	
Company Name	

Sincerely,

Seth Floyd
Director of Community Development
Department of Planning

Submitted after final agenda

AGENDA ITEM #55
RECEIVED 06.30.21

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

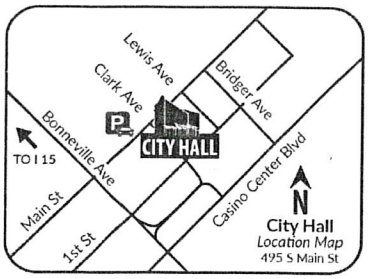
Return Service Requested

Official Notice of Public Hearing

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK

2021 JUL -6 P 12:14



Scan or go to:
www.lasvegasnevada.gov/meetings

yes I support

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address 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.

21-0244-RQR1
16203105009
197 E CALIFORNIA STREET L L C
197 E CALIFORNIA AVE STE 201
LAS VEGAS NV 89104

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0244-RQR1

City Council Meeting of **07/07/2021**

93 DRDFNP1 89104

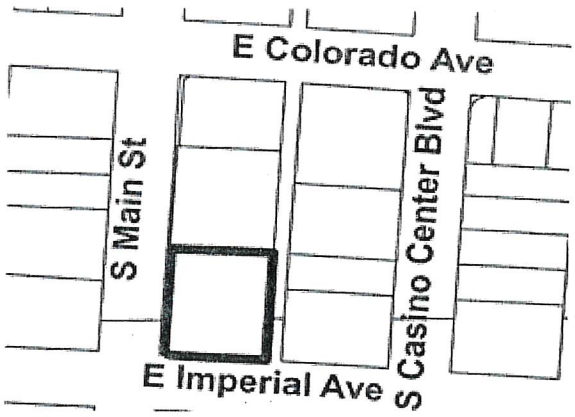
Application Information

21-0244-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: PROVIEW SERIES, LLC SERIES 32 - For possible action on a Required Review of an approved Special Use Permit (U-0171-89) FOR A 40-FOOT TALL, 12-FOOT BY 24-FOOT OFF-PREMISE SIGN at 1323 South Main Street (APN 162-03-105-008), C-M (Commercial/Industrial) Zone, Ward 3 (Diaz). Staff recommends APPROVAL.

yes I support

signature 197 E California street LLC

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	07/07/2021
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 a.m.

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, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For more information, go to www.lasvegasnevada.gov/meetings or call (702) 229-6311 (TTY 7-1-1). Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.

Submitted after final agenda Item: 55

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
56

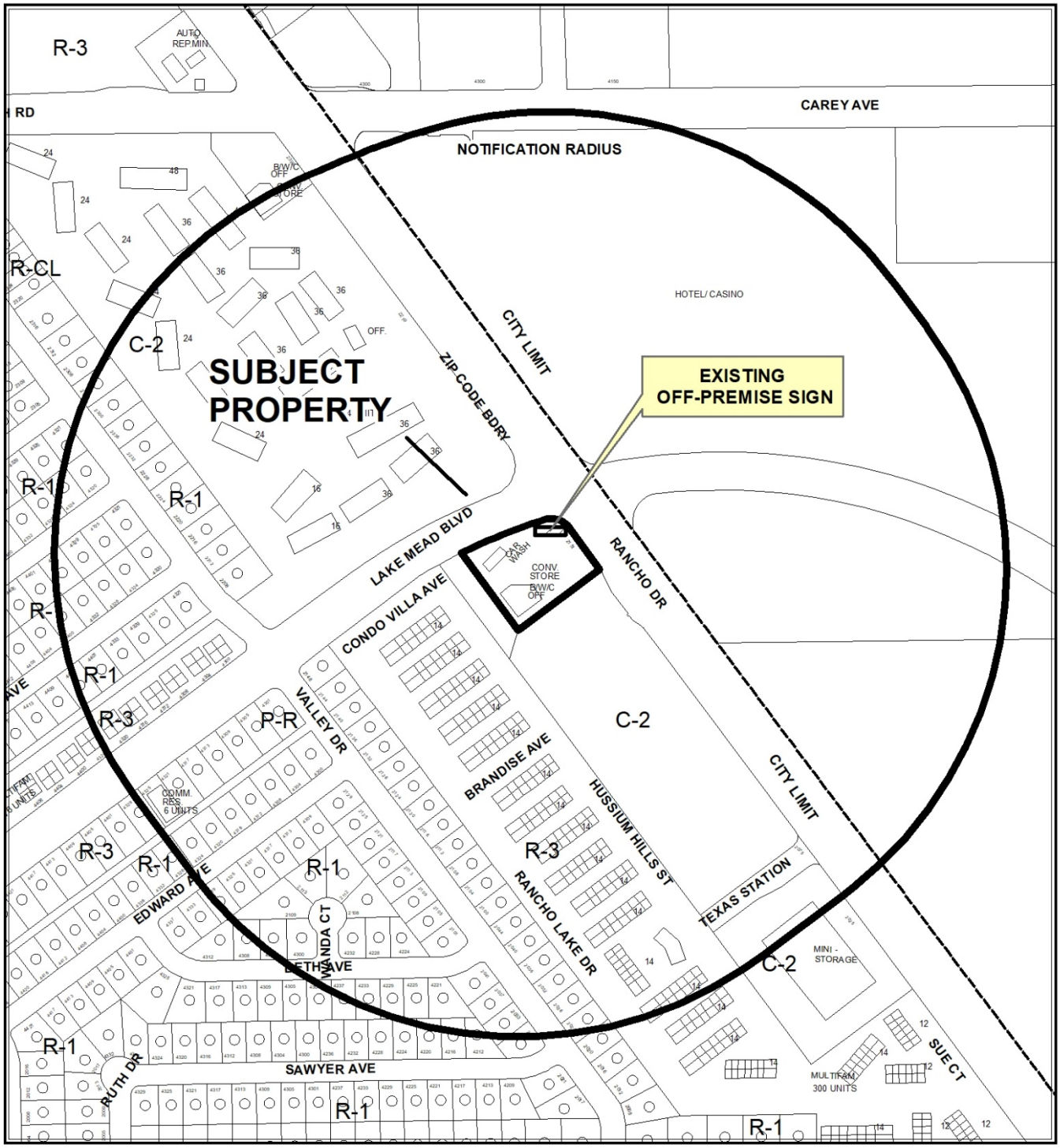
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0245-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: RANCHO LAS VEGAS PROPERTY, LLC - For possible action on a request for a Required Review of an approved Special Use Permit (U-0029-96) FOR AN EXISTING 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 2151 North Rancho Drive (APN 139-19-103-002), C-2 (General Commercial) Zone, Ward 5 (Crear). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	1

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda - Executed Condition Confirmation Documentation and Support Postcard



0 280 560 Feet

CASE: 21-0245-RQR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

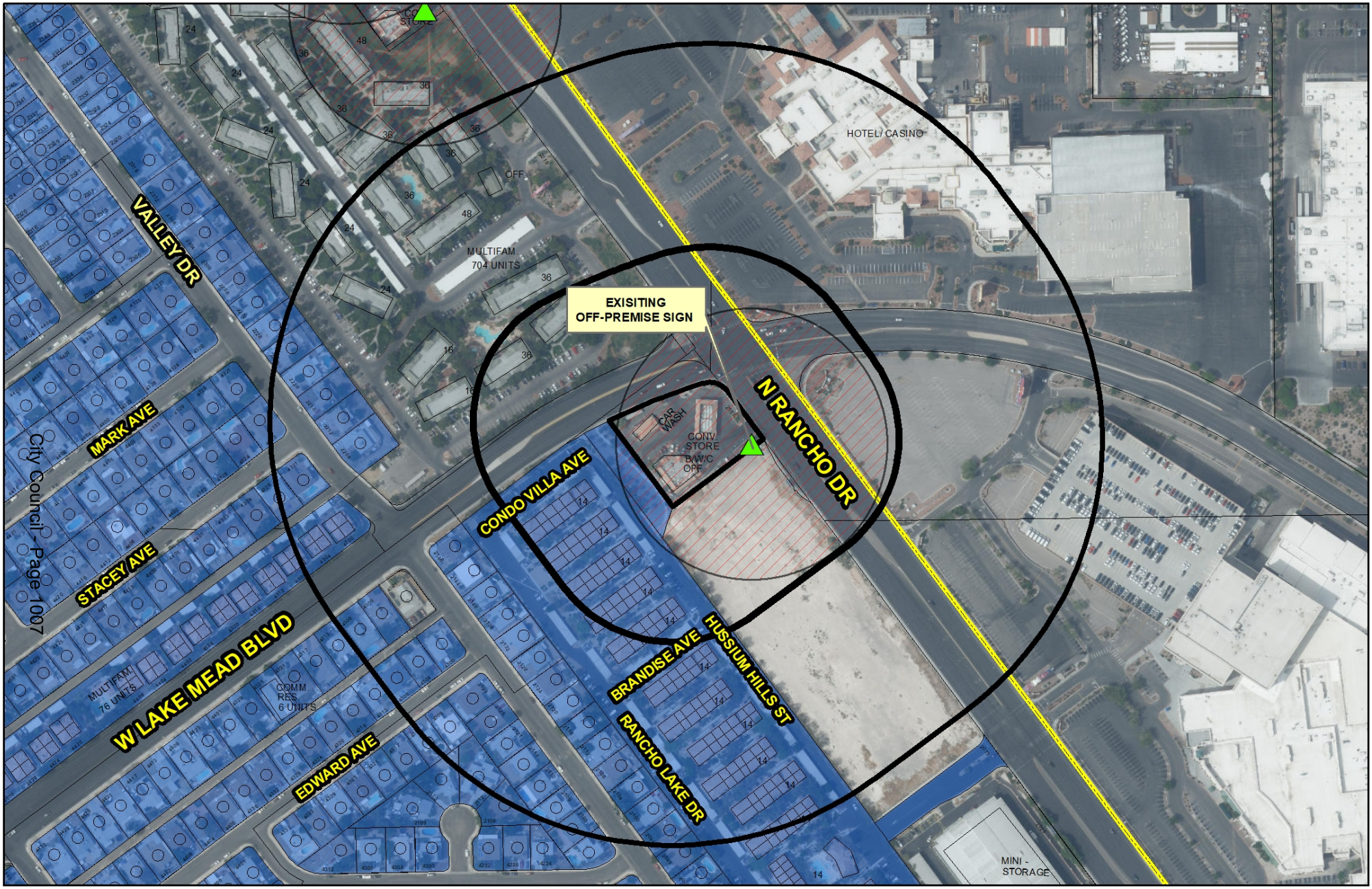
N



CASE: 21-0245-RQR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



21-0245-RQR1

- Subject Parcel
- Proposed Billboard Location
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Proposed Billboard
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Billboard / Distance from Freeway
- 750 Foot Buffer Around Proposed Billbard / Distance From Freeway

- Freeway
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

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

Date: Monday, June 14, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 7, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: RANCHO LAS VEGAS PROPERTY, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0245-RQR1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NOTICES MAILED 494 (By Planning)

PROTESTS 0

APPROVALS 0

SS

**** CONDITIONS ****

21-0245-RQR1 CONDITIONS

Planning

1. Conformance to the Conditions of Approval for Special Use Permit (U-0029-96).

2. The applicant shall submit an application to the City of Las Vegas for a Required Review of this Special Use Permit in five (5) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for fees associated with the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. 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.

4. 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.

5. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit 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.

6. 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 required three-year review of an approved Special Use Permit (U-0029-96) for an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2151 North Rancho Drive.

ISSUES

- This is the fourth required review of the approved Special Use Permit (U-0029-96) for the Off-Premise Sign use.
- The existing off-premise sign is nonconforming with respect to distance separation from residentially zoned property and the 35-foot height restriction of the Airport Overlay District.
- In 2001 a development was approved west of the subject site requiring a General Plan Amendment and Rezoning to accommodate a residential use. The subject sign is now nonconforming with respect to separation distance from an “R” zoning district. However, the character of the area remains an established major commercial corridor.

ANALYSIS

The subject Off-Premise sign is located within the parking area of an existing convenience store in a C-2 (General Commercial) zoning district. The sign is oriented toward the northbound and southbound lanes of Rancho Drive. There is a mix of commercial and multi-family uses along this highway corridor zoned C-2 (General Commercial) and R-3 (Medium Density Residential).

The off-premise sign is 40 feet in height. The sign was approved and constructed in 1996. In 1997, the A-O (Airport Overlay District) was adopted, which established an area restricting development to 35 feet in height. The regulations of the A-O now codified within LVMC Title 19.10.080 do not require any change in the construction, alteration or intended use of any structure which was begun prior to the adoption of the A-O District, whether or not the current requirements are met. In the three previous reviews, the City Council affirmed the compatibility of the sign with other development in the area, and the Clark County Department of Aviation had expressed no objection to the height of the sign.

In 2001, a 15.30-acre property to the west of this site was rezoned from C-2 (General Commercial) to R-3 (Medium Density Residential) by the City Council. The Off-Premise Sign use requires a distance separation of 300 feet between an off-premise sign and any "R" prefixed zoning district. This off-premise sign is therefore nonconforming with respect to distance separation from residentially zoned property. Title 19.14 rules that apply to nonconforming uses of land do not apply to off-premise signs. Instead, the City Council must determine compatibility of the sign with the surrounding area and whether current conditions have changed such that the sign no longer conforms to determinations for Special Use Permits, including site suitability, site access, safety and conformance with the objectives of the General Plan. The surrounding land uses have not significantly changed since the previous review, and staff and the City Council have found the use to be compatible with the neighboring multi-family residential developments in the past three reviews. Rancho Drive remains a major commercial-based highway corridor that is an appropriate location for off-premise signage.

During a recent field check of the site, staff noted the sign faces were in good condition with minor graffiti present on the structural pole. There is currently an embellishment affixed to the south-facing sign panel that was approved in 2019. Bird deterrent devices were not visible during the field check; however, no evidence of a bird nuisance related to this sign could be detected.

