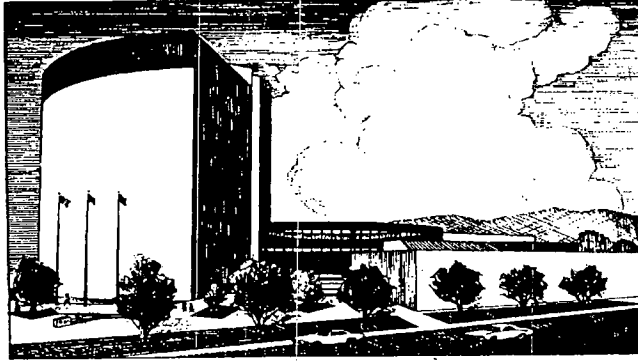




MINUTES

City of Las Vegas

CITY COUNCIL

COUNCIL CHAMBERS • 400 STEWART AVENUE • 229-6011 (VOICE) • 386-9108 (TDD)

FEBRUARY 22, 1999

INVOCATION:

PLEDGE OF ALLEGIANCE:

CITY COUNCIL

PRESENT

ABSENT

EXCUSED

MAYOR JAN LAVERTY JONES

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COUNCILMAN MICHAEL J. MCDONALD

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MAYOR PRO-TEM

COUNCILMAN ARNIE ADAMSEN

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COUNCILMAN GARY REESE

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COUNCILMAN LARRY BROWN

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VIRGINIA VALENTINE, CITY MANAGER

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BRAD JERBIC, CITY ATTORNEY

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JOHN REDLEIN, CHIEF CIVIL DEPUTY CITY
ATTORNEY, A.M. SESSION

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STEVE GEORGE, DEPUTY CITY ATTORNEY
P.M. SESSION

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BARBARA JO RONEMUS, CITY CLERK

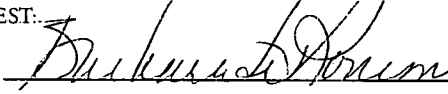
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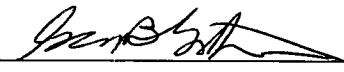
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APPROVED BY REFERENCE: MARCH 22, 1999

ATTEST:


CITY CLERK


MAYOR

AGENDA*City of Las Vegas*

CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE • PHONE 229-6011

CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.ci.las-vegas.nv.us>

JAN LAVERTY JONES, MAYOR • COUNCILMEN: ARNIE ADAMSEN, MICHAEL J. McDONALD, GARY REESE, LARRY BROWN

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

FEBRUARY 22, 1999**Morning Session begins at 10:00 a.m.****Afternoon Session begins at 2:00 p.m.**

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

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON CABLE CHANNEL 4. THE U.N.L.V. HANK GREENSPUN SCHOOL OF COMMUNICATION IS ALSO VIDEOTAPING THE PROCEEDINGS FOR REBROADCAST OF THE MEETING ON CABLE CHANNEL 4 THE MONDAY OF THE MEETING AT 8:00PM AND IS ALSO REBROADCAST ON SATURDAY AT NOON AND 7:00PM, AND THE FOLLOWING MONDAY AT 10:00AM

DUPLICATE AUDIO TAPES ARE AVAILABLE AT A COST OF \$5.00 PER TAPE AND DUPLICATE VIDEO TAPES ARE AVAILABLE AT A COST OF \$10.00 PER TAPE THROUGH THE CITY CLERK'S OFFICE.

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

I. CEREMONIAL MATTERS

- 10:00 A.M. - CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - INTERN PASTOR MARK TANIS, GOOD SAMARITAN LUTHERAN CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE MEMBERS OF THE HOMELESS ASSISTANCE TEAM (HAT) AND THE RECIPIENTS OF THIS YEAR'S COMPETITIVE CONTINUUM OF CARE SUPPORTIVE HOUSING PROGRAM GRANT PROCESS
- RECOGNITION OF THE "UNTOUCHABLES" SILVER STATE GIRLS SOCCER TEAM WHO WON THE CLASSIC GOLD DIVISION CHAMPIONSHIP FOR FALL OF 1998

II. BUSINESS ITEMS

1. Any items from the morning session that the Council, staff, and/or the applicant wishes to be stricken or held in abeyance to a future meeting, may be brought forward and acted upon at this time
2. Approval of the Final Minutes by reference of the Regular City Council Meeting of January 25, 1999

III. CONSENT AGENDA

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND ARE RECOMMENDED FOR APPROVAL BY THE DEPARTMENTS. THEY MAY BE ENACTED IN ONE MOTION; HOWEVER, ANY ITEM MAY BE DISCUSSED IF A COUNCIL MEMBER SO REQUESTS.

ADMINISTRATIVE - CONSENT

3. Approval of an Interlocal Agreement between the City of Las Vegas Office of Federal, State and Local Initiatives (FSLI) and the Nevada Department of Human Resources, Welfare Division, to have FSLI manage the child care training component of the State Welfare Division's Professional Development Center at 701 N. Rancho Drive
4. Endorse the "Memorandum of Understanding regarding the Southern Nevada Water Authority's Water Conservation/Efficiency Program" for 1999-2004

BUSINESS DEVELOPMENT - CONSENT

5. Approval of issuance to Tech Center Associates of a Partial Certificate of Completion of Construction and Development for certain real property situated in the Las Vegas Technology Center

CITY ATTORNEY - CONSENT

6. Approval of Clark County Regional Transportation Commission Supplemental No. 1 to Interlocal Contract No. 269a for the construction of roadway improvements for Russell Road between Eastern Avenue and Mountain Vista Street
7. Approval of Clark County Regional Transportation Commission Supplemental No. 1 to Interlocal Contract No. 276a for the construction of roadway improvements for Camino Al Norte between La Madre Way to Ann Road
8. Approval of Clark County Regional Transportation Commission Interlocal Contract No. 310 for the construction of roadway improvements for Craig Road between Decatur Boulevard and Commerce Street
9. Approval of Clark County Regional Transportation Commission Interlocal Contract No. 311 for the construction of roadway improvements for the 1998-1999 Traffic Capacity and Safety Improvement Projects

DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT

10. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
11. Notice of Intent to Augment the Fiscal Year 1999 Annual Budget of the General Fund (\$7.4 million)
12. Report of sale on delinquent parcels in Special Improvement Districts 404 and 707 (Summerlin Area)
13. Approval of agreement between the City of Las Vegas and Nevada Business Services for administrative services provided by the City of Las Vegas (Annual revenue of \$230,000)

CHILD CARE FACILITY APPLICATION (Approved by the Child Care Licensing Board on January 13, 1999)

FAMILY HOME - New

14. **ABEYANCE ITEM** - Kimberly Simpson, 905 Greenbank Street, 5 children days/1 before & after school

CHILD CARE FACILITY APPLICATION (Approved by the Child Care Licensing Board on February 10, 1999)

CHILD CARE CENTER - New

15. Household Playhouse, 10100 Banbury Cross Drive, 152 children days, On-Site Center/Nursery/Preschool Area Manager: Richard D. Garceau

SPECIAL EVENT LIQUOR LICENSE

16. Junior Mesquite Club, Location: Las Vegas Institute for Advanced Dental Studies, 9501 Hillwood Drive, Date: March 13, 1999, Type: Special Event General, Responsible Person in Charge: Lisa Haskell

LIQUOR - New

17. Package License, Thrifty Payless, Inc., dba Rite Aid #6240, 10 North Eastern Avenue, Charles R. Kibler, Pres, Frank M. Bergonzi, EVP, Elliot S. Gerson, Dir, SVP, Asst Secy, Joseph S. Speaker, VP, Treas, I. Lawrence Gelman, VP, Secy, James E. Krahulec, Dir, VP, Robert B. Strop, District Mgr, Subject to the provisions of the Health Department regulations

LIQUOR - Change of Ownership/Change of Business Name

18. Beer/Wine/Cooler On-Sale License, From: Vegas Eagle, Inc., dba Ginza Restaurant, Motoyuki Takita, Dir, Pres, and Kazue Takita, Dir, Secy, Treas, 100% jointly as husband and wife, To: Expert & Specialty, Incorporated, dba Ocean Forest, 1000 East Sahara Avenue, Suite C, Ken Suzuki, Dir, Pres, Secy, Treas, 100%

LIQUOR - Change of Location

19. Tavern License, Gary L. Weston, dba The Bank Club, From: 1930 Fremont Street, To: 2025 East Charleston Boulevard, Gary L. Weston, 100%, Subject to the provisions of the planning and fire codes and Health Department regulations

LIQUOR - Approval of Manager

20. Tavern License, The Badlands Golf Club, Inc., dba The Badlands Golf Club, 9119 Alta Drive, Leon M. Williams, Mgr

LIQUOR - Request to Allow Another Business on Premises

21. Ranch Liquors, Inc., dba Ukulele Lounge, 620 North Las Vegas Boulevard, Requests approval for Marc Edwin Thomas and Robert Steever, dba Boogaloo's Restaurant, Marc E. Thomas, 50%, Robert Steever, 50%

GAMING - New

22. Slot Operator Space Lease Location, Restricted Gaming: 15 slots, Cardivan Company, db at Rite Aid #6240, 10 North Eastern Avenue, Approved by the Nevada Gaming Commission on November 19, 1998

INDEPENDENT MASSAGE THERAPISTS - New

23. Roxann Hawthorne, dba Body and Soul Massage Therapy, 3425 East Russell Road, #141, Loretia R. Hawthorne, 100%
24. Jimmy L. Halsell, dba Jimmy L. Halsell, 2550 South Rainbow Boulevard, Suite E23, Jimmy L. Halsell, 100%
25. Debra Sill, dba Debra Sill, 8125 Redskin Circle, Debra J. Sill, 100%

INDEPENDENT MASSAGE THERAPIST - Change of Location

26. Sachie H. Ohia, dba Ohia Lotus Massage, From: 3742 East Tropicana Avenue, Suite 1, To: 5015 West Sahara Avenue, Suite 125, Sachie H. Ohia, 100%

SECONDHAND DEALER LICENSE - New

27. Class III-B, Aura N. Revolorio-Mejia, dba Industrial Pallets, 1400 Industrial Road, #D, Aura N. Revolorio-Mejia, 100%

SECONDHAND DEALER LICENSE - Change of Location

28. Class III-B, Hang & Quang, dba H & Q Recycled Stereos, From: 4251 West Sahara Avenue, Suite A, To: 2122 East Charleston Boulevard, Hoan C. Hang, 50%, Quan X. Quang, 50%, Subject to the provisions of the planning codes

DEPARTMENT OF GENERAL SERVICES - CONSENT**AWARD OF BIDS/REJECTIONS/RENEWALS/TERMINATIONS**

29. Rejection of bid and award of bid number 990043, 1999 combination sewer cleaner truck - Department of Public Works - Award recommended to: HAAKER EQUIPMENT CO. (\$235,520)
30. Award of bid number 990047, annual requirements contract for wood products - Department of General Services - Award recommended to: A.C. HOUSTON LUMBER CO. (\$100,000)
31. Rejection of bid and award of bid number 990036, annual requirements contract for medical supplies - Department of General Services - Award recommended to: VARIOUS SUPPLIERS (Estimated aggregate annual amount of \$100,000)
32. Request for assignment of annual requirements contract for graphic arts supplies from Bell Industries to Prime Source Corporation - Department of General Services - Award recommended to: PRIME SOURCE CORPORATION

PURCHASE ORDER APPROVALS/REVISIONS

- 33. Purchase order approval for the purchase of Microsoft premier support - Department of Information Technologies - Award recommended to: MICROSOFT CORPORATION (\$187,460)
- 34. Revision Number One to purchase order 202396, lease of system software for Unisys A12 and A6 computers - Department of Information Technologies - Award recommended to: UNISYS CORPORATION (Estimated amount \$186,863)
- 35. Revision Number One to purchase order 202925, annual contract for traffic masts & poles, various signal assemblies and replacement parts - Department of Public Works - Award recommended to: GRAYBAR ELECTRIC (\$120,693.52)
- 36. Revision Number One to purchase order 202441, annual requirements contract for fire protection clothing - Department of Fire Services - Award recommended to: FIRST IN, INC. (\$65,000)
- 37. Purchase order approval for the purchase of system software/application for the enterprise server - Department of Information Technology - Award recommended to: SYNCSORT, INC. (\$35,200)
- 38. Revision Number One to purchase order 201379, annual requirements contract with Department of Motor Vehicles to deny vehicle registration to owners with outstanding parking tickets - Department of General Services- Department of General Services - Award recommended to: STATE OF NEVADA, DEPARTMENT OF MOTOR VEHICLES (\$25,000)
- 39. Revision Number One to purchase order 200890, annual contract for fencing material - Department of Public Works - Award recommended to: TIBERTI FENCE CO (\$25,000)

