

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.

**August 4, 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. 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 Charlotte Parker, Community Spiritual Center
4. Pledge of Allegiance
5. Recognition of the Citizen of the Month
6. Recognition of Bunnies Matter Rescue

BUSINESS ITEMS - 9:30 A.M. SESSION

PUBLIC COMMENT

7. 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

8. 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.
9. For possible action to approve the Final Minutes by reference of the July 7, 2021 Regular City Council Meeting

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.

FINANCE - PURCHASING AND CONTRACTS - CONSENT

10. For possible action to approve award of Contract No. 220012-HM, Blanket Designated Services Contract for Environmental Testing, Geotechnical Engineering, Material Testing and Special Inspection Services - Department of Public Works - Award recommended to: THE CONVERSE PROFESSIONAL GROUP DBA CONVERSE CONSULTANTS (Not-to-Exceed \$250,000 Annually/Total Contract Amount Not-to-Exceed \$1,250,000 - Various Funds) - All Wards
11. For possible action to approve award of Contract No. 220009-JH, Prime Design Services Contract for Wyoming Avenue Improvements - Industrial Road to Las Vegas Boulevard - Final Design - Department of Public Works - Award recommended to: ATKINS NORTH AMERICA, INC. (\$488,255 - Road and Flood Capital Projects Fund) - Ward 3 (Diaz)
12. For possible action to approve award of Contract No. 220013-HM, Blanket Services Contract for On-Call Drainage Study Review Consulting Services - Department of Public Works - Award recommended to: HDR ENGINEERING, INC. (Not-to-Exceed \$125,000 Annually/Total Contract Amount Not-to-Exceed \$250,000 - Various Funds) - All Wards
13. For possible action to approve the ratification of award of Contract No. 220010-HM, Blanket Designated Services Contract for Environmental Engineering - Environmental Professional Services - Department of Public Works - Award recommended to: NOVA GEOTECHNICAL AND INSPECTION SERVICES LLC DBA UNIVERSAL ENGINEERING SCIENCES (Not-to-Exceed \$300,000 - Various Funds) - All Wards

PLANNING - BUSINESS LICENSING - CONSENT

14. For possible action to approve a Beer Wine Room License for a Change of Ownership FROM: VIVA LAS VEGAS CENTER, INC. TO: LAS VEGAS WEDDING BUREAU, LLC dba VIVA LAS VEGAS WEDDINGS at 1205 South Las Vegas Boulevard - Ward 3 (Diaz)
15. For possible action to approve an Ancillary Internet Sales License for NEVADA TOWN, INC. dba SAHARA LIQUOR at 4601 West Sahara Avenue, Suite Y [Amir Habib, President, Secretary, Treasurer, Director, Shareholder] - Ward

1 (Knudsen)

16. For possible action to approve an Ancillary Internet Alcohol Sales License for NEVADA FINE WINE & SPIRITS, LLC dba TOTAL WINE & MORE at 730 South Rampart Boulevard - Ward 2 (Seaman)
17. For possible action to approve an Ancillary Internet Alcohol Sales License for NEVADA FINE WINE & SPIRITS, LLC dba TOTAL WINE & MORE at 5720 Centennial Center Boulevard - Ward 6 (Fiore)
18. For possible action to approve a Temporary Beer Wine Room License OWL LOUNGE, LLC dba THE OWL LOUNGE at 3101 West Sahara Avenue - Ward 1 (Knudsen)
19. For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License MDC VENTURES, LLC dba TACOS & MICHES at 318 Fremont Street - Ward 5 (Crear)
20. For possible action to approve a One-Day Opening for a Non-Restricted Gaming License UNITED COIN MACHINE CO dba CENTURY GAMING TECHNOLOGIES db at ULTRA NEW TOWN TAVERN at 600 Jackson Avenue - Ward 5 (Crear)

PUBLIC WORKS - CONSENT

21. For possible action to approve Interlocal Contract 1091 - Supplemental No. 1 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to extend the funding contract expiration date from June 30, 2021 to June 30, 2022 for the Neighborhood Rehabilitation: Fiscal Year 2020 CLV Maintenance Program - All Wards
22. For possible action to approve Interlocal Contract 1263 - Supplemental No. 1 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to increase total funding for construction for the Intersection Improvements Program: Nellis Boulevard at Charleston Boulevard Southbound Right Turn Lane Improvements Project (\$130,000 - Road and Flood Capital Project Fund [CPF]) - Ward 3 (Diaz)
23. For possible action to approve the Las Vegas Freeway and Arterial System of Transportation (FAST) Agreement - Amendment No. 1, a cooperative multi-agency agreement between the Nevada Department of Transportation, the Regional Transportation Commission of Southern Nevada (RTC), Clark County, the Cities of Henderson, North Las Vegas and Las Vegas for the RTC to administer and operate Las Vegas FAST - All Wards
24. For possible action to approve Interlocal Contract 1094 - Supplemental No. 3 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to extend the funding contract expiration date from June 30, 2021 to June 30, 2025 for the Citywide Traffic Engineering Design Services Project - All Wards
25. For possible action to approve Interlocal Contract 1093 - Supplemental No. 1 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to extend the funding contract expiration date from June 30, 2021 to June 30, 2022 for the Americans with Disabilities Act (ADA) Upgrade Program: Fiscal Year 2020 CLV Program - All Wards

DISCUSSION/ACTION ITEMS

ECONOMIC AND URBAN DEVELOPMENT - DISCUSSION

26. Discussion for possible action regarding an Interlocal Sublease Agreement between the City of Las Vegas (City) and Workforce Connections (WC), a public agency, for 840 square feet of office space located at 330 West Washington Avenue, Suite 105, for purposes of economic development - Ward 5 (Crear)

BOARDS AND COMMISSIONS - DISCUSSION

27. Discussion for possible action regarding the appointment of nominee Jennifer Young to the Southern Nevada Health District Public Health Advisory Board

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

28. Bill No. 2021-28 - For possible action - 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).

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.

29. Bill No. Z-2021-1 - Amends the City's Official Zoning Map by changing the zoning designations of certain parcels of land to reflect and formalize rezoning applications previously approved by the City Council. Proposed by: Seth T. Floyd, Director of Community Development
30. Bill No. 2021-32 - Amends LVMC Chapter 19.04 to add a new section to provide procedures and standards by which parklets and streateries may be established within public rights-of-way and adjacent to public sidewalks in order to provide certain amenities, and amends LVMC Chapter 19.18 to provide corresponding definitions.
Sponsored by: Councilwoman Olivia Díaz

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 - DISCUSSION

31. 20-0344 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: SWDE348, LLC - For possible action on the following Land Use Entitlement project requests on 44.52 acres on the west side of the Rainbow Boulevard alignment, approximately 6,900 feet north of Horse Drive (APN 125-03-501-001), Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend DENIAL on the Land Use Entitlement project.
 - 31a. 20-0344-GPA1 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: ML (MEDIUM LOW DENSITY RESIDENTIAL)
 - 31b. 20-0344-ZON1 - ABEYANCE ITEM - REZONING - FROM: R-E (RESIDENCE ESTATES) TO: R-SL (SINGLE FAMILY RESIDENTIAL SMALL LOT)
32. 21-0231-VAR1 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: PATRICK BAILEY - For possible action on a Land Use Entitlement project request TO ALLOW A PROPOSED ACCESSORY STRUCTURE (CLASS II) [GARAGE AND WORKSPACE] THAT IS NOT AESTHETICALLY COMPATIBLE WITH THE PRINCIPAL DWELLING on 0.25 acres at 5136 Lamajon Court (APN 138-24-713-010), R-PD3 (Residential Planned Development - 3 Units per Acre) Zone, Ward 5 (Crear). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

REPORTS AND PRESENTATIONS

33. Report by Brian McAnallen, Manager, Office of Philanthropic Initiatives, regarding an update on the progress and new focus of the Mayor's Fund for Las Vegas LIFE - All Wards
34. Report by Louis Molina, Director, Department of Public Safety, regarding calls for service within the City of Las Vegas during the 4th of July holiday - All Wards

SET DATE

35. 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

36. 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.

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

COUNCIL MEMBER RECOGNITION

38. 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.

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: August 4, 2021

Agenda Item No.:
1

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Call to Order



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 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: August 4, 2021

Agenda Item No.:
3

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Invocation - Reverend Charlotte Parker, Community Spiritual Center



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Pledge of Allegiance



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
5

DEPARTMENT: Communications

Ceremonial

DIRECTOR: David Riggleman

SUBJECT:

Recognition of the Citizen of the Month

BACKUP DOCUMENTATION:

1. Submitted at Meeting - Copies of Plaque and Announcement for August 2021 Citizen of the Month Shaundell Newsome

City of Las Vegas

Citizen *of the* Month

Presented to

Shaundell Newsome

On the *4th* of *August* 2021



Carolyn Goodman

Mayor Carolyn G. Goodman

Stavros S. Anthony

Mayor Pro Tem Stavros S. Anthony

Michele Fiore

Councilwoman Michele Fiore

Cedric Crear

Councilman Cedric Crear

Brian Knudsen

Councilman Brian Knudsen

Victoria Seaman

Councilwoman Victoria Seaman

Olivia Díaz

Councilwoman Olivia Díaz



Citizens of the Month | August 2021

Shaundell Newsome



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
6

DEPARTMENT: Communications

Ceremonial

DIRECTOR: David Riggleman

SUBJECT:

Recognition of Bunnies Matter Rescue

BACKUP DOCUMENTATION:

1. Submitted at Meeting - Copy of Certificate of Recognition for Bunnies Matter Rescue

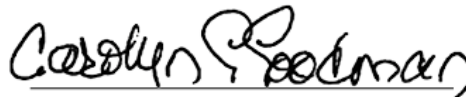
City of Las Vegas
Office of the City Council
Certificate of Recognition

Bunnies Matter Rescue

The Mayor and the Las Vegas City Council recognize Bunnies Matter Rescue for their lasting impact on the residents and animals of Las Vegas. Your many years of service to our residents and furry friends is greatly cherished. On behalf of the City of Las Vegas, we extend our admiration for your dedication to our great City.

Thank you!

August 4, 2021



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: August 4, 2021

Agenda Item No.:
7

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: August 4, 2021

Agenda Item No.:
8

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: August 4, 2021

Agenda Item No.:
9

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:

For possible action to approve the Final Minutes by reference of the July 7, 2021 Regular City Council Meeting



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
10

DEPARTMENT: Finance

CONSENT

DIRECTOR: Venetta Appleyard

SUBJECT:

For possible action to approve award of Contract No. 220012-HM, Blanket Designated Services Contract for Environmental Testing, Geotechnical Engineering, Material Testing and Special Inspection Services - Department of Public Works - Award recommended to: THE CONVERSE PROFESSIONAL GROUP DBA CONVERSE CONSULTANTS (Not-to-Exceed \$250,000 Annually/Total Contract Amount Not-to-Exceed \$1,250,000 - Various Funds) - All Wards

FISCAL IMPACT:

Budget Funds Available

Amount: Not-to-Exceed \$250,000 Annually/Total Contract Amount Not-to-Exceed \$1,250,000

Funding Source: Various Funds

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This contract will provide professional services in support of the City's Capital Improvement Program on a task order basis for a three (3) year term with two (2) one-year renewal options. Award of this contract 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. The Converse Professional Group DBA Converse Consultants is 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. Contract No. 220012-HM
2. Certificate - Disclosure of Ownership and Principals

BLANKET DESIGNATED SERVICES CONTRACT FOR ENVIRONMENTAL TESTING, GEOTECHNICAL ENGINEERING, MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

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 **The Converse Professional Group dba Converse Consultants**, (the "Consultant"), a Corporation, (Corp), whose address is **6610 W. Arby Avenue, Ste. 104, Las Vegas, Nevada 89118**.

WITNESSETH:

WHEREAS, the City intends to construct the VARIOUS PROJECTS RELATED TO THE CITY'S CAPITAL IMPROVEMENT PROGRAM (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Contract; 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, with respect to each project, 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;

WHEREAS, the parties hereto intend with the execution of this Contract to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.1) thereby eliminating the need of executing separate agreements with the Consultant for each Project

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 Definition.** A "**Project Task Order**" refers to that document which sets forth the specific services to be provided by the Consultant in connection with a particular Project.
- 1.2 Issuance.** If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Contract.
- 1.3 Services.** For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Contract. 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 thereto and incorporated therein as a part of this Contract and, if so requested, the additional services set forth in the Additional Compensation, Exhibit "E" attached thereto and incorporated therein as a part of this Contract and to provide the submittals described in the Required Submittals Exhibit "B," attached thereto.

- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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 and each Project Task Order shall be performed by the personnel identified in the Key Personnel List and by the personnel identified in each Project Task Order 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 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.

- 1.8 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.
- 1.9 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.
- 1.10 Responsibility for Construction Document Revisions**
- 1.10.1 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.
- 1.10.2 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 for **THREE-YEARS** from the date of approval 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 Task Orders.** Task Orders executed during the term of this Contract shall remain in force under the terms of this Contract until the responsibilities for each Task Order are completed, even if this Contract is no longer in effect.
- 6.3 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.
- 6.4 Renewals.** The City may, at its sole option, extend the term of this Contract for up to **(2) ONE YEAR RENEWALS** beyond the initial term in 6.1. The City shall provide written notice to the Consultant of such extension, and the Consultant may not assume an automatic renewal. Exercise of a renewal option does not commit the City to exercise further options. Renewal option periods shall be executed under the same terms as this Contract unless the parties agree otherwise. Upon the exercise of a renewal option, the Total Not to Exceed Fee shall renew for the same amount as this Contract and expire any unused Not to Exceed Fee from the previous contractor renewal option.

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 individual task order's scope of services, the City agrees to pay the Consultant the fee in the amount identified in the task order based on Fee Breakdown, Exhibit "D" and Compensation, Exhibit "E", attached hereto, pursuant to invoices submitted in accordance with Section 7.4 of this Contract.

- 7.2 Compensation: Additional Services.** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.
- 7.3 Compensation: Reimbursable Expenses.** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of Additional Compensation.
- 7.4 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.
- 7.5 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.
- 7.6 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 percentage of completion of the Project, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this 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 percentage of the Project completed at the time of suspension

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of 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 A 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 its 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.
- 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 Indemnities 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 Indemnities pursuant to this Section, unless the Indemnities, 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 Indemnities 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 "G" (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or

the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G," the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within fifteen (15) days of such change.

10.10 Consultant's Employees. The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this 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 Statute ("NPR") and that certain Confidential Information may be subject to the NPR. 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 NPR; (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 NPR 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 NPR 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 NPR shall still remain subject to the confidentiality obligations stated in this Agreement. In the event City receives any subpoena, demand, or request under the NPR 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 NPR, 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, prior to executing each Project Task Order, 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 to 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

Converse Consultants

By: _____
Tonya Kemble, Manager, Purchasing & Contracts

By: _____
Kurt Goebel, Senior Vice President

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 7/19/21
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

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 ”	CERTIFICATE OF DISCLOSURE
EXHIBIT “ H ”	PROJECT TASK ORDER

*** Any conflicts between the proceeding Contract and the following Exhibits shall be governed by the Contract.**

EXHIBIT A

SCOPE OF SERVICES

100 GENERAL

100.1 The Scope of Services for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

100.1.1 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.

100.2 The Scope of Services included in each Project Task Order may include any professional services that the Consultant is capable of providing in support of the City's Capital Improvement Program including, but not limited, to the following services:

Environmental Consulting, Environmental Testing, Geotechnical Engineering, Material Testing and Special Inspection Services

100.2.1 The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all sub-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.

100.3 Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

100.4 Project Management Software. Upon City request, Consultant shall utilize the City's online project management 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.

100.4.1 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.

100.4.2 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.

100.5 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.

100.6 **Photos.** The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of the Task Order. Photographs of the Project taken by the Consultant after final Consultant payment for the Task Order will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

END OF EXHIBIT "A"

EXHIBIT B

REQUIRED SUBMITTALS

200 GENERAL

- 200.1** The Required Submittals for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".
- 200.2** Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, land acquisitions, right of way dedications, easements, utility and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.
- 200.3** All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.
- 200.4** 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.

END OF EXHIBIT "B"

EXHIBIT C

PERFORMANCE SCHEDULE

300 GENERAL

301 CONTRACT TERM AND RENEWALS. SECTION 6 – TERM OF THE CONTRACT delineates the term of the contract and any renewal options, if applicable.

302 TASK ORDER. The Performance Schedule for each executed Project Task Order shall be as stated in the Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "C"

EXHIBIT D

FEE BREAKDOWN

400 GENERAL

400.1 The Fee Breakdown for this Contract shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

400.2 The total Blanket Contract maximum not-to-exceed fee for all of the Project Task Orders is **\$250,000.00 annually**.

401 PAYMENT

401.1 Payments made under this contract will be in accordance with Section 7.0 - Compensation and Terms of Payment.

401.2 The City Representative shall have the authority to make such work scope adjustments to the line items within the task orders 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 and (2) the Total Not to Exceed Cost for the contract/task order are not exceeded.

END OF EXHIBIT "D"

EXHIBIT E

COMPENSATION

500 CONSULTANT HOURLY RATES

500.1 The following hourly rates are to be used as the basis for negotiation of task orders. These hourly rates are valid for the duration of the Project and include all salary costs, overhead, profit, administration, direct costs except as detailed in Section 7.3. 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
Staff Support and Clerical	\$70.00
Word Processor	\$80.00
Field Technician	\$80.00
Senior Technician	\$90.00
Supervisory Technician	\$100.00
Staff Professional	\$100.00
Project Professional/Graphics/GIS	\$140.00
Senior Professional	\$150.00
Certified Industrial Hygienist	\$170.00
Principal Professional	\$180.00
Officer	\$200.00

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	NOT-TO-EXCEED
None authorized or anticipated as of the date of this Contract.			\$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.

502 REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
Various field equipment, subcontracted environmental laboratory services and possible subconsultant specialty services (if requested) may be required for environmental monitoring. These are not known or anticipated at this time, but future work scopes may dictate them.

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.

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 reimbursements 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: Jeremy Leavitt, P.E., Program Manager

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Steve Ford, P.E., City Engineer

600.3 CITY REPRESENTATIVE FOR EACH SUBSEQUENT PROJECT TASK ORDER: As stated in each Project Task Order.

601 CONSULTANT'S PROJECT STAFF

601.1 Unless stated otherwise in the Project Task Order, The following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes or additions require City approval.

Kurt Goebel, Sr. Vice President

Rob Gegenheimer, Principal

Dale Walsh, Certified Industrial Hygienist

James Jimenez, Senior Project Manager

Keith Houk, Project Scientist

Kevin Paprocki, Project Manager

Steven Preston, Senior Environmental Technician

Sebastian Dominguez, Environmental Technician

601.1.a CONSULTANT REPRESENTATIVE (who may also be one of the following staff): Rob Gegenheimer, Principal

601.1.b CONSULTANT REPRESENTATIVE SUPERVISOR: Kurt Goebel, Sr. Vice President

601.1.c TECHNICIAN: (Field)

James Jimenez, Sr. Project Manager

Keith Houk, Project Scientist

Kevin Paprocki, Project Manager

Stevin Preston, Environmental Technician

Sebastian Dominguez, Environmental Technician

601.1.d CLERICAL: RESPONSIBLE IN CHARGE PERSON*.

*List name of individual Architect, individual Engineer, or Contractor company name as licensed:

Liz Scheffner, managed by Kurt Goebel, Sr. Vice President

601.1.e IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER

List Architect, Engineer or Contractor License number:

Nevada CEM 1231

None. All work to be performed by Consultant employees.

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract 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: The Converse Professional Group dba Converse Consultants	
Address: 6610 W. Arby Ave, Ste 104	City / ST / Zip: Las Vegas, NV 89118
Telephone: (702) 269-8336	EIN or DUNS : 95-4020122
Block 2: Description / Subject Matter of Contract	
Services for: Environmental Consulting Services	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	Hashmi Quazi / President	2021 Rancho Dr., Ste 1, Redlands, CA 92373	(909) 796-0544
2	Norman Eke / Senior VP	717 S. Myrtle Ave, Monrovia, CA 91016	(626) 930-1200
3	Ruben Romero / CFO	717 S. Myrtle Ave, Monrovia, CA 91016	(626) 930-1200
4	Kurt Goebel / Senior VP	6610 W. Arby Ave, Ste 104, Las Vegas, NV 89118	(702) 269-8336
5	Kathiravetpillai Sivathasan / Senior VP	717 S. Myrtle Ave, Monrovia, CA 91016	(626) 930-1200
6	Laura Tanaka / Principal	3176 Pullman Ave, Ste 108, Costa Mesa, CA 92626	(714) 444-9660
7	Michael Van Fleet / Senior Geologist	717 S. Myrtle Ave, Monrovia, CA 91016	(626) 930-1200
8	Danielle Ertl / Office Administrator	2021 Rancho Dr., Ste 1, Redlands, CA 92373	(909) 796-0544
9	George Pater / Env Scientist	717 S. Myrtle Ave, Monrovia, CA 91016	(626) 930-1200
10	John Ziegler / Senior Professional	717 S. Myrtle Ave, Monrovia, CA 91016	(626) 930-1200

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

Block 5: Disclosure of Ownership and Principals -- Alternate	
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.	
Name of Attached Document: _____	
Date of Attached Document: _____	Number of Pages: _____

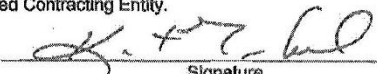
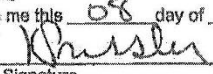
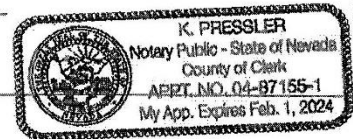
Contracting Party Certification (Notarized signature required in event of contract award per section 4, "Incorporation")	
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.	
 Signature  Date	
State of Nevada County of Clark Subscribed and sworn to before me this <u>08</u> day of <u>June</u> , 2021 by Kurt Goebel -  Notary Signature	
	

EXHIBIT "H"
PROJECT TASK ORDER

Number H- ____

FOR

MATERIAL TESTING AND SPECIAL INSPECTION

Blanket Services Contract Name:	
Consultant Name:	
Contract Services Listed:	
Contract/Option Period From:	To
Contract/Option Year Not-to-Exceed Fee:	\$
Aggregate Task Order value for current option year (prior to this Task Order):	\$
Amount of this Task Order	\$
Contract amount remaining after this Task Order:	\$

Whereas the City and Consultant have signed a Blanket Services Contract for the Consultant to provide professional services described in the Contract for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Services Contract to provide services for the following named Project:

Project Name:
Location:
Description:
Construction Cost \$ Budget

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A – Scope of Services

1001 THE PROJECT

Proposal Included. In addition to the services to be provided within this Contract and its Exhibits, the scope of services is additionally contained in the Consultant's proposal dated , attached and included as **Exhibit "H- _1"**.

SCOPE OF PROJECT. As shown on the attachment to this Exhibit, titled

1001.1.1 SCOPE OF SERVICES.

-----TYPE IN THE ENTIRE DETAILED SCOPE OF SERVICES FOR THIS PROJECT TASK ORDER HERE -----

1001.2 MasterWorks Software. Upon City request, Consultant shall utilize the City's online project management 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.

1001.2.1 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.

1001.2.2 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.

- 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.

END OF SECTION "A"

Section B – Required Submittals

2001 SUBMITTALS

2001.1 In addition to the submittals required by the Blanket Services Contract For the services set forth in Section “A” (Scope of Services) of this Project Task Order, the Consultant shall deliver the following minimum submittals and deliverables for the Project, 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.

**-----TYPE IN THE ENTIRE DETAILED SCOPE OF THE DELIVERABLES FOR THIS PROJECT TASK ORDER
HERE-----**

2001.2 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

END OF SECTION “B”

Section C – Performance Schedule

3000.2 For the services set forth in Section “A” (Scope of Services) of this Project Task Order, the Consultant shall accomplish the services in accordance with the following schedule.

3000.2.1 Project Task Order. Site access is hereby provided to the Consultant by the City for the scope of services contained in this Project Task Order. The maximum allowed time to complete each portion of the work is as follows:

BY PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Programming and Conceptual Design	00	Includes 2 week City review period.
Schematic Design	00	Includes 2 week City review period.
Design Development	00	Includes 1 week City review period.
Construction Documents	00	City review is concurrent with drawings.
Bidding		City determined.
Construction		City determined.
Post Construction		City determined.
TOTAL	0	

DELETE THE TABLE ABOVE OR BELOW THAT IS NOT USED FOR YOUR TASK ORDER - - - -

BY TASK	CALENDAR DAYS TO COMPLETE	REMARKS
TOTAL	0	

END OF SECTION "C"

Section D – Fee Breakdown

4000 COMPENSATION

4000.1 The maximum compensation to be paid to the Consultant for performance of this Contract including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed \$_____. Increases to total compensation may only be authorized by written amendment or change order to this Task Order. This compensation amount is comprised of the parts described in this Section “D” (Fee Breakdown).

- - - SELECT ONE OF THE FOLLOWING PAYMENT METHODS AND DELETE THE OTHER OPTIONS - - -

4001 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON HOURLY AND TESTING RATES

For the services set forth in Section “A” (Scope of Services), the City agrees to pay to the Consultant in accordance with Section 7.0 and Appendix E for each phase of the Project identified in this Section “D” (Fee Breakdown). The Consultant agrees to perform the services required under this Contract Section “A” (Scope of Service) for the not-to-exceed amount set forth in this Section “D” (Fee Breakdown). Payments shall be made for each phase pursuant to monthly invoices submitted in accordance with this Contract based upon the percentage of services completed for each phase. The not-to-exceed fee shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section “A” (Scope of Services).

PHASE	PERCENT of TOTAL	NOT-TO-EXCEED FEE	REMARKS
Programming and Conceptual Design	%	\$0.00	
Schematic Design	%	\$0.00	
Design Development	%	\$0.00	
Construction Documents	%	\$0.00	
Bidding	%	\$0.00	
Construction	%	\$0.00	
Post Construction	%	\$0.00	
	TOTAL	\$0.00	

4001.1 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF DELIVERABLES

For the services set forth in Section "A" (Scope of Services), the City agrees to pay to the Consultant in accordance with Section 7.0 and Appendix E based upon the completed of, and acceptance by the City, of each Deliverable identified in Section "A" (Scope of Services). The Consultant agrees to perform the services and complete the Deliverables required under this Contract Section "A" (Scope of Services) for not-to-exceed amount set forth in this Section "D" (Fee Breakdown). Payment shall be made for each completed Deliverable pursuant to invoices submitted in accordance with this Contract. The not-to-exceed fee shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

DELIVERABLE	NOT-TO-EXCEED FEE	REMARKS
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
TOTAL	\$0.00	

OR ----- (DELETE METHODS NOT USED) -----

4001.2 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF TASKS

The City agrees to pay the consultant in accordance with Section 7.0 and Appendix for each task and, if applicable, each subtask, set forth in Section "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the not-to-exceed amount of set forth in this Section "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract. The not-to-exceed fee shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

TASK	QUANTITY	UNIT PRICE	UNIT	ESTIMATED COST
		\$0.00	Per	\$0.00
		\$0.00	Per	\$0.00
		\$0.00	Per	\$0.00
		\$0.00	Per	\$0.00
		\$0.00	Per	\$0.00
		\$0.00	Per	\$0.00
		\$0.00	Per	\$0.00
			TOTAL	\$0.00

OR ----- (DELETE METHODS NOT USED) -----

4001.3 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF TASKS

The City agrees to pay the fixed fee unit price attributable to each task and, if applicable, each subtask, set forth in Section "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Section "D" (Fee Breakdown). Payments shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract. The fixed fee unit price shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

A Total Not-To-Exceed Cost for Completion of Tasks is hereby established as set forth below. The quantity of tasks will be determined and pre-authorized in writing to the Consultant by the City Representative over the course of the Project, including adjustments of the estimated quantity of units between line-item tasks, without the need to amend this Contract up to the Total Not-To-Exceed Cost. Fees for additional tasks not described in this Section "D" (Fee Breakdown) may be negotiated over the course of the Project and utilized as part of the Total Not-To-Exceed Cost for Completion of Tasks without amending this Contract. Tasks performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost for Completion of Tasks shall not be obligated for compensation.

Increases to the Total Not-To-Exceed Cost for Completion of Tasks may only be authorized by amendment or change order to this Contract. Amendments or change orders to this Contract must be in writing and signed by both parties prior to the performance of any service resulting in an increase to this Total Not-To-Exceed Cost for Completion of Tasks.

TASK	FIXED FEE UNIT PRICE	UNIT	ESTIMATED QUANTITY OF UNITS	ESTIMATED COST	REMARKS
	\$	Per	1	\$	
	\$	Per	1	\$	
	\$	Per	1	\$	
	\$	Per	1	\$	
	\$	Per	1	\$	
TOTAL NOT-TO-EXCEED COST				\$	

OR ----- (DELETE METHODS NOT USED) -----

4001.4 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON HOURLY AND TESTING RATES

For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant based upon the Consultant hourly rates and testing rates established in the Consultant's attached proposal dated _____ based upon the completed and approved services performed for the prior month. The Consultant agrees to perform the services required under this Contract Exhibit "A" (Scope of Services) for no more than the amount of the Total Not-to-Exceed Cost set forth in this Exhibit "D" (Fee Breakdown). Payments shall be made pursuant to monthly invoices submitted in accordance with this Contract. **The Total Not-to-Exceed Cost shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.**

SERVICE	NOT-TO-EXCEED COST	REMARKS
Special Inspection and Materials Testing	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
TOTAL NOT TO EXCEED COST	\$0.00	

4001.5 The amounts shall not be shifted between the Not-to-Exceed Cost for each service shown above unless the City Representative so authorizes in writing.

4002 ALLOWANCE FOR ADDITIONAL SERVICES

4002.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

4002.2 Additional Services are services provided in the interests of the Project that are not set forth in Section "A" (Scope of Services).

4002.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Section "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Section "E" (Additional 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.

4002.4 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 or change order to this Contract to allow them as Reimbursable Expenses.

4002.5 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment or change order to this Contract.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	\$0	Material Testing and Special Inspection

END OF SECTION "D"

Section E – Additional Compensation

5000 RATES AND REIMBURSABLES

5000.1 Consultant Hourly Rates: Unchanged from the description included in Exhibit “E” of the Blanket Services Contract.

5000.2 Additional Services Rates: Unchanged from the description included in Exhibit “E” of the Blanket Services Contract.

5000.3 Reimbursable Expenses: Unchanged from the description included in Exhibit “E” of the Blanket Services Contract.

Section F – Key Personnel List

Unchanged from the description included in Exhibit “F” of the Blanket Services Contract, except as follows:

- CITY REPRESENTATIVE:
- CITY REPRESENTATIVE'S SUPERVISOR:

----- THE PROJECT MANAGER'S NAME SHOULD BE LISTED FOR THIS TASK ORDER PROJECT. -----

Section F – Disclosure

Unchanged since signing Exhibit “G” of the Blanket Services Contract

----- VERIFY WITH THE CONSULTANT -----

Upon execution hereof, this Project Task Order shall be attached to the Blanket Services Contract referenced herein.

Dated this _____ day of _____, _____.

By: _____

CONSULTANT

By: _____

CITY

EXHIBIT "G"
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.

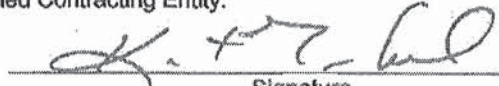
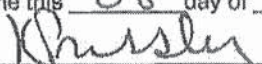
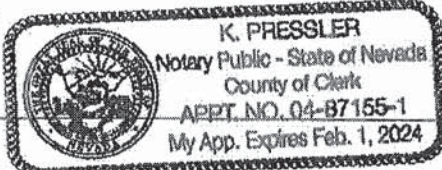
Block 1: Contracting Entity	
Name: The Converse Professional Group dba Converse Consultants	
Address: 6610 W. Arby Ave, Ste 104	City / ST / Zip: Las Vegas, NV 89118
Telephone: (702) 269-8336	EIN or DUNS : 95-4020122
Block 2: Description / Subject Matter of Contract	
Services for: Environmental Consulting Services	Project Number:
Block 3: <u>Type of Business</u>	
☐ 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	Hashmi Quazi / President	2021 Rancho Dr., Ste 1, Redlands, CA 92373	(909) 796-0544
2	Norman Eke / Senior VP	717 S. Myrtle Ave, Monrovia, CA 91016	(626) 930-1200
3	Ruben Romero / CFO	717 S. Myrtle Ave, Monrovia, CA 91016	(626) 930-1200
4	Kurt Goebel / Senior VP	6610 W. Arby Ave, Ste 104, Las Vegas, NV 89118	(702) 269-8336
5	Kathiravepillai Sivathasan / Senior VP	717 S. Myrtle Ave, Monrovia, CA 91016	(626) 930-1200
6	Laura Tanaka / Principal	3176 Pullman Ave, Ste 108, Costa Mesa, CA 92626	(714) 444-9660
7	Michael Van Fleet/ Senior Geologist	717 S. Myrtle Ave, Monrovia, CA 91016	(626) 930-1200
8	Danielle Ertl/Office Administrator	2021 Rancho Dr., Ste 1, Redlands, CA 92373	(909) 796-0544
9	George Paler/Env Scientist	717 S. Myrtle Ave, Monrovia, CA 91016	(626) 930-1200
10	John Ziegler/Senior Professional	717 S. Myrtle Ave, Monrovia, CA 91016	(626) 930-1200

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

Block 5: Disclosure of Ownership and Principals – Alternate	
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.	
Name of Attached Document: _____	
Date of Attached Document: _____	Number of Pages: _____

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.	
 _____ Signature  _____ Date State of Nevada County of Clark Subscribed and sworn to before me this <u>08</u> day of <u>June</u>, 2021 by Kurt Goebel -  _____ Notary Signature 	



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
11

DEPARTMENT: Finance

CONSENT

DIRECTOR: Venetta Appleyard

SUBJECT:

For possible action to approve award of Contract No. 220009-JH, Prime Design Services Contract for Wyoming Avenue Improvements - Industrial Road to Las Vegas Boulevard - Final Design - Department of Public Works - Award recommended to: ATKINS NORTH AMERICA, INC. (\$488,255 - Road and Flood Capital Projects Fund) - Ward 3 (Diaz)

FISCAL IMPACT:

Budget Funds Available

Amount: \$488,255

Funding Source: Road and Flood CPF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This contract is to complete the engineering design plans for the Wyoming Avenue streetscape enhancements from 30% through final design, and will also provide utility research and coordination, agency coordination, survey, right-of-way and easement acquisition documents. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Atkins North America, Inc. has a local office 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. 220009-JH
2. Certificate - Disclosure of Ownership and Principals

**PRIME DESIGN SERVICES CONTRACT
FOR
WYOMING AVENUE IMPROVEMENTS – INDUSTRIAL ROAD TO LAS VEGAS BLVD –
FINAL DESIGN**

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 **Atkins North America, Inc.**, (the “Consultant”), a **Corporation** (LLC, CORP), whose address is **2270 Corporate Circle, Suite 200, Henderson, NV, 89074**.

PROJECT DESCRIPTION: The Consultant will advance the 30% design from the previous contract, 190160-JH, to final design with streetscape enhancements, including, but not limited to, four (4) to five (5) travel lanes, bicycle lanes, widened sidewalk, and amenity zones with landscaping. The project shall include the following design elements: Downtown Centennial standard streetlights, FAST Interconnect and Smart City infrastructure, traffic signal modifications at Wyoming/Commerce and Wyoming/Main, traffic signal undergrounds at Wyoming Ave and Fairfield Ave, Rectangular Rapid Flashing Beacon (RRFB) crossing at Wyoming Ave and Casino Center Blvd, and Downtown wayfinding signs. The Consultant will also provide utility research / coordination, agency coordination, survey, right-of-way and easement acquisition documents.

WITNESSETH:

WHEREAS, the City intends to construct the **Wyoming Avenue Improvements – Industrial Road to Las Vegas Blvd. – Final Design** (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. 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 not 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 its 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 Two Hundred Fifty Thousand (\$250,000) 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 Statute ("NPRS") 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

CONSULTANT – Atkins North America, Inc.

By: _____
Tonya Kemble, Manager, Purchasing & Contracts

By: _____
Matthew S. Baird, Vice President

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 7/14/21
Deputy City Attorney
John S. Ridilla
Deputy City Attorney

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 between the City of Las Vegas (City) and Atkins North America, Inc. (Consultant) progresses the previous contracted 30% design (Contract No. 190160-JH, signed January 22, 2019) to the final design and preparation of Contract Drawings, Special Provisions, and Construction Cost Estimate for Wyoming Avenue between Industrial Road and Las Vegas Boulevard project.

The Consultant will advance the 30% design with streetscape enhancements, including, but not limited to, four (4) to five (5) travel lanes, bicycle lanes, widened sidewalk, and amenity zones with landscaping. The project shall include the following design elements: Downtown Centennial standard streetlights, FAST Interconnect and Smart City infrastructure, traffic signal modifications at Wyoming/Commerce and Wyoming/Main, traffic signal undergrounds at Wyoming Ave and Fairfield Ave, Rectangular Rapid Flashing Beacon (RRFB) crossing at Wyoming Ave and Casino Center Blvd, and Downtown wayfinding signs. The Consultant will also provide utility research / coordination, agency coordination, survey, right-of-way and easement acquisition documents.

A hydraulic analysis of the proposed street sections will be performed, within the limits of the project, and the findings will be presented in a drainage memorandum.

The design documents shall include improvements to the existing sanitary sewer system within the project limits. These improvements include two (2) trenchless point repairs.

The project will require coordination with on-going City design and construction projects, including, but not limited to, Casino Center Boulevard and Las Vegas Boulevard project.

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.

100.3 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
- Downtown Centennial Standards
- Regional Transportation Commission of Southern Nevada Regional Bicycle and Pedestrian Plan
- Regional Transportation Commission of Southern Nevada Complete Streets Initiative

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 ("CCRFC"); 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 Not Used.

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. 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.

- **Deliverables:** Project Kick-Off Meeting Agenda and copies for distribution at Kick-Off Meeting; Project Kick-Off Meeting Minutes.

101.2.2 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.

- **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 and review 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 (up to six meetings), project coordination, and exhibits as required (project utility plans). Submittal of Design Phase Plans are not a part of the Task, they will be part of each Design Phase Plan submittal.
- 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 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.

- **Deliverables:** Project Plans to be sent to the Utility Companies at each design level (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:

- No permits are anticipated for this project

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.

- **Deliverables:** Matrix of required permits; correspondence; preparation of permit applications.

101.5 Public Outreach

101.5.1 The Consultant will be responsible to coordinate project information and assist City of Las Vegas (City) staff and any other public outreach consultant (if applicable) in conducting public informational meetings and hearings, preparing displays, attendance by staff members who are knowledgeable of the project, and shall be responsible for:

- Preparing exhibits for the project
- Assist City staff and any other public outreach consultant (if applicable) in preparing handouts for public information meeting
- Responding to public comments as part of the record of the meeting
- Participating in the meeting to explain the project and answer questions
- Prepare PowerPoint presentations

101.5.2 The Consultant shall assist City staff and any other public outreach consultant (if applicable) with creating, preparing and releasing relevant and timely information regarding project status during design and construction to the following:

- Elected Officials
- Media outlets
- Property owners and tenants
- Businesses
- Other stakeholders
- Deliverables: coordinating, facilitating, attending, preparing exhibits, letters, notices, flyers, meeting minutes and specialty signing (e.g., business information, traffic control, etc.).

101.5.3 Stakeholder Meetings

- The Consultant will be responsible to coordinate project information and assist City staff and any other public outreach consultant (if applicable) for two (2) meetings required with project stakeholders prior to construction and shall be performed to determine the landscape aesthetic treatments on the project. The purposes of the meetings shall be, but not limited to, identifying potential project aesthetic treatment alternatives, locations, determining long term maintenance participation, building consensus among aesthetic stakeholders and choosing a preferred alternative from the three (3) proposed conceptual plans.
- The Consultant will be responsible to coordinate project information and assist City staff and any other public outreach consultant (if applicable) for one (1) Public Meeting during the project.
- **Deliverables:** coordinating, facilitating, attending, preparing exhibits, letters, notices, flyers and meeting minutes meetings. If task 101.5 Public Outreach is required, it will be paid under additional services

102 30% DESIGN PHASE

102.1 Survey

102.1.1 General

- Professional Land Surveyor. All survey work performed for the tasks listed in this section shall be performed under the direct supervision of a Professional Land Surveyor (PLS) currently registered in the State of Nevada, excluding any aerial mapping or LiDAR scanning performed by a third-party vendor.

102.1.2 Control Survey

- General. A control survey will be performed to establish adequate control for all boundary location and topographic mapping necessary for the limits and purpose of the project. This will include all control panels/targets set for the purpose of aerial mapping or LiDAR scanning.
- Horizontal Coordinate System. The control survey shall utilize the official City of Las Vegas horizontal coordinate system defined as follows. The geodetic datum and current reference frame is NAD 83 (2011) epoch 2010.0 as determined by the reference stations that comprise the Las Vegas Valley Water District GPS network. The use of any other geodetic datum and reference frame will require approval of the City Surveyor. The mapping projection 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. For more detailed information on the datum, GPS network and NCRS please visit the following webpage: lasvegasnevada.gov/survey.
- Vertical Control. The control survey shall utilize the official City of Las Vegas Vertical Control Network defined as follows. The vertical datum is NAVD88 as adjusted by the City in 2008, referred to as the CLV 2008 Adjustment. The Control Network is comprised of City of Las Vegas benchmarks. Only benchmarks with a published CLV 2008 Adjustment elevation shall be used. For more detailed information on the benchmarks please visit the following webpage: lasvegasnevada.gov/survey. Large projects that extend more than one-half mile in any direction shall be tied to multiple benchmarks, with no portion of the project being more than one-half mile from a project benchmark.
- Accuracy. The control survey shall have an absolute horizontal accuracy of +/- 0.05 feet relative to the project coordinate system, which meets positional certainty requirements for High Urban Land Boundary Surveys per NAC 625.666. All points used to control aerial mapping, lidar scanning and traditional optical survey methods shall have an absolute vertical accuracy of +/- 0.05 feet (relative to the project benchmarks), as permitted by the positional certainty requirements for Control Surveys per NAC 625.666.
- Boundary Control. The control survey shall incorporate sufficient survey monumentation to establish the following cadastral linework: 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 any other pertinent records shall be performed.
- Monumentation. All roadway centerline and Public Lands Survey System (PLSS) monuments within the limits of the project's proposed construction activities (not already included as part of the boundary control survey) shall be incorporated within the control survey.
- Survey Control Map. A Survey Control Map shall be prepared showing all horizontal control, vertical control and boundary control monuments included in the control survey with the relevant horizontal coordinates and elevations annotated. It shall also show all roadway alignments, right-of-way lines, property lines and easement lines established for the project along with all necessary annotation to describe the geometry of this linework.
- Record-of-Survey. Unless waived by the City Surveyor the Survey Control Map shall be formatted as a Record-of-Survey. If the Record-of-Survey requirement was waived, the completed Survey Control Map shall be formatted as specific plan sheet(s) to be sealed by the PLS.
- **Deliverables:** This was submitted with the previous contract, 190160-JH.

102.1.3 Topographic Survey

- General. Based on the project control survey a topographic survey of all surface features within the project limits will be performed to serve as the base model for all engineering design. The topographic survey will consist of two primary components, 2D planimetrics of existing features and a 3D digital terrain model (DTM).

- **Standard Accuracy.** Except when authorized by the City Surveyor to perform aerial mapping (using manned aircraft), the topographic survey shall conform to the following accuracy requirements. The survey shall have an absolute horizontal accuracy of +/- 0.1 feet relative to the project coordinate system, as permitted by the positional certainty requirements for Engineering Design Topographic Surveys per NAC 625.666. The survey shall have an absolute vertical accuracy of +/- 0.1 feet relative to the project benchmarks. The survey shall have a relative vertical accuracy of +/- 0.05 feet between any two points within 100 feet of each other.
- **Accuracy with Aerial Mapping.** When authorized by the City Surveyor to perform aerial mapping (using manned aircraft), the topographic survey shall conform to the following accuracy requirements. The survey shall have an absolute horizontal accuracy of +/- 0.3 feet relative to the project coordinate system, as permitted by the positional certainty requirements for Engineering Design Topographic Surveys per NAC 625.666. The survey shall have a relative horizontal accuracy of +/- 0.1 feet between any two points within 100 feet of each other. The survey shall have an absolute vertical accuracy of +/- 0.5 feet relative to the project benchmarks. The survey shall have a relative vertical accuracy of +/- 0.1 feet between any two points within 100 feet of each other.
- **Verification.** Sufficient verification check measurements shall be performed to ensure the survey data meets required accuracies. This applies to aerial mapping and LiDAR scanning data obtained from a third party vendor, as well as all data obtained through field measurements.
- **Limits of Survey.** The design engineer shall provide detailed topographic survey limits including any areas outside the right-of-way and/or behind the back of walk. If survey is required within an enclosed area on private property, permission for access shall be obtained by the design engineer. The project may require multiple noncontiguous survey areas.
- **Topographic Features.** The following surface features are to be included (but not limited to): curbs, gutters, pavement edges, gradebreaks (improved and unimproved surfaces), traffic markings, signs, walls, fences, buildings, vegetation, manholes, vaults, pullboxes, pedestals, utility poles, drop inlets, and street and park furniture.
- **Planimetrics Content and Level of Detail.** The planimetrics data shall at a minimum indicate the following information about all topographic features within the requested survey limits: curb widths, wall and fence type, wall widths, gate locations, ground surface types (e.g., concrete, asphalt, concrete pavers, grass, decorative rock, etc.), identification of all utility features (if possible), defined boundaries of all surface utilities larger than 2.5 feet in either direction (vaults, cabinets, etc.), building footprints (not envelopes), and complete pavement markings. **These requirements also apply to any areas where aerial mapping has been authorized.**
- **DTM Structure and Level of Detail.** The survey for the existing ground DTM shall include all gradebreaks modeled as breaklines within the survey limits including the following: breaklines that define the wings and backs of sidewalk ramps and driveways, the top and bottom of curb faces, lip of gutters, pavement edges, steps, top and toe of slopes, and flowlines. All breaklines shall be measured at minimum 50 foot intervals. In areas with very little slope tighter intervals may be necessary. The DTM shall also include spot elevations to determine all high and low points, and sufficient spot elevations to define relatively flat areas measured at minimum 50 foot grid intervals. In areas with very little slope tighter intervals may be necessary. No data shall be visible outside the surveyed area, including "voids" within buildings or large structure where no survey measurements were obtained. This can be accomplished using interior and exterior surface boundaries within Civil 3D. The DTM shall be presented as a single Civil 3D surface object, even if there are separated survey areas, so only a single existing ground DTM has to be referenced by the design engineer. This can be accomplished using hide and show boundaries within Civil 3D. **These requirements also apply to any areas where aerial mapping has been authorized.**
- **Remote Mapping.** All data captured through LiDAR scanning, photogrammetric drone mapping, and when authorized, manned aerial mapping is to be completely combined with all field survey data. Separate files containing data from different collection methods will not be accepted.
- **Deliverables:** The topographic survey files shall be incorporated into the all Design submittals and include: (1) A CAD file containing the survey planimetrics (2D linework and symbology); (2) A CAD file containing the existing ground DTM represented as a single Civil 3D surface; (3) all field raw data files, field notes, field survey points, raw aerial mapping CAD files, LiDAR point clouds, photogrammetric drone image files, and all ground control data used for any remote (aerial, LiDAR, drone) mapping methods. These files are to be prepared under the supervision of the project's Professional Land Surveyor unless prepared by a third-party remote mapping vendor.

102.1.4 Utility Survey

- General. The project may require supplemental utility surveying requested by the design engineer. These surveys shall be based on the project control survey and shall meet the standard accuracy for topographic surveying per 102.1.3 of this document.
- Sanitary Sewer and Storm Drain. In addition to the surface features obtained for the topographic survey, measurements made through surface access points may be necessary to model the underground piping and structures for both sanitary sewer and storm drain systems (sometimes referred to as “dips” or “inverts”). All efforts shall be made to locate these facilities as accurately as possible both vertically and horizontally. This includes accounting for cover offsets on eccentric cylindrical manhole structures. Pipes should not be connected from center of cover to center of cover if the center of cover does not represent the center of the manhole. In the case of non-cylindrical (box-shaped) structures and very large pipes or RCB’s where directly measuring the pipes are not possible, interior structure scanning will be provided by the City Surveyor whenever requested. **Failure to request this scanning does not excuse inaccurate data.**
- Gas and Water. The design engineer may request measurements to obtain the depths of the top of underground gas and water valve stems (nuts). This information is only valuable to ascertain the minimum depth of the associated piping at that one location. The City will leave the decision on whether to obtain these measurements to the design engineer.
- Utility Potholing and Designating. Any surveying required to locate reference marks placed for utility potholing or designating (AKA line locating or tracing) shall be performed by the primary project surveyor. Surveys performed directly by the potholing/designating contractor or a third-party survey firm will not be permitted.
- Overhead Utility Lines. The design engineer may request measurements to obtain the horizontal and vertical location of overhead utility lines. All efforts shall be made to locate these facilities as accurately as possible both horizontally and vertically. These measurements shall be obtained either using a total station equipped with a reflectorless EDM or by LiDAR scanning. Scanning for this purpose will be provided by the City Surveyor whenever requested.
- **Deliverables:** Prior to completion of the contract all survey data associated with these activities shall submitted to the City.

102.1.5 Legal Descriptions

- General. Any legal descriptions required for right-of-way and/or easement acquisitions (or any other property transactions) shall be prepared by the primary project surveyor.
- Format. All legal descriptions shall be formatted as recordable 8.5x11 documents. They shall be prepared as metes and bounds, strip, or other mathematical-type descriptions which allow for the calculation of an accurate and true area. Any existing roadway alignments, right-of-way lines, property lines or easement lines used within the legal description shall have been “surveyed” and incorporated within the project control survey. The legal descriptions shall not contain the purpose of the legal description (i.e., no mentions of right-of-way dedication, traffic signal easement, fire hydrant easement, etc.). They shall be sealed by a Professional Land Surveyor.
- **Deliverables:** All legal descriptions shall be submitted for review. PDF copies are acceptable as preliminary submittals, and hardcopies with original signatures will be requested upon approval. Include copies of any documents referenced in the legal description that predate what can be acquired through the County Assessor’s webpage with the initial submittal of any legal description. Surveyor shall prepare up to five (5) legal descriptions and exhibits for deed purposes.

102.1.6 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, easements, and license agreements and proposed rights-of-way and easements. 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 up to eighteen (18) 8 1/2" 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 AEP's to be acquired. A summary of proposed right of way and easement acquisition will be provided by the Consultant in Microsoft Excel 2016 format in the format provided by the City Representative. After 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, existing easements, and License Agreements. 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. This task was completed under the previous contract.
- 102.2.4** 70% Submittal. Consultant shall continue development of exhibits, outlined in 102.2.3, with an appropriate scale that shall show all needed right-of-way, easements, License Agreements, AEP's, etc. at the 70% design level. The consultant will add any existing or new License Agreements along the project corridor to the exhibits outlined in 102.2.3. The Consultant shall provide legal descriptions and AEP exhibits as needed for all right-of-way and easements, etc. that are required as outlined in 102.1.5 and 102.2.1. 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.

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 Not Used

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 utilities, 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.
- Utility potholing services 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 Not used

102.6 Not used

102.7 Not used

102.8 Not used

103 70% DESIGN PHASE

103.1 70% Design Phase Submittal

103.1.1 Drainage Memorandum – The Consultant shall perform a hydraulic analysis of the proposed street cross sections to verify the design storm event will not flood adjacent structures and that the storm water can safely be conveyed to storm water collection systems/pathways. The City will provide the hydraulic data to the Consultant.

- **Deliverables:** Submit two (2) copies of the Drainage Memorandum to the City with the Deliverables in Task 103.1.5.

103.1.2 70% Design Phase Plans – This submittal will include further refinement of the 30% Design Phase Submittal and response to comments. Plans shall be identified with the level of design with Engineer’s seal in accordance with NRS 625. The 70% plans shall include, but not limited to, the following:

- 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

- Horizontal Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
- Typical Cross Section Sheets
- Removal Plans
- Roadway Plan and Profiles
- Grading details
- Construction Details
- Existing Utility Location Plan (SUE Plans)
- Utility Relocation Plans and Details
- Traffic Signing and Marking Plans
- Signing and Marking Details
- Traffic Lighting and ITS Plans
- Traffic Signal and RRFB Plans, including existing traffic signal infrastructure
- Traffic Signal Details
- Special Details as required for the Project
- Landscape and Irrigation Plans and Details
- Design Exception Memorandum
- DTM Earthwork cross-sections plotted at 50 foot intervals and/or grade breaks with cut and fill quantities (included as a stand-alone exhibit to the submittal)
- **Deliverables:** Submit five (5) copies of the half scale plans (11" X 17") and all associated electronic files to the City: Submit to RTC per agency requirements; Submit copies of 70% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

103.1.3 70% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant.

- **Deliverables:** Submit the 70% cost estimate by funding source to the City in electronic format (excel spreadsheet, pdf format will not be accepted); Submit the 70% cost estimate to RTC per agency requirements.

103.1.4 ADA/PROWAG Design Memorandum – Consultant shall design the project to conform to PROWAG. If there are limitations triggered by existing infrastructure and PROWAG cannot be implemented, a summary for each location with a written description of the situation, photos, plans, and any other pertinent back up shall be provided for city files explaining the details and rationale for the final design. This only applies when PROWAG cannot be met. Where there are existing features within the project limits that are to remain in place, the consultant shall review and report on the conformance with PROWAG requirements. The report will state that the features are compliant or, in cases where they are not, a written description of the situation, photos, plans, and any other pertinent back up shall be provided.

- **Deliverables:** Submit the ADA/PROWAG Design Memorandum to the City in electronic format (PDF).

103.1.5 Quality Control/Quality Assurance (QC/QA) Review to be performed as outlined in 100.6.

- **Deliverables:** Submit QC/QA certification letters. Submit quality assurance review set of plans and quantities of materials.

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.

104 90% DESIGN PHASE

104.1 90% Design Phase Submittal

104.1.1 Not used

104.1.2 90% Design Phase Plans – This submittal will include further refinement of the 70% plans 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 geotechnical 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.

- **Deliverables:** Submit five (5) copies of the half scale plans (11" X 17") and all associated electronic files to the City: Submit to RTC per agency requirements. Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

104.1.3 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant.

- **Deliverables:** Submit the 90% cost estimate by funding source to the City electronic format (excel spreadsheet, pdf format will not be accepted); Submit the 70% cost estimate to RTC per agency requirements.

104.1.4 90% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada. All items of construction shown on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

- **Deliverables:** Submit one (1) bound copy and all associated electronic files to the City: Submit to RTC per agency requirements.

104.1.5 ADA/PROWAG Design Memorandum – Consultant shall finalize the Design Memorandum prepared with the 70% plans and be responsible to keep this document current through construction completion with any changes that would impact the locations not designed to PROWAG.

- **Deliverables:** Submit the final ADA/PROWAG Design Memorandum to the City in electronic format (PDF).

104.1.6 Quality Control/Quality Assurance (QC/QA) Review to be performed as outlined in 100.6.

- **Deliverables:** Submit QC/QA certification letter. Submit quality assurance review set of plans, quantities of materials, and specifications.

104.2 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.

104.3 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.

104.4 Project Presentations - Consultant shall prepare for and make Project presentations to any organization or board, including preparation of graphics and backup information. Any required presentations will be paid for separately under Additional Services upon separate authorization by the City.

- **Deliverables:** Board attendance; backup materials; presentation materials.

104.5 Not used

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 (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 half scale plan 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 two (2) copies of the half scale plans, all associated electronic files, one (1) copy of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of structural calculations to the City; 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) 24" X 36" bond plan set and one (1) half scale plans stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format and electronic copies of all project documents; Submit one copy of the Final Plans to each of the Utility Companies as required.

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 Not used

106.4 Conformed Contract Documents

106.4.1 Subsequent to bid opening, the Consultant shall prepare and issue a conformed set of Contract Documents including 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 (2) copies of the half-scale plans, all associated electronic files, two (2) 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

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	N/A	Previous contract
70% DESIGN PHASE	150	Includes 21 day CLV review
90% DESIGN PHASE	120	Includes 21 day CLV review
100% DESIGN PHASE	90	Includes 21 day CLV review
BID PHASE	90	
CONSTRUCTION PHASE	270	
POST CONSTRUCTION PHASE	30	
TOTAL CALENDAR DAYS TO COMPLETE:	690	

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 Insert **\$488,255.00**. 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).