FINDINGS (21-0245-RQR1)

Title 19.12.120(B) states that "After conducting a review, the City Council may require removal of [an Off-Premise] sign if it is demonstrated that conditions in the surrounding area have changed in such a manner that the sign no longer meets the standards established in LVMC 19.16.110(L)." Although a residential zoning district has been approved in the vicinity of the sign and a multi-family residential development constructed to the west of this site, the character of the area as a major commercial corridor has not changed and therefore the site remains suitable for an Off-Premise Sign use. A valid building permit was issued for the sign and all inspections have been completed. The sign is in compliance with Special Use Permit (U-0029-96) and remains compatible with the adjacent land uses. Therefore, staff recommends approval with conditions requiring a five-year review. If denied, the off-premise sign must be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
04/19/95	The City Council adopted Ordinance #3884, which amended LVMC Title 19 to prohibit off-premise signs within 300 feet of the nearest property line of any parcel having a zoning classification with an "R" prefix.
06/19/96	The City Council approved a request for a Special Use Permit (U-0029-96) for a 40-foot tall, 14-foot by 48-foot Off-premise Sign at 2151 North Rancho Drive. The Board of Zoning Adjustment and staff recommended approval.
03/24/97	The City Council adopted Ordinance #4073, which adopted a new zoning code revision as Title 19A. This code established the Airport Overlay District and related regulations.
07/18/01	The City Council approved a request for a General Plan Amendment (GPA-0030-00) from GC (General Commercial) to M (Medium Density Residential) on 15.30 acres located approximately 320 feet west of Rancho Drive between Lake Mead Boulevard and Coran Lane. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Rezoning (Z-0096-00) from C-2 (General Commercial) to R-3 (Medium Density Residential) on 15.30 acres located approximately 320 feet west of Rancho Drive between Lake Mead Boulevard and Coran Lane. The Planning Commission and staff recommended approval.
05/06/09	The City Council approved a Required Review (RQR-33341) of an approved Special Use Permit (U-0029-96) for an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2151 North Rancho Drive. The Planning Commission recommended approval and staff recommended denial as the subject sign had received no final inspection.
08/15/12	The City Council approved a Required Review (RQR-45374) of an approved Special Use Permit (U-0029-96) for an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2151 North Rancho Drive. The Department of Planning staff recommended approval.
06/17/15	The City Council approved a Required Review (RQR-57977) of an approved Special Use Permit (U-0029-96) for an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2151 North Rancho Drive. Staff recommended approval.
11/07/19	Department of Planning staff administratively approved a Minor Site Development Plan Review (SDR-77858) for a proposed five-foot tall, 24-foot wide embellishment on an existing off-premise sign at 2151 North Rancho Drive.

Most Recent Change of Ownership	
04/07/17	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/09/96	A building permit (#96013567) was issued for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2151 North Rancho Drive. The sign was built, but the permit was not finalized and expired on 08/29/98.
03/30/09	A building permit (C-135892) was issued for a "final only" inspection for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2151 North Rancho Drive. The permit was finalized on 05/11/09.
11/07/12	A building permit (C-223452) was issued to install new 200-amp service and subpanel for an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2151 North Rancho Drive. The permit was finalized on 02/11/13.

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.

Field Check	
05/27/21	The site contains a convenience store with fuel pumps and canopy. The subject Off-Premise Sign has a center-mounted structural pole. The south-facing sign panel has an embellishment attached; the north-facing sign has two panels but no embellishment. The sign and structural pole were in good condition with no bird droppings present. Bird deterrent devices were not detected. The pole had some minor graffiti present.

Details of Application Request	
Site Area	
Net Acres	1.17

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Off Premise Sign General Retail Store, Other Than Listed [Convenience Store]	GC (General Commercial)	C-2 (General Commercial)

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
North	Multi-Family Residential	M (Medium Density Residential)	C-2 (General Commercial)
South	Undeveloped	GC (General Commercial)	C-2 (General Commercial)
East	Hotel / Gaming Establishment, Nonrestricted	RC (Resort Commercial) [City of North Las Vegas]	C-2 (General Commercial) [City of North Las Vegas]
West	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)

Master and Neighborhood Plan Areas	*Compliance*
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (35 Feet)	N
Other Plans or Special Requirements	***Compliance***
Trails - Pedestrian Path (south side of Lake Mead Blvd - constructed)	Y
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.12.120, the following standards apply:

Standards	*Code Requirements*	*Provided*	*Compliance*
Location	No off-premise sign may be located within public right-of-way	Not in public ROW Not in Off-Premise Sign Exclusionary Zone	Y
Zoning	Permitted only in the C-1, C-2, C-M and M zoning districts, except permitted in the C-V district if the parcel is operated or controlled by an agency of local, state or federal government.	Located in the C-2 (General Commercial) zoning district	Y

Standards	*Code Requirements*	*Provided*	*Compliance*
Setback	Off-premise signs shall not be located closer than 10 feet to the right-of-way line of a freeway nor closer than 50 feet to the intersection of the present or future rights-of-way of any two public roads, streets or highways.	Set back approx. 24 feet from the Rancho Drive ROW and approx. 140 feet from the nearest intersection	Y
Area	No off-premise sign shall have a surface area greater than 672 SF, except that an embellishment 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.	Each display face contains 672 SF. One embellishment is attached (approved 2019).	Y
Height	No taller than 40 feet from grade at the point of construction; may be raised a maximum of 30 feet above an adjacent elevated freeway or to 55 feet if a significant portion of the display surface is obscured from view from the travel lanes of the freeway.	40 feet from grade to top of the sign.	Y*
Screening	All structural elements of an off-premise sign to which the display panels are attached shall be screened from view.	All structural elements of the sign are screened from public view.	Y
Distance Separation	At least 750 feet to another off-premise sign along freeway frontage or at least 300 feet to another off-premise Sign (if not freeway)	Not oriented to freeway Approx. 1200 feet from the nearest off-premise sign	Y
	At least 300 feet to the nearest property line of a lot in any “R” or “U” zoned districts.	Approx. 200 feet from property zoned R-3	N**

Standards	*Code Requirements*	*Provided*	*Compliance*
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.	Sign is permanently attached to the ground, detached from any other structures and located property with only commercial uses	Y

*The subject off-premise sign was approved and constructed to a height of 40 feet prior to the adoption of the Airport Overlay District, which required a maximum 35-foot height except as approved through a separate Special Use Permit.

**The subject off-premise sign was approved and erected after the current requirement for a 300-foot distance separation between an off-premise sign and any “R” prefixed property was adopted. The property to the west was zoned C-2 (General Commercial) at the time of the sign’s construction.

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

21-0245 05/05/2021

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Required Review

Project Address (Location) 2151 N Rancho Dr.

Project Name 2151 N Rancho Dr Billboard RQR **Proposed Use** Existing

Assessor's Parcel #(s) 139-19-103-002 **Ward #** 5

General Plan: Existing x Proposed _____ **Zoning:** Existing C-2 Proposed _____

Additional Information Required review of an existing off-premise advertising sign

Property Owner Hart & Moorman Properties LLC Easement Contact _____

Address _____ City _____ State ____ Zip _____

E-mail _____ Phone _____

Applicant Clear Channel Outdoor Contact Lonnie Jones

Address 6355 S. Cimarron Rd. Ste 170 City Las Vegas State NV Zip 89113

E-mail Lonniejones@clearchannel.com Phone 702-238-7209

Representative _____ Contact _____

Address _____ City _____ State ____ Zip _____

E-mail _____ Phone _____

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)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Lonnie Jones

Subscribed and sworn before me

This 16th day of April, 20 21

_____

Notary Public in and for said County and State

JENNIFER TEXTOR
Notary Public
State of Nevada
Appt. No. 20-0793-01
My Appt. Expires Oct. 20, 2024





Vicinity Map

N

S

Clear Channel Outdoor	
Date: 4/19/2021	Owner. Charles Richard Hart Jr
APN: 139-19-103-002	
Address: 2151 N Rancho Dr	
Zoning:C-2	
General Notes: RQR Existing off-premise sign.	

21-0245
04/26/2021



21-0245-RQR1 – APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: RANCHO LAS VEGAS PROPERTY, LLC
2151 NORTH RANCHO DRIVE

05/27/21



21-0245-RQR1 – APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: RANCHO LAS VEGAS PROPERTY, LLC
2151 NORTH RANCHO DRIVE

05/27/21

Clear Channel Outdoor

21-0245
04/26/2021

April 12, 2021

City of Las Vegas
Planning and Development Services
333 North Rancho Drive
Las Vegas, NV 89106

RE: RQR for Existing Off-Premise Advertising Billboard Sign
(APN No. 139-19-103-002)

Physical Address: 2151 N. Rancho Dr.

To Whom It May Concern:

Channel Outdoor is submitting to the City of Las Vegas Current Planning Department the required documentation for our permit renewal of an existing off-premise advertising sign located at the above-mentioned address. Our off-premise advertising sign has been properly maintained, no significant changes have occurred within the area, therefore we respectfully request approval.

Should you have any questions or concerns please contact me directly at 702.238.7209

Sincerely,

Lonnie Jones
Real Estate Manager
Clear Channel Outdoor
6355 S. Cimarron Ave., Suite 170
Las Vegas, NV 89113
702.238.7209 fax 702.238.7266
email: Lonniejones@clearchannel.com

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: 21-0245-RQR1

SUBJECT: APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: RANCHO LAS VEGAS PROPERTY, LLC

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***JULY 7, 2021 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor 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)464-7499*** or e-mail to ***cburney@lasvegasnevada.gov***. If there is no one present at the City Council 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 City Councilperson 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 ***TUESDAY, JULY 6, 2021.***

[signature] 6/30/2021

Signature Date

Lonnie Jones

Please Print Name

Clear Channel Outdoor

Company Name

Sincerely,

Seth Floyd
Director of Community Development
Department of Planning

Submitted after final agenda

AGENDA ITEM #56
RECEIVED 06.30.21

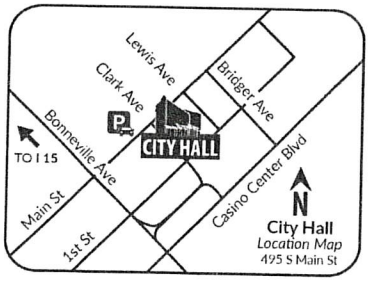
City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK
2021 JUL -6 A 9:24



Scan or go to:
www.lasvegasnevada.gov/meetings

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address 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.

21-0245-RQR1

City Council Meeting of **07/07/2021**

21-0245-RQR1
13919215039
QUICK DANIEL L & FAITH TRUST
QUICK FAITH TRS
PO BOX 571321
LAS VEGAS NV 89157-1321

37 DRDFNP1 89157

Submitted after final agenda

Item: S6

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
57

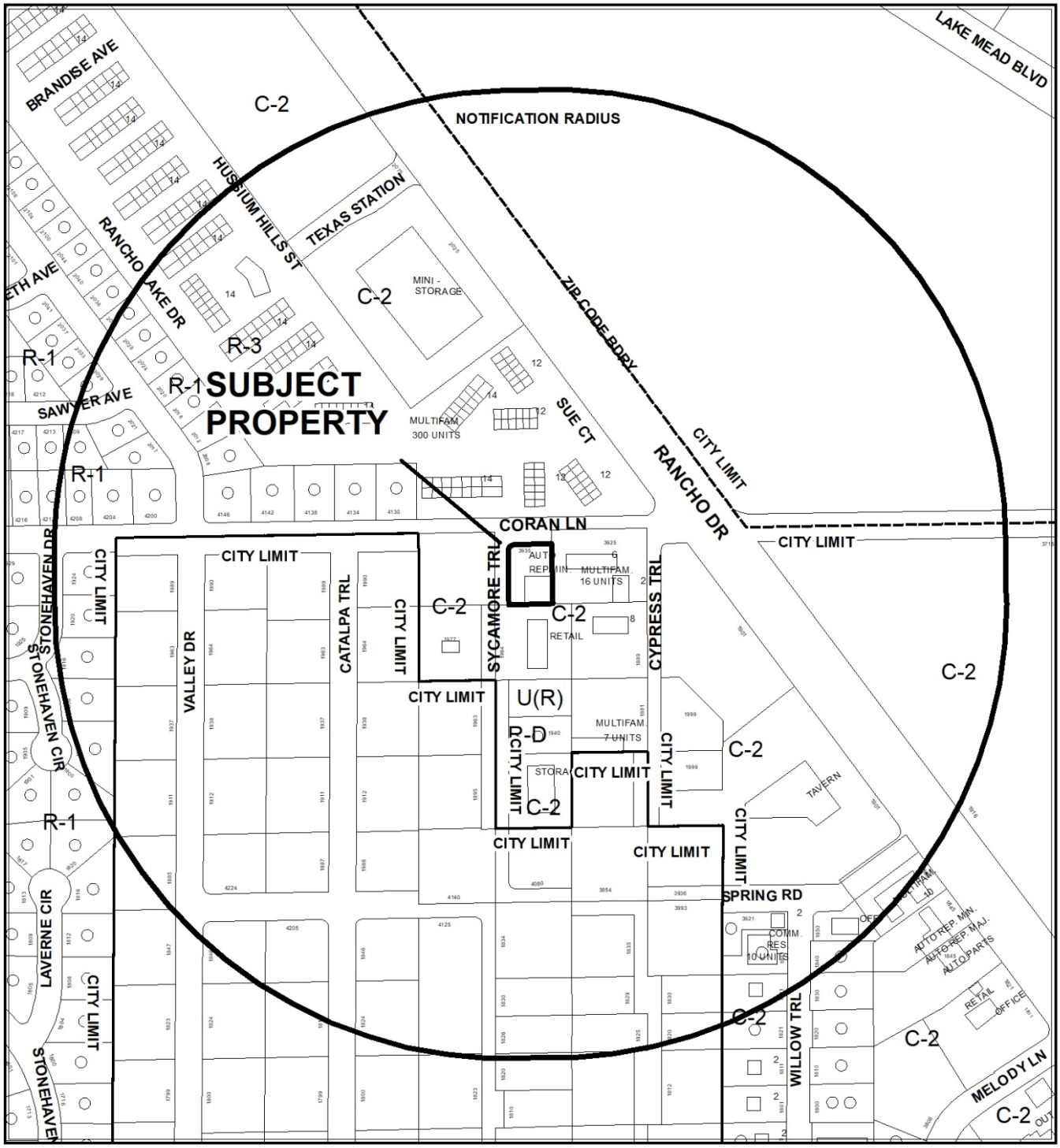
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0081-ROC1 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: BOKTOR MOTORS, INC. - For possible action on a Land Use Entitlement project request for a Review of Condition of Approval FOR SPECIAL USE PERMIT (SUP-76107) CONDITION OF APPROVAL NUMBER ONE (1) WHICH STATES, "NO CARS OFFERED FOR SALE SHALL BE LOCATED OUTSIDE OF THE ENCLOSED BUILDING." at 3939 Coran Lane (APN 139-19-703-001), Ward 5 (Crear). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	3	City Council Meeting	1

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda - Protest-Support Postcards



CASE: **21-0081-ROC1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



0 250 500 Feet

CASE: **21-0081-ROC1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 7, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: BOKTOR MOTORS, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
21-0081-ROC1	Staff recommends DENIAL, if approved subject to conditions:	

** NOTIFICATION **

NOTICES MAILED 104 (By Planning)

PROTESTS 0

APPROVALS 0

** CONDITIONS **

21-0081-ROC1 CONDITIONS

Planning

1. Condition Number One (1) of Special Use Permit (SUP-76107) shall be removed.

2. Conformance to the approved conditions for Special Use Permit (SUP-76107).

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

AS

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to remove Condition Number One (1) of Special Use Permit (SUP-76107) requiring “no cars offered for sale shall be located outside of the enclosed building” at 3939 Coran Lane.