DEPARTMENT OF HUMAN RESOURCES - CONSENT

- 40. Approval of the professional services agreement between the City of Las Vegas and Harrison C. Stanton, Ph.D., consultant, for employee suitability assessment for public safety positions
- 41. Approval of payment for a permanent partial disability award - claim #9606-01 as required under the workers' compensation statutes
- 42. Report of new hires - January 18 - February 2, 1999 - Corrections Officer (ER) (21), Detention & Enforcement; Support Desk Technician, Information Technologies; Sr Survey Technician, Public Works; Maintenance Worker I(X), Public Works

NEIGHBORHOOD SERVICES - CONSENT

- 43. Approval of Progress Report for the Vegas Heights Revitalization Project and the reprogram and realignment of HOME, CDBG and 15% Set Aside Funds
- 44. Approval of a professional services contract with HSA Architects in an amount not to exceed \$78,500 for work related to the facility expansion of Variety Day Home, 990 N. "D" Street
- 45. Approval of loan documents for a \$70,000 Community Development Block Grant Revolving Loan Fund Loan to Janis Carter dba On Time Productions, 1951 Stella Lake Street
- 46. Approval of an award not to exceed \$50,000 to Board of Regents, University and Community College System of Nevada, on behalf of the University of Nevada, Las Vegas for conducting a homeless demographic study

DEPARTMENT OF PUBLIC WORKS - CONSENT**ACCEPTANCE OF RIGHT OF WAY ITEMS****GRANT DEED**

- 47. From: MELVIN L. TURNER AND DARLA K. TURNER, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED ONE HALF INTEREST; AND FLOYD M. TURNER AS TO AN UNDIVIDED ONE HALF INTEREST; To: City of Las Vegas; For: Portion of the Southeast Quarter (SE ¼) of Section 24, T20S, R60E, M.D.M., for dedication of right of way for Fairhaven Street located north of Vegas Drive, west of Decatur Boulevard (1-22-99) 138-24-804-005

RIGHT OF WAY GRANTS FOR TRAFFIC PURPOSES

- 48. From: RAINBOW CHRISTIAN CHURCH; To: City of Las Vegas; For: Portion of the Southeast Quarter (SE ¼) of Section 11, T20S, R60E, M.D.M., for a 150 square foot traffic easement located at the southwest corner of Gowan Road and Jones Boulevard for the Gowan Road Improvements - U.S. 95 to Decatur Boulevard (1-20-99) 138-11-704-004

49. From: LAWRENCE A. LAPENTA, A SINGLE MAN; To: City of Las Vegas; For: Portion of the Southwest Quarter (SW ¼) of Section 12, T20S, R60E, M.D.M., for dedication of a 25 square foot traffic easement located at the southwest corner of Gowan Road and Rancho Drive for the Gowan Road Improvements - U.S. 95 to Decatur Boulevard (1-15-99) 138-12-301-003

DEDICATION

50. From: CITY OF LAS VEGAS, A MUNICIPAL CORPORATION; To: City of Las Vegas; For: Portions of the Southeast Quarter (SE ¼) of Section 25, T20S, R61E, M.D.M., for dedication of a 20' wide sewer easement near the Bonanza-Mojave Water Resource Center 139-25-802-005

DECLARATIONS OF UTILIZATION

51. From: BUREAU OF LAND MANAGEMENT; To: City of Las Vegas; For: Portions of the Northeast Quarter (NE ¼) of Section 7, T20S, R60E, M.D.M., for road, sewer and drainage purposes located on the north side of Foxcraft Avenue, west of Fort Apache Road 138-07-501-006
52. From: BUREAU OF LAND MANAGEMENT; To: City of Las Vegas; For: Portions of the Northeast Quarter (NE ¼) of Section 7, T20S, R60E, M.D.M., for a 20' easement for sewer purposes located south of Alexander Road and west of Fort Apache Road 138-07-501-006

ENCROACHMENT REQUESTS

53. Douglas Abell on behalf of FOURTH AND LEWIS L.C., owner (400 South Fourth Street - Sun Plaza); Applicant proposes to encroach into the public right of way on the west side of Fourth Street from Lewis Avenue to property line and on the south side of Lewis Avenue from Fourth Street to Third Street and also on the east side of Third Street from Lewis Avenue to property line, consisting of 20' tall palm trees, 48" box Ash trees, 20' tall Twin Trunk palm trees with a sprinkler system and lighting on Lewis Avenue and Third Street.
54. Pentacore Engineering on behalf of PECCOLE 1982 TRUST AND WILLIAM AND WANDA PECCOLE FAMILY, L.P., owner (northwest corner of Rampart Boulevard and Charleston Boulevard - Rampart Commons) Applicant proposes to encroach into the public right of way on the northwest corner of Rampart Boulevard and Charleston Boulevard, consisting of a meandering sidewalk, trees and shrubs of various types and heights with an irrigation system along Rampart Boulevard north from Charleston Boulevard for approximately 250 feet.
55. Scott Marshall of Architekton on behalf of KFC CORPORATION, A DELAWARE CORPORATION, leasee (412 North Eastern Avenue @ Cedar Avenue - KFC); Applicant proposes to encroach into the public right of way on the southeast corner of North Eastern Avenue and Cedar Avenue, consisting of landscaping which will include ground cover, small shrubs and an irrigation system along Cedar Avenue and one new tree at the corner of Cedar Avenue and North Eastern Avenue
56. Marnell Corrao Associates on behalf of GOLDEN NUGGET LAS VEGAS CORPORATION, owner (129 East Fremont Street - Golden Nugget Hotel and Casino); Applicant proposes to encroach into the public right of way on the south side of Carson Avenue west of First Street and on First Street south of the Fremont Street Experience cul-de-sac, consisting of two temporary office trailers on the south side Carson Avenue west of First Street and two 32-yard dumpsters on the east side of First Street south of the Fremont Street Experience cul-de-sac; this temporary encroachment is needed to proceed with the Golden Nugget staff dining room remodel

REQUEST TO CUT PAVEMENT

57. SOUTHWEST GAS CORPORATION (Deer Springs Way between Buffalo Drive and Tioga Way); Request to cut the pavement on Deer Springs Way from the intersection of Tioga Way continuing west to an existing 4" polyethylene main on the east half of Buffalo Drive; an eight-lot cul-de-sac to be named Rowena Circle is being developed on the southeast corner of Deer Springs Way and Buffalo Drive, and has requested natural gas service.

SEWER CONNECTIONS AND APPROVAL OF INTERLOCAL CONTRACTS WITH CLARK COUNTY SANITATION DISTRICT

58. JOHN AND LORINDA FOWLER, owners (un-addressed property on the 4200 block of Quadrel Street, North Hickam Avenue); Request to connect to one lot, approximately .06 acres with a proposed usage of a single family residence, to the City sewer from property located in Clark County on the west side of the 4200 block of Quadrel Street, north of Hickam Avenue; applicant proposes to connect to the existing 8" sewer main located in Quadrel Street; the City limit is located adjacent to this site.
59. CHRISTOPHER AND SANDRA PAYAN (un-named cul de sac south of Brooks Avenue, east of Maverick Street APN#134-14-602-006); Request to connect one lot approximately .05 acres with a proposed usage of a single family residence to the City sewer from property located in Clark County an un-named cul de sac south of Brooks Avenue, east of Maverick; the applicant proposes to connect to the existing 8" sewer main located in Brooks Avenue; City limit is adjacent to this site
60. BOARD OF TRUSTEES - CLARK COUNTY SCHOOL DISTRICT (Coran Lane, west of Simmons Street - Ollie Detweiler Elementary School); Request to connect one lot approximately 12.0 acres with a proposed usage of an elementary school to the City sewer from property located in Clark County on Coran Lane west of Simmons Street; applicant proposes to connect to an existing 8" sewer main located in the intersection of Coran Lane and Simmons Street; the City limit is adjacent to this site; the Planning Department has determined the proposed use of this parcel does not conform with the City's General Plan for the area; there is sufficient capacity in the City Sanitary Sewer.

REPORT/ACTION ITEMS

61. Approval of an interlocal cooperative agreement with the Nevada Department of Transportation for highway safety improvements (traffic intersection signalization)
62. Approval of a professional services agreement with Kennedy/Jenks for the design of flood control improvements for the Gowan Outfall - Lone Mountain Branch

IV. RESOLUTIONS - CONSENT

63. **R-9-99** - Approval of a resolution adopting a cooperative agreement between the cities of Henderson, North Las Vegas and Las Vegas, the Clark County Sanitation District and the Las Vegas Valley Water District to share the cost of an area wide water reuse study

* * * * * **END OF CONSENT AGENDA** * * * * *

DISCUSSION / ACTION ITEMS**ADMINISTRATIVE - DISCUSSION**

64. Discussion and possible approval of Departmental Reorganization in conjunction with the Strategic Plan
65. Discussion and possible action to ratify Mark R. Vincent as Acting Director of the Department of General Services
66. Discussion and possible approval of the Fiscal Year 1999-2000 Las Vegas Metropolitan Police Department Funding Apportionment Plan
67. Presentation on the Strategic Plan prepared by the Southern Nevada Strategic Planning Authority

CITY ATTORNEY - DISCUSSION

68. **ABEYANCE ITEM** - Appeal of work card denial: Benito Jaramillo, 1804 E. Fremont, #15, Las Vegas, NV 89101
69. Appeal of work card denial: John Anthony Mazon, 528 Croft Way, Las Vegas, Nevada 89110
70. Appeal of work card denial: Lyle Edward Staats, 1121 E. Star Meadow Drive, N. Las Vegas, Nevada 89030

DEPARTMENT OF FINANCE & BUSINESS SERVICES - DISCUSSION**LIQUOR - Three-Month Review**

71. **ABEYANCE ITEM** - Beer/Wine/Cooler Off-Sale License, Rageh Hashem, dba Food Fair Market, 632 H Street, Rageh H. Hashem, 100%

LIQUOR - Change of Ownership/Change of Business Name/Request For Temporary License

72. **ABEYANCE ITEM** - Tavern License, From: Camilo's Ballroom, Inc., dba Camilo's Ballroom, Camilo Corral, Dir, Pres, Secy, Treas, 100%, To: Ziegfelds', Inc., dba Ziegfelds', 2828 South Highland Drive, John A. Schoumaker, Dir, Pres, Secy, Treas, 100%, Subject to the provisions of the planning and fire codes

GAMING - New/Request For Temporary License

73. Restricted Gaming: 15 slots, Nevada Business Consortium, LLC, dba Winchester Tap, 2327 South Eastern Avenue, David R. Penczek, Mgr, Member, 38.10%, Floyd E. Schoonover, Member, 38.10%, James D. Euge, Member, 23.80%, Approved by the Nevada Gaming Commission on January 28, 1999

V. REPORTS FROM RECOMMENDING COMMITTEES

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

- 74. **Bill No. 99-3** – Annexation No. A-18-98(A); Property Located: North of Centennial Parkway, between Buffalo Drive and Tenaya Way; Petitioned by: Harmon/Koval Limited Liability Co., et al.; Acreage: Approximately 42.06 acres; Zoned: R-E (County Zoning) U (R) and U (DR) (City Equivalent). Sponsored by: Councilman Larry Brown
- 75. **Bill No. 99-5** – Annexation No. A-21-98(A); Property Located: On the north side of Florine Avenue, approximately 345 feet east of El Capitan Way; Petitioned by: American West Homes, Inc.; Acreage: Approximately 2.58 acres; Zoned: R-E (County Zoning) U (DR) (City Equivalent). Sponsored by: Councilman Larry Brown
- 76. **Bill No. 99-10** - Repeals LVMC Chapter 2.53, relating to eligibility for elective office. Sponsored by: Mayor Jan Lavery Jones

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. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