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 3.0**, 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	\$424,255.00	

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	\$ 32,415.00
101.2	Kick-Off Meeting and Progress Meetings (13)	\$ 14,430.00
101.3	Utility and Agency Coordination	\$ 30,780.00
101	Subtotal Hours	
101	Subtotal Fee	\$ 77,625.00
102	30% DESIGN PHASE	
102.1	Survey	\$ 12,840.00
102.2	Right-of-Way	\$ 22,710.00
102	Subtotal Hours	
102	Subtotal Fee	\$ 35,550.00
103	70% DESIGN PHASE	
103.1.1	Drainage Memorandum	\$ 6,120.00
103.1.2	70% Design Phase Plans	\$ 110,720.00
103.1.3	70% Design Phase Construction Cost Estimate	\$ 9,300.00
103.1.4	ADA/PROWAG Design Memorandum	\$ 2,250.00
103.1.5	Quality Control/Quality Assurance Review	\$ 10,560.00
103.2	70% Walk Through	\$ 2,580.00
103	Subtotal Hours	
103	Subtotal Fee	\$ 141,530.00
104	90% DESIGN PHASE	
104.1.2	90% Design Phase Plans	\$ 89,315.00
104.1.3	90% Design Phase Construction Cost Estimate	\$ 5,610.00
104.1.4	90% Design Phase Special Provisions	\$ 11,640.00
104.1.5	ADA/PROWAR Design Memorandum	\$ 660.00
104.1.6	Quality Control/Quality Assurance Review	\$ 8,640.00
104.2	90% Walk Through	\$ 2,580.00
104.3	Bidability and Construcability (B&C)	\$ 1,890.00
104	Subtotal Hours	
104	Subtotal Fee	\$ 120,335.00
105	100% DESIGN PHASE	
105.2	100% Pre-Final (Bond) Submittal	\$ 13,545.00
105.3	100% Final (Mylar) Submittal	\$ 9,480.00
105.4	100% Design Phase Construction Cost Estimate	\$ 5,610.00
105.6	100% Design Phase Special Provisions	\$ 5,520.00
105.7	Quality Control/Quality Assurance Review	\$ 5,040.00
105	Subtotal Hours	
105	Subtotal Fee	\$ 39,195.00
106	BID PHASE	
106.1	Pre-Bid Conference	\$ 1,080.00
106.2	Bid Requests and Responses	\$ 5,640.00
106.4	Conformed Drawings	\$ 3,300.00
106	Subtotal Hours	
106	Subtotal Fee	\$ 10,020.00
	Total Basic Services Hours	
	Total Basic Services Fee	\$ 424,255.00

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	\$64,000.00	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	\$130
Project Manager	\$110
Sr. Project Engineer (Technical Manager / QAQC)	\$110
Project Manager / Sr. Engineer	\$90
Sr. Designer	\$65
Technician / Designer / Engineer II	\$55
Engineer I	\$40
Engineering Intern	\$30
CAD Tech	\$45
Clerical	\$35
PLS	\$65
Survey Crew (2 Man)	\$75

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	
402.5.1	Additional Design Services	\$ 33,670.00
402.5.2	Additional Topographic Survey	\$ 8,400.00
402.5.3	Project Permits	\$ 4,680.00
402.5.4	Utility Potholing (10)	\$ 17,250.00
	Total Additional Services - Hours	
	Total Additional Services - Fee	\$ 64,000.00

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: Lyle Wilcox, 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** James Marrs

601.1.2 **CONSULTANT REPRESENTATIVE'S SUPERVISOR:** Matt Baird, P.E.

601.1.3 **PROJECT MANAGER:** James Marrs, P.E.

601.1.4 **RESPONSIBLE IN CHARGE PERSON:**

List name of individual Engineer as licensed: James Marrs, P.E.

601.1.5 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**

List Engineer license number: 15841

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:** Not Applicable

602.1.2 **ENVIRONMENTAL:** Not Applicable

602.1.3 **CIVIL ENGINEER:** Not Applicable

602.1.4 **STRUCTURAL ENGINEER:** Not Applicable

602.1.5 **MECHANICAL ENGINEER:** Not Applicable

602.1.6 **ELECTRICAL ENGINEER:** PK Electric, Michael Greene, P.E.

602.1.7 **LANDSCAPE DESIGN:** Not Applicable

602.1.8 **INDEPENDENT COST ESTIMATOR (NOT the Consultant):** Not Applicable

602.1.9 **GEOTECHNICAL ENGINEER:** Not Applicable

602.1.10 **LAND SURVEYOR:** Not Applicable

602.1.11 **POTHOLING:** KCI Technologies

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 Permit				\$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 Design 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	Sidability and Constructability (B&C)				\$0.00	\$0.00			
104.5	Final 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 (As-Built) 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

[illegible]

OTHER DIRECT EXPENSES (Prior approval and backup documentation required)

DESCRIPTION	RATE	QUANTITY	TOTAL
TOTAL			\$0.00

SUBCONSULTANTS (Backup documentatuiou with breakdwon required)

FIRM NAME	TOTAL
TOTAL	\$0.00

TOTAL AMOUNT INVOICED	\$0.00
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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: Atkins North America, Inc.	
Address: 2270 Corporate Circle, Suite 200	City / ST / Zip: Henderson, Nevada 89074
Telephone: 702-263-7275	EIN or DUNS :
Block 2: Description / Subject Matter of Contract	
Services for: Wyoming Ave – industrial Rd. to Las Vegas Blvd. – Final Design	Project Number: 220009-JH
Block 3: <u>Type of Business</u>	
☐ 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.	Atkins North America, Inc. is a wholly owned subsidiary of The Atkins North America Holdings Corporation. The Atkins North America Holdings Corporation is a wholly owned subsidiary of Atkins US Holdings, Inc. Atkins US Holdings, Inc. is a wholly owned subsidiary of SNC-Lavalin Group, Inc., (traded on the Toronto, Canada exchange). The Atkins North America Holdings Corporation and Atkins North America, Inc. do not own shares in SNC-Lavalin Group, Inc.	4030 West Boy Scout Boulevard, Ste. 700 Tampa, FL 33607	803-282-7275
2.			
3.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

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

Matthew S. Baird
Matthew S. Baird Name Vice President
06/29/2021
Date

Subscribed and sworn to before me this 29th day of

June, 2021
Becky Thoenes
Notary Public

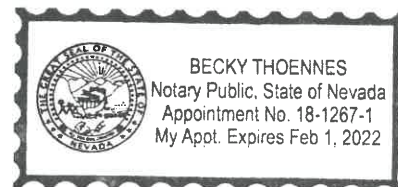


EXHIBIT H

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Name: Atkins North America, Inc.	
Address: 2270 Corporate Circle, Suite 200	City / ST / Zip: Henderson, Nevada 89074
Telephone: 702-263-7275	EIN or DUNS :
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Services for: Wyoming Ave – industrial Rd. to Las Vegas Blvd. – Final Design	Project Number: 220009-JH
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☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:	

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

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2.			
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Name of Attached Document: _____

Date of Attached Document: _____

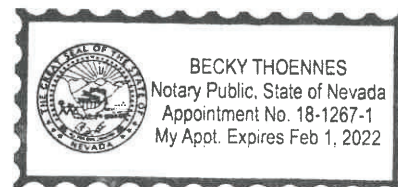
Number of Pages: _____

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

Matthew S. Baird
Matthew S. Baird Name Vice President
06/29/2021
Date

Subscribed and sworn to before me this 29th day of

June, 2021
Becky Thoenes
Notary Public





AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
12

DEPARTMENT: Finance

CONSENT

DIRECTOR: Venetta Appleyard

SUBJECT:

For possible action to approve award of Contract No. 220013-HM, Blanket Services Contract for On-Call Drainage Study Review Consulting Services - Department of Public Works - Award recommended to: HDR ENGINEERING, INC. (Not-to-Exceed \$125,000 Annually/Total Contract Amount Not-to-Exceed \$250,000 - Various Funds) - All Wards

FISCAL IMPACT:

Budget Funds Available

Amount: Not-to-Exceed \$125,000 Annually/Total Contract Amount Not-to-Exceed \$250,000

Funding Source: Various Funds

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This contract will provide professional consulting services in support of the City's land development/flood control review process on a task order basis for a one (1) year term with one (1) one-year renewal option. 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. HDR Engineering, 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. Contract No. 220013-HM
2. Certificate - Disclosure of Ownership and Principals

BLANKET SERVICES CONTRACT FOR ON-CALL DRAINAGE STUDY REVIEW CONSULTING SERVICES

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 **333 North Rancho Drive, Las Vegas, Nevada 89106**, and **HDR ENGINEERING, INC.**, (the "Consultant"), a Corporation Organized and existing under the laws of the State of Nebraska, whose address is **6750 Via Austi Parkway, Suite 350, Las Vegas 89119**.

W I T N E S S E T H:

WHEREAS, the City intends to construct VARIOUS PROJECTS RELATED TO THE CITY'S CAPITAL IMPROVEMENT PROGRAM (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Contract; and

WHEREAS, with respect to each Project, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below and in the exhibits attached hereto; and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Contract; and

WHEREAS, the parties hereto intend with the execution of this Contract to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.01) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof.

SECTION ONE CONSULTANT RESPONSIBILITIES

1.01 Description of Consultant's Services.

A. Definition. A "Project Task Order" refers to that document which sets forth the specific services to be provided by the Consultant in connection with a particular Project.

B. Issuance. If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting forth the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Contract.

C. Services. For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Contract. 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 thereto and incorporated therein as a part of this Contract and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached thereto and incorporated therein as a part of this Contract and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached thereto.

1.02 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.

1.03 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.

1.04 Waiver. The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this 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.

1.05 Designation of Consultant's Representative. The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Contract. The services specified by this Contract and each Project Task Order shall be performed by the personnel identified in the Key Personnel List and by the personnel identified in each Project Task Order 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 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 10.03 of this Contract.

1.06 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.

1.07 Cooperation with the City. The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this 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.

1.08 Responsibility for Construction Document Revisions.

A. Applicability. The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

B. Responsibility for Revisions. The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the 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 3.02.

SECTION TWO CITY RESPONSIBILITIES

2.01 City Representative. The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this 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 1.01 through 10.24 of this Contract.

2.02 Review of Consultant's Services and Documents. The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

2.03 Access to Records. The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this 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.

2.04 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.

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

3.01 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.

3.02 Adjustment of Compensation. If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this 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 10.20B and 10.20C 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.

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 Additional Services. The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Contract.

4.02 Attendance at Meetings or Public Hearings. The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Contract.

SECTION FIVE SUBCONSULTANT CONTRACT

5.01 Subconsultant Provisions. If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters into a 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

(i) the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) the subconsultant shall have no more rights against the City than that of the Consultant,

(iii) the subconsultant agrees to be bound by the terms, conditions and obligation of this Contract unless the City has approved any deviation, change or modification in writing, and

(iv) unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Contract.

SECTION SIX TERM OF CONTRACT

6.01 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 for **ONE YEAR** unless terminated earlier pursuant to Section 10.02 or 10.03 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.

6.02 Task Orders. Task Orders executed during the term of this Contract shall remain in force under the terms of this Contract until the responsibilities for each Task Order are completed, even if this Contract is no longer in effect.

6.03 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.

6.04 Renewals. The City may, at its sole option, extend the term of this Contract for up to **ONE (1) ONE-YEAR RENEWAL PERIOD** beyond the initial term in 6.01. The City shall provide written notice to the Consultant of such extension, and the Consultant may not assume an automatic renewal. Exercise of a renewal option does not commit the City to exercise further options. Renewal option periods shall be executed under the same terms as this Contract unless the parties agree otherwise. Upon the exercise of a renewal option, the Total Not to Exceed Fee shall renew for the same amount as this Contract and expire any unused Not to Exceed Fee from the previous contract or renewal option.

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 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 7.02 plus City approved reimbursable expenses identified in Section 7.04. 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 7.05 of this Contract.

7.02 Multiplier. Exhibit D, Article 401.1 provides the multiplier is established for this contract. The multiplier includes costs associated with, but not be limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.04 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.01.

7.03 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.

7.04 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.

7.05 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, Article 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 10.20A of this Contract.

7.06 Right to Off-Set. The City Representative may subtractor offset from any unpaid invoice from the Consultant any claims, which the City may incurred have 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.

7.07 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.

SECTION EIGHT PERFORMANCE SCHEDULE

8.01 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.

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 Records. The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this 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.

9.02 Disclosure. The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

9.03 Period of Maintenance. The books, records and other documents under Sections 9.01 and 9.02 of this 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.

9.04 Subcontract Provisions. The Consultant agrees to include Sections 9.01 through 9.03 of this Contract in all its subcontracts directly related to performance of services specified in this Contract which are in excess of \$10,000.

SECTION TEN MISCELLANEOUS PROVISIONS

10.01 Suspension. The City may suspend, without cause, the performance by the Consultant under this 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.

10.02

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:

- (i) the Consultant was not a contributing cause for the suspension,
- (ii) the Consultant has not received an equitable adjustment under another provision of this Contract, and
- (iii) the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

10.03 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.

10.04 Termination for Cause or Other Resolution.

A. Default. The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Contract, the Consultant

- (i) defaults in the due observance and performance of any term, condition or covenant contained in this Contract,
- (ii) (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,
- (iii) allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or
- (iv) fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Contract,

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

B. City's Rights. Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

- (i) terminate this 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,
- (ii) 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
- (iii) continue with performance by the Consultant 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 (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.

10.05 Ownership of Documents.

A. Architectural Works. 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 10.04, 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 agreement 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.

B. Delivery of Documents.

(i) 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.

(ii) 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.

C. 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.

D. Contractual Rights. Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this 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.

10.06 Insurance. The Consultant shall procure and maintain, at its own expense, during the entire term of this Contract, the following insurances:

A. Worker's Compensation Insurance. This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. Commercial General Liability Insurance. This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Contract from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of \$1,000,000 combined single limit for the period of time covered by this Contract. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial general liability policy will be the sole responsibility of the Consultant and may not exceed \$100,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

C. Commercial Automobile Liability Insurance. This insurance shall protect the Consultant from claims of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial automobile liability policy will be the sole responsibility of the Consultant and may not exceed \$100,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

D. Professional Liability Insurance (Errors and Omissions Coverage). This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Contract. Any deductible or self-insured retention under the professional liability insurance policy will be the sole responsibility of the Consultant and may not exceed \$100,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

E. Cancellation or Modification of Coverage. The Consultant's Commercial General Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Contract, and with respect to its Commercial General Liability Policy, to waive subrogation against the City, its officers employees and agents. The policies shall provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

F. Certificates and Endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Contract and renewal certificates not less than 30 days prior to the expiration date of any policy.

G. Period of Coverage. If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this 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 10.05 for the duration of this Contract. Claims made insurance (Professional Liability-10.05 D) 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.

H. Certificates of Insurance.

- (i) 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 its designated certificate tracking service if so requested.

- (ii) 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".

The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and the Consultant to the coverage, limits, and termination provisions shown thereon.

10.07 Indemnity.

A. Claims Not Based Upon or Arising out of Professional Services. Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnitees"), 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 Indemnitees 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.

B. Claims Based Upon or Arising out of Professional Services. Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnitees, 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 10.06, "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.

10.08 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.

10.09 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.

10.10 Consultant Warranties. The Consultant hereby represents and warrants that

(i) it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this 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,

(ii) 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,

(iii) its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Contract, and

(iv) it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

10.11 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.

10.12 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.

10.13 Applicable Law. This Contract shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.14 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.

10.15 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.

10.16 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.

10.17 Confidentiality. The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

10.18 Site Inspection. The Consultant represents that, prior to executing each Project Task Order, 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.

10.19 Modification. All modification, amendments, and change orders to this Contract are null and void unless reduced in writing and signed by the parties hereto.

10.20 Notice. Any written notice required to be given under Sections 1.01 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.

10.21 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 contract 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.

10.22 Claim or Dispute Resolution.

A. Notice of Claim or Dispute. For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.20C 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 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Contract.

B. Resolution by Management. The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual contract 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.

C. Resolution by Mediation. Upon receipt of the request to mediate authorized pursuant to Section 10.03B or Section 10.20B, the City and the Consultant shall come to an contract 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.

D. 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.

10.23 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.

- 10.24** **Calendar Day.** All references in this Contract to days are to calendar days unless otherwise indicated.
- 10.25** **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.
- 10.23** **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.
- 10.24** **Contract Version.** This document reflects the current standard provisions for the City's Professional Services Contract updated as of December 2018.

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

CITY OF LAS VEGAS

CONSULTANT

By _____
Tonya Kemble, Manager, Purchasing & Contracts

By _____
Craig Smart, P.E., HDR ENGINEERING, INC

ATTEST

LuAnn D. Holmes, MMC
City Clerk

Date

APPROVED AS TO FORM

John S. Ridilla 7/19/21
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS

Any conflicts between the proceeding Contract and the following Exhibits shall be governed by the Contract.

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 ” CERTIFICATE OF DISCLOSURE

EXHIBIT “ H ” PROJECT TASK ORDER

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

- 100.1** The Scope of Services for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".
- 100.2** 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.
- 100.3** The Scope of Services included in each Project Task Order may include any professional services that the Consultant is capable of providing in support of the City's Capital Improvement Program including, but not limited to, the following services:
Drainage Study Review Consulting Services.
- 100.4** The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all sub-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.
- 100.5** Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.
- 100.6** Project Management Software. Upon City request, Consultant shall utilize the City's online project management 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.
- 100.6.1** The City shall provide:
- 100.6.1.1** 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.
- 100.6.1.2** The cost of any software licenses required by the MasterWorks software manufacturer or distributor.
- 100.6.1.3** User accounts for Consultant's access to the MasterWorks software.
- 100.6.2** The Consultant shall provide:
- 100.6.2.1** Training of Consultant personnel required to utilize the MasterWorks software, except as provided by the City above.
- 100.6.2.2** Information using the forms, screen views, and information fields provided in the software and training materials.
- 100.6.2.3** Electronic notification in the MasterWorks software of any submittals that cannot be transmitted electronically, such as material samples.
- 100.6.2.4** Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
- 100.6.2.5** 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.
- 100.6.2.6** Frequent monitoring of the MasterWorks software.
- 100.6.3** 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.
- 100.7** Photos. The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of the Task Order. Photographs of the Project taken by the Consultant after final Consultant payment for the Task Order will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

- 200.1** The Required Submittals for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".
- 200.2** Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, land acquisitions, right of way dedications, easements, utility and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.
- 200.3** All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.
- 200.4** 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.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: GENERAL

300.1 CONTRACT TERM AND RENEWALS. SECTION 6 – TERM OF THE CONTRACT delineates the term of the contract and any renewal options, if applicable.

300.1 TASK ORDER. The Performance Schedule for each executed Project Task Order shall be as stated in the Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: GENERAL

- 400.1** The Fee Breakdown for this Contract shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".
- 400.2** The total Blanket Contract maximum not-to-exceed fee for all of the Project Task Orders is **\$125,000.00.**

ARTICLE 401:

- 401.1** The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Article 500), times a **multiplier of 3.0**, 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 per individual task orders. 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.
- 401.2** Payments made under this contract will be in accordance with Section Seven - Compensation and Terms of Payment.
- 401.3** The City Representative shall have the authority to make such work scope adjustments to the line items within the task orders 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 and (2) the Total Not to Exceed Cost for the contract/task order are not exceeded.

END OF EXHIBIT "D"

EXHIBIT "E"

COMPENSATION

ARTICLE 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	\$75.00
Project Manager	\$60.00
Engineer	\$48.00
Construction Manager	N/A
Construction Coordinator	N/A
Senior Inspector	N/A
Inspector	N/A
CADD Technician	N/A
Document Administrator	\$30.00
Scheduler	N/A

* Hourly rates represent straight-time salary. Rates may be adjusted for city-approved overtime

ARTICLE 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	NOT-TO-EXCEED FEE
None authorized or anticipated as of the date of this Contract.			\$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.

ARTICLE 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

ARTICLE 600: CITY PERSONNEL

- 600.1** CITY REPRESENTATIVE for this Blanket Contract: Oh-Sang Kwon, P.E.
600.2 CITY REPRESENTATIVE'S SUPERVISOR: Jeremy P. Leavitt, P.E.
600.3 CITY REPRESENTATIVE for each subsequent Project Task Order: As stated in each Project Task Order.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

- 601.1** Unless stated otherwise in the Project Task Order, the following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes or additions require City approval.

- 601.1.1** CONSULTANT REPRESENTATIVE: Shou-Ching Hsu, P.E.
601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Craig Smart, P.E.

601.1.3 RESPONSIBLE IN CHARGE PERSON

List name of individual Engineer as licensed: Craig Smart, P.E.

601.1.4 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER

List Engineer license number: NV 14579

- 601.1.5** PROJECT MANAGER: Shou-Ching Hsu, P.E.

- 601.1.6** TECHNICIAN/CADD: N/A

- 601.1.7** CLERICAL: Jaymee Miller

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

- 602.1** Unless stated otherwise in the Project Task Order, 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 None. All work to be performed by Consultant employees.

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE OF DISCLOSURE

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: <u>Contracting Entity</u>	Block 2: <u>Description / Subject Matter of Contract</u>
Name: HDR Engineering, Inc.	Services for: Drainage Study Review Consulting Services Project Number: CLV Contract No. 200019-JL
Address: 6750 Via Austi Pkwy, Ste 350, Las Vegas, NV 89119	
Telephone: (702) 938-6000	
EIN or DUNS : 47-0680568	

Block 3: <u>Type of Business</u>
☐ 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 document		
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: _____

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: Disclosure of Ownership

Date of Attached Document: 2-20-21

Number of Pages: 23

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.



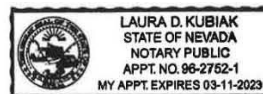
March 23, 2021

Date

Subscribed and sworn to before me this 23rd day of

March, 2021





Disclosure of Ownership 2021

HDR Engineering, Inc. - Officers

Display Name	Officer Title	Location
Crockett, Timothy R.	Chief Operating Officer, President	Omaha
Graff, Neil A.	Executive Vice President	Austin
LeCureux, David F.	Executive Vice President	Omaha
McAneny, Douglas J.	Executive Vice President	Washington
Meysenburg, Galen J.	Executive Vice President	Omaha
Roden, Laurie L.	Executive Vice President	Phoenix
Shoemaker, Darryl J.	Executive Vice President	Vancouver
Wignall, Douglas S.	Executive Vice President	Omaha
Alsina, Paul M.	Senior Vice President	Dallas
Arseneau, Bernard J.	Senior Vice President	Minneapolis
Balchunas, Brian M.	Senior Vice President	Fulton
Barnhart, William E.	Senior Vice President	Billings
Batenhorst, Ralph A.	Senior Vice President	Omaha
Beduhn, Robert J.	Senior Vice President	Omaha
Bekka, Khalid	Senior Vice President	Omaha
Berman, Robert S.	Senior Vice President	Bellevue
Bland, Tommy T.	Senior Vice President	San Antonio
Blank, Jeffrey C.	Senior Vice President	Portland
Boling, Robert M.	Senior Vice President	Folsom
Brauer, Rod G.	Senior Vice President	Englewood
Bruce, Dennis W.	Senior Vice President	Corner Brook
Carnaggio, Sam S.	Senior Vice President	Ellicott City
Catron, Heather J.	Senior Vice President	Portland
Charalambous, Yiannoulla	Senior Vice President	New York
Chiglo, Jay L.	Senior Vice President	Dallas
Christopher, Stanley A.	Senior Vice President	Kansas City
Clark, Angela M.	Senior Vice President	Madison

Display Name	Officer Title	Location
Clark, David L.	Senior Vice President	Boise
Coleman, James M.	Senior Vice President	Sioux Falls
Cook, JaNell	Senior Vice President	Walnut Creek
Crall, Michael P.	Senior Vice President	Pittsburgh
Dalton, Mark R.	Senior Vice President	Anchorage
DeCesare, Douglas T.	Senior Vice President	Denver
Delange, Kevin	Senior Vice President	Mahwah
Donnelly, Thomas A.	Senior Vice President	New York
Douglas, Jeffrey S.	Senior Vice President	Raleigh
Drimmel, Joseph E.	Senior Vice President	Kansas City
Edelen, Benedict R.	Senior Vice President	Lexington
Ellmers, Glen E.	Senior Vice President	Raleigh
English, Quint R.	Senior Vice President	Omaha
Fanselau, Jason R.	Senior Vice President	Folsom
Ferrell, Stephen J.	Senior Vice President	Orlando
Field, Kip D.	Senior Vice President	Irvine
Frederiksen, Lee E.	Senior Vice President	Folsom
Frissora, Joseph	Senior Vice President	Mahwah
Frommer, Jennifer A.	Senior Vice President	Columbus
Gadzinski, Norman	Senior Vice President	Cleveland
Gapinski, Duane P.	Senior Vice President	Englewood
Gilleran, Amy A.	Senior Vice President	San Francisco
Gouveia, Anthony	Senior Vice President	Boston
Hales, Charlie A.	Senior Vice President	Vancouver
Han, Jeffrey	Senior Vice President	Virginia Beach
Henderson, Jonathan R.	Senior Vice President	Raleigh
Hentz, Lawrence H.	Senior Vice President	Fulton
Hereim, Scott A.	Senior Vice President	Billings
Hickox, Patrick P.	Senior Vice President	Mobile
Hill, Steven R.	Senior Vice President	Omaha

Display Name	Officer Title	Location
Hise, Wallace	Senior Vice President	Salt Lake City
Hoppy, Brian K.	Senior Vice President	Wynnewood
Horkan, Thomas E.	Senior Vice President	Seattle
Hunt, Jennifer E.	Senior Vice President	Tampa
Hunter, Craig J.	Senior Vice President	Omaha
Jackson, Douglas P.	Senior Vice President	Minneapolis
Jensen, Brent W.	Senior Vice President	Salt Lake City
Johnson, Bradford L.	Senior Vice President	Salt Lake City
Johnson, Erik B.	Senior Vice President	Irvine
Johnson, Michael W.	Senior Vice President	Minneapolis
Kaatz, Kelly J.	Senior Vice President	Austin
Kalisiak, Kip C.	Senior Vice President	Raleigh
Kennedy, Holly L.	Senior Vice President	Folsom
Keyes, Steven A.	Senior Vice President	Austin
Khoury, Eli R.	Senior Vice President	New York
Kim, Thomas T.	Senior Vice President	Irvine
Kinard, David A.	Senior Vice President	Charleston
Kramer, David C.	Senior Vice President	Omaha
Labonte, Julie L.	Senior Vice President	San Francisco
Laccinole, Matthew B.	Senior Vice President	Bellevue
LaTuso, Christopher	Senior Vice President	New York
Lauderdale, Chance V.	Senior Vice President	Tampa
Lauzier, Andre E.	Senior Vice President	Sarasota
Lewis, Harold E.	Senior Vice President	Jacksonville
Luttrell, Edwin C.	Senior Vice President	Charlotte
Lynch, James M.	Senior Vice President	Sacramento
Martin, Brad B.	Senior Vice President	Denver

Display Name	Officer Title	Location
Massengill, Jeffrey B.	Senior Vice President	Corpus Christi
McLaren, Mark	Senior Vice President	Phoenix
McLaughlin, Thomas C.	Senior Vice President	White Plains
M'Coy, William S.	Senior Vice President	Virginia Beach
McWaters, Kent L.	Senior Vice President	Tallahassee
Minassian, Vatche R.	Senior Vice President	White Plains
Mosteller, Lewis K.	Senior Vice President	Charlotte
Moyano, David Charles	Senior Vice President	Vancouver
Muench, Brian P.	Senior Vice President	Minneapolis
Nagle, Jay C.	Senior Vice President	Orlando
Neethling, Johannes B.	Senior Vice President	Folsom
Neil, Jason E.	Senior Vice President	Folsom
Nidam, Susan R.	Senior Vice President	Dallas
Ohlsen, Ronald G.	Senior Vice President	Bellevue
Olsen, Kent A.	Senior Vice President	Sacramento
Olson, Craig (Omaha) R.	Senior Vice President	Omaha
Pannell, Richard R.	Senior Vice President	Vienna
Peduzzi, Bill R.	Senior Vice President	Pittsburgh
Pilgrim, Richard D.	Senior Vice President	Denver
Reiter, Jared C.	Senior Vice President	Charlotte
Rella, Robert J.	Senior Vice President	Charlotte
Sanders, Thomas M.	Senior Vice President	Omaha
Scales, John C.	Senior Vice President	Arlington
Scholl, Colleen M.	Senior Vice President	Madison
Schwarz, Joseph H.	Senior Vice President	Colorado Springs
Sharp, William H.	Senior Vice President	Omaha

Display Name	Officer Title	Location
Sisco, Lee P.	Senior Vice President	Charlotte
Skinner, Christine E.	Senior Vice President	Bellevue
Skinner, David R.	Senior Vice President	Bellevue
Soto, Leticia	Senior Vice President	Springfield
Sova, Ronald J.	Senior Vice President	Omaha
Steinert, John P.	Senior Vice President	Ann Arbor
Stonehouse, Gregory J.	Senior Vice President	Minneapolis
Tondl, Matthew B.	Senior Vice President	Omaha
Tso, Sam W.	Senior Vice President	Las Vegas
Tuck, Lisa M.	Senior Vice President	Salt Lake City
Tugman, Michael F.	Senior Vice President	Virginia Beach
Waldron, Thomas R.	Senior Vice President	Newark
Wenger, Jason S.	Senior Vice President	Denver
White, Stephanie L.	Senior Vice President	Denver
Whitley, Stephen R.	Senior Vice President	Raleigh
Williams, Bradley C.	Senior Vice President	Mahwah
Williams, Stanley T.	Senior Vice President	Austin
Wittmann, Michaela W.	Senior Vice President	Omaha
Wright, Kenneth J.	Senior Vice President	Virginia Beach
Yadlosky, John M.	Senior Vice President	Pittsburgh
Young, Patrick R.	Senior Vice President	Kansas City
Young, Thomas W.	Senior Vice President	Houston
Balter, Eugene N.	Senior Vice President - PT	Frankfort
Earle, Marcia H.	Senior Vice President - PT	New York
Ettlich, Bill F.	Senior Vice President - PT	Folsom
Hagood, William B.	Senior Vice President - PT	Dallas
Low, Larry D.	Senior Vice President - PT	Tampa

Display Name	Officer Title	Location
Placilla, Mel J.	Senior Vice President - PT	Glen Allen
Reardon, David J.	Senior Vice President - PT	Folsom
Williams, Robert B.	Senior Vice President - PT	Folsom
Adams, Kelly L.	Vice President	Honolulu
Adams-Weber, Jessica J.	Vice President	Kansas City
Adkins, Genesee C.	Vice President	Seattle
Anderson, Robert L.	Vice President	Lexington
Arce, Alfredo F.	Vice President	San Antonio
Atoulikian, Richard G.	Vice President	Cleveland
Bacsikin, Ronald S.	Vice President	Riverside
Bakke, Brian M.	Vice President	Des Moines
Barnett, Elena R.	Vice President	New York
Barton, Michael J.	Vice President	Tucson
Bathurst, Lucas A.	Vice President	Fort Worth
Bennett, Timothy R.	Vice President	Omaha
Berggren, Eric G.	Vice President	Omaha
Bergschneider, Kevin H.	Vice President	Denver
Biglen, Douglas K.	Vice President	Dallas
Billman, Daniel W.	Vice President	Anchorage
Bintrim, James W.	Vice President	Pittsburgh
Bird, Brian D.	Vice President	Ann Arbor
Birkelbach, Ronald L.	Vice President	Pittsburgh
Bisson, Doug J.	Vice President	Omaha
Blanchard, Brian A.	Vice President	Tallahassee
Bloom-Crook, Donna R.	Vice President	Irvine
Borenstein, Mark D.	Vice President	Round Rock
Bott, Paul R.	Vice President	Bellevue
Bougdanos, Gene L.	Vice President	Los Angeles
Brakenhoff, Peter J.	Vice President	Albuquerque
Bratovich, Paul M.	Vice President	Folsom

Display Name	Officer Title	Location
Breitinger, James M.	Vice President	Columbus
Brewer, Brianna L.	Vice President	Sacramento
Brigham, James W.	Vice President	Ann Arbor
Bromley, Patrick G.	Vice President	Ann Arbor
Brown, Christopher D.	Vice President	Portland
Brown, Christopher H.	Vice President	Raleigh
Brown, Jerome W.	Vice President	Arlington
Bunner, Matthew A.	Vice President	Pittsburgh
Buttenob, John M.	Vice President	Kansas City
Canjura, Nelson E.	Vice President	Tampa
Cantwell, Joel R.	Vice President	Dallas
Carnahan, James D.	Vice President	Pittsburgh
Chapman, Matt M.	Vice President	Honolulu
Chin, Allen E.	Vice President	Honolulu
Christensen, James J.	Vice President	Phoenix
Cobb, Samuel D.	Vice President	Pensacola
Colwell, Bud B.	Vice President	Corpus Christi
Connors, Thomas M.	Vice President	Mahwah
Conti, Arthur J.	Vice President	Irvine
Cook, Matthew J.	Vice President	Denver
Cowan, Timothy P.	Vice President	Plymouth Meeting
Creamer, Karen M.	Vice President	Round Rock
Culbertson, George M.	Vice President	Olympia
Culligan, David W.	Vice President	Syracuse
Dadamo, Peter C.	Vice President	Vienna
Dammarell, Amy S.	Vice President	Portland

Display Name	Officer Title	Location
Davis, Chad R.	Vice President	Pittsburgh
Davis, Peter J.	Vice President	Newark
Dehn, Bill W.	Vice President	Los Angeles
Dickerson, Nathan P.	Vice President	Omaha
Dolson, Gretchen L.	Vice President	Lincoln
Domalik, Daniel E.	Vice President	Pittsburgh
Dortch, Stephen W.	Vice President	Tampa
Douglas, James G.	Vice President	Irvine
Drahota, Steven M.	Vice President	Portland
Duben, Mark A.	Vice President	Des Moines
Dunn, David D.	Vice President	Brentwood
Duschang, John H.	Vice President	Mahwah
Duty, Katie E.	Vice President	Tampa
Dwyer, Blaine N.	Vice President	Denver
Eaton, Roger A.	Vice President	Pittsburgh
Edwards, Allison M.	Vice President	Denver
Eichlin, Norma L.	Vice President	Trenton
Eldridge, Katherine W.	Vice President	Boise
Ellwein, Tracy L.	Vice President	Portland
Engel, John J.	Vice President	Omaha
Engelbert, Patrick J.	Vice President	Omaha
Erickson, Bryan R.	Vice President	San Antonio
Erickson, Timothy D.	Vice President	Billings
Estes, Michael A.	Vice President	Glen Allen
Everson, Tony W.	Vice President	Denver
Ferguson, Keith A.	Vice President	Denver
Ferguson, Matthew W.	Vice President	Omaha

Display Name	Officer Title	Location
Ferland, Lance M.	Vice President	Dallas
Ferrier, Paul A.	Vice President	Bellevue
Fish, Timothy J.	Vice President	Charlotte
Forest, Mark E.	Vice President	Reno
Fowler, Melanie E.	Vice President	Tampa
Friedman, Steven A.	Vice President	Irvine
Froscheiser, Keith A.	Vice President	Omaha
Fryklind, Karl J.	Vice President	Omaha
Gaetz, Alan L.	Vice President	Billings
Gallagher, Timothy J.	Vice President	Anchorage
Garcia, Fernando A.	Vice President	Irvine
Garrod, Justin S.	Vice President	Bellevue
Gesell, Greg H.	Vice President	Omaha
Gibson, James B.	Vice President	Syracuse
Glover, Jeffrey B.	Vice President	Denver
Gonzalez, Janet R.	Vice President	Chicago
Gough, Matthew S.	Vice President	Fort Collins
Gould, Thomas E.	Vice President	Bellevue
Graber, Daniel J.	Vice President	Sioux Falls
Grady, David R.	Vice President	Charlotte
Grauman, John A.	Vice President	Billings
Grenoble, Bruce A.	Vice President	Charlotte
Grimstad, James E.	Vice President	Billings
Gros, Stephane	Vice President	Washington
Gross, William	Vice President	Pittsburgh
Grubstein, Michael Y.	Vice President	San Diego
Gruver, Terry J.	Vice President	Phoenix
Gruwell, Nancy A.	Vice President	Omaha
Gunderson, Adrian A.	Vice President	Walnut Creek

Display Name	Officer Title	Location
Habben, Craig E.	Vice President	Pierre
Hadler, Edith M.	Vice President	Bellevue
Hager, Mark S.	Vice President	Riverside
Haid, Thomas C.	Vice President	Fulton
Haley, Henry P.	Vice President	Bellevue
Hall, Ryan Z.	Vice President	Boise
Hammer, Mark J.	Vice President	Folsom
Hans, Jeffrey P.	Vice President	Pittsburgh
Hansen, John M.	Vice President	Orlando
Harmon, Daniel J.	Vice President	Missoula
Harris, Jared R.	Vice President	Billings
Hartshorn, Kelly W.	Vice President	Phoenix
Hawley, William T.	Vice President	Anchorage
Hecht, James R.	Vice President	San Diego
Heffron, Tammy C.	Vice President	Denver
Hein, Thomas M.	Vice President	Rosemont
Herald, Edward J.	Vice President	Seattle
Hernandez, Cynthia	Vice President	San Antonio
Herrington, Lew R.	Vice President	Tampa
Hickey, Douglas D.	Vice President	St. Louis
Hill, Bart B.	Vice President	Rosemont
Hill, Jason L.	Vice President	Gig Harbor
Hino, Francis T.	Vice President	Honolulu
Hoff, Steven H.	Vice President	Sioux Falls
Hoffman, Robert W.	Vice President	Dallas
Holcomb, Donald R.	Vice President	Sarasota
Horton, Richard T.	Vice President	Omaha
Howie, Bruce J.	Vice President	White Plains
Hyland, Emily B.	Vice President	Minneapolis
Hyre, John B.	Vice President	Tampa

Display Name	Officer Title	Location
Imhoff, Cory M.	Vice President	Kansas City
Islam, Rashed T.	Vice President	Austin
Izzo, Vincent J.	Vice President	Helena
Jeffcoat, Stuart B.	Vice President	Atlanta
Johnson, Andrew D.	Vice President	Austin
Johnson, Lawrence P.	Vice President	Sacramento
Jong, Ken E.	Vice President	Walnut Creek
Joudrey, Cynthia L.	Vice President	Boston
Kalis, Michael P.	Vice President	Kansas City
Keane, Kevin D.	Vice President	Mahwah
Keller, Kevin K.	Vice President	Kansas City
Kellner, Robert E.	Vice President	Pensacola
Kempf, Gregory A.	Vice President	Raleigh
Kerr, Cadence C.	Vice President	Everett
Key, Dustin D.	Vice President	Denver
Khalil, Hussein H.	Vice President	Omaha
King, Stanley G.	Vice President	Brentwood
Kjenstad, Jason L.	Vice President	Sioux Falls
Klovsky, Robert	Vice President	Irvine
Knosby, Mary P.	Vice President	Charlotte
Koch, John E.	Vice President	Olympia
Koch, Timothy E.	Vice President	Omaha
Koenig, Kurt M.	Vice President	Raleigh
Kravitz, Barry S.	Vice President	Rosemont
Kurten, David E.	Vice President	Lawrenceville
Larson, Lisa M.	Vice President	Seattle
Leahey, Robert E.	Vice President	Austin
Leidy, Donald J.	Vice President	Denver
Leonard, Kevin J.	Vice President	Colorado Springs
Leshko, Brian J.	Vice President	Pittsburgh

Display Name	Officer Title	Location
Moses, Robert S.	Vice President	Newark
Murphy, Michael M.	Vice President	Mahwah
Murray, Michael R.	Vice President	Boise
Nero, Wendy L.	Vice President	Fort Collins
Nesbitt, Kaia M.	Vice President	Denver
Null, Roger D.	Vice President	Sacramento
Olson, Craig A.	Vice President	Folsom
Olson, Luke	Vice President	Minneapolis
Osier, Jon E.	Vice President	Billings
Paananen, Ronald J.	Vice President	Seattle
Pallari, Kimberly L.	Vice President	Folsom
Parvis, Patricia A.	Vice President	Mahwah
Paulino, Lara J.	Vice President	Los Angeles
Pearce, Samuel W.	Vice President	San Antonio
Pecha, Dan L.	Vice President	Bellevue
Pembroke, James P.	Vice President	Phoenix
Perkins, Ronald R.	Vice President	Folsom
Pietz, Kenny J.	Vice President	Columbia
Piner, Angela G.	Vice President	Minneapolis
Planck, Samuel M.	Vice President	Folsom
Pohlmann, Mark D.	Vice President	Council Bluffs
Porzillo, Patrick	Vice President	Washington
Potthast, Andrew J.	Vice President	St. Louis
Potthoff, Edward L.	Vice President	Albuquerque
Price, Kristina M.	Vice President	Jacksonville
Prossick, James F.	Vice President	Bellevue
Provance, James S.	Vice President	Paducah

Display Name	Officer Title	Location
Quernemoen, Keith M.	Vice President	Minneapolis
Quinn, Michael P.	Vice President	White Plains
Quinn, Thomas A.	Vice President	Tampa
Raibley, Timothy J.	Vice President	Folsom
Rand, Chris E.	Vice President	Kansas City
Ray, Brian G.	Vice President	Omaha
Reece, Lisa M.	Vice President	Riverside
Reed, Scott M.	Vice President	Minneapolis
Register II, Marlin A.	Vice President	Tampa
Reichelt, Kurt W.	Vice President	Portland
Render, Rayanne	Vice President	Omaha
Rennoldson, David C.	Vice President	Seattle
Richards, Neil R.	Vice President	Phoenix
Richardson, Lisa M.	Vice President	Omaha
Richardson, Robert D.	Vice President	Los Angeles
Roberts, Mark G.	Vice President	Jacksonville
Roether, Virginia M.	Vice President	Lexington
Rolle, Barry O.	Vice President	Kansas City
Roszbach, Phil E.	Vice President	Omaha
Roy, Santanu	Vice President	Orlando
Rustand, Scott A.	Vice President	Fort Worth
Ryon, Andrea L.	Vice President	Vienna
Sachsenmaier, Zachary J.	Vice President	Omaha
Sanghai, Vikrant S.	Vice President	Walnut Creek
Saunders, David K.	Vice President	Winston Salem
Schmedes, Richard W.	Vice President	Charlotte
Schneider, Nicholas L.	Vice President	Billings
Schnell, Steven J.	Vice President	Jacksonville

Display Name	Officer Title	Location
Schroeder, Jim K.	Vice President	Corpus Christi
Schroeder, Suzanna B.	Vice President	New York
Schulze, Dennis W.	Vice President	Fort Worth
Seits, Mark H.	Vice President	San Diego
Shelton, Thomas G.	Vice President	Dallas
Sherk, John E.	Vice President	Nashville
Sherwood, Michelle E.	Vice President	Minneapolis
Shingleton, Bethany R.	Vice President	Salt Lake City
Siebenaler, April S.	Vice President	Portland
Sigler, William B.	Vice President	Omaha
Slayton, Erin N.	Vice President	Columbia
Smith, Robert W.	Vice President	Pooler
Snyder, Kevin P.	Vice President	Denver
Soronson, Marc K.	Vice President	Phoenix
Soubra, Khaled S.	Vice President	Ann Arbor
Spain, Stephen D.	Vice President	Portland
Spargo, Ben W.	Vice President	Phoenix
Srb-Vampola, Kandi K.	Vice President	Omaha
Stanley, David J.	Vice President	Phoenix
Staud, Amy M.	Vice President	Charleston
Stober, John T.	Vice President	Columbia
Stoddard, Angie M.	Vice President	Houston
Stone, Matt T.	Vice President	Anchorage
Stratton, Richard G.	Vice President	Folsom
Suarez, Erki	Vice President	Miami Lakes
Suero, Guillermo J.	Vice President	Fort Lauderdale
Swindell, Brian A.	Vice President	Dallas
Tam, Helena L.	Vice President	New York

Display Name	Officer Title	Location
Tanner, Jon M.	Vice President	Dallas
Thomas, James A.	Vice President	Austin
Thomas, John C.	Vice President	Houston
Thompson, Marcella I.	Vice President	Omaha
Thornton, Richard B.	Vice President	Fort Collins
Thuman, Andrew J.	Vice President	Trenton
Tippey, Brent A.	Vice President	Lexington
To, Linc H.	Vice President	Walnut Creek
Todd, Thomas B.	Vice President	San Diego
Tomlinson, Kevin J.	Vice President	New York
Trotter, Brian H.	Vice President	Brentwood
Ubbelohde, Kurt	Vice President	Omaha
Van Ravenswaay, Brenda	Vice President	Orlando
Vaugh, Samuel K.	Vice President	Austin
Verver, Elaine E.	Vice President	Austin
Vozzolo, David J.	Vice President	Sarasota
Wajda, James E.	Vice President	Omaha
Walsh, Claudia A.	Vice President	Virginia Beach
Walsh, Margaret E.	Vice President	Chicago
Washer, Shawn P.	Vice President	Paducah
Werman, Roni	Vice President	New York
Wessels, Eric A.	Vice President	San Antonio
Weston, David C.	Vice President	Houston
Wiegert, Christine A.	Vice President	Minneapolis
Wiitanen, Mark A.	Vice President	Ann Arbor
Williams, Ann E.	Vice President	Omaha
Williams, George Eric	Vice President	Wilmington
Williges, Christopher R.	Vice President	San Francisco

Display Name	Officer Title	Location
Wimberly, John E.	Vice President	Pensacola
Wingert, Raymond A.	Vice President	Portland
Witt, Paul T.	Vice President	Anchorage
Wittberger, Alicia K.	Vice President	Vienna
Womack, Shane R.	Vice President	Chattanooga
Word, Justin A.	Vice President	Round Rock
Yosten, Andrew J.	Vice President	Omaha
Ziegler, Tyrus K.	Vice President	Charlotte
Zipf, Peter J.	Vice President	New York
Zuehls, Matthew G.	Vice President	Minneapolis
Carothers, Garson C.	Vice President - PT	Portland
Castro, Donald J.	Vice President - PT	Tampa
Collinsworth, Suanne O.	Vice President - PT	Vienna
Englert, Thomas L.	Vice President - PT	Mahwah
Grennan, Dennis E.	Vice President - PT	Omaha
Sikora, Mark J.	Vice President - PT	Charleston
Waldow, George M.	Vice President - PT	Minneapolis
Walker, Danny H.	Vice President - PT	Nashville
Acay, Nicolas M.	Associate Vice President	Austin
Adams, Bryan	Associate Vice President	Salt Lake City
Alsop, James R.	Associate Vice President	Charlotte
Andersen, Nichole M.	Associate Vice President	Omaha
Arms, Jeffrey B.	Associate Vice President	Orlando
Aurit, Scott A.	Associate Vice President	Omaha
Babcock, Chad E.	Associate Vice President	Kansas City
Baldwin, W.D. D.	Associate Vice President	Seattle
Bamert, Urs B.	Associate Vice President	New York
Barber, Andy A.	Associate Vice President	Louisville
Basrao, Pratibha	Associate Vice President	Folsom
Bauman, Jim M.	Associate Vice President	Ann Arbor
Bell, Lisa C.	Associate Vice President	Miami Lakes
Black, Daniel J.	Associate Vice President	Omaha

Display Name	Officer Title	Location
Blascovich, Sara J.	Associate Vice President	Mechanicsburg
Boley, Ryan P.	Associate Vice President	San Diego
Bott, James W.	Associate Vice President	Anchorage
Bresette, Aaron J.	Associate Vice President	Kansas City
Brunner, Robert V.	Associate Vice President	White Plains
Buchanan, Brian D.	Associate Vice President	San Antonio
Burfeind, Scott C.	Associate Vice President	Minneapolis
Burles, Holly G.	Associate Vice President	Walnut Creek
Butterfield, Michael C.	Associate Vice President	Cedar Rapids
Caldwell, Jarvis A.	Associate Vice President	Sacramento
Caprara, Craig T.	Associate Vice President	Missoula
Casey, David C.	Associate Vice President	Anchorage
Celik, Jennie S.	Associate Vice President	Cleveland
Chandler, Jonathan R.	Associate Vice President	Englewood
Chilingaryan, Vartan	Associate Vice President	Los Angeles
Cochran, Matthew D.	Associate Vice President	Springfield
Collins, Amanda J.	Associate Vice President	Omaha
Connor, Nancy F.	Associate Vice President	Vienna
Costa, Raphael C.	Associate Vice President	Tampa
Crozier, Allen R.	Associate Vice President	San Marcos
Cusick, Daniel V.	Associate Vice President	New York
Czarnecky, Jim T.	Associate Vice President	Brentwood
Dalager, Nathan P.	Associate Vice President	Thief River Falls
Dierking, Paul B.	Associate Vice President	Minneapolis
DiVirgilio, Eric C.	Associate Vice President	Boston
Doane, Jon W.	Associate Vice President	Fulton
Dohrendorf, Jasper A.	Associate Vice President	Missoula
Donley, Meghann C.	Associate Vice President	Boise
Duffy, Jennifer M.	Associate Vice President	San Diego
Dupilka, Erik H.	Associate Vice President	Virginia Beach

Display Name	Officer Title	Location
Dwyer, James C.	Associate Vice President	Austin
Eichenberger, James	Associate Vice President	Denver
Eisele, Ryan L.	Associate Vice President	Kansas City
Estrada, Gregorio	Associate Vice President	Irvine
Fauteux, Ricky D.	Associate Vice President	Charleston
Femmer, Carlos	Associate Vice President	Lafayette
Fisher, Gregory M.	Associate Vice President	White Plains
Fleming, William F.	Associate Vice President	Dallas
Fort, Jason R.	Associate Vice President	Phoenix
Fuhrmann, Mark W.	Associate Vice President	Minneapolis
Fuller, Jason A.	Associate Vice President	Pittsburgh
Garraffa, Ron C.	Associate Vice President	Baltimore
Geesey, Brett L.	Associate Vice President	Lafayette
Geiger, Ronald A.	Associate Vice President	Charlotte
Gershmel, Grant L.	Associate Vice President	Billings
Gilley, Calvin D.	Associate Vice President	Richmond
Gipson, Dean J.	Associate Vice President	San Diego
Gnibus, Timothy D.	Associate Vice President	Irvine
Gonzalez, Jose M.	Associate Vice President	San Antonio
Gorugantula, Srikanth	Associate Vice President	Fulton
Grams, Laura J.	Associate Vice President	Houston
Guthrie, Kyle R.	Associate Vice President	Brentwood
Hahn, Philip R.	Associate Vice President	Denver
Hall, Chad D.	Associate Vice President	Kansas City
Hall, Mark E.	Associate Vice President	Tampa
Halsted, Patrick A.	Associate Vice President	Omaha
Haraguchi, Gail Y.	Associate Vice President	Honolulu
Harris, Christine M.	Associate Vice President	Virginia Beach
Harris, Nathan J.	Associate Vice President	Phoenix
Harrison, Peter J.	Associate Vice President	Round Rock

Display Name	Officer Title	Location
Harrison, Todd L.	Associate Vice President	Seattle
Heavin, SCOTT S.	Associate Vice President	Kansas City
Hemingson, Todd K.	Associate Vice President	Austin
Heyman, John G.	Associate Vice President	Charlotte
Holder, Mark C.	Associate Vice President	Jacksonville
Honsberger, Heather L.	Associate Vice President	Phoenix
Housner, Lindsay A.	Associate Vice President	Chicago
Howell, Thomas D.	Associate Vice President	Portland
Hoyle, Laurissa E.	Associate Vice President	Glen Allen
Ivester, Heather	Associate Vice President	Boston
Jackson, Suzanne	Associate Vice President	Lawrenceville
Jacobs, Michael C.	Associate Vice President	Pittsburgh
Jenik, Warren F.	Associate Vice President	Tampa
Jensen, James R.	Associate Vice President	White Plains
Jensen, Todd R.	Associate Vice President	Spokane
Johnson, Andrew S.	Associate Vice President	Portland
Joy, Brandon M.	Associate Vice President	Denver
Kerns, Jason R.	Associate Vice President	Newport News
Khosla, Karan	Associate Vice President	Dallas
Khou, Try V.	Associate Vice President	Long Beach
Kinder, Richard C.	Associate Vice President	Boise
King, Jonathan M.	Associate Vice President	Fort Lauderdale
Kinsella, Clarice M.	Associate Vice President	Kansas City
Kochersperger, Gregory M.	Associate Vice President	Dallas
Kohl, Anna J.	Associate Vice President	Anchorage
Koorn, Shawn W.	Associate Vice President	Bellevue
Krieger, Ruth L.	Associate Vice President	New York

Display Name	Officer Title	Location
Krivanec, Christopher E.	Associate Vice President	Folsom
Kulpa, Sarah E.	Associate Vice President	Charlotte
LaFata, Catherine P.	Associate Vice President	Walnut Creek
Lake, Channe M.	Associate Vice President	Honolulu
Lanser, Jillian L.	Associate Vice President	Arlington
Leon, Luis R.	Associate Vice President	Claremont
Lewis, Michael P.	Associate Vice President	New York
Lloyd, Kevin J.	Associate Vice President	Mahwah
Longsdorf, Jason M.	Associate Vice President	Denver
Lutz, Lisa M.	Associate Vice President	Sacramento
Lyons, Thomas F.	Associate Vice President	Charlotte
MacNeil, Mike S.	Associate Vice President	White Plains
Macneil, Steven D.	Associate Vice President	Concord
Mah, Moshik S.	Associate Vice President	Los Angeles
Malik, Raheel	Associate Vice President	New York
Manso, Javier	Associate Vice President	Miami Lakes
Martello, Michael J.	Associate Vice President	New York
Matthews, Jessica L.	Associate Vice President	Bellevue
Mayer, Mona R.	Associate Vice President	Austin
McCabe, Tom O.	Associate Vice President	Honolulu
McCaskill, Andrew F.	Associate Vice President	Portland
McConville, Matthew T.	Associate Vice President	Omaha
McPherson, Ronald L.	Associate Vice President	Anchorage
McVicker, LuAnn C.	Associate Vice President	San Francisco
Meder, Shannon R.	Associate Vice President	Charleston
Michnovetz, Eric J.	Associate Vice President	Boston
Miller, Scott R.	Associate Vice President	Phoenix
Mims, Aimie L.	Associate Vice President	Minneapolis
Mitchell, Jeffrey J.	Associate Vice President	Houston

Display Name	Officer Title	Location
Moody, Will W.	Associate Vice President	Raleigh
Moore, Travis T.	Associate Vice President	Denver
Morrison, Doug W.	Associate Vice President	Kansas City
Mowat, Robert E.	Associate Vice President	Austin
Murray, Jeffrey S.	Associate Vice President	Raleigh
Naughton, Michael J.	Associate Vice President	Newark
Neshyba, Keith A.	Associate Vice President	Houston
Ngau, Guinevere	Associate Vice President	New York
Nguyen, Chau-Ha T.	Associate Vice President	Denver
O'Neill, Patrick W.	Associate Vice President	San Diego
Owens, Todd D.	Associate Vice President	Kansas City
Palilla, Marco J.	Associate Vice President	Folsom
Palmatier, Alexander M.	Associate Vice President	Winston Salem
Pantelides, John	Associate Vice President	New York
Pargas, Ricardo A.	Associate Vice President	Tucson
Patel, Sameer N.	Associate Vice President	Ann Arbor
Patel, Sheena C.	Associate Vice President	Walnut Creek
Peik, Steven C.	Associate Vice President	Houston
Peterman, Lance G.	Associate Vice President	Rosemont
Plummer, Mike D.	Associate Vice President	Charlotte
Popenhagen, Brandi M.	Associate Vice President	Minneapolis
Proctor, Frank D.	Associate Vice President	Vancouver
Pucci, Michael W.	Associate Vice President	White Plains
Putnam, Mary S.	Associate Vice President	Omaha
Quiroz, Christina M.	Associate Vice President	Mahwah
Raila, Susan	Associate Vice President	New York
Ray, David G.	Associate Vice President	Englewood

Display Name	Officer Title	Location
Reinicker, Brian R.	Associate Vice President	Charlotte
Renner, Paula S.	Associate Vice President	Omaha
Richards, James E.	Associate Vice President	Bellevue
Robinson, Bradford C.	Associate Vice President	Concord
Rodriguez, Albert	Associate Vice President	Austin
Rodriguez, Christopher B.	Associate Vice President	Albuquerque
Rohan, David P.	Associate Vice President	Omaha
Rood, Beth P.	Associate Vice President	Seattle
Rosca, Gheorghe	Associate Vice President	Irvine
Rouse, Eric C.	Associate Vice President	Englewood
Saffels, Ryan D.	Associate Vice President	Kansas City
Salazar, Joshua A.	Associate Vice President	Ann Arbor
Semenick, Richard C.	Associate Vice President	New York
Serpico, Stephanie L.	Associate Vice President	Bend
Shafer, Mark W.	Associate Vice President	Kansas City
Shaner, Joanne M.	Associate Vice President	Cleveland
Sheppard, Alan A.	Associate Vice President	Pooler
Shockley, Adam C.	Associate Vice President	Austin
Sklavounakis, Christothea	Associate Vice President	New York
Smart, Craig W.	Associate Vice President	Las Vegas
Smith, Anna Lynn	Associate Vice President	Philadelphia
Smith, Kathleen G.	Associate Vice President	Austin
Solis, Alejandro J.	Associate Vice President	Washington
Sommer, Daniel L.	Associate Vice President	Omaha
Stahulak, Jamie J.	Associate Vice President	Madison
Steinhart, Pamela J.	Associate Vice President	Irvine
Storgaard, Tena M.	Associate Vice President	Bellevue
Stremmel, Jacob A.	Associate Vice President	Blue Ash
Sullivan, Allen R.	Associate Vice President	Colorado Springs
Sutherland, Andrew W.	Associate Vice President	Ann Arbor
Tannehill, Shelly M.	Associate Vice President	Folsom

Display Name	Officer Title	Location
Terry, Melissa J.	Associate Vice President	Corpus Christi
Tonilas, Bruce J.	Associate Vice President	Denver
Turbiville, Heath E.	Associate Vice President	Gillette
Vaccaro, Alicia M.	Associate Vice President	Mahwah
Van Dien, James P.	Associate Vice President	Bethlehem
Van Santen, Victor E.	Associate Vice President	Rosemont
Villarreal, Gabriel J.	Associate Vice President	Austin
Volk, Daniel G.	Associate Vice President	Omaha
Warner, Terry R.	Associate Vice President	Salt Lake City
Warrix, Todd C.	Associate Vice President	San Antonio
West, Jonathan P.	Associate Vice President	Louisville
Williams, Erin H.	Associate Vice President	Atlanta
Williamson, Sheri S.	Associate Vice President	Rock Hill
Wong, David W.	Associate Vice President	Rosemont
Wood, Katherine M.	Associate Vice President	Anchorage
Wooten, John D.	Associate Vice President	Dallas
Yescas, Javier A.	Associate Vice President	San Diego
Young, Christina R.	Associate Vice President	Omaha
Zapata, Leonel A.	Associate Vice President	Miami Lakes
Zimmerman, Erich	Associate Vice President	Syracuse
Debs, Jody K.	Secretary	Denver
Buell, Elizabeth C.	Assistant Secretary	Omaha
Vik, Laurie S.	Assistant Secretary	Omaha
Heaney, Kathy Heaney M.	Treasurer	Omaha
Cox, Joseph R.	Assistant Treasurer	Omaha
White, Troy L.	Assistant Treasurer	Omaha

END OF EXHIBIT "G"

EXHIBIT "H"

PROJECT TASK ORDER

Number H- _____

Blanket Services Contract Name:	
Consultant Name:	
Contract Services Listed:	
Contract/Option Period From:	To:
Contract/Option Year Not-to-Exceed Fee:	
Aggregate Task Order value for current option year (prior to this Task Order):	
Amount of this Task Order	
Contract amount remaining after this Task Order:	

Whereas the City and Consultant have signed a Blanket Services Contract for the Consultant to provide professional services described in the Contract for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Services Contract to provide services for the following named Project

Project Name:
Location:
Description:
Construction Cost Budget

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A - Scope of Services

PROPOSAL INCLUDED. In addition to the services to be provided within this Contract and its Exhibits, the scope of services is additionally contained in the Consultant's proposal dated _____, attached and included as Exhibit "H-_-1". Terms contained in the Consultant's proposal, other than the description of the scope of work to be accomplished by the Consultant, are not included by this reference into this Contract.