ISSUES

- In June 2019, the City Council approved a Special Use Permit (SUP-76107) to allow a Motor Vehicle Sales (Used) use with a Waiver to allow 13,504 square feet of area for the use where 25,000 square feet is the minimum required.
- Condition Number One (1) of Special Use Permit (SUP-76107) states, “No cars offered for sale shall be located outside of the enclosed building.” The applicant is requesting the removal of this condition to allow cars for sale stored outside in a screened parking area.
- Code Enforcement Cases (CE20-01045 and CE20-06336) were reported since the approval of SUP-76107 which generally pertain to an abundance of vehicles for sale.

ANALYSIS

In June 2019, the City Council approved a Special Use Permit (SUP-76107) to allow a Motor Vehicle Sales (Used) use with a Waiver to allow 13,504 square feet of area for the use where 25,000 square feet is the minimum required at 3939 Coran Lane. At the time of approval, the City Council imposed additional Conditions of Approval for SUP-76107. Condition Number One (1) of Special Use Permit (SUP-76107) stated, “No cars offered for sale shall be located outside of the enclosed building.”

The applicant is requesting to remove Condition Number One (1) of Special Use Permit (SUP-76107) to allow vehicles for sale to be stored within a screened area outside of the building footprint. No evidence of a unique or extraordinary circumstance was presented in the applicant’s justification letter to justify this request.

Since the approval of the Special Use Permit in June 2019, numerous Code Enforcement cases have been reported pertaining to the operation of the business. In December 2019, a Business License Enforcement Case (BLE803378) was reported for a relocated business that had not submitted for a business license. In March 2020, a Code

Enforcement Case (CE20-01045) was reported for an abundance of stored vehicles at an auto repair garage. In December 2020, a Code Enforcement Case (CE20-06336) was reported for a license inspection for cars being sold from the property, thus violating a condition of the issued business license. The two most recent cases are open pending the outcome of this Review of Condition application.

During a routine field check, staff found the business operating with at least 38 different vehicles on site. Additional vehicles may have been stored in the surrounding area including on-street parking or on neighboring properties. The operating business did not reflect the site plan that was approved by the City Council as part of Special Use Permit (SUP-76107); no viable on-site parking was available.

Staff supports the decision of the City Council to restrict outdoor vehicle storage and the Conditions of Approval placed upon Special Use Permit (SUP-76107) and thereby recommends denial of the request. If approved, staff has included Conditions of Approval that reflect the applicant's request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/09/19	A Conditional Use Verification (CUV-76238) was processed for an Auto Repair Garage, Major use at 3939 Coran Lane.
06/19/19	The City Council approved a Special Use Permit (SUP-76107) for a Motor Vehicle Sales (Used) Use with a Waiver to allow 13,504 square feet of area for the use where 25,000 square feet is the minimum required at 3939 Coran Lane. The Planning Commission and staff recommended denial.
12/12/19	A Business License Enforcement Case (BLE803378) was reported for a relocated business that had not submitted for a business license at 3939 Coran Lane. The case was resolved on 01/09/20.
01/23/20	A Conditional Use Verification (CUV-78268) was processed for an Auto Repair Garage, Major use at 3939 Coran Lane.
03/02/20	A Code Enforcement Case (CE20-01045) was reported for an abundance of stored vehicles at an auto repair garage at 3939 Coran Lane. The case is open pending the outcome of these applications.
12/09/20	A Code Enforcement Case (CE20-06336) was reported for a license inspection for cars being sold from the property, thus violating a condition of the issued business license at 3939 Coran Lane. The case is open pending the outcome of these applications.
12/28/20	A Wall Sign Application (100008-WSA) was processed for a painted wall sign on the side of a building at 3939 Coran Lane.
01/04/21	A Wall Sign Application (100009-WSA) was processed for a 210 square-foot painted-on walls sign on the western elevation of 3939 Coran Lane. The application remains open.

Most Recent Change of Ownership	
12/20/18	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1965	A commercial building was constructed.
04/17/19	A Business License (G67-05272) was issued for installment loan services at 3939 Coran Lane. The license is currently active and set to expire on 08/01/21.
08/19/19	A Business License (G67-05952) was issued for used car sales at 3939 Coran Lane. The license is currently active and set to expire on 08/01/21.
01/26/20	A Business License (G67-09046) was issued for an auto repair garage, major at 3939 Coran Lane. The license expired on 01/01/21.
03/27/20	A Business License (G68-02095) was issued for a security firm at 3939 Coran Lane. The license is currently active and set to expire on 03/01/22.

Pre-Application Meeting	
02/02/21	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Review of Conditions for a previously approved Special Use Permit (SUP-76107) allowing a Motor Vehicle Sales (Used) use removing Condition of Approval Number One (1) which stated, “No cars offered for sale shall be located outside of the enclosed building.”

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
06/09/21	A routine field check was conducted by staff; staff found the existing business operating with at least 38 vehicles stored on site. Additional vehicles may have been stored in the surrounding area including on-street parking or on neighboring properties.

Details of Application Request	
Site Area	
Net Acres	0.31

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Motor Vehicle Sales (Used)	GC (General Commercial)	C-2 (General Commercial)
North	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density residential)
South	General Retail Store, Other than Listed	R (Rural Density Residential)	C-2 (General Commercial)
East	Multi-Family Residential	GC (General Commercial)	
West	Undeveloped		

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District - 35 Feet	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Development Impact Notification Assessment	Y
Project of Regional Significance	Y

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Coran Lane	Local Street	Title 13	60	Y
Sycamore Trail	Local Street	Title 13	60	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Motor Vehicle Sales (Used)	2,430 SF	1 per 500 SF	6				
TOTAL SPACES REQUIRED			6		12		Y
Regular and Handicap Spaces Required			5	1	11	1	Y
Loading Spaces			1		1		Y

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) _____

Project Address (Location) 3939 Coran Ln

Project Name Coran Lane **Proposed Use** Use Car Sales

Assessor's Parcel #(s) 139-19-703-001 **Ward #** _____

General Plan: Existing C2 **Proposed** C-2 **Zoning: Existing** C-2 **Proposed** C-2

Additional Information _____

Property Owner Boktor Motors, Inc **Contact** Brant Boktor
Address 4605 Colfax Ave City N. Hollywood State CA Zip 91601
E-mail MGBoktor@GMAIL.com Phone 818-634-6104

Applicant MENA BOKTOR **Contact** MENA BOKTOR
Address 7520 White Deer Ct City Las Vegas State NV Zip 89131
E-mail MGBOKTOR@GMAIL.com Phone 818 634 6104

Representative MENA BOKTOR **Contact** MENA BOKTOR
Address MGBOKTOR@GMAIL.com City Las Vegas State NV Zip 89131
E-mail 7520 White Deer Ct Phone 818 634 6104

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)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____
An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name BRANT ALFONSO BOKTOR

Subscribed and sworn before me

This 1st day of FEB , 20 19

KAMRAN KHOIE STATE OF CALIFORNIA COUNTY OF LOS ANGELES
Notary Public in and for said County and State

KAMRAN KHOIE
Commission # 2206779
Notary Public California
Los Angeles County
My Comm. Expires Feb 10, 2019

21-0081
02/16/2021
PRJ-74989
04/04/19


Coran Ln
Coran Ln
Coran Ln
Coran Ln
Sycamore Trail
Sycamore Trail
Sycamore Trail
Sycamore Trail
ADA Parking Space
9ft with 5ft hashing on each side.
5 Parking Spaces measured 9ft wide and 18ft long.
Cars Awaiting Service/ Transport
Cars Blocked Off From View
3939 Coran Ln, Las Vegas, NV 89108
May 26 12:00am
21-0081
04/26/2021
City Council - Page 1034
Google
Map data ©2021 , Map


Height is 15 feet
BOKTOR MOTORS
702-886-8679
Width is 50 feet
Each letter is 1.5 ft / 1ft. wide tall and hollow
The number is 1.2ft high by 1ft wide
21-0081
02/16/2021



21-0081-ROC1 - APPLICANT/OWNER: BOKTOR MOTORS, INC.
3909 CORAN LANE

06/09/21



21-0081-ROC1 - APPLICANT/OWNER: BOKTOR MOTORS, INC.
3909 CORAN LANE

06/09/21



21-0081-ROC1 - APPLICANT/OWNER: BOKTOR MOTORS, INC.
3909 CORAN LANE

06/09/21



21-0081-ROC1 - APPLICANT/OWNER: BOKTOR MOTORS, INC.
3909 CORAN LANE

06/09/21

To: Whom It May Concern
From: Mena Boktor

I respectfully request a Review of Condition to allow cars for sale to be stored outside the building in the screened parking area to the West of the building (hidden from public view).

Thank you,
Mena Boktor

21-0081
04/26/2021

RECEIVED
CITY CLERK

2021 JUN 28 A 7:16

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

PRSRT
FIRST CLASS MAIL
U.S. Postage
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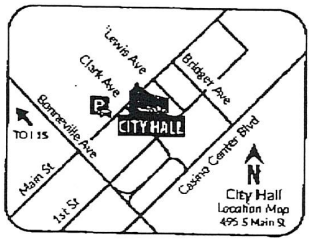
Las Vegas, NV
Permit No. 1630



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For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address 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.

21-0081-ROC1

City Council Meeting of **07/07/2021**

21-0081-ROC1
13919710013
HICKS RICHARD & CHRISTINE FAM TR
HICKS RICHARD C & CHRISTINE TRS
1937 CATALPA TRL
LAS VEGAS NV 89108-1941

89 ORDFNP1 89108

Submitted after final agenda

Item 57

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

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PAID
Las Vegas, NV
Permit No. 1630

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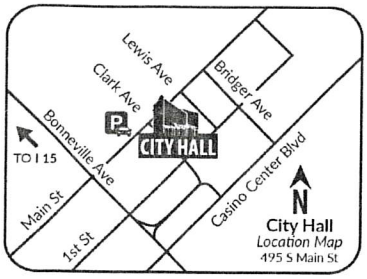
2021 JUL -6 A 9:24



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☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0081-ROC1

City Council Meeting of **07/07/2021**

21-0081-ROC1
13919710010
QUICK DANIEL L & FAITH TRUST
QUICK FAITH TRS
PO BOX 571321
LAS VEGAS NV 89157-1321

37 DRDFNP1 89157

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

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Las Vegas, NV
Permit No. 1630

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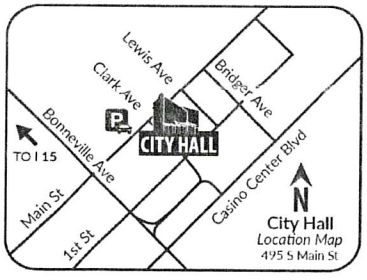
2021 JUL -6 P 12:13



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0081-ROC1

City Council Meeting of **07/07/2021**

21-0081-ROC1
13919318006
WALSH L EILEEN
1900 STONEHAVEN CIR
LAS VEGAS NV 89108-2030

Submitted after final agenda

Item 57

99 DRDFNP1 89108

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

LAS VEGAS NV 890
28 JUN 2021 PM 3 L
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2021 JUL -1 P 3:58

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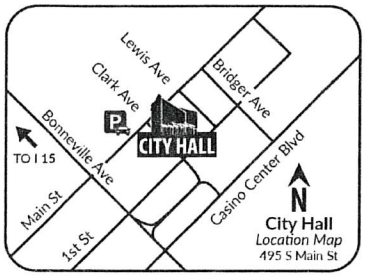

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0081-ROC1

City Council Meeting of **07/07/2021**

21-0081-ROC1
13919703031
WHITE CHRISTOPHER
CARBAJAL-WHITE YUDITH
1940 SYCAMORE TRL
LAS VEGAS NV 89108-1936

89 DROFNP1 89108

Submitted after final agenda
Item 57

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
58

DEPARTMENT: Parks & Recreation **DISCUSSION**
DIRECTOR: Greg A. Weitzel

SUBJECT:
REPORTS AND PRESENTATIONS:

Report by Greg A. Weitzel, Director, Department of Parks and Recreation, and Rachel Bergren, Executive Director of Get Outdoors Nevada, on the volunteer activities at the Las Vegas Healing Garden, located at 1015 South Casino Center Boulevard, and a new Volunteers in Parks initiative, which is an engagement program of volunteers in parks throughout the City of Las Vegas parks system - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The city of Las Vegas has partnered with Get Outdoors Nevada (GON) on the Volunteer in Parks (VIP) program over the past year. The agreement expands on the initial agreement by adding in 6 additional events for a total of 18 events per year, constructing a native habitat garden in a city park, and coordinating youth programming activities.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
1. Submitted at Meeting - PowerPoint Presentation by Staff



Submitted at City Council
Date 7/7/21 Item 58
By: STAFF



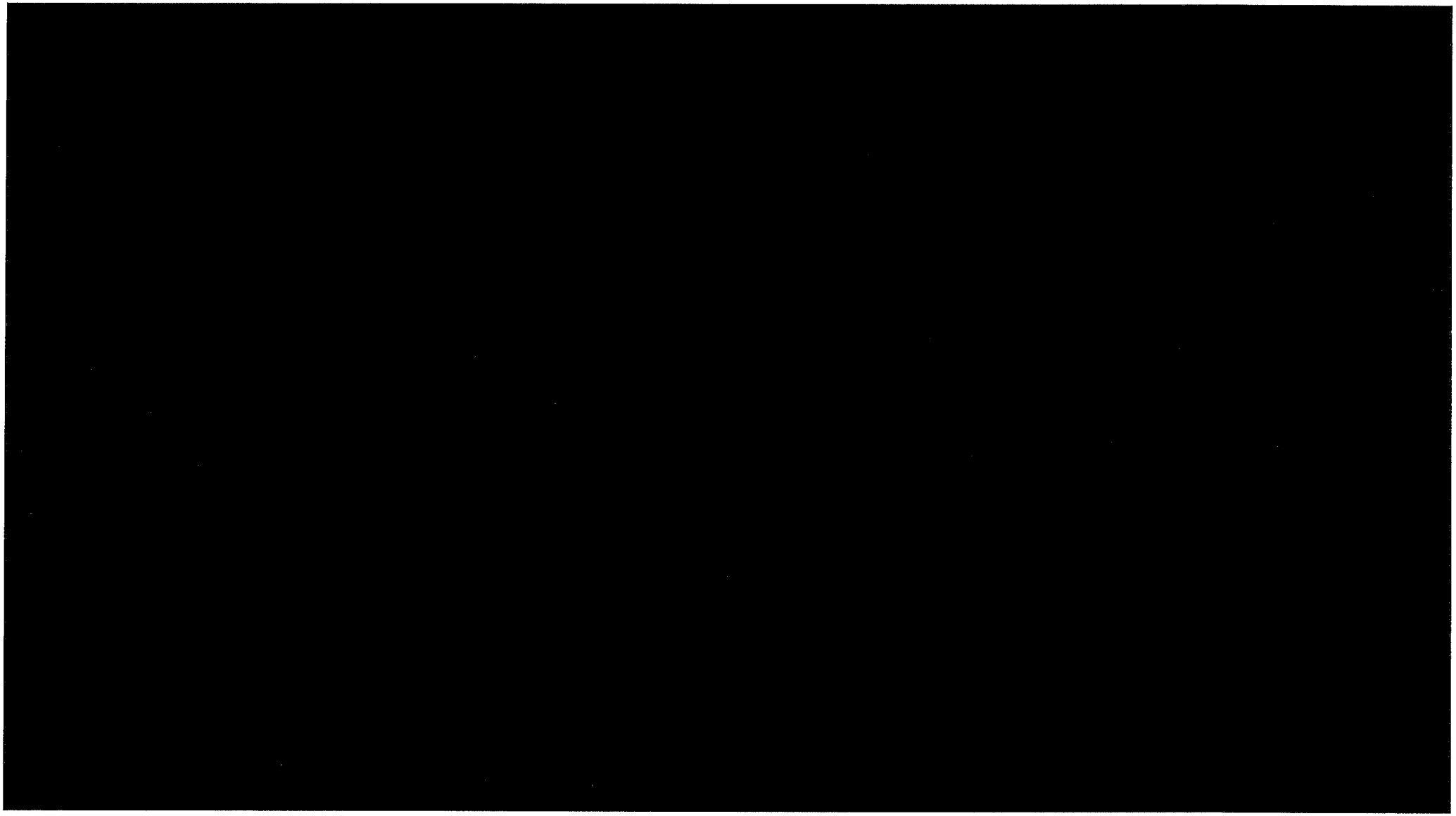
Our Mission

Get Outdoors Nevada is dedicated to connecting people of all backgrounds and ages to Nevada's diverse outdoor places through education, service, community engagement and collaboration.