- 77. **Bill No. 98-80** – Amends the Master Plan of Streets and Highways to make numerous adjustments in right-of-way widths and classifications. Sponsored by: Councilman Larry Brown
- 78. **Bill No. 99-7** – Authorizes the charging of a \$10.00 administrative fee to cover the costs of filing and releasing notices of nonpayment of civil parking fines that have been filed with the Nevada Department of Motor Vehicles and Public Safety. Sponsored by: Councilman Arnie Adamsen

VI. REPORTS FROM REAL ESTATE COMMITTEE

- 79. Discussion and possible approval of a revocable rights-of-way agreement to Level 3 Communications, LLC for placement of fiber optic and related equipment in certain parts of the City
- 80. Discussion and possible action to authorize staff to apply for a fire station site land lease with the Bureau of Land Management for land located at the northwest corner of Hualapai Way and El Campo Grande Avenue
- 81. Discussion and possible action to authorize staff to apply for a fire station site land lease with the Bureau of Land Management for land located at the southwest corner of Hualapai Way and Grand Teton Drive
- 82. Discussion and possible action to authorize staff to apply for a fire station site land lease with the Bureau of Land Management for land located at the southwest corner of Kyle Canyon Road and Rufus Road
- 83. Discussion and possible action to authorize staff to apply for a fire training center site land lease with the Bureau of Land Management for land located at the southwest corner of Lone Mountain Road and Durango Drive
- 84. Discussion and possible action to approve a lease agreement between the City of Las Vegas and the Urban Chamber of Commerce for 1,600 square feet of retail space in the City owned portion of Nucleus Plaza, located at 1048 W. Owens Avenue
- 85. Discussion and possible action to approve an amendment to the disposition and development agreement between the City of Las Vegas and Tech Center Associates in the Las Vegas Technology Center

VII. BOARDS & COMMISSIONS

- 86. **ABEYANCE ITEM - HISTORIC PRESERVATION COMMISSION** - Chuck Baker - Term Expires - 3/6/99

VIII. NEW BILLS

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

- 87. **Bill No. 99-8** – Annexation No. A-26-98(A); Property Located: On the west side of Buffalo Drive between Elkhorn Road and Rome Boulevard; Petitioned by: City of Las Vegas and Clark County School District; Acreage: Approximately 111.56 acres; Zoned: R-E (County Zoning) U (PF and P/R/OS) (City Equivalents). Sponsored by: Councilman Larry Brown
- 88. **Bill No. 99-9** – Eliminates the Department of General Services

2:00 P.M. – AFTERNOON SESSION

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

PLANNING AND DEVELOPMENT DEPARTMENT

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

CONSENT AGENDA

P.M. SESSION - ALL ITEMS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND ARE RECOMMENDED FOR APPROVAL THEY MAY BE ENACTED BY ONE MOTION; HOWEVER, ANY ITEM MAY BE DISCUSSED IF A COUNCIL MEMBER SO REQUESTS.

REINSTATEMENT AND EXTENSION OF TIME

90. **ABEYANCE ITEM - Z-108-95(2) - DAN AND NANCY McCARTAN** - Request for a Reinstatement and Extension of Time on property located at 5232 Ricky Road for an approved office/training school, R-E (Residence Estates) and C-2 (General Commercial) Zones under Resolution of Intent to C-2 (General Commercial), Size: 0.7 Acres, Ward 4 (Brown), APN: 138-12-710-052

******* END OF CONSENT AGENDA *******

DISCUSSION/ACTION ITEMS

SITE DEVELOPMENT PLAN REVIEW RELATED TO Z-108-95(2)

91. **ABEYANCE ITEM - Z-108-95(3) - DAN AND NANCY McCARTAN** - Appeal filed by D. W. Strait Architecture & Planning from the Denial by the Planning Commission for a Site Development Plan Review on property located at 5232 Ricky Road FOR THE CONVERSION OF AN EXISTING 1,470 SQUARE FOOT SINGLE FAMILY DWELLING TO AN OFFICE, R-E (Residence Estates) and C-2 (General Commercial) Zones under Resolution of Intent to C-2 (General Commercial), Size: 0.82 Acres, Ward 4 (Brown), APN: 138-12-710-052.

SITE DEVELOPMENT PLAN REVIEW RELATED TO U-168-98, U-169-98 AND U-171-98

92. **Z-131-94(5) - HANK GORDON ON BEHALF OF LAURICH PROPERTIES, INC.** - Request for a Site Development Plan Review on property located on the south side of Washington Avenue, approximately 320 feet east of Buffalo Drive FOR A PROPOSED 135,712 SQUARE FOOT COMMERCIAL RETAIL CENTER, U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Size: 11.74 Acres, Ward 2 (Adamsen), APN's: 138-27-312-002 and 003.

SPECIAL USE PERMIT RELATED TO Z-131-94(5), U-169-98 AND U-171-98 - PUBLIC HEARING

93. **U-168-98 - HANK GORDON ON BEHALF OF LAURICH PROPERTIES, INC.** - Special Use Permit on property located on the south side of Washington Avenue, approximately 320 feet east of Buffalo Drive FOR PACKAGED LIQUOR SALES IN CONJUNCTION WITH A PROPOSED 106,512 SQUARE FOOT GENERAL RETAIL STORE (K-MART), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 2 (Adamsen), APN's: 138-27-312-002 and 003.

SPECIAL USE PERMIT RELATED TO Z-131-94(5), U-168-98 AND U-171-98 - PUBLIC HEARING

94. **U-169-98 - HANK GORDON ON BEHALF OF LAURICH PROPERTIES, INC.** - Request for a Special Use Permit on property located on the south side of Washington Avenue, approximately 320 feet east of Buffalo Drive FOR A MINOR AUTO REPAIR GARAGE IN CONJUNCTION WITH A PROPOSED 106,512 SQUARE FOOT GENERAL RETAIL STORE (K-MART), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 2 (Adamsen), APN's: 138-27-312-002 and 003.

SPECIAL USE PERMIT RELATED TO Z-131-94(5), U-168-98 AND U-169-98 - PUBLIC HEARING

95. **U-171-98 - HANK GORDON, ON BEHALF OF CAMCO, INC. DBA SUPERPAWN** - Request for a Special Use Permit on property located on the south side of Washington Avenue, approximately 230 feet east of Buffalo Drive, FOR A PAWN SHOP (SUPERPAWN) AND SECOND-HAND DEALER IN CONJUNCTION WITH A PROPOSED 135,172 SQUARE FOOT COMMERCIAL RETAIL CENTER, U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 2 (Adamsen), APN's: 138-27-312-002 and 003.

SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING

96. **Z-76-98(2) - CIMARRON SPRINGS LIMITED LIABILITY COMPANY ON BEHALF OF BIG SKY DEVELOPMENT, INC.** - Request for a Site Development Plan Review on property located on the south side of Deer Springs Way, approximately 1,282 feet east of Cimarron Road, FOR A PROPOSED 272 UNIT APARTMENT COMPLEX, TC (Towncenter) Zone, Size: 13.89 Acres, Ward 4 (Brown), APN: 125-21-701-006.

SITE DEVELOPMENT PLAN REVIEW RELATED TO Z-76-98(2) - PUBLIC HEARING

97. **Z-76-98(3) - CIMARRON SPRINGS, LIMITED LIABILITY COMPANY** - Request for a Site Development Plan Review on property located on the south side of Deer Springs Way, east of Sky Pointe Drive, FOR A PROPOSED 149,455 SQUARE FOOT COMMERCIAL RETAIL CENTER, TC (Town Center) Zone, Size: 15.2 Acres, Ward 4 (Brown), APN: 125-21-701-006.

AMENDMENT TO THE MASTER PLAN OF STREETS AND HIGHWAYS - PUBLIC HEARING

98. **MSH-9-98 - THE GATES, LIMITED LIABILITY COMPANY ON BEHALF OF SOUTHWEST COMMUNITIES** - Request to Amend the Master Plan of Streets and Highways to widen Decatur Boulevard to a 60 foot wide half street right-of-way from Centennial Parkway to Grand Teton Drive, Ward 4 (Brown).

REQUIRED FIVE YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING

99. **U-157-88(2) - HOWARD HUGHES PROPERTIES, INC. ON BEHALF OF DONREY OUTDOOR ADVERTISING COMPANY** - Appeal filed by Donrey Outdoor Advertising Company from the Denial by the Planning Commission for a Five Year Required Review on an approved Special Use Permit on property located on the east side of Decatur Boulevard approximately 400 feet and 700 feet south of Rancho Drive which allowed two 40 feet high, 12 foot x 24 foot off-premise advertising (billboard) signs, C-2 (General Commercial) Zone, Ward 4 (Brown), APN: 139-18-302-004.

SPECIAL USE PERMIT - PUBLIC HEARING

100. **ABEYANCE ITEM - U-148-98 - URBAN LAND OF NEVADA ON BEHALF OF JERRY E. HAMIKA** - Appeal filed by Kummer Kaempfer Bonner & Renshaw from the Denial by the Planning Commission for a Special Use Permit on property located at 400 West Sahara Avenue FOR THE OFF-PREMISE SALE OF BEER AND WINE IN CONJUNCTION WITH A PROPOSED 2,000 SQUARE FOOT CONVENIENCE STORE, C-1 (Limited Commercial) Zone, Ward 1 (McDonald), APN: 162-04-807-001.
101. **U-143-98 - GROFT'S SEARCH LIGHT ADVERTISING COMPANY, INC. ON BEHALF OF ODEH KHEIR** - Appeal filed by Kummer Kaempfer Bonner & Renshaw from the Denial by the Planning Commission for a Special Use Permit on property located at 1595 North Eastern Avenue FOR THE OFF-PREMISE SALE OF BEER AND WINE IN CONJUNCTION WITH AN APPROVED 2,919 SQUARE FOOT CONVENIENCE STORE; AND FOR A WAIVER OF THE 400 FOOT DISTANCE SEPARATION REQUIREMENT FROM A CHURCH, C-1 (Limited Commercial) Zone, Ward 3 (Reese), APN: 139-26-505-001.
102. **U-146-98 - CITY OF LAS VEGAS ON BEHALF OF S.V.D.P. MANAGEMENT, INC. DBA M.A.S.H. VILLAGE** - Request for a Special Use Permit on property located at 1559 North Main Street FOR A PROPOSED 66,692 SQUARE FOOT SHELTER FOR THE HOMELESS CAMPUS WITH LONG AND SHORT-TERM TRANSITIONAL HOUSING, ADMINISTRATIVE OFFICES, ANCILLARY CHILD CARE AND MEDICAL CLINIC FACILITIES IN CONJUNCTION WITH AN EXISTING 40,377 SQUARE FOOT TRANSITIONAL LIVING CENTER, Ward 3 (Reese), APN: 139-27-502-011.
103. **U-147-98 - BOB STUPAK ON BEHALF OF LINDA ZANIO** - Request for a Special Use Permit on property located at 2029 Paradise Road FOR A SECONDHAND DEALER (USED CLOTHING AND ACCESSORIES) IN AN EXISTING 1,650 SQUARE FOOT BUILDING, C-1 (Limited Commercial) Zone, Ward 3 (Reese), APN: 162-03-413-011.
104. **U-154-98 - RICHARD STURMAN ON BEHALF OF STEVE YONO** - Appeal filed by Richard Sturman on behalf of Steve Yono from the Denial by the Planning Commission for a Special Use Permit on property located at 611 Fremont Street FOR THE OFF-PREMISE SALE OF BEER AND WINE IN CONJUNCTION WITH AN EXISTING MARKET/DELI, C-2 (General Commercial) Zone, Ward 3 (Reese), APN: 139-34-611-019.
105. **U-156-98 - RICHARD AND DAWN SCHROEDER ON BEHALF OF CLIFFORD NICHOLAS JONES** - Appeal filed by Nick Jones from the Denial by the Planning Commission for a Special Use Permit and a Site Development Plan Review on property located at 3340 North Rainbow Boulevard FOR A PROPOSED 54,181 SQUARE FOOT CONVALESCENT CARE FACILITY, R-E (Residence Estates) Zone, Ward 4 (Brown), APN: 138-11-401-001.