SCOPE OF PROJECT. The scope and location of the Project is generally described as follows:

Site address: _____
Approximate gross site acreage: _____
Approximate gross building square footage: _____
Offsite improvement area: _____
Improvement description: _____
As shown on the attachment to this Exhibit, titled _____

SCOPE OF SERVICES.

-----TYPE IN THE ENTIRE DETAILED SCOPE OF SERVICES FOR THIS PROJECT TASK ORDER HERE -----

PROJECT MANAGEMENT SOFTWARE. Upon City request, Consultant shall utilize the City's online project management 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.

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.

ADD THE APPROPRIATE FEDERAL FUNDING REQUIREMENTS HERE FOR YOUR PROJECT
CDBG, SNPLMA AND ARRA REQUIREMENTS CAN BE CUT AND PASTED FROM OUR NET

DONOT INCLUDE ANY CONSULTANT EXCLUSIONS, CONSULTANT ASSUMPTIONS, OR OTHER CONDITIONS THAT LIMIT THE CONSULTANT'S RESPONSIBILITY WITHOUT REVIEW FROM THE CITY ENGINEER AND THE CITY ATTORNEY.

NEVER ADD ANY LANGUAGE THAT USES WORDS LIKE INDEMNIFICATION, INDEMNITY, INDEMNIFY, DEFEND, OR HOLD HARMLESS.

Section B – Required Submittals

In addition to the submittals required by the Blanket Services Contract for the services set forth in Section "A" (Scope of Services) of this Project Task Order, the Consultant shall deliver the following minimum submittals and deliverables for the Project, 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.

-----TYPE IN THE ENTIRE DETAILED SCOPE OF THE DELIVERABLES FOR THIS PROJECT TASK ORDER HERE-----

All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. Submittals to regulatory agencies shall be as required for each agency. 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.

Section C – Performance Schedule

For the services set forth in Section "A" (Scope of Services) of this Project Task Order, the Consultant shall accomplish the services in accordance with the following schedule.

1. The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Project Task Order. Site access is hereby provided to the Consultant by the City for the scope of services contained in this Project Task Order. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property. The Consultant shall coordinate site access with any contractors working on site.

2. The maximum allowed time to complete each portion of the work is as follows:

BY PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Programming and Conceptual Design	00	Includes 2 week City review period.
Schematic Design	00	Includes 2 week City review period.
Design Development	00	Includes 1 week City review period.
Construction Documents	00	City review is concurrent with drawings.
Bidding		City determined.
Construction		City determined.
Post Construction		City determined.
TOTAL	0	

OR ----- DELETE THE TABLE ABOVE OR BELOW THAT IS NOT USED FOR YOUR TASK ORDER -----

BY TASK	CALENDAR DAYS TO COMPLETE	REMARKS
TOTAL	0	

Section D – Fee Breakdown

COMPENSATION

The maximum compensation to be paid to the Consultant for performance of this Contract including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed \$ _____. Increases to total compensation may only be authorized by written amendment or change order to this Task Order. This compensation amount is comprised of the parts described in this Section "D" (Fee Breakdown).

--- SELECT ONE OF THE FOLLOWING PAYMENT METHODS AND DELETE THE OTHER OPTIONS ---

BASIC SERVICES PAYMENT ON COMPLETION OF PHASES

For the services set forth in Section "A" (Scope of Services), the City agrees to pay to the Consultant in accordance with Section 7.0 and Appendix E for each phase of the Project identified in this Section "D" (Fee Breakdown). The Consultant agrees to perform the services required under this Contract Section "A" (Scope of Service) for the not-to-exceed amount set forth in this Section "D" (Fee Breakdown). Payment shall be made for each phase pursuant to monthly invoices submitted in accordance with this Contract based upon the percentage of services completed for each phase. The not-to-exceed fee shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services).

PHASE	PERCENT of TOTAL	NOT-TO-EXCEED FEE	REMARKS
Programming and Conceptual Design	%	\$0.00	
Schematic Design	%	\$0.00	
Design Development	%	\$0.00	
Construction Documents	%	\$0.00	
Bidding	%	\$0.00	
Construction	%	\$0.00	
Post Construction	%	\$0.00	
TOTAL		\$0.00	

OR ----- (DELETE METHODS NOT USED) -----

BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF DELIVERABLES

For the services set forth in Section "A" (Scope of Services), the City agrees to pay to the Consultant in accordance with Section 7.0 and Appendix E based upon the completed of, and acceptance by the City, of each Deliverable identified in Section "A" (Scope of Services). The Consultant agrees to perform the services and complete the Deliverables required under this Contract Section "A" (Scope of Services) for not-to-exceed amount set forth in this Section "D" (Fee Breakdown). Payment shall be made for each completed Deliverable pursuant to invoices submitted in accordance with this Contract. The not-to-exceed fee shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

DELIVERABLE	NOT-TO-EXCEED FEE	REMARKS
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
TOTAL	\$0.00	

OR ----- (DELETE METHODS NOT USED) -----

BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF TASKS

The City agrees to pay the consultant in accordance with Section 7.0 and Appendix for each task and, if applicable, each subtask, set forth in Section "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the not-to-exceed amount of set forth in this Section "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract. The not-to-exceed fee shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

TASK	QUANTITY	UNIT PRICE	UNIT	ESTIMATED COST
		\$0.00	Per	\$0.00
		\$0.00	Per	\$0.00
		\$0.00	Per	\$0.00
		\$0.00	Per	\$0.00
		\$0.00	Per	\$0.00
		\$0.00	Per	\$0.00
		\$0.00	Per	\$0.00
			TOTAL	\$0.00

OR ----- (DELETE METHODS NOT USED) -----

BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF TASKS

The City agrees to pay the fixed fee unit price attributable to each task and, if applicable, each subtask, set forth in Section "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Section "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract. The fixed fee unit price shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

A Total Not-To-Exceed Cost for Completion of Tasks is hereby established as set forth below. The quantity of tasks will be determined and pre-authorized in writing to the Consultant by the City Representative over the course of the Project, including adjustments of the estimated quantity of units between line-item tasks, without the need to amend this Contract up to the Total Not-To-Exceed Cost. Fees for additional tasks not described in this Section "D" (Fee Breakdown) may be negotiated over the course of the Project and utilized as part of the Total Not-To-Exceed Cost for Completion of Tasks without amending this Contract. Tasks performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost for Completion of Tasks shall not be obligated for compensation.

Increases to the Total Not-To-Exceed Cost for Completion of Tasks may only be authorized by amendment or change order to this Contract. Amendments or change orders to this Contract must be in writing and signed by both parties prior to the performance of any service resulting in an increase to this Total Not-To-Exceed Cost for Completion of Tasks.

TASK	FIXED FEE UNIT PRICE	UNIT	ESTIMATED QUANTITY OF UNITS	ESTIMATED COST	REMARKS
	\$	Per	1	\$	

	\$	Per	1	\$	
	\$	Per	1	\$	
	\$	Per	1	\$	
	\$	Per	1	\$	
TOTAL NOT-TO-EXCEED COST				\$	

OR ----- (DELETE METHODS NOT USED) -----

BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON HOURLY AND TESTING RATES

For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant based upon the Consultant hourly rates and testing rates established in the Consultant's attached proposal dated _____ based upon the completed and approved services performed for the prior month. The Consultant agrees to perform the services required under this Contract Exhibit "A" (Scope of Services) for no more than the amount of the Total Not-to-Exceed Cost set forth in this Exhibit "D" (Fee Breakdown). Payments shall be made pursuant to monthly invoices submitted in accordance with this Contract. The Total Not-to-Exceed Cost shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

SERVICE	NOT-TO-EXCEED COST	REMARKS
Special Inspection and Materials Testing	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
TOTAL NOT TO EXCEED COST	\$0.00	

The amounts shall not be shifted between the Not-to-Exceed Cost for each service shown above unless the City Representative so authorizes in writing.

ALLOWANCE FOR ADDITIONAL SERVICES

A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

Additional Services are services provided in the interests of the Project that are not set forth in Section "A" (Scope of Services).

The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Section "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Section "E" (Additional 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. Payments shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

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 or change order to this Contract to allow them as Reimbursable Expenses.

Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment or change order to this Contract.

ADDITIONAL SERVICES ALLOWANCE		
TOTAL NOT-TO-EXCEED COST	\$0.00	

Section E – Additional Compensation

Consultant Hourly Rates: Unchanged from the description included in Exhibit “E” of the Blanket Services Contract.

Additional Services Rates: Unchanged from the description included in Exhibit “E” of the Blanket Services Contract.

Reimbursable Expenses: Unchanged from the description included in Exhibit “E” of the Blanket Services Contract.

Section F – Key Personnel List

Unchanged from the description included in Exhibit “F” of the Blanket Services Contract, except as follows:

CITY REPRESENTATIVE:

CITY REPRESENTATIVE'S SUPERVISOR:

----- THE PROJECT MANAGER'S NAME SHOULD BE LISTED FOR **THIS** TASK ORDER PROJECT. -----

Section G – Disclosure

Unchanged since signing Exhibit “G” of the Blanket Services Contract.

----- VERIFY WITH THE CONSULTANT -----

Upon execution hereof, this Project Task Order shall be attached to the Blanket Services Contract referenced herein.

Dated this _____ day of _____, _____.

By: _____
CONSULTANT
Name, title
Firm Name

By: _____
CITY
Name, Project Manager

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: <u>Contracting Entity</u>	Block 2: <u>Description / Subject Matter of Contract</u>
Name: HDR Engineering, Inc.	Services for: Drainage Study Review Consulting Services
Address: 6750 Via Austi Pkwy, Ste 350, Las Vegas, NV 89119	
Telephone: (702) 938-6000	Project Number: CLV Contract No. 200019-JL
EIN or DUNS : 47-0680568	

Block 3: <u>Type of Business</u>
☐ 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 document		
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: _____

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: Disclosure of Ownership

Date of Attached Document: 2-20-21

Number of Pages: 23

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.

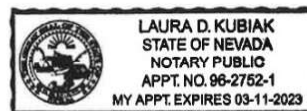


March 23, 2021

Date

Subscribed and sworn to before me this 23rd day of

March, 2021





Disclosure of Ownership 2021

HDR Engineering, Inc. - Officers

Display Name	Officer Title	Location
Crockett, Timothy R.	Chief Operating Officer, President	Omaha
Graff, Neil A.	Executive Vice President	Austin
LeCureux, David F.	Executive Vice President	Omaha
McAneny, Douglas J.	Executive Vice President	Washington
Meysenburg, Galen J.	Executive Vice President	Omaha
Roden, Laurie L.	Executive Vice President	Phoenix
Shoemaker, Darryl J.	Executive Vice President	Vancouver
Wignall, Douglas S.	Executive Vice President	Omaha
Alsina, Paul M.	Senior Vice President	Dallas
Arseneau, Bernard J.	Senior Vice President	Minneapolis
Balchunas, Brian M.	Senior Vice President	Fulton
Barnhart, William E.	Senior Vice President	Billings
Batenhorst, Ralph A.	Senior Vice President	Omaha
Beduhn, Robert J.	Senior Vice President	Omaha
Bekka, Khalid	Senior Vice President	Omaha
Berman, Robert S.	Senior Vice President	Bellevue
Bland, Tommy T.	Senior Vice President	San Antonio
Blank, Jeffrey C.	Senior Vice President	Portland
Boling, Robert M.	Senior Vice President	Folsom
Brauer, Rod G.	Senior Vice President	Englewood
Bruce, Dennis W.	Senior Vice President	Corner Brook
Carnaggio, Sam S.	Senior Vice President	Ellicott City
Catron, Heather J.	Senior Vice President	Portland
Charalambous, Yiannoulla	Senior Vice President	New York
Chiglo, Jay L.	Senior Vice President	Dallas
Christopher, Stanley A.	Senior Vice President	Kansas City
Clark, Angela M.	Senior Vice President	Madison

Display Name	Officer Title	Location
Clark, David L.	Senior Vice President	Boise
Coleman, James M.	Senior Vice President	Sioux Falls
Cook, JaNell	Senior Vice President	Walnut Creek
Crall, Michael P.	Senior Vice President	Pittsburgh
Dalton, Mark R.	Senior Vice President	Anchorage
DeCesare, Douglas T.	Senior Vice President	Denver
Delange, Kevin	Senior Vice President	Mahwah
Donnelly, Thomas A.	Senior Vice President	New York
Douglas, Jeffrey S.	Senior Vice President	Raleigh
Drimmel, Joseph E.	Senior Vice President	Kansas City
Edelen, Benedict R.	Senior Vice President	Lexington
Ellmers, Glen E.	Senior Vice President	Raleigh
English, Quint R.	Senior Vice President	Omaha
Fanselau, Jason R.	Senior Vice President	Folsom
Ferrell, Stephen J.	Senior Vice President	Orlando
Field, Kip D.	Senior Vice President	Irvine
Frederiksen, Lee E.	Senior Vice President	Folsom
Frissora, Joseph	Senior Vice President	Mahwah
Frommer, Jennifer A.	Senior Vice President	Columbus
Gadzinski, Norman	Senior Vice President	Cleveland
Gapinski, Duane P.	Senior Vice President	Englewood
Gilleran, Amy A.	Senior Vice President	San Francisco
Gouveia, Anthony	Senior Vice President	Boston
Hales, Charlie A.	Senior Vice President	Vancouver
Han, Jeffrey	Senior Vice President	Virginia Beach
Henderson, Jonathan R.	Senior Vice President	Raleigh
Hentz, Lawrence H.	Senior Vice President	Fulton
Hereim, Scott A.	Senior Vice President	Billings
Hickox, Patrick P.	Senior Vice President	Mobile
Hill, Steven R.	Senior Vice President	Omaha

Display Name	Officer Title	Location
Hise, Wallace	Senior Vice President	Salt Lake City
Hoppy, Brian K.	Senior Vice President	Wynnewood
Horkan, Thomas E.	Senior Vice President	Seattle
Hunt, Jennifer E.	Senior Vice President	Tampa
Hunter, Craig J.	Senior Vice President	Omaha
Jackson, Douglas P.	Senior Vice President	Minneapolis
Jensen, Brent W.	Senior Vice President	Salt Lake City
Johnson, Bradford L.	Senior Vice President	Salt Lake City
Johnson, Erik B.	Senior Vice President	Irvine
Johnson, Michael W.	Senior Vice President	Minneapolis
Kaatz, Kelly J.	Senior Vice President	Austin
Kalisiak, Kip C.	Senior Vice President	Raleigh
Kennedy, Holly L.	Senior Vice President	Folsom
Keyes, Steven A.	Senior Vice President	Austin
Khoury, Eli R.	Senior Vice President	New York
Kim, Thomas T.	Senior Vice President	Irvine
Kinard, David A.	Senior Vice President	Charleston
Kramer, David C.	Senior Vice President	Omaha
Labonte, Julie L.	Senior Vice President	San Francisco
Laccinole, Matthew B.	Senior Vice President	Bellevue
LaTuso, Christopher	Senior Vice President	New York
Lauderdale, Chance V.	Senior Vice President	Tampa
Lauzier, Andre E.	Senior Vice President	Sarasota
Lewis, Harold E.	Senior Vice President	Jacksonville
Luttrell, Edwin C.	Senior Vice President	Charlotte
Lynch, James M.	Senior Vice President	Sacramento
Martin, Brad B.	Senior Vice President	Denver

Display Name	Officer Title	Location
Massengill, Jeffrey B.	Senior Vice President	Corpus Christi
McLaren, Mark	Senior Vice President	Phoenix
McLaughlin, Thomas C.	Senior Vice President	White Plains
M'Coy, William S.	Senior Vice President	Virginia Beach
McWaters, Kent L.	Senior Vice President	Tallahassee
Minassian, Vatche R.	Senior Vice President	White Plains
Mosteller, Lewis K.	Senior Vice President	Charlotte
Moyano, David Charles	Senior Vice President	Vancouver
Muench, Brian P.	Senior Vice President	Minneapolis
Nagle, Jay C.	Senior Vice President	Orlando
Neethling, Johannes B.	Senior Vice President	Folsom
Neil, Jason E.	Senior Vice President	Folsom
Nidam, Susan R.	Senior Vice President	Dallas
Ohlsen, Ronald G.	Senior Vice President	Bellevue
Olsen, Kent A.	Senior Vice President	Sacramento
Olson, Craig (Omaha) R.	Senior Vice President	Omaha
Pannell, Richard R.	Senior Vice President	Vienna
Peduzzi, Bill R.	Senior Vice President	Pittsburgh
Pilgrim, Richard D.	Senior Vice President	Denver
Reiter, Jared C.	Senior Vice President	Charlotte
Rella, Robert J.	Senior Vice President	Charlotte
Sanders, Thomas M.	Senior Vice President	Omaha
Scales, John C.	Senior Vice President	Arlington
Scholl, Colleen M.	Senior Vice President	Madison
Schwarz, Joseph H.	Senior Vice President	Colorado Springs
Sharp, William H.	Senior Vice President	Omaha

Display Name	Officer Title	Location
Sisco, Lee P.	Senior Vice President	Charlotte
Skinner, Christine E.	Senior Vice President	Bellevue
Skinner, David R.	Senior Vice President	Bellevue
Soto, Leticia	Senior Vice President	Springfield
Sova, Ronald J.	Senior Vice President	Omaha
Steinert, John P.	Senior Vice President	Ann Arbor
Stonehouse, Gregory J.	Senior Vice President	Minneapolis
Tondl, Matthew B.	Senior Vice President	Omaha
Tso, Sam W.	Senior Vice President	Las Vegas
Tuck, Lisa M.	Senior Vice President	Salt Lake City
Tugman, Michael F.	Senior Vice President	Virginia Beach
Waldron, Thomas R.	Senior Vice President	Newark
Wenger, Jason S.	Senior Vice President	Denver
White, Stephanie L.	Senior Vice President	Denver
Whitley, Stephen R.	Senior Vice President	Raleigh
Williams, Bradley C.	Senior Vice President	Mahwah
Williams, Stanley T.	Senior Vice President	Austin
Wittmann, Michaela W.	Senior Vice President	Omaha
Wright, Kenneth J.	Senior Vice President	Virginia Beach
Yadlosky, John M.	Senior Vice President	Pittsburgh
Young, Patrick R.	Senior Vice President	Kansas City
Young, Thomas W.	Senior Vice President	Houston
Balter, Eugene N.	Senior Vice President - PT	Frankfort
Earle, Marcia H.	Senior Vice President - PT	New York
Ettlich, Bill F.	Senior Vice President - PT	Folsom
Hagood, William B.	Senior Vice President - PT	Dallas
Low, Larry D.	Senior Vice President - PT	Tampa

Display Name	Officer Title	Location
Placilla, Mel J.	Senior Vice President - PT	Glen Allen
Reardon, David J.	Senior Vice President - PT	Folsom
Williams, Robert B.	Senior Vice President - PT	Folsom
Adams, Kelly L.	Vice President	Honolulu
Adams-Weber, Jessica J.	Vice President	Kansas City
Adkins, Genesee C.	Vice President	Seattle
Anderson, Robert L.	Vice President	Lexington
Arce, Alfredo F.	Vice President	San Antonio
Atoulikian, Richard G.	Vice President	Cleveland
Bacsikin, Ronald S.	Vice President	Riverside
Bakke, Brian M.	Vice President	Des Moines
Barnett, Elena R.	Vice President	New York
Barton, Michael J.	Vice President	Tucson
Bathurst, Lucas A.	Vice President	Fort Worth
Bennett, Timothy R.	Vice President	Omaha
Berggren, Eric G.	Vice President	Omaha
Bergschneider, Kevin H.	Vice President	Denver
Biglen, Douglas K.	Vice President	Dallas
Billman, Daniel W.	Vice President	Anchorage
Bintrim, James W.	Vice President	Pittsburgh
Bird, Brian D.	Vice President	Ann Arbor
Birkelbach, Ronald L.	Vice President	Pittsburgh
Bisson, Doug J.	Vice President	Omaha
Blanchard, Brian A.	Vice President	Tallahassee
Bloom-Crook, Donna R.	Vice President	Irvine
Borenstein, Mark D.	Vice President	Round Rock
Bott, Paul R.	Vice President	Bellevue
Bougdanos, Gene L.	Vice President	Los Angeles
Brakenhoff, Peter J.	Vice President	Albuquerque
Bratovich, Paul M.	Vice President	Folsom

Display Name	Officer Title	Location
Breitinger, James M.	Vice President	Columbus
Brewer, Brianna L.	Vice President	Sacramento
Brigham, James W.	Vice President	Ann Arbor
Bromley, Patrick G.	Vice President	Ann Arbor
Brown, Christopher D.	Vice President	Portland
Brown, Christopher H.	Vice President	Raleigh
Brown, Jerome W.	Vice President	Arlington
Bunner, Matthew A.	Vice President	Pittsburgh
Buttenob, John M.	Vice President	Kansas City
Canjura, Nelson E.	Vice President	Tampa
Cantwell, Joel R.	Vice President	Dallas
Carnahan, James D.	Vice President	Pittsburgh
Chapman, Matt M.	Vice President	Honolulu
Chin, Allen E.	Vice President	Honolulu
Christensen, James J.	Vice President	Phoenix
Cobb, Samuel D.	Vice President	Pensacola
Colwell, Bud B.	Vice President	Corpus Christi
Connors, Thomas M.	Vice President	Mahwah
Conti, Arthur J.	Vice President	Irvine
Cook, Matthew J.	Vice President	Denver
Cowan, Timothy P.	Vice President	Plymouth Meeting
Creamer, Karen M.	Vice President	Round Rock
Culbertson, George M.	Vice President	Olympia
Culligan, David W.	Vice President	Syracuse
Dadamo, Peter C.	Vice President	Vienna
Dammarell, Amy S.	Vice President	Portland

Display Name	Officer Title	Location
Davis, Chad R.	Vice President	Pittsburgh
Davis, Peter J.	Vice President	Newark
Dehn, Bill W.	Vice President	Los Angeles
Dickerson, Nathan P.	Vice President	Omaha
Dolson, Gretchen L.	Vice President	Lincoln
Domalik, Daniel E.	Vice President	Pittsburgh
Dortch, Stephen W.	Vice President	Tampa
Douglas, James G.	Vice President	Irvine
Drahota, Steven M.	Vice President	Portland
Duben, Mark A.	Vice President	Des Moines
Dunn, David D.	Vice President	Brentwood
Duschang, John H.	Vice President	Mahwah
Duty, Katie E.	Vice President	Tampa
Dwyer, Blaine N.	Vice President	Denver
Eaton, Roger A.	Vice President	Pittsburgh
Edwards, Allison M.	Vice President	Denver
Eichlin, Norma L.	Vice President	Trenton
Eldridge, Katherine W.	Vice President	Boise
Ellwein, Tracy L.	Vice President	Portland
Engel, John J.	Vice President	Omaha
Engelbert, Patrick J.	Vice President	Omaha
Erickson, Bryan R.	Vice President	San Antonio
Erickson, Timothy D.	Vice President	Billings
Estes, Michael A.	Vice President	Glen Allen
Everson, Tony W.	Vice President	Denver
Ferguson, Keith A.	Vice President	Denver
Ferguson, Matthew W.	Vice President	Omaha

Display Name	Officer Title	Location
Ferland, Lance M.	Vice President	Dallas
Ferrier, Paul A.	Vice President	Bellevue
Fish, Timothy J.	Vice President	Charlotte
Forest, Mark E.	Vice President	Reno
Fowler, Melanie E.	Vice President	Tampa
Friedman, Steven A.	Vice President	Irvine
Froscheiser, Keith A.	Vice President	Omaha
Fryklind, Karl J.	Vice President	Omaha
Gaetz, Alan L.	Vice President	Billings
Gallagher, Timothy J.	Vice President	Anchorage
Garcia, Fernando A.	Vice President	Irvine
Garrod, Justin S.	Vice President	Bellevue
Gesell, Greg H.	Vice President	Omaha
Gibson, James B.	Vice President	Syracuse
Glover, Jeffrey B.	Vice President	Denver
Gonzalez, Janet R.	Vice President	Chicago
Gough, Matthew S.	Vice President	Fort Collins
Gould, Thomas E.	Vice President	Bellevue
Graber, Daniel J.	Vice President	Sioux Falls
Grady, David R.	Vice President	Charlotte
Grauman, John A.	Vice President	Billings
Grenoble, Bruce A.	Vice President	Charlotte
Grimstad, James E.	Vice President	Billings
Gros, Stephane	Vice President	Washington
Gross, William	Vice President	Pittsburgh
Grubstein, Michael Y.	Vice President	San Diego
Gruver, Terry J.	Vice President	Phoenix
Gruwell, Nancy A.	Vice President	Omaha
Gunderson, Adrian A.	Vice President	Walnut Creek

Display Name	Officer Title	Location
Habben, Craig E.	Vice President	Pierre
Hadler, Edith M.	Vice President	Bellevue
Hager, Mark S.	Vice President	Riverside
Haid, Thomas C.	Vice President	Fulton
Haley, Henry P.	Vice President	Bellevue
Hall, Ryan Z.	Vice President	Boise
Hammer, Mark J.	Vice President	Folsom
Hans, Jeffrey P.	Vice President	Pittsburgh
Hansen, John M.	Vice President	Orlando
Harmon, Daniel J.	Vice President	Missoula
Harris, Jared R.	Vice President	Billings
Hartshorn, Kelly W.	Vice President	Phoenix
Hawley, William T.	Vice President	Anchorage
Hecht, James R.	Vice President	San Diego
Heffron, Tammy C.	Vice President	Denver
Hein, Thomas M.	Vice President	Rosemont
Herald, Edward J.	Vice President	Seattle
Hernandez, Cynthia	Vice President	San Antonio
Herrington, Lew R.	Vice President	Tampa
Hickey, Douglas D.	Vice President	St. Louis
Hill, Bart B.	Vice President	Rosemont
Hill, Jason L.	Vice President	Gig Harbor
Hino, Francis T.	Vice President	Honolulu
Hoff, Steven H.	Vice President	Sioux Falls
Hoffman, Robert W.	Vice President	Dallas
Holcomb, Donald R.	Vice President	Sarasota
Horton, Richard T.	Vice President	Omaha
Howie, Bruce J.	Vice President	White Plains
Hyland, Emily B.	Vice President	Minneapolis
Hyre, John B.	Vice President	Tampa

Display Name	Officer Title	Location
Imhoff, Cory M.	Vice President	Kansas City
Islam, Rashed T.	Vice President	Austin
Izzo, Vincent J.	Vice President	Helena
Jeffcoat, Stuart B.	Vice President	Atlanta
Johnson, Andrew D.	Vice President	Austin
Johnson, Lawrence P.	Vice President	Sacramento
Jong, Ken E.	Vice President	Walnut Creek
Joudrey, Cynthia L.	Vice President	Boston
Kalis, Michael P.	Vice President	Kansas City
Keane, Kevin D.	Vice President	Mahwah
Keller, Kevin K.	Vice President	Kansas City
Kellner, Robert E.	Vice President	Pensacola
Kempf, Gregory A.	Vice President	Raleigh
Kerr, Cadence C.	Vice President	Everett
Key, Dustin D.	Vice President	Denver
Khalil, Hussein H.	Vice President	Omaha
King, Stanley G.	Vice President	Brentwood
Kjenstad, Jason L.	Vice President	Sioux Falls
Klovsky, Robert	Vice President	Irvine
Knosby, Mary P.	Vice President	Charlotte
Koch, John E.	Vice President	Olympia
Koch, Timothy E.	Vice President	Omaha
Koenig, Kurt M.	Vice President	Raleigh
Kravitz, Barry S.	Vice President	Rosemont
Kurten, David E.	Vice President	Lawrenceville
Larson, Lisa M.	Vice President	Seattle
Leahey, Robert E.	Vice President	Austin
Leidy, Donald J.	Vice President	Denver
Leonard, Kevin J.	Vice President	Colorado Springs
Leshko, Brian J.	Vice President	Pittsburgh

Display Name	Officer Title	Location
Moses, Robert S.	Vice President	Newark
Murphy, Michael M.	Vice President	Mahwah
Murray, Michael R.	Vice President	Boise
Nero, Wendy L.	Vice President	Fort Collins
Nesbitt, Kaia M.	Vice President	Denver
Null, Roger D.	Vice President	Sacramento
Olson, Craig A.	Vice President	Folsom
Olson, Luke	Vice President	Minneapolis
Osier, Jon E.	Vice President	Billings
Paananen, Ronald J.	Vice President	Seattle
Pallari, Kimberly L.	Vice President	Folsom
Parvis, Patricia A.	Vice President	Mahwah
Paulino, Lara J.	Vice President	Los Angeles
Pearce, Samuel W.	Vice President	San Antonio
Pecha, Dan L.	Vice President	Bellevue
Pembroke, James P.	Vice President	Phoenix
Perkins, Ronald R.	Vice President	Folsom
Pietz, Kenny J.	Vice President	Columbia
Piner, Angela G.	Vice President	Minneapolis
Planck, Samuel M.	Vice President	Folsom
Pohlmann, Mark D.	Vice President	Council Bluffs
Porzillo, Patrick	Vice President	Washington
Potthast, Andrew J.	Vice President	St. Louis
Potthoff, Edward L.	Vice President	Albuquerque
Price, Kristina M.	Vice President	Jacksonville
Prossick, James F.	Vice President	Bellevue
Provance, James S.	Vice President	Paducah

Display Name	Officer Title	Location
Quernemoen, Keith M.	Vice President	Minneapolis
Quinn, Michael P.	Vice President	White Plains
Quinn, Thomas A.	Vice President	Tampa
Raibley, Timothy J.	Vice President	Folsom
Rand, Chris E.	Vice President	Kansas City
Ray, Brian G.	Vice President	Omaha
Reece, Lisa M.	Vice President	Riverside
Reed, Scott M.	Vice President	Minneapolis
Register II, Marlin A.	Vice President	Tampa
Reichelt, Kurt W.	Vice President	Portland
Render, Rayanne	Vice President	Omaha
Rennoldson, David C.	Vice President	Seattle
Richards, Neil R.	Vice President	Phoenix
Richardson, Lisa M.	Vice President	Omaha
Richardson, Robert D.	Vice President	Los Angeles
Roberts, Mark G.	Vice President	Jacksonville
Roether, Virginia M.	Vice President	Lexington
Rolle, Barry O.	Vice President	Kansas City
Rossbach, Phil E.	Vice President	Omaha
Roy, Santanu	Vice President	Orlando
Rustand, Scott A.	Vice President	Fort Worth
Ryon, Andrea L.	Vice President	Vienna
Sachsenmaier, Zachary J.	Vice President	Omaha
Sanghai, Vikrant S.	Vice President	Walnut Creek
Saunders, David K.	Vice President	Winston Salem
Schmedes, Richard W.	Vice President	Charlotte
Schneider, Nicholas L.	Vice President	Billings
Schnell, Steven J.	Vice President	Jacksonville

Display Name	Officer Title	Location
Schroeder, Jim K.	Vice President	Corpus Christi
Schroeder, Suzanna B.	Vice President	New York
Schulze, Dennis W.	Vice President	Fort Worth
Seits, Mark H.	Vice President	San Diego
Shelton, Thomas G.	Vice President	Dallas
Sherk, John E.	Vice President	Nashville
Sherwood, Michelle E.	Vice President	Minneapolis
Shingleton, Bethany R.	Vice President	Salt Lake City
Siebenaler, April S.	Vice President	Portland
Sigler, William B.	Vice President	Omaha
Slayton, Erin N.	Vice President	Columbia
Smith, Robert W.	Vice President	Pooler
Snyder, Kevin P.	Vice President	Denver
Soronson, Marc K.	Vice President	Phoenix
Soubra, Khaled S.	Vice President	Ann Arbor
Spain, Stephen D.	Vice President	Portland
Spargo, Ben W.	Vice President	Phoenix
Srb-Vampola, Kandi K.	Vice President	Omaha
Stanley, David J.	Vice President	Phoenix
Staud, Amy M.	Vice President	Charleston
Stober, John T.	Vice President	Columbia
Stoddard, Angie M.	Vice President	Houston
Stone, Matt T.	Vice President	Anchorage
Stratton, Richard G.	Vice President	Folsom
Suarez, Erki	Vice President	Miami Lakes
Suero, Guillermo J.	Vice President	Fort Lauderdale
Swindell, Brian A.	Vice President	Dallas
Tam, Helena L.	Vice President	New York

Display Name	Officer Title	Location
Tanner, Jon M.	Vice President	Dallas
Thomas, James A.	Vice President	Austin
Thomas, John C.	Vice President	Houston
Thompson, Marcella I.	Vice President	Omaha
Thornton, Richard B.	Vice President	Fort Collins
Thuman, Andrew J.	Vice President	Trenton
Tippey, Brent A.	Vice President	Lexington
To, Linc H.	Vice President	Walnut Creek
Todd, Thomas B.	Vice President	San Diego
Tomlinson, Kevin J.	Vice President	New York
Trotter, Brian H.	Vice President	Brentwood
Ubbelohde, Kurt	Vice President	Omaha
Van Ravenswaay, Brenda	Vice President	Orlando
Vaugh, Samuel K.	Vice President	Austin
Verver, Elaine E.	Vice President	Austin
Vozzolo, David J.	Vice President	Sarasota
Wajda, James E.	Vice President	Omaha
Walsh, Claudia A.	Vice President	Virginia Beach
Walsh, Margaret E.	Vice President	Chicago
Washer, Shawn P.	Vice President	Paducah
Werman, Roni	Vice President	New York
Wessels, Eric A.	Vice President	San Antonio
Weston, David C.	Vice President	Houston
Wiegert, Christine A.	Vice President	Minneapolis
Wiitanen, Mark A.	Vice President	Ann Arbor
Williams, Ann E.	Vice President	Omaha
Williams, George Eric	Vice President	Wilmington
Williges, Christopher R.	Vice President	San Francisco

Display Name	Officer Title	Location
Wimberly, John E.	Vice President	Pensacola
Wingert, Raymond A.	Vice President	Portland
Witt, Paul T.	Vice President	Anchorage
Wittberger, Alicia K.	Vice President	Vienna
Womack, Shane R.	Vice President	Chattanooga
Word, Justin A.	Vice President	Round Rock
Yosten, Andrew J.	Vice President	Omaha
Ziegler, Tyrus K.	Vice President	Charlotte
Zipf, Peter J.	Vice President	New York
Zuehls, Matthew G.	Vice President	Minneapolis
Carothers, Garson C.	Vice President - PT	Portland
Castro, Donald J.	Vice President - PT	Tampa
Collinsworth, Suanne O.	Vice President - PT	Vienna
Englert, Thomas L.	Vice President - PT	Mahwah
Grennan, Dennis E.	Vice President - PT	Omaha
Sikora, Mark J.	Vice President - PT	Charleston
Waldow, George M.	Vice President - PT	Minneapolis
Walker, Danny H.	Vice President - PT	Nashville
Acay, Nicolas M.	Associate Vice President	Austin
Adams, Bryan	Associate Vice President	Salt Lake City
Alsop, James R.	Associate Vice President	Charlotte
Andersen, Nichole M.	Associate Vice President	Omaha
Arms, Jeffrey B.	Associate Vice President	Orlando
Aurit, Scott A.	Associate Vice President	Omaha
Babcock, Chad E.	Associate Vice President	Kansas City
Baldwin, W.D. D.	Associate Vice President	Seattle
Bamert, Urs B.	Associate Vice President	New York
Barber, Andy A.	Associate Vice President	Louisville
Basrao, Pratibha	Associate Vice President	Folsom
Bauman, Jim M.	Associate Vice President	Ann Arbor
Bell, Lisa C.	Associate Vice President	Miami Lakes
Black, Daniel J.	Associate Vice President	Omaha

Display Name	Officer Title	Location
Blascovich, Sara J.	Associate Vice President	Mechanicsburg
Boley, Ryan P.	Associate Vice President	San Diego
Bott, James W.	Associate Vice President	Anchorage
Bresette, Aaron J.	Associate Vice President	Kansas City
Brunner, Robert V.	Associate Vice President	White Plains
Buchanan, Brian D.	Associate Vice President	San Antonio
Burfeind, Scott C.	Associate Vice President	Minneapolis
Burles, Holly G.	Associate Vice President	Walnut Creek
Butterfield, Michael C.	Associate Vice President	Cedar Rapids
Caldwell, Jarvis A.	Associate Vice President	Sacramento
Caprara, Craig T.	Associate Vice President	Missoula
Casey, David C.	Associate Vice President	Anchorage
Celik, Jennie S.	Associate Vice President	Cleveland
Chandler, Jonathan R.	Associate Vice President	Englewood
Chilingaryan, Vartan	Associate Vice President	Los Angeles
Cochran, Matthew D.	Associate Vice President	Springfield
Collins, Amanda J.	Associate Vice President	Omaha
Connor, Nancy F.	Associate Vice President	Vienna
Costa, Raphael C.	Associate Vice President	Tampa
Crozier, Allen R.	Associate Vice President	San Marcos
Cusick, Daniel V.	Associate Vice President	New York
Czarnecky, Jim T.	Associate Vice President	Brentwood
Dalager, Nathan P.	Associate Vice President	Thief River Falls
Dierking, Paul B.	Associate Vice President	Minneapolis
DiVirgilio, Eric C.	Associate Vice President	Boston
Doane, Jon W.	Associate Vice President	Fulton
Dohrendorf, Jasper A.	Associate Vice President	Missoula
Donley, Meghann C.	Associate Vice President	Boise
Duffy, Jennifer M.	Associate Vice President	San Diego
Dupilka, Erik H.	Associate Vice President	Virginia Beach

Display Name	Officer Title	Location
Dwyer, James C.	Associate Vice President	Austin
Eichenberger, James	Associate Vice President	Denver
Eisele, Ryan L.	Associate Vice President	Kansas City
Estrada, Gregorio	Associate Vice President	Irvine
Fauteux, Ricky D.	Associate Vice President	Charleston
Femmer, Carlos	Associate Vice President	Lafayette
Fisher, Gregory M.	Associate Vice President	White Plains
Fleming, William F.	Associate Vice President	Dallas
Fort, Jason R.	Associate Vice President	Phoenix
Fuhrmann, Mark W.	Associate Vice President	Minneapolis
Fuller, Jason A.	Associate Vice President	Pittsburgh
Garraffa, Ron C.	Associate Vice President	Baltimore
Geesey, Brett L.	Associate Vice President	Lafayette
Geiger, Ronald A.	Associate Vice President	Charlotte
Gershmel, Grant L.	Associate Vice President	Billings
Gilley, Calvin D.	Associate Vice President	Richmond
Gipson, Dean J.	Associate Vice President	San Diego
Gnibus, Timothy D.	Associate Vice President	Irvine
Gonzalez, Jose M.	Associate Vice President	San Antonio
Gorugantula, Srikanth	Associate Vice President	Fulton
Grams, Laura J.	Associate Vice President	Houston
Guthrie, Kyle R.	Associate Vice President	Brentwood
Hahn, Philip R.	Associate Vice President	Denver
Hall, Chad D.	Associate Vice President	Kansas City
Hall, Mark E.	Associate Vice President	Tampa
Halsted, Patrick A.	Associate Vice President	Omaha
Haraguchi, Gail Y.	Associate Vice President	Honolulu
Harris, Christine M.	Associate Vice President	Virginia Beach
Harris, Nathan J.	Associate Vice President	Phoenix
Harrison, Peter J.	Associate Vice President	Round Rock

Display Name	Officer Title	Location
Harrison, Todd L.	Associate Vice President	Seattle
Heavin, SCOTT S.	Associate Vice President	Kansas City
Hemingson, Todd K.	Associate Vice President	Austin
Heyman, John G.	Associate Vice President	Charlotte
Holder, Mark C.	Associate Vice President	Jacksonville
Honsberger, Heather L.	Associate Vice President	Phoenix
Housner, Lindsay A.	Associate Vice President	Chicago
Howell, Thomas D.	Associate Vice President	Portland
Hoyle, Laurissa E.	Associate Vice President	Glen Allen
Ivester, Heather	Associate Vice President	Boston
Jackson, Suzanne	Associate Vice President	Lawrenceville
Jacobs, Michael C.	Associate Vice President	Pittsburgh
Jenik, Warren F.	Associate Vice President	Tampa
Jensen, James R.	Associate Vice President	White Plains
Jensen, Todd R.	Associate Vice President	Spokane
Johnson, Andrew S.	Associate Vice President	Portland
Joy, Brandon M.	Associate Vice President	Denver
Kerns, Jason R.	Associate Vice President	Newport News
Khosla, Karan	Associate Vice President	Dallas
Khou, Try V.	Associate Vice President	Long Beach
Kinder, Richard C.	Associate Vice President	Boise
King, Jonathan M.	Associate Vice President	Fort Lauderdale
Kinsella, Clarice M.	Associate Vice President	Kansas City
Kochersperger, Gregory M.	Associate Vice President	Dallas
Kohl, Anna J.	Associate Vice President	Anchorage
Koorn, Shawn W.	Associate Vice President	Bellevue
Krieger, Ruth L.	Associate Vice President	New York

Display Name	Officer Title	Location
Krivanec, Christopher E.	Associate Vice President	Folsom
Kulpa, Sarah E.	Associate Vice President	Charlotte
LaFata, Catherine P.	Associate Vice President	Walnut Creek
Lake, Channe M.	Associate Vice President	Honolulu
Lanser, Jillian L.	Associate Vice President	Arlington
Leon, Luis R.	Associate Vice President	Claremont
Lewis, Michael P.	Associate Vice President	New York
Lloyd, Kevin J.	Associate Vice President	Mahwah
Longsdorf, Jason M.	Associate Vice President	Denver
Lutz, Lisa M.	Associate Vice President	Sacramento
Lyons, Thomas F.	Associate Vice President	Charlotte
MacNeil, Mike S.	Associate Vice President	White Plains
Macneil, Steven D.	Associate Vice President	Concord
Mah, Moshik S.	Associate Vice President	Los Angeles
Malik, Raheel	Associate Vice President	New York
Manso, Javier	Associate Vice President	Miami Lakes
Martello, Michael J.	Associate Vice President	New York
Matthews, Jessica L.	Associate Vice President	Bellevue
Mayer, Mona R.	Associate Vice President	Austin
McCabe, Tom O.	Associate Vice President	Honolulu
McCaskill, Andrew F.	Associate Vice President	Portland
McConville, Matthew T.	Associate Vice President	Omaha
McPherson, Ronald L.	Associate Vice President	Anchorage
McVicker, LuAnn C.	Associate Vice President	San Francisco
Meder, Shannon R.	Associate Vice President	Charleston
Michnovetz, Eric J.	Associate Vice President	Boston
Miller, Scott R.	Associate Vice President	Phoenix
Mims, Aimie L.	Associate Vice President	Minneapolis
Mitchell, Jeffrey J.	Associate Vice President	Houston

Display Name	Officer Title	Location
Moody, Will W.	Associate Vice President	Raleigh
Moore, Travis T.	Associate Vice President	Denver
Morrison, Doug W.	Associate Vice President	Kansas City
Mowat, Robert E.	Associate Vice President	Austin
Murray, Jeffrey S.	Associate Vice President	Raleigh
Naughton, Michael J.	Associate Vice President	Newark
Neshyba, Keith A.	Associate Vice President	Houston
Ngau, Guinevere	Associate Vice President	New York
Nguyen, Chau-Ha T.	Associate Vice President	Denver
O'Neill, Patrick W.	Associate Vice President	San Diego
Owens, Todd D.	Associate Vice President	Kansas City
Palilla, Marco J.	Associate Vice President	Folsom
Palmatier, Alexander M.	Associate Vice President	Winston Salem
Pantelides, John	Associate Vice President	New York
Pargas, Ricardo A.	Associate Vice President	Tucson
Patel, Sameer N.	Associate Vice President	Ann Arbor
Patel, Sheena C.	Associate Vice President	Walnut Creek
Peik, Steven C.	Associate Vice President	Houston
Peterman, Lance G.	Associate Vice President	Rosemont
Plummer, Mike D.	Associate Vice President	Charlotte
Popenhagen, Brandi M.	Associate Vice President	Minneapolis
Proctor, Frank D.	Associate Vice President	Vancouver
Pucci, Michael W.	Associate Vice President	White Plains
Putnam, Mary S.	Associate Vice President	Omaha
Quiroz, Christina M.	Associate Vice President	Mahwah
Raila, Susan	Associate Vice President	New York
Ray, David G.	Associate Vice President	Englewood

Display Name	Officer Title	Location
Reinicker, Brian R.	Associate Vice President	Charlotte
Renner, Paula S.	Associate Vice President	Omaha
Richards, James E.	Associate Vice President	Bellevue
Robinson, Bradford C.	Associate Vice President	Concord
Rodriguez, Albert	Associate Vice President	Austin
Rodriguez, Christopher B.	Associate Vice President	Albuquerque
Rohan, David P.	Associate Vice President	Omaha
Rood, Beth P.	Associate Vice President	Seattle
Rosca, Gheorghe	Associate Vice President	Irvine
Rouse, Eric C.	Associate Vice President	Englewood
Saffels, Ryan D.	Associate Vice President	Kansas City
Salazar, Joshua A.	Associate Vice President	Ann Arbor
Semenick, Richard C.	Associate Vice President	New York
Serpico, Stephanie L.	Associate Vice President	Bend
Shafer, Mark W.	Associate Vice President	Kansas City
Shaner, Joanne M.	Associate Vice President	Cleveland
Sheppard, Alan A.	Associate Vice President	Pooler
Shockley, Adam C.	Associate Vice President	Austin
Sklavounakis, Christothea	Associate Vice President	New York
Smart, Craig W.	Associate Vice President	Las Vegas
Smith, Anna Lynn	Associate Vice President	Philadelphia
Smith, Kathleen G.	Associate Vice President	Austin
Solis, Alejandro J.	Associate Vice President	Washington
Sommer, Daniel L.	Associate Vice President	Omaha
Stahulak, Jamie J.	Associate Vice President	Madison
Steinhart, Pamela J.	Associate Vice President	Irvine
Storgaard, Tena M.	Associate Vice President	Bellevue
Stremmel, Jacob A.	Associate Vice President	Blue Ash
Sullivan, Allen R.	Associate Vice President	Colorado Springs
Sutherland, Andrew W.	Associate Vice President	Ann Arbor
Tannehill, Shelly M.	Associate Vice President	Folsom

Display Name	Officer Title	Location
Terry, Melissa J.	Associate Vice President	Corpus Christi
Tonilas, Bruce J.	Associate Vice President	Denver
Turbiville, Heath E.	Associate Vice President	Gillette
Vaccaro, Alicia M.	Associate Vice President	Mahwah
Van Dien, James P.	Associate Vice President	Bethlehem
Van Santen, Victor E.	Associate Vice President	Rosemont
Villarreal, Gabriel J.	Associate Vice President	Austin
Volk, Daniel G.	Associate Vice President	Omaha
Warner, Terry R.	Associate Vice President	Salt Lake City
Warrix, Todd C.	Associate Vice President	San Antonio
West, Jonathan P.	Associate Vice President	Louisville
Williams, Erin H.	Associate Vice President	Atlanta
Williamson, Sheri S.	Associate Vice President	Rock Hill
Wong, David W.	Associate Vice President	Rosemont
Wood, Katherine M.	Associate Vice President	Anchorage
Wooten, John D.	Associate Vice President	Dallas
Yescas, Javier A.	Associate Vice President	San Diego
Young, Christina R.	Associate Vice President	Omaha
Zapata, Leonel A.	Associate Vice President	Miami Lakes
Zimmerman, Erich	Associate Vice President	Syracuse
Debs, Jody K.	Secretary	Denver
Buell, Elizabeth C.	Assistant Secretary	Omaha
Vik, Laurie S.	Assistant Secretary	Omaha
Heaney, Kathy Heaney M.	Treasurer	Omaha
Cox, Joseph R.	Assistant Treasurer	Omaha
White, Troy L.	Assistant Treasurer	Omaha



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
13

DEPARTMENT: Finance

CONSENT

DIRECTOR: Venetta Appleyard

SUBJECT:

For possible action to approve the ratification of award of Contract No. 220010-HM, Blanket Designated Services Contract for Environmental Engineering - Environmental Professional Services - Department of Public Works - Award recommended to: NOVA GEOTECHNICAL AND INSPECTION SERVICES LLC DBA UNIVERSAL ENGINEERING SCIENCES (Not-to-Exceed \$300,000 - Various Funds) - All Wards

FISCAL IMPACT:

Budget Funds Available

Amount: Not-to-Exceed \$300,000

Funding Source: Various Funds

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This contract was awarded on July 20, 2021, by the Purchasing and Contracts Manager in order to comply with the Nevada Division of Environmental Protection's 30-day requirement for an installation and monitoring plan for two additional groundwater monitoring wells adjacent to the new City Courthouse, in the area designated for City Plaza. This contract will also provide professional services in support of other projects for the City's Capital Improvement Plan on a task order basis, for a three (3) year term with no renewal options. Award of this contract 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. NOVA Geotechnical and Inspection Services LLC DBA Universal Engineering Sciences is 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. Contract No. 220010-HM
2. Certificate - Disclosure of Ownership and Principals

BLANKET DESIGNATED SERVICES CONTRACT FOR ENVIRONMENTAL ENGINEERING – ENVIRONMENTAL PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into this 20th day of July, 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 **NOVA Geotechnical and Inspection Services, LLC dba Universal Engineering Sciences**, (the "Consultant"), a Limited Liability Company, (LLC), whose address is **4480 W. Hacienda Avenue, Suite 104, Las Vegas, Nevada 89118**.

WITNESSETH:

WHEREAS, the City intends to construct the VARIOUS PROJECTS RELATED TO THE CITY'S CAPITAL IMPROVEMENT PROGRAM (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Contract; 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, with respect to each project, 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;

WHEREAS, the parties hereto intend with the execution of this Contract to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.1) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

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 **Definition.** A "**Project Task Order**" refers to that document which sets forth the specific services to be provided by the Consultant in connection with a particular Project.
- 1.2 **Issuance.** If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Contract.
- 1.3 **Services.** For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Contract. 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 thereto and incorporated therein as a part of this Contract and, if so requested, the additional services set forth in the Additional Compensation, Exhibit "E" attached thereto and incorporated therein as a part of this Contract and to provide the submittals described in the Required Submittals Exhibit "B," attached thereto.

- 1.4 **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.
- 1.5 **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.
- 1.6 **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.
- 1.7 **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 and each Project Task Order shall be performed by the personnel identified in the Key Personnel List and by the personnel identified in each Project Task Order 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 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.

- 1.8 **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.
- 1.9 **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.
- 1.10 **Responsibility for Construction Document Revisions**
- 1.10.1 **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.
- 1.10.2 **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 for **THREE-YEARS** from the date of approval 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 Task Orders.** Task Orders executed during the term of this Contract shall remain in force under the terms of this Contract until the responsibilities for each Task Order are completed, even if this Contract is no longer in effect.
- 6.3 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.
- 6.4 Renewals.** The City may, at its sole option, extend the term of this Contract for up to **NO RENEWALS** beyond the initial term in 6.1. The City shall provide written notice to the Consultant of such extension, and the Consultant may not assume an automatic renewal. Exercise of a renewal option does not commit the City to exercise further options. Renewal option periods shall be executed under the same terms as this Contract unless the parties agree otherwise. Upon the exercise of a renewal option, the Total Not to Exceed Fee shall renew for the same amount as this Contract and expire any unused Not to Exceed Fee from the previous contract or renewal option.

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 individual task order's scope of services, the City agrees to pay the Consultant the fee in the amount identified in the task order based on Fee Breakdown, Exhibit "D" and Compensation, Exhibit "E", attached hereto, pursuant to invoices submitted in accordance with Section 7.4 of this Contract.

- 7.2 Compensation: Additional Services.** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.
- 7.3 Compensation: Reimbursable Expenses.** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of Additional Compensation.
- 7.4 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.
- 7.5 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.
- 7.6 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 percentage of completion of the Project, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this 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 percentage of the Project completed at the time of suspension

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of 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 A 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 its 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 Indemnities 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 Indemnities pursuant to this Section, unless the Indemnities, 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 Indemnities 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 "G" (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G," the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within fifteen (15) days of such change.

10.10 Consultant's Employees. The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action

with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this 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 Statute ("NPRSA") and that certain Confidential Information may be subject to the NPRSA. 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 NPRSA; (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 NPRSA 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 NPRSA 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 NPRSA shall still remain subject to the confidentiality obligations stated in this Agreement. In the event City receives any subpoena, demand, or request under the NPRSA 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 NPRSA, 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, prior to executing each Project Task Order, 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

NOVA (UNIVERSAL ENGINEERING SCIENCES)

By: Tonya Kemble 07/20/2021
Tonya Kemble, Manager, Purchasing & Contracts

By: [Signature] 7-20-21
James Bristow, Principal

ATTEST

By: [Signature]
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 7/19/21
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

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 "	CERTIFICATE OF DISCLOSURE
EXHIBIT " H "	PROJECT TASK ORDER

*** Any conflicts between the proceeding Contract and the following Exhibits shall be governed by the Contract.**

EXHIBIT A

SCOPE OF SERVICES

100 GENERAL

100.1 The Scope of Services for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

100.1.1 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.