Volunteers In Parks (VIP)



Get Outdoors Nevada assists the city by recruiting community volunteers to help preserve, protect and enhance our neighborhood parks and trails.

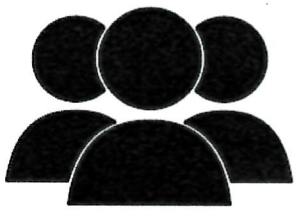


PROGRAM SUMMARY



NUMBER OF EVENTS

28



VOLUNTEERS

1,232



TOTAL VOLUNTEER HOURS

2,813



POUNDS OF TRASH

1,865



TREES PLANTED

119

VALUE OF A VOLUNTEER HOUR= $28.54 PER HOUR

TOTAL $ VALUE TO THE COMMUNITY= $80,283.02

Our Partnership



- Host two (2) Volunteers in Parks (VIP) events per ward with an additional six (6) events
- Launch a pilot Native Habitat Garden in a City park
- Connect youth to nature through recreational programming
- Host a Volunteer Appreciation event by end of June 2022

How to Get Involved?



- Go to Get Outdoors Nevada Website: getoutdoorsnevada.org/volunteer
- Call (702) 997-3350
- Email: volunteer@getoutdoorsnevada.org



Thank You! Questions?



AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
59

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
REPORTS AND PRESENTATIONS:

Report by Kevin McOsker, Director of Building and Safety, and Vicki Ozuna, Code Enforcement Section Manager, regarding dangerous buildings requirements to demolish and abatement process - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This presentation will highlight the Abatement of Dangerous Building Code adopted in 1995, which provides the criteria to assess damaged and dangerous buildings. It provides staff guidance to determine if a structure should be demolished or secured and the process to notify the property owner.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
1. Submitted at Meeting - PowerPoint Presentation by Staff

Dangerous Buildings



Submitted at City Council
Date 7/7/2021 Item 59
By Staff

Process for Dangerous Building Abatement by Demolition

- Time Frame for demolition of an abandoned property is approximately 90-120 days.
- Properties that owner is addressing by either rehabilitation or demolition may take 90 days to 12 months.
- So long as the owner keeps the property clean, secure, safe and are monitoring the property, keep moving forward with appropriate action, staff monitors the case.



Receive citizen complaint about property or referral from Fire Department



Staff assesses the Property for Damage



Issue Notice & Order to Property Owner



Obtain Warrant

- Have Contractor Perform Asbestos Testing
- Request Bids for Demolition
- Send out Cost of Demolition to Property Owner



Demolition

- Obtain Abatement Warrant & Needed Approvals

Contractor awarded Bid & Project completed 2-3 Weeks

Dangerous Building Criteria
Building or Structure that has:

- Lack of Egress
- Dangerous Exiting Pathways
- Excessive stress or loads to Structure
- Structural collapse or ability to injure persons or other property.
- Structurally less resistance to winds or earthquakes than is required in the case of similar or new construction.
- Building or structure has in any non-supporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the
  - (i) strength
  - (ii) fire resisting qualities or characteristics, or
  - (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

Dangerous Building Criteria
Building or Structure that has:

- Dilapidation, Deterioration, or Decay of ground or foundation to make structure unsound.
- Structure not safe for a use.
- Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become
  - (i) an attractive nuisance to children;
  - (ii) a harbor for vagrants, criminals or immoral persons; or as to
  - (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.
- Creates a Fire hazard.
- Creates a Public Nuisance

Evaluation



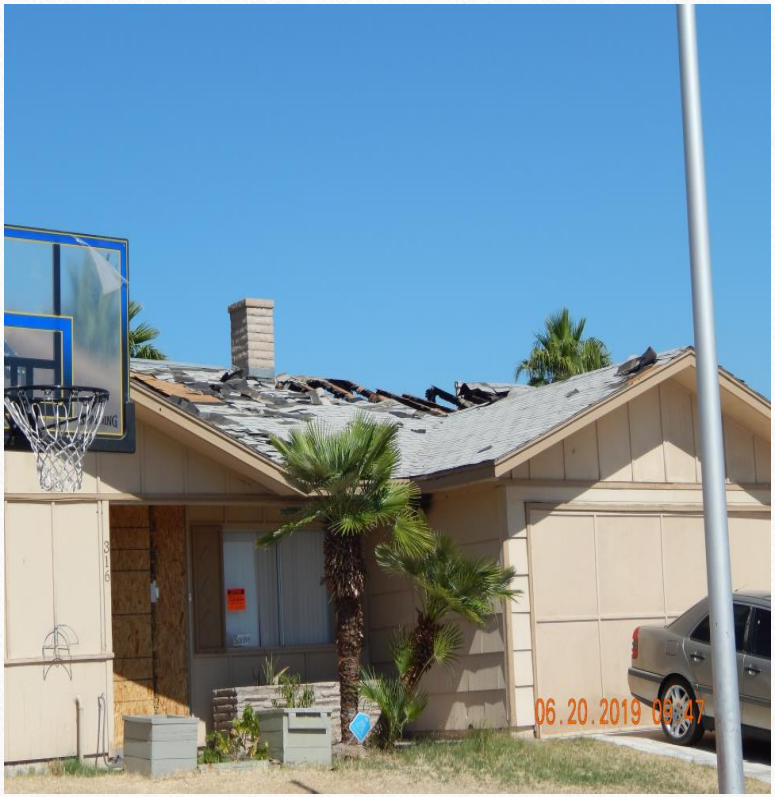


Dangerous Structures



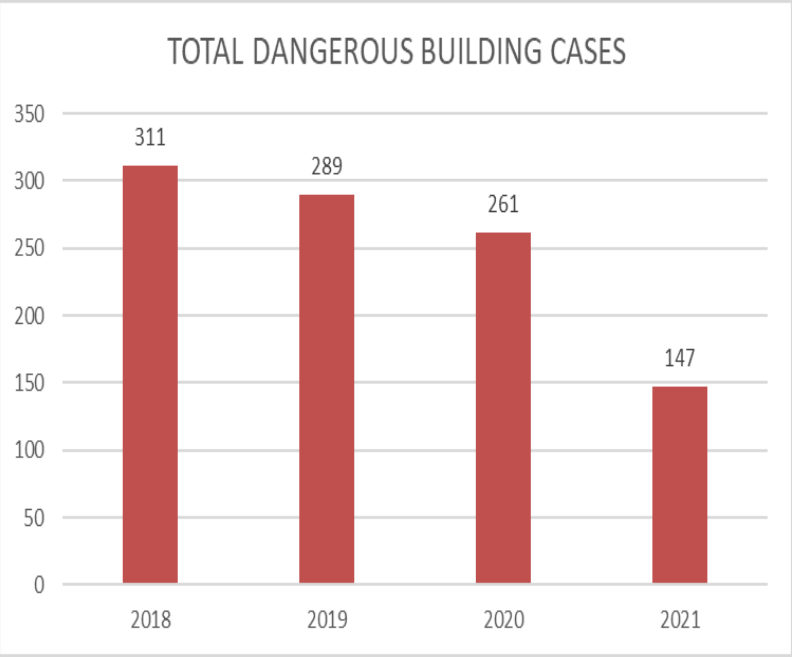


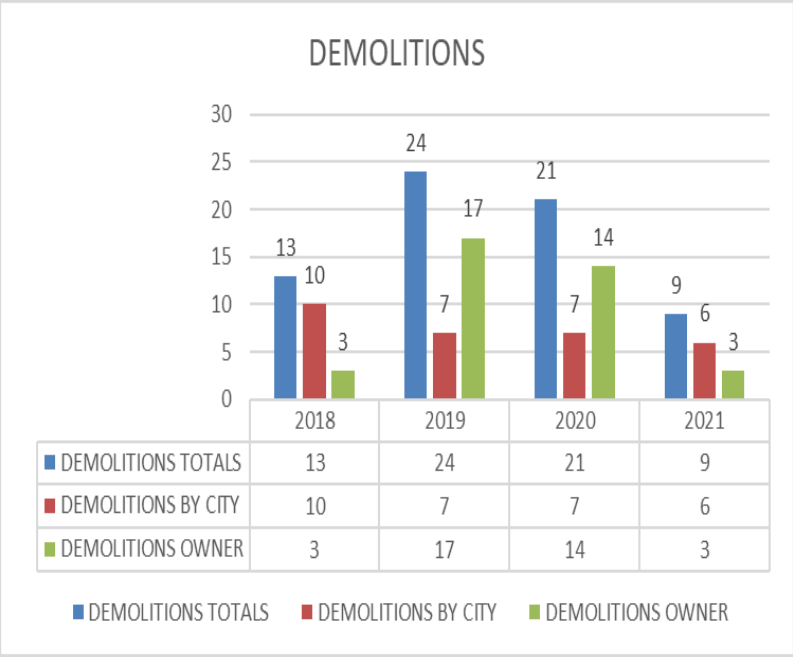
Dangerous Structures



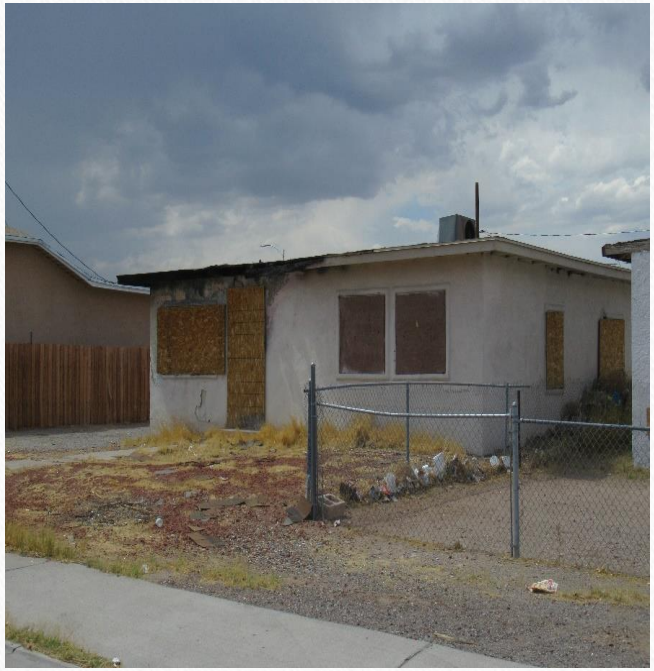


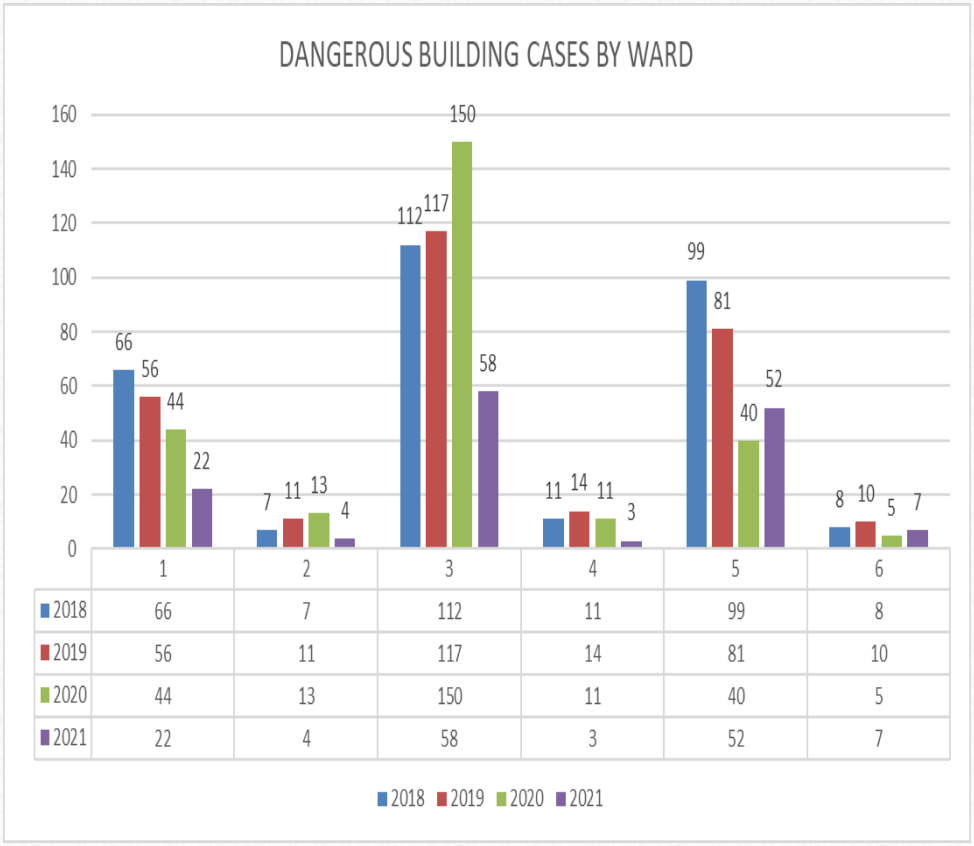
Dangerous Building Statistics










DANGEROUS BUILDING CASES BY WARD
160
140
120
100
80
60
40
20
0
66 56 44 22
7 11 13 4
112 117 150 58
11 14 11 3
99 81 40 52
8 10 5 7
1 2 3 4 5 6
2018 66 7 112 11 99 8
2019 56 11 117 14 81 10
2020 44 13 150 11 40 5
2021 22 4 58 3 52 7
2018 2019 2020 2021

Questions?