106. **U-161-98 - LPT COMMERCIAL HOLDING, LIMITED LIABILITY COMPANY** - Request for a Special Use Permit on property located at 8450 West Sahara Avenue FOR A PROPOSED PAWNSHOP AND SECONDHAND SALES, U(Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 1 (McDonald), APN: 163-04-406-004.
107. **U-164-98 - ANER IGLESIAS 1997 TRUST, ET AL ON BEHALF OF KING RANCH MARKET** - Appeal filed by Kemp Communications, Inc. from the Denial by the Planning Commission for a Special Use Permit on property located at 840 North Decatur Boulevard FOR A 40 FOOT HIGH, 14 FOOT x 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN, C-1 (Limited Commercial) Zone, Ward 1 (McDonald), APN: 139-30-301-002.
108. **U-170-98 - CHARLESTON ASSOCIATES, LIMITED LIABILITY COMPANY** - Request for a Special Use Permit on property located on the east side of Rampart Boulevard, approximately 1,120 feet north of Charleston Boulevard FOR PACKAGED LIQUOR SALES IN CONJUNCTION WITH A PROPOSED 15,980 SQUARE FOOT DRUG STORE (LONG'S DRUG STORE), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 2 (Adamsen), APN: 138-32-412-001.

REZONING - PUBLIC HEARING

109. **ABEYANCE ITEM - Z-79-98 - BOTT 1983 TRUST** - Request for a Rezoning on property located on the south side of Tropical Parkway, approximately 220 feet east of Jones Boulevard, From: U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] To: R-PD3 (Residential Planned Development - 3 Units Per Acre), PROPOSED USE: 36 SINGLE FAMILY DWELLING SUBDIVISION, Size: 17.16 Acres, Ward 4 (Brown), APN's: 125-25-310-007 through 125-25-310-017 and 125-25-310-021 through 125-25-310-025.
110. **Z-96-98 - INTERNATIONAL SMELTING COMPANY AND WYKOFF-NEWBERG CORPORATION** - Request for a Rezoning on property located on the northeast corner of Farm Road and Cimarron Road From: U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] To: R-PD6 (Residential Planned Development - 6 Units Per Acre), PROPOSED USE: 239 SINGLE FAMILY RESIDENTIAL DWELLINGS, Size: 38.47 Acres, Ward 4 (Brown), APN's: 125-16-601-001 through 006, 125-16-602-001 through 005.
111. **Z-97-98 - M & C, LIMITED LIABILITY COMPANY** - Request for a Rezoning on property located at 5426 Vegas Drive and 1700 Shadow Mountain Place, From: P-R (Professional Office and Parking) To: O (Office), PROPOSED USE: A 3,200 SQUARE FOOT OFFICE BUILDING, Size: 0.48 Acres, Ward 4 (Brown), APN's: 138-24-403-027 and 138-24-403-030.

SPECIAL USE PERMIT RELATED TO Z-97-98 - PUBLIC HEARING

112. **U-166-98 - M & C, LIMITED LIABILITY COMPANY ON BEHALF OF TRANSITION SERVICES** - Request for a Special Use Permit on property located at 5426 Vegas Drive and 1700 Shadow Mountain Place FOR A SOCIAL SERVICE PROVIDER IN AN EXISTING 3,200 SQUARE FOOT OFFICE BUILDING, P-R (Professional Office and Parking) Zone PROPOSED USE: O (OFFICE), Ward 4 (Brown), APN: 138-24-403-027 and 138-24-403-030.

GENERAL PLAN AMENDMENT - PUBLIC HEARING

113. **GPA-49-98 - CITY OF LAS VEGAS** - Request to Amend the City of Las Vegas General Plan to add the PCD (Planned Community Development) land use category to the Southwest and Southeast Sectors, Wards 1 (McDonald), 2 (Adamsen), 3 (Reese), and 4 (Brown), APN's: Citywide/Multiple.

GENERAL PLAN AMENDMENT - PUBLIC HEARING

114. **GPA-47-98 - CITY OF LAS VEGAS** - Request to Amend a portion of the Southwest Sector of the General Plan on property located on the east side of Buffalo Drive, north of Smoke Ranch Road, From: SC (Service Commercial) To: LI/R (Light Industry/Research), Ward 4 (Brown), APN: 138-15-310-011.

REZONING RELATED TO GPA-47-98 - PUBLIC HEARING

115. **Z-87-98 - CITY OF LAS VEGAS** - Request for a Rezoning on property located on the east side of Buffalo Drive, north of Smoke Ranch Road, From: C-1 (Limited Commercial) To: C-PB (Planned Business Park), PROPOSED USE: EXPANSION OF THE LAS VEGAS TECHNOLOGY CENTER, Size: 71.75 Acres, Ward 4 (Brown), APN: 138-15-310-011.

VACATION RELATED TO GPA-47-98 AND Z-87-98 - PUBLIC HEARING

116. **VAC-52-98 - CITY OF LAS VEGAS** - Petition to vacate Peak Drive, east of Buffalo Drive, Ward 4 (Brown).

TIME CERTAIN - 4:00 P.M. - GENERAL PLAN AMENDMENT - PUBLIC HEARING

117. **ABEYANCE ITEM - GPA-45-98 - SAXTON, INC.** - Request to Amend a portion of the Southwest Sector of the General Plan on property located at the northeast corner of Michael Way and Madre Mesa Drive, From: L (Low Density Residential) and LI/R (Light Industry/Research) To: ML (Medium-Low Density Residential), Ward 4 (Brown), APN's: 138-13-701-001 and 138-13-701-034.

TIME CERTAIN - 4:00 P.M. - REZONING RELATED TO GPA-45-98 - PUBLIC HEARING

118. **ABEYANCE ITEM - Z-84-98 - SAXTON, INC.** - Request for Rezoning on property located at the northeast corner of Michael Way and Madre Mesa Drive, From: U (Undeveloped) Zone [L (Low Density Residential) and LI/R (Light Industry/Research) General Plan Designations] To: R-PD7 (Residential Planned Development - 7 Units per Acres), PROPOSED USE: 167 DWELLING SINGLE FAMILY SUBDIVISION, Size: 23.87 Acres, Ward 4 (Brown), APN's 138-13-701-001 and 138-13-701-034.

TIME CERTAIN - 4:00 P.M. - VACATION RELATED TO GPA-45-98 AND Z-84-98 - PUBLIC HEARING

119. **ABEYANCE ITEM - VAC-49-98 - SAXTON, INC.** - Petition to vacate portions of public rights-of-way generally located on the north side of Madre Mesa Drive, east of Michael Way, Ward 4 (Brown).

TIME CERTAIN - 4:30 P.M. - GENERAL PLAN AMENDMENT - PUBLIC HEARING

120. **ABEYANCE ITEM - GPA-50-98 - ZANKAN TRUST AND MADSEN FAMILY LIMITED PARTNERSHIP ON BEHALF OF THE HEALTHY FAMILIES PROJECT** - Request to amend a portion of the Southwest Sector of the General Plan on property located on the northwest corner of Smoke Ranch Road and Michael Way, From: ML (Medium-Low Density Residential) To: PF (Public Facility), Ward 4 (Brown), APN: 138-13-403-001.

TIME CERTAIN - 4:30 P.M. - REZONING RELATED TO GPA-50-98 - PUBLIC HEARING

121. **ABEYANCE ITEM - Z-94-98 - ZANKAN TRUST AND MADSEN FAMILY LIMITED PARTNERSHIP ON BEHALF OF THE HEALTHY FAMILIES PROJECT** - Request for a Rezoning on property located on the northwest corner of Smoke Ranch Road and Michael Way, From: R-E (Residence Estates) To: C-V (Civic), PROPOSED USE: SOCIAL SERVICE PROVIDER, Size: 2.50 Acres, Ward 4 (Brown), APN: 138-13-403-001.
122. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION AND BOARD OF ZONING ADJUSTMENT MEETINGS AND DANGEROUS BUILDINGS OR NUISANCE/LITTER ABATEMENTS.

X. ADDENDUM**XI. CITIZENS PARTICIPATION**

Items raised under this portion of the City Council Agenda cannot be deliberated or acted upon until the notice provisions of the Open Meeting Law have been met. If you wish to speak on a matter not listed on the agenda, please step up to the podium and clearly state your name and address. In consideration of others, avoid repetition, and limit your comments to no more than three (3) minutes. To ensure all persons equal opportunity to speak, each subject matter will be limited to ten (10) minutes.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

Downtown Transportation Center, City Clerk's Posting Board
Senior Citizen Center, 450 E. Bonanza Road
Clark County Government Center, 500 S. Grand Central Parkway
Court Clerk's Office Bulletin Board, City Hall Plaza
City Hall Plaza, Special Outside Posting Bulletin Board

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
 COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **16th** day of **February 1999**, a copy of NOTICE, the attached of which is a true and correct copy of the Public Hearing - re **City Council Meeting** to be held on the **22nd** day of **February, 1999**, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.



SIGNATURE

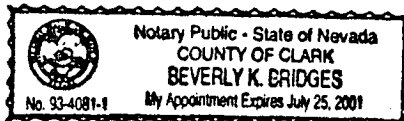
City Clerk

DEPARTMENT

Subscribed and sworn to before me
 this 16th day of February, 1999.



NOTARY PUBLIC in and for
 said County and State



(Posting required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) SS

COUNTY OF CLARK)

Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, depose

and say that on the 17th day of February 1999, at the hour of 8:00 A.M., there were posted copies

of a NOTICE, the attached of which is a true and correct copy of a

City Council Meeting to be held on the **22nd** day of February, 1999, at 10:00 A.M. in City Hall,

Council Chambers, 400 E. Stewart Avenue, Las Vegas, Nevada; to be posted on Public

Bulletin Boards at the following locations:

1.  On the City Clerk's Bulletin Board at the Downtown Transportation Center;

2. *CC* Senior Citizens Center, 450 E. Bonanza Road;

3. *gfe* On the Special Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (near the entrance to the Court Clerk's Office);

4.  On the Special Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (in the walkway area between Metro and Municipal Court).

5.  Clark County Government Center, 500 S. Grand Central Parkway (sent by fax to the County Manager's Office for posting).

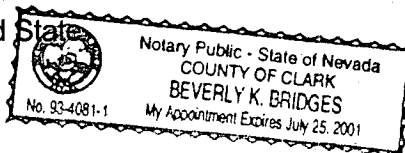
SIGNATURE

City Clerk

DEPARTMENT

Subscribed and sworn to before me
this 17th day of February, 1999.

NOTARY PUBLIC in and for said County and



CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

AGENDA & MINUTES

Page 1

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON CABLE CHANNEL 4. THE U.N.L.V. HANK GREENSPUN SCHOOL OF COMMUNICATION IS ALSO VIDEOTAPING THE PROCEEDINGS FOR REBROADCAST OF THE MEETING ON CABLE CHANNEL 4 THE MONDAY OF THE MEETING AT 8:00PM AND IS ALSO REBROADCAST ON SATURDAY AT NOON AND 7:00PM, AND THE FOLLOWING MONDAY AT 10:00AM

10:00 A.M. - CALL TO ORDERANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAWINVOCATION

INTERN PASTOR MARK TANIS
GOOD SAMARITAN LUTHERAN CHURCH

PLEDGE OF ALLEGIANCE

ANNOUNCEMENT MADE.

PRESENT: MAYOR JONES and COUNCILMEN McDONALD, ADAMSEN, REESE, and BROWN

Also Present: CITY MANAGER VIRGINIA VALENTINE, CITY ATTORNEY BRAD JERBIC, CHIEF CIVIL DEPUTY CITY ATTORNEY JOHN REDLEIN (A.M. Session), DEPUTY CITY ATTORNEY STEVE GEORGE (P.M. Session), CITY CLERK BARBARA JO RONEUMUS

ANNOUNCEMENT MADE - Meeting noticed and posted at the following locations:

Downtown Transportation Center, City Clerk's Board
Senior Citizens Center, 450 E. Bonanza Road
Clark County Government Center, 500 S. Grand Central Pkwy
Court Clerk's Bulletin Board, City Hall
City Hall Plaza, Posting Board

(10:21 10:22)

1-1

Invocation given by INTERN PASTOR MARK TANIS, Good Samaritan Lutheran Church.

(10:22 - 10:23)

1-14

MAYOR JONES led the audience in the Pledge.

(10:23)

1-53

CITY COUNCIL

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City of Las Vegas

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

I. CEREMONIAL

RECOGNITION OF THE MEMBERS OF THE HOMELESS ASSISTANCE TEAM (HAT) AND THE RECIPIENTS OF THIS YEAR'S COMPETITIVE CONTINUUM OF CARE SUPPORTIVE HOUSING PROGRAM GRANT PROCESS

MAYOR JONES introduced SHAWN BOLSTER of Neighborhood Services who was very instrumental in putting the team together and in writing the grant.