100.2 The Scope of Services included in each Project Task Order may include any professional services that the Consultant is capable of providing in support of the City's Capital Improvement Program including, but not limited, to the following services:

Environmental Engineering – Environmental Professional Services

100.2.1 The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all sub-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.

100.3 Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

100.4 Project Management Software. Upon City request, Consultant shall utilize the City's online project management 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.

100.4.1 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.

100.4.2 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.

100.5 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.

100.6 ***Photos.*** The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of the Task Order. Photographs of the Project taken by the Consultant after final Consultant payment for the Task Order will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

END OF EXHIBIT "A"

EXHIBIT B REQUIRED SUBMITTALS

200 GENERAL

- 200.1** The Required Submittals for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".
- 200.2** Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, land acquisitions, right of way dedications, easements, utility and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.
- 200.3** All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.
- 200.4** 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.

END OF EXHIBIT "B"

EXHIBIT C

PERFORMANCE SCHEDULE

300 GENERAL

- 301 CONTRACT TERM AND RENEWALS.** SECTION 6 – TERM OF THE CONTRACT delineates the term of the contract and any renewal options, if applicable.
- 302 TASK ORDER.** The Performance Schedule for each executed Project Task Order shall be as stated in the Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "C"

EXHIBIT D

FEE BREAKDOWN

400 GENERAL

- 400.1** The Fee Breakdown for this Contract shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".
- 400.2** The total Blanket Contract maximum not-to-exceed fee for all of the Project Task Orders is **\$300,000.00**

401 PAYMENT

- 401.1** Payments made under this contract will be in accordance with Section 7.0 - Compensation and Terms of Payment.
- 401.2** The City Representative shall have the authority to make such work scope adjustments to the line items within the task orders 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 and (2) the Total Not to Exceed Cost for the contract/task order are not exceeded.

END OF EXHIBIT "D"

EXHIBIT E

COMPENSATION

500 CONSULTANT HOURLY RATES

500.1 The following hourly rates are to be used as the basis for negotiation of task orders. These hourly rates are valid for the duration of the Project and include all salary costs, overhead, profit, administration, direct costs except as detailed in Section 7.3. 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
Certified Industrial Hygienist/Certified Safety Professional	\$190
Principal Environmental Professional Engineer	\$175
Nevada Certified Environmental Manager	\$145
Professional Staff/Project Manager	\$ 95
Environmental Technician/Inspector	\$ 80

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	NOT-TO-EXCEED
Laboratory services will be approved on a task order basis using the rates listed in "Attachment E-1"	Per approved task order	Per approved task order	Per approved task order.

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.

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: Jeremy Leavitt, P.E., Program Manager

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Steve Ford, P.E., City Engineer

600.3 CITY REPRESENTATIVE FOR EACH SUBSEQUENT PROJECT TASK ORDER: As stated in each Project Task Order.

601 CONSULTANT'S PROJECT STAFF

601.1 Unless stated otherwise in the Project Task Order, The following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes or additions require City approval.

601.1.a CONSULTANT REPRESENTATIVE (who may also be one of the following staff): Tomokazu Taniuchi

601.1.b RESPONSIBLE IN CHARGE PERSON: Tomokazu Taniuchi

601.1.c IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER

(*List name of individual Architect, Individual Engineer, or Contractor company name as licensed:
Tomokazu Taniuchi – NV CEM 2446

601.1.d PROJECT MANAGER: TBD

601.1.e TECHNICIAN/CADD: TBD

601.1.f CLERICAL: TBD

601.2 CONSULTANT'S SUBCONSULTANTS

601.2.a Unless stated otherwise in the Project Task Order, the following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.

None. All work to be performed by Consultant employees.

END OF EXHIBIT "F"

EXHIBIT "G"

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: Nova Geotechnical and Inspection Services, LLC dba Universal Engineering Sciences	
Address: 4480 W. Hacienda Ave., Suite 104	City / ST / Zip: Las Vegas, NV 89118
Telephone: 702-873-3478	EIN or DUNS : 45-4136947
Block 2: Description / Subject Matter of Contract	
Services for: Environmental Consulting	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	Obsidian Group Acquisitions, Inc.	525 South Flagler Dr. West Palm Beach, FL 33401	561-659-9022
2	James Bristow / Principal	4480 W. Hacienda Ave., Suite 104 Las Vegas, NV 89118	702-873-3478
3	Sy Israel / Principal	4205 Vineland Rd., Suite L1 Orlando, FL 32811	407-423-0504
4	Frank Frione / Principal	1215 Wallace Drive Delray Beach, FL 33444	561-347-0070
5	Fred Kaub / Principal	1215 Wallace Drive Delray Beach, FL 33444	561-347-0070
6	Gary Elzweig / Partner	525 South Flagler Dr. West Palm Beach, FL 33401	561-659-9022
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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.

Signature _____
6/29/2021
Date

Subscribed and sworn to before me this 29th day of June, 2021
Brenda R. Pinkston
Notary Signature

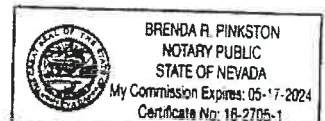


EXHIBIT "H"
PROJECT TASK ORDER

Number H- _____

FOR
MATERIAL TESTING AND SPECIAL INSPECTION

Blanket Services Contract Name:	
Consultant Name:	
Contract Services Listed:	
Contract/Option Period From:	To
Contract/Option Year Not-to-Exceed Fee:	\$
Aggregate Task Order value for current option year (prior to this Task Order):	\$
Amount of this Task Order	\$
Contract amount remaining after this Task Order:	\$

Whereas the City and Consultant have signed a Blanket Services Contract for the Consultant to provide professional services described in the Contract for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Services Contract to provide services for the following named Project:

Project Name:
Location:
Description:
Construction Cost \$ Budget:

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A – Scope of Services

1001 THE PROJECT

Proposal Included. In addition to the services to be provided within this Contract and its Exhibits, the scope of services is additionally contained in the Consultant's proposal dated , attached and included as **Exhibit "H_-1"**.

SCOPE OF PROJECT. As shown on the attachment to this Exhibit, titled

1001.1.1 **SCOPE OF SERVICES.**

-----TYPE IN THE ENTIRE DETAILED SCOPE OF SERVICES FOR THIS PROJECT TASK ORDER HERE -----

1001.2 MasterWorks Software. Upon City request, Consultant shall utilize the City's online project management 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.

1001.2.1 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.

1001.2.2 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.
- 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.

END OF SECTION "A"

Section B – Required Submittals

2001 SUBMITTALS

2001.1 In addition to the submittals required by the Blanket Services Contract For the services set forth in Section "A" (Scope of Services) of this Project Task Order, the Consultant shall deliver the following minimum submittals and deliverables for the Project, 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.

**-----TYPE IN THE ENTIRE DETAILED SCOPE OF THE DELIVERABLES FOR THIS PROJECT TASK ORDER
HERE -----**

2001.2 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

END OF SECTION "B"

Section C – Performance Schedule

3000.2 For the services set forth in Section "A" (Scope of Services) of this Project Task Order, the Consultant shall accomplish the services in accordance with the following schedule.

3000.2.1 Project Task Order. Site access is hereby provided to the Consultant by the City for the scope of services contained in this Project Task Order. The maximum allowed time to complete each portion of the work is as follows:

BY PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Programming and Conceptual Design	00	Includes 2 week City review period.
Schematic Design	00	Includes 2 week City review period.
Design Development	00	Includes 1 week City review period.
Construction Documents	00	City review is concurrent with drawings.
Bidding		City determined.
Construction		City determined.
Post Construction		City determined.
TOTAL	0	

DELETE THE TABLE ABOVE OR BELOW THAT IS NOT USED FOR YOUR TASK ORDER - - - -

BY TASK	CALENDAR DAYS TO COMPLETE	REMARKS
TOTAL	0	

END OF SECTION "C"

Section D – Fee Breakdown

4000 COMPENSATION

4000.1 The maximum compensation to be paid to the Consultant for performance of this Contract including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed \$_____. Increases to total compensation may only be authorized by written amendment or change order to this Task Order. This compensation amount is comprised of the parts described in this Section "D" (Fee Breakdown).

--- SELECT ONE OF THE FOLLOWING PAYMENT METHODS AND DELETE THE OTHER OPTIONS ---

4001 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON HOURLY AND TESTING RATES

For the services set forth in Section "A" (Scope of Services), the City agrees to pay to the Consultant in accordance with Section 7.0 and Appendix E for each phase of the Project identified in this Section "D" (Fee Breakdown). The Consultant agrees to perform the services required under this Contract Section "A" (Scope of Service) for the not-to-exceed amount set forth in this Section "D" (Fee Breakdown). Payment shall be made for each phase pursuant to monthly invoices submitted in accordance with this Contract based upon the percentage of services completed for each phase. The not-to-exceed fee shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services).

PHASE	PERCENT of TOTAL	NOT-TO-EXCEED FEE	REMARKS
Programming and Conceptual Design	%	\$0.00	
Schematic Design	%	\$0.00	
Design Development	%	\$0.00	
Construction Documents	%	\$0.00	
Bidding	%	\$0.00	
Construction	%	\$0.00	
Post Construction	%	\$0.00	
	TOTAL	\$0.00	

4001.1 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF DELIVERABLES

For the services set forth in Section "A" (Scope of Services), the City agrees to pay to the Consultant in accordance with Section 7.0 and Appendix E based upon the completed of, and acceptance by the City, of each Deliverable identified in Section "A" (Scope of Services). The Consultant agrees to perform the services and complete the Deliverables required under this Contract Section "A" (Scope of Services) for not-to-exceed amount set forth in this Section "D" (Fee Breakdown). Payment shall be made for each completed Deliverable pursuant to invoices submitted in accordance with this Contract. The not-to-exceed fee shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

DELIVERABLE	NOT-TO-EXCEED FEE	REMARKS
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
TOTAL	\$0.00	

OR ----- (DELETE METHODS NOT USED) -----

4001.2 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF TASKS

The City agrees to pay the consultant in accordance with Section 7.0 and Appendix for each task and, if applicable, each subtask, set forth in Section "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the not-to-exceed amount of set forth in this Section "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract. The not-to-exceed fee shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

TASK	QUANTITY	UNIT PRICE	UNIT	ESTIMATED COST
		\$0.00	Per	\$0.00
		\$0.00	Per	\$0.00
		\$0.00	Per	\$0.00
		\$0.00	Per	\$0.00
		\$0.00	Per	\$0.00
		\$0.00	Per	\$0.00
		\$0.00	Per	\$0.00
			TOTAL	\$0.00

OR ----- (DELETE METHODS NOT USED) -----

4001.3 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF TASKS

The City agrees to pay the fixed fee unit price attributable to each task and, if applicable, each subtask, set forth in Section "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Section "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract. The fixed fee unit price shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

A Total Not-To-Exceed Cost for Completion of Tasks is hereby established as set forth below. The quantity of tasks will be determined and pre-authorized in writing to the Consultant by the City Representative over the course of the Project, including adjustments of the estimated quantity of units between line-item tasks, without the need to amend this Contract up to the Total Not-To-Exceed Cost. Fees for additional tasks not described in this Section "D" (Fee Breakdown) may be negotiated over the course of the Project and utilized as part of the Total Not-To-Exceed Cost for Completion of Tasks without amending this Contract. Tasks performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost for Completion of Tasks shall not be obligated for compensation.

Increases to the Total Not-To-Exceed Cost for Completion of Tasks may only be authorized by amendment or change order to this Contract. Amendments or change orders to this Contract must be in writing and signed by both parties prior to the performance of any service resulting in an increase to this Total Not-To-Exceed Cost for Completion of Tasks.

TASK	FIXED FEE UNIT PRICE	UNIT	ESTIMATED QUANTITY OF UNITS	ESTIMATED COST	REMARKS
	\$	Per	1	\$	
	\$	Per	1	\$	
	\$	Per	1	\$	
	\$	Per	1	\$	
	\$	Per	1	\$	
TOTAL NOT-TO-EXCEED COST				\$	

OR - - - - (DELETE METHODS NOT USED) - - - -

4001.4 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON HOURLY AND TESTING RATES

For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant based upon the Consultant hourly rates and testing rates established in the Consultant's attached proposal dated _____ based upon the completed and approved services performed for the prior month. The Consultant agrees to perform the services required under this Contract Exhibit "A" (Scope of Services) for no more than the amount of the Total Not-to-Exceed Cost set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made pursuant to monthly invoices submitted in accordance with this Contract. The Total Not-to-Exceed Cost shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

SERVICE	NOT-TO-EXCEED COST	REMARKS
Special Inspection and Materials Testing	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
TOTAL NOT TO EXCEED COST	\$0.00	

4001.5 The amounts shall not be shifted between the Not-to-Exceed Cost for each service shown above unless the City Representative so authorizes in writing.

4002 ALLOWANCE FOR ADDITIONAL SERVICES

4002.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

4002.2 Additional Services are services provided in the interests of the Project that are not set forth in Section "A" (Scope of Services).

4002.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Section "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Section "E" (Additional 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.

4002.4 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 or change order to this Contract to allow them as Reimbursable Expenses.

4002.5 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment or change order to this Contract.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	\$0	Material Testing and Special Inspection

END OF SECTION "D"

Section E – Additional Compensation

5000 RATES AND REIMBURSABLES

5000.1 Consultant Hourly Rates: Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

5000.2 Additional Services Rates: Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

5000.3 Reimbursable Expenses: Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

Section F – Key Personnel List

Unchanged from the description included in Exhibit "F" of the Blanket Services Contract, except as follows:

- CITY REPRESENTATIVE:
- CITY REPRESENTATIVE'S SUPERVISOR:

----- THE PROJECT MANAGER'S NAME SHOULD BE LISTED FOR THIS TASK ORDER PROJECT. -----

Section F – Disclosure

Unchanged since signing Exhibit "G" of the Blanket Services Contract.

----- VERIFY WITH THE CONSULTANT -----

Upon execution hereof, this Project Task Order shall be attached to the Blanket Services Contract referenced herein.

Dated this _____ day of _____, _____.

By: _____

CONSULTANT

By: _____

CITY

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

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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	
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Address: 4480 W. Hacienda Ave., Suite 104	City / ST / Zip: Las Vegas, NV 89118
Telephone: 702-873-3478	EIN or DUNS : 45-4136947
Block 2: Description / Subject Matter of Contract	
Services for: Environmental Consulting	Project Number:
Block 3: <u>Type of Business</u>	
☐ 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
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2	James Bristow / Principal	4480 W. Hacienda Ave., Suite 104 Las Vegas, NV 89118	702-873-3478
3	Sy Israel / Principal	4205 Vineland Rd., Suite L1 Orlando, FL 32811	407-423-0504
4	Frank Frione / Principal	1215 Wallace Drive Delray Beach, FL 33444	561-347-0070
5	Fred Kaub / Principal	1215 Wallace Drive Delray Beach, FL 33444	561-347-0070
6	Gary Elzweig / Partner	525 South Flagler Dr. West Palm Beach, FL 33401	561-659-9022
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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.

Signature
6/29/2021

Date

Subscribed and sworn to before me this 29th day of June, 2021
Brenda R Pinkston
Notary Signature





AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
14

DEPARTMENT: Planning
DIRECTOR: Seth Floyd

CONSENT

SUBJECT:

For possible action to approve a Beer Wine Room License for a Change of Ownership FROM: VIVA LAS VEGAS CENTER, INC. TO: LAS VEGAS WEDDING BUREAU, LLC dba VIVA LAS VEGAS WEDDINGS at 1205 South Las Vegas Boulevard - Ward 3 (Diaz)

FISCAL IMPACT:

None

PURPOSE/BACKGROUND:

For possible action to approve a Beer Wine Room License for a Change of Ownership.

RECOMMENDATION:

Staff recommends APPROVAL.

BACKUP DOCUMENTATION:

1. Ownership
2. Location Map

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 4, 2021

DEPARTMENT: PLANNING

ITEM DESCRIPTION: For possible action to approve a Beer Wine Room License for a Change of Ownership FROM: VIVA LAS VEGAS CENTER, INC. TO: LAS VEGAS WEDDING BUREAU, LLC dba VIVA LAS VEGAS WEDDINGS at 1205 South Las Vegas Boulevard - Ward 3 (Diaz)

OWNERSHIP:

LAS VEGAS WEDDING BUREAU, LLC

Clifford Paul Evarts, Manager

Evarts Family Trust, Managing Member

Clifford Paul Evarts, Trustee



-  Freeways
-  Subject Property
-  City Limits
-  Site Location

Viva Las Vegas Weddings
1205 South Las Vegas Boulevard
Ward #3



GIS maps are normally produced only to meet the needs of the City. Due to the dynamic nature of the city, this map is for reference only. Geographic Information System Planning & Development Dept. 702-229-9301

Date: Tuesday, July 13, 2021



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
15

DEPARTMENT: Planning
DIRECTOR: Seth Floyd

CONSENT

SUBJECT:

For possible action to approve an Ancillary Internet Sales License for NEVADA TOWN, INC. dba SAHARA LIQUOR at 4601 West Sahara Avenue, Suite Y [Amir Habib, President, Secretary, Treasurer, Director, Shareholder] - Ward 1 (Knudsen)

FISCAL IMPACT:

None

PURPOSE/BACKGROUND:

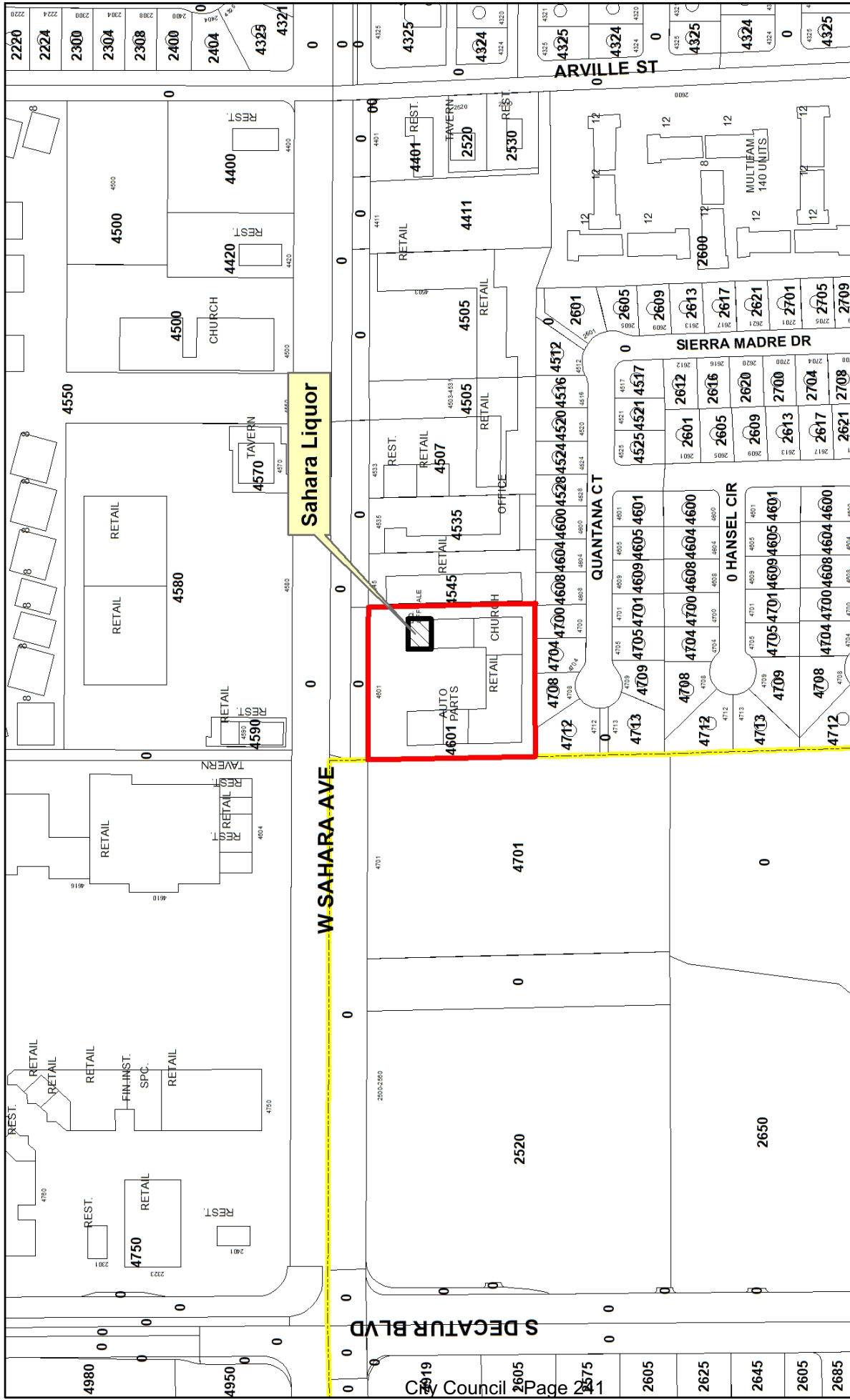
For possible action to approve an Ancillary Internet Sales License.

RECOMMENDATION:

Staff recommends APPROVAL.

BACKUP DOCUMENTATION:

1. Location Map



- Freeways
- Subject Property
- City Limits
- Site Location

Sahara Liquor
4601 West Sahara Avenue, Suite Y
Ward #1



GIS maps are normally produced only to meet the needs of the City. Due to the dynamic nature of the city, this map is for reference only. Geographic Information System Planning & Development Dept. 702-229-6301

Date: Wednesday, June 23, 2021



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
16

DEPARTMENT: Planning
DIRECTOR: Seth Floyd

CONSENT

SUBJECT:

For possible action to approve an Ancillary Internet Alcohol Sales License for NEVADA FINE WINE & SPIRITS, LLC dba TOTAL WINE & MORE at 730 South Rampart Boulevard - Ward 2 (Seaman)

FISCAL IMPACT:

None

PURPOSE/BACKGROUND:

For possible action to approve an Ancillary Internet Sales License.

RECOMMENDATION:

Staff recommends APPROVAL.

BACKUP DOCUMENTATION:

1. Ownership
2. Location Map

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 4, 2021

DEPARTMENT: PLANNING

ITEM DESCRIPTION: For possible action to approve an Ancillary Internet Alcohol Sales License for NEVADA FINE WINE & SPIRITS, LLC dba TOTAL WINE & MORE at 730 South Rampart Boulevard - Ward 2 (Seaman)

OWNERSHIP:

NEVADA FINE WINE & SPIRITS, LLC

RSSI Management Inc., Manager

Thomas Haubenstricker, Secretary, Treasurer

David J. Trone, Member

Robert L. Trone, Member

SPT 2013 Receiving Trust, Member

George Mavrikes, Trustee

Robert Shaffer, Trustee

NRT 2013 Receiving Trust, Member

David J. Trone, Trustee

George Mavrikes, Trustee

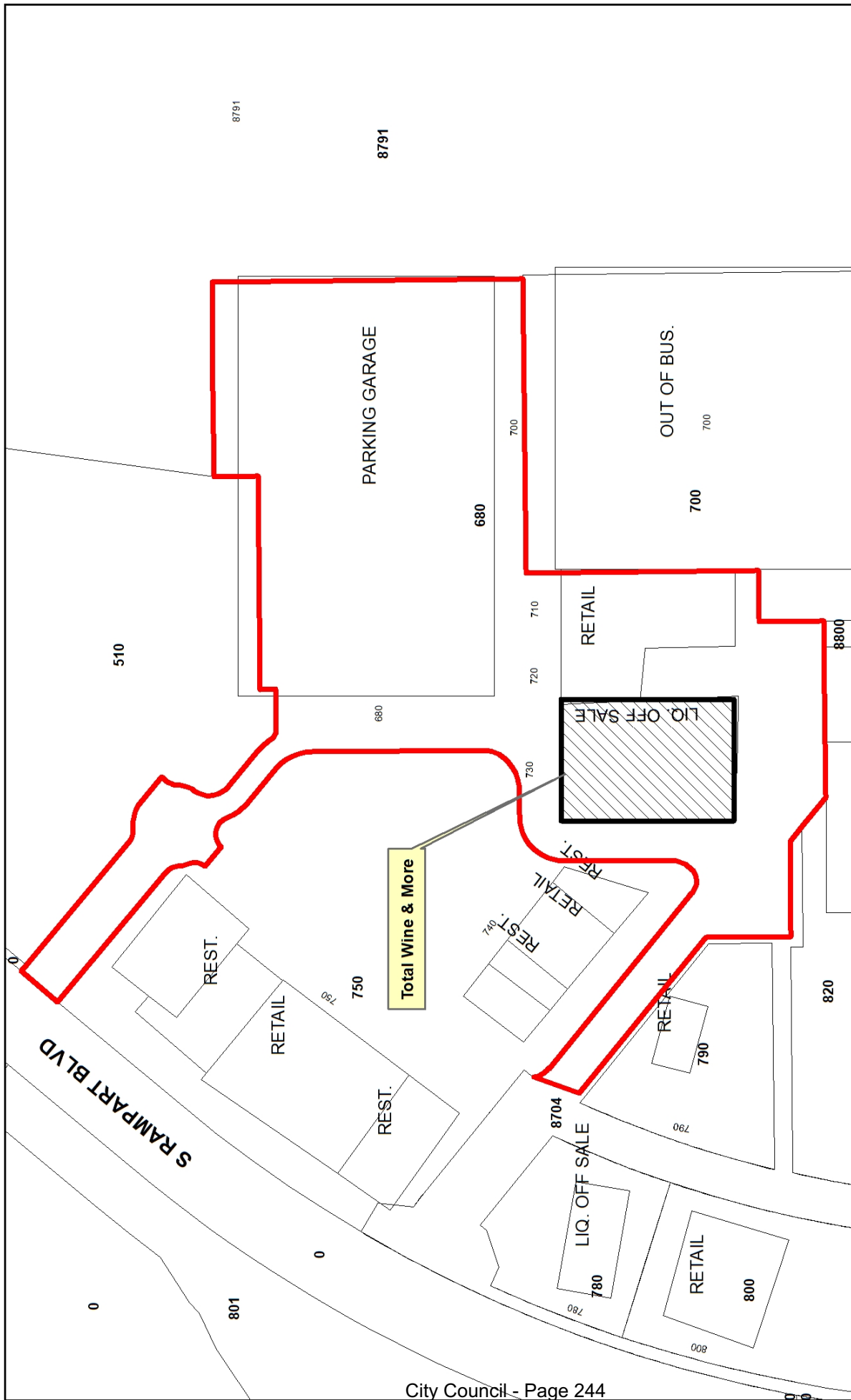
Robert Shaffer, Trustee

RJT 2013 Receiving Trust, Member

David J. Trone, Trustee

George Mavrikes, Trustee

Robert Shaffer, Trustee



- Freeways
- Subject Property
- City Limits
- Site Location

Total Wine & More **730 South Rampart Boulevard** **Ward #2**



GIS maps are normally produced only to meet the needs of the City. Due to the dynamic nature of the city, this map is for reference only. Geographic Information System Planning & Development Dept. 702-229-6301





AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
17

DEPARTMENT: Planning
DIRECTOR: Seth Floyd

CONSENT

SUBJECT:

For possible action to approve an Ancillary Internet Alcohol Sales License for NEVADA FINE WINE & SPIRITS, LLC dba TOTAL WINE & MORE at 5720 Centennial Center Boulevard - Ward 6 (Fiore)

FISCAL IMPACT:

None

PURPOSE/BACKGROUND:

For possible action to approve an Ancillary Internet Sales License.

RECOMMENDATION:

Staff recommends APPROVAL.

BACKUP DOCUMENTATION:

1. Ownership
2. Location Map

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 4, 2021

DEPARTMENT: PLANNING

ITEM DESCRIPTION: For possible action to approve an Ancillary Internet Alcohol Sales License for NEVADA FINE WINE & SPIRITS, LLC dba TOTAL WINE & MORE at 5720 Centennial Center Boulevard - Ward 6 (Fiore)

OWNERSHIP:

NEVADA FINE WINE & SPIRITS, LLC

RSSI Management Inc., Manager

Thomas Haubenstricker, Secretary, Treasurer

David J. Trone, Member

Robert L. Trone, Member

SPT 2013 Receiving Trust, Member

George Mavrikes, Trustee

Robert Shaffer, Trustee

NRT 2013 Receiving Trust, Member

David J. Trone, Trustee

George Mavrikes, Trustee

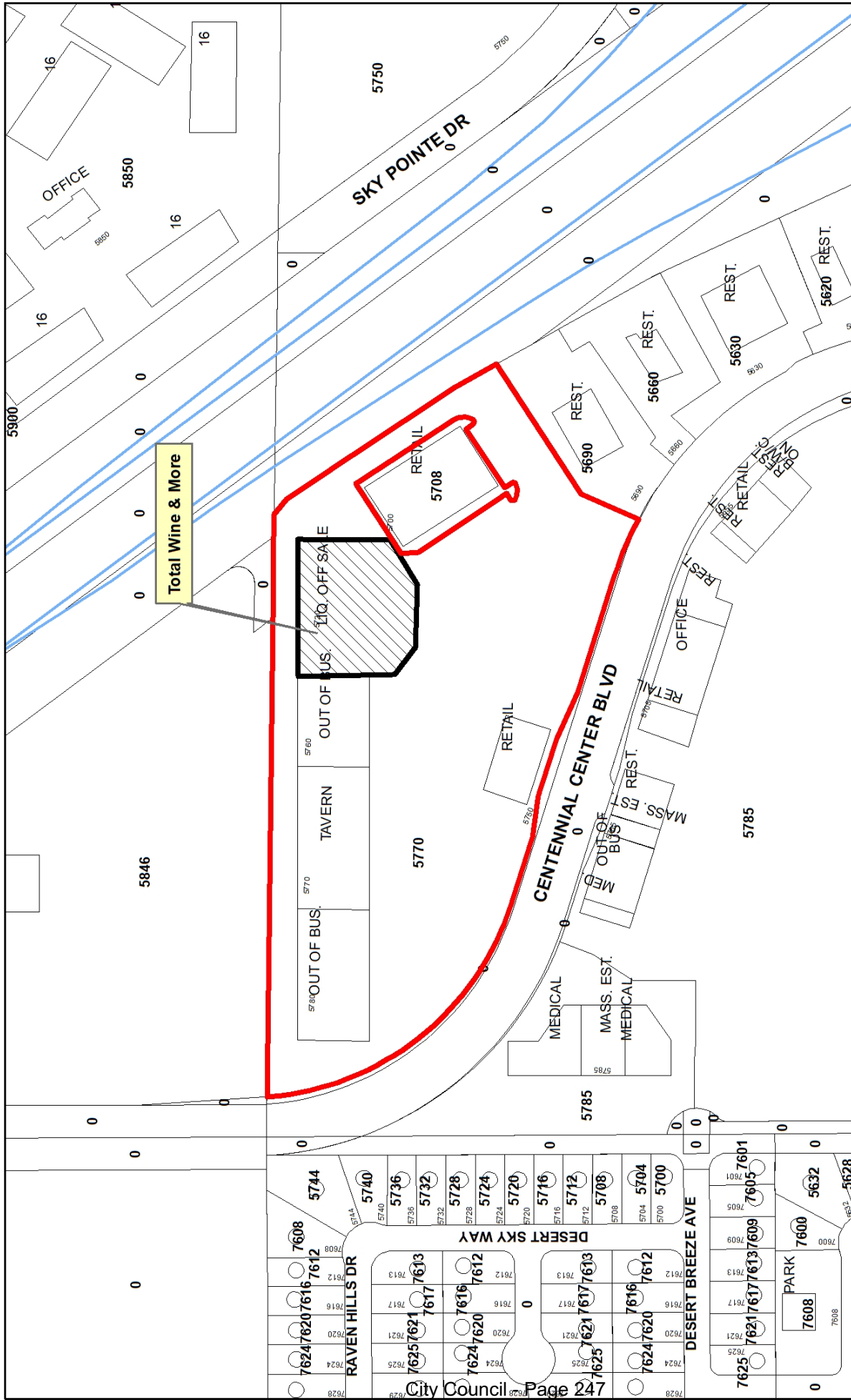
Robert Shaffer, Trustee

RJT 2013 Receiving Trust, Member

David J. Trone, Trustee

George Mavrikes, Trustee

Robert Shaffer, Trustee



- Freeways
- Subject Property
- City Limits
- Site Location

Total Wine & More
5720 Centennial Center Boulevard
Ward #6



GIS maps are normally produced only to meet the needs of the City. Due to the dynamic nature of the data, this map is for reference only. Geographic Information System Planning & Development Dept. 702-229-9301

Date: Wednesday, June 23, 2021



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
18

DEPARTMENT: Planning
DIRECTOR: Seth Floyd

CONSENT

SUBJECT:

For possible action to approve a Temporary Beer Wine Room License OWL LOUNGE, LLC dba THE OWL LOUNGE at 3101 West Sahara Avenue - Ward 1 (Knudsen)

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

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 4, 2021

DEPARTMENT: PLANNING

ITEM DESCRIPTION: For possible action to approve a Temporary Beer Wine Room License OWL LOUNGE, LLC dba THE OWL LOUNGE at 3101 West Sahara Avenue - Ward 1 (Knudsen)

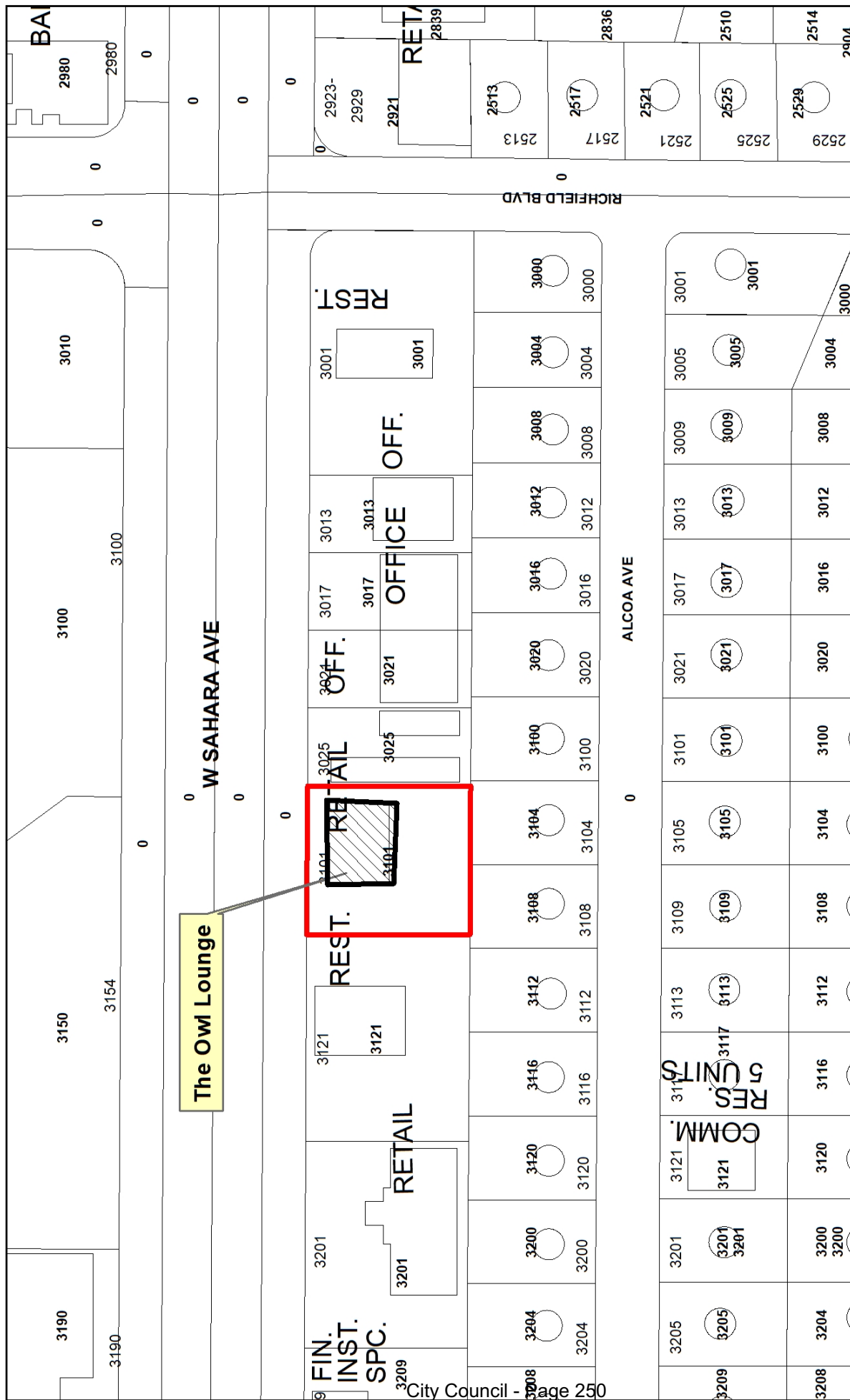
OWNERSHIP:

OWL LOUNGE, LLC

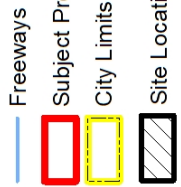
Torian J. Duncan, Managing Member

Mohammed Denny, Managing Member

Ronald J. Revere, Managing Member



The Owl Lounge
3101 West Sahara Avenue
Ward #1

 $z \prec$

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: Wednesday, June 23, 2021



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
19

DEPARTMENT: Planning
DIRECTOR: Seth Floyd

CONSENT

SUBJECT:

For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License MDC VENTURES, LLC dba TACOS & MICHES at 318 Fremont Street - Ward 5 (Crear)

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. Ownership
2. Location Map

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 4, 2021

DEPARTMENT: PLANNING

ITEM DESCRIPTION: For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License MDC VENTURES, LLC dba TACOS & MICHES at 318 Fremont Street - Ward 5 (Crear)

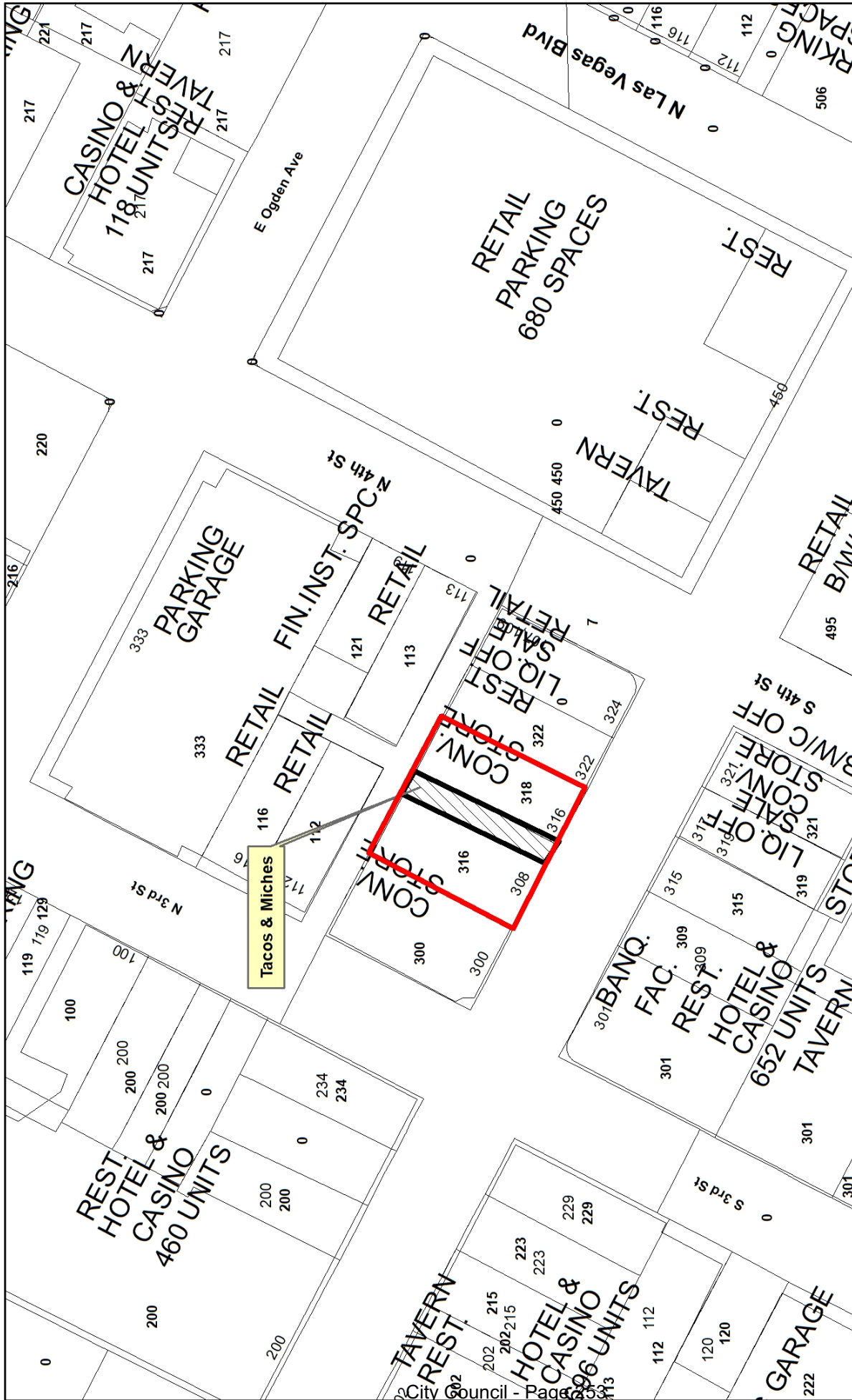
OWNERSHIP:

MDC VENTURES, LLC

Gabriela Rubi Hernandez, Managing Member

Martha Guadalupe Hernandez, Managing Member

Martha Alicia Halvorson, Managing Member



- Freeways
- Subject Property
- City Limits
- Site Location

Tacos & Miches
318 Fremont Street
Ward #5



GIS maps are normally produced only to meet the needs of the City. Due to the dynamic nature of the city, this map is for reference only. Geographic Information System Planning & Development Dept. 702-229-6301



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
20

DEPARTMENT: Planning
DIRECTOR: Seth Floyd

CONSENT

SUBJECT:

For possible action to approve a One-Day Opening for a Non-Restricted Gaming License UNITED COIN MACHINE CO dba CENTURY GAMING TECHNOLOGIES db at ULTRA NEW TOWN TAVERN at 600 Jackson Avenue - Ward 5 (Crear)

FISCAL IMPACT:

None

PURPOSE/BACKGROUND:

For possible action to approve a One-Day Opening for a Non-Restricted Gaming License opening from September 10, 2021 at 6:00 a.m. to 2:00 p.m. to retain Non-Restricted Gaming rights.

RECOMMENDATION:

Staff recommends APPROVAL, subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:

1. Ownership
2. Location Map

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 4, 2021

DEPARTMENT: PLANNING

ITEM DESCRIPTION: For possible action to approve a One-Day Opening for a Non-Restricted Gaming License UNITED COIN MACHINE CO dba CENTURY GAMING TECHNOLOGIES db at ULTRA NEW TOWN TAVERN at 600 Jackson Avenue - Ward 5 (Crear)

OWNERSHIP:

UNITED COIN MACHINE CO

Steven W. Arntzen, President, Chief Executive Officer, Director

Heidi H. Schmalz, Secretary, Treasurer, Chief Financial Officer, Director

Timothy W. Cogswell, Vice President

Century Gaming, Inc., Shareholder

Steven W. Arntzen, President, Director

Heidi H. Schmalz, Secretary, Treasurer, Director



-  Freeways
-  Subject Property
-  City Limits
-  Site Location

Ultra New Town Tavern
600 Jackson Avenue
Ward #5



GIS maps are normally produced only to meet the needs of the City. Due to the nature of the technology, this map is for reference only. Geographic Information System Planning & Development Dept. 702-229-9301



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
21

DEPARTMENT: Public Works
DIRECTOR: Mike Janssen

CONSENT

SUBJECT:

For possible action to approve Interlocal Contract 1091 - Supplemental No. 1 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to extend the funding contract expiration date from June 30, 2021 to June 30, 2022 for the Neighborhood Rehabilitation: Fiscal Year 2020 CLV Maintenance Program - All Wards

FISCAL IMPACT:

None

PURPOSE/BACKGROUND:

The CLV entered into an interlocal contract with the RTC for the Neighborhood Rehabilitation: Fiscal Year 2020 CLV Maintenance Program. This Supplemental Interlocal Contract No. 1 will extend the funding contract expiration date from June 30, 2021, to June 30, 2022. Additional time is required to complete construction and project closeout documentation. The RTC approved this contract at their June 10, 2021 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Interlocal Contract 1091 - Supplemental No. 1

**SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
NEIGHBORHOOD REHABILITATION:FISCAL YEAR 2020
CITY OF LAS VEGAS MAINTENANCE**

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is made and entered into this 10TH day of June 2021, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #1091 dated July 11, 2019, for the Neighborhood Rehabilitation: Fiscal Year 2020 City of Las Vegas Maintenance project, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statute (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY wishes to extend the PROJECT completion date; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION III: GENERAL; paragraph 6 shall be revised to read as follows:

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2022. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

The remainder of the Interlocal Contract #1091 dated July 11, 2019, shall remain unchanged.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above.

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

June 10, 2021

BY:

DocuSigned by:
Debra March
AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by:
Marin DuBois
67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by:
David Clyde
C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

John S. Ridilla
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

7/6/21

Date



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
22

DEPARTMENT: Public Works
DIRECTOR: Mike Janssen

CONSENT

SUBJECT:

For possible action to approve Interlocal Contract 1263 - Supplemental No. 1 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to increase total funding for construction for the Intersection Improvements Program: Nellis Boulevard at Charleston Boulevard Southbound Right Turn Lane Improvements Project (\$130,000 - Road and Flood Capital Project Fund [CPF]) - Ward 3 (Diaz)

FISCAL IMPACT:

Budget Funds Available
Amount: \$130,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:

The CLV has coordinated with the Nevada Department of Transportation (NDOT) to incorporate the subject project into NDOT's Nellis Boulevard Rehabilitation Project between Tropicana Avenue and Craig Road. This Supplemental Interlocal Contract No. 1 will provide an additional \$130,000 to cover estimated construction costs. Total project funding from Fuel Revenue Indexing Extension funds shall not exceed \$230,000. The RTC approved this contract at their June 10, 2021, Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Interlocal Contract 1263 - Supplemental No. 1

**SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
INTERSECTION IMPROVEMENTS PROGRAM: NELLIS BOULEVARD AT
CHARLESTON BOULEVARD SOUTHBOUND
RIGHT TURN LANE IMPROVEMENTS**

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is made and entered into this 10TH day of June 2021, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #1263 dated March 11, 2021, for Nellis Boulevard at Charleston Boulevard Southbound Right Turn Lane Improvements, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statute (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY has entered into Agreement # R263-21-010 with the Nevada Department of Transportation (NDOT); and,

WHEREAS, the CITY's financial obligation from said agreement with NDOT will be covered by this Interlocal Contract; and

WHEREAS, the CITY wishes to increase total PROJECT funding; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS; Paragraphs 1 and 2 shall be revised to read as follows:

1. The total cost for this contract shall not exceed \$230,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:
 - a. ENGINEERING not to exceed \$0.00
 - b. RIGHT-OF-WAY not to exceed \$0.00
 - c. CONSTRUCTION not to exceed \$230,000.00

The remainder of the Interlocal Contract #1263 dated March 11, 2021, shall remain unchanged.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above.

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

June 10, 2021

BY:

DocuSigned by:
Debra March
AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by:
Marin DuBois
67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by:
David Clyde
C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

John S. Ridilla
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

7/16/21

Date



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
23

DEPARTMENT: Public Works
DIRECTOR: Mike Janssen

CONSENT

SUBJECT:

For possible action to approve the Las Vegas Freeway and Arterial System of Transportation (FAST) Agreement - Amendment No. 1, a cooperative multi-agency agreement between the Nevada Department of Transportation, the Regional Transportation Commission of Southern Nevada (RTC), Clark County, the Cities of Henderson, North Las Vegas and Las Vegas for the RTC to administer and operate Las Vegas FAST - All Wards

FISCAL IMPACT:

None

PURPOSE/BACKGROUND:

This Amendment No. 1 will change the funding source for operating Las Vegas FAST from Question 10 Sales Tax to Motor Vehicle Fuel Tax as specified by the agreement. The RTC staff and legal counsel drafted the agreement change and submitted it to the Las Vegas FAST Operations Management Committee (Committee) to consider the merits of changing the funding source for arterial traffic operations. The Committee approved the contract as submitted. The RTC approved this Amendment No. 1 agreement at their June 10, 2021, Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agreement for The Las Vegas Freeway and Arterial System of Transportation (FAST) - Amendment No. 1

**AMENDMENT NO 1
AGREEMENT FOR
THE LAS VEGAS FREEWAY AND ARTERIAL SYSTEM OF TRANSPORTATION
(FAST)**

This AMENDMENT NO 1 to Agreement made and entered into on the 10th day June 2021, by and between the STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION (NDOT), CLARK COUNTY, the CITY OF HENDERSON, CITY OF LAS VEGAS, CITY OF NORTH LAS VEGAS, and the REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC), hereinafter referred to as the MEMBER AGENCIES.

RECITALS

WHEREAS, the Agreement dated July 14, 2016 for the FAST operation was executed by the MEMBER AGENCIES and herein after referred to as the ORIGINAL AGREEMENT; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the NDOT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the voters of Clark County approved Ballot Question No.5 on November 8, 2016, which provides the Regional Transportation Commission of Southern Nevada (RTC) with the financial capability to continue to administer and operate the FAST System; and

WHEREAS, Clark County, the City of Henderson, City of Las Vegas, City of North Las Vegas, RTC, and NDOT each own and operate; transportation infrastructures within the boundaries of Clark County, Nevada, and the NDOT District I; and

WHEREAS, the ORIGINAL AGREEMENT to combine the Las Vegas metropolitan area arterial traffic management system (AMS) and the NDOT freeway management system (FMS) into a single integrated organization, hereinafter referred to as the "Freeway and Arterial System of Transportation" (FAST) was entered into on April 15, 2003; and

WHEREAS, continuance of the FAST System will be of benefit to the Member Agencies and to the people of the State of Nevada; and

WHEREAS, the MEMBER AGENCIES are each willing and able to perform the requirements described herein; and

WHEREAS, the administration and operation of the FAST system is eligible to use the funds generated within Clark County, Nevada, from Motor Vehicle Fuel Tax; and

NOW, THEREFORE, in mutual consideration of the mutual covenants, promises, terms and conditions herein, it is mutually agreed by the MEMBER AGENCIES to amend the ORIGINAL AGREEMENT as follows:

AGREEMENT

A. All references in the ORIGINAL AGREEMENT to the General Manager of the RTC shall be revised to the Chief Executive Officer of the RTC; and

B. SECTION II D 2 Administrator Roles and Responsibilities, first paragraph shall read as follows:

The Administrator is responsible for collecting the share of the operating funds from fuel tax and other member agencies, by separate agreement, as determined by the approved budget; and

C. SECTION III B Funding Formula; shall be revised to read as follows:

FAST's AMS is funded by Motor Vehicle Fuel Tax. Any additional or other funding will require Administrator approval.

The remainder of the ORIGINAL AGREEMENT dated July 14, 2016, shall remain unchanged.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF the Member Agencies have executed this
AMENDMENT NO 1 to Agreement on the day and year first above written.

Nevada Department of Transportation's signature page for:

AMENDMENT NO 1 to Agreement for the Freeway and Arterial System of Transportation

The undersigned person executing the Agreement on behalf of the Nevada Department of Transportation represents and warrants that he/she has full power and authority to enter into this Agreement and that the Nevada Department of Transportation is authorized by law to perform the services set forth herein.

ATTEST:

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

Date

BY: _____
KRISTINA SWALLOW, Director

Approved as to Form and Legality

Date

Deputy Attorney General

County of Clark's signature page for:

AMENDMENT NO 1 to Agreement for the Freeway and Arterial System of
Transportation

*The undersigned person executing the Agreement on behalf of the County of Clark
represents and warrants that he/she has full power and authority to enter into this
Agreement and that the County of Clark is authorized by law to perform the services set
forth herein.*

Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

BY: _____
MARILYN KIRKPATRICK, Chair

Approved as to Form and Legality:

Attest:

Chief Deputy District Attorney

LYNN MARIE GOYA, County Clerk

Regional Transportation Commission of Southern Nevada's signature page for

AMENDMENT NO 1 to Agreement for the Freeway and Arterial System of
Transportation

The undersigned person executing the Agreement on behalf of the Regional Transportation Commission of Southern Nevada represents and warrants that he/she has full power and authority to enter into this Agreement and that the Regional Transportation Commission of Southern Nevada is authorized by law to perform the services set forth herein.

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

BY:

DocuSigned by:

Debra March

AEE79BE2E540481...

DEBRA MARCH, Chairwoman

Approved as to Form and Legality:

Attest:

DocuSigned by:

David Clyde

C20A409B6B774C0...

RTC Legal Counsel

DocuSigned by:

Marin DuBois

67E25985C7F8458...

MARIN DUBOIS, Management Analyst

City of Henderson's signature page for:

AMENDMENT NO 1 to Agreement for the Freeway and Arterial System of Transportation

The undersigned person executing the Agreement on behalf of the City of Henderson represents and warrants that he/she has full power and authority to enter into this Agreement and that the City of Henderson is authorized by law to perform the services set forth herein.

Date of Council Action:

CITY OF HENDERSON

BY:

RICHARD A. DERRICK
City Manager/CEO

Approved as to Finance:

Attest:

JIM MCINTOSH
Chief Financial Officer

LISA M. CORRADO, AICP
Interim City Clerk

Approved as to Content:

Approved as to Form:

EDWARD MCGUIRE, P.E.
Director of Public Works

NICHOLAS G. VASKOV
City Attorney

City of Las Vegas's signature page for:

AMENDMENT NO 1 to Agreement for the Freeway and Arterial System of Transportation

The undersigned person executing the Agreement on behalf of the City of Las Vegas represents and warrants that he/she has full power and authority to enter into this Agreement and that the City of Las Vegas is authorized by law to perform the services set forth herein.

Date of Council Action:

CITY OF LAS VEGAS

BY: _____
CAROLYN G. GOODMAN, Mayor

Approved as to Form and Legality

Attest:



Deputy City Attorney

LUANN D. HOLMES, MMC, City Clerk

John S. Ridilla
Deputy City Attorney

City of North Las Vegas's signature page for:

AMENDMENT NO 1 to Agreement for the Freeway and Arterial System of Transportation

The undersigned person executing the Agreement on behalf of the City of North Las Vegas represents and warrants that he/she has full power and authority to enter into this Agreement and that the City of North Las Vegas is authorized by law to perform the services set forth herein.

Date of Council Action:

CITY OF NORTH LAS VEGAS

BY: _____
JOHN J. LEE, Mayor

Approved as to Form and Legality

Attest:

MICAELA RUSTIA MOORE
City Attorney

CATHERINE A. RAYNOR, MMC, City Clerk



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
24

DEPARTMENT: Public Works
DIRECTOR: Mike Janssen

CONSENT

SUBJECT:

For possible action to approve Interlocal Contract 1094 - Supplemental No. 3 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to extend the funding contract expiration date from June 30, 2021 to June 30, 2025 for the Citywide Traffic Engineering Design Services Project - All Wards

FISCAL IMPACT:

None

PURPOSE/BACKGROUND:

The CLV entered into an interlocal contract with the RTC for the Citywide Traffic Engineering Design Services Project. This Supplemental Interlocal Contract No. 3 will extend the funding contract expiration date from June 30, 2021, to June 30, 2025. Additional time is required to complete engineering design and project closeout documentation. The RTC approved this contract at their June 10, 2021, Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Interlocal Contract 1094 - Supplemental No. 3

**SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3
CITYWIDE TRAFFIC ENGINEERING DESIGN SERVICES**

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 is made and entered into this 10TH day of June 2021, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #1094 dated July 11, 2019, and supplemental interlocal contracts dated November 14, 2019, and March 12, 2020, for the Citywide Traffic Engineering Design Services, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statute (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY wishes to extend the PROJECT completion date; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION III: GENERAL; paragraph 6 shall be revised to read as follows:

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2025. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

The remainder of the Interlocal Contract #1094 dated July 11, 2019, and supplemental interlocal contracts dated November 14, 2019, and March 12, 2020, shall remain unchanged.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 3 is effective as of the date first set forth above.