AGENDA SUMMARY PAGE
City Council
Meeting of: July 7, 2021

Agenda Item No.:
60

DEPARTMENT: Economic & Urban Development **DISCUSSION**
DIRECTOR: Ryan Smith, Acting

SUBJECT:
REPORTS AND PRESENTATIONS:

Report by Ryan Smith, Acting Director, Economic and Urban Development, and Michael Sherwood, Chief Innovation Officer, regarding an update on the activities pertaining to innovation, technology and start-ups within the Innovation District in the City of Las Vegas - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This is a presentation from staff providing updates on the activities pertaining to innovation, technology and start-ups within the Innovation District and the City.

RECOMMENDATION:
Report only; no action required.

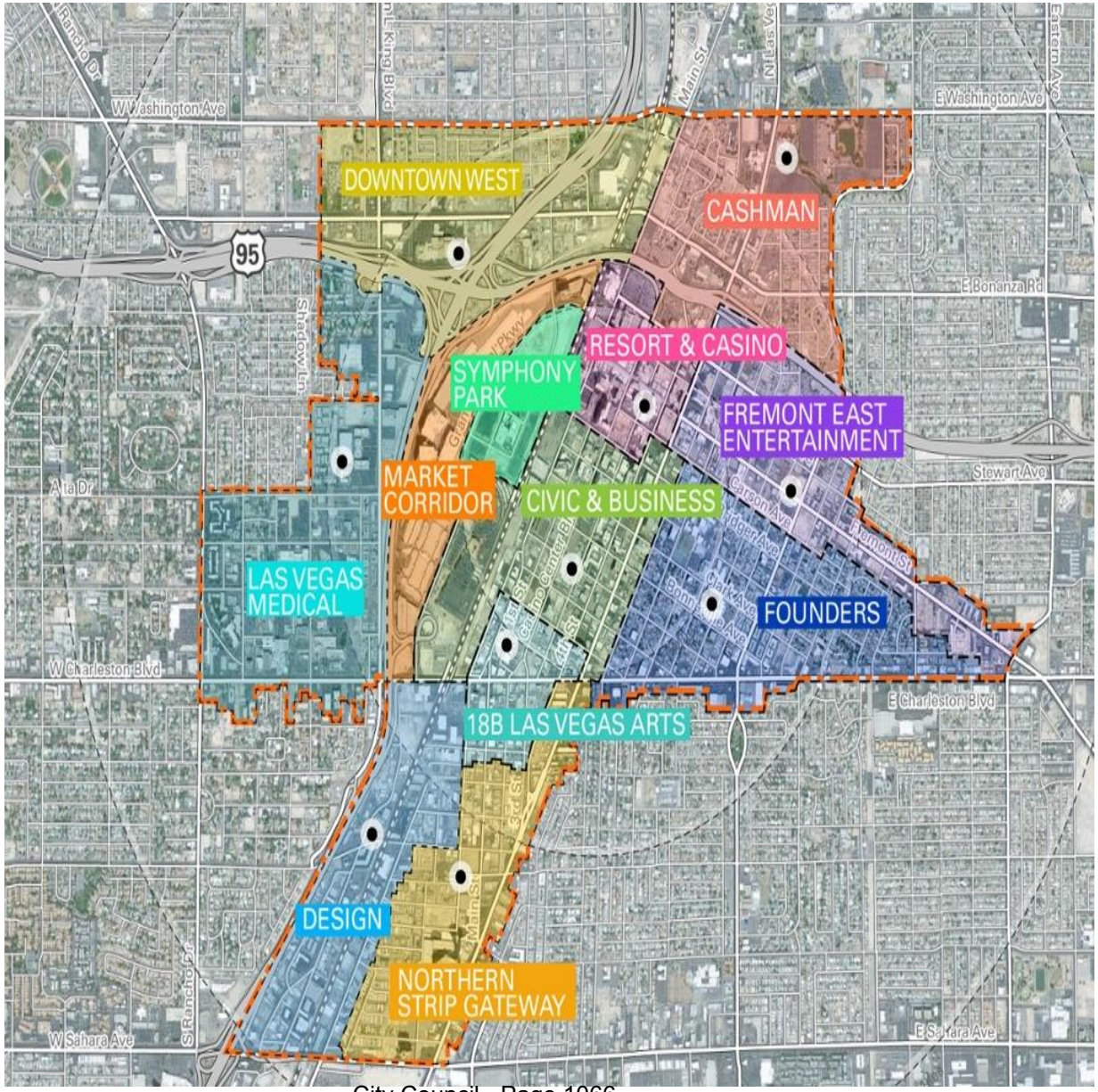
BACKUP DOCUMENTATION:
1. Submitted at Meeting - PowerPoint Presentation by Staff

International Innovation Center, Technology and Start-up Updates



Submitted at City Council
Date 7/7/2021 Item 60
by Staff

Downtown Innovation District

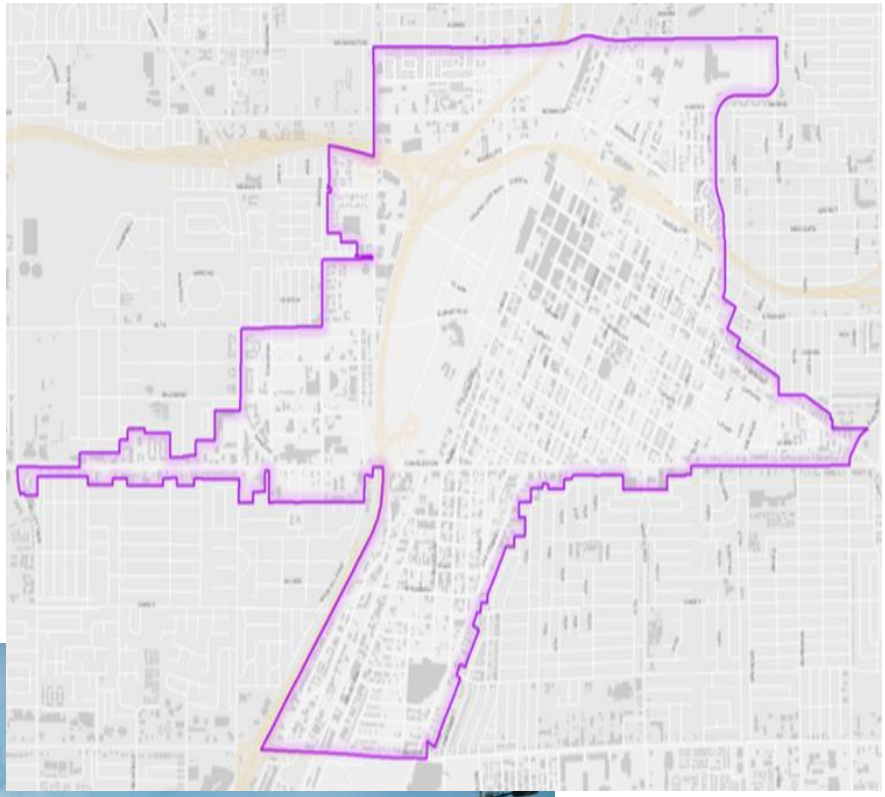


Strategic Focus Areas



Innovation District Projects

- Autonomous technology
- Transportation systems
- Connectivity
- Smart Infrastructure







International Innovation Center



- International Innovation Center opened in September 2019
- Second IIC@Vegas opened in 2020









Companies at the International Innovation Center

1. Ubicquia
2. StartUpNV (strategic partner)
3. Influential
4. NTT
5. SenSen
6. PAM Wayfinding
7. Downtown Alliance (strategic partner)
8. Pills2Me
9. Red Eye
10. Terbine
11. Terranet
12. PrepFree
13. Next Generation Data Analytics
14. Citidal ID
15. Halo
16. Heligenics (IIC2)

- **Economic impact estimated at $14.6M annually**

Start-Up Events and Activities

- 138 events since opening in 2019
- Tech Alley Meetup
- Southern Nevada Entrepreneurial Ecosystem Breakfast
- Remote Work/CEO event



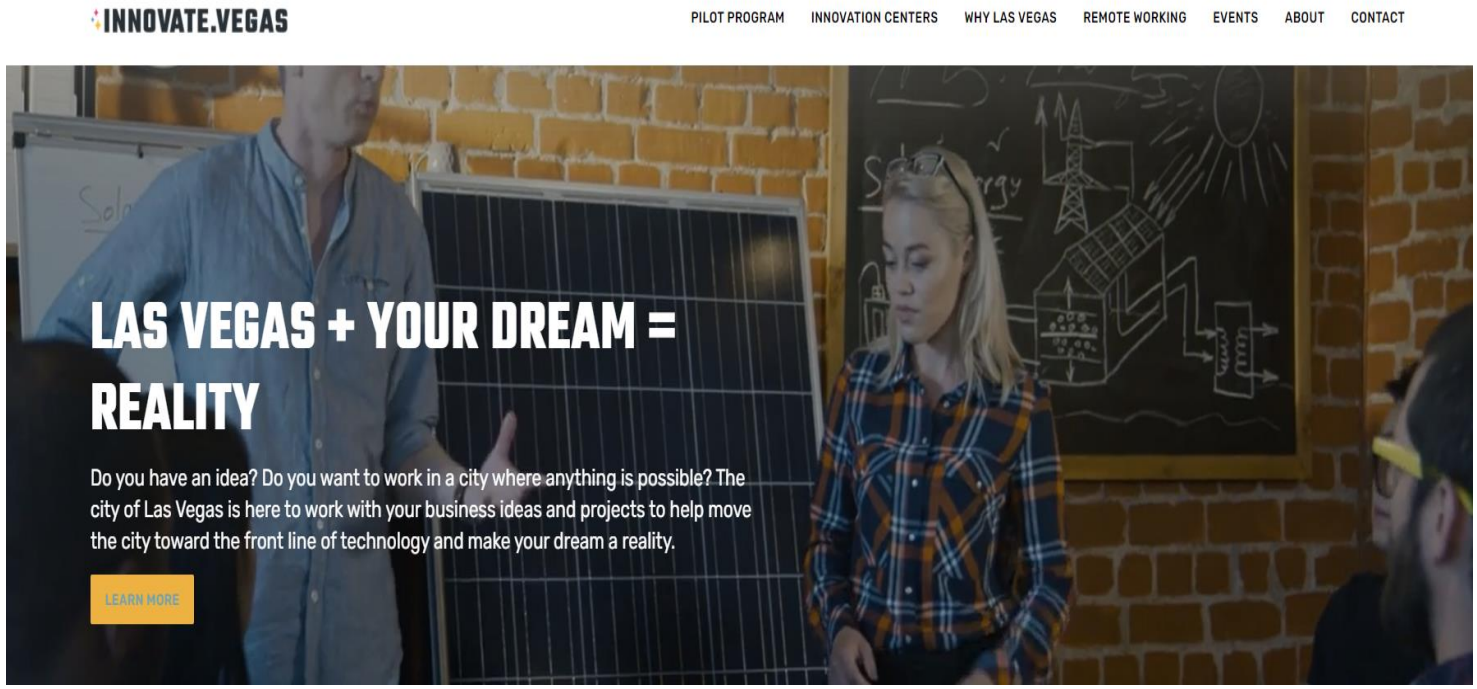


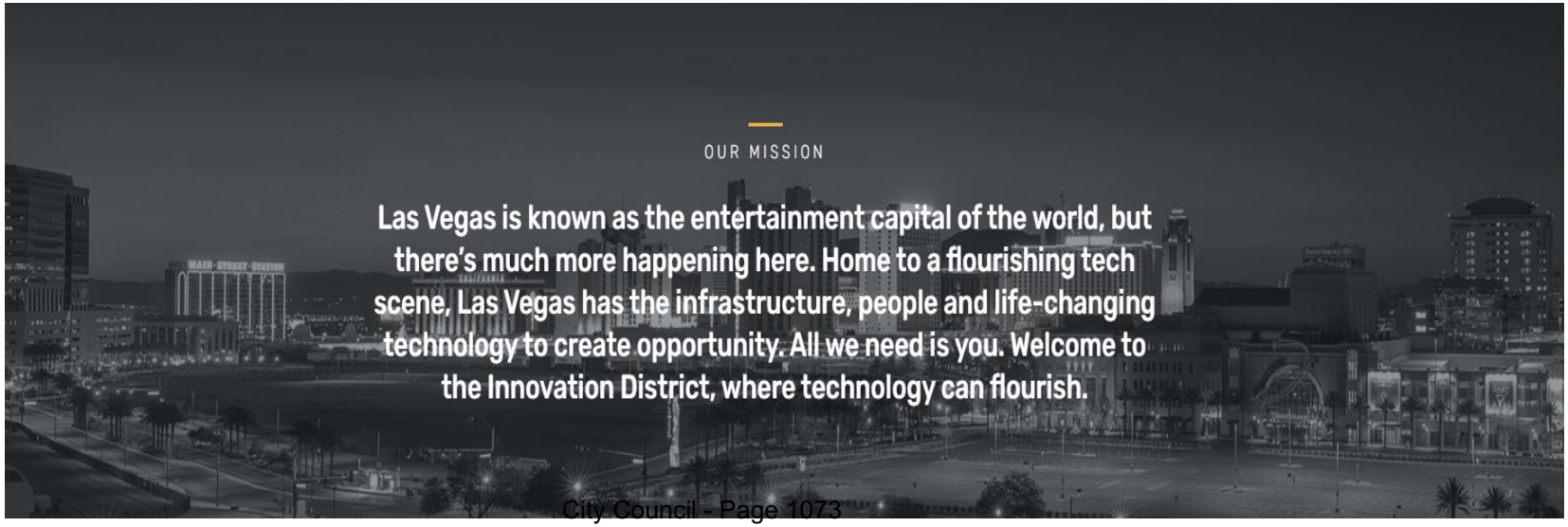


Future Plans

- Expand Innovation platform throughout the city
- Build and support new and existing programs
  - Funds
  - Workforce
  - Community
  - Accelerators
  - Incubators
  - Incentives
- Recruit more stakeholders
- Help organize a technology council to enable further visibility

Innovate Vegas





www.Innovate.Vegas

STARTUPNV

Nevada's State-Wide Business Incubator

Join our cause to make Nevada Strong...

... as a Start-Up

... as a mentor

... as an advisor

... as a sponsor

... as an Angel

www.StartUpNV.org

StartUpNV, Inc – Nevada's State-Wide Business Incubator

a 501(c)3 Non-Profit Corporation

info@startupnv.org

Introduction

STARTUPNV
Nevada's State-Wide Business Incubator

START >

StartUpNV is a 501(c)3 ***non-profit state-wide business incubator and startup accelerator*** for "home grown" Nevada start-ups - and those considering locating in Nevada to grow.

INVEST >

We *make* ***access to compelling deal flow, hands-on training, and inclusive fellowship*** *available* to investors at all levels of experience and income.