MS. BOLSTER stated the Homeless Assistance Team, also known as the HAT team, consists of a group of diverse citizens from Las Vegas. The Team was responsible in securing over \$11 million in Federal Supportive Housing Funds for the community in the past five years. The funds have been allocated to non-profits, such as Catholic Charities, Economic Opportunity Board, Salvation Army, M.A.S.H., Crisis Intervention Center, Women's Development Center, and Housing for Veterans.

She stated that as a member of the Neighborhood Services Department of the City of Las Vegas, she is very proud of her association with the HAT team and together they will continue to work towards helping homeless individuals and families obtain self-sufficiency.

MS. BOLSTER assisted MAYOR JONES in presenting each of the HAT team members with a certificate of achievement. MAYOR JONES stated that it takes a large number of people to provide services for the homeless as well as the ability to work together to assist people in getting back on the road to productive lives.

(10:23 - 10:29)

1-73

RECOGNITION OF THE "UNTOUCHABLES" SILVER STATE GIRLS SOCCER TEAM WHO WON THE CLASSIC GOLD DIVISION CHAMPIONSHIP FOR FALL OF 1998

COUNCILMAN McDONALD recognized the members of the Untouchables Soccer Team for their outstanding job not only on the soccer field, but also in reaching out to the community. They are shining examples of the City's youth. He noted that recently one of the Untouchables attended a City job fair and she seemed very interested in government.

COACH MIKE HOPE stated that since their last visit, the team has moved up two levels of competition and responded very well to the challenge by winning first place in both seasons. He thanked COUNCILMAN McDONALD for his sponsorship and for his genuine concern for the team members. On behalf of the team, he presented COUNCILMAN McDONALD with a team jersey. Each team member came forward.

CITY COUNCIL

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City of Las Vegas

AGENDA & MINUTES

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

I. CEREMONIAL

COUNCILMAN McDONALD presented COACH HOPE with a proclamation. He encouraged the team to keep up the good work and stated that he enjoyed the opportunity to brag about the team.

(10:29 - 10:33)

1-237

NOTE: A short recess was taken from 10:33 to 10:43 a.m. because UNLV was experiencing technical difficulties.

MAYOR JONES announced that LAWRENCE WEEKLY, COUNCILMAN REESE's Neighborhood Liaison, was recently honored as a Portraits of Pride recipient at the Channel 8 Black History month award ceremony. He was one of five recipients. Channel 8 stated that MR. WEEKLY helps the youth of the community through the development of Kappa League, a fraternity of 45 youth, teaching the skills they need to become future leaders.

MAYOR JONES and COUNCILMAN REESE congratulated and thanked MR. WEEKLY. COUNCILMAN REESE added that MR. WEEKLY represents the City Council and the citizens of Las Vegas very well.

(10:43 - 10:44)

1-444

CITY COUNCIL

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*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****II. BUSINESS ITEMS**

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

McDONALD - Motion to bring forward and STRIKE items 14 and 76 - UNANIMOUS

There was no discussion.

(10:44 - 10:45)

1-384

- 2 Approval of the Final Minutes by reference of the Regular City Council Meeting of January 25, 1999

McDONALD - APPROVED by Reference - UNANIMOUS

There was no discussion.

(10:45)

1-444

CITY COUNCIL

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FEBRUARY 22, 1999

City of Las Vegas

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

ADMINISTRATIVE - CONSENT

3

Approval of an Interlocal Agreement between the City of Las Vegas Office of Federal, State and Local Initiatives (FSLI) and the Nevada Department of Human Resources, Welfare Division, to have FSLI manage the child care training component of the State Welfare Division's Professional Development Center at 701 N. Rancho Drive

JONES - APPROVED - UNANIMOUS

SANDY TOLES, CLV Office of Federal, State, and Local Initiatives, requested approval of the grant in the amount of \$791,000. She indicated that through the assistance of Variety Day Care, women are being trained in child care. To date, 21 women have received training and are testing for national certification.

MAYOR JONES stated that child care is a key component in the success of the Welfare to Work program. Having women trained to be child care providers gives them an opportunity to earn a living and it also gives other mothers security in knowing that their children are being well taken care of by certified care providers. The State and the City have taken an aggressive role in making this effort a reality. She thanked the State Welfare Department and the Office of Federal, State, and Local Initiatives for pulling together to make it happen.

MIKE WILDEN, Deputy Administrator, Welfare Division, thanked the MAYOR and COUNCIL for providing the opportunity to expand the child care training program and to offer child care services on-site at the Welfare Division Training Center. This will benefit both the welfare recipients and the recipients who are receiving training. It is an excellent project.

(10:46 - 10:49)

1-467

4

Endorse the "Memorandum of Understanding regarding the Southern Nevada Water Authority's Water Conservation/Efficiency Program" for 1999-2004

JONES - APPROVED - UNANIMOUS

COUNCILMAN BROWN stated that last year the City took a leadership role in passing an ordinance regarding water conservation and turf limitations.

DAVID RIGGLEMAN, Conservation Manager, Southern Nevada Water Authority, applauded the City for being the lead agency in passing a water conservation ordinance. The other member entities of the Water Authority are in discussions about the turf limitation ordinance. The County is currently undergoing a large code rewrite, which involves rewriting several of the titles, and it is taking a little longer than anticipated. The Water Authority has also obtained a commitment from the City of Henderson that some time this year it will address the issue of water conservation and turf limitations.

CITY COUNCIL

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

ADMINISTRATIVE - CONSENT

Endorse the "Memorandum of Understanding regarding the Southern Nevada Water Authority's Water Conservation/Efficiency Program" for 1999-2004 - (Continued)

MR. RIGGLEMAN noted that while the other entities have not responded as quickly as the City of Las Vegas on the turf limitation ordinance, they have taken other measures to support water conservation.

During the 1998 summer months, the community achieved a conservation of 15 percent, which translates to approximately 10.5 billion gallons of water.

COUNCILMAN ADAMSEN interjected that the turf restrictions only apply to new housing. The Water District also has an incentive program for those homeowners who may voluntarily want to retrofit their existing lawns. MR. RIGGLEMAN added that the Water Authority will help pay for it in the form of a credit on the water bill. Residents would receive an initial credit of \$100 and further savings is based on performance.

THERESA O'DONNELL, Director, Planning & Development, indicated that the 25 percent turf limitation ordinance for commercial buildings has been in effect since August of 1998. Since its implementation, there have not been any complaints.

MAYOR JONES stressed that the other local entities have to recognize that unless everyone works together and participates in water conservation efforts, the community is going to experience serious problems as it approaches the new millennium.

There was no further discussion.

(10:49 - 10:55)

1-574

CITY COUNCIL

MEETING OF

AGENDA DOCUMENTATION**February 22, 1999**

TO:

City Council

FROM:

Sandy Blake Toles, Administrator
Office of FSLI

SUBJECT:

Approval of an Interlocal Agreement between the City of Las Vegas Office of Federal, State and Local Initiatives (FSLI) and the Nevada Dept. of Human Resources, Welfare Division, to have FSLI manage the child care training component of the State Welfare Division's Professional Development Center at 701 N. Rancho Drive.

PURPOSE/BACKGROUND

On May 11, 1998, City Council gave FSLI approval to receive a grant of \$703,000 from the Nevada State Welfare Division to manage and coordinate the child care training function of the Welfare Division's new Las Vegas Professional Development Center, and gave approval of a Memorandum of Understanding between FSLI and the State Welfare Division. This agenda item is to request approval of an Interlocal Agreement between FSLI and the State Welfare Division, which indicates an increase in funding to a total of \$791,293.93, to supersede the prior Memorandum of Understanding.

FISCAL IMPACT

None

RECOMMENDATIONS

Approval of an Interlocal Agreement between the City of Las Vegas Office of Federal, State and Local Initiatives (FSLI) and the Nevada Dept. of Human Resources, Welfare Division, to have FSLI manage the child care training component of the State Welfare Division's Professional Development Center.

Agenda Item**3**

ACTION TAKEN

not signed
as of 2/15/99
Date
AC

INTERLOCAL CONTRACT

A Contract between the State of Nevada
Acting by and through its

DEPARTMENT OF HUMAN RESOURCES, WELFARE DIVISION

(hereinafter referred to as Welfare Division)

and

CITY OF LAS VEGAS

(hereinafter referred to as the "City")

400 E. STEWART AVENUE, LAS VEGAS, NV 89101-2986

Address of Public Agency

WHEREAS, NRS 277.180 authorizes public agencies, as defined in NRS 277.100, to enter into interlocal contracts; and

WHEREAS, the Welfare Division and the City mutually desire to enter into an interlocal contract for the purposes set forth below; and

WHEREAS, it is deemed that entry into this interlocal contract is both necessary and desirable and in the best interests of the State of Nevada;

NOW THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. This contract shall not become effective until and unless approved in accordance with NRS 277.180.
2. This contract shall be effective from April 1, 1999 unless later approved in accordance with NRS 277.180, in which case it shall be effective upon approval, to June 30, 2000, unless sooner revoked by either party as set forth in paragraph (3). If the child care center within the Professional Development Center (PDC) is not ready for occupancy by April 1, 1999, this contract may be pro-rated on a monthly or even a weekly basis.
3. This contract may be revoked without cause by either party prior to the date set forth in paragraph (2), provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party. Upon the effective date of such revocation, any and all rights and obligations of each and both parties hereto shall be deemed at an end and canceled except as previously accrued or vested.

4. This contract may be terminated and canceled with cause by the Welfare Division with ten working days prior notice. Such termination will be effective on the tenth working day after the date of receipt of the termination notice indicating the reason for termination with cause. Cause for such termination includes but is not limited to breach of any of the terms or conditions set forth herein. Upon a breach of the terms or conditions, the Welfare Division shall provide to the City a notice of breach and to cure the breach within ten (10) working days of receipt of such notice. The failure of the City to cure such breach shall constitute a default and cause for termination.

5. The parties agree that the services or activities to be performed are as follows:

A. The Welfare Division Agrees To:

1. Complete modifications required by all licensing agencies to operate a child care center with an approximate capacity for sixty (60) children. The child care center will be located at 701 North Rancho, Las Vegas, NV 89106.
2. Provide a classroom within the Professional Development Center (PDC), located at the same address as the child care center, to train approximately twenty (20) students who are Temporary Assistance for Needy Families (TANF) clients in the arts of early childhood education and child care services.
3. Provide approximately two hundred (200) square feet in the main lobby of the PDC for the City's management and clerical staff partitioned into two (2) distinct areas. One (1) section shall house management and one (1) shall accommodate a reception area.
4. Develop and maintain an automated reservation and utilization informational database and the necessary computer hardware and software to operate the data system.
5. Develop referral and reservation protocols between Welfare Division and the City's Federal, State and Local Initiatives (FSLI) office for child care services.
6. Be responsible for the management of the child care center to include maintenance, janitorial, utilities, security and adequate parking for the City's staff.
7. Provide copy and fax machine services.
8. Prepay each month, the Welfare Division's published daily rate for center based - toddler group - child care using the Clark County bi-annual survey results, multiplied by the available capacity and less a facility credit of Four Thousand, Thirty-Eight Dollars and Forty-Eight Cents (\$4,035.48) per month.

9. Collaborate with FSLI to develop a recruitment and assessment process for TANF recipients interested in careers related to the child care services industry to include costs of background investigations, payment of national fees for certification, individual book, supply and material fees.
10. Provide technical and administrative support and training, when requested, to ensure federal block grant program and fiscal management compliance.
11. Reimburse the City for management and clerical support staff assigned operational oversight and reservation functions at the child care center.
12. Provide TANF client referrals who are eligible for the services at the child care center.

B. The City Through Its FSLI, Agrees To:

1. Provide management and operational oversight for the child care center, including the dedicated body, inside classroom and outside play areas reserved for the exclusive use and purposes of providing child care and attendant care practicum.
2. Provide evidence of the City's self insurance to Welfare Division.
3. Furnish, equip and supply the coaches, teachers, students and children in the three (3) age-divided classroom setting and playground areas with developmentally appropriate curriculum, learning materials, furniture, fixtures, first-aid kits, personal cleaning supplies and playground equipment.
4. Provide supplemental milk, fruit, juice and grains in accordance with generally accepted child care center licensing standards.
5. Provide all consumable, supplemental and educational supplies for teachers, coaches, attendants and children associated with the three (3) age-divided classrooms and outside play areas.
6. Supervise, monitor, instruct and recruit sufficient certified teachers to enable adequate children/teacher ratios in each age-divided classroom according to the federal Department of Health and Human Services 45 CFR part 98.15.
7. Submit required monthly reports to the Child Care Development Fund, program coordinator with utilization and performance information generated through the automated reservation and information database.
8. Evaluate the child care center operating performance using measurement indicators

established jointly by Welfare Division and the City.