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

June 10, 2021

BY:

DocuSigned by:
Debra March
AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by:
Marin DuBois
67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by:
David Clyde
C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

John S. Ridilla
Deputy City Attorney

John S. Ridilla 7/6/21
Deputy City Attorney Date



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
25

DEPARTMENT: Public Works
DIRECTOR: Mike Janssen

CONSENT

SUBJECT:

For possible action to approve Interlocal Contract 1093 - Supplemental No. 1 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to extend the funding contract expiration date from June 30, 2021 to June 30, 2022 for the Americans with Disabilities Act (ADA) Upgrade Program: Fiscal Year 2020 CLV Program - All Wards

FISCAL IMPACT:

None

PURPOSE/BACKGROUND:

The CLV entered into an interlocal contract with the RTC for the ADA Upgrade Program: Fiscal Year 2020 CLV Program. This Supplemental Interlocal Contract No. 1 will extend the funding contract expiration date from June 30, 2021, to June 30, 2022. Additional time is required to complete construction and project closeout documentation. The RTC approved this contract at their June 10, 2021, Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Interlocal Contract 1093 - Supplemental No. 1

**SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
ADA UPGRADE PROGRAM:
FISCAL YEAR 2020 CITY OF LAS VEGAS**

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is made and entered into this 10TH day of June 2021, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #1093 dated July 11, 2019, for the ADA Upgrade Program: Fiscal Year 2020 City of Las Vegas, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY wishes to extend the PROJECT completion date; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION III: GENERAL; paragraph 6 shall be revised to read as follows:

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2022. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

The remainder of the Interlocal Contract #1093 dated July 11, 2019, shall remain unchanged.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above.

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

June 10, 2021

BY:

DocuSigned by:
Debra March
AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by:
Marin DuBois
67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by:
David Clyde
C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

John S. Ridilla
Deputy City Attorney

John S. Ridilla 7/6/21
Deputy City Attorney Date



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
26

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

DISCUSSION

SUBJECT:

Discussion for possible action regarding an Interlocal Sublease Agreement between the City of Las Vegas (City) and Workforce Connections (WC), a public agency, for 840 square feet of office space located at 330 West Washington Avenue, Suite 105, for purposes of economic development - Ward 5 (Crear)

FISCAL IMPACT:

None

PURPOSE/BACKGROUND:

WC will sublease office space in the Westside School facility for the purposes of providing services to improve job training and career options for Southern Nevadans. The term of the Sublease is four (4) years. Rent, common area maintenance and utilities will be at no charge for the term. The Interlocal Sublease Agreement includes a Memorandum of Understanding (MOU) regarding services to be provided by WC.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Interlocal Sublease Agreement
2. Site Map

INTERLOCAL SUBLEASE AGREEMENT

Historic Westside School

THIS INTERLOCAL SUBLEASE AGREEMENT, ("Sublease") is made and entered into this 4th day of August, 2021, by and between the CITY OF LAS VEGAS ("Landlord"), and WORKFORCE CONNECTIONS, a public agency ("Tenant"). Landlord and Tenant are individually referred to herein as a "Party" and collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, the Historic Westside School Corporation (the "Project Borrower") is the owner of a leasehold interest in a certain parcel of real property situated in the City of Las Vegas, (the "Site") and those existing facilities on the Site (the "Existing Improvements") pursuant to the Site Lease (the "Site Lease") dated as of December 19, 2014, between the Landlord and the Project Borrower, which includes the Historic Westside School buildings;

WHEREAS, the Project Borrower has leased the Site and the Existing Improvements (collectively, the "Facility") to the Landlord pursuant to the Lease Agreement dated as of December 19, 2014, between the Project Borrower and the Landlord (the "Lease Agreement"), and assigned its right to receive payments under the Site Lease (the "Lease Payments"), its right to enforce its interest and rights under the Lease Agreement in the event of a default thereunder by the Landlord, to LVCIC Sub-CDE I, LLC, a Nevada limited liability company and to USBCDE Sub-CDE 123, LLC, a Missouri limited liability company (collectively, the "CDE Lender") pursuant to that certain Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of December 19, 2014, by and between the Project Borrower and the CDE Lender (the "CDE Mortgage");

WHEREAS, pursuant to the Loan Agreement dated as of December 19, 2014, by and between the CDE Lender and the Project Borrower (the "Project Borrower Loan Agreement"), the CDE Lender agreed to make a loan to the Project Borrower in the amount of \$13,819,006 (the "CDE Loan"); and

WHEREAS, Landlord is the master sublessor of the project located at 330 West Washington Avenue (the "1923 Building") and 350 West Washington Avenue (the "1948 Building") in Las Vegas, Nevada, located as shown on Exhibit "A" attached hereto (collectively, the "Project"); and

WHEREAS, Landlord desires to sublease to Tenant, and Tenant desires to sublease from Landlord, office space at the Project;

WHEREAS, Landlord and Tenant have entered into that Memorandum of Understanding, dated August 4, 2021 whereby the Parties agree to cooperate in providing services to improve job training and career options for Southern Nevadans as set forth therein, a true and correct copy of which is attached hereto as Exhibit "E" (the "MOU"); and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking

which any of the public agencies entering into the contract is authorized by law to perform;

WHEREAS, if not for Tenant's agreements in the MOU to provide the various services and programs outlined in the MOU, Landlord would not have entered into this Sublease with Tenant.

NOW, THEREFORE, for and in consideration of the foregoing and the covenants, terms and conditions herein contained, the Parties agree as follows:

1. SUBLEASE OF PREMISES.

Landlord hereby subleases to Tenant, and Tenant hereby subleases from Landlord in accordance with the provisions of this Sublease (including Tenant's parking rights under Section 38 below), a combined total of 840 square feet of gross leasable area in the Project (the "Premises") as depicted in Exhibit "B" attached hereto, and further described below:

A. Suite 105 (1948 Building) - 840 square feet of gross leasable area.

The portion of Premises subleased is only used for a Permitted Use as defined in Section 12.A below.

Tenant agrees that Landlord and any authorized representative of Landlord (the "Landlord Representative") shall have the right at all reasonable times to enter upon and to examine and inspect the Premises so long as Landlord does not unreasonably disrupt Tenant's business operations. Tenant further agrees that Landlord and any Landlord Representative shall have such rights of access to the Premises as may be reasonably necessary to cause the proper maintenance of the Premises in the event of failure by Tenant to perform its obligations hereunder.

Tenant acknowledges and agrees that Landlord's right of occupancy of the Premises, and its right to sublease the Premises to Tenant, may be terminated under the circumstances specified in the Lease Agreement, and if so terminated this Sublease may be terminated by the Project Borrower. This Sublease is subject to all rights of the Project Borrower and the CDE Lender under the Lease Agreement, including, the right to re-enter and re-let the Project or terminate the Lease Agreement upon a default by the City.

2. TERM OF SUBLEASE.

Unless earlier terminated pursuant to the terms of this Sublease, this Sublease shall be for a term of four (4) years (the "Term"), beginning, on the Commencement Date, as defined in Section 3. If Landlord is unable to timely deliver the Premises by the Commencement Date, Tenant shall make no other claim against Landlord for any such delay or have any right to terminate this Sublease unless such delay exceeds one hundred eighty (180) days.

3. SUBLEASE COMMENCEMENT DATE.

The Sublease Commencement Date (herein “Commencement Date”) of the Term shall be the date of City Council approval of the Sublease Agreement. The term “Sublease Year” as used herein shall mean each twelve (12) full calendar month period starting on the Commencement Date and on each anniversary date of the Commencement Date.

4. RENT.

Landlord agrees that there shall be no rent of any sort payable by Tenant under this Sublease, notwithstanding anything to the contrary contained herein.

5. COMMON AREA MAINTENANCE (CAM) EXPENSES.

Landlord agrees that Tenant shall not be obligated to pay and/or reimburse Landlord for any costs whatsoever related to maintaining and operating the Building and Project, including without limitation, any common area maintenance and/or operating costs.

6. CONDITION OF PREMISES.

Tenant hereby agrees that it is accepting the Premises in their current state of improvement and condition and has fully investigated the suitability of the Premises for Tenant’s intended use of the Premises. Tenant acknowledges that its sublease of the Premises is on an “as-is” “where-is” and “with all faults” basis without any implied warranties. Tenant agrees that Landlord will not be providing any funds or services for the improvement or alteration of the Premises.

COVID-19, has been declared a pandemic. Other infectious diseases have been declared pandemics from time-to-time and other infectious diseases may be in the future be declared pandemics. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown. Evidence has shown that COVID-19 and other infectious diseases can cause serious and potentially life-threatening illness and even death. Landlord cannot prevent Tenant, its employees or guests from becoming exposed to, contracting, or spreading COVID-19 or any other infectious diseases while utilizing the Premises. Tenant agrees that it is assuming the sole and all risk of any claims related to the contraction by Tenant’s employees, contractors, agents and any other person accessing the Premises in connection with Tenant’s use of the Premise of any viral infection or other disease, including, without limitation, COVID 19, related to Tenant’s use of the Premises and that Tenant’s indemnity obligations contained herein cover any such claims. 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 provided by State of Nevada law or otherwise. This terms of this Section 6 shall survive the expiration of this Sublease or other termination of this Sublease.

7. TERMINATION OF MOU.

Tenant agrees that in the event that the MOU is terminated for any other reason, Landlord shall have the option upon thirty (30) days written notice to Tenant to terminate this Sublease. Upon termination of this Sublease pursuant to this Section 7, Tenant shall surrender the Premises as set forth in Section 21.

8. TENANT REPRESENTATIONS.

The Tenant represents, covenants and warrants to the City as follows:

A. DUE ORGANIZATION AND EXISTENCE.

Tenant is deemed to be a public agency and has the power to enter into this Sublease and has duly authorized the execution and delivery of this Sublease.

B. AUTHORIZATION.

This Sublease and all agreements and instruments contemplated by this Sublease to which Tenant is a party or signatory have been duly authorized, executed, and delivered by Tenant and constitute the legal, valid and binding obligations of Tenant enforceable in accordance with their terms. All requisite organizational action of Tenant has been taken to authorize the execution, delivery and performance of this Sublease and all transactions contemplated hereby.

C. NO VIOLATIONS.

Neither the execution and delivery of this Sublease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Tenant is now a party or by which Tenant is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Tenant, or upon the Facility.

D. NO ADVERSE ACTION.

There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the knowledge of Tenant, threatened against Tenant or its properties or operations: (i) in any way contesting or affecting the validity of this Sublease, or (iii) which, if determined adversely to the interests of Tenant or its interests, would have a material and adverse effect on the consummation of the transactions contemplated by, or the validity of, this Sublease.

9. SERVICES.

A. LANDLORD'S OBLIGATIONS.

Landlord shall provide all janitorial and maintenance services with respect to the exterior of the Project as well as common areas (including common restrooms and hallways), maintenance of the

landscaped areas, as well as parking lot and sidewalks. In addition, Landlord shall cause the removal of trash and rubbish from the designated central collection area for said items. Also, Landlord will provide for the exterior security of the project through periodic City Marshal patrols seven (7) days per week. Exterior security measures will be subject to change as required by Landlord. In addition, Landlord agrees to provide at its cost the following janitorial services on Monday, Wednesday and Friday which will consist of (i) vacuuming all carpeted floors, (ii) removal of trash from trash receptacles and replacement of plastic liners, (iii) removal of recyclables if in a separate bin, (iv) clean door push plates, trim and handles; and (v) dust and/or spot clean all exposed furniture tops and shelves.

B. TENANT'S OBLIGATIONS.

Tenant acknowledges that Landlord will not be providing security or other protection services of any sort for the interior of the Premises other than providing for the exterior security of the Project and Landlord has no obligation to provide such services for the interior of the Premises. At a minimum, exterior security of the Project includes perimeter fencing, access gates, City Deputy Marshal patrols for which the days and hours of service may vary depending upon the need for on-site security presence.

10. UTILITIES. Landlord agrees to provide, at Landlord's cost, electrical service, gas service and water service to the Premises. Tenant agrees that Landlord is not responsible to provide any cable services or other internet or wireless services to the Premises and such services will be at Tenant's cost. Tenant acknowledges that Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive amounts of electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

11. REPAIRS AND MAINTENANCE.

A. LANDLORD

Landlord will maintain and repair, in a manner generally consistent with the maintenance and repair of similar properties controlled by Landlord, the exterior and structure of the Project, including: (i) electrical, plumbing, HVAC components and all building systems and/or fixtures serving the Premises; (ii) roof and all structural components including walls and foundation of the Premises; and, (iii) all common areas and elements of the Project (including but not limited to the connections for all utilities). If Landlord fails, after receiving thirty (30) days prior written notice from Tenant, to cure such default (except that, in an emergency, Tenant need not provide such notice or period to cure), Tenant may contract with appropriate service professionals to perform the maintenance and repairs. Tenant shall submit paid invoices (with proof of payments) for the costs of any professional services relative to said maintenance and repairs to Landlord for reimbursement. Subject to Landlord's review and approval of any paid invoices, Landlord will reimburse Tenant within 30 days of receipt of each paid invoice.

B. TENANT

Tenant will keep the Premises in good repair and condition at all times. Tenant shall maintain the interior of the Premises and its furniture, fixtures and equipment located therein in a good repair and clean condition at all times. If Tenant fails after receiving thirty (30) days prior written notice from Landlord to cure any default of this obligation (except that, in an emergency, Landlord need not provide such notice or period to cure), Landlord may enter into the Premises and perform the maintenance and repairs and charge the costs to Tenant.

12. USE OF PREMISES.

A. PERMITTED USES.

Tenant agrees to use Premises solely for the purpose of conducting its business as required by the MOU. Tenant will not use or permit the Premises to be used for any other purpose not described in this Section without the prior written consent of Landlord. Tenant agrees to comply with the MOU in all respects and to perform the responsibilities and expectations of Tenant under the MOU.

B. EXCLUDED USES.

In any and all events, Tenant agrees not to use the Premises for any use related to the operation of any of the *Excluded Businesses* listed in the *Sub-Tenant New Markets Tax Credit Disclosure* attached hereto as Exhibit "C". Any failure of Tenant or any subtenant of Tenant to strictly comply with the requirements of Exhibit "C" shall be a material default of Tenant under this Sublease and as a result Landlord shall have the right to immediately terminate this Sublease upon written notice to Tenant.

13. INTENTIONALLY DELETED.

14. LANDLORD'S OBLIGATIONS PURSUANT TO LEASE AGREEMENT WITH PROJECT BORROWER.

Tenant is hereby advised and made aware of Landlord's obligations pursuant to Lease Agreement with Project Borrower relative to the Project ("Landlord's Obligations Pursuant to Lease Agreement") that have been summarized and attached hereto as Exhibit "D".

15. LAWS, WASTE, NUISANCE.

Tenant covenants that it:

A. Will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Sublease;

B. Will comply with all laws, ordinances, regulations and requirements relating to Tenant's particular use of the Premises, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises; and

- C. Will not suffer, permit or commit any nuisance or waste on the Premises.

16. ALTERATIONS. ADDITIONS AND IMPROVEMENTS. LIENS.

At any time during the Term, Tenant, at its expense, may make non-structural alterations, additions or improvements in and to the Premises with Landlord's prior approval, provided that such approval shall not be unreasonably withheld, conditioned or delayed. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength of the Premises.

Title to any improvements or alterations made by Tenant will vest in Landlord at the end of the Term, and Tenant will deliver such documents of conveyance thereof as Landlord may reasonably request (including without limitation assignments of any outstanding warranties), and Landlord agrees to accept the Premises with such improvements and alterations. Tenant may place such trade fixtures, personal property, machinery, furniture, equipment and the like on the Premises as it may desire at its own expense. Tenant may remove all or any items of fixtures of personal property prior or at the expiration or termination of this Sublease.

Tenant may make alterations and additions to the Premises so long as the same are not structural and are done in a good and workmanlike manner and in compliance with all applicable laws. All structural alterations or additions to the Premises shall require the prior approval of Landlord, which shall not be unreasonably withheld or delayed.

In the event Tenant shall at any time during the term of this Sublease cause any changes, alterations, additions to the Premises (including the Tenant Improvements), or other work to be done or performed or materials to be supplied, in or upon the Premises, Tenant shall pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for Tenant in, upon or about the Premises and which may be secured by a mechanics', materialmen's or other lien against the Premises or Tenant's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that, if Tenant desires to contest any such lien, it may do so as long as such contest is in good faith. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, Tenant shall forthwith pay and discharge said judgment.

Pursuant to Nevada Statutes 108.234, Landlord hereby informs Tenant that Tenant must comply with the requirements of NRS 108.2403 and NRS 108.2407. Tenant shall take all actions necessary under Nevada law to ensure that no liens encumbering the Landlord's interest in the Facility arise as a result of Tenant's construction of any improvements, which actions shall include, without limitation, the recording of a notice of posted security in the Official Records of Clark County, Nevada, in accordance with NRS 108.2403, and either (i) establishing a construction disbursement account pursuant to NRS 108.2403(1)(b)(1), or (ii) furnishing and recording, in accordance with NRS 108.2403(1)(b)(2), a surety bond for the prime contract for improvements to the Project that meets the requirements of NRS 108.2415.

Tenant may not begin any improvements in the Project until Tenant has delivered evidence satisfactory to Landlord that Tenant has complied with the terms of this Section 16.

17. PAYMENT OF TAXES.

Tenant shall be responsible for any taxes on its personal property located at the Premises. Landlord shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used by Tenant in connection with the Premises, and Tenant agrees to pay, and to indemnify Landlord concerning, any such taxes that may be assessed.

18. COMPLIANCE WITH THE LAW.

Landlord shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements and regulations of the City, County, State and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict the Landlord from contesting the validity of any such regulation, rule or ordinance, provided the Landlord indemnifies the Tenant to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

Tenant shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements and regulations of the City, County, State and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to Tenant's particular use of the Premises. Nothing herein contained shall be construed to restrict the Tenant from contesting the validity of any such regulation, rule or ordinance, provided the Tenant indemnifies the Landlord to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

19. INDEMNIFICATION AND INSURANCE.

In accordance with the limitations of NRS 41.0305 to NRS 41.039, Tenant agrees to indemnify and hold Landlord, its officers, elected officials, employees, and agents harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by an act or omission of the Tenant, its officers, employees, and agents under this Sublease. Tenant's indemnity obligation in tort is limited in accordance with NRS 41.035. Tenant will assert the defense of sovereign immunity in all legal actions.

In accordance with the limitations of NRS 41.0305 to NRS 41.039, Landlord agrees to indemnify and hold Tenant, its officers, regents, employees, and agents harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by an act or omission of the Landlord, its officers, employees, and agents under this Sublease. Landlord's indemnity obligation in tort is in accordance with NRS 41.035. Landlord will assert the defense of sovereign immunity in all legal actions.

Landlord will maintain self-insurance for liabilities covering injury, death, disability or illness of any person, or damage to property, occurring on the Project (but specifically excluding Tenant's personal

property located at the Premises and the improvements made by Tenant to the interior of the Premises). Landlord will also maintain fire and all risk insurance in an amount equal to the replacement cost of the Project, including the improvements made thereto by Tenant. Landlord 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. Landlord shall provide self-insurance at least equal to the insurance to which the Project Borrower would be entitled as an additional insured had Landlord has 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, with respect to the Project. Nothing herein shall be deemed to insure Tenant against its sole negligence or willful misconduct.

20. WAIVER OF SUBROGATION.

Tenant and Landlord, each waives any right of subrogation that it might otherwise have against the other party.

21. SURRENDER OF PREMISES.

Upon expiration or other authorized termination of this Sublease, Tenant shall surrender the Premises in the same condition as they were in at the commencement of this Sublease except for additions, alterations or changes specifically authorized by Landlord and reasonable wear and tear, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its personal property, all signage and trade fixtures and shall repair any damage caused by such property or the removal thereof. If Tenant fails to remove such personal property and fixtures upon the expiration or other authorized termination of this Sublease, the same shall be deemed abandoned and shall become the property of Landlord.

22. HOLDING OVER.

Any holding over by the Tenant after the expiration or other termination of the Term shall be construed to be a tenancy from month to month, terminable on one month's written notice, and on all other terms and conditions of this Sublease.

23. SALE OF PREMISES.

Landlord reserves the right at any time to sell, convey or otherwise transfer its interest in the Premises or any portion thereof and to assign this Sublease in connection therewith.

24. EMINENT DOMAIN.

In the event the Premises, or any part thereof or interest therein, is taken or condemned for a public or quasi-public use, or is conveyed in lieu thereof (herein referred to as a "condemnation"), the rights of the Landlord and Tenant in respect of the condemnation proceeding shall be determined as provided herein. Any condemnation allowance or award or judgment relating thereto, allowed or awarded to the Landlord or Tenant and any interest thereon ("condemnation proceeds") will be paid as provided herein. If the condemnation results in a taking of a portion of the Premises, the condemnation proceeds will be applied in the following order: (i) to pay for the restoration of the affected areas of the Premises and any personal or other property of Tenant, unless the Sublease is terminated, (ii) in reimbursement to Tenant of any amounts paid by it for real estate taxes or special assessments and which are included in the award, if any, constituting part of the award, and (iii) to Landlord and Tenant in proportion of the fee simple interest and subleasehold interest taken or affected by the condemnation, unless this Sublease is terminated.

In the event a substantial portion or all of the Premises is taken in condemnation proceedings, or any portion is taken and Tenant, in its reasonable judgment, cannot substantially continue to conduct business in the Premises contemplated under this Sublease, then Tenant may either terminate this Sublease by notice to Landlord or, at its option, retain the Premises. If the Sublease is not terminated, the condemnation proceeds for the partial taking will be payable as provided herein. If this Sublease is terminated as a result of such condemnation, then condemnation proceeds shall be used first to the payment of the loss of any fixtures, personal property and moving expenses of Tenant and the loss of Tenant's subleasehold estate in connection with the condemnation and the balance to the Landlord.

In the event that any portion of the Premises are taken or adversely affected by a condemnation proceeding, then Landlord to the extent reasonably practicable, and weather permitting, shall restore that portion of the Premises taken or adversely affected by the condemnation, unless Tenant elects to terminate this Sublease as provided herein. All restoration work shall be done in a diligent and good and workmanlike manner and shall be completed no later than sixty days after the occurrence of the condemnation. If Tenant cannot operate its business in the Premises as a result of a condemnation, and does not elect to terminate this Sublease, and all other sums payable by Tenant corresponding to the time during which, and to the part of the Premises of which, Tenant is so deprived on account of such taking and restoration.

25. DAMAGE OR DESTRUCTION.

A. Tenant shall give prompt notice to Landlord in case of fire or accidents in or near the Premises.

B. If the Premises are partially damaged by fire or other casualty, Landlord shall repair such damage at its cost, subject to Tenant's option contained in subsection C of this Section. Landlord's obligation will be to restore the Premises to the condition prior to the completion of the Tenant Improvements and Tenant shall be obligated to restore the Tenant Improvements.

C. If the Premises are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Tenant's opinion, be repaired within thirty (30) days after commencement of such repairs, then Tenant may, at its option, within thirty (30) days after such damage or destruction give Landlord written notice thereof and this Sublease shall thereupon be canceled effective

as of the date of the occurrence of such damage or destruction, or Tenant may elect to repair and rebuild, in which event this Sublease shall remain in effect.

26. INTENTIONALLY DELETED.

27. ASSIGNMENT AND SUBLETTING.

Tenant shall not transfer, assign, delegate, mortgage or hypothecate this Sublease, in whole or in part, or permit the use of the Premises by any person or persons not authorized by this Sublease, or sublet the Premises, or any part thereof, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant shall have the right to assign this Sublease or sublease the Premises without Landlord's consent to any entity which controls, is controlled by or under common control with Tenant or any affiliate or in connection with a merger, acquisition, consolidation, reorganization or affiliation. The use by any assignee or subtenant shall comply with this Sublease in all respects. Any assignment, encumbrance or sublease contrary to the provisions of this Section 27 shall be null and void and constitute a breach by Tenant of this Sublease.

28. BREACH, DEFAULT AND REMEDIES.

A. TENANT DEFAULT.

If Tenant defaults in observance or performance of any other covenant, condition, agreement or provision hereof and Tenant fails to remedy such default within thirty (30) days after notice thereof from Landlord to Tenant specifying the nature of the default (or, in the event the default cannot be cured within such period, Tenant will fail to initiate action to remedy such default within said period and to prosecute the same to completion with due diligence).

Then, Landlord may enforce the provisions of this Sublease and enforce and protect the right of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy. Landlord may in addition to any other remedy it may have under law or equity at its option terminate this Sublease or reenter and retake possession, with or without terminating the Sublease. In the case of reentry and repossession, Landlord shall give Tenant reasonable notification so that arrangements for the removal of property can be made. No remedy herein conferred will be considered exclusive of any other remedy conferred by this Sublease or by law, but all such remedies will be cumulative. Every power and remedy given by this Sublease may be exercised from time to time and as often as the occasion may arise. No delay or omission of either party to exercise any power, right or remedy will impair any such power, right or remedy. No waiver of any breach or any covenant, agreement or provision of this Sublease will be construed or held to be a waiver of any other breach, covenant, agreement or provision by either party. Landlord shall use commercially reasonable efforts to mitigate its damages in the event of a default by Tenant under this Sublease.

Notwithstanding anything to the contrary contained herein, Tenant agrees that Tenant's violation of the provisions of Exhibit "C" shall give Landlord the right to immediately terminate this Sublease without any right of Tenant to cure such violation.

B. LANDLORD DEFAULT.

If one or more of the following events will happen and be continuing: (a) Landlord defaults in the payment of any sum payable by it hereunder within thirty (30) days after receipt of notice thereof; or (b) Landlord defaults in the observance or performance of any other covenant, agreement or provision hereof and Landlord fails to remedy such default within thirty (30) days after notice thereof from Tenant to Landlord specifying the nature of the default or, in the event the default cannot be cured within such time period, Landlord will fail to initiate action to remedy such default within said period and to prosecute the same to completion with due diligence; provided, however, Landlord may not be accorded notice or an opportunity to cure if such default materially and adversely interferes with Tenant's conduct of business in the Premises or creates an emergency situation of an impending peril to either property or person. In such event, except as otherwise provided herein, Tenant's sole remedy will be to terminate this Sublease upon written notice to Landlord. Notwithstanding any other provisions of this Sublease, no obligation assumed by or imposed upon Landlord by this Sublease shall require the performance of any act by Landlord, or the payment of any sums by Landlord, except to the extent, if any, that the cost and expense of such performance and/or payment may be paid or reimbursed from the proceeds of funds legally available and provided to Landlord to the meet the cost and expense of such performance or payment.

29. NO PARTNERSHIP.

The Parties do not by this Sublease, in any way or for any purpose, become a partner or joint venture of the other in the conduct of its business or otherwise.

30. FORCE MAJEURE.

Tenant and Landlord shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

31. NO WAIVER.

Failure of either the Tenant or Landlord to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Sublease shall be deemed to have been waived by Tenant or Landlord unless such waiver is in writing.

32. BROKERS.

Each party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated by this Sublease and hereby each party (the "Indemnitor") shall indemnify and hold harmless the other party from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by the Indemnitor, to a commission, finder's fee or other compensation based upon the transactions contemplated hereby.

33. PROVISIONS BINDING.

Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their representatives, heirs, successors and assigns.

34. NON-DISCRIMINATION.

Tenant agrees that the Premises will not be segregated with respect to race, color, religion or national origin; that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises; and that it will comply with all federal laws and regulations that prohibit discrimination in connection with federally funded programs.

35. ENTIRE AGREEMENT.

This Sublease, including any exhibits attached hereto, sets forth the entire agreement between the Parties relating to and concerning the Premises. Any prior conversations or writings concerning the Sublease of the Premises are merged herein and extinguished. This Sublease includes Exhibits A, B, C, D and E attached hereto and incorporated herein by reference.

36. CAPTIONS AND SECTION NUMBERS.

The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

37. NOTICES.

Any notice, demand, request, or other instrument which may be or is required to be given under this Sublease shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following addresses or to such other addresses as the Parties may from time to time designate in writing:

If to the Landlord: City of Las Vegas
 Attn: Ryan Smith, Acting Director
 Economic and Urban Development Dept.
 495 S. Main St., 6th Floor

Las Vegas, Nevada 89101

With a copy to: City Attorney's Office
Attn: John Ridilla,
495 S. Main St., 6th Floor
Las Vegas, Nevada 89101

If to the Tenant: Workforce Connections
Attn: Jaime Cruz
6330 West Charleston Blvd., Suite 150
Las Vegas, Nevada 89146

38. PARKING.

During the term of this Sublease, Tenant along with other tenants of the Project shall be allowed to use available on-site parking for employee and Tenant invitee parking. Landlord reserves the right to assign numbered parking spaces upon the complete lease-up of the Project.

39. INTENTIONALLY DELETED.

40. ACCESS.

Landlord and its agents will have the right to enter the Premises upon seventy-two (72) hours prior notice to Tenant to examine the condition of same or show the Premises to prospective tenants, or mortgagees, except for secured areas designated by Tenant. Notwithstanding the foregoing, Landlord shall not be required to furnish such notice to Tenant in the case of an emergency situation of impending peril to either person or property.

41. ESTOPPELS.

Tenant and Landlord agree to execute and deliver to the other party within fifteen (15) days from receipt of the other party's written request, estoppel certificates in a form acceptable to the requesting party, which certificates shall include information as to this Sublease as required by the requesting party, including, without limitation, whether this Sublease remains in full force and effect and whether Landlord or Tenant is in default of this Sublease.

42. MODIFICATION OR AMENDMENTS.

Upon approval of the Sublease by the City Council and after it has been fully executed by signature of all Parties, the Landlord designates the City Manager who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Sublease, such as amendments, adjustments to monetary revenue or expenditure not to exceed twenty five thousand dollars (\$25,000.00), and recordings and filing with the

City Clerk's Office. No amendment, change or modification of this Sublease shall be valid unless in writing and signed by both Landlord and Tenant.

43. GOVERNING LAW.

The interpretation and enforcement of this Sublease shall be governed in all respects by the laws of the State of Nevada.

44. COUNTERPARTS.

Each counterpart of this Sublease shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. Delivery of this Sublease may be accomplished by facsimile transmission of this Sublease. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Sublease.

45. MEMORANDUM OF SUBLEASE.

Neither this Sublease, nor any memorandum thereof, shall be recorded.

Remainder of Page Left Blank

IN WITNESS WHEREOF, the Parties hereto have executed this Sublease as of the day and year first above written.

CITY OF LAS VEGAS

"Landlord"

ATTEST:

By: _____
CAROLYN G. GOODMAN, Mayor

LUANN D. HOLMES, MMC, City Clerk

APPROVED AS TO FORM:

M. D. Holmes 7-21-21

WORKFORCE CONNECTIONS, a public agency

By: _____

Name: _____

Title: _____

Interlocal Sublease Agreement
Westside School

City Council meeting date: _____
Item No. _____

EXHIBIT “A”

SITE MAP



EXHIBIT "B"

PREMISES

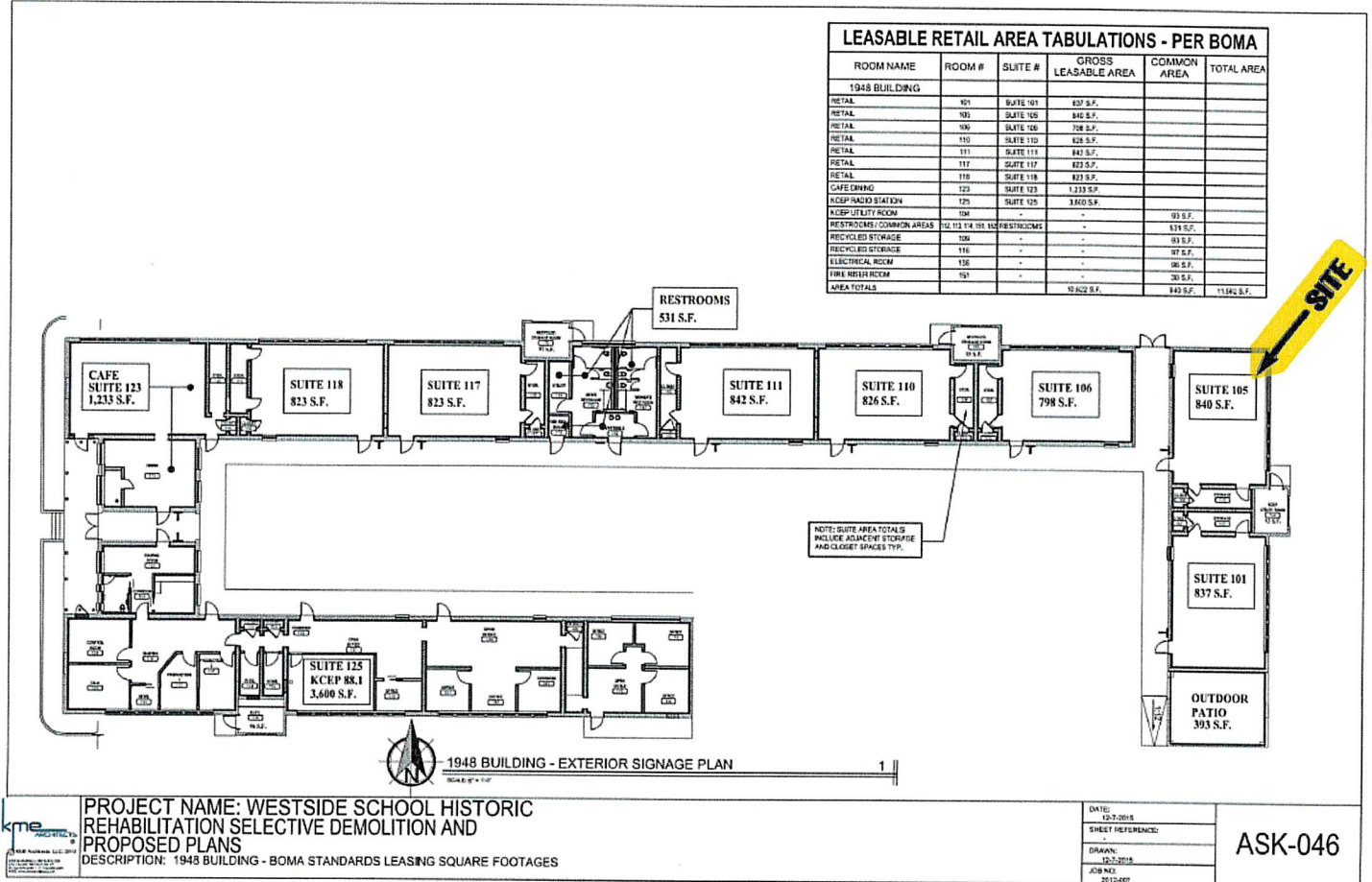


EXHIBIT “C”

EXCLUDED BUSINESSES RIDER

SUBTENANT NEW MARKETS TAX CREDIT (“NMTC”) DISCLOSURE:

WORKFORCE CONNECTIONS (“Subtenant”), by its execution hereof, acknowledges and agrees that in addition to any other use prohibition reflected in its Sublease Agreement, and in order to permit the Landlord to comply with the New Markets Tax Credit rules and regulations, it will not use any portion of the Premises (whether directly or through any permitted subtenant) to operate any of the following businesses:

- a. private or commercial golf course;
- b. country club;
- c. massage parlor;
- d. hot tub facility;
- e. suntan facility;
- f. race track or other facility used for gambling;
- g. any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

Items (a) through (g) above are hereafter referred to as the “Excluded Businesses”.

In addition to not performing any of the Excluded Businesses on the Premises, Subtenant shall not rent to others any portion of the Premises as a dwelling unit, as defined in Section 168(e)(2)(A)(ii)(I) of the U.S. Internal Revenue Code. Failure of Subtenant to comply with the Excluded Business prohibitions or the restriction on residential leasing will be a basis for immediate termination of the Sublease Agreement.

SUBTENANT:

Asian Chamber of Commerce 2560 Montessouri St. Ste. 205 Las Vegas, NV 89117 (702) 737-4300 lvacc.org	Key Foundation 1001 N. A St. Las Vegas, NV 89106 (702) 384-0202	NAACP, Las Vegas Chapter 3340 S. Topaz St. Ste. 150 Las Vegas, NV 89121 (702) 638-1300 naacplv.org	Nevada Partners, Inc. 710 W. Lake Mead Blvd. Las Vegas, NV 89030 (702) 399-5627 nevadapartners.com
Bureau of Vocational Rehabilitation of Southern Nevada 3016 W. Charleston Las Vegas, NV 89102 (702) 486-5230 http://detr.state.nv.us/	Las Vegas Indian Center 2300 W. Bonanza Rd. Las Vegas, NV 89106 (702) 647-5842 lasvegasindiancenter.org	National Association of Women in Construction (NAWIC) 150 N. Durango Dr., Ste. 100 Las Vegas, NV 89145 (702) 796-9986 nawiclasvegas.org	Urban Chamber of Commerce 1951 Stella Lake St. Ste.26 Las Vegas, NV 89106 (702) 648-6222 urbanchamber.org
College of Southern Nevada 6375 W. Charleston Blvd. Las Vegas, NV 89146 (702) 651-7563 csn.edu	Las Vegas Urban League 1024 W. Owens Ave Las Vegas, NV 89106 (702) 483-4200 lvccul.org	Nevada Job Connect 3405 S. Maryland Parkway Las Vegas, NV 89169 (702) 486-0129 nevadajobconnect.com	Veterans Chamber of Commerce 2691 Industrial Rd. Unit 40 Las Vegas, NV 89109 (702) 791-1791 veteranschambernv.org
Easter Seals of Southern Nevada 6200 West Oakey Blvd. Las Vegas, NV 89146 (702) 870-7050 http://sn.easterseals.com	Latin Chamber of Commerce 300 N. 13 th St. Las Vegas, NV 89101 (702) 385-7367 lvcc.com	Nevada Minority Business Enterprise Center (NMBEC) 626 S. 9 th St. Las Vegas, NV 89101 (702) 382-9522 http://newventurescdc.com/nvmbec.html	Women's Chamber of Commerce 2300 W. Sahara Ste. 800 Las Vegas, NV 89102 (702) 733-3955 womenschamberofnevada.org
Foundation for an Independent Tomorrow 1931 Stella Lake Drive Las Vegas, NV 89106 (702) 367-4348 lasvegasfit.com	National Association of Women Business Owners (NAWBO) PO Box 96355 Las Vegas, NV 89193 (702) 571-0462 nawbosnv.org	Nevada Office of Veterans Services 950 W. Owens Dr. Room 111 Las Vegas, NV 89106 (702) 636-3070 veterans.nv.gov	Women's Development Center 4020 Pecos McLeod Las Vegas, NV 89121 (702) 796-7770 wdclv.org

EXHIBIT “D”

LANDLORD’S OBLIGATIONS PURSUANT TO LEASE AGREEMENT

A. ASSIGNMENT AND SUBLETTING.

Neither the Lease Agreement nor any interest of the City pursuant to the Lease Agreement will be sold, mortgaged, pledged, assigned, or transferred by the City by voluntary act or by operation by law or otherwise, except with the prior written consent of the Project Borrower. Prior to delivery of notice to City of an Event of Default with respect to the CDE Loan or the Lease Agreement, the City may sublease the Facility in whole or in part without the necessity of obtaining the consent of the Project Borrower. The City shall, within thirty (30) days after such sublease, furnish or cause to be furnished to the Project Borrower a true and correct copy of such sublease, as the case may be. The City agrees that this Sublease shall be subject to all of the following conditions:

i. The Lease Agreement and the obligation of the City to make all Lease Payments thereunder shall remain the primary obligation of the City;

ii. The City shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Project Borrower and the CDE Lender a true and complete copy of this Sublease;

iii. This Sublease of the Facility by the City is explicitly subject to all rights of the Project Borrower and the CDE Lender under the Lease Agreement, including, the right to re-enter and re-let the Facility or terminate the Lease Agreement upon a default by the City; and

iv. This Sublease of the Facility by the City is to a Tenant Qualified Business. “Tenant Qualified Business” means, as it relates to Section 1.45D-1(d)(5) of the Treasury Regulations, any trade or business except (a) the rental of Residential Rental Property; or (b) any trade or business consisting of the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

v. This Sublease being entered into by the City with respect to the Facility includes the Excluded Uses Rider attached to the Sublease as Exhibit “D” and requires compliance with the foregoing use restrictions and provides that any failure to comply will be a material default giving rise to an immediate right of termination of Sublease to the extent permitted by applicable law subject to the minimum notice requirements of applicable law.

vi. This Sublease requires the Subtenant to provide information to the City which is required by the Community Benefits Agreement between the Project Borrower and the CDE Lender dated as of the date hereof.

B. RENT ROLLS.

The City shall provide the Project Borrower within thirty (30) days after the end of each calendar quarter rent rolls and related information for the Facility, including, but not limited to, information about each tenant, such tenant's use of the Facility and whether such use includes any business other than Tenant Qualified Businesses (as defined in the Project Borrower Loan Agreement and incorporated herein by reference).

C. COPIES OF SUBLEASES.

The City will provide to the Project Borrower, promptly upon receipt, copies of all subleases for the Facility.

D. OTHER PROJECT BORROWER REQUIREMENTS.

The City will provide the Project Borrower such information and sign such documents as are necessary for the Project Borrower to make timely, accurate and complete submissions of (i) federal and state income tax returns, (ii) reports to governmental agencies, (iii) any other reports or certificates required to be delivered by CDE Lender and the Investment Funds (as defined in the Project Borrower Loan Agreement).

The City will provide the Project Borrower such information and sign such documents as are necessary for the Project Borrower to comply with the Project Borrower Loan Agreement, including, without limitation, the New Markets Tax Credit Covenants in Section 7.33 of the Project Borrower Loan Agreement.

EXHIBIT“E”

MOU

SEE ATTACHED

MEMORANDUM OF UNDERSTANDING BETWEEN
WORKFORCE CONNECTIONS
AND
CITY OF LAS VEGAS

This Memorandum of Understanding (hereinafter "**MOU**") is made and entered into this 4th day of August, 2021, between Workforce Connections, a public agency (hereinafter referred to as "**WC**") and the City of Las Vegas, a Nevada municipal corporation (hereinafter referred to as "**CLV**"). The CLV and WC may be referred to herein singularly as a "party" and collectively as "parties".

This MOU is effective on the date signed by the Parties, whichever 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").

DEFINITIONS

The Parties agree that the following terms shall have the following definitions:

Workforce Innovation and Opportunity Act ("WIOA"): is a United States public law that replaced the previous Workforce Investment Act of 1998 as the primary federal workforce development legislation to bring about increased coordination among federal workforce development and related programs.

One-Stop Delivery System ("OSDS"): An integrated public workforce development system that links diverse talent to businesses providing many employment and training resources in Southern Nevada.

Employ NV Career Hub ("ENVCH"): Part of the Southern Nevada Workforce Development System (SNWDS), which directly provides an array of workforce development, employment, training, and educational services. It serves as an access point that brings together a series of partner programs and entities responsible for workforce development, education, and economic development to collaborate in the implementation of a seamless customer-focused service delivery environment for jobseekers and employers.

RECITALS

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

WHEREAS, it is deemed that the services and resources of CLV hereinafter set forth are both necessary to deliver Workforce Innovation and Opportunity Act (“WIOA”) services and in the best interest of the residents of Southern Nevada;

WHEREAS, CLV owns the Westside School Campus located at 330 W. Washington Avenue, Las Vegas, Nevada, at which the parties intend that WC will operate a One-Stop Center (the “Center”); and

WHEREAS, WC and CLV have or will enter into a sublease of Suite #105 for the Center with CLV consisting of approximately 840 square feet in said Westside School Campus with a term of (4) years and for no base rent or other costs to WC and on other terms and conditions contained in the sublease; and

WHEREAS, WC is designated as Southern Nevada's Local Workforce Development Board and is responsible for the operation of the ENVCH in the Southern Nevada Workforce Development Area.

WHEREAS, WC is capitalizing on the extraordinary opportunity to improve job training and career options for Southern Nevadans through a modernized, comprehensive, integrated, job-driven and streamlined local ENVCH that links diverse talent to businesses.

WHEREAS, the Center shall have a dedicated focus on youth and adults with barriers to employment. Consistent with priority of service, the system will also target special populations including but not limited to: veterans, people with disabilities, re-entry, foster youth, and English language learners;

WHEREAS, WC's mission is "Connecting Employers to a Ready Workforce”, by which WC establishes dynamic partnerships with employers and the community to connect job seekers to education, job training and employment opportunities.

WHEREAS, it is part of CLV’s mission to increase economic mobility for low-income and/or less educated workers through employer partnerships and career pathways within targeted, high demand sectors and CLV is committed to working beside the community and OSDS to remove barriers preventing the unemployed and underemployed from earning livable wages.

MOU

I. PURPOSE

The entire scope and success of the ENVCH is dependent on strong and active community partners. The purpose of this MOU is to outline the ENVCH partnership that establishes the Center and, details how each partner contributes to the employment and training services to be provided at the Center to customers. The Parties agree that this MOU is intended to apply only to the Center and does not create any obligation on either party to expand serviced to other CLV or WC facilities.

A. WC agrees that the six (6) primary components to be provided by WC at the Center are:

- 1) In addition to WIOA Title I, Center will make available to jobseekers one or more of the WIOA core mandated partner programs, services and activities (Title I, II, III, IV and TANF). Center does not need to provide access to every required WIOA partner program. Center is an access point for all mandated partner services provided through the OSDS in the local area.
- 2) The frequency of program staff's physical presence at the Center will be determined by the need in Southern Nevada Workforce Development Area.
- 3) The ENVCH should be implemented in a manner that supplements and enhances customer access to services.
- 4) The Center must be physically and programmatically accessible to individuals with disabilities.
- 5) The Center will have a dedicated focus on youth and adults with barriers to employment. Consistent with priority of service, the system will also target special populations including, but not limited to: veterans, people with disabilities, re-entry, foster youth, English language learners, etc.
- 6) The Center will have access to required OSDS partners who provide access to programs, services, and activities through electronic means, if applicable and practical. The provision of programs and services by electronic methods such as websites, telephones, or other means must improve the efficiency, coordination and quality of OSDS partner services. Electronic delivery must not be a substitute to making services available at Center, if a partner is participating in the Center. Electronic delivery must be in compliance with the nondiscrimination and Equal Opportunity provisions of WIOA and its implementing regulations.

II. RESPONSIBILITIES AND EXPECTATIONS

A. Workforce Connection's Obligations

WC is responsible for the following, with respect to this partnership under this MOU:

- Ensure adequate professional workforce development staff are assigned to the Center;
- Procure and award a sub-recipient that will provide employment and training services including, but not limited to, intake/navigation, career services, career coaching, training, job development, and employer services;
- Ensure WC ENVCH staff and activities comply with CLV policies, procedures, and operating hours;

- Ensure WC ENVCH staff work within CLV Project Manager's authority at the Center. CLV's representative will work with WC Employ NV Career Hub staff to schedule space, conduct programs, services and activities at the Center, and communicate regularly on operations issues;
- Provide interior and exterior signage at the Center as has been already approved by the CLV and WC;
- Provide computer hardware, support, and workforce development software;
- Provide workforce development training for on-site staff;
- Actively participate in related partner meetings and training;
- Provide coordination, technical assistance, training and support services to WC professionals, as needed;
- Actively pursue and serve as fiscal agent for any collaborative partner funding restricted to the ENVCH /WC/CLV initiative(s);
- Lead all related community workforce development assessments, evaluations and results reporting;
- Work with CLV to obtain permission to make minor improvements to launch new ENVCH services, as needed, including small equipment and furnishings that complement CLV space, furniture, and technology;
- WC will provide telephone system, high speed internet, and secure WIFI technology.

B. City Of Las Vegas Obligations

CLV is responsible for the following, with respect to this partnership under this MOU:

- Work with WC ENVCH staff to schedule and conduct ENVCH partner activities and implement program improvements;
- Work with WC to promote and co-brand the partnership and program services conducted at the Center;
- Work with WC and provide input for developing any prospective collaborative funding restricted to the ENVCH/WC/CLV initiative(s);
- Actively participate in related partner meetings and training;
- Work with WC staff to provide permission to make minor improvements to launch new

ENVCH affiliate services, as needed, including small equipment and furnishings that complement CLV space, furniture, and technology.

III. ATTRIBUTION

Each party shall acknowledge WC as a program partner when developing information for public dissemination. All collateral materials must also include the ENVCH logo, as provided by the organization, as well as language pertaining to equal opportunity. The following language shall be used for consistency: "An equal opportunity employer/program, auxiliary aids and services are available upon request to individuals with disabilities, Relay 711 or 1-800-326-6868."

The CLV logo shall not be used without the prior written consent of CLV.

IV. DEBARMENT/SUSPENSION STATUS

Each party certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Each party agrees to provide immediate notice to the other party in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the term of this MOU.

V. TERM

This MOU will have a term commencing on the Effective Date and expiring four (4) years after the Effective Date, unless sooner terminated by either party as set forth in Section VI of this MOU.

VI. TERMINATION

Either WC or CLV may terminate this MOU at any time by giving thirty (30) days written notice of termination to the other party. In this case, both parties shall upon receipt of notice of termination, refrain from scheduling future activities and shall use its best efforts to cancel any commitments made by it prior to receipt of such notice. Termination shall, however, not affect any commitments of either party which have properly become legally binding prior to the effective date of notice of termination or termination, and which could not reasonably have been rescinded by either party. Upon termination, or notice thereof, the parties agree to cooperate in the orderly transfer of service responsibilities, case records, pertinent documents and all equipment and materials purchased with WC funds. WC shall be permitted to remove all of its furniture, computers, equipment and other items belonging to WC at no cost to WC.

VII. NOTICES

- (a) All notices or other communications required or permitted to be given under this MOU 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 CLV: City of Las Vegas
 ATTN: Ryan Smith
 495 South Main Street, 6th Floor
 Las Vegas, Nevada 89101-2986
 Phone: (702) 229-2474
 Email: rysmith@lasvegasnevada.gov

With a copy to: John Ridilla
 495 South Main Street, 6th Floor
 Las Vegas, Nevada 89101-2986
 Phone: (702) 229-6206
 Email: jridilla@lasvegasnevada.gov

FOR WC: Workforce Connections
 ATTN: Jaime Cruz, Executive Director
 6330 West Charleston BLVD. Suite 150
 Las Vegas, Nevada 89146
 Phone: (702) 638-8750
 Email: jcruz@nvworkforceconnections.org

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) For purposes of this MOU, 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 MOU.
- (d) Routine correspondence to a respective party should be directed to such party’s designated representative, as appropriate.

VIII. INSPECTION & AUDIT

- a. Books and Records. Each party agrees to keep and maintain full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the United States Government, State of Nevada, CLV, WC, or any of their authorized representatives sufficient information to determine compliance with all federal, state and local regulations, statutes, and policies upon audits or reviews.
- b. Period of Retention. All books, records, reports, and statements relevant to this MOU must be retained a minimum three years and for five years if any federal funds are used in this MOU. The retention period runs from the date of termination of this MOU. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

IX. LIMITED LIABILITY

The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases, including, without limitation any claims between the parties. Contract liability of both parties shall not be subject to punitive or consequential damages.

X. FORCE MAJEURE

Neither party shall be deemed to be in violation of this MOU if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the MOU after the intervening cause ceases.

XI. INTENTIONALLY OMITTED

XII. INDEPENDENT PUBLIC AGENCIES

The parties are associated with each other only for the purposes and to the extent set forth in this MOU, and in respect to performance of services pursuant to this MOU, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this MOU and NRS 277.110, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this MOU. Nothing contained in this MOU shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

XIII. ASSIGNMENT

Neither party shall assign, transfer, or delegate any rights, obligations or duties under this MOU without the prior written consent of the other party. Any assignment or delegation shall not relieve any party of its obligations under this MOU.

XIV. SEVERABILITY

If any provision in this MOU is held to be unenforceable by a court of law or equity, this MOU shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision(s) of this MOU unenforceable. The parties further agree to amend this MOU 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 MOU from being void should a provision which is of the essence of this MOU be determined void.

XV. OWNERSHIP OF PROPRIETARY INFORMATION

Unless otherwise provided by WIOA law, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this MOU), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this MOU shall be the joint property of both parties.

XVI. PUBLIC RECORDS

The parties each acknowledge that each is subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statutes (the "Public Records Act") and therefore any and all information or documents hereunder are open to public inspection and copying by the general public and are deemed to be public records and the parties agree that any disclosure made as required by the Public Records Act shall not be a violation of this MOU.

XVII. CONFIDENTIALITY

Subject in all cases to the Public Records Act and any disclosure required by the Public Records Act, each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

Nothing in this MOU requires any party to violate, or protect the violation, of any law applicable to either party. Disclosures made pursuant to and in compliance with 18 U.S.C §1833(b) shall be subject to the full rights and immunities granted pursuant to 18 U.S.C §1833(b)(1).

XVIII. PROPER AUTHORITY

The parties hereto represent and warrant that the person executing this MOU on behalf of each party has the full power and authority to enter into this MOU and that the parties are authorized

by law to perform the services set forth herein.

XIX. GOVERNING LAW; JURISDICTION

This MOU and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the County of Clark, State of Nevada for enforcement of this MOU.

XX. ENTIRE AGREEMENT

This MOU constitutes the entire MOU of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this MOU, no modification or amendment to this MOU shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

This MOU may be signed in counterparts, each of which shall be deemed to be an original and all such counterparts together shall constitute one and the same original. Facsimile or electronic signatures shall be binding on the parties hereto as if they were original signatures.

SIGNATURES ON NEXT PAGE

WITNESS WHEREOF, the parties have caused this MOU to be signed and intend to be legally bound thereby.

WORKFORCE CONNECTIONS, a public agency:

Signed: _____
JAIME CRUZ, Executive Director

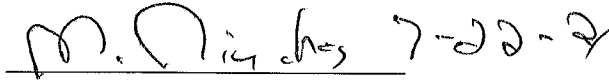
Date

CITY OF LAS VEGAS, a political subdivision of Nevada:

By: _____
Jorge Cervantes, City Manager

Date

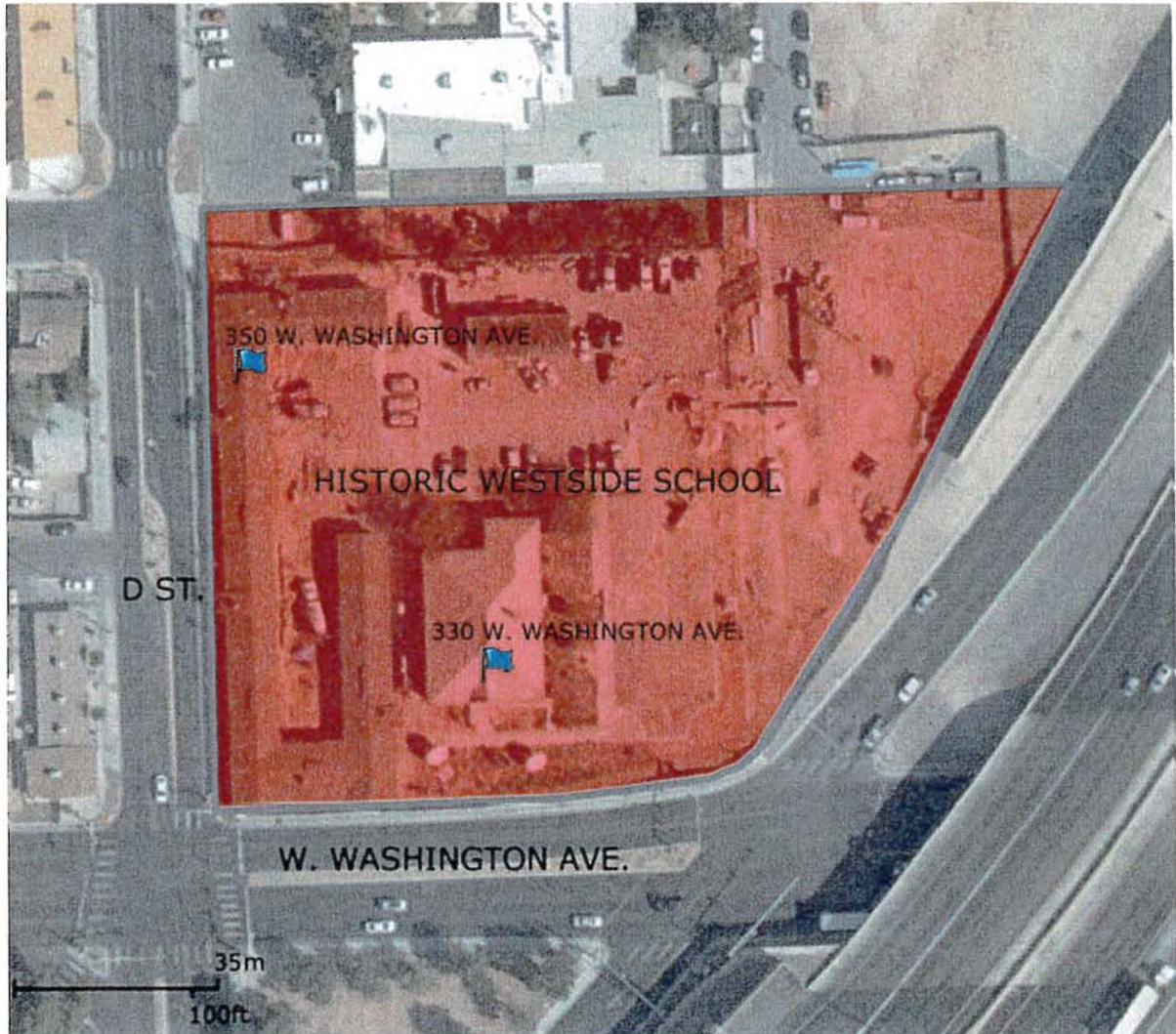
APPROVED AS TO FORM:



City Attorney

SITE MAP

330 West Washington Avenue





AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
27

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

DISCUSSION

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Jennifer Young to the Southern Nevada Health District Public Health Advisory Board

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Public Health Advisory Board was created by the 78th Session of the Nevada Legislature. The board consists of a mix of representatives of the medical community, a resident from each city in the county and an environmental specialist. Mr. James Wright was appointed to fill the unexpired term of a previous member which expired in June of 2019 and was then reappointed to a full two-year term, which expired in June. Due to residency requirements, he can not be reappointed and a new appointment must be made. Ms. Jennifer Young is qualified and wishes to be appointed to serve on this board.