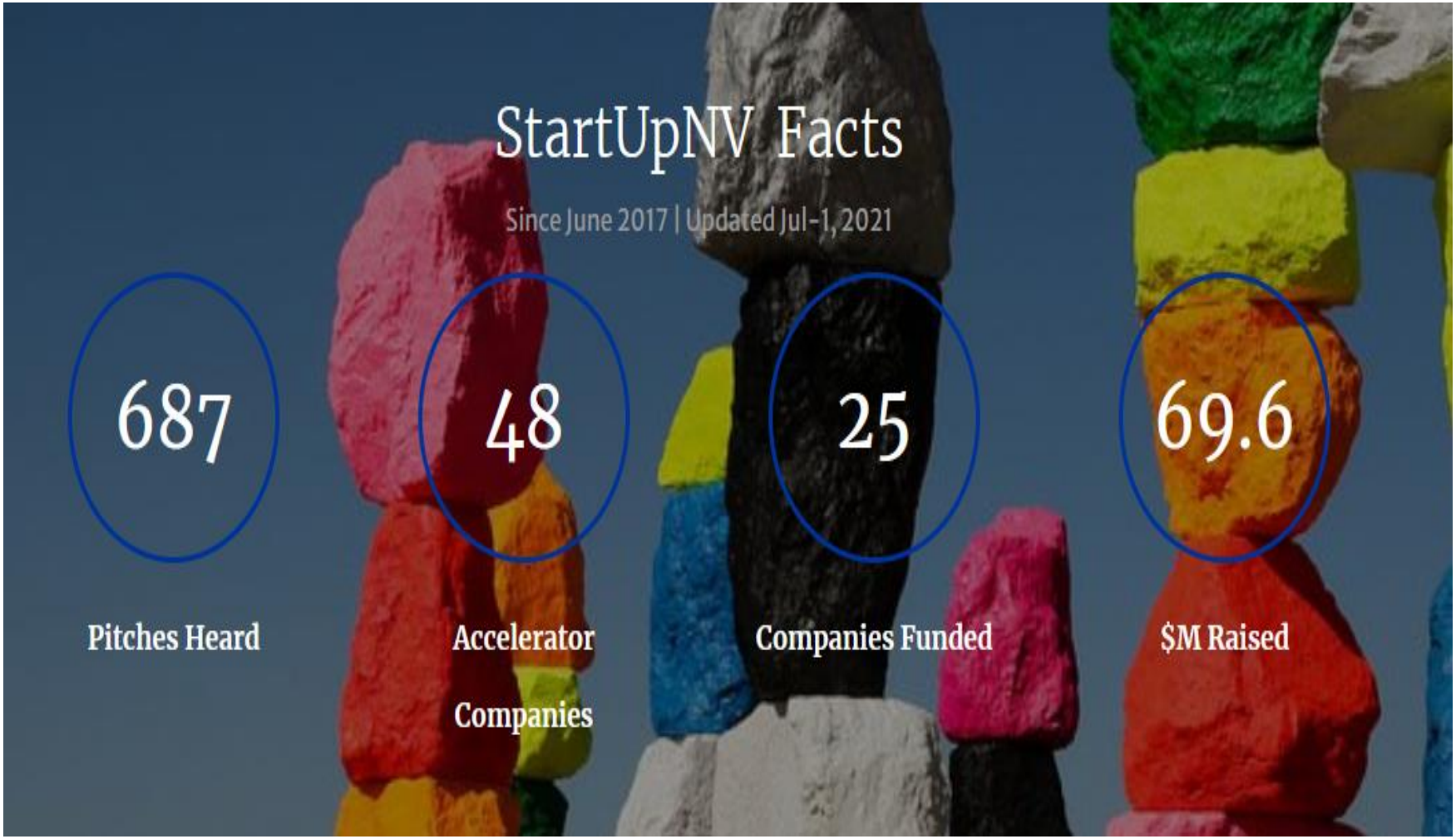
GROW >

We ***make growth and success*** *accessible* to Nevada start-ups by opening doors to mentorship, marketing, business development, customer acquisition, talent recruitment, & capital.

DIVERSIFY OUR ECONOMY with a ROBUST, INCLUSIVE, VIBRANT STARTUP ECOSYSTEM

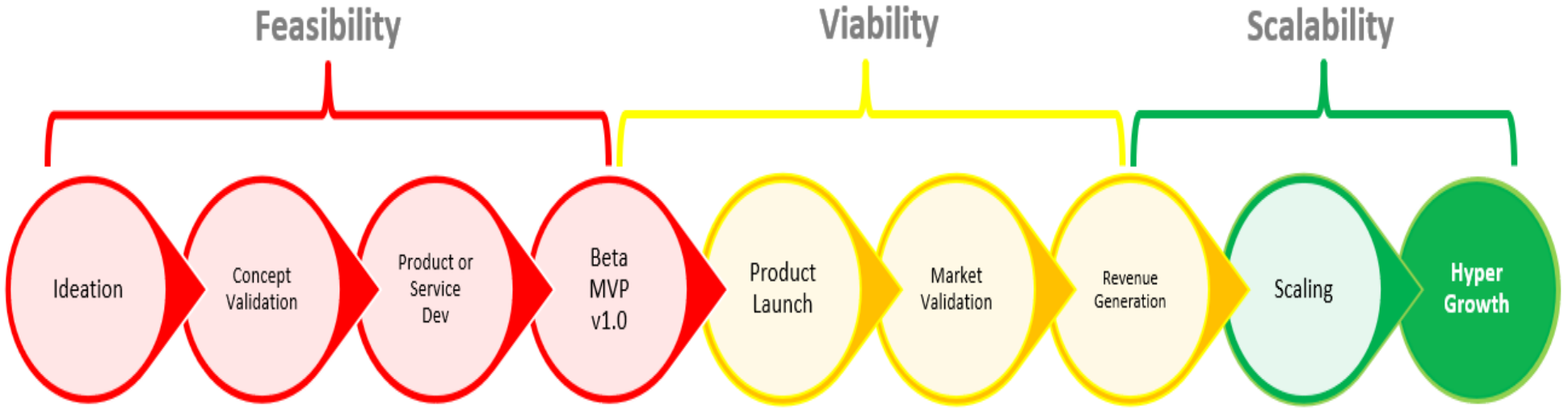
www.StartUpNV.org
StartUpNV, Inc – Nevada's State-Wide Business Incubator
a 501(c)3 Non-Profit Corporation
info@startupnv.org

Accelerator Results



Startup Company Process

STARTUPNV
Nevada's State-Wide Business Incubator



CAPITAL SOURCES	Founder(s)	Friends & Family	Pre-Seed (<$100k Sales)	Seed (>$500k Sales)	A Round (>$3M Sales)
IDEAL TIME	<90 Days	90-120 Days	5-9 Months	4-6 Months	<1 Year
IDEAL PROGRAM	GrowNV | GrowNV Incubator		STARTUPNV | Accelerator (w/ $50k funding)		Graduate to Market

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Our Six Programs (2021)

STARTUPNV
Nevada's State-Wide Business Incubator

3 Programs for Entrepreneurs / Startup Founders:

1. **GrowNV**: Incubator for pre-accelerator for aspiring NV startups
2. **StartUpNV**: Accelerator for scalable NV startups w/ a $50k investment
3. **AngelNV**: Founder **Boot Camp**: how to attract angel investors *(Fall)*

3 Programs for Startup / Angel Investors:

4. **FundNV**: Pre-seed Fund for StartUpNV Accelerator companies
5. **SeedNV**: Seed Fund for follow-on and regional syndication
6. **AngelNV**: Investor Conference how to invest in startups *(Spring)*

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Overall Accomplishments

STARTUPNV
Nevada's State-Wide Business Incubator

2019

- EDA Seed Fund Grant Awarded (Jan)
- Establish Las Vegas HQ at International Innovation Center (July)
- Southern Nevada Angel Conference (Oct)
- 8 Companies Raise $21.4M

2020

- International Trade Mission w/ GOED (Feb-Mar)
- 300+ companies attend founder boot camp (Fall)
- Inaugural Rural Pitch Competition w/ GOED (Nov)
- GrowNV Incubator Established (Dec)
- 6 Companies Raise $2.3M

2021

- SB9 Introduced and Passed in 2021 Legislative Session (Feb-May)
- AngelNV Investor Conference: 52 *diverse* angels trained, raise $330k (Feb-May)
- First public exit as "unicorn" for StartUpNV company (Nasdaq: MNMD)
- 8 Companies raised $43.7M (so far)

Key Fact:

Every $1 of investment capital creates $18 to $25 of economic activity – in new jobs & other spending in the local economy.

Implan software economic development study – City of Las Vegas (2021)

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What's next

STARTUPNV
Nevada's State-Wide Business Incubator

2021

- Launch "Dealroom Vegas" (Summer)
- Expand GrowNV to 50 concurrent companies – "graduating" 20% per year
- Establish SeedNV @ $2.5M to 5M (Fall)
- Launch Founder bootcamp #2 for 300+ companies (Fall)
- Expand grant / partnership program w/ RDA's, cities, counties
- Establish SBIR catalyst program
- Run Rural Pitch Competition (GOED)
- Establish rural location & rural focused programs
- 12-15 Companies Raise $50M (seed)

Key Fact:

Every $1 of investment capital creates $18 to $25 of economic activity – in new jobs & other spending in the local economy.

Implan software economic development study – City of Las Vegas (2021)

2022

- AngelNV Fund #2 Investor Conference: 60 people @ $500k
- Establish program for underserved founders of scalable startups
- Establish legislative agenda to sustain startup ecosystem growth
- Establish corporate sponsorship program for middle term funding
- Recruit / establish A Round funding options in Nevada
- First A round funding of seed companies from 2020 / 21
- 20 – 25 Companies Raise $75M (seed)



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The End

AGENDA SUMMARY PAGE
City Council
Meeting of: July 7, 2021

Agenda Item No.:
61

DEPARTMENT: Community Services **DISCUSSION**
DIRECTOR: Kathi Thomas

SUBJECT:
REPORTS AND PRESENTATIONS:

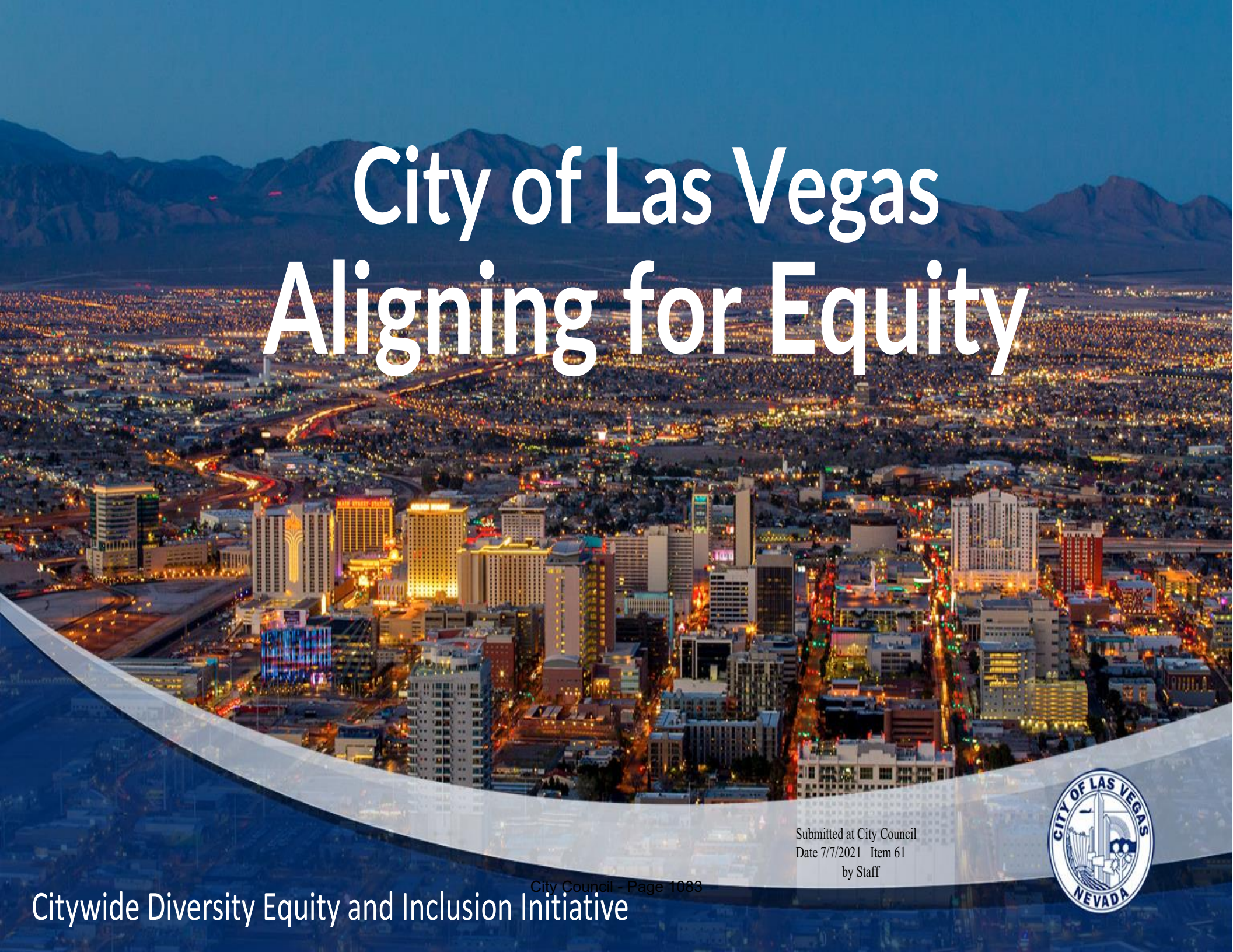
Report by the Office of Community Services Staff regarding the efforts of Resolution R-52-2020, approved by City Council on November 18, 2020 to establish the City's Diversity, Equity and Inclusion initiative to increase opportunities for health, social and economic well-being of all Las Vegas residents - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The city of Las Vegas is one of the most diverse cities in the United States. It was named a 2018 All-America City for promoting equity through inclusive civic engagement; became the largest U.S. city to be powered entirely by renewable energy in 2017; achieved functional zero for Ending Veterans' Homelessness in 2015; and since 2014 has consecutively received a perfect score of 100 in the Human Right's Campaign Municipal Equality Index Scorecard. To maintain and enhance the proud foundation of being a welcoming city, and to ensure we sustain a vibrant, resilient community moving forward, the Diversity, Equity, and Inclusion (DEI) initiative was established by the City Manager's Office (CMO). The City through its' City Council, City Manager, Departments and employees proposed to increase opportunities for health, social and economic well-being of all its residents as part of the DEI. The Office of Community Services (OCS) is responsible for coordinating the efforts of the Diversity, Equity and Inclusion initiative, ensuring cross-departmental communication and alignment related to diversity, equity and inclusion, and reporting annually to the City Council on goals and outcomes.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
1. Submitted at Meeting - PowerPoint Presentation by Staff



City of Las Vegas
Aligning for Equity

Submitted at City Council
Date 7/7/2021 Item 61
by Staff

Citywide Diversity Equity and Inclusion Initiative

Background

- City Council special session to establish Strategic Priorities
- Las Vegas selected as City of Opportunity (Fall 2019)
  - National League of Cities (NLC) Initiative
    - Healthy People, Thriving Communities
  - Action Plan with a Health and Wellness focus
- **City Council passes Diversity Equity and Inclusion Initiative (Fall 2020)**
- TLV retreat to establish Objectives and Goals for Strategic Priorities (Winter 2020)

Resolution requirements:

1. The Resolution establishes the Diversity, Equity, and Inclusion (DEI) initiative to facilitate citywide programming that increases opportunities for health, social and economic well-being for all its residents.
2. The Office of Community Services (OCS) will staff the effort and be responsible for coordinating the efforts of the Diversity, Equity, and Inclusion initiative, ensuring cross-departmental communication and alignment related to diversity, equity and inclusion, and reporting annually to the City Council on goals and outcomes
3. Office of Community Services will identify, recommend, and implement education, awareness and training in cooperation with all city departments.
4. City Managers Office (CMO) will facilitate an “Equity in All Policies” strategy and monitor its effectiveness.