9. Comply with the Single Audit Act of 1984 and OMB Circular A-133.
10. Provide a drug-free workplace as specified in federal Department of Health and Human Services 29 CFR part 98.
11. Comply with the requirements of the Civil Rights Act of 1964, Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of labor regulations 41 CFR part 60.

C. General Provisions and Conditions:

1. All parties hereby expressly acknowledge the imminence of potential changes in regulations and statutes applicable to this Interlocal Contract and expressly agree to renegotiate this Interlocal Contract as necessary to comply with such change.
2. Any alterations, variations, modifications or waiver of provisions of this Interlocal Contract shall be writing, duly signed and attached.

D. Child Care Facility Management:

1. The PDC will operate on an extended hour basis. During the weekdays, the PDC will be open from 7:00 am until 9:00 pm and on Saturday the facility will be open from 7:00 am until 5:00 pm. This schedule equates to 80 hours of operation; therefore, two Full Time Equivalents (FTEs) in the clerical series will be required to ensure full coverage. These two FTEs will be responsible for clerical activities as well as checking in and out all children and maintaining a log reflecting who checked the children in and out and when the children received child care services. This reservation system and services rendered log may be automated but must be used to track client utilization of child care.
2. Supervisory and administrative coverage is expected to be provided by the City with staff in the management analyst series during the hours of operation. One Management Analyst I and some portion of a Senior Management Analyst to coordinate administrative functions of the child care facility with the Welfare Division Program Manager are acceptable.
3. An administrative overhead rate of 10% of salary and benefits is acceptable to the Welfare Division and allowable under federal guidelines.

- a. Based upon the above, the following administrative costs would be acceptable:
- | | |
|------------------------------------|---------------------|
| Senior Management Analyst @ 25% = | \$ 19,941.57 |
| Management Analyst I @ 90% = | \$ 56,315.25 |
| 2 Clerical staff @100% = | <u>\$ 66,744.00</u> |
| Total | \$143,000.82 |
| Admin. Overhead & Benefits @ 10% = | <u>\$ 14,300.08</u> |
| Grand Total | \$157,300.90 |

- b. This initial contract will be in effect for 15 months and will be carried into two state fiscal years (SFYs). As a result, the following administrative breakdown will be effective:

SFY 1999 (April 1-June 30, 1999)=	\$ 157,300.90 x 25% =	\$ 39,325.23
SFY 2000 (July 1, 1999-June 30, 2000)=		<u>\$157,300.90</u>
Total Administrative Allowance		\$196,626.13

E. Child Care Facility Operation:

1. The services provided at the PDC child care facility are intended for the sole use of the cash assistance clients attending employment and training class at the PDC. Based on estimates of square footage available for the child care facility, up to sixty children can be accommodated in the three rooms reserved strictly for child care.
2. The current maximum center based daily rate for toddlers in Clark County is \$28.00. The Division proposes to reserve all 60 potential slots for the entire length of the contract. This rate would provide a flat fee of \$1,680/day for each day the City operates the licensed child care center at the PDC. The daily rate includes all inclusive child care services and training components. The certified training for cash assistance clients interested in participating in the Early Childhood Education program, independent child care provider training or the Head Start training must remain an integral part of the operation. The teachers engaged in the child care center must also act as mentors and job coaches during formal instruction time and practicum sessions.
3. As an offset to the daily fee, the Welfare Division proposes a credit against billings for the "no cost" use of the facility. Using a per square foot cost allocation on the portion under consideration, a monthly offset to the daily rate charges would equal \$4,035.48. The formula used to determine this monthly credit against billings reflects the actual cost per square foot for certain periods as follows:

April through June, 1999 = $\$1.28 \times 3,318.653 \text{ sq. ft.} = \$4,247.88 \times 3 = \$12,743.64$
 July through Dec., 1999 = $\$1.18 \times 3,318.653 \text{ sq. ft.} = \$3,916.01 \times 6 = \$23,496.06$
 Jan. through June, 2000 = $\$1.22 \times 3,318.653 \text{ sq. ft.} = \$4,048.76 \times 6 = \underline{\$24,292.56}$
 Total \$ 60,532.26

$\$60,532.26 - 15 \text{ months} = \$4,035.48$

- a. As an example of a billing month with 26 days of child care services, the net amount due from operations would be \$43,680 (26 days x \$28.00 per toddler daily rate x 60 slots) less the \$4,035.48 facility credit, or \$39,644.52. Using 302 billable days less 12 months of facility credit, the annualized net charges to the Welfare Division provides \$475,737.24 in revenue to the City. These funds can be applied to offset child care facility operations and training expenses. This methodology provides the most equitable payment structure coupled with the simplest accounting process without itemizing expenditures. This revenue stream would pass to the City from the Child Care & Development Fund (CCDF). Net billings must be prepaid by City and submitted within 15 days after the last day of each month.

$\$39,644.52 \times 3 \text{ months} = \$118,933.56$
 $\$39,644.52 \times 12 \text{ months} = \underline{\$475,734.24}$
 Total \$594,667.80

Total Program: \$594,667.80
 Total Administration: \$196,626.13
 Total \$791,293.93

6. The parties agree that payment for the services described in paragraph (5) shall be as follows:

a. The Welfare Division will provide to the City a maximum of \$791,293.93 - Seven Hundred and Ninety-One Thousand, Two Hundred and Ninety-Three Dollars and Ninety-Three Cents from the Child Care & Development Fund for the provision of child care and child care training, for the period of the entire agreement.

b. All requests for funds must be for a period of one month. The Welfare Division will process all requests on a timely basis but at least two weeks must be allowed for processing requests for funds. Each request for funds must be on the form provided by the Welfare Division and include the number of children served in the previous month and any other pertinent data that the Welfare Division may require.

c. As a condition to the receipt of any CCDF monies, the City agrees that pursuant to the Pro-Children Act of 1994, Public Law 103-227, Part C - Environmental Tobacco Smoke, it

shall be required to insure and indemnify that no smoking shall be permitted in any portion of any non-residence indoor facility or leased or contracted by the City which portion is also used routinely or regularly for the provision of health, day care, education, or library services to children under 18 years of age. All subcontracts shall provide for the same.

7. All payments under this agreement are contingent upon the availability to the Welfare Division of the necessary funds from the United States and the Nevada Legislature. In the event that sufficient funds, as determined by the Welfare Division, are not available for any reason, the Welfare Division shall not be obligated to make any payments to the City under this contract. This provision shall be construed as a condition precedent to the Division's obligation to make any payments under the contract. Nothing in this contract shall be construed to provide the public agency with a right of payment over any other entity. If any payments which are otherwise due to the City under this contract are deferred because of the unavailability of sufficient funds, such payments will promptly be made to the City if sufficient funds later become available.

8. The parties agree that all services rendered under this contract shall be provided in compliance with the Federal Civil Rights Act of 1964, and the Americans with Disabilities Act, as amended, and no person shall be unlawfully denied service on the grounds of age, race, creed, color, sex, national origin or handicap.

9. The books, records, documents, financial statements and accounting procedures and practices of the City or any subcontractor relevant to this contract shall be subject to inspection, examination and audit by the State, the Attorney General of Nevada or the State Legislative Auditor, the Comptroller General of the United States or any authorized representative of those entities.

10. Any books, reports, studies, photographs, negatives or other documents, data or drawings prepared by or supplied to the City in the performance of its obligations under this contract shall be the exclusive property of the Welfare Division and all such materials shall be remitted and delivered, at the City's expense by the City to the Welfare Division upon completion, termination or cancellation of this contract if requested by the Welfare Division at any time within the appropriate records retention period. The City shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of the City's obligations under this agreement without the prior written consent of the Welfare Division.

11. If applicable, the City must expend and account for grant funds in accordance with applicable federal regulations. Fiscal control and accounting procedures must be sufficient to:

a. Permit preparation of reports required by the Welfare Division and the federal regulations authorizing the grant;

b. Permit the tracing of funds to a level of expenditure adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of the applicable

agreement or regulatory requirements and statutes;

c. Provide information pertaining to authorizations, obligations, assets, liabilities, outlays or expenditures and income; and

d. Assure effective control and accountability for cash, real property and other assets. The City must assure property is used solely for authorized purposes.

12. The City shall comply with all applicable local, state and federal laws in carrying out the obligations of this contract, including all federal and state accounting procedures and requirements.

13. The City shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the Welfare Division.

14. The City, to the extent authorized by law, agrees to indemnify and save and hold the State, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by the City or City's agents or employees. The Welfare Division, to the extent authorized by law, agrees to indemnify and save and hold the City, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by the Welfare Division or the Welfare Division's agents or employees.

15. This contract shall be construed and interpreted according to the laws of the State of Nevada.

16. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties.

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


Signature _____ Date _____

Jan Laverty Jones

Mayor

City of Las Vegas

Title


Signature _____ Date _____

Barbara Jo Ronemus

City Clerk

City of Las Vegas

Title

Signature _____ Date _____

Myla Florence, Administrator

Welfare Division

Title

Mark Roberts, ASO IV
Director's Office
Department of Human Resources

Signature

Date

Title

Approved as to form by:

J. P. Bello 2/10/99
Deputy City Attorney Date

Approved as to form by:

Frankie Sue Del Papa, Attorney General

Cynthia Pappalardo 2/5/99
Deputy Attorney General Date

*City of Las Vegas*CITY COUNCIL MINUTES
MEETING OF
FEBRUARY 22, 1999

AGENDA DOCUMENTATION

TO: THE CITY COUNCIL	FROM: CITY MANAGER'S OFFICE

SUBJECT: Endorse the "Memorandum Of Understanding Regarding The Southern Nevada Water Authority's Water Conservation/Efficiency Program" for 1999-2004

PURPOSE

The purposes of this Memorandum of Understanding (MOU) are to:

1. Define the water conservation/efficiency measures the SNWA Member Agencies agree to implement in accordance with the Bureau of Reclamation's Criteria for Water Conservation Plans.
2. Expedite the adoption of these measures by providing a timeline and criteria for implementation.

FISCAL IMPACT

None

RECOMMENDATION

It is the recommendation of staff that the Council endorsed this MOU

Agenda Item

4

**MEMORANDUM OF UNDERSTANDING REGARDING
THE SOUTHERN NEVADA WATER AUTHORITY'S
WATER CONSERVATION/EFFICIENCY PROGRAMS**

1999 - 2004

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SECTION 1 - DEFINITIONS

- **Best Management Practices** - A Best Management Practice (BMP) means a policy, program, practice, rule, regulation, ordinance, or the use of devices, equipment or facilities which meets either of the following criteria:
 - a. An established and generally accepted practice among water suppliers that results in more efficient use or conservation of water.
 - b. A practice for which sufficient data is available from existing water conservation projects to indicate that: significant conservation, or conservation related benefits can be achieved; the practice is technically and economically reasonable, and not environmentally or socially unacceptable; and the practice is reasonable for most water suppliers to carry out.
- **Consumptive Use** - Nevada's apportionment of 300,000 acre-feet per year of Colorado River water is a "consumptive use" apportionment. This means that Nevada's net use of Colorado River water cannot exceed 300,000 acre-feet per year. Written as a formula, the relationship is:

$$\text{Diversions} - \text{Return Flows} = \text{Consumptive Use}$$

- **Implementation** - Achieving and maintaining the staffing, funding, and the priority levels necessary to attain the level of activity called for in the 12 BMPs, and to satisfy the commitment by the Southern Nevada Water Authority Member Agencies to use good faith efforts to optimize savings from implementing the 12 BMPs contained within this Memorandum of Understanding.
- **Purveyor** - An agency engaged in the retail delivery of potable water.
- **Return Flows** - Flows, such as treated wastewater, which are returned to the Colorado River and are again available for diversion pursuant to Nevada's consumptive use allocation of Colorado River water.
- **Southern Nevada Water Authority (SNWA)** - The SNWA was formed under Chapter 277 of the Nevada Revised Statutes in 1991 to seek new water sources for Southern Nevada, and to manage existing and future water resources effectively. The SNWA Member Agencies are: Big Bend Water District, the Cities of: Boulder City, Henderson, Las Vegas, and North Las Vegas, the Clark County Sanitation District, and the Las Vegas Valley Water District (LVVWD).