RECOMMENDATION:
That the Council appoint Ms. Young or instruct staff to bring forward an item to a future meeting to make a new appointment.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

7-3-2019

**SOUTHERN NEVADA HEALTH DISTRICT
Public Health Advisory Board**

<u>MEMBER</u>	<u>ZIP CODE</u>	<u>DATE APPT.</u>	<u>TERM EXP.</u>
JAMES P. WRIGHT	89135	4-3-2019 (reappt. 7-3-2019)	6-10-2021

Purpose: In 2015, SB314 was enacted revising provisions governing certain health districts. NRS439 was thereby amended to create a public health advisory board in counties with a population of 700,000 or more. This 8 member board will advise the Southern Nevada District Board of Health on matters relating to local public health planning and policy.

Authority: NRS439

Term: 2 years

Appointees: Per Section 3(3), one resident of each city in the county selected by the governing body of such city. (cont.)

Notes: Unexpired terms must be filled in the same manner as the original selection.

Dr. Joseph P. Iser
Chief Health Officer
Southern Nevada Health District
280 S. Decatur Blvd
Las Vegas NV 89107



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
28

DEPARTMENT: City Attorney
DIRECTOR: Bryan K. Scott

DISCUSSION

SUBJECT:

RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2021-28 - For possible action - 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:

ADOPTION at the August 4, 2021 City Council Meeting pursuant to the July 19, 2021 Recommending Committee Meeting.

First Reading – 7/7/2021

First Publication – 7/22/2021

BACKUP DOCUMENTATION:

1. Bill No. 2021-28 and location map

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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

1 the annexation proceedings were instituted;

2 B. More than one-eighth (1/8) of the aggregate external boundaries of the
3 area are contiguous to the City;

4 C. The territory proposed to be annexed is not included within the boundaries
5 of another incorporated city or within the boundaries of any unincorporated town as those
6 boundaries existed as of July 1, 1983;

7 D. The City is eligible to annex the described territory because the present or
8 previous landowners have signed a petition constituting one hundred percent (100%) of the owners
9 of record of individual lots or parcels of land within the annexation area.

10 SECTION 3: The City will provide police protection through the Las Vegas
11 Metropolitan Police Department, fire protection, street maintenance, and library services
12 immediately upon annexation. Garbage collection by the company franchised by the City will also
13 be provided immediately. The City sanitary sewer system will serve the proposed annexation area.
14 Any connection to or extension of this sewer line to serve the annexation area shall be at the
15 expense of the landowners. Other services, such as participation in the City's recreational
16 programs, special education classes and programs, public works planning, building inspections, and
17 other City services will also be available immediately. Utilities such as gas, electricity, telephone,
18 and water are provided by private utility companies and other services to the area will not be
19 affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not
20 in place at the time of annexation will be installed in the presently developed areas upon the request
21 of the property owners and at their expense by means of special assessment districts. Such
22 improvements will be extended into the undeveloped areas as development takes place and the
23 need therefor arises, and will be located according to the needs of the area at that time. Such
24 installations will also be made at the expense of the property owners, either by means of special
25 assessment districts or as prerequisites to the approval of subdivision plats, building permits or

1 other land use or development applications.

2 SECTION 4: The annexation of the described territory shall become effective
3 on the 12th day of August, 2021, and on that date the City will have the funds appropriated in
4 sufficient amount to finance the extension into the described territory of police protection, fire
5 protection, street maintenance, street sweeping, and street lighting maintenance.

6 SECTION 5: The described territory, together with the inhabitants and property
7 thereof, shall, from and after the 12th day of August, 2021, be subject to all debts, laws, ordinances
8 and regulations in force in the City and shall be entitled to the same privileges and benefits as other
9 parts of the City, and shall be subject to municipal taxes levied by the City.

10 SECTION 6: The City Engineer is hereby instructed to cause to be prepared an
11 accurate map or plat of the described territory and to record the map or plat, together with a
12 certified copy of this ordinance, in the office of the County Recorder of Clark County, Nevada,
13 which recording shall be done prior to the 12th day of August, 2021.

14 SECTION 7: The described territory, which previously has been zoned R-E
15 (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification),
16 which is deemed to be the City equivalent of the County classification.

17 SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause
18 or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or
19 invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the
20 validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City
21 Council of the City of Las Vegas hereby declares that it would have passed each section,
22 subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that
23 any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be
24 declared unconstitutional, invalid or ineffective.

25 SECTION 9: All ordinances or parts of ordinances or sections, subsections,

1 phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las
2 Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

3 PASSED, ADOPTED and APPROVED this ____ day of _____, 2021.

4 APPROVED:

5
6 By _____
CAROLYN G. GOODMAN, Mayor

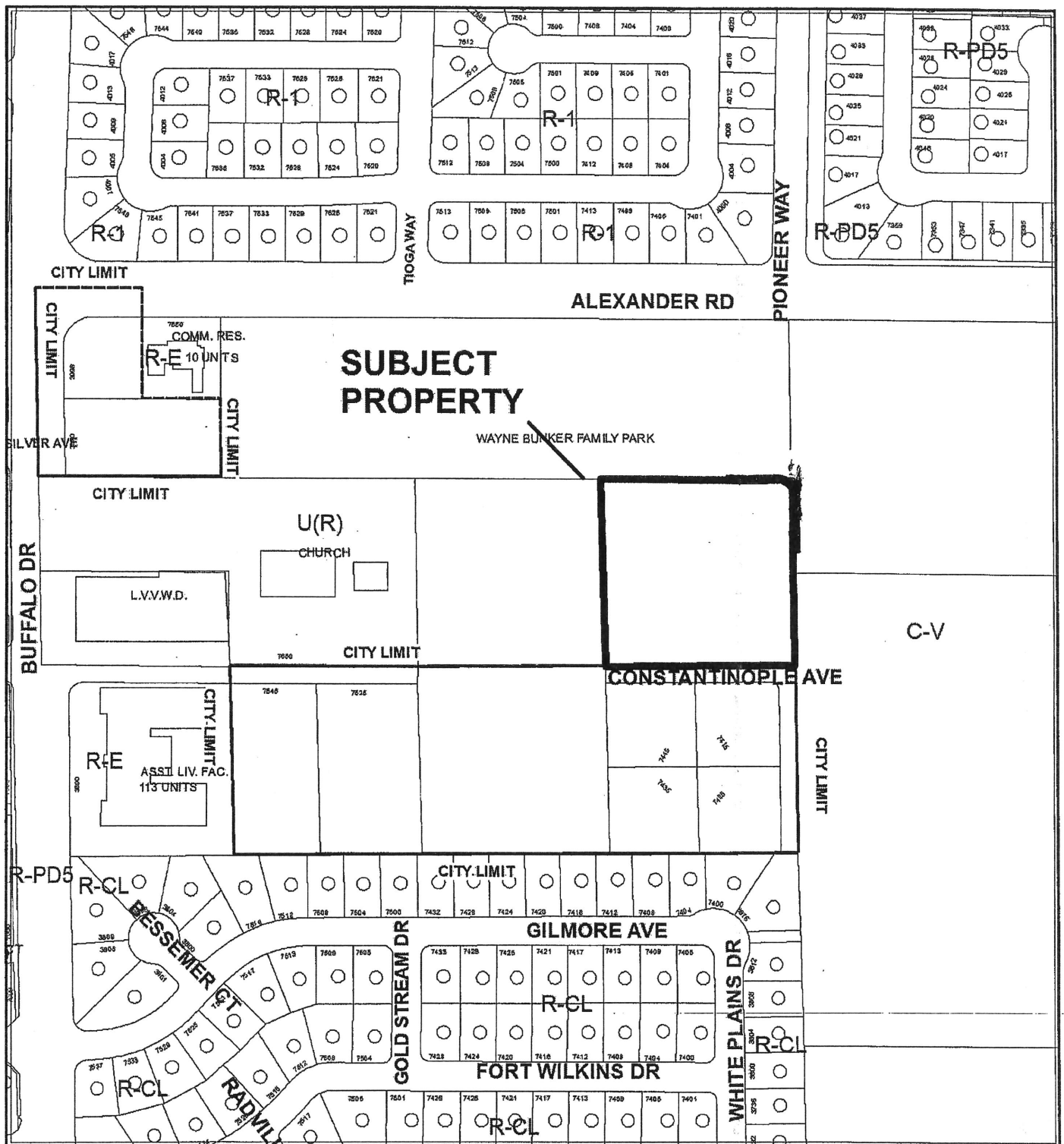
7 ATTEST:

8 _____
9 LUANN D. HOLMES, MMC
City Clerk

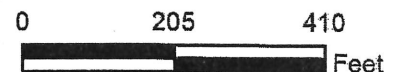
10 APPROVED AS TO FORM:

11 Val Steed 6-21-21
12 Val Steed, Date
13 Deputy City Attorney
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1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2021, and referred to a committee for recommendation, the
3 committee being composed of the following members _____
4 _____;
5 thereafter the said committee reported favorably on said ordinance on the ____ day of
6 _____, 2021, which was a _____ meeting of said Council;
7 that at said _____ meeting, the proposed ordinance was read by title to the
8 City Council as first introduced and adopted by the following vote:
9 VOTING "AYE": _____
10 VOTING "NAY": _____
11 ABSENT: _____
12
13 APPROVED:
14
15 By _____
16 CAROLYN G. GOODMAN, Mayor
17
18 ATTEST:
19
20 _____
21 LUANN D. HOLMES, MMC
22 City Clerk
23
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CASE:21-0179-ANX1





AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
29

DEPARTMENT: City Attorney
DIRECTOR: Bryan K. Scott

DISCUSSION

SUBJECT:

RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. Z-2021-1 - Amends the City's Official Zoning Map by changing the zoning designations of certain parcels of land to reflect and formalize rezoning applications previously approved by the City Council. Proposed by: Seth T. Floyd, Director of Community Development

FISCAL IMPACT:

None

PURPOSE/BACKGROUND:

This bill will amend the City's Official Zoning Map to formally record a change in the zoning designations of approximately 140 parcels whose rezoning was approved by the City Council during the 2020 calendar year. The bill merely formalizes by ordinance the rezoning actions previously taken.

RECOMMENDATION:

ADOPTION at the August 18, 2021 City Council Meeting, pursuant to the August 2, 2021 Recommending Committee Meeting.

First Reading – 7/21/2021

First Publication – 8/5/2021

BACKUP DOCUMENTATION:

1. Bill No. Z-2021-1

BILL NO. Z-2021-1

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LAS VEGAS BY CHANGING THE ZONING DESIGNATIONS OF CERTAIN PARCELS OF LAND TO REFLECT AND FORMALIZE REZONING APPLICATIONS PREVIOUSLY APPROVED BY THE CITY COUNCIL, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Seth T. Floyd,
Director of Community Development

Summary: Amends the City's Official Zoning Map by changing the zoning designations of certain parcels of land to reflect and formalize rezoning applications previously approved by the City Council.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS
FOLLOWS:

SECTION 1: The Official Zoning Map of the City of Las Vegas, as adopted in Title 19, Chapter 00, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by changing the zoning designations for the parcels of land listed in the attached document. The parcels of land have been approved for rezoning by vote of the City Council pursuant to applicable zoning regulations. Therefore, changing the corresponding zoning designations on the Official Zoning Map is now indicated. On the attached document, the parcels are listed by Assessor's Parcel Number. The attached document shows, for each parcel, the zoning designation currently shown on the Official Zoning Map (indicated as "Current Zoning") and the new zoning designation to be shown for the parcel (indicated as "New Zoning").

SECTION 2: The Department of Planning is authorized and directed to make such changes to the Official Zoning Map as are necessary to reflect the amendments described in Section 1 of this Ordinance. In accordance with LVMC 19.00.100, the Official Zoning Map is stored and maintained in the offices of the Department of Planning.

SECTION 3: 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

1 remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby
2 declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase
3 thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs,
4 sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

5 SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases,
6 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983
7 Edition, in conflict herewith are hereby repealed.

8 PASSED, ADOPTED and APPROVED this ____ day of _____, 2021.

9 APPROVED:

10
11 By _____
12 CAROLYN G. GOODMAN, Mayor

13 ATTEST:

14 _____
15 LUANN D. HOLMES, MMC
16 City Clerk

17 APPROVED AS TO FORM:

18 _____
19 Val Steed, 7-6-21
20 Date
21 Deputy City Attorney
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1 The above and foregoing ordinance was first proposed and read by title to the City Council on the ____ day
2 of _____, 2021, and referred to a committee for recommendation, the committee being
3 composed of the following members _____;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2021, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council as first
7 introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11 APPROVED:

12
13 By _____
CAROLYN G. GOODMAN, Mayor

14 ATTEST:

15 _____
16 LUANN D. HOLMES, MMC
City Clerk

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Parcel #	Current Zoning	New Zoning
16204110006	R-1	T3-N
16204110007		
16204110008		
16204110009		
16204110010		
16204110011		
16204110012		
16204110013		
16204110014		
16204110015		
16204111003		
16204111004		
16204111005		
16204111006		
16204111007		
16204111008		
16204111009		
16204111010		
16204111011		
16204111012		
16204111013		
16204111014		
16204110003	R-1	T4-C
16204110004		
16204110005		
16204111002		
16204111015		
16204101002	O	T4-C
16204111016		
16204111017		
16204111018		
16204112005		
16204510004		
16204510005		
16204510006		
16204510007		
16204110016	P-R	T4-C
16204111001		
16204112004		
16204112006		
16204112007		
16204112008		
16204112011		
16204101006	R-E	T4-C
13932802031	C-D	T4-C
16204116001		
16204116002		

Parcel #	Current Zoning	New Zoning
13932802012	C-1	T4-C
13932802015		
13932802019		
13932802020		
13932802024		
13932802032		
13932802033		
13932802034		
13932802035		
16204101001		
16204101003		
16204101004		
16204101005		
16204101008		
16204101009		
16204101010		
16204101013		
16204110001		
16204110002		
16204110017		
16204112009		
16204112010		
16204112019		
16204112020		
16204112021		
16204510001		
16204510002		
16204510003		
16204117002	P-R	T4-N
16204117003		
12601702008	U	C-1
13920301009	R-3	R-CL
12518501014	U	T-C
12507601006	PD	R-4
12625301003	R-E	C-1
13701301024	U	PD
16202517019	P-R	P-O
13809201020	P-O	R-TH
13809301001		
12636101017	C-V	C-2
16301103001	U	C-1
12625401004	R-E	R-3
12625401005		
12625401008		
13925410001	R-E	R-4
13925410002		
13925410009		

Parcel #	Current Zoning	New Zoning
13823110032	P-R	R-CL
13929704037	R-4	C-2
13935413112	P-4	C-1
13835815003	R-1	P-O
13803301001	U	R-1
13803301004		
13921804010	C-V and R-3	C-1
13831210009	C-V	C-1
13836401012	R-PD15	R-3
13836401013		
13836401014		
13836401015		
13836401016		
13836401017		
13836401018		
13836401019		
13836401020		
13836406001		
13836406009		
12520301019	U	T-C
16203112005	R-4	C-2
16203116002		
16203116001	R-3	C-2
16203116004		
16203116005		
12614710001	C-V	P-D
12614710002		
12614710003		
12614710004		
12614810001		
12614810002		
12623510001		
12623510002		
12623510003		
12623610001		
12623610002		
12623610003		
12623710001	U	P-D
12623710004		
12623810001		
12623810002		
12623810003		
12623810004		
12626510001		
12626610001		
12626610002		



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
30

DEPARTMENT: City Attorney
DIRECTOR: Bryan K. Scott

DISCUSSION

SUBJECT:

RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2021-32 - Amends LVMC Chapter 19.04 to add a new section to provide procedures and standards by which parklets and streateries may be established within public rights-of-way and adjacent to public sidewalks in order to provide certain amenities, and amends LVMC Chapter 19.18 to provide corresponding definitions. Sponsored by: Councilwoman Olivia Díaz

FISCAL IMPACT:

None

PURPOSE/BACKGROUND:

This bill will amend LVMC Chapter 19.04 to add a new section to provide procedures and standards by which parklets and streateries may be established within public rights-of-way and adjacent to public sidewalks in order to provide certain amenities. The bill will also amend LVMC Chapter 19.18 to provide corresponding definitions. The concept of parklets and streateries has been received well in other areas of the country and is consistent with operations that have been permitted temporarily within the City.

RECOMMENDATION:

ADOPTION as a First Amendment at the August 18, 2021 City Council Meeting, pursuant to the August 2, 2021 Recommending Committee Meeting.

First Reading – 7/21/2021

First Publication – 8/5/2021

BACKUP DOCUMENTATION:

1. Bill No. 2021-32

1 **BILL NO. 2021-32**

2 **ORDINANCE NO. _____**

3 AN ORDINANCE TO AMEND LVMC CHAPTER 19.04 TO ADD A NEW SECTION TO PROVIDE
4 PROCEDURES AND STANDARDS BY WHICH PARKLETS AND STREATERIES MAY BE
5 ESTABLISHED WITHIN PUBLIC RIGHTS-OF-WAY AND ADJACENT TO PUBLIC SIDEWALKS IN
6 ORDER TO PROVIDE CERTAIN AMENITIES; TO AMEND LVMC CHAPTER 19.18 TO PROVIDE
7 CORRESPONDING DEFINITIONS; AND TO PROVIDE FOR OTHER RELATED MATTERS.

8 Sponsored by: Councilwoman Olivia Díaz

Summary: Amends LVMC Chapter 19.04 to add
a new section to provide procedures and standards
by which parklets and streateries may be
established within public rights-of-way and
adjacent to public sidewalks in order to provide
certain amenities, and amends LVMC Chapter
19.18 to provide corresponding definitions.

11
12 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS
13 FOLLOWS:

14 SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19
15 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in
16 Section 2 and 3 of this Ordinance. The amendments are deemed to be amendments to both Ordinance No.
17 6289 and the Unified Development Code adopted as Title 19.

18 SECTION 2: Title 19, Chapter 4, is hereby amended by adding thereto a new Section 390,
19 reading as set forth in Exhibit A attached hereto.

20 SECTION 3: Title 19, Chapter 18, Section 20, is hereby amended by adding thereto, at
21 the appropriate locations, the following terms and their corresponding definitions:

22 **Parklet.** An area that:

- 23 1. Is located within public right-of-way and generally is adjacent to a public sidewalk and
24 appears as if it were an extension of the sidewalk;
- 25 2. Is constructed of non-permanent materials; and
- 26 3. Provides a public amenity, including without limitation open space or a seating area.

1 **Streatory.** An area that:

2 1. Is located within public right-of-way and generally is adjacent to a public sidewalk and
3 appears as if it were an extension of the sidewalk;

4 2. Is constructed of non-permanent materials; and

5 3. Provides outdoor seating space for patrons of a nearby restaurant, tavern or similar business.

6 SECTION 4: The Department of Planning is authorized and directed to incorporate into
7 the Unified Development Code the amendments contained in and adopted by Sections 2 and 3 of this
8 Ordinance.

9 SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase
10 in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by
11 any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the
12 remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby
13 declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase
14 thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs,
15 sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 6: 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, Deputy City Attorney

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the ____ day
2 of _____, 2021, and referred to a committee for recommendation, the committee being
3 composed of the following members _____;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2021, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council as first
7 introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11 APPROVED:

12
13 By _____
CAROLYN G. GOODMAN, Mayor

14 ATTEST:

15 _____
16 LUANN D. HOLMES, MMC
City Clerk

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EXHIBIT A

19.04.390 Parklets and Streateries

A. Purpose and Intent

This Section provides standards for the construction, placement and operation of parklets and streateries. The intent of these guidelines is to promote the activation of space for public activity in an orderly and safe manner that provides aesthetic enhancement to the community.

B. Applicability

The standards set forth in this Section are minimum requirements that apply to a parklet or streatory approved through a license agreement or other document qualifying as an “encroachment agreement” under LVMC 13.32.020. The provisions of this Section and compliance therewith are not intended to supersede the application of any other provision of the Municipal Code that may pertain to the use of public right-of-way. A Variance, Administrative Deviation or Waiver under this Title is not available to vary any standard set forth herein regarding parklets or streateries.

C. Parklet and Streatory Design Standards

1. Parklet and Streatory Location Types. Parklets and streateries are designed to offer creative usable outdoor space within compact urban areas where open space opportunities are limited.

a. Streetside. Parklets and streateries typically will be located within one or more existing on-street public parking spaces adjacent to a host/sponsor business. Parking spaces may be angled, parallel or perpendicular. See Figure 1 for examples. No parklet or streatory may occupy handicapped parking spaces at any time.

b. Other public rights-of-way. Occasionally there may be unimproved rights-of-way that allow for a parklet or streatory. Eligible locations may be predesignated by the City. In addition, individual locations may be identified by a prospective host/sponsor business as an ideal location. The prospective host/sponsor business shall coordinate with the Department of Planning and the Department of Public Works to determine the feasibility of utilizing any such location.

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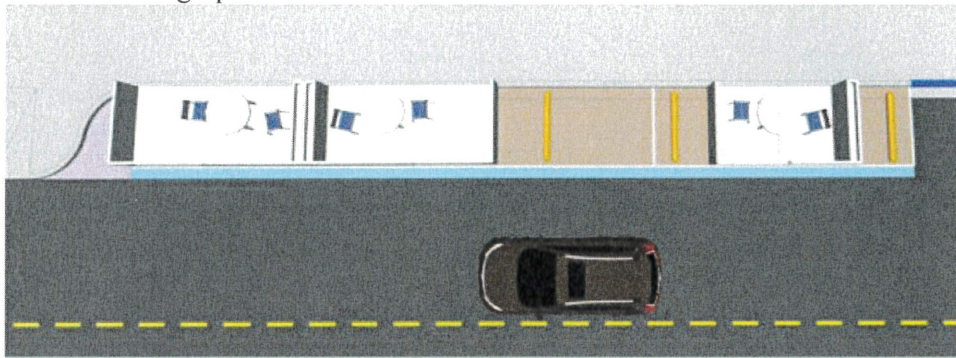
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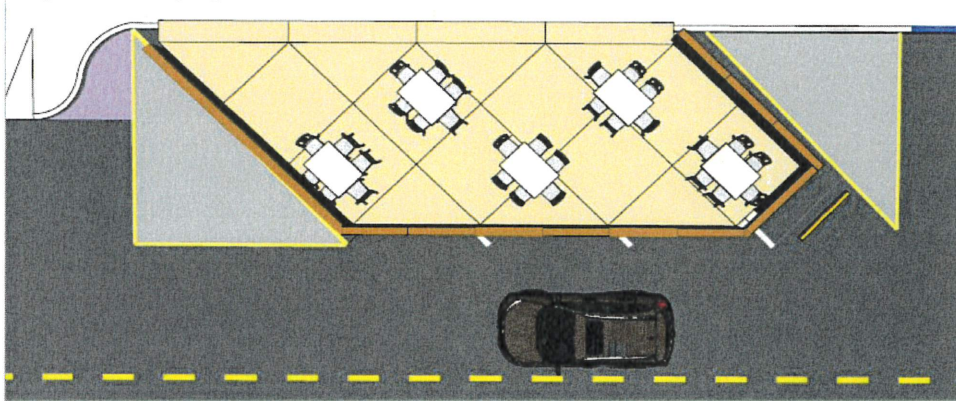
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Figure 1: Parallel vs. angled parklets or streateries.
Parallel Parking Spaces



Angled Parking Spaces



...

2. Parklet or Streatery Location Types. See Figure 2 and Table 1 for Physical Design Standards

Figure 2: Parklet or Streatery Physical Design Standards

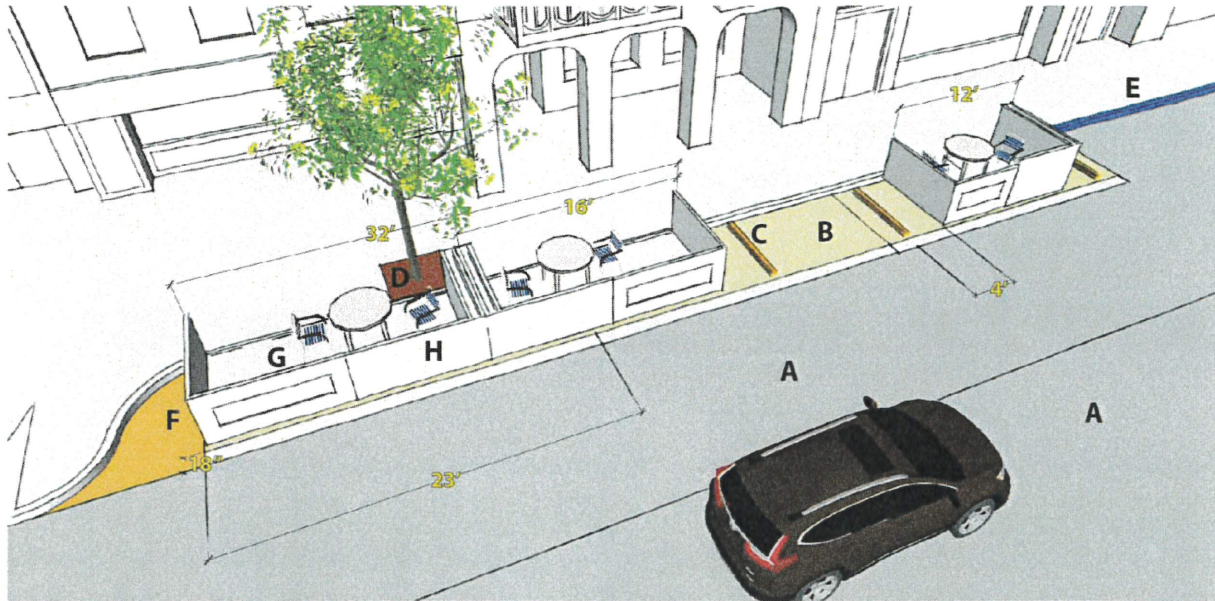


Table 1: Parklet or Streatery Physical Design Standards

A	Setback from vehicle travel lane	Minimum 18 inches
B	Parking Lane Width	8-9 feet
C F	Wheel Stops	Shall be provided 4 feet from the edge of the parklet or streatery when adjacent to another parking space or travel lane; otherwise not required.
D	Sidewalk Clearance	Physical obstacles such as trees, utility boxes, or fire hydrants shall be at least 4 feet from the parklet or streatery.
E	Prohibited locations	Shall not be located in front of any painted curb, fire hydrant or fire department connection
G	ADA/PROWAG Conformance	Shall meet all ADA and PROWAG requirements for wheelchair turning movement and resting space; shall provide 4 feet of clearance from physical obstacles such as trees, utility boxes, or fire hydrants.
H	Height	Minimum 30 inches with a continuous exterior edge

3. Accessibility

- a. Design and construction compliance. Proposed structures must be designed and constructed in conformance with the Americans with Disabilities Act 2010 Standards for Accessible Design, and the Public-Rights-of-Way Accessibility Guidelines (PROWAG).
- b. Accessible deck surface. The connection between the parklet or streatery and the sidewalk (if applicable) must be level.
- c. Accessible entry. The parklet or streatery must incorporate at least one ADA access point a minimum of 48 inches wide for each parking space utilized.
- d. Wheelchair turning space. The parklet or streatery must allow for a minimum turning space of 60

inches in diameter entirely within the platform.

e. Wheelchair landing. A 36-inch by 48-inch clear floor area must be provided for wheelchair use. The wheelchair landing space may overlap with the wheelchair turning space.

4. Visibility

a. The applicant for a parklet or streatory shall submit to the Department of Public Works a sight visibility study for review as part of the license agreement or similar approval pursuant to LVMC 13.32.020.

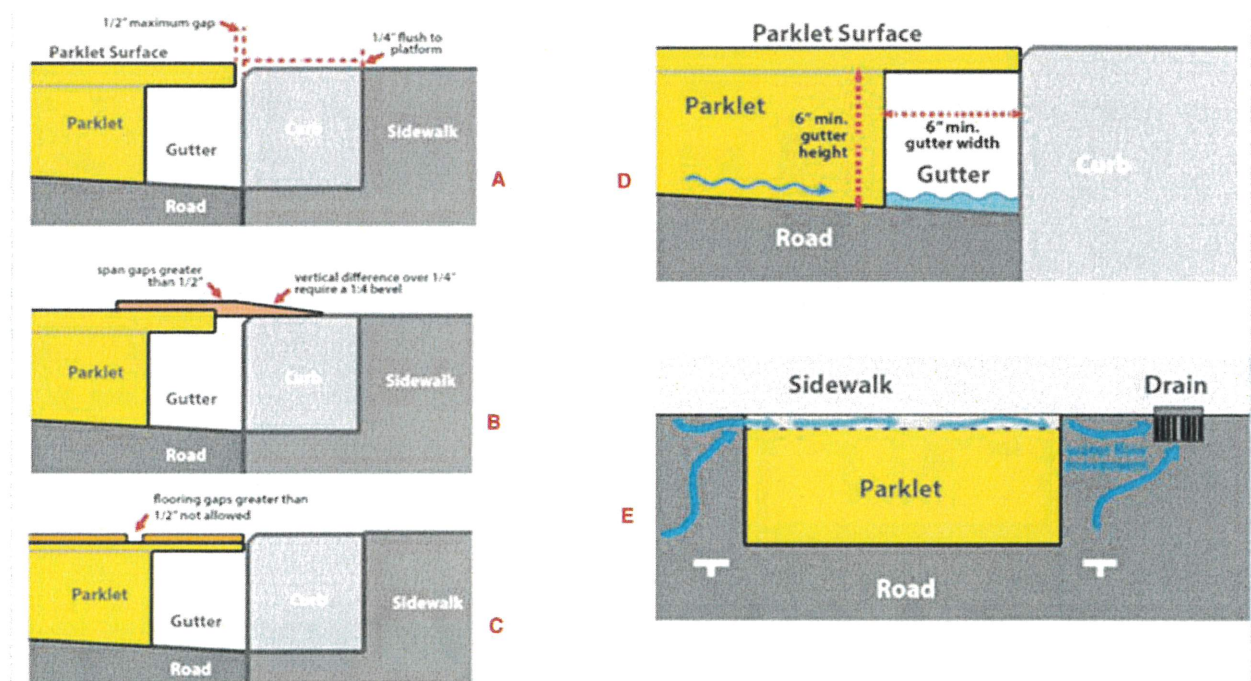
b. Proposed landscaping or other objects shall not block motorist line-of-sight visibility requirements established in this Title and in current AASHTO guidelines.

c. All shade structures shall be securely fastened to the parklet or streatory and shall be wind resistant.

d. Signage on the structure, umbrellas, awnings or canopies of a parklet or streatory shall be limited to the business logo of the associated business and may not exceed 20 percent of the overall area of the structure, umbrella, awning, or canopy.

5. Platform Design. Platform design standards shall be in accordance with this Paragraph 5 and Figure 3 below.

Figure 3: Parklet or Streatory Platform Design Standards



a. Clearance. The structure shall maintain 18 inches of clearance from the adjacent travel lane, or 18 inches clearance from the outside edge of the marked parking space.

b. Materials. Durable materials must be used that can withstand wear and tear from the elements. The applicant(s) is (are) responsible for maintaining all platform elements and ensuring they are in good condition.

c. Existing Public Utilities. Structures within the parking lane shall not restrict access to public utilities.

d. Threshold. The deck or platform shall be flush with the sidewalk and shall not leave a horizontal separation greater than one-half inch or a vertical separation greater than one-quarter inch (See Figure 3, subparts A, B and C).

e. Attachment Prohibited. At no time shall structures be bolted or affixed in any way to the roadway or any structure, including but not limited to buildings, fire hydrants, street trees, streetlights, signage or traffic poles.

f. Use of Concrete Prohibited. Pouring concrete for shared space platforms is prohibited. Concrete pavers on a platform structure are permitted.

g. Access. Fire hydrants and other fire department connections shall remain accessible at all times.

h. Platform Surface. Surface materials must be textured or treated with a non-skid coating to ensure a safe walking surface. Loose particles, such as sand or loose stone, are prohibited.

i. Drainage. Platforms shall allow for curbside drainage flow. A six-inch by six-inch minimum clear gutter space must be provided along the entire length of the proposed platform (See Figure 3, subparts D and E).

6. Maintenance. Parklets and streateries shall be:

a. Maintained by the sponsor or host business at all times. If the sponsor/host business goes out of business, the parklet or streatory shall be removed and the public right-of-way restored to its normal condition.

b. Maintained in good structural condition, in compliance with all building and electrical codes, and in conformance with this Section at all times.

c. Maintained in a clean and orderly manner to be free of trash and litter, and free from fading, peeling, chipping or other states of disrepair.

7. Neighborhood Notification

The applicant for a parklet or streatory under this Section must provide public notice of the applicant's intent to install a parklet or streatory. Such notice must be posted for a minimum of 10 days during the application period. The notice must be printed on a sheet of paper of at least 8½ inches by 11 inches in size and must be posted in a conspicuous location that allows for patrons to view it without entering the host/sponsor business, if applicable. The notification must include, at a minimum, the following:

- a. A statement of purpose that includes the set-up date, tear-down date and hours of operation;
- b. A site plan showing the parklet or streatory in context with the street, sidewalk or other public area (as applicable);
- c. Elevations of the parklet or streatory structure; and
- d. Contact information for the applicant.



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
31

DEPARTMENT: Planning
DIRECTOR: Seth Floyd

DISCUSSION

SUBJECT:

20-0344 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: SWDE348, LLC - For possible action on the following Land Use Entitlement project requests on 44.52 acres on the west side of the Rainbow Boulevard alignment, approximately 6,900 feet north of Horse Drive (APN 125-03-501-001), Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend DENIAL on the Land Use Entitlement project.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

City Council Meeting

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

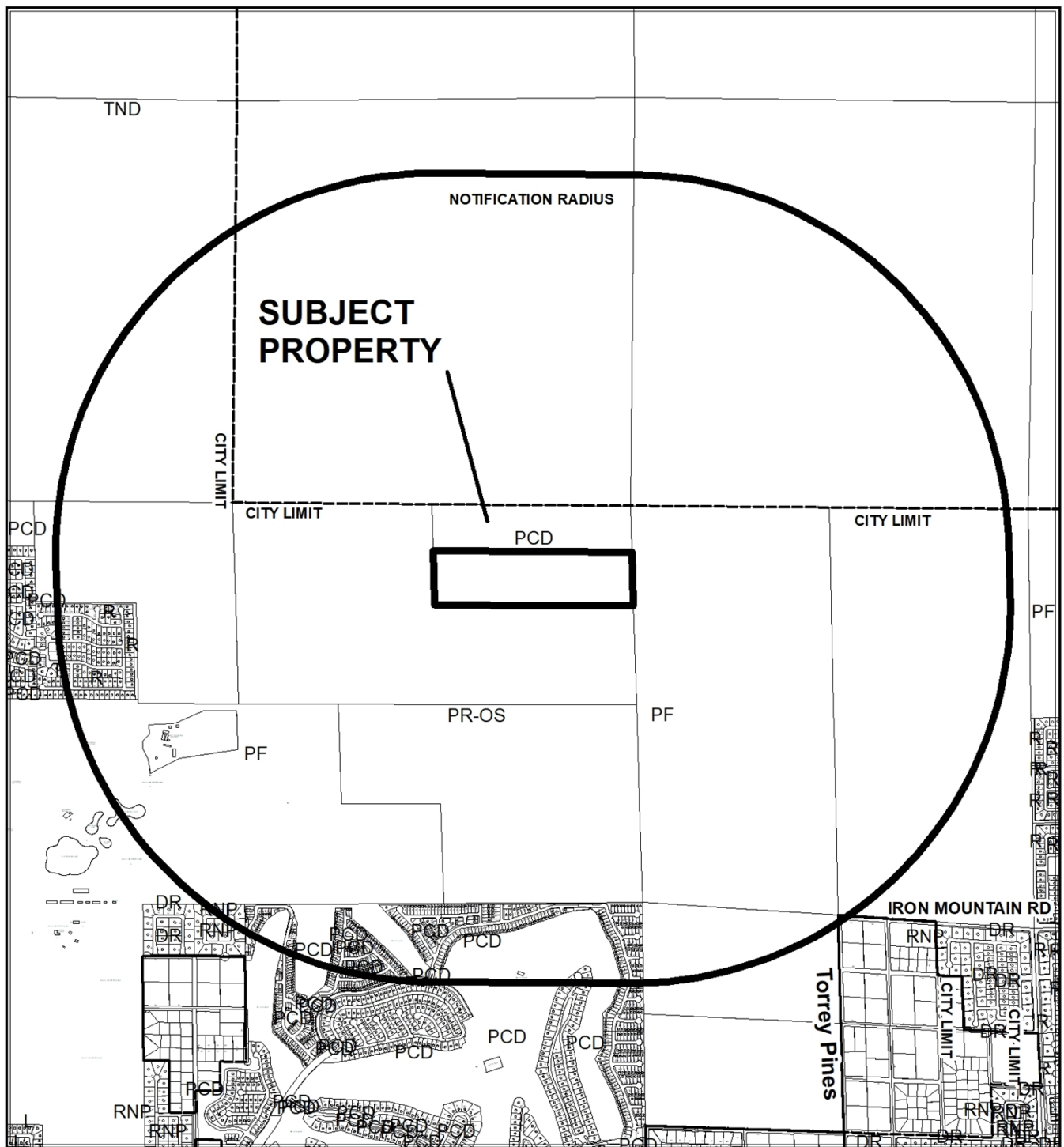
City Council Meeting

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommend DENIAL on the Land Use Entitlement project.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps - 20-0344-GPA1
2. Land Use Map - 20-0344-GPA1
3. Location and Aerial Maps - 20-0344-ZON1
4. Land Use Map - 20-0344-ZON1
5. Staff Report
6. Supporting Documentation
7. Photo(s)
8. Justification Letter
9. School Tracking Form Submitted by Clark County School District for 20-0344-ZON1
10. Protest Postcards
11. Backup Submitted from the May 19, 2021 City Council Meeting
12. Backup Submitted from the June 2, 2021 City Council Meeting
13. Backup Submitted from the June 16, 2021 City Council Meeting
14. Backup Submitted from the July 21, 2021 City Council Meeting
15. Submitted after Final Agenda - Abeyance Request Letter Submitted by Robert J. Gronauer (Kaempfer Crowell)
16. Backup Submitted for the April 13, 2021 Planning Commission Meeting

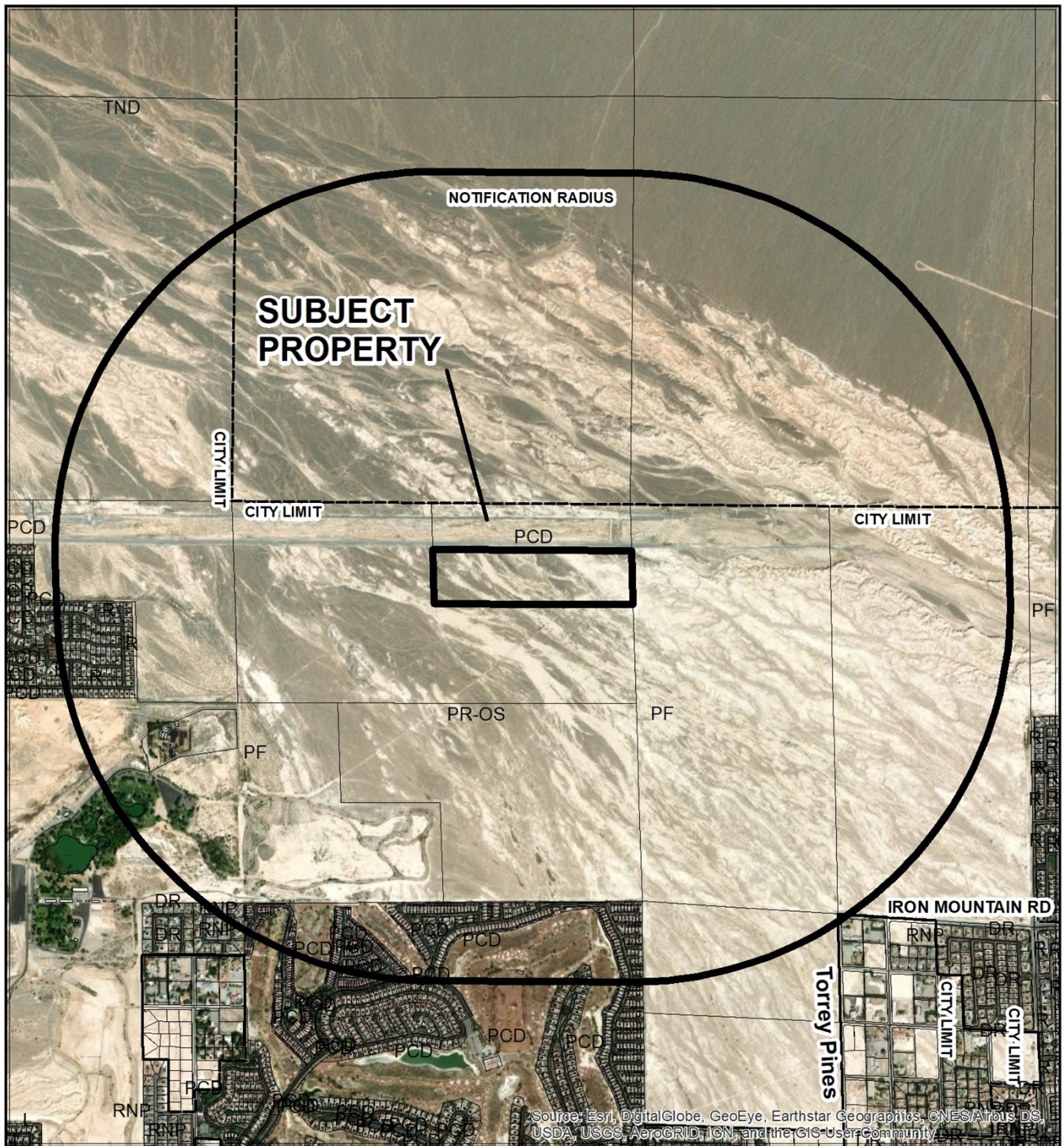


CASE: 20-0344-GPA1

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PCD (PLANNED COMMUNITY DEVELOPMENT)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: ML (MEDIUM LOW DENSITY RESIDENTIAL)

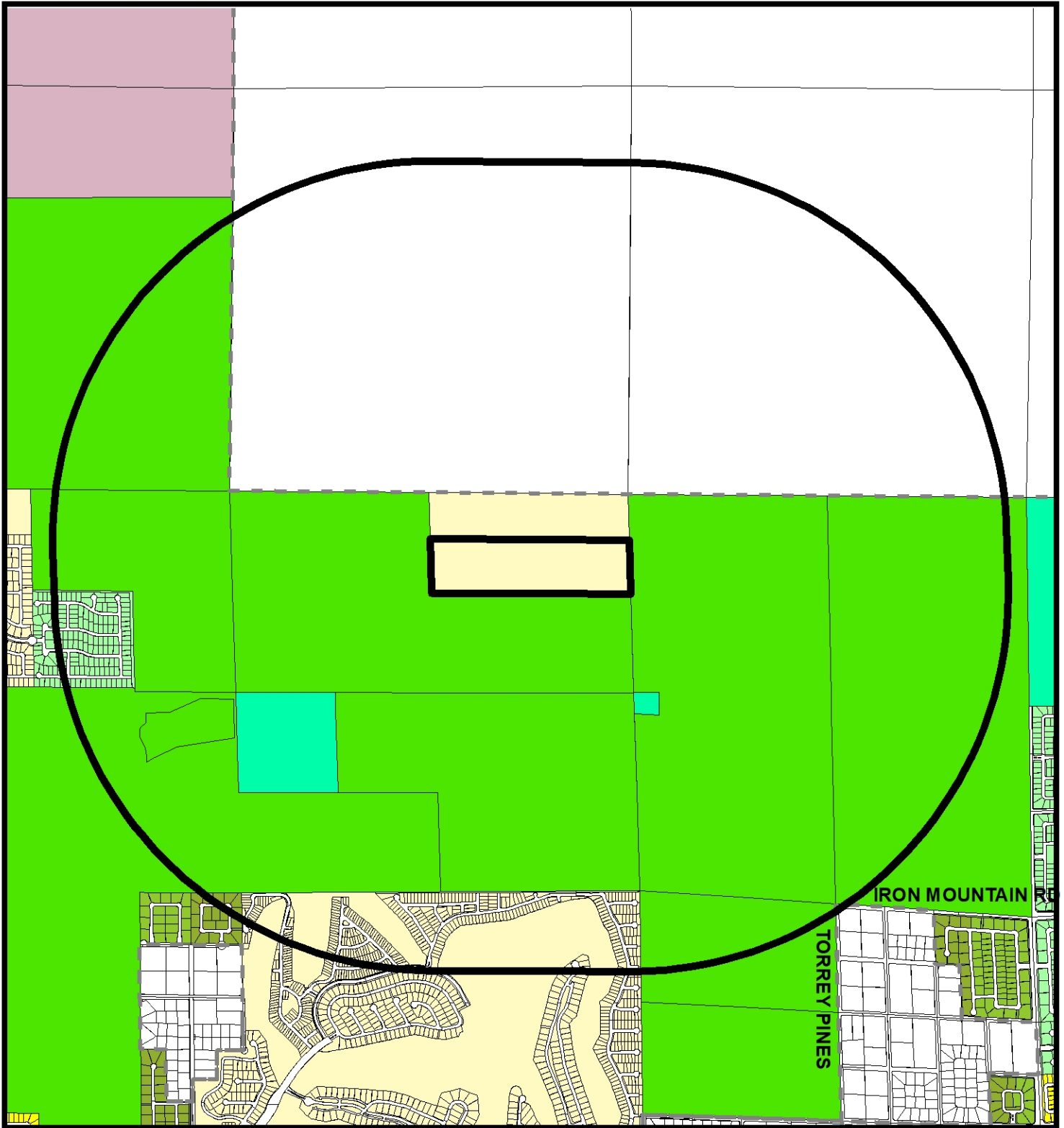


CASE: 20-0344-GPA1

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PCD (PLANNED COMMUNITY DEVELOPMENT)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: ML (MEDIUM LOW DENSITY RESIDENTIAL)



General Plan Amendment

Rural Neighborhood Preservation	Form-Based Code	Downtown Redevelopment Area
Rural Estates	Planned Community Development	Parks/Recreation/Open Space
Desert Rural	Office	Public Facilities
Rural	Service Commercial	Public Facilities - School
Low	General Commercial	Public Facilities - Clark County
Medium Low	Tourist Commercial	Town Center
Medium Low Attached	Las Vegas Medical District	Resource Conservation
Medium	Light Industry / Research	Commercial (Downtown Land-Use)
High	Traditional Neighborhood Development	Mixed Use (Downtown Land-Use)

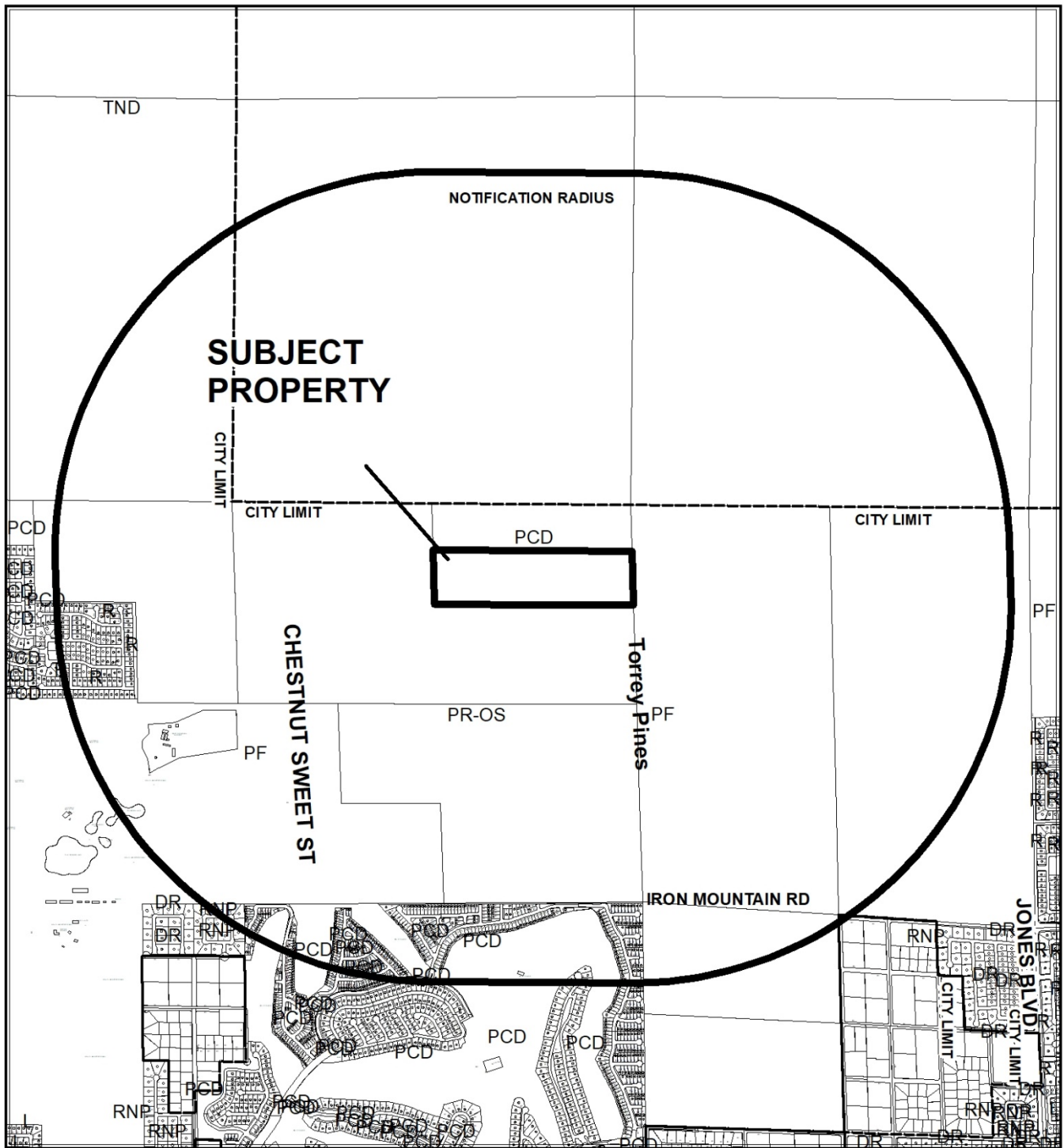
FROM PCD TO ML

- Subject Property
- 1000ft Buffer
- City Limits



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.
702-225-6301

Date: Thursday, April 1, 2021



CASE: 20-0344-ZON1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-SL (RESIDENTIAL SMALL LOT)

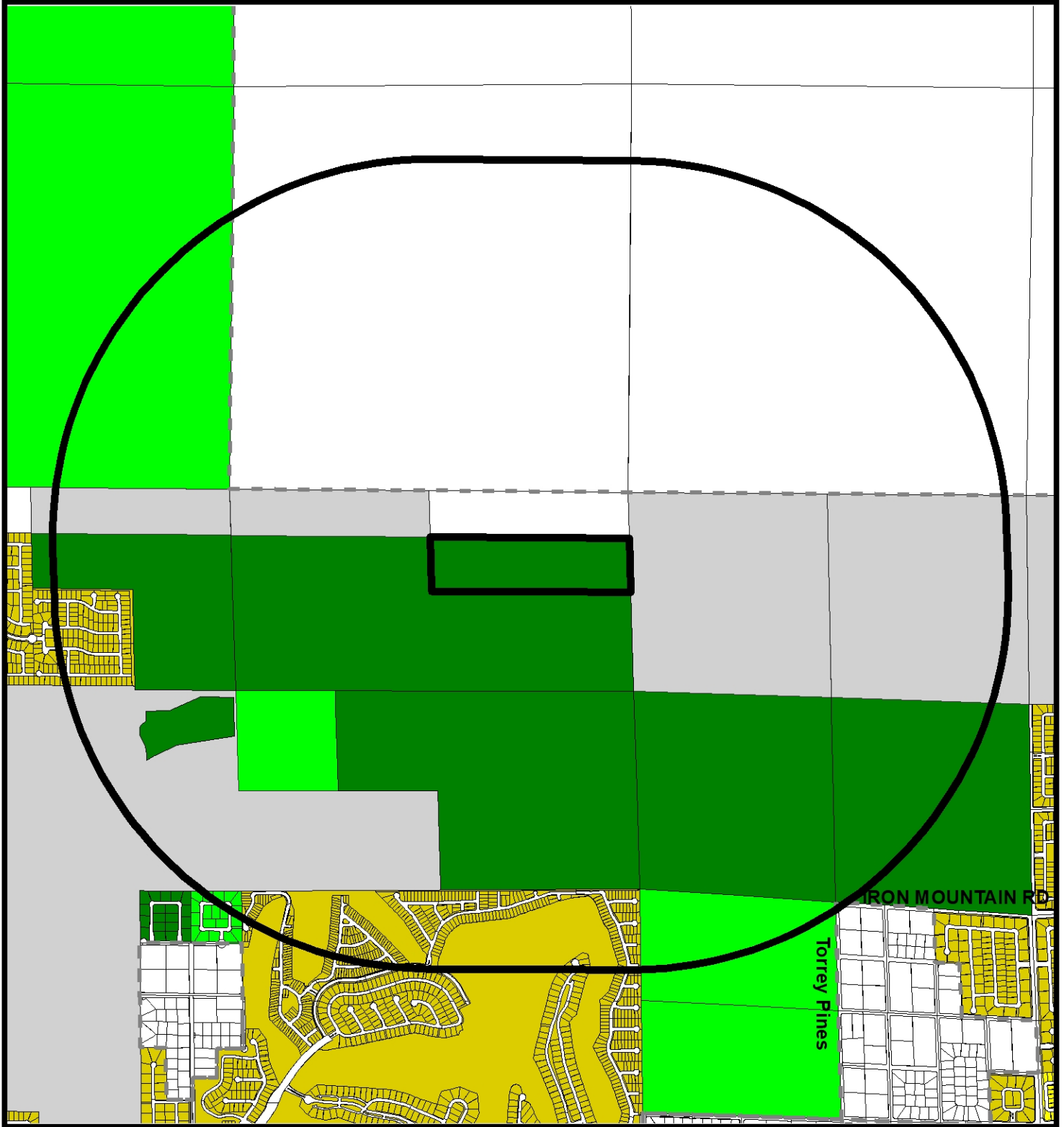


CASE: 20-0344-ZON1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-SL (RESIDENTIAL SMALL LOT)



Zoning

U - (GPA Designation) Undeveloped	R-MH - Mobile/Manufactured Home Residence	C-D - Designed Commercial
R-A - Ranch Acres	R-MHP - Residential Mobile/Manufactured Home Park	C-1 - Limited Commercial
R-E - Residence Estates	T4-C - T4 Corridor	C-2 - General Commercial
R-D - Single Family Residential-Restricted	T5-N - T5 Neighborhood	C-PB - Planned Business Park
R-PD - Residential Planned Development	T5-M - T5 Maker	C-M - Commercial/Industrial
R-1 - Single Family Residential	T5-MS Main Street	M - Industrial
R-CL - Single Family Compact-Lot	T5-C - T5 Corridor	C-V - Civic
R-SL - Residential Small Lot	T6-UG - Urban General	P-C - Planned Community
R-TH - Single Family Attached	T6-UG-L - T6 Urban General Limited	T-D - Traditional Development
R-2 - Medium-Low Density Residential	P-R - Professional Offices and Parking	PD - Planned Development
R-3 - Medium Density Residential	P-O - Professional Office	
R-4 - High Density Residential	N-S - Neighborhood Service	
R-5 - Apartment	O - Office	

FROM R-E TO R-SL

- Subject Property
- 1000ft Buffer
- City Limits



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.
702-225-6301

Date: Thursday, April 1, 2021

**AGENDA MEMO - PLANNING**

CITY COUNCIL MEETING DATE: JULY 21, 2021

DEPARTMENT: PLANNING

ITEM DESCRIPTION: APPLICANT/OWNER: SWDE348, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
20-0344-GPA1	Staff recommends DENIAL.	
20-0344-ZON1	Staff recommends DENIAL.	20-0344-GPA1

**** NOTIFICATION ******NEIGHBORHOOD ASSOCIATIONS NOTIFIED**

4

NOTICES MAILED

475 (By City Clerk)

PROTESTS

2

APPROVALS

1

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a General Plan Amendment from PCD (Planned Community Development) to ML (Medium Low Density Residential); and a request to Rezone from R-E (Residence Estates) to R-SL (Residential Small Lot) on 44.52 acres located adjacent to the west side of the Rainbow Boulevard alignment, approximately 6,900 feet north of Horse Drive.