Business Case for DEI

1. Advance Performance
   - In a study performed by McKinsey and Company, companies in the top-quartile for ethnic/cultural diversity on executive teams were 33% more likely to have industry-leading profitability.
2. Foster Innovation & Creativity
   - Companies with two-dimensional (2-D) diversity (inherent and acquired) out-innovate others. Leaders who give diverse voices equal attention unleash value-driving insights, and employees in a “speak up” culture are 3.5 times as likely to contribute their full innovative potential.

Business Case for DEI

3. Evolve Productivity
    - A McKinsey report that covered 366 public companies in a variety of countries and industries found that those which were more ethnically and gender diverse performed significantly better than others.
4. Competitive Advantage
    - Companies with a diverse leadership team are 45% more likely to report a growth in market share over the previous year. Companies with a diverse leadership team are 70% more likely to capture a new market.
5. Grow Intellectually
    - Diverse groups are 58% more accurate in problem solving as compared to homogenous groups. Collective and individual intelligence increases in diverse groups.

Business Case for DEI

6. Demographic Shifts
    - Generation Z is on track to be the nation's most diverse and best-educated generation yet. Today, nearly half (48%) are non-white. 4 A CNBC article states that, "the traditional 9-to-5 office job doesn't adequately support the lives millennials and Gen Zs want to live. They are flexible-work natives…"
7. Social Responsibility
    - An increasing number of millennials believe that organizations have a moral obligation to give back to the society in ways that create an inclusive environment for everyone to participate and thrive.

Business Case for DEI

8. Talent Acquisition and Retention

- While 74% of executives view D&I as crucial to the success of their organization, most companies do not take advantage of D&I to attract top talent .
- By failing to embed D&I into talent strategies, companies not only miss out on exceptional talent, but also on the benefits realized by diverse talent and an inclusive culture. A study of more than 1,300 full-time employees found that an inclusive culture is key to both hiring and retaining talent. 80% of respondents said that inclusion is an important factor in choosing an employer.
- Nearly a quarter of all respondents left jobs due to lack of diversity and inclusion. An inclusion strategy is key to retaining a diverse workforce.

9. Cultivates Engagement

- 40% of people say that they feel isolated at work, and the result has been lower commitment and engagement. Belonging is linked to a 56% increase in job performance, a 50% drop in turnover risk, and a 75% reduction in sick days


world class city
increased opportunities
inclusion
energy
transportation
heritage preservation
well-being for all
communities
resilience
LGBTQ
awareness
training
diversity
communities of color
elder adults
public spaces
persons with a disability
climate change
mobility
economic development
housing
equity
public health
education
trusting partnerships
resource consumption
vibrant
cross-departmental

Diversity

Diversity includes all the ways in which people differ, encompassing the different characteristics that make one individual or group different from another. Diversity embraces all visible and nonvisible dimensions that make individuals who they are.

National Association of Diversity Officers in Higher Education, 2018

Inclusion

Inclusion is the act of creating environments in which any individual or group can be and feel welcomed, respected, supported, and valued to fully participate. An inclusive and welcoming climate embraces differences and offers
respect in words and actions for all people.

Diversity is being invited to the party and inclusion is being asked to dance.

Verna A. Myers, 2011

Equity

Equity is the fair treatment, access, opportunity, and advancement for all people, while striving to eliminate barriers that have prevented the full participation of some groups.

What is equity?



Getting from Here to There: Our Equity Journey

- *Strategic Roadmap*
- *Results Framework*
- *Measurable Work Plans*
- *Roles and Accountability Structure*

City Strategic Priorities: Community-Level DEI Outcome

Diversified Economy

All Las Vegans have opportunities to participate in a diverse local economy through living-wage employment, business ownership, and/or building other economic assets.

Healthcare

All Las Vegans have access to healthcare and other needed resources for health and well-being.

Public Safety

All Las Vegans feel safe and protected in neighborhoods throughout the City.

CLV DEI Vision

A vibrantly diverse community where Las Vegans have fair and just opportunities for health, social, and economic well-being in their neighborhoods

Team Conversations

- *What kind of practice and policy changes in the city could remove barriers and improve resources for equity – and how might these relate to the strategic initiatives?*
- *What kinds of partnerships and structures, both within and external to the city, support these practice and policy changes – and how might these relate to the strategic initiatives?*

Emerging CLV DEI Implementation Roadmap

1. Strengthen city talent development to maximize diversity and sustain a culture of equity and inclusion.
2. Train and equip city staff with tools and technical assistance to imbed diversity, equity, and inclusion in planning and policies, projects, programs, communications and on-going operations.
3. Implement city-wide policies and practices for authentic community engagement.
4. Strengthen city purchasing policies to diversify contractors and increase community benefits.
5. Establish a data framework that measures impact of city efforts on disparities and guides quality improvement activities.

Approach: Align with City Strategic Priorities and Goals

1. Strengthen city talent development to maximize diversity and sustain a culture of equity and inclusion.
2. Train and equip city staff with tools and technical assistance to imbed DEI practices in and across policies, projects, programs, communications and on-going operations.
3. Implement city-wide policies and practices for authentic community engagement.
4. Strengthen city purchasing policies to diversify contractors and increase community benefits.
5. Establish a data framework that 'makes the case' for investing in equity and measures impact of city efforts on disparities.

Pilot with projects part of the City's 9 Strategic Goals to support 3 Strategic Priority Domains:

1. ***Diversified Economy***
2. ***Public Safety***
3. ***Healthcare***

Apply a diversity and equity lens as you design project activities and outcome measurements to increase equity within 3 City Strategic Priority Domains

What is an Equity Planning Tool?

Equity tools help:

- Practitioners apply an equity lens to the work **they already do.**
- Integrate **explicit consideration of equity** in decision, including policies, practices, programs, and budgets.
- Practitioners **think through** how services can expand opportunity and access for individuals.
- Identify **clear goals** and define accountability.
- Identify **unintended consequences** of decisions and strategies to mitigate those impacts.
- **Engage internal and external stakeholders** in decision-making and implementation processes
- Gives a **framework** for practitioners to **evaluate** the impact of their decisions.

Equity Planning Tool

Overview

1. **Project goals and description:** What is your project and the desired results and outcomes for the overall community?
2. **Data**: What is the data? What does the data tell us?
3. **Community engagement and partnership:** How have communities been engaged? Are there opportunities to expand engagement?
4. **Operational alignment:** How have operational partners been engaged – both internal and external to the City – to drive alignment among resources?
5. **Analysis and strategies:** Who will benefit from or be burdened by your proposal? What are your strategies for advancing racial equity or mitigating unintended consequences?
6. **Implementation:** What is your plan for implementation?
7. **Accountability and communication:** How will you ensure accountability, communicate, and evaluate results?

Adapted from the Racial Equity Toolkit: An Opportunity to Operationalize Equity. Government Alliance on Race & Equity (G.A.R.E.)

Strategy: Build the capacity of City of Las Vegas departments to conduct authentic community engagement according to shared guiding principles

Proposed Initiatives:

1. Establish a process and provide capacity building and technical assistance to public-facing CLV departments to ensure the City approaches community engagement in an authentic and consistent way.

2. Build CLV staff capacity directly or add staff to serve as partners for each department to ensure consistent community engagement across the City.

- *NOTE: Departments can form different community engagement structures, but they should be based on the same guiding principles – one size does not fit all.*

Cross-Department Functions: Assessment and Discovery

- Community Engagement
- HWS Implementation Team/Neighborhood Revitalization Strategies
- Human Resources
- Talent/Organizational Development
- Purchasing
- Strategic Systems

Timeline

Activity	Jan	Feb	March	April	May	June	July
Workshop #2: Vision, Principles, Results	✓						
Launch city-wide DEI awareness and capacity-building activities	✓	✓	✓	✓	✓		
Workshop #3: Results and Equity Tool			✓				
Workshop #4: Equity Tool Reflection				✓			
Workshop #5: Review Emerging Work Plan Findings					✓		
Develop/Finalize Work Plans			✓	✓	✓	✓	
Design Management and Accountability Structure					✓	✓	✓


Aligning for Equity
Questions?
Citywide Diversity Equity and Inclusion Initiative
CITY OF LAS VEGAS
NEVADA

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
62

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Set date on any appeals filed or required public hearings from the City Planning Commission Meetings and Dangerous Building or Nuisance/Litter Abatements.

AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
63

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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.

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Photos by Daniel Braisted



Submitted at City Council
Date 7/7/21 Item 63
By: Daniel Braisted


RIGHT LA
CLO


SPEED
LIMIT
30


AVAILABLE
CENTURY 21
Americana
FOR LEASE
PRIVATE OFF
FULL SERVICE
GUILLERMO ESQUIVEL
702.217.0338





AGENDA SUMMARY PAGE

City Council
Meeting of: July 7, 2021

Agenda Item No.:
64

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Jorge Cervantes

SUBJECT:
COUNCIL EMERGING ISSUES:

Discussion regarding potential items for future City Council agendas - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Comments made by Council members during this portion of the agenda must refer solely to proposals for future agenda item topics to be brought before the Council for consideration and action at a later date. Any discussion must be limited to whether or not such proposed items shall be placed on a future agenda and no discussion regarding the substance of any such proposed topic shall occur. No action shall be taken.

RECOMMENDATION:
Direct staff accordingly.

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE
City Council
Meeting of: July 7, 2021

Agenda Item No.:
65

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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.

BACKUP DOCUMENTATION:
1. Submitted at Meeting – Flyers for Ward 3 Announcements, Vaccinations at East Las Vegas Community Center, Vaccinations at Global Community High School, Huntridge Circle Park Community Meeting, Fox 5 Superbuild and Toy Giveaway, Park Groundbreaking, Vaccinations at Universal Church, City of Las Vegas Hiring Event and Ward 3 Contacts by Councilwoman Diaz; Flyers for Brews with Brian, Grant a Gift Autism Foundation Ribbon Cutting and Office Contact Information by Councilman Knudsen; Flyers for Senior Ice Cream Social, Blood Drive, Las Vegas Corporate Challenge, Missing Juvenile Bulletins, Homeless Success Stories, Happy Birthday Councilman Crear and Contact Information by Councilwoman Fiore; and Flyers for Cooling Stations, Free COVID-19 Vaccinations, MGM Resorts Hiring Event, Senior Computer Classes, National Park Month, Ward 5 Newsletter and Ward 5 Social Media Portals by Councilman Crear

WARD 3



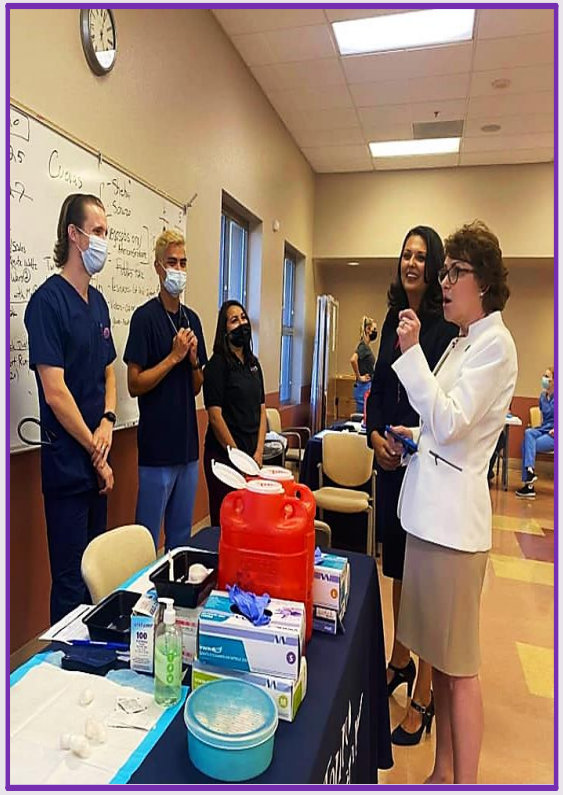
Councilwoman Olivia Díaz

WARD 3

Past Events

June 2nd

VACCINATIONS AT EAST LAS VEGAS COMMUNITY CENTER





City Council
July 7, 2021

WARD 3

Past Events

June 15th

COVID-19 VACCINATIONS AT GLOBAL COMMUNITY HIGH SCHOOL







Thank you to Clark County, SNHD, Culinary Academy of Las Vegas, Mi Familia Vota, REACH, Univision Radio and the Nevada Hispanic Legislative Caucus!

City Council
July 7, 2021

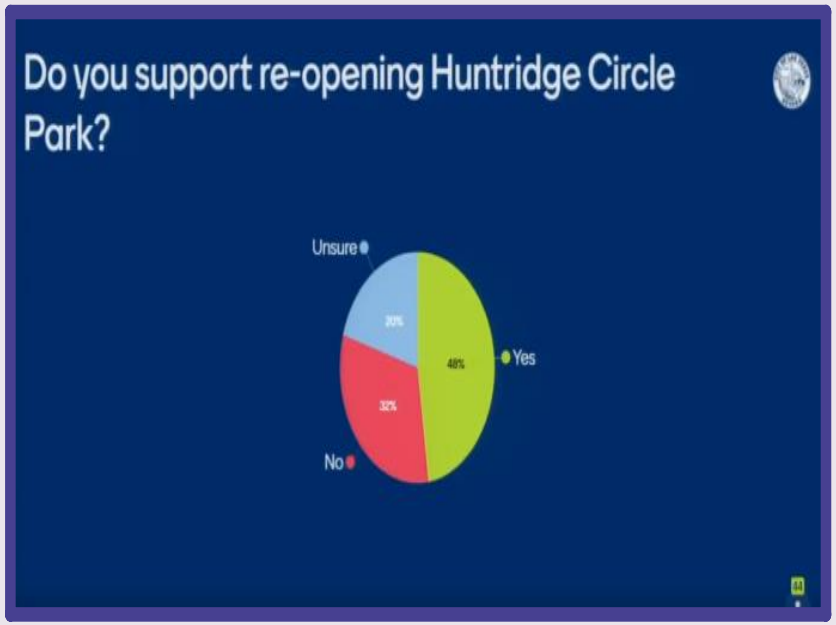
WARD 3

Past Events

June 15th

HUNTRIDGE CIRCLE PARK COMMUNITY MEETING









City Council
July 7, 2021

WARD 3

Past Events

June 17th

FOX 5 SUPERBUILD 2021 & TOY GIVEAWAY

City Council
July 7, 2021

WARD 3

Past Events

June 23rd

PARK GROUNDBREAKING AT 4755 E. HARRIS AVE.