SECTION 2 - STATEMENT OF PURPOSE

The purposes of this Memorandum of Understanding (MOU) are to:

- a) Define the water conservation/efficiency measures the SNWA Member Agencies agree to implement in accordance with the Bureau of Reclamation's Criteria for Water Conservation Plans.
- b) Expedite the adoption of these measures by providing a timeline and criteria for implementation.

Southern Nevada, with an average annual rainfall of just 4 inches, is one of the most arid regions in the United States. It is also home to some of the fastest growing communities in the nation. Water in this arid desert community is a limited and precious resource. Southern Nevada's current available water resources are limited to a consumptive use allocation from the Colorado River of 300,000 acre-feet per year (afy), 46,437 afy in groundwater rights, and 21,800 afy in reclaimed water use. A reliable water supply, now and in the future, is essential to maintain the economic prosperity and quality of life Southern Nevada residents enjoy. A responsible water conservation/efficiency strategy is one of the solutions needed to ensure Southern Nevada has adequate water resources to meet future demands.

Expanding wastewater reuse is not addressed in this MOU because the delivery of water to the Las Vegas Valley, and the subsequent return of treated wastewater to Lake Mead, constitutes a very efficient reuse system. This is because the return flow credits allow diversions in excess of 300,000 afy to occur so long as Southern Nevada's consumptive use of Colorado River water does not exceed 300,000 afy. In a few years, the generation of return flow credits will be critical for the Southern Nevada Water Authority to be able to make deliveries to the Member Agencies. Thus, the maximum amount of effluent reuse is specified in the SNWA cooperative agreement.

SECTION 3 - GENERAL PROVISIONS

- **Initial Term of the Memorandum of Understanding** - The initial term of this MOU shall be for a period of one year. This initial term shall commence upon approval of the Southern Nevada Water Authority Board of Directors.
- **Renewal of MOU** - This MOU shall be automatically renewed after the initial term of one year on an annual basis unless one or more of the SNWA Member Agencies provide the SNWA Board of Directors with a written notice (at least 30 days prior to the renewal date) of an intent to withdraw from or change the MOU.
- **Legal Authority** - The content within this MOU is not intended to expand the existing authority of the SNWA Member Agencies.
- **Non-Contractual Agreement** - This MOU is intended to embody general principles agreed upon between and among the SNWA Member Agencies and is not intended to create contractual relationships, rights, obligations, duties or remedies in a court of law between or among the SNWA Member Agencies.
- **Modifications** - The SNWA Member Agencies agree that this document constitutes the entire understanding between and among the agencies. Any modifications to this MOU must be approved unanimously by the SNWA Board of Directors.

SECTION 4 - BEST MANAGEMENT PRACTICES

1. Water Measurement and Accounting Systems

All water conveyed through a Purveyor's distribution system, and delivered to the Purveyor's customers shall be metered and/or accounted for.

2. Incentive Pricing and Billing

Each Purveyor shall develop and implement a rate structure that provides an incentive for the efficient use and management of water.

3. Water Conservation/Efficiency Coordinator

Each Member Agency shall designate a Water Conservation/Efficiency Coordinator responsible for facilitating implementation of the BMPs.

4. Information/Education Program

Each Member Agency shall support and promote information/education programs and materials for all customers. The programs shall include, but not be limited to lectures, workshops, speaker's bureau, informational literature, display booths and youth education.

5. Distribution System Audit Program

A. At least once every five years, each Purveyor shall monitor unaccounted for water and determine if a distribution system audit is cost-effective. If an audit is conducted, it shall be conducted using methodology such as that described in the American Water Works Association's "Manual of Water Supply Practices, Water Audits and Leak Detection." Distribution system leak detection and repair should be carried out whenever the audit reveals that it would be cost-effective.

B. Each Purveyor shall also implement a program to advise customers whenever the possibility of a leak is detected on the customer's side of the meter.

Section 4 - Best Management Practices (continued)

6. Customer Audit/Incentive Program

- A. Each Purveyor shall support and promote interior and exterior water audits for single-family residential, multi-family residential and government/institutional customers. The program should be proactive and target the largest water users in each group, but also be available to all customers within the respective groups.
- B. Each Purveyor shall support and promote incentive programs to encourage customers to perform plumbing and/or landscaping retrofits that were identified as cost-effective measures in the audit.

7. Commercial and Industrial Audit/Incentive Program

- A. Each Purveyor shall support and promote a program to perform interior and exterior water audits for commercial and industrial customers. The program should be proactive and target the largest water users, but also be available to all commercial and industrial customers. A Purveyor may also choose to assist various industries in developing their own interior and exterior water audit programs.
- B. Each Purveyor shall support and promote incentive programs to encourage customers to perform plumbing and/or landscaping retrofits that were identified as cost-effective measures in the audit.

8. Landscape Audit Programs

Each Purveyor shall support and promote a landscape irrigation audit program for large irrigation customers to maximize water efficiency.

9. Landscape Ordinances

Each Member Agency shall support the coordinated development and adoption of ordinances, restrictions, or guidelines to require the use of water-saving technologies and methods in the design and installation of new landscaping to maximize water efficiency.

Section 4 - Best Management Practices (continued)**10. Landscape Retrofit Incentive Program**

Each Purveyor shall support a program to encourage an existing property to upgrade or retrofit the landscaping or irrigation system to maximize water efficiency.

11. Wastewater Management/Recycling Program

Continue to manage wastewater resources as agreed upon in the SNWA Cooperative Agreement and the SNWA Water Budget.

12. Fixture Replacement Programs

Each Purveyor shall support and promote a program to replace high water use toilets and showerheads with low flow models in existing buildings to maximize water efficiency.

13. Plumbing Regulation

Each Member Agency shall support the development and implementation of codes/ordinances that require the use of ultra-low-flow plumbing fixtures in all new construction, and in any refurbishment of an existing building as stated in NRS - 278.582

14. Water Shortage Contingency Plan

Each Purveyor shall develop a coordinated, interlocal water shortage contingency plan that outlines policies and procedures for system operation and allocation during water supply shortages.

SECTION 5 - IMPLEMENTATION SCHEDULES

1. Current Practices

- Incentive Pricing & Billing
- Information/Education Program
- Plumbing Regulations
- Wastewater Management/Recycling Program
- Water Conservation/Efficiency Coordinator
- Water Measurement & Accounting System
- Water Shortage Contingency Plan
- Landscape Audit Programs
- Landscape Ordinances
- Landscape Retrofit Incentive Program
- Commercial & Industrial Audit/Incentive Program
- Customer Audit/Incentive Programs
- Distribution System Audit Program
- Fixture Replacement Programs

2. Practices to Expand/Enhance Within 5 Years *

- Information/Education Program
- Landscape Ordinances
- Landscape Retrofit Incentive Program
- Commercial & Industrial Audit/Incentive Program
- Customer Audit/Incentive Programs
- Fixture Replacement Programs

* The expansion/enhancement of these 6 BMP'S will be reviewed by each Southern Nevada Water Authority Agency on an annual basis. Specific implementation schedules will be developed by each of the Member Agencies as appropriate for customers within their service areas.

CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

AGENDA & MINUTES

Page 7

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

BUSINESS DEVELOPMENT - CONSENT

5

Approval of issuance to Tech Center Associates of a Partial Certificate of Completion of Construction and Development for certain real property situated in the Las Vegas Technology Center

McDONALD - Motion to APPROVE:**Items 5 through 13****Items 15 through 42****Items 44 through 63****- carried UNANIMOUSLY**

Items 3 and 4: **APPROVED** under separate action
(see individual items)

Item 14: **STRICKEN** under separate action
(see individual item)

Item 43: **APPROVED** under separate action
(see individual item)

There was no related discussion.

(10:45 - 10:46)

1-452

AGENDA DOCUMENTATION

MEETING OF

February 22, 1999

TO:

City Council

FROM:

JEFF MARESH, DIRECTOR
OFFICE OF BUSINESS DEVELOPMENT

SUBJECT:

APPROVAL OF ISSUANCE TO TECH CENTER ASSOCIATES OF A PARTIAL CERTIFICATE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT FOR CERTAIN REAL PROPERTY SITUATED IN THE LAS VEGAS TECHNOLOGY CENTER

PURPOSE/BACKGROUND

The Disposition and Development Agreement (DDA) between the City of Las Vegas and Tech Center Associates requires the issuance of a Partial Certificate of Completion of Construction and Development upon the satisfactory completion of construction required by the DDA. The area designated on the attached map represent the completion of infrastructure and building of the LaQuinta Inn site to the satisfaction of Office of Business Development staff. The development of Las Vegas Technology Center land by Tech Center Associates is on schedule and has contributed significantly to the City's economic development efforts.

The attached Partial Certificate of Completion of Construction and Development is for the acreage of land designated on the attached map.

FISCAL IMPACT

None

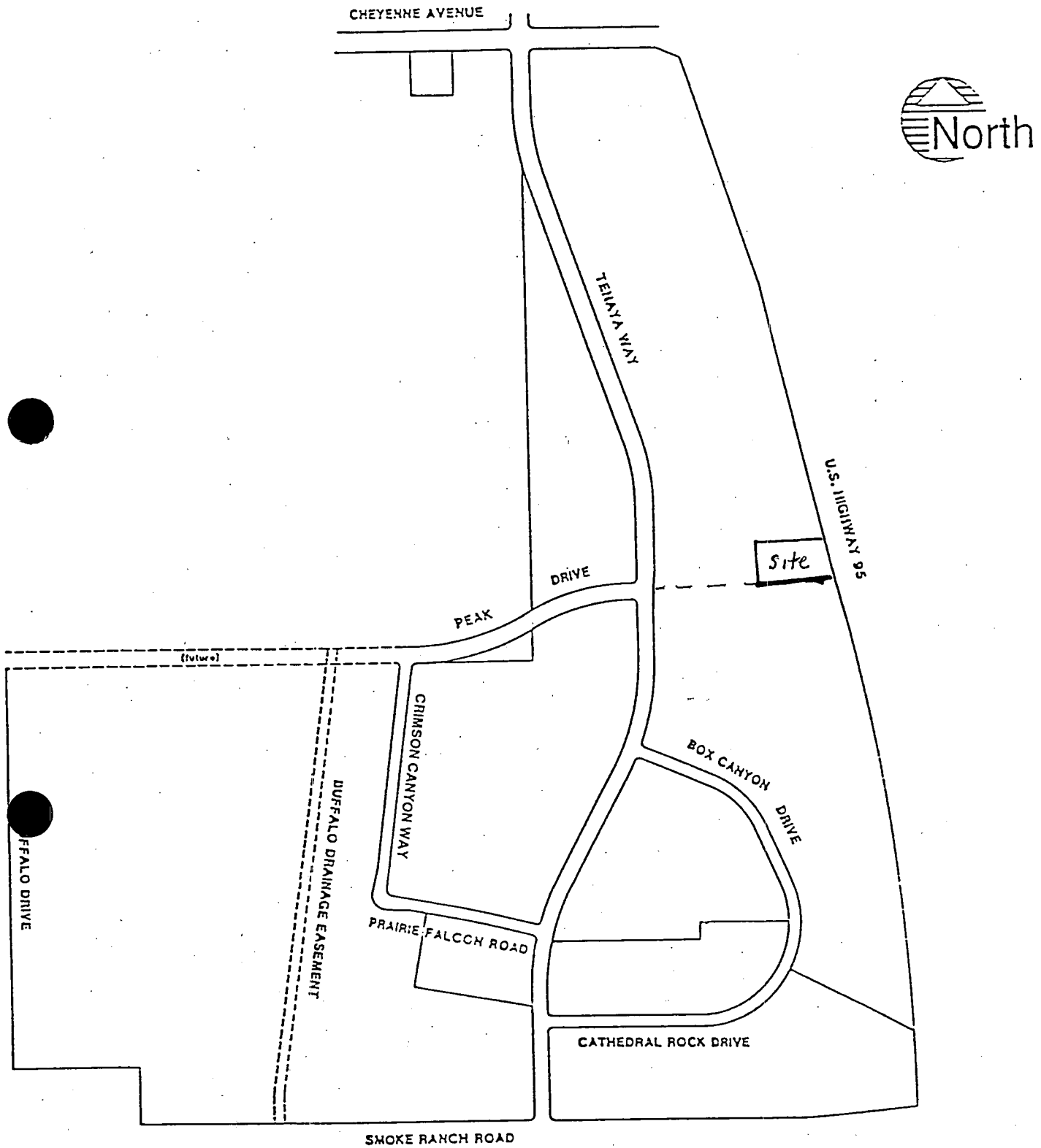
RECOMMENDATIONS

It is the recommendation of the City Manager that the City Council authorize the Mayor to sign the Partial Certificate of Completion of Construction and Development.