ISSUES

- Rainbow Boulevard terminates at Horse Drive.
- The subject site abuts the Tule Springs Fossil Beds National Monument along the west, south, and east property lines.
- There is no access to public utilities to service the subject site.
- A right-of-way grant would be required from the National Park Service in order to construct right-of-way through the national monument.

ANALYSIS

The subject 44.52 acres is an undeveloped parcel of land located within the Centennial Hills Sector of the General Plan. The subject site abuts a Clark County flood channel to the north, and the Tule Springs Fossil Beds National Monument along the west, south, and east property lines.

The Tule Springs Fossil Beds National Monument was established as the 405th unit of the National Park Service on December 19, 2014. The monument was established to "conserve, protect, interpret and enhance for the benefit of present and future generations the unique and nationally important paleontological, scientific, educational and recreational resources and values of the land." The paleontological period represented at Tule Springs ranges from 200,000 to 3,000 years ago, and is rich with significant paleontological resources from the ice age, including the Columbian Mammoth, extinct horses, camels and bison, and the dire wolf. The monument spans 22,650 acres along the northeastern edge of US Highway 95 north of the master plan area of Aliante to Creech Air Force Base.

Staff Report Page Two
July 21, 2021 – City Council Meeting

Currently the subject site is not accessed by any roadway, nor is it serviced by public utilities. In order for a roadway to be constructed, and utilities extended, right-of-way would have to be granted by the National Park Service to construct such infrastructure within a national monument. The lack of roads and utilities prohibits the property owner from developing the property at this time.

General Plan Amendment

The lack of access to the subject site indicates the prematurity of this General Plan Amendment and Rezoning request as it typifies “Leap Frog” development. Development on this site would require the extension of public facilities through a national monument since the nearest residential development is approximately three-quarters of a mile away.

The current General Plan designation of PCD (Planned Community Development) allows a mix of residential uses that maintain an average overall density ranging from two to eight dwelling units per gross acre, depending upon compatibility with adjacent uses (e.g. a density of two units per acre will be required when adjacent to DR designated property). The nearest development to the subject site consist of R-PD2 (Residential Planned Development – 2 Units per Acre) to the west, R-PD3 (Residential Planned Development – 3 Units per Acre) to the south, and large, two-acre home sites zoned R-E [(Rural Estates Residential District) Clark County]. The current General Plan designation of PCD (Planned Community Development) is compatible with the existing residential development in the area as it would dictate a maximum density of no more than 3 units per acre to be compatible with development in the area.

The proposed ML (Medium Low Density Residential) General Plan designation allows up to 8.49 dwelling units per gross acre, and would allow a range of residential housing including, single family detached homes, including compact lots and zero lot lines; mobile home parks and two-family dwellings. This General Plan designation would support multiple zoning districts including R-SL (Single Family Small Lot Residential), R-CL (Single Family Compact-Lot), and R-MH (Mobile/Manufactured Home), which would not be compatible with the existing development in the area.

It is the purpose and intent of the City Council that Title 19:

- maintains through orderly growth and development the character and stability of present and future land use and development in the City;
- manages the orderly and efficient provisions of adequate levels of public facilities and services necessary to support planned development;
- ensure that required on-site and off-site dedications and public improvements are properly installed or guaranteed; and
- prevent the impacts of both overcrowding of land and undue concentrations of population as well as the negative effects of leapfrogging sprawl and underutilization of land and property.

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July 21, 2021 – City Council Meeting

In addition, The Las Vegas 2020 Master Plan contains numerous goals, objectives, and policies pertaining directly and indirectly to conservation. One of which is to, “create an inventory of any archeological resources within boundaries of proposed development and make efforts to preserve any significant resources that are discovered.”

Staff finds the requested General Plan Amendment to be premature and incompatible with the existing development in the area; therefore, staff is recommending denial of the amendment request.

Rezoning

The subject site is currently zoned R-E (Residence Estates) which allows low-density residential units on large lots in order to convey a rural environment. This zoning district requires a minimum lot size of 18,000 square feet. The applicant is proposing to rezone the subject site to R-SL (Single Family Small Lot Residential) which requires a minimum lot size of 4,500 square feet.

The closest parcel not part of the national monument is approximately 1,300 linear feet from the subject site and is zoned R-E (Residence Estates). Rezoning the subject site to R-SL (Single Family Small Lot Residential) would allow a residential density that is incompatible with the surrounding land uses, which are rural in nature.

The approval of this General Plan Amendment and Rezoning application would allow approximately 377 residential units on a 44.52-acre site with no roadways and/or utilities, nor a viable mechanism of extending such facilities to the subject site. This request is not in alignment with the goals, objectives, or policies of the Las Vegas 2020 Master Plan, or the purpose and intent of Title 19; therefore, staff is recommending denial of the Rezoning request in addition to the requested General Plan Amendment.

FINDINGS (GPA-72732)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

- 1. The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

The density and intensity proposed is not compatible with the existing R-E (Residence Estates), R-PD2 (Residential Planned Development – 2 Units per Acre), R-PD3 (Residential Planned Development – 3 Units per Acre), and R-E [(Rural Estates Residential District) Clark County] residentially zoned developments found in this portion of the Northwest Sector, nor is it compatible with the adjacent Tule Springs Fossil Beds National Monument.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

The ML (Medium Low Density Residential) General Plan designation supports such zoning districts as R-SL (Single Family Small Lot Residential), R-CL (Single Family Compact-Lot), and R-MH (Mobile/Manufactured Home). These zoning districts are too intense and incompatible with the existing R-E (Residence Estates), R-PD2 (Residential Planned Development – 2 Units per Acre), R-PD3 (Residential Planned Development – 3 Units per Acre), and R-E [(Rural Estates Residential District) Clark County] zoning districts that currently govern land use in this portion of the Northwest Sector, nor is it compatible with the adjacent Tule Springs Fossil Beds National Monument.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

There are no transportation or utility facilities to accommodate the proposed residential densities permitted by the proposed ML (Medium Low Density Residential) General Plan designation. In order to construct roadways to provide access, right-of-way would need to be granted by the National Park Service in order to build a roadway and provide utilities to the subject site within the national monument.

4. **The proposed amendment conforms to other applicable adopted plans and policies.**

The Las Vegas 2020 Master Plan contains numerous goals, objectives, and policies pertaining directly and indirectly to conservation; one of which is to, “create an inventory of any archeological resources within boundaries of proposed development and make efforts to preserve any significant resources that are discovered.” The approval of a General Plan Amendment and Rezoning application that would require federal right-of-way grants through a national monument in order to construct the necessary infrastructure to service any future development does not conform to the Master Plan goals, objectives, and policies.

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July 21, 2021 – City Council Meeting

In addition, on September 28, 2010, the Southern Nevada Regional Planning Coalition (SNRPC) amended the Conservation, Open Space, and Natural Resource Element of the Southern Nevada Regional Policy Plan that identified four regional priorities. One of those priorities included “the coordination of regional efforts to manage and preserve national resources.” The approval of these requests do not support applicable adopted plans and policies as it require future federal right-of-way grants to disturb a national resource for roadways and utilities.

FINDINGS (ZON-72733)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. The proposal conforms to the General Plan.

If approved, the requested R-SL (Residential Small Lot) would conform to the proposed ML (Medium Low Density Residential).

2. The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.

A residential subdivision is not compatible with the surrounding Tule Springs Fossil Beds National Monument, as it would be necessary for the National Park Service to issue right-of-way grants through the national monument in order to provide both roadways and utilities to the subject site.

3. Growth and development factors in the community indicate the need for or appropriateness of the rezoning.

Growth and development factors in the community do not indicate the need for “leap frog” development that would require the extension of public facilities through undeveloped lands and grants from the National Park Service to install such facilities through a national monument.

4. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.

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July 21, 2021 – City Council Meeting

There are no street or highway facilities that provide access to the subject site. In order to construct roadways to provide access a right-of-way grant would need to be granted by the National Park Service in order to build a roadway within the national monument.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by Planning, Fire, Bldg., etc.</i>	
04/10/18	The Planning Commission approved a request to abey a request for a General Plan Amendment (GPA-72732) from PCD (Planned Community Development) to ML (Medium Low Density Residential) and a request for a Rezoning (ZON-72733) from R-E (Residence Estates) to R-SL (Residential Small Lot) on 44.52 acres at the southwest corner of the Moccasin Road and Rainbow Boulevard alignments to the July 10, 2018 Planning Commission meeting.
07/10/18	The Planning Commission approved a request to abey a request for a General Plan Amendment (GPA-72732) from PCD (Planned Community Development) to ML (Medium Low Density Residential) and a request for a Rezoning (ZON-72733) from R-E (Residence Estates) to R-SL (Residential Small Lot) on 44.52 acres at the southwest corner of the Moccasin Road and Rainbow Boulevard alignments to the October 9, 2018 Planning Commission meeting.
10/09/18	The Planning Commission approved a request to table a request for a General Plan Amendment (GPA-72732) from PCD (Planned Community Development) to ML (Medium Low Density Residential) and a request for a Rezoning (ZON-72733) from R-E (Residence Estates) to R-SL (Residential Small Lot) on 44.52 acres at the southwest corner of the Moccasin Road and Rainbow Boulevard alignments.
04/13/21	The Planning Commission unanimously voted to recommend DENIAL on the following the Land Use Entitlement project requests on 44.52 acres on the west side of the Rainbow Boulevard alignment, approximately 6,900 feet north of Horse Drive (APN 125-03-501-001), Ward 6 (Fiore). • 20-0344-GPA1 - FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: ML (MEDIUM LOW DENSITY RESIDENTIAL) • 20-0344-ZON1 - FROM: R-E (RESIDENCE ESTATES) TO: R-SL (SINGLE FAMILY RESIDENTIAL SMALL LOT).
05/19/21	The City Council voted to hold this request in abeyance to the 06/02/21 City Council meeting.
06/02/21	The City Council voted to hold this request in abeyance to the 06/16/21 City Council meeting.
06/16/21	The City Council voted to hold this request in abeyance to the 07/21/21 City Council meeting.

Staff Report Page Seven
July 21, 2021 – City Council Meeting

Most Recent Change of Ownership	
01/2011	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no related building permits or business licenses associated with the subject site.

Pre-Application Meeting	
11/30/20	A submittal checklist for a General Plan Amendment and Rezoning application was provided to the applicant.

Neighborhood Meeting	
03/22/21	Date: Monday, March 22, 2021 Start Time: 5:30 p.m. End Time: 6:10 p.m. <u>Attendees:</u> One representative for the applicant; One representative from the Planning Department; and Two neighbors, one in person, one online via WebEx. The neighbor who attended in person indicated he was the president of his Homeowners Association (HOA) and that the neighborhood he represented was not in support of the proposal. <u>Meeting Results:</u> The applicant's representative gave a presentation of the proposed general Plan Amendment and Rezoning and outlined the densities allowed by the proposal. A map of a residential subdivision depicting 284-lots was presented as a possible layout for a future residential subdivision, but was noted to not be part of the application at this time. The neighbors in attendance inquired about how access to the site would be gained, for both vehicles and utilities. Which the applicant's representative indicated an access easement would have to be granted by the federal government in order for development to occur. The neighbors are in support of the federal government doing a land swap and preserving the subject site as undeveloped and possibly making it part of the Tule Springs Fossil Beds National Monument. The neighbors did not want to have that many homes built in the area, and especially that close to a national monument. The neighbors wanted the area preserved and low densities maintained.

Staff Report Page Eight
July 21, 2021 – City Council Meeting

Neighborhood Meeting	
03/22/21	The neighbors inquired about the home sizes and whether or not a three-story would be constructed. The applicant's representative indicated the proposed zoning would only allow a maximum of two-stories, which staff from the Planning Department confirmed. At the conclusion of the meeting the neighbors indicated they are not in support of the proposal and felt it was too dense for the area.

Field Check	
03/05/21	Staff observed the approximate area of the undeveloped subject site during a routine field check and noted there is no access (roadway) to the subject site.

Details of Application Request	
Site Area	
Gross Acres	44.52

Surrounding Property	Existing Land Use Per Title 19.12	Planned or Special Land Use Designation	Existing Zoning District
Subject Property	Undeveloped	PCD (Planned Community Development)	R-E (Residence Estates)
North	Clark County Flood Channel	Clark County Flood Channel	Clark County Flood Channel
South	Tule Springs Fossil Beds National Monument	PR-OS (Parks/Recreation/Open Space)	R-E (Residence Estates)
East	Tule Springs Fossil Beds National Monument	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)
West	Tule Springs Fossil Beds National Monument	PR-OS (Parks/Recreation/Open Space)	R-E (Residence Estates)

Staff Report Page Nine
July 21, 2021 – City Council Meeting

Master and Neighborhood Plan Areas	Compliance
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	Compliance
No Applicable Special Area or Overlay Districts	N/A

Other Plans or Special Requirements	Compliance
Trails – Multi-Use Non-Equestrian Trail	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

Existing General Plan	Permitted Density	Units Allowed
PCD (Planned Community Development)	2 – 8 du/gross acre	89.04 – 356.16
Proposed General Plan	Permitted Density	Units Allowed
ML (Medium Low Density Residential)	5.6 – 8 du/gross acre	249.31 – 356.16
Existing Zoning	Permitted Density	Units Allowed
R-E (Residence Estates)	18,000 SF Minimum Lot Size	107.74
Proposed Zoning	Permitted Density	Units Allowed
R-SL (Single Family Small Lot Residential)	4,500 SF Minimum Lot Size	430.95

Las Vegas Valley Water District (LVVWD) Comments:
This property is currently not served by LVVWD. Civil and plumbing plans will need to be submitted to LVVWD for domestic meter sizing and fire flow availability. The proposed single-family development must be individually metered for all lots and public water dedicated in public or private streets. Two sources of water are required for this development. To comply with District Service Rules the development will be required submit a hydraulic analysis for approval and address the point of connection sources. In addition, there are no water facilities adjacent to this parcel, a meeting with LVVWD will be required to discuss infrastructure in order to serve.

Staff Report Page Ten
 July 21, 2021 – City Council Meeting

Proposed 284 Single-Family Lots:					
Student Yield		Elementary School		Middle School	High School
Single-Family Units (284)		284 x 0.166		284 x 0.093	284 x 0.131
Total Additional Students		47		26	37
Schools Serving the Area:					
Name	Address	Grade	Capacity	Enrollment	Site Date
O'Roarke Elementary School	8455 O'Hare Road	Kindergarten – 5 th Grade	727 Students	749 Students	03/21/21
Cadwallader Junior High School	7775 Elkhorn Road	6 th – 8 th Grade	1,564 Students	1,414 Students	03/21/21
Arbor View High School	7500 Whispering Sands Drive	9 th - 12 th Grade	2,524 Students	3,229 Students	03/21/21

O'Roarke Elementary School and Arbor View High School are over capacity for the 2020-2021 school year. O'Roarke Elementary School is at 103.03% and Arbor View High School is at 127.93% of program capacity.



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) GPA and Zone Change

Project Address (Location) Moccasin Road and Rainbow Road

Project Name Moccasin Development **Proposed Use** Single Family Residential

Assessor's Parcel #(s) 125-03-501-001 **Ward #** 6

General Plan: Existing P-CD Proposed ML **Zoning:** Existing R-E Proposed R-SL

Additional Information Request for the review of a General Plan Amendment and Zone Change to allow for future residential development.

Property Owner C-SWDE348, LLC **Contact** Laura Lychock
Address 3041 West Horizon Ridge Parkway, #155 **City** Henderson **State** NV **Zip** 89052
E-mail llychock@claytonmortgageandinvestment.com **Phone** 702-739-9100

Applicant C-SWDE348, LLC **Contact** Laura Lychock
Address 3041 West Horizon Ridge Parkway, #155 **City** Henderson **State** NV **Zip** 89052
E-mail llychock@claytonmortgageandinvestment.com **Phone** 702-739-9100

Representative Kaempfer Crowell **Contact** Bob Gronauer
Address 1980 Festival Plaza Drive, Suite 650 **City** Las Vegas **State** NV **Zip** 89135
E-mail RJG@kcnvlaw.com **Phone** 702-792-7000

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 Laura C. Lychock, manager
 An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name LAURA C. LYCHOCK

Subscribed and sworn before me

This 5 day of November, 2020

Mary E. Knutsen
 Notary Public in and for said County and State





**20-0344-GPA1 AND 20-0344-ZON1 - APPLICANT/OWNER: SWDE348, LLC
WEST SIDE OF THE RAINBOW BOULEVARD ALIGNMENT, NORTH OF HORSE DRIVE**

03/05/2021

January 19, 2021

CITY OF LAS VEGAS PLANNING AND ZONING
333 North Rancho Drive
Third Floor
Las Vegas, Nevada 89106

**Re: Pre-Application Justification Letter – General Plan Amendment
and Zone Change
C-SWDE348, LLC
APN: 125-03-501-001**

To Whom It May Concern:

This firm represents C-SWDE348, LLC, (the “Applicant”) in the above referenced matter. The proposed project is located on 44.52 acres on Rainbow Boulevard, east of Buffalo Drive (the “Property”). The Property is more particularly described as Assessor’s Parcel Number 125-03-501-001. The Property is zoned Residence Estates District (R-E) with a general plan of Planned Community Residential (PCD). The Applicant is requesting a general plan amendment to Medium Low (ML) and a zone change to Residential Small Lot (R-SL) to allow for a two hundred eighty four (284) lot single family residential subdivision.

Per the City of Las Vegas Development Code, ML allows for up to 8.49 units per acre. The proposed project will have a density of approximately 6.50 units per acre. The minimum lot size required within R-SL developments is 4,500 square feet. Lot sizes for the proposed project will range from 4,500 square feet to 10,743 square feet. Setback requirements within R-SL developments include 1) Front setback of 15 feet (20 feet to garage); 2) side setbacks of 5 feet; 3) corner side setbacks of 15 feet; and 4) rear yard setbacks of 15 feet. The project will meet or exceed all required setbacks. Access to the Property will be provided by two points along Moccasin Drive.

The nearest existing single family development is located over 4,000 feet from the Property and will therefore not create any negative impacts on the surrounding properties.

20-0344
01/20/2021

Thank you in advance for your consideration. Please do not hesitate to let me know if you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL



Bob Gronauer

20-0344
01/20/2021



Real Property Management
1180 Military Tribute Place
Henderson, NV 89074

School Development Tracking Form

<http://facilities.ccsd.net/departments/real-property-management/>

Date Filed 03/10/2021 Application Number 20-0344-ZON1 Entity LV

Company Name Kaempfer Crowell

Contact Name _____

Contact Mailing Address _____

City _____ State _____ Zip Code _____

Phone (702) 792-7000 Mobile _____ Fax _____ Email _____

Project Name Moccasin Development

Project Description 284 Single-family lots

APN's 125-03-501-001

Student Yield	Elementary School	Middle School	High School
Single-Family Units (1) 284	x 0.166 = 47	x 0.093 = 26	x 0.131 = 37
Multi-Family Units (2)	x 0.139 = 0	x 0.065 = 0	x 0.074 = 0
Resort Condo Units (3)			
Total	47	26	37

(1) Single Family unit is defined as single family detached home, mobile home, and townhouse.

(2) Multi-Family unit is defined as apartment, multiplexes, and condominiums.

(3) Resort Condominium units for tracking purposes only.

* To be completed by CCSD

Schools Serving the Area*					
Name	Address	Grade	Capacity	Enrollment	Site Date
O'Roarke ES	8455 O'Hare Rd	K-5	727	749	3/1/2021
Cadwallader MS	7775 Elkhorn Rd	6-8	1564	1414	3/1/2021
Arbor View HS	7500 Whispering Sands Dr	9-12	2524	3229	3/1/2021

* CCSD Comments O'Roarke ES and Arbor View HS are over capacity for the 2020-2021 school year. O'Roarke ES is at 103.03% and Arbor View HS is at 127.93% of program capacity.

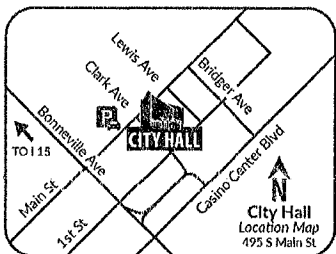
☐ Approved ☐ Disapproved

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

City Council Meeting of 05/19/2021

20-0344

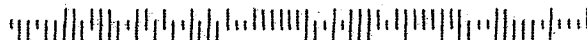
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EVANNS DANNY MARK & KIMBERLEY ANNE

6824 WOODLAND VASE CT

LAS VEGAS NV 89131

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Application Information

20-0344 - PUBLIC HEARING - APPLICANT/OWNER: SWDE348, LLC - For possible action on the following Land Use Entitlement project requests on 44.52 acres on the west side of the Rainbow Boulevard alignment, approximately 6,900 feet north of Horse Drive (APN 125-03-501-001), Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend DENIAL on the Land Use Entitlement project.

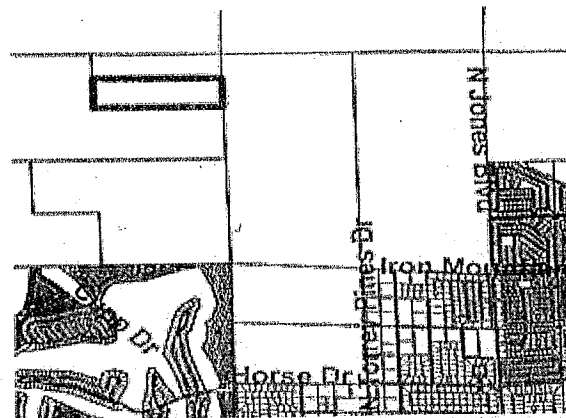
20-0344-GPA1 - GENERAL PLAN AMENDMENT - FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: ML (MEDIUM LOW DENSITY RESIDENTIAL)

20-0344-ZON1 - REZONING - FROM: R-E (RESIDENCE ESTATES) TO: R-SL (SINGLE FAMILY RESIDENTIAL SMALL LOT)

We don't need more housing. Schools already maxed classroom attendance and there's shortage of teachers. The natural open space and wildlife will be impacted. Water shortage in NV is a significant concern. There are already new housing developments in and around surrounding area.

Due to Covid-19 and the State of Emergency which has been declared, any and all persons are encouraged to send comments and written objections electronically prior to the meeting by mailing to the City Clerk, 2nd Floor, City Hall, 495 S. Main Street, Las Vegas, 89101, by fax to (702)382-4803 or e-mail to meetingcomments@lasvegasnevada.gov. E-mail subjects must contain the meeting name, date and item number to be read. Online comments can be submitted during the meeting from the City's website at www.lasvegasnevada.gov/councilcomment. For more information, go to www.lasvegasnevada.gov/meetings (TTY 7-1-1). Note that comments received after an agenda post will not be reflected online until after the meeting; however, comments are made available to the members of the governing body for their consideration prior to the meeting.

Application Location



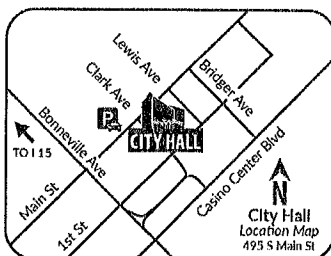
The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: City Council
Date: 05/19/2021
Location: City Council Chambers
495 South Main St, 2nd Fl.
Las Vegas, Nevada
Time: 9:30 a.m.

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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☐ I SUPPORT
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☒ I OPPOSE
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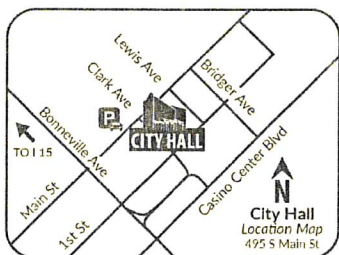
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City Council Meeting of 05/19/2021

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CONSOLI LEONORA MAY
8845 SHERWOOD PARK DR
LAS VEGAS NV 89131

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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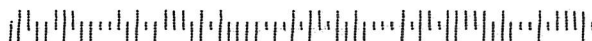
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20-0344 and 20-0344-GPA1 and 20-0344-ZON1

City Council Meeting of 05/19/2021

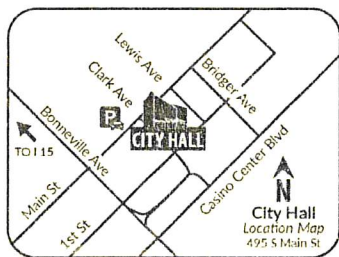
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GUIZAR RUBEN & LETICIA
9609 QUEEN CHARLOTTE DR
LAS VEGAS NV 89145

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Office of The City Clerk
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Las Vegas, Nevada 89101

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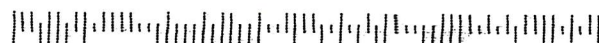
City Council Meeting of 05/19/2021

20-0344
12510115064
GOLDSTEIN TRUST
GOLDSTEIN STUART & ANNEMARIE TRS
1010 RANCH RD
MOSCOW ID 83843-7484

Submitted after final agenda

57a-57b

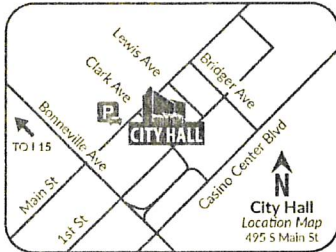
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Las Vegas, Nevada 89101

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I SUPPORT
this Request



I OPPOSE
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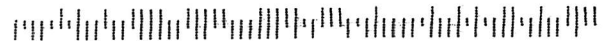
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City Council Meeting of 05/19/2021

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GOLDSTEIN TRUST
GOLDSTEIN STUART & ANNEMARIE TRS
1010 RANCH RD
MOSCOW ID 83843-7484

140 BRDGNP1 83843



Application Information

20-0344 - PUBLIC HEARING - APPLICANT/OWNER: SWDE348, LLC - For possible action on the following Land Use Entitlement project requests on 44.52 acres on the west side of the Rainbow Boulevard alignment, approximately 6,900 feet north of Horse Drive (APN 125-03-501-001), Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend DENIAL on the Land Use Entitlement project. **THANKS, PLANNING COMMISSION!**

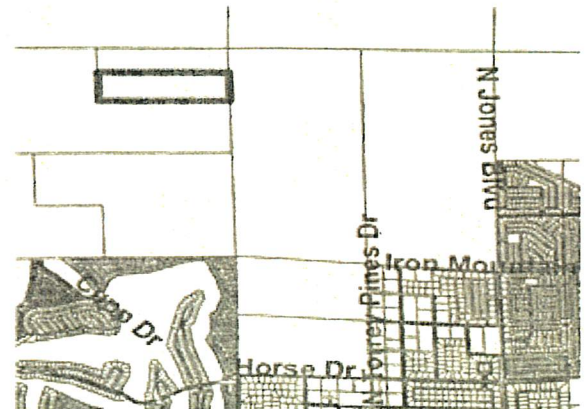
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20-0344-ZON1 - REZONING - FROM: R-E (RESIDENCE ESTATES) TO: R-SL (SINGLE FAMILY RESIDENTIAL SMALL LOT)

Strongly Oppose!

Thank you.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: City Council
Date: 05/19/2021
Location: City Council Chambers
495 South Main St, 2nd Fl.
Las Vegas, Nevada
Time: 9:30 a.m.

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5/11/2021

3:18:16 PM

From: Daniel W. Halby

Fax ID:

Page 2/2

Attn.: Office of The City Clerk of City of Las Vegas, NV

To: Office of The City Clerk City of Las Vegas, NV

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

*requests for development to the land
North of Silverstone Ranch that encroach
and take away silverstone ranch scenery*

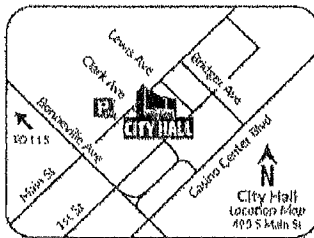


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*of mountain views, The
city needs to first concentrate
on enforcement of: Silverstone Ranch
Golf course owner collection of fines,
and cleanup and beautification of
silverstone Ranch Golf course and
stop the illegal racing, speeding, drugs,
crime, destruction
of property, fires,
trespassing,
and vagrants
camping out on
Silverstone Ranch Golf
course property and underground
water and sewer tunnels.*

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I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

City Council Meeting of 05/19/2021

20-0344

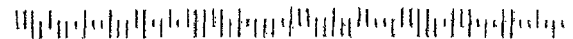
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HALBY AARON W

7237 BOCAIRE DR

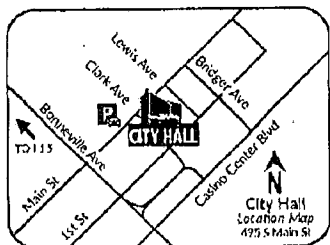
LAS VEGAS NV 89131

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City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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☐

I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

City Council Meeting of 05/19/2021

20-0344

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MENDOZA ERNIE E JR & MISTY L

7910 BEAVER MOUNTAIN AVE

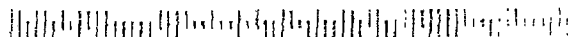
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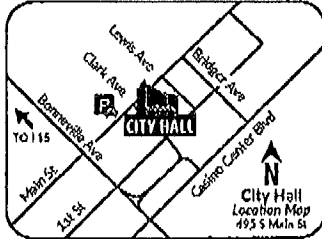
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Office of The City Clerk
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I SUPPORT
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I OPPOSE
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Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

City Council Meeting of 05/19/2021

20-0344
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B L B NEVADA TRUST
BURR BLAKE A & LORI A TRS
10709 FAIRFIELD AVE
LAS VEGAS NV 89131

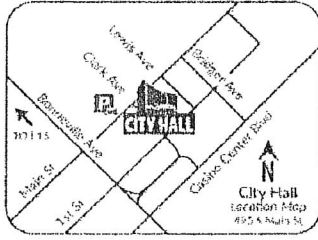
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Las Vegas, NV
Permit No. 1830

2021 MAY 11 PM 2:28

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Office of The City Clerk
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Las Vegas, Nevada 89101

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I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

City Council Meeting of 05/19/2021

127 BRDGNP1 89107

20-0344
12510511023
HALBY AARON W
3104 SONIA DR
LAS VEGAS NV 89107-3246

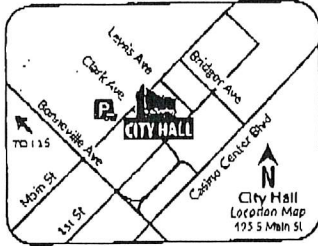
*for development to the land North
of silverstone Ranch that take away
and encroach on silverstone Ranch
scenario of mountain views
The city needs to first concentrate
on enforcement of silverstone
Ranch Golf Course owner collection
of fines and clean up and beautification
of silverstone Ranch Golf Course.
stop: the speeding, crime, destruction
of silverstone property, stop the
fires and
stop the
vagrants
camping out
on silverstone
Ranch Golf Course proper-ty.*

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2021 MAY 11 A 8:10
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Office of The City Clerk
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Las Vegas, Nevada 89101

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Official Notice of Public Hearing



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☐

I SUPPORT
this Request

☐

I OPPOSE
this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

City Council Meeting of 05/19/2021

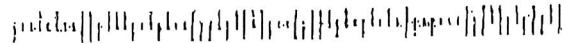
20-0344
12510511063
PEARSON CATHALINE
7164 CRESCENTVILLE AVE
LAS VEGAS NV 89131

PRSR
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PAID
Las Vegas, NV
Permit No. 1830

2021 MAY 17 A 8:00

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CITY CLERK

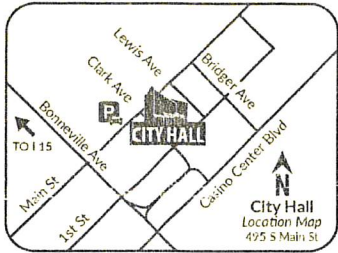
25 05/19/2021 09:13:01



City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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20-0344
12504611021
LAPINS RICHARD & SUSAN A
8021 CANYONS PARK AVE
LAS VEGAS NV 89131-1551



I SUPPORT
this Request



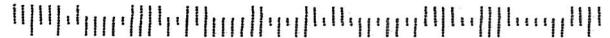
I OPPOSE
this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

City Council Meeting of **05/19/2021**

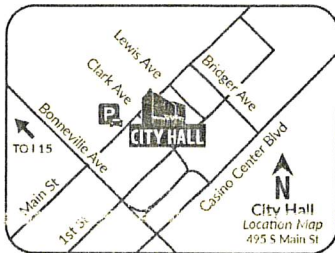
35 BRDGNP1 89131



City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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20-0344
12510511052
SCOTT BURTON ALFRED
ALICATA-SCOTT SHERYL ANN
8912 EL DIABLO ST
LAS VEGAS NV 89131-1737



I SUPPORT
this Request



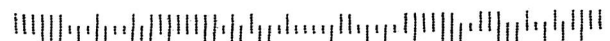
I OPPOSE
this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

City Council Meeting of **05/19/2021**

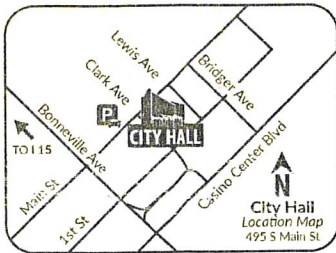
35 BRDGNP1 89131



City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101



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20-0344
12510115045
WILSON DANIEL & JEANINE
8912 REGATTA BAY PL
LAS VEGAS NV 89131-1782

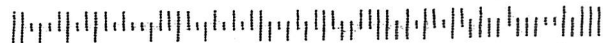
☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

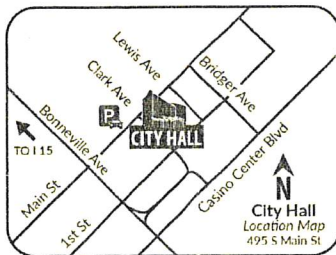
35 BRDGNP1 89131



City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101



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20-0344
12510115120
PALUMBO FANNY & ANIBAL
7336 QUAIL HEIGHTS AVE
LAS VEGAS NV 89131

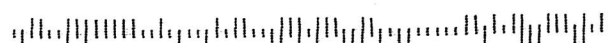
☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

Please use available blank space on card for your comments.

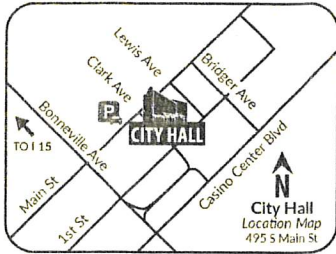
20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

35 BRDGNP1 89131



City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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20-0344
12510115067
DILLON KATHLEEN
8901 BRIAR BAY DR
LAS VEGAS NV 89131

☐ I SUPPORT
this Request

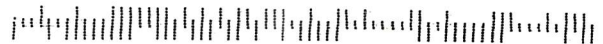
☒ I OPPOSE
this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

City Council Meeting of 05/19/2021

35 BRDGNF1 89131



Application Information

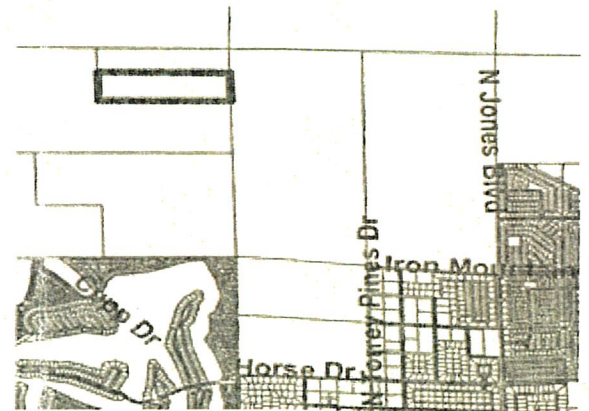
20-0344 - PUBLIC HEARING - APPLICANT/OWNER: SWDE348, LLC - For possible action on the following Land Use Entitlement project requests on 44.52 acres on the west side of the Rainbow Boulevard alignment, approximately 6,900 feet north of Horse Drive (APN 125-03-501-001), Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend DENIAL on the Land Use Entitlement project.

20-0344-GPA1 - GENERAL PLAN AMENDMENT - FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: ML (MEDIUM LOW DENSITY RESIDENTIAL)

20-0344-ZON1 - REZONING - FROM: R-E (RESIDENCE ESTATES) TO: R-SL (SINGLE FAMILY RESIDENTIAL SMALL LOT)

*Too Much Traffic
Need Open Space*

Application Location

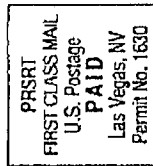


The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: City Council
Date: 05/19/2021
Location: City Council Chambers
495 South Main St, 2nd Fl.
Las Vegas, Nevada
Time: 9:30 a.m.

Due to Covid-19 and the State of Emergency which has been declared, any and all persons are encouraged to send comments and written objections electronically prior to the meeting by mailing to the City Clerk, 2nd Floor, City Hall, 495 S. Main Street, Las Vegas, 89101, by fax to (702)382-4803 or e-mail to meetingcomments@lasvegasnevada.gov. E-mail subjects must contain the meeting name, date and item number to be read. Online comments can be submitted during the meeting from the City's website at www.lasvegasnevada.gov/councilcomment. For more information, go to **City Council Page 373** (TTY 7-1-1). Note that comments received after an agenda posts will not be reflected online until after the meeting; however, comments are made available to the members of the governing body for their consideration prior to the meeting.

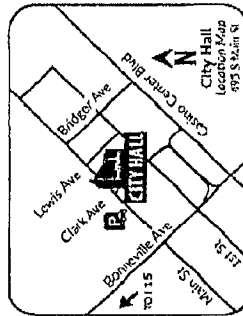


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2021 MAY 18 P 2:33

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Las Vegas, Nevada 89101

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☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

Please use available blank space on card for your comments.

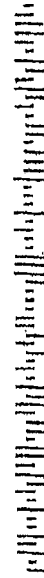
20-0344 and 20-0344-GPA1 and 20-0344-ZON1

City Council Meeting of 05/19/2021

20-0344

12504612004

REUBEN DANIEL ELLIOT & RACHEL V
10308 CLARKS CREEK ST
LAS VEGAS NV 89131-1555



SEE BRIDGE 25131

Stacey Campbell

From: L. Consoli <lconsoli@gmail.com>
Sent: Saturday, May 15, 2021 6:45 PM.
To: Meeting Comments
Subject: Council Meeting of 05/19/2021 20-0344 20-0344-GPA1 20-0344-ZON1

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

I oppose this request. No new residential housing should be developed in that area. The land should remain as an open undeveloped land. It will take away the beautiful nature surroundings and impact the wildlife. More housing will impact existing residential areas with more traffic and increase the already crowded school class rooms. We have an ongoing teacher shortage. There are way too many housing developments in construction nearby and surrounding areas and we do not need more that might not be sold/populated. There is also a concern of another housing crash. There are homes that are in foreclosure due to the effects of the pandemic which would increase the availability of houses for sale. Another concern is the continuing water shortage. Lake Mead has about 8 years of water supply before it reaches the critical water shortage phase.

All new developments in this area should not be approved.

Sincerely,
Leonora May Consoli
8845 Sherwood Park Dr
Las Vegas, NV 89131

702

13:07:55 06-01-2021

1/1

**KAEMPFER
CROWELL****KAEMPFER CROWELL RENSHAW
GRONAUER & FIORENTINO**

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ROBERT J. GRONAUER
rgronauer@kcrlaw.com
702.792.7000RECEIVED
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2021 JUN -1 P 1:13

LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181**RENO OFFICE**
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011**CARSON CITY OFFICE**
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

June 1, 2021

VIA FACSIMILE

702-382-4803

LuAnn D. Holmes
City of Las Vegas
City Clerk
495 S. Main Street
Las Vegas, NV 89101**Re: Request for Hold – SWDE348, LLC
(20-0344-GPA1 & ZON1) Item No. 47(a & b)**

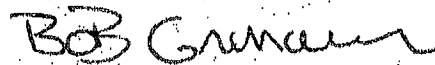
Dear Ms. Holmes:

Please be advised that this office represents the applicant in the above-referenced matters. These items are scheduled to be heard at the Las Vegas City Council hearing on June 2, 2021 and we respectfully request that they be held for 2 weeks until the **June 16, 2021** Las Vegas City Council hearing.

Thank you for your kind consideration and please let me know should you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL



Robert J. Gronauer

RJG/mlt

Submitted after final agenda

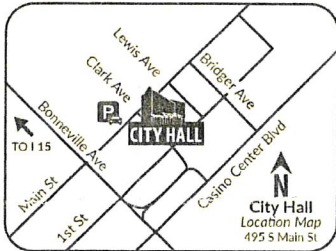
Date 6/1/21 Item 47
(a-b)

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

City Council Meeting of **05/19/2021**

20-0344

12510511035

MA DAVID & CINDY

3106 SCOTT DR

ROCK SPRINGS WY 82901

22 BRDCNP1 82901

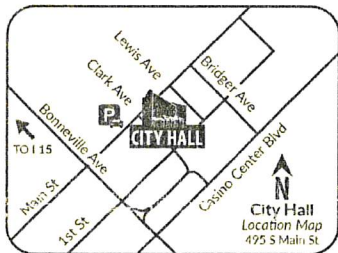


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Las Vegas, Nevada 89101

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I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

City Council Meeting of **05/19/2021**

20-0344

12510115109

MA DAVID & CINDY

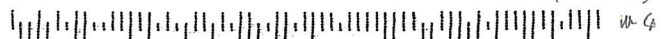
3106 SCOTT DR

ROCK SPRINGS WY 82901-4312

Submitted after final agenda

Date 6/2/21 Item 47 (a+b) W 4

22 BRDCNP1 82901



702

16:38:01 06-15-2021

1 / 1

**KAEMPFER
CROWELL****KAEMPFER CROWELL RENSHAW
GRONAUER & FIORENTINO**

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ROBERT J. GRONAUER

rgronauer@kcrlaw.com

702.792.7000

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2021 JUN 15 P 4:49LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

June 15, 2021

VIA FACSIMILE

702-382-4803

LuAnn D. Holmes
City of Las Vegas
City Clerk
495 S. Main Street
Las Vegas, NV 89101**Re: Request for Hold – SWDE348, LLC
20-0344-GPA1 & ZON1 - Item No. 56(a & b)**

Dear Ms. Holmes:

As you know, this office represents the applicant in the above-referenced matters. These items are scheduled to be heard at the Las Vegas City Council hearing on June 16, 2021 and we respectfully request that they be held in abeyance for 30 days or until the **July 21, 2021** Las Vegas City Council hearing.

Thank you for your kind consideration and please let me know should you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL



Robert J. Gronauer

RJG/mlt

Submitted after final agenda

Items: 56a-56b

702

09:21:47 07-20-2021

1 / 1

KAEMPFER**CROWELL**

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ROBERT J. GRONAUERrgronauer@kcnvlaw.com

702.792.7000

**KAEMPFER CROWELL RENSHAW
GRONAUER & FIORENTINO**RECEIVED
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2021 JUL 20 A 9:50

LAS VEGAS OFFICE
1980 Festival Plaza Drive
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Las Vegas, NV 89135
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Fax: 702.796.7181**RENO OFFICE**
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011**CARSON CITY OFFICE**
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

July 20, 2021

VIA FACSIMILE

702-382-4803

LuAnn D. Holmes
City of Las Vegas
City Clerk
495 S. Main Street
Las Vegas, NV 89101**Re: Request for Hold – SWDE348, LLC
20-0344-GPA1 & ZON1 - Item No. 63(a & b)**

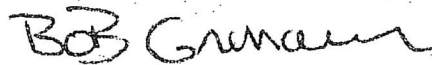
Dear Ms. Holmes:

As you know, this office represents the applicant in the above-referenced matters. These items are scheduled to be heard at the Las Vegas City Council hearing on July 21, 2021 and we respectfully request that they be held in abeyance for 2 weeks or until the **August 4, 2021** Las Vegas City Council hearing.

Thank you for your kind consideration and please let me know should you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL



Robert J. Gronauer

RJG/mlt

Submitted after final agenda

Items 63a-63b

**KAEMPFER
CROWELL****KAEMPFER CROWELL RENSHAW
GRONAUER & FIORENTINO**

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ROBERT J. GRONAUERrgronauer@kcnvlaw.com
702.792.7000RECEIVED
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2021 AUG -3 P 4:14

LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
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Fax: 702.796.7181RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.684.8300
Fax: 775.682.0267

August 3, 2021

VIA FACSIMILE

702-382-4803

LuAnn D. Holmes
City of Las Vegas
City Clerk
495 S. Main Street
Las Vegas, NV 89101**Re: Request for Hold - SWDE348, LLC
20-0344-GPA1 & ZON1 - Item No. 31(a & b)**

Dear Ms. Holmes:

As you know, this office represents the applicant in the above-referenced matters. These items are scheduled to be heard at the Las Vegas City Council hearing on August 4, 2021 and we respectfully request that they be held in abeyance for an additional 30 days or until the **September 1, 2021** Las Vegas City Council hearing.

Thank you for your kind consideration and please let me know should you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL



Robert J. Gronauer

RJG/mlt

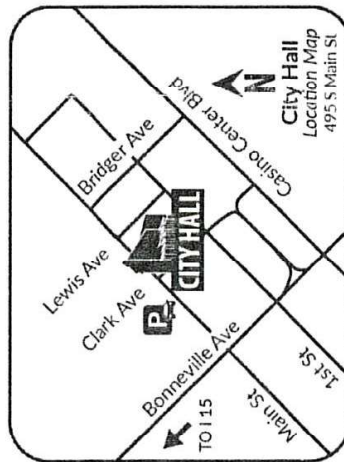
Submitted after final agenda

Date 8/31/21 Item 31
(a & b)

**NOTE: THE FOLLOWING DOCUMENTATION
WAS SUBMITTED FOR THE RECORD BEFORE
OR AT THE PLANNING COMMISSION HEARING
ON THIS ITEM WHICH IS NOW APPEARING
BEFORE THE CITY COUNCIL**

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested Official Notice of Public Hearing



City Council - Page 2

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. 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.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

Planning Commission Meeting of **04/13/2021**

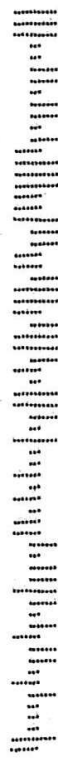
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APR 13 2021

Dept of Planning
City of Las Vegas

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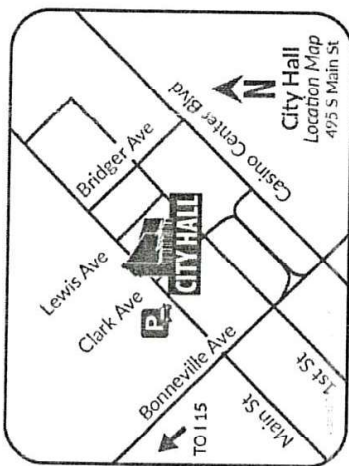
20-0344
12504612044
TUCKERMAN CATHERINE ELIZABETH
LIVING TRUST
TUCKERMAN CATHERINE ELIZABETH
TRS
10242 CHESTNUT SWEET ST
LAS VEGAS NV 89131-1562



35 BRD FNP 1 89131

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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City Council -

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☐

I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

Planning Commission Meeting of 04/13/2021

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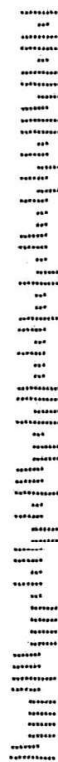
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Dept of Planning
City of Las Vegas

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12510511040
AGUILAR ZAIDA L
2296 MOORTOWN DR
TUSTIN RANCH CA 92782-1101

108 BRDFNP1 92782

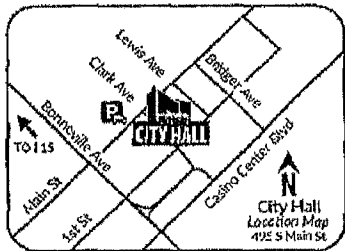


Apr05 21, 14:14

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City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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I SUPPORT
this Request



I OPPOSE
this Request

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20-0344 and 20-0344-GPA1 and 20-0344-ZON1

Planning Commission Meeting of 04/13/2021

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APR 06 2021

Dept of Planning
City of Las Vegas



20-0344

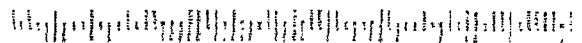
12504612066

MENDOZA ERNIE E JR & MISTY L

7910 BEAVER MOUNTAIN AVE

LAS VEGAS NV 89131-1556

35 2004041 2004041



29 P
(a-b)

Form Name: Planning Application Comments 2021
Submission Time: April 12, 2021 3:19 pm
Browser: Chrome 88.0.4324.150 / OS X
IP Address: 98.164.178.86
Unique ID: 791411456
Location: 36.111301422119, -115.27909851074

Meeting Date Tuesday, April 13, 2021

Project Number 20-0344

Position I OPPOSE the project and all related applications.

Name Kathy Thompson

Residential or Business Address 6560 RACEL ST
LAS VEGAS, NV 89131

Phone (951) 283-1512

Email realtorcat88@yahoo.com

Comments We STRONGLY oppose a new development of tract homes with SMALL lots in the heart of an area that was designated as horse property with a minimum of 1/2 acre lots. As equestrians, we are finding it more and more difficult to house our beloved horses and ride them as well. This builder should not be allowed to build anything smaller than 1/2 acre and single-story only. Can we just have this TINY spot in Las Vegas for a community for horse lovers? Please do not allow this.

Thank You,
Clif Smith and Kathy Thompson

Form Name:	Planning Application Comments 2021
Submission Time:	April 6, 2021 6:10 pm
Browser:	Chrome 89.0.4389.114 / Windows
IP Address:	72.207.153.41
Unique ID:	788958894
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, April 13, 2021
---------------------	-------------------------

Project Number	20-0344
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Position	I OPPOSE the project and all related applications.
-----------------	--

Name	Leonora May Consoli
-------------	---------------------

Residential or Business Address	8845 Sherwood Park Dr Las Vegas, NV 89131
--	--

Phone	(408) 398-9036
--------------	----------------

Email	lconsoli@gmail.com
--------------	--------------------

Comments	There are too many new housing projects around the area that have not sold. Due to Covid 19 closures and loss of jobs foreclosures on homes are imminent. People cannot not afford to buy homes. New housing will impact the traffic and wildlife. Another concern is the impact on the water shortage due to drought (climate change) and increase housing. Parks are needed more than new housing.
-----------------	--

Form Name:	Planning Application Comments 2021
Submission Time:	April 10, 2021 12:09 pm
Browser:	Chrome 89.0.4389.114 / Windows
IP Address:	72.207.155.3
Unique ID:	790605437
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, April 13, 2021
---------------------	-------------------------

Project Number	20-0344
-----------------------	---------

Position	I OPPOSE the project and all related applications.
-----------------	--

Name	Harriet Urlaub
-------------	----------------

Residential or Business Address	7144 Crescentville Avenue Las Vegas, NV 89131
--	--

Phone	(702) 485-1323
--------------	----------------

Email	dmu7@cox.net
--------------	--------------

Comments	Development will have a negative impact on the Tule Springs Fossil Beds National Monument.
-----------------	--

Form Name:	Planning Application Comments 2021
Submission Time:	April 13, 2021 10:23 am
Browser:	Chrome 89.0.4389.114 / Windows
IP Address:	169.241.60.89
Unique ID:	791817808
Location:	36.174999237061, -115.13719940186

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	K. Lenise Dudman
Residential or Business Address	7160 Crescentville Ave. Las Vegas, NV 89131
Phone	(702) 241-6617
Email	lenisedudman@cox.net
Comments	I am NOT in favor of this land being changed from community development to residential.

Form Name:	Planning Application Comments 2021
Submission Time:	April 11, 2021 5:51 pm
Browser:	Chrome 89.0.4389.114 / Windows
IP Address:	72.207.153.143
Unique ID:	790925272
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	kimberley evanns
Residential or Business Address	6824 woodland vase ct. las vegas, NV 89131
Phone	(760) 625-6234
Email	gvklimmer@yahoo.com
Comments	We have way to many homes that are built on top of each other. We do not need more. Please do not allow this change.

Form Name:	Planning Application Comments 2021
Submission Time:	April 12, 2021 8:33 am
Browser:	Chrome 89.0.4389.114 / Windows
IP Address:	72.207.153.143
Unique ID:	791194400
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	danny evanns
Residential or Business Address	6824 woodland vase ct. las vegas, NV 89131
Phone	(310) 508-0044
Email	linedisc@yahoo.com

Form Name:	Planning Application Comments 2021
Submission Time:	April 13, 2021 10:55 am
Browser:	Mozilla rv:11.0 / Windows
IP Address:	71.222.86.56
Unique ID:	791835287
Location:	36.111301422119, -115.27909851074

Meeting Date	Tuesday, April 13, 2021
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Project Number	20-0344
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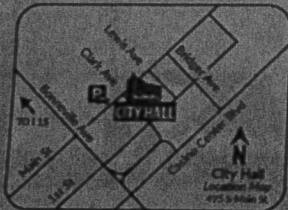
Position	I OPPOSE the project and all related applications.
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Name	Richard Johnston
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Residential or Business Address	8941 Sherwood Park Drive Las Vegas, NV 89131
--	---

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

Planning Commission Meeting of 04/13/2021

20-0344

12510511052

SCOTT BURTON ALFRED

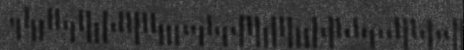
ALICATA-SCOTT SHERYL ANN

8912 EL DIABLO ST

LAS VEGAS NV 89131-1737

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35 BRDFNP1 89131



Form Name: Planning Application Comments 2021
Submission Time: April 13, 2021 4:13 pm
Browser: Firefox 87.0 / Windows
IP Address: 72.207.154.213
Unique ID: 791976861
Location: 37.750999450684, -97.821998596191

Meeting Date Tuesday, April 13, 2021

Project Number 20-0344

Position I OPPOSE the project and all related applications.

Name Bryan Wetherell

Residential or Business Address 8607 Kennedy Heights Court
Las Vegas, NV 89131

Phone (916) 502-1103

Email wbwetherell@gmail.com

Submitted at Planning Commission

Date: 4/13/2021 Item 29

Form Name:	Planning Application Comments 2021
Submission Time:	April 13, 2021 7:15 pm
Browser:	Firefox 87.0 / OS X
IP Address:	72.207.153.238
Unique ID:	792208840
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, April 13, 2021
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Project Number	20-0344
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Position	I OPPOSE the project and all related applications.
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Name	Qaasim Harris
-------------	---------------

Residential or Business Address	6809 Woodland Vase Ct Las Vegas, NV 89131
--	--

Phone	(702) 469-2797
--------------	----------------

Email	iron450@cox.net
--------------	-----------------

Form Name: Planning Application Comments 2021
Submission Time: April 13, 2021 5:33 pm
Browser: Chrome Mobile 89.0.4389.105 / Android
IP Address: 107.77.228.50
Unique ID: 792178952
Location: 34.231300354004, -118.14859771729

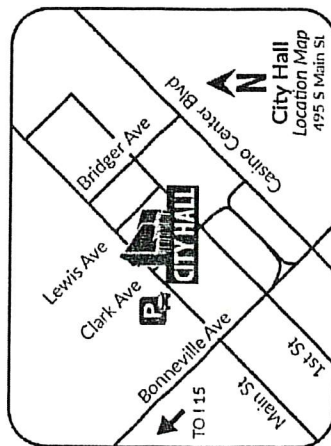
Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	Kelli Young
Residential or Business Address	8122 Bear Clan Court Apt, suite, floor, etc. Las Vegas, NV 89131
Phone	(708) 205-5144
Comments	I do not support the smaller housing space. It does not give family to live with privacy.