AMENITIES AT 4-ACRE EQUESTRIAN THEMED PARK WILL INCLUDE:

- LIGHTED HORSE ARENA
- LIGHTED SOCCER FIELD
- INFORMATIONAL KIOSK
- TRAILHEAD FOR THE LAS VEGAS WASH TRAIL
- PLAYGROUND, SHADE STRUCTURE, AND RESTROOMS

WARD 3
Upcoming Events

VACCINATION AT UNIVERSAL CHURCH



WARD 3
Announcements

THE CITY OF LAS VEGAS IS HIRING!

Text LV JOBS to 468311
for job alerts

CITY OF LAS VEGAS

HIRING FOR SAFEKEY POSITIONS



RECRUITMENT EVENT

July 7-8 | 8:30 a.m.–3:30 p.m.

City of Las Vegas Human Resources 833 N. Las Vegas Blvd.

The Safekey program is a before and after school enrichment program that is offered at 75 Clark County School District elementary and middle schools within the city of Las Vegas. The program provides a safe environment where children in kindergarten–8th grade engage in fun enrichment and recreational activities enrichment activities, have a nutritious snack and have time to work on their homework.

INTERVIEWING AND HIRING ON THE SPOT

Positions available include:

Safekey Site Leader | Safekey Site Assistant

Applicants must be able to commit to work starting July 22.

Positions average 19-25 hours/week. Pay range $10-$12/hour.

Requirements:

Must be at least 18 years of age. | High School Diploma or GED equivalent.
First Aid and CPR Certification by start date.

Start your application today at www.lasvegasnevada.gov/jobs

cityoflasvegas
lasvegasnevada.gov

An offer of employment is conditional and subject to successful completion of a background investigation including but not limited to drug screening, fingerprint based criminal background check, Child Abuse and Neglect Registry clearance (NRS 432B.290).

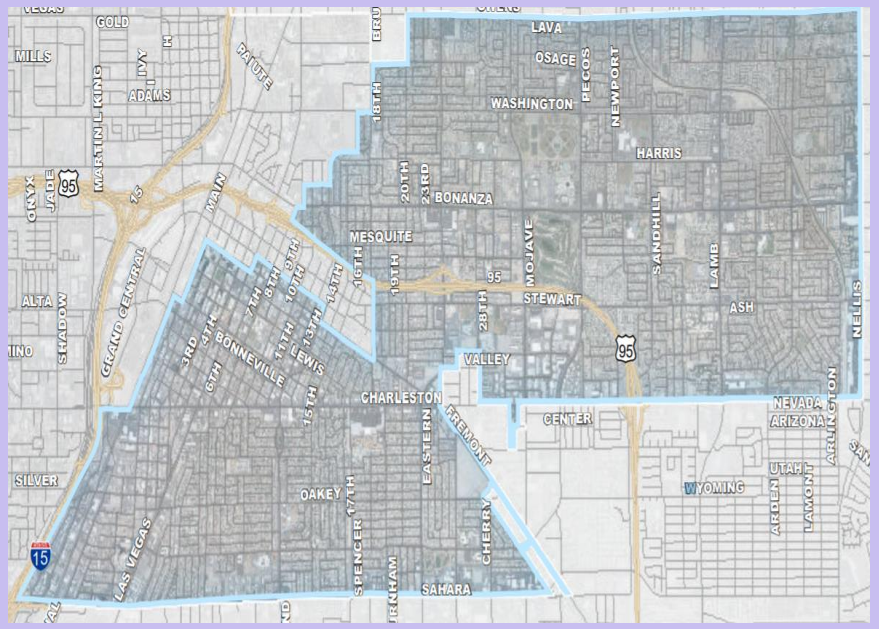
TTY

SUMMER LIFEGUARD POSITIONS



City Council
July 7, 2021

WARD 3





Councilwoman Olivia Díaz

ward3@lasvegasnevada.gov

@OliviaDiazLV @oliviadiazlv oliviadiazlv

City Council
July 7, 2021

Las Vegas City Councilman Brian Knudsen - Ward 1 Events

July Brews with Brian

Join Team Knudsen for our July 2021 Brews with Brian Event! Hear more about the exciting developments happening in Las Vegas Ward 1, and enjoy Paymon's Fresh Kitchen and Lounge!

RSVP today at our ward email: ward1@lasvegasnevada.gov!

RSVP today: ward1@lasvegasnevada.gov.



July 14, 2021 6PM-7PM

Paymon's Fresh Kitchen and Lounge - Sahara

8380 W. Sahara Ave, Las Vegas, NV 89117

Brian Knudsen
COUNCILMAN • WARD 1

Welcome to Ward 1!

Councilman Knudsen welcomed Grant A Gift Autism Foundation during a ribbon cutting for their new management of the Ackerman Center, in alliance with UNLV Medicine located in Ward 1! Welcome to the neighborhood!





Ward 1

Councilman Brian Knudsen

Stay in touch with us for updates, resources, and more!

bknudsen@lasvegasnevada.gov

Call: 702-493-1547

Twitter: @BrianforLV | Facebook: facebook.com/BrianforLV

Senior Ice cream Social

When: Thursday, July 8
(2pm-3pm)

Where: Centennial Hills
Active Adult Center
(9200 Tule Springs Road)



BLOOD DRIVE



LAS VEGAS CITY HALL

WEDNESDAY,
JULY 28
8:00 AM - 12:00 PM
NOW Cafe

SIGN UP TO DONATE IN OUR NEW DONOR PORTAL: VISIT WWW.DONORS.VITALANT.ORG, CREATE AN ACCOUNT OR LOG IN TO YOUR DONOR PORTAL, CLICK ON "SCHEDULE APPOINTMENT" AND SEARCH BY BLOOD DRIVE CODE: CITYHALL OR EMAIL SHENLEY@LASVEGASNEVADA.GOV.

All donors will receive a voucher for a COMPLIMENTARY Admission to Wet'n'Wild!

The CDC advises that individuals who are NOT fully vaccinated should continue wearing a mask or cloth-based facial covering. We ask you to please follow this guidance.

GIVE BLOOD TODAY | vitalant.org
Eligibility questions? Call 877.258.4825

vitalant

Registration Now Open



MISSING JUVENILE

Sent: 2021-07-06 @ 10:55 Case: LLV210600108863 Author: JH/NCS

NIC #

Last Name RIVERA

First Name ALYSSA

Nickname

Alias

Age 14

Gender FEMALE

Height 5'8

Weight 130

Eyes BROWN

Hair RED

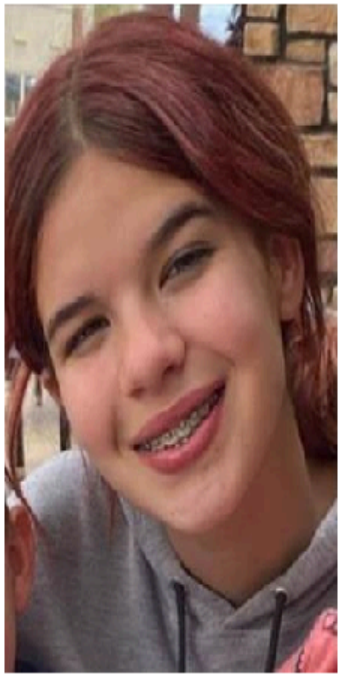
Complexion

Race CAUCASIAN

BirthDate

Last Contact 06/24/2021

Marks



ALYSSA WAS LAST SEEN IN THE AREA OF W.FARM RD & N. SHAUMBER RD (LAS VEGAS,NV)

IT IS UNKNOWN WHAT THE CHILD WAS LAST SEEN WEARING

Child may be suffering from severe emotional distress and may require medical attention.

All area hospitals are asked to check their patient rosters for this missing child or Jane Doe's matching her description and to notify LVMPD if located. It should be noted that "HIPPA" permits disclosure to law enforcement upon request and is authorized pursuant 45 C.F.R., section 164.512. Anyone with information on the known whereabouts of this missing child is strongly urged to contact the Las Vegas Metropolitan Police Department at the below listed numbers.

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

MISSING JUVENILE

Sent: 2021-06-28 @ 11:18 Case: 210600096799 Author: JH/NCS

NIC #

Last Name HEGLUND

First Name KALEN

Nickname

Alias

Age 14

Gender FEMALE

Height 125

Weight 5'2

Eyes HAZEL

Hair BROWN

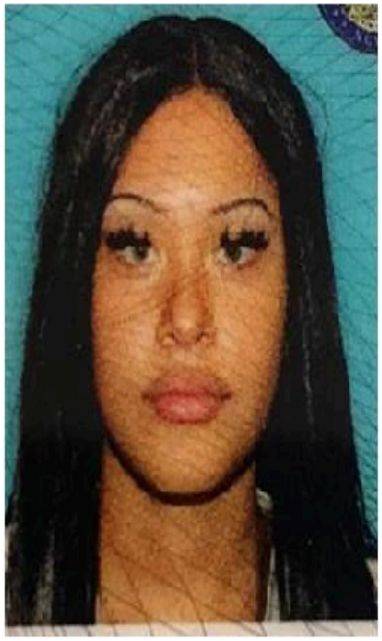
Complexion

Race

BirthDate 03/06/2006

Last Contact

Marks



CHILD WAS LAST SEEN IN THE AREA OF LAS VEGAS, NV

IT IS UNKNOWN WHAT THE CHILD WAS LAST SEEN WEARING

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

Corridor of Hope



Happy Birthday Councilman Crear!





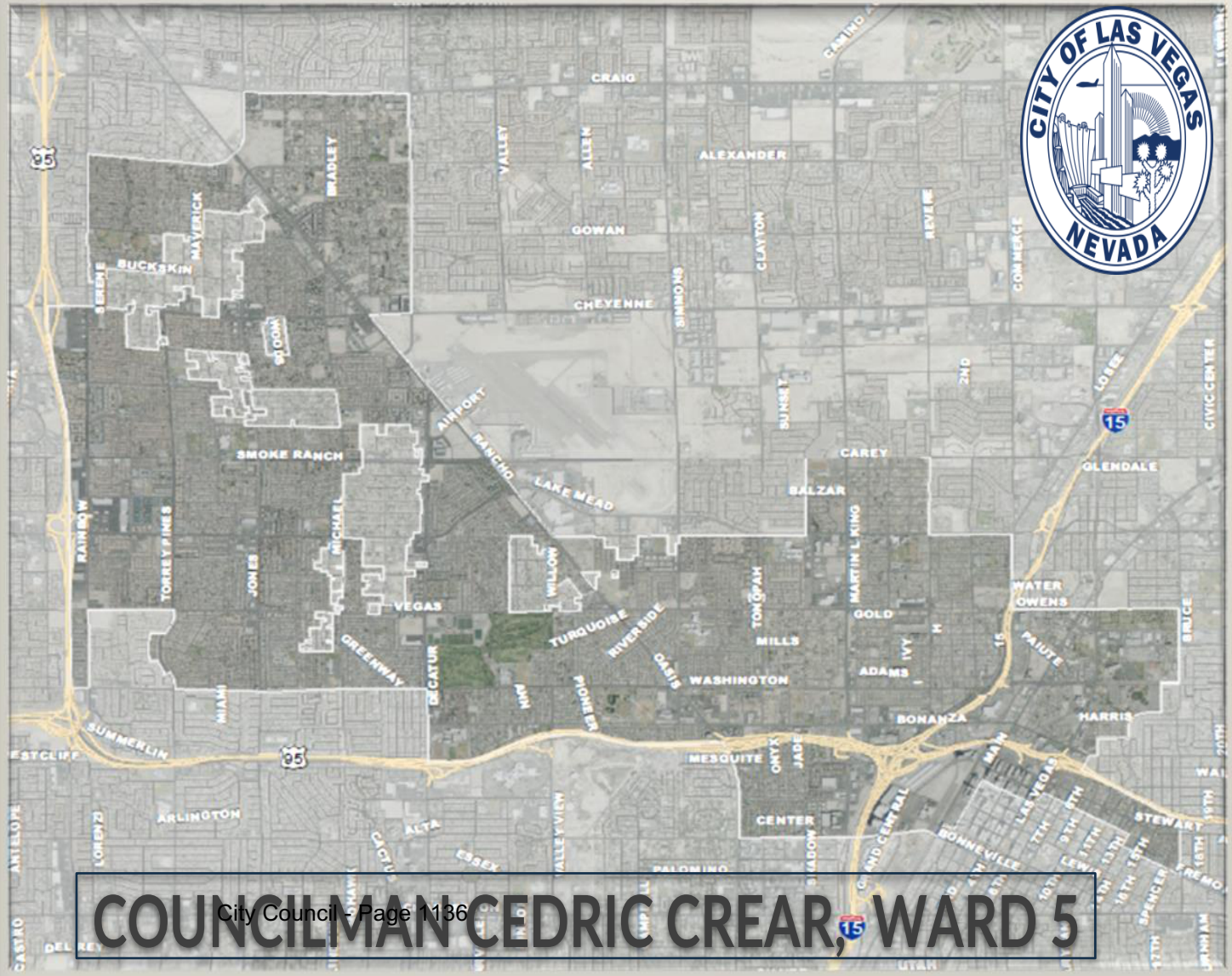
Councilwoman Michele Fiore

Email: ward6staff@lasvegasnevada.gov

Phone: 702-229-5463







COUNCILMAN CEDRIC CREAR, WARD 5

Help Hope Home
Ending Homelessness In Southern Nevada

Cooling Stations

Courtyard Homeless Resource Center

1401 Las Vegas Blvd., N.
702-229-6117

Hours 24 hours daily



Free COVID-19 Vaccinations



Las Vegas Fire & Rescue Station

108 N. J Street

July 10 | 9 a.m. to 2 p.m.

Doolittle Senior Center

1930 J. Street

July 19 | 9 a.m. – 2 p.m.

MGM Resorts

Is Hiring!

Careers.mgmresorts.com



Computer Basis For Seniors

Strong Future Technology Training Center

July 7, 21 and Aug. 4, 18
9 a.m 10 a.m.

330 W. Washington Ave
702-236-2114



Ward 5 Final Announcements



July is National Park Month!



THE LAS VEGAS CITY COUNCIL and
WARD 5
COUNCILMAN | CEDRIC CREAR



Email Tanya Jackson-Renter

tjackson@lasvegasnevada.gov

Office: 702.229-5443





STAY CONNECTED

With Councilman Cedric Crear

Twitter: @cedriccrear
Instagram: Councilman Crear
Facebook: Councilman Cedric Crear