Las Vegas is Turning into California. all the

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

land developers buying up all the
land! SAVE OUR

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☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

Planning Commission Meeting of 04/13/2021

Submitted after final agenda

Agenda Item #29a-b
PROTEST
04.13.21 PC

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open Desert!

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APR 12 2021

Dept of Planning
City of Las Vegas

20-0344

12510511041

LONG AND WINDING ROAD TRUST

KOSS TIMOTHY S & ANITA M TRS

7036 BOCAIRE DR

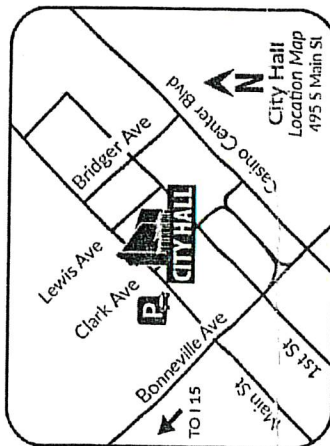
LAS VEGAS NV 89131-1731



35 BRDFNP1 89131

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

Planning Commission Meeting of 04/13/2021

Agenda Item #29a-b
PROTEST
04.13.21 PC

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APR 12 2021

Dept of Planning
City of Las Vegas

20-0344

12510515010

WILLIAMS DONNA & MICHAEL

8814 KILLIANS GREEN DR

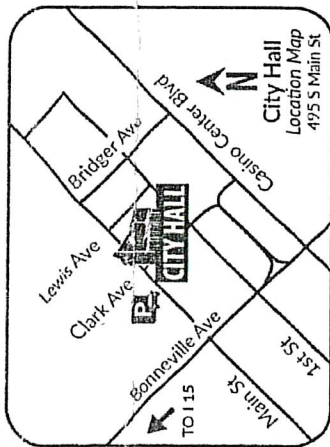
LAS VEGAS NV 89131-6706



35 BRDFN1 09131

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

Planning Commission Meeting of 04/13/2021

**Agenda Item #29a-b
PROTEST
04.13.21 PC**

35 BRDFNP1 09191



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Permit No. 1630

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APR 12 2021

Dept of Planning
City of Las Vegas

20-0344
12510511036
MONTOKA LEE & LINDA
8832 COLLIERS CT
LAS VEGAS NV 89131

We Oppose



AGENDA SUMMARY PAGE

City Council
Meeting of: August 4, 2021

Agenda Item No.:
31a

DEPARTMENT: Planning
DIRECTOR: Seth Floyd

DISCUSSION

SUBJECT:

20-0344-GPA1 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: ML (MEDIUM LOW DENSITY RESIDENTIAL)

PROTESTS RECEIVED BEFORE:

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

Planning Commission Mtg.

City Council Meeting

City Council Meeting

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommends DENIAL.

BACKUP DOCUMENTATION:

1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



AGENDA SUMMARY PAGE

City Council
Meeting of: August 4, 2021

Agenda Item No.:
31b

DEPARTMENT: Planning
DIRECTOR: Seth Floyd

DISCUSSION

SUBJECT:

20-0344-ZON1 - ABEYANCE ITEM - REZONING - FROM: R-E (RESIDENCE ESTATES) TO: R-SL (SINGLE FAMILY RESIDENTIAL SMALL LOT)

PROTESTS RECEIVED BEFORE:

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

Planning Commission Mtg.

City Council Meeting

City Council Meeting

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:

1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
32

DEPARTMENT: Planning
DIRECTOR: Seth Floyd

DISCUSSION

SUBJECT:

21-0231-VAR1 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: PATRICK BAILEY - For possible action on a Land Use Entitlement project request TO ALLOW A PROPOSED ACCESSORY STRUCTURE (CLASS II) [GARAGE AND WORKSPACE] THAT IS NOT AESTHETICALLY COMPATIBLE WITH THE PRINCIPAL DWELLING on 0.25 acres at 5136 Lamajon Court (APN 138-24-713-010), R-PD3 (Residential Planned Development - 3 Units per Acre) Zone, Ward 5 (Crear). The Planning Commission (7-0 vote) and Staff recommend DENIAL. (NOTE: The correct spelling of the street name is Lamarjon.)

PROTESTS RECEIVED BEFORE:

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

Planning Commission Mtg.

City Council Meeting

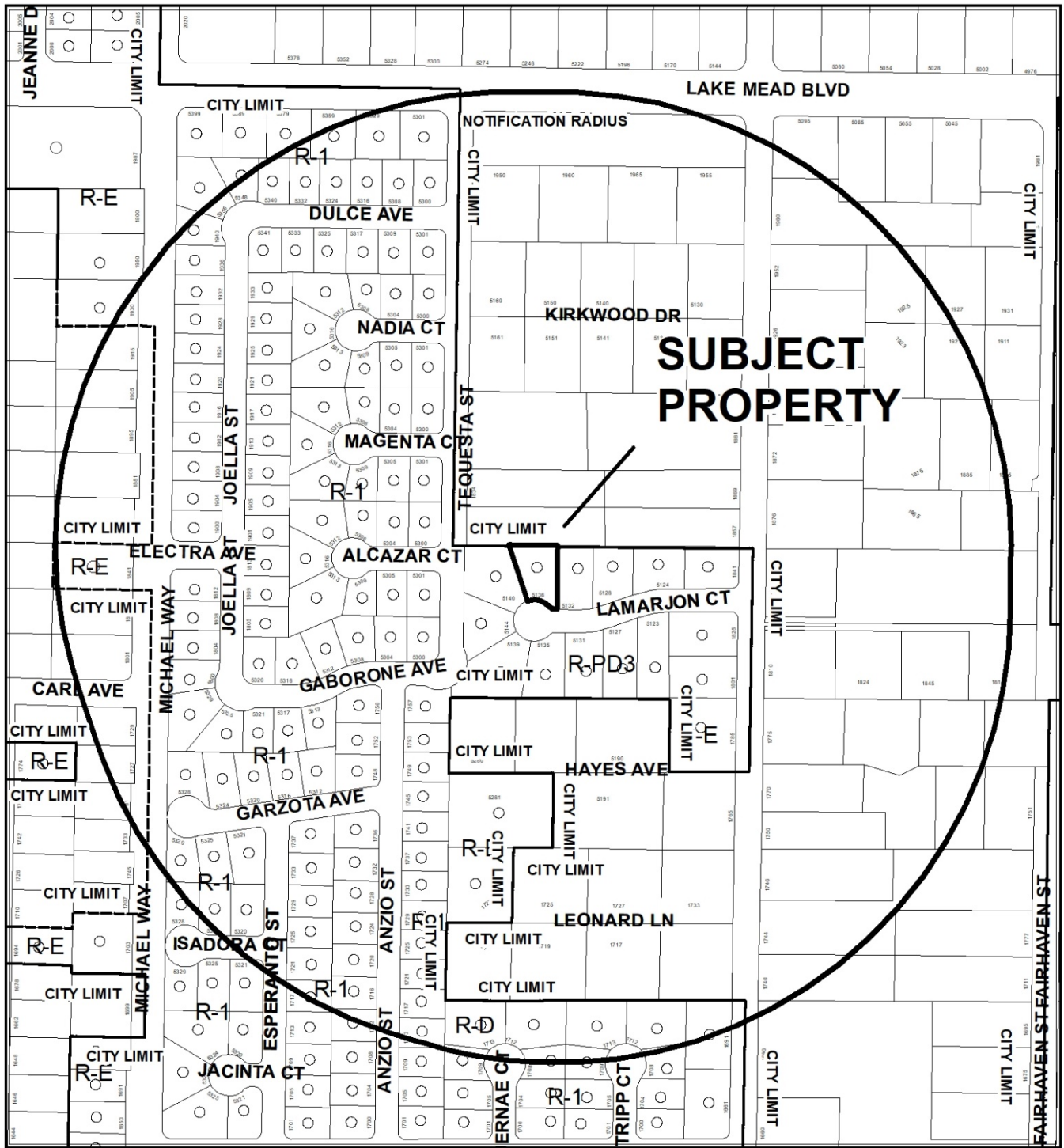
City Council Meeting

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:

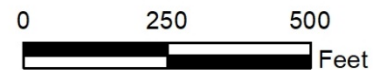
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Support Postcards
7. Backup Submitted from the July 21, 2021 City Council Meeting

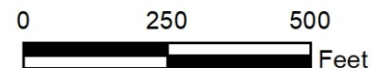
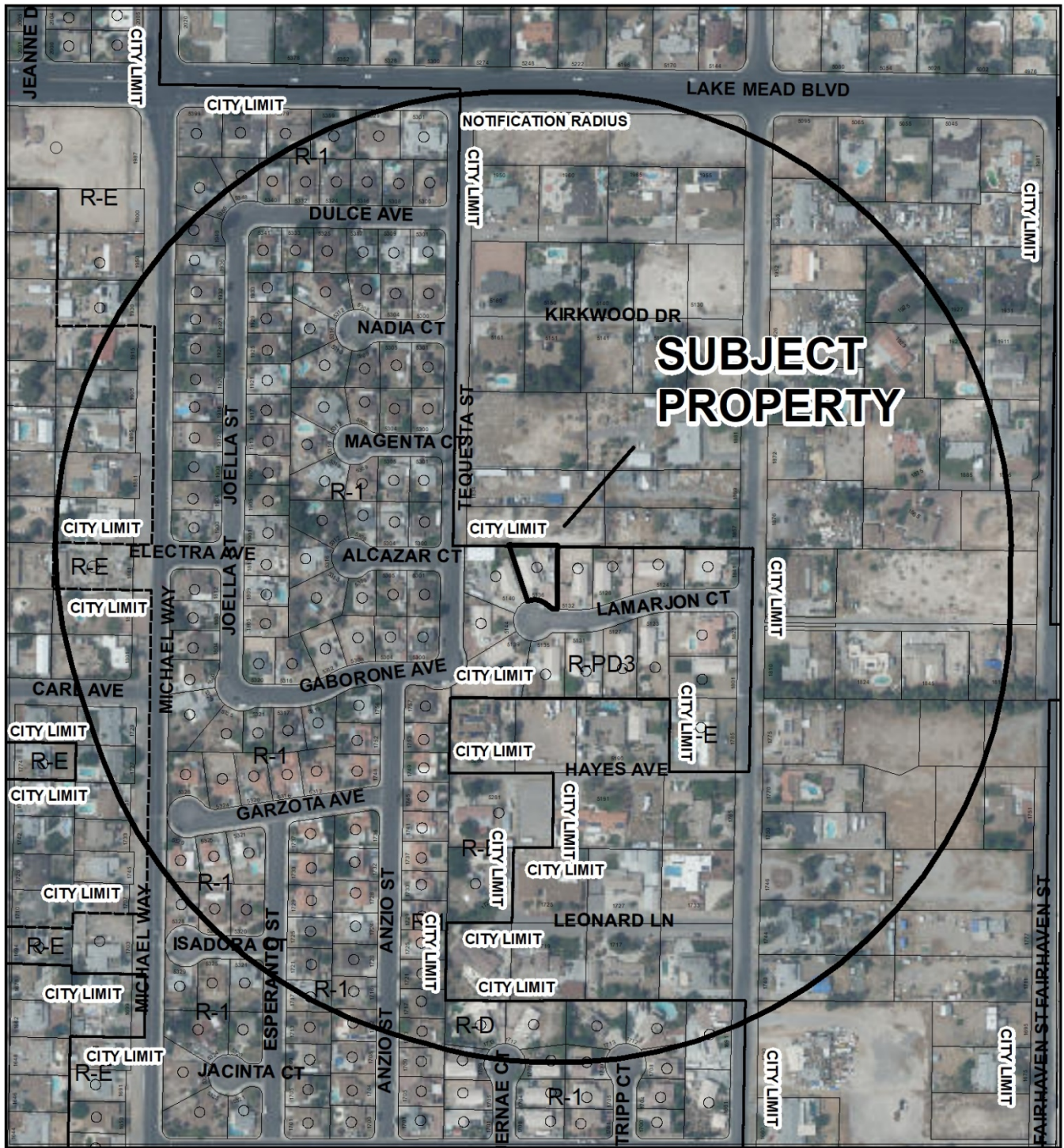


CASE:21-0231-VAR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE)





CASE:21-0231-VAR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE)





AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 21, 2021

DEPARTMENT: PLANNING

ITEM DESCRIPTION: APPLICANT/OWNER: PATRICK BAILEY

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
21-0231-VAR1	Staff recommends DENIAL, if approved subject to conditions:	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

NOTICES MAILED 232 (By City Clerk)

PROTESTS 0

APPROVALS 0

**** CONDITIONS ****

21-0231-VAR1 CONDITIONS

Planning

1. A Variance is hereby approved to allow a proposed Accessory Structure (Class II) [Garage and Workspace] that is not aesthetically compatible with the principal dwelling.
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.

Staff Report Page One
July 21, 2021 – City Council Meeting

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is proposing to develop a 1,350 square-foot Accessory Structure (Class II) [Garage] at 5136 Lamarjon Court.

ISSUES

- A Variance is requested to allow a proposed Accessory Structure (Class II) [Garage and Workspace] that is not aesthetically compatible with the principal dwelling. Staff does not support this request.

ANALYSIS

The subject site is an existing 1,304 square-foot single-family, detached residence that is located within the R-PD3 (Residential Planned Development – 3 Units per Acre) zoning district. The development standards for this district were established upon the approval of Rezoning (Z-0048-96). Condition of Approval Number Three (3) of this application stated that “All lots shall conform to the R-D (Single Family Residence Restricted) zoning district standards for setbacks, building height, and accessory structures.”

The proposed structure complies with the accessory structure setbacks listed for the R-D (Single Family Residence Restricted) zoning district. The submitted justification letter and elevation plan date stamped on 04/14/21 show that the proposed Accessory Structure will utilize metal siding and roofing. Title 19.06.040 requires that accessory structures are to be aesthetically compatible with the principal dwelling unit. The proposed materials are industrial in nature and not compatible or harmonious with any residentially zoned properties.

In the submitted justification letter date stamped on 04/14/21, the applicant states that the metal building matches the character and compatibility of Lamarjon Court, as the neighboring property to the west has an accessory structure with metal siding in the rear yard.

No substantial evidence has been presented to warrant the requested Variance. Staff finds that the applicant has created a self-imposed hardship by proposing to develop an accessory structure with materials that are industrial and nature and not compatible or harmonious with surrounding residential development. Therefore, staff recommends denial of this request.

FINDINGS (21-0231-VAR1)

In accordance with the provisions of Title 19.16.140(B), the Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

Staff Report Page Two
July 21, 2021 – City Council Meeting

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature.”

Additionally, Title 19.16.140(L) states:

“Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution.”

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing to develop an Accessory Structure with materials that do not conform with the Title 19.06 development standards. Alternative design materials would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site’s physical characteristics, it is concluded that the applicant’s hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by Planning, Fire, Bldg., etc.</i>	
06/19/96	The City Council approved a Rezoning (Z-0048-96) FROM: R-E (Residence Estates) TO: R-PD3 (Residential Planned Development (3 Units per Acre) for 14 proposed single-family dwellings on 5.07 acres on the west side of Leonard Lane approximately 30 feet south of Lake Mead Boulevard. The Planning Commission recommended denial.
10/24/11	A Code Enforcement Case (CE-107125) was reported for cars parked in the front yard on dirt for over a year at 5136 Lamarjon Court. The case was resolved on 11/07/11.
06/08/21	The Planning Commission unanimously voted to recommend DENIAL on a Land Use Entitlement project request TO ALLOW A PROPOSED ACCESSORY STRUCTURE (CLASS II) [GARAGE AND WORKSPACE] THAT IS NOT AESTHETICALLY COMPATIBLE WITH THE PRINCIPAL DWELLING on 0.25 acres at 5136 Lamarjon Court (APN 138-24-713-010), R-PD3 (Residential Planned Development - 3 Units per Acre) Zone, Ward 5 (Crear).

Staff Report Page Three
July 21, 2021 – City Council Meeting

Most Recent Change of Ownership	
10/24/03	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
10/06/06	A Building Permit (R-73889) was issued for a clv design block wall at 5136 Lamarjon Court.

Pre-Application Meeting	
04/13/01	A pre-application meeting was held with the applicant to discuss the submittal requirements of a Variance pertaining to a proposed Accessory Structure (Class II) [Garage and Workspace].

Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	

Field Check	
05/05/21	A routine field check was conducted by staff, nothing was noted of concern.

Details of Application Request	
Site Area	
Net Acres	0.25

Surrounding Property	Existing Land Use Per Title 19.12	Planned or Special Land Use Designation	Existing Zoning District
Subject Property	Single Family, Detached	R (Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units per Acre)
North	Undeveloped	RN (Rural Neighborhood) – Clark County	R-E (Rural Estates Residential [2 Units per Acre]) - Clark County
South	Single Family, Detached	R (Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units per Acre)
East			
West			

Staff Report Page Four
July 21, 2021 – City Council Meeting

<i>Master and Neighborhood Plan Areas</i>	<i>Compliance</i>
No Applicable Master Plan Area	N/A
<i>Special Area and Overlay Districts</i>	<i>Compliance</i>
A-O (Airport Overlay) District (105 Feet)	Y
R-PD (Residential Planned Development) District	Y
<i>Other Plans or Special Requirements</i>	<i>Compliance</i>
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06, the following standards apply:

<i>Standard</i>	<i>Required/Allowed</i>	<i>Provided</i>	<i>Compliance</i>
Min. Lot Size	N/A	10,890 SF	Y
Min. Lot Width	N/A	71 Feet	Y
Min. Setbacks			
• Front	25 Feet	25 Feet	Y
• Side	10 Feet	10 Feet	Y
• Rear	25 Feet	30 Feet	Y
Min. Setbacks			
• Side	3 Feet	12 Feet	Y
• Rear	3 Feet	5 Feet	Y
Min. Distance Between Buildings	6 Feet	6 Feet	Y
Max. Lot Coverage	N/A	28%	Y
Max. Building Height	2 Stories/ 35 Feet	1 Story	Y
Max. Accessory Structure Height	2 Stories/ 35 Feet	22 Feet	Y

Open Space – R-PD only							
Total Acreage	Density	Required			Provided		Compliance
		Ratio	Percent	Area	Percent	Area	
Condition of Approval Number 1 (One) of Zoning Reclassification (Z-0048-96) waived the required open space standards of the R-PD (Residential Planned Development) zoning district.							

Staff Report Page Five
July 21, 2021 – City Council Meeting

<i>Street Name</i>	<i>Functional Classification of Street(s)</i>	<i>Governing Document</i>	<i>Actual Street Width (Feet)</i>	<i>Compliance with Street Section</i>
Lamarjon Court	Local Street	Title 13	50	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) VARIANCE

Project Address (Location) 5136 LAMAJON CT.

Project Name BAILEY RESIDENCE **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 138-24-713-010 **Ward #** 5

General Plan: Existing _____ Proposed _____ **Zoning:** Existing R-PD3 Proposed R-PD3

Additional Information VARIANCE FOR THE USE OF METAL SIDING AND ROOF THAT DOES NOT MATCH THE PRIMARY RESIDENCE

Property Owner PATRICK BAILEY **Contact** _____

Address 5136 LAMAJON CT. **City** LAS VEGAS **State** NV **Zip** 89108

E-mail pgbailey8@gmail.com **Phone** 702-373-9294

Applicant PATRICK BAILEY **Contact** _____

Address 5136 LAMAJON CT. **City** LAS VEGAS **State** NV **Zip** 89108

E-mail pgbailey8@gmail.com **Phone** 702-373-9294

Representative JASON MAHEU R.D. **Contact** JASON

Address 652 MIDDLEGATE RD. SUITE B **City** HENDERSON **State** NV **Zip** 89011

E-mail JAMDESIGN2@GMAIL.COM **Phone** 702-262-7955

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 Patrick Bailey

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Patrick Bailey

Subscribed and sworn before me

This 13th day of april City Council 21 Page 413

Notary Public in and for said County and State

21-0231
04/14/2021

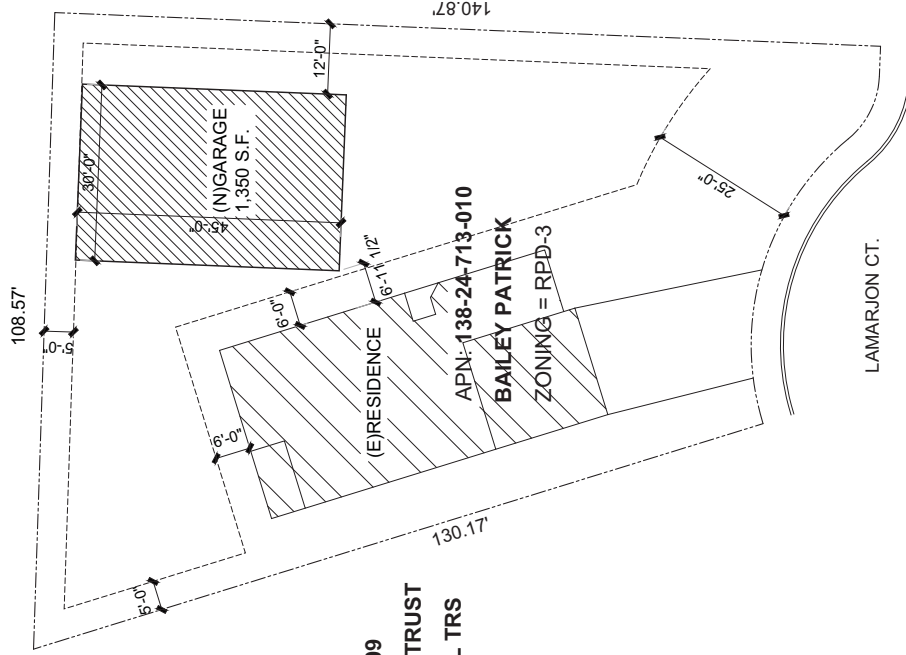


NANCY GONZALEZ
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 1814981
MY APPT. EXPIRES JANUARY 28, 2022



VICINITY MAP

APN: 138-24-701-019
 CYPERT DARRELL E & TINA L
 ZONING = R-E



APN: 138-24-713-009
 RONNING FAMILY TRUST
 RONNING SUSAN L TRS
 ZONING = RPD-3

APN: 138-24-713-011
 OSTERBERG MARK W
 ZONING = RPD-3

REAR AND SIDE YARD AREA = 4,652 S.F.
 ALLOWABLE SIZE FOR ACC BLDG
 4,652 / 2 = 2,326 S.F.
 PROPOSED ACC BLDG = 1,350 S.F.

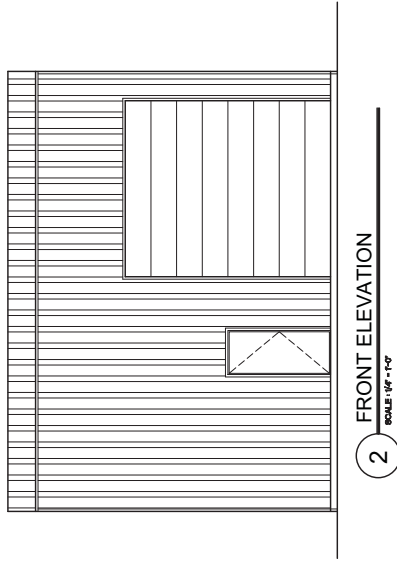
21-0231
 04/14/2021

2 SITE PLAN
 SCALE 1" = 80'-0"

ASH GRAY - BODY

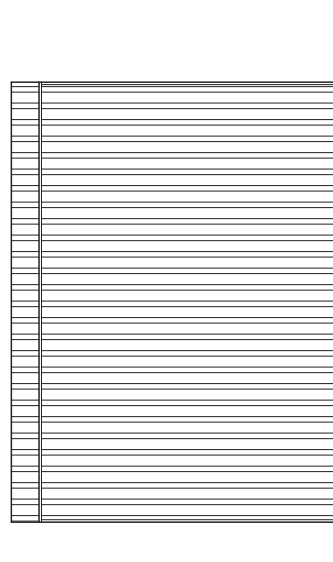


POLAR WHITE - TRIM & ROOF



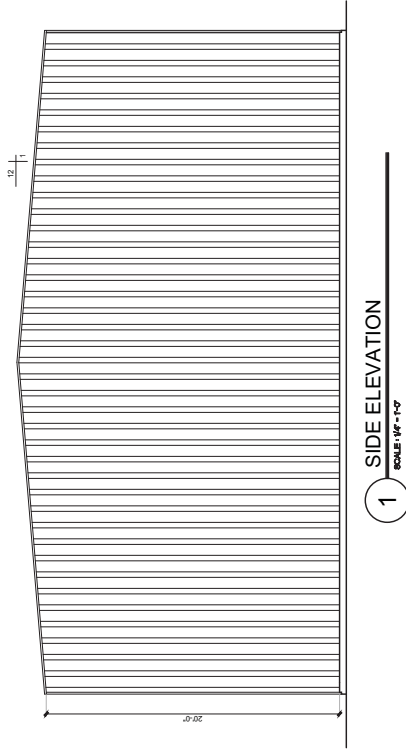
2 FRONT ELEVATION

SCALE: 1/4" = 1'-0"



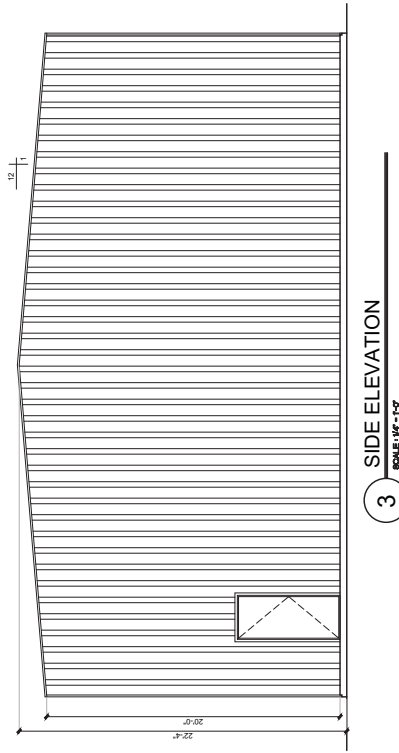
4 SIDE ELEVATION

SCALE: 1/4" = 1'-0"



1 SIDE ELEVATION

SCALE: 1/4" = 1'-0"



3 SIDE ELEVATION

SCALE: 1/4" = 1'-0"

21-0231
04/14/2021

DATE
4/13/21
SHEET
A-2

ELEVATIONS

DESIGNER:
JASON A. MAHEU
ARCHITECT
462 HEDGECOCK ROAD, STE. B
LAS VEGAS, NV 89101
PH: 702.262.7953
FAX: 702.262.3883
JAMES@JAMHEU.COM

DESIGN:
SERVING ALL OF YOUR RESIDENTIAL DESIGN
& SPECIALTY NEEDS FOR OVER 18 YEARS

NEW ACCESSORY GARAGE FOR:
BAILEY RESIDENCE
5136 LAMARION CT.
CITY OF LAS VEGAS, NV 89108

21-0231 - VARIANCE SET 4-13-2021

STATE OF NEVADA
JASON A. MAHEU
ARCHITECT
4/13/21

4/13/21



21-0231-VAR1 - APPLICANT/OWNER: PATRICK BAILEY
5136 LAMARJON COURT

05/05/2021



21-0231-VAR1 - APPLICANT/OWNER: PATRICK BAILEY
5136 LAMARJON COURT

05/05/2021



JAM Residential Design & Drafting

JASON MAHEU R.D. LIC # 249-P

JUSTIFICATION LETTER:

Patrick Bailey
5136 Lamajon Ct.
Las Vegas, NV 89108

To whom it may concern,

This letter is support of a variance to allow the use of metal siding and roofing on an accessory building on the property at APN# 138-24-713-010. The lot size is 0.25 acres. The existing residence is 1,304 s.f. The proposed garage will be located on the Northeast corner of the lot approx. 6'-11' from the primary residence.

There is other metal buildings in this neighborhood and surrounding area. The neighbor to the West has a metal building in her rear yard.

It is the opinion of this office that the granting of this waiver is appropriate and would have no ill effect.

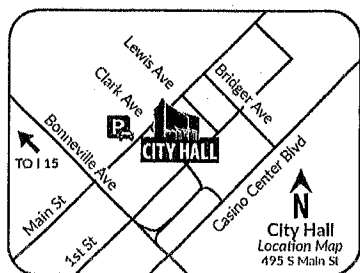
Respectfully requested,


Jason Maheu R.D.

21-0231
04/14/2021

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



Scan or go to:

www.lasvegasnevada.gov/meetings

2021 JUL 22 A 11:46

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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.

21-0231-VAR1
13824711018
JONES JACK D JR
115 DILLON DR
HENDERSONVILLE TN 37075



I SUPPORT
this Request



I OPPOSE
this Request

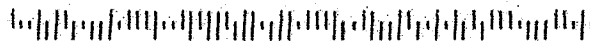
Please use available blank space on card for your comments.

21-0231-VAR1

City Council Meeting of **07/21/2021**

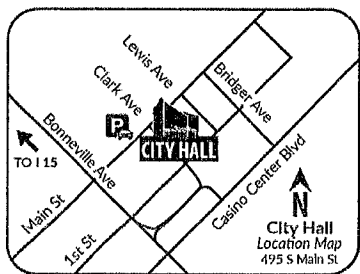
1 2 3 2

070711018 37075



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



Scan or go to:

www.lasvegasnevada.gov/meetings

RECEIVED
CITY CLERK

2021 JUL 22 A 11:46

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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.

21-0231-VAR1
13824711017
JONES JACK D JR
115 DILLON DR
HENDERSONVILLE TN 37075-3134



I SUPPORT
this Request



I OPPOSE
this Request

Please use available blank space on card for your comments.

21-0231-VAR1

City Council Meeting of **07/21/2021**

1 2 3 2

070711017 37075



I am Patrick Bailey at 5136 Lamarjon ct. project # 21-0231-VAR1.

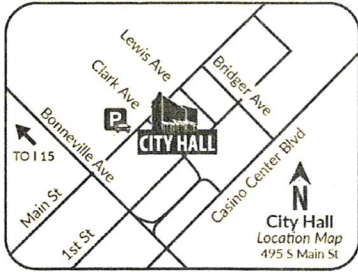
I am requesting an Abeyance in order to meet with councilman Crear and due to my signage blowing down last week.

I am requesting to be moved to the meeting on August 4.

Patrick Bailey

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



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.

21-0231-VAR1

City Council Meeting of **07/21/2021**

21-0231-VAR1
13824713005
GARCIA FAMILY TRUST
5131 LAMARJON CT
LAS VEGAS NV 89108-2372

Submitted after final agenda

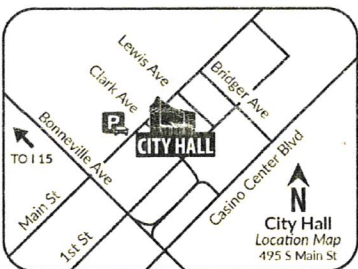
Item 65

99 DRCFNP1 09108



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



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.

21-0231-VAR1

City Council Meeting of **07/21/2021**

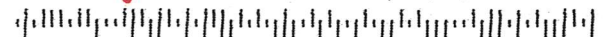
21-0231-VAR1
13824702018
GOMEZ JOSEPH A & GERIE
1875 FAIRHAVEN ST
LAS VEGAS NV 89108-2301

7/12/21

Submitted after final agenda

Item 66

99 DRCFNP1 09108



Joseph & Gerie Gomez



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
33

DEPARTMENT: City Manager
DIRECTOR: Jorge Cervantes

DISCUSSION

SUBJECT:

REPORTS AND PRESENTATIONS:

Report by Brian McAnallen, Manager, Office of Philanthropic Initiatives, regarding an update on the progress and new focus of the Mayor's Fund for Las Vegas LIFE - All Wards

FISCAL IMPACT:

None

PURPOSE/BACKGROUND:

The Mayor's Fund for Las Vegas LIFE was launched in September 2018 to provide a vehicle for corporate and philanthropic partners to support innovative programs that improve the quality of life for all Las Vegas residents. This presentation will provide an updated report on the progress and new focus of the Mayor's Fund for Las Vegas LIFE.

RECOMMENDATION:

Report only; no action required.

BACKUP DOCUMENTATION:

1. Submitted at Meeting - PowerPoint Presentation Submitted by Staff



Mayor's Fund for Las Vegas LIFE

August 4, 2021





Mayor's Fund for Las Vegas LIFE

Supports initiatives and programs that align with city priorities





Mayor's Fund for Las Vegas LIFE

Advisory Committee

Allan Creel

Creel Ventures

Andy Abboud

Las Vegas Sands Corp.

Ann Simmons-Nicholson

The Simmons Group

Brian Formisano

Wells Fargo

Brian Kunec

KB Home

Bruce Ford

City National Bank

Carolyn G. Goodman

Mayor, city of Las Vegas

Cindy Ellis

Nevada Women's Philanthropy

Christina Ellis

Ellis Island Hotel, Casino & Brewery

Derrick Hill

Cox Communications

Dr. Gard Jameson

Jameson Family Trust

Gian Brosco

Nevada Community Foundation

Ivette Fernandez

Endeavor/UFC

John Tippins

Northcap

Julie Murray

Moonridge Group

Justin Micatrotto

Luna Foundation

Kristine Creel

Community Leader and philanthropist

Maria Gatti

MGM Resorts International

Richard Worthington

The Molasky Group of Companies

Rose McKinney-James

McKinney-James & Associates

Dr. Roy Whitmore

University of Phoenix

Tom Thomas

Thomas & Mack Co.

Tony Sanchez III

NV Energy



Philanthropic Investments FY'21

\$ 1,032,430 in total donations

- **\$ 400,000 in-kind goods and services**
- **\$ 632,430 in cash**



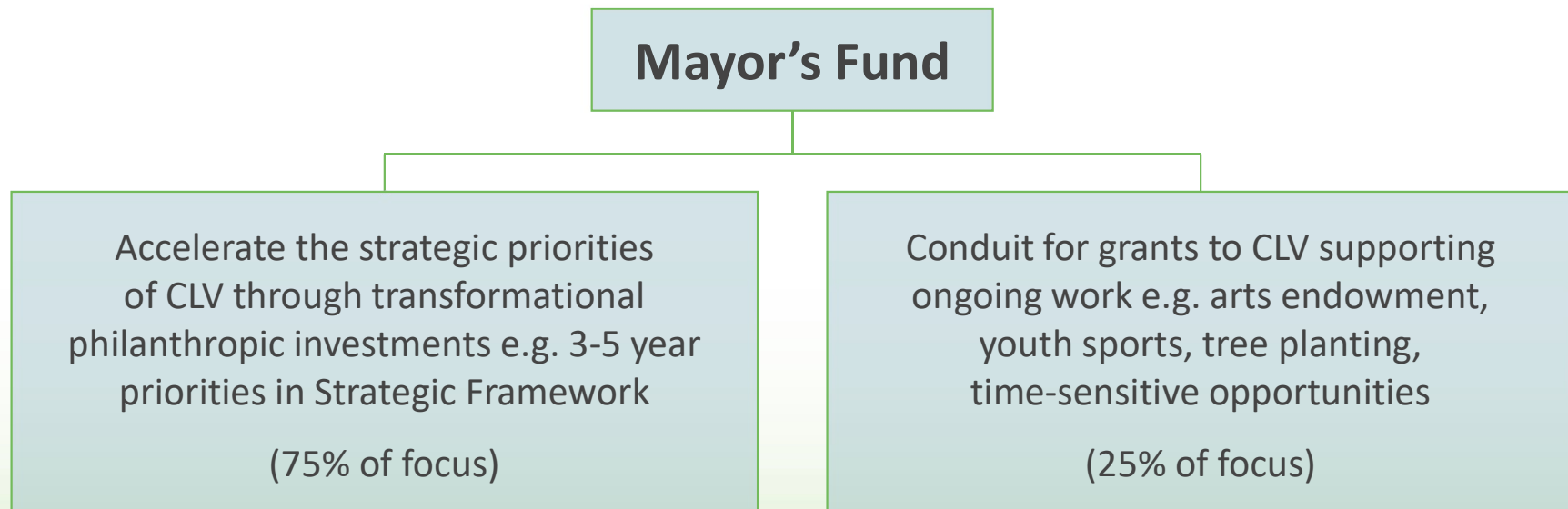
Philanthropic Investments Since Inception

\$ 8,111,261.50 in total donations

- **\$ 5,432,975.55 in-kind goods and services**
- **\$ 2,678,285.95 in cash**



Mayor's Fund Strategic Framework





Mayor's Fund Strategic Framework

- Informed from multiple conversations, input, feedback and diverse leaders
- Aligns with City of Las Vegas Three-Year Strategic Plan
- Moves Mayor's Fund vision and mission forward
- Clarifies where Mayor's Fund resources will be invested to move the needle
- Builds case for philanthropy



Mayor's Fund for Las Vegas LIFE

Mayor's Fund Strategic Framework

Goal I

By 2037 all Las Vegans
will have access to a
job and affordable
housing

Goal II

By 2037 Las Vegas will
be the first 100%
connected city in the
United States

Goal III

By 2037 Las Vegas will
set the National
Standards for Early
Childhood Health
Education



Mayor's Fund for Las Vegas LIFE

3-5 Years
Mayor's Fund Strategic
Framework Priorities

12-24 Months
Action Steps
(AC Strategy Groups)

2037 Goals

● **City of Las Vegas Strategic Plan** ●



Mayor's Fund for Las Vegas LIFE

Year 3 Highlights

October 2020:

Celebration of new Strong Start GO! Bus

FUNDED BY

City National Bank, Helms Helps Foundation,
Toyota Financial Savings Bank,
Vegas Golden Knights Foundation,
Zappos for Good





Mayor's Fund for Las Vegas LIFE

Year 3 Highlights

October 2020:

Opening of Cox Innovation Lab at Strong Future Technology Center on the campus of Historic Westside School



FUNDED BY

Cox Communications





Mayor's Fund for Las Vegas LIFE

Year 3 Highlights

April 2021:

**Unveiling of Queen of
the Arts sculptures at
West Las Vegas Arts Center**

FUNDED BY

The Howard Hughes Corporation





Mayor's Fund for Las Vegas LIFE

Year 3 Highlights

June 2021:

New Play Equipment at Gary Reese Freedom Park underwritten by KVVU Fox 5's "Super Build" Project

SUPPORTED BY

Las Vegas Raiders, Barclays, D&L Roofing,
Home Depot Foundation, and Les Olson





Mayor's Fund for Las Vegas LIFE

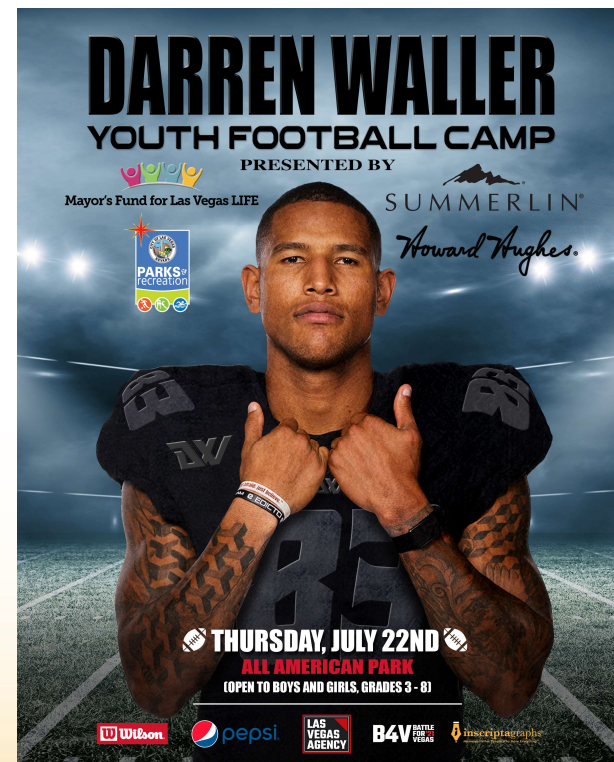
Year 3 Highlights

July 22, 2021:

Darren Waller Football Camp at All-American Park

FUNDED BY

The Howard Hughes Corporation





Mayor's Fund Next Steps

Increase strategic donations by 20%

- Develop a fundraising plan, strategy and create collateral to support case for philanthropic support to achieve the Mayor's Fund goals.
- Strategy Groups consisting of the Mayor's Fund Advisory Committee will meet in the fall and recommend projects for philanthropic engagement.
- Gain the Council's insight, suggestions, and any strategic recommendations for fundraising to support the projects to build the case for philanthropic investment.



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
34

DEPARTMENT: Public Safety
DIRECTOR: Louis Molina

DISCUSSION

SUBJECT:

REPORTS AND PRESENTATIONS:

Report by Louis Molina, Director, Department of Public Safety, regarding calls for service within the City of Las Vegas during the 4th of July holiday - All Wards

FISCAL IMPACT:

None

PURPOSE/BACKGROUND:

This report will highlight the July 4th holiday calls for service within the City of Las Vegas.

RECOMMENDATION:

Report only; no action required.

BACKUP DOCUMENTATION:

1. Submitted at Meeting - PowerPoint Presentation Submitted by Staff

DEPARTMENT OF PUBLIC SAFETY LAS VEGAS FIRE & RESCUE

4th of July 2021 Firework Calls for Service





- LVMPD Call Center – Telephoned Call for Service (CFS)
- www.ispyfireworks.com website Electronic CFS



Metro Call Center Telephoned CFS

City of Las Vegas	191	42%
Outside of CLV Jurisdiction	264	58%
Total Calls for Service	455	100%

Ward	Calls for Service	Percentage
5	56	29.3%
6	36	18.8%
1	34	17.8%
3	25	13.1%
2	22	11.5%
4	18	9.4%
Total	191	100%



June 28 – July 5 ispyfireworks Data

	2019 Percentage		2020 Percentage		2021 Percentage	
Ward 1	998	19.25%	1502	20.86%	883	17.12%
Ward 2	663	12.79%	812	11.27%	587	11.38%
Ward 3	460	8.87%	586	8.14%	666	12.91%
Ward 4	812	15.66%	1166	16.19%	863	16.73%
Ward 5	848	16.35%	1019	14.15%	769	14.91%
Ward 6	1404	27.08%	2117	29.39%	1391	26.96%
Total	5185	100.00%	7202	100.00%	5159	100.00%

City of Las Vegas

CLV	2019	2020	2021
Total	5185	7202	5159
	20 vs. 19		21 vs. 20
	+38.90%		-28.37



Recommendations

- Scheduled Public Safety Announcements & viewing locations earlier.
- Targeted uniform vehicle patrols in the vicinity of City parks and facilities that had multiple complaints.



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
35

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: August 4, 2021

Agenda Item No.:
36

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.



AGENDA SUMMARY PAGE
City Council
Meeting of: August 4, 2021

Agenda Item No.:
37

DEPARTMENT: City Manager
DIRECTOR: Jorge Cervantes

DISCUSSION

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: August 4, 2021

Agenda Item No.:
38

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 Announcement, Food Pop-up at Rancho High School, Time Capsule Ceremony at Stupak Park, Time Capsule Ceremony at East Las Vegas Community Center, Back to School Fair at East Las Vegas Community Center, Community Town Hall with CCSD Trustees at East Las Vegas Community Center, and Ward 3 Social Media Accounts Submitted by Councilwoman Diaz; Flyers for August Brews with Brian and Ward 1 Office Contact Information Submitted by Councilman Knudsen; Flyers for Remembering Officer Micah David May, Splash Back to School, Missing Juvenile Bulletins, Corridor of Hope - Homeless Success Story, and Ward 6 Office Contact Information Submitted by Councilwoman Fiore; Flyers for Ward 2 Announcements, Welcome Home Bella Sims Photographs, Honoring Trooper Micah May, Animal Foundation Pet Adoptions, Small Business Saturdays, Breakfast Buzz and Ward 2 Biz, Ward 2 Office Contact Information and Social Media Accounts Submitted by Councilwoman Seaman; Flyers for Ward 5 Announcements, Nevada Goldmines, Computer Basics for Seniors, Zion National Park Visit by the CORE Academy, Ward 5 Newsletter and Office Contact Information Submitted by Councilman Crear, and Flyer for Back to School Pool Party Submitted by Councilman Anthony

WARD 3



Councilwoman Olivia Díaz



City Council
August 4, 2021

WARD 3
Past Events
July 27th

FOOD POP-UP AT RANCHO HIGH SCHOOL



Thank you Culinary Academy of Las Vegas!



City Council
August 4, 2021

WARD 3
Past Events
August 3rd

TIME CAPSULE CEREMONY AT STUPAK PARK



City Council
August 4, 2021

WARD 3
Upcoming Events

TIME CAPSULE CEREMONY AT EAST LAS VEGAS COMMUNITY CENTER



**Tomorrow,
August 5th at 9am**



City Council
August 4, 2021

WARD 3
Upcoming Events

BACK TO SCHOOL FAIR AT EAST LAS VEGAS COMMUNITY CENTER

The Las Vegas City Council, KReidence, Councilwoman Olivia Díaz,
Heart II Heart Safety and Back to Basic Global Outreach Ministries *invite you to*

BACK to SCHOOL FAIR

Saturday | Aug. 7 | 11 a.m.–1 p.m.
East Las Vegas Community Center | 250 N. Eastern Ave.

EVENT INCLUDES
Free Backpacks • School Supplies • Activities • Prizes • School
Vaccines • COVID Vaccines • and much more.



 TTY 7-1-1







City Council
August 4, 2021

WARD 3 Upcoming Events

COMMUNITY TOWNHALL WITH CCSD TRUSTEES AT EAST LAS VEGAS COMMUNITY CENTER

Discussion on how to
spend CCSD ARP funds



City Council
August 4, 2021



The Las Vegas City Council,
Councilwoman Olivia Díaz
and CCSD Trustees Linda Cavazos
and Irene Cepeda invite you to a



Community Townhall

Saturday | Aug. 7 | 2 p.m.
East Las Vegas Community Center | 250 N. Eastern Ave.

WE WANT TO HEAR FROM YOU!

Tell us how to best spend the American Rescue
Plan recovery funds- your money- to help our kids,
schools, and community.

Your voice and input is very important.





cityoflasvegas
lasvegasnevada.gov



CCSD
CLARK COUNTY
SCHOOL DISTRICT



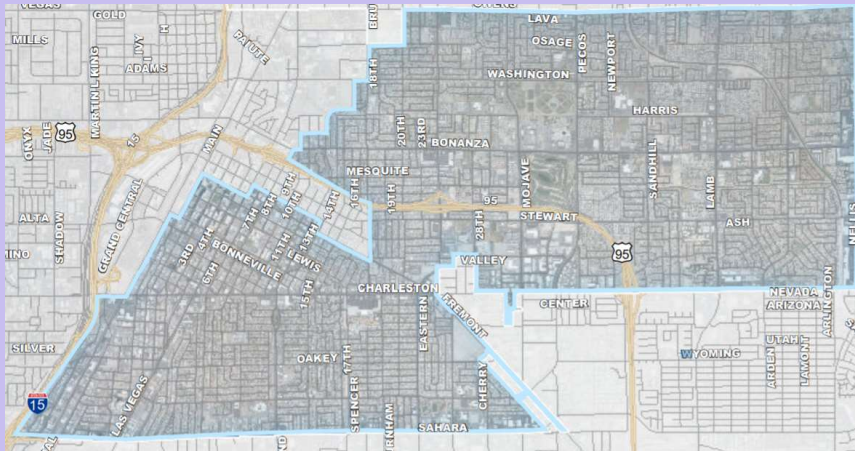
MYFAMILY
VOTA

TTY
7-1-1
W9-4517 7/21

WARD 3



Councilwoman Olivia Díaz



ward3@lasvegasnevada.gov



@OliviaDiazLV



@oliviadiazlv



oliviadiazlv



City Council
August 4, 2021

Las Vegas City Councilman Brian Knudsen - Ward 1 Events

August Brews with Brian

Next week, join Team Knudsen at Desert Wind Coffee Roasters to talk to us about neighborhood safety and more about the City of Las Vegas! Interested attendees can RSVP starting today at: ward1@lasvegasnevada.gov. See you then!

RSVP today: ward1@lasvegasnevada.gov.



**Brian
Knudsen**
COUNCILMAN • WARD 1

August 14, 9AM-10AM
Desert Wind Coffee Roasters
7772 W. Sahara Ave., Las
Vegas, NV 89117



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

Remembering Officer Micah David May



November 3, 1974

—

July 29, 2021



The Las Vegas City Council and

Councilwoman Michele Fiore

invite you to the



SPLASH Back -to- SCHOOL

Friday, Aug. 6 • 5-7 p.m.

Come out and enjoy food, raffles, games, music and community vendors before the school year starts!

Centennial Hills Community Center

YMCA Pool

6601 N. Buffalo Drive

TTY
7-1-1



cityoflasvegas
lasvegasnevada.gov
@lvward6

For more information, please contact the Ward 6 Council Office at 702.229.5463.

WS-4402-07-21

MISSING JUVENILE

Sent: 2021-07-27 @ 12:51

Case: 210700105067

Author: JH/NCS

NIC #

Last Name VENTURA

First Name JOSHUA

Nickname

Alias

Age 14

Gender MALE

Height 5'7

Weight 138

Eyes DARK BROWN

Hair DARK BROWN/ BLACK

Complexion

Race CAUCASIAN/HISPANIC

BirthDate

Last Contact 07/23/2021



Marks

CHILD WAS LAST SEEN IN THE AREA OF PECOS & BONANZA (LAS VEGAS, NV)

JOSHUA WAS LAST SEEN WEARING A BLACK SHIRT WITH BLACK SHOES AND BLACK BASKETBALL SHORTS.

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: 2021-08-03 @ 11:41

Case: 210700133293

Author: NCS/HD

NIC # M906363233

Last Name WILLIAMS

First Name SEVEN

Nickname

Alias

Age 15

Gender MALE

Height 5'6

Weight 200

Eyes BROWN

Hair BLACK

Complexion

Race

BirthDate

Last Contact 07/29/21



Marks

The Las Vegas Metropolitan Police Department Missing Persons Detail is asking for the public's assistance in locating SEVEN WILLIAMS. He might possibly be in severe emotional distress and in need of medical assistance.

SEVEN WILLIAMS was last seen on 07/29/2021 at approximately 2250 hours near the 9100 block of Hanging Tapestry Ct Las Vegas, Nevada.

He was last seen wearing BLACK sweatpants, no shirt.

All hospitals are asked to check their registries for the missing person and notify the police immediately. It should be noted that HIPAA permits disclosure upon request by law enforcement and is authorized pursuant to 45 C.F.R. section 164.512.

Anyone with information regarding SEVEN WILLIAMS and his whereabouts are strongly encouraged to contact the Las Vegas Metropolitan Police Department at (702) 828-3111, the M

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

Corridor of Hope



Homeless Success Stories





Councilwoman Michele Fiore



Email: ward6staff@lasvegasnevada.gov

Phone: 702-229-5463





City of Las Vegas
Councilwoman
Victoria Seaman
Ward 2
August 4th, 2021

SUMMERLIN



WARD 2





WARD 2





WARD 2





WARD
2



**TROOPER
MICAHA MAY**

End of Watch: July 29, 2021



**W
A
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2**

Animal Foundation Pet Adoptions



GUERO

ID # A1174428

Arrived: 8/1/2021

Female

Age: 8 Years

Weight: 15 lbs



**W
A
R
D
2**

Animal Foundation Pet Adoptions



SPARK

ID # A1177959

Arrived: 8/1/2021

MALE

Age: 1 Year

Weight: 50 lbs



**W
A
R
D
2**

Animal Foundation Pet Adoptions



CHIP

ID # A1176626

Arrived: 7/6/2021

Male

Age: 1 Year

Weight: 3 lbs



**W
A
R
D
2**

Animal Foundation Pet Adoptions



BUBBLES

ID # A1188379

Arrived: 7/27/2021

MALE

Age 1 Year

Weight: Large



**W
A
R
D
2**

Animal Foundation Pet Adoptions

Contact the Adoption Department

Phone: (702) 955-5901

Email: adoptions@animalfoundation.com



WARD 2

WARD 2 COUNCILWOMAN VICTORIA SEAMAN



DO YOU WANT TO GET THE WORD OUT ABOUT YOUR WARD 2 BUSINESS?

Be a part of our new Small Business Saturdays
and be featured on my social media channels.

CONTACT US AT
702.229.2420
WARD2@LASVEGASNEVADA.GOV





WARD 2



The Las Vegas City Council and Councilwoman Victoria Seaman invite you to a



Breakfast BUZZ

& Ward 2 Biz

Saturday, Aug. 7
9-10 a.m.



Egg Works | 2025 Village Center Circle

Event has a limit of 30 people.
Must RSVP at Ward2@LasVegasNevada.Gov

Join us for breakfast and to discuss the important issues in your neighborhoods, Ward 2 and the city of Las Vegas.

For more information, call 702.229.2420 or email Ward2@LasVegasNevada.GOV



[@cityoflasvegas](https://www.facebook.com/cityoflasvegas)
[lasvegasnevada.gov](https://www.instagram.com/lasvegasnevada)
[@VictoriaSeaman](https://www.youtube.com/user/cityoflasvegas)

TTY 7-1-1

Please no solicitations during this time.

WS-4457 7/21/22



**W
A
R
D
2**

Office Contact Information

Main Line: (702) 229-2420

Email: ward2@lasvegasnevada.gov

PLEASE FOLLOW US
ON SOCIAL MEDIA AT:



@VictoriaDSeaman



@VictoriaSeaman



Nevada Goldmines

Tonight



On The Job Training + Education
Career Pathway Options



A BRIGHT
FUTURE STARTS
HERE



STARTING SALARY
\$52K PLUS PER
YEAR



ON THE JOB TRAINING
AND EDUCATION
PATHWAY OPTIONS



GET OUT OF A JOB
AND INTO A CAREER



NO PRIOR EDUCATION OR EXPERIENCE REQUIRED!

Ward 5 Final Announcements



Computer Basis For Seniors

Strong Future Technology Training Center

Aug. 18
9 a. m 10 a.m.

330 W. Washington Ave
702-236-2114



CITY OF LAS VEGAS

COMPUTER BASICS FOR SENIORS



Wednesdays

July 7, 21 and Aug. 4, 18 | 9-10 a.m.
Strong Future Technology Training Center
330 W. Washington Ave.

Registration Required
Space is Limited. To reserve your seat, please call 702.236.2114

Learn basic computer skills in a friendly and welcoming classroom environment.
Include any specific computer skills lesson requests upon calling to register.

**CLASSES ARE FREE
AND OPEN TO THE PUBLIC.**



cityoflasvegas
lasvegasnevada.gov

TTY
7-1-1

10-422215

Ward 5 Final Announcements



THE LAS VEGAS CITY COUNCIL and

WARD 5

COUNCILMAN | CEDRIC CREAR



**Zion National Park
July 29**

**Doolittle Community
Center**

CORE Academy



Ward 5 Final Announcements





Email Tanya Jackson-Renter
tjackson@lasvegasnevada.gov

Office: 702.229-5443

Ward 5 Final Announcements



STAY CONNECTED

With Councilman Cedric Crear

Twitter: @cedriccrear
Instagram: Councilman Crear
Facebook: Councilman Cedric Crear





WARD 4 COUNCIL ANNOUNCEMENTS

Durango Hills Community Center
August 13, 2021
5:00-8:00pm



The Las Vegas City Council and
Mayor Pro Tem Stavros S. Anthony
invites you to the
ANNUAL WARD 4

BACK to School POOL PARTY

FRIDAY, AUG. 13, 2021 • 5-8 P.M.
FREE AND OPEN TO THE PUBLIC.
Live DJ, free swimming, community vendors, raffles, activities and more

**Free school supplies will be distributed while supplies last.
Food trucks will offer refreshments for sale*

**DURANGO HILLS
COMMUNITY CENTER/YMCA POOL**
3521 N. Durango Drive

TTY 711
Social distancing, masks and other safety precautions will be followed.
For more information, call 702.229.2524 or visit www.lasvegasnevada.gov/ward4.

W4-4487-07-23

*Students must be present to receive supplies