Agenda Item

5

LAS VEGAS TECHNOLOGY CENTER



RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

City of Las Vegas
Attn: City Manager
400 East Stewart Avenue
Las Vegas, Nevada 89101

**PARTIAL CERTIFICATE OF COMPLETION OF
CONSTRUCTION AND DEVELOPMENT**

WHEREAS, by Grant Deed dated October 18, 1995 and recorded November 8, 1995, in Book 951108, as Instrument 01175, in the records of the Office of the Recorder of the County of Clark, State of Nevada, the City of Las Vegas, a public body, corporate and politic (hereinafter referred to as the *City*), conveyed to Tech Center Associates (hereinafter referred to as the *Developer*), certain real property situated in the City of Las Vegas, Nevada, described on Exhibit "A," attached hereto and made a part hereof (hereinafter referred to as the *Property*); and

WHEREAS, as referenced in said Grant Deed, the City shall furnish the Developer with a Partial Certificate of Completion for a parcel upon completion of all construction and development thereon, which certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be a conclusive determination of satisfactory completion of the construction and development required by the Grant Deed concerning that parcel; and

WHEREAS, the City has conclusively determined that the construction and development on that portion of the Property which is described in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the *Developed Property*) has been satisfactorily completed.

NOW, THEREFORE, the City agrees:

1. That the City does hereby certify that the construction and development concerning the Developed Property has been fully and satisfactorily performed and completed.
2. That paragraphs 4 and 5 of the aforementioned Grant Deed are of no further force or effect concerning the Developed Property by reason thereof.

IN WITNESS WHEREOF, the City has executed this Certificate as of the 22nd day of February 1999.

CITY OF LAS VEGAS

By

Jan Lavery Jones
JAN LAVERTY JONES, Mayor

ATTEST:

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

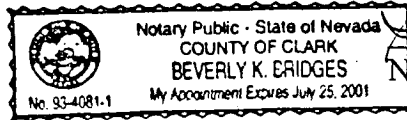
Val Steed 2-5-99
Date

STATE OF NEVADA)

) ss:

COUNTY OF CLARK)

On this 22nd day of February, 1999, personally appeared before me, a Notary Public, JAN LAVERTY JONES and BARBARA JO RONEMUS, respectively, who acknowledged that they executed this instrument.



Beverly K. Bridges
NOTARY PUBLIC

EXHIBIT "A"

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING THAT PORTION OF LOT 1, BLOCK 1 OF THE LAS VEGAS TECHNOLOGY CENTER UNIT 2, A COMMERCIAL SUBDIVISION, ON FILE IN BOOK 62 OF PLATS, PAGE 44 OF CLARK COUNTY, NEVADA RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1 OF SAID LAS VEGAS TECHNOLOGY CENTER UNIT 2, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE US-95 FREEWAY (PROJECT DE -0105 (802)); THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 1, BLOCK 1 THE FOLLOWING TWO (2) COURSES: 1) THENCE NORTH 15°31'01" WEST, A DISTANCE OF 10.14 FEET; 2) THENCE NORTH 13°40'05" WEST, A DISTANCE OF 530.62 FEET; THENCE LEAVING SAID EASTERLY BOUNDARY OF LOT 1, BLOCK 1 SOUTH 84°52'23" WEST, A DISTANCE OF 803.91 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF TENAYA WAY (90 FEET WIDE), AS SHOWN ON SAID PLAT OF THE LAS VEGAS TECHNOLOGY CENTER UNIT 2; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF TENAYA WAY THE FOLLOWING THREE (3) COURSES: 1) THENCE FROM A TANGENT, WHICH BEARS SOUTH 05°07'37" EAST, SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 901.38 FEET, THROUGH A CENTRAL ANGLE OF 05°10'14", AN ARC DISTANCE OF 81.34 FEET; 2) THENCE TANGENT TO SAID CURVE, SOUTH 00°02'37" WEST, A DISTANCE OF 410.09 FEET; 3) THENCE SOUTH 07°10'13" WEST, A DISTANCE OF 27.63 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 1; THE FOLLOWING TWO (2) COURSES: 1) THENCE SOUTH 89°57'23" EAST, A DISTANCE OF 298.29 FEET; 2) THENCE NORTH 84°04'34" EAST, A DISTANCE OF 634.04 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS AN AREA OF 463,914 SQUARE FEET OR 10.65 ACRES, MORE OR LESS.

RESERVE AN EASEMENT OVER, ACROSS AND UNDER THE EASTERLY 10 FEET OF THE ABOVE DESCRIBED PARCEL OF LAND, IN FAVOR OF THE LAS VEGAS TECHNOLOGY CENTER OWNER ASSOCIATION, IT'S SUCCESSORS AND ASSIGNS, FOR PURPOSES OF ERECTING, MAINTAINING, REMOVING AND REPLACING BLOCK WALL AND FENCING ALONG THE EASTERLY EDGE OF THE EASEMENT AREA. THE EASEMENT RIGHTS INCLUDE THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID WALL AND FENCING AND THE RIGHT TO CLEAR AWAY GROWTH AND OTHER OBSTACLES, AS MAY BE NECESSARY FOR THE PURPOSES DESCRIBED HEREIN.

(THE OVERALL LEGAL DESCRIPTION ALSO FURTHER DESCRIBED WITHIN THE RECORD OF SURVEY FILED ON 10-30-95 IN FILE 79 OF PAGE 31 OF SURVEYS)

EXHIBIT "B"

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING THAT PORTION OF LOT ONE (1), BLOCK ONE (1) OF THE LAS VEGAS TECHNOLOGY CENTER UNIT 2, A COMMERCIAL SUBDIVISION, ON FILE IN BOOK 62 OF PLATS, PAGE 44 OF CLARK COUNTY, NEVADA RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER (SE COR) OF LOT ONE (1), BLOCK ONE (1) OF SAID LAS VEGAS TECHNOLOGY CENTER UNIT 2, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE U.S.-95 FREEWAY (PROJECT DE-0105 (802)); THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH $84^{\circ}04'34''$ WEST ALONG THE SOUTHERN BOUNDARY OF LOT ONE (1), BLOCK ONE (1), A DISTANCE OF 471.51 FEET; THENCE LEAVING SAID SOUTH BOUNDARY NORTH $05^{\circ}07'37''$ WEST, A DISTANCE OF 243.04 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CASCADE VALLEY COURT; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH $80^{\circ}04'18''$ EAST, A DISTANCE OF 4.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 14.50 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $48^{\circ}11'23''$, AN ARC DISTANCE OF 12.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 45.50 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $109^{\circ}03'55''$, AN ARC DISTANCE OF 86.61 FEET TO A POINT WHERE THE RADIUS POINT BEARS NORTH $70^{\circ}48'13''$ WEST; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH $58^{\circ}50'55''$ EAST, A DISTANCE OF 38.65 FEET; THENCE NORTH $84^{\circ}04'34''$ EAST A DISTANCE OF 317.48 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S.-95 FREEWAY; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) SOUTH $13^{\circ}40'05''$ EAST, A DISTANCE OF 221.27 FEET; 2) THENCE SOUTH $15^{\circ}31'01''$ EAST, A DISTANCE OF 10.14 FEET TO THE POINT OF BEGINNING. SAID LAND ALSO BEING LOT "D" OF THAT CERTAIN RECORD OF SURVEY ON FILE IN FILE 79 OF SURVEYS, PAGE 31, AND AS AMENDED BY AMENDED RECORD OF SURVEY ON FILE IN 81 OF SURVEYS, PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

AGENDA & MINUTES

Page 8

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

CITY ATTORNEY - CONSENT

6	Approval of Clark County Regional Transportation Commission Supplemental No. 1 to Interlocal Contract No. 269a for the construction of roadway improvements for Russell Road between Eastern Avenue and Mountain Vista Street.	McDONALD - Motion to APPROVE: Items 5 through 13 Items 15 through 42 Items 44 through 63 - carried UNANIMOUSLY Items 3 and 4: APPROVED under separate action (see individual items) Item 14: STRICKEN under separate action (see individual item) Item 43: APPROVED under separate action (see individual item) ***** There was no related discussion. (10:45 - 10:46) 1-452
7	Approval of Clark County Regional Transportation Commission Supplemental No. 1 to Interlocal Contract No. 276a for the construction of roadway improvements for Camino Al Norte between La Madre Way to Ann Road	APPROVED - see above
8	Approval of Clark County Regional Transportation Commission Interlocal Contract No. 310 for the construction of roadway improvements for Craig Road between Decatur Boulevard and Commerce Street	APPROVED - see above
9	Approval of Clark County Regional Transportation Commission Interlocal Contract No. 311 for the construction of roadway improvements for the 1998-1999 Traffic Capacity and Safety Improvement Projects	APPROVED - see above

AGENDA DOCUMENTATION

MEETING OF
February 22, 1999TO:
City CouncilFROM: *Brad R. Jerbic*
Bradford R. Jerbic
City Attorney

SUBJECT: Approval of Clark County Regional Transportation Commission Supplemental No. 1 to Interlocal Contract No. 269a for the construction of roadway improvements for Russell Road between Eastern Avenue and Mountain Vista Street.

PURPOSE/BACKGROUND

On August 8, 1996, the Clark County Regional Transportation Commission, the County of Clark, the City of Henderson, the City of North Las Vegas and the City of Las Vegas entered into an agreement for the funding of a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Russell Road between Eastern Avenue and Mountain Vista Street. The County has requested additional funding for such Project which was approved by the Clark County Regional Transportation Commission on November 12, 1998. This Supplemental Contract, attached hereto, increases the total cost authorized for the project to \$500,000.

FISCAL IMPACT

None. To be funded by the Clark County Regional Transportation Commission.

RECOMMENDATIONS

It is recommended that the City Council approve the attached Supplemental No. 1 to Interlocal Contract No. 269a and authorize the Mayor to execute the same on behalf of the City.

**SUPPLEMENTAL NO. 1 TO THE INTERLOCAL CONTRACT FOR
RUSSELL ROAD, EASTERN AVENUE TO MOUNTAIN VISTA STREET**

THIS SUPPLEMENTAL NO. 1 TO THE INTERLOCAL CONTRACT made and entered into this 16th day of FEBRUARY, 1998, by and among the County of Clark, a political subdivision hereinafter called "COUNTY," the Regional Transportation Commission of Clark County, the City of Henderson, a municipal corporation, the City of North Las Vegas, a municipal corporation, and the City of Las Vegas, a municipal corporation.

W I T N E S S E T H

WHEREAS, the parties hereto previously entered into an Interlocal Contract on August 8, 1996, for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Russell Road between Eastern Avenue and Mountain Vista Street, being within the unincorporated area of Clark County; and,

WHEREAS, the COUNTY desires to increase the total funding for the Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for Russell Road between Eastern Avenue and Mountain Vista Street, as follows:

SECTION II - PROJECT COSTS, paragraph 1 shall be changed to read as follows:

1. The total cost for preliminary engineering, design, contract administration, surveying, inspection, testing, right-of-way engineering, appraisals, right-of-way negotiations and acquisition, utility relocation, and construction shall not exceed \$8,375,000.00, which shall include all of the above items.

SECTION III - GENERAL, paragraph 7 shall be changed to read as follows:

7. The Project must be completed to the satisfaction of the Regional Transportation Commission prior to July 1, 2000. The Regional Transportation Commission may, at any time thereafter, grant time extensions or terminate this Interlocal Contract and require all sums advanced to the COUNTY be repaid.

The remainder of the Interlocal Contract approved by the Regional Transportation Commission remains unchanged.

Date of Commission Action:

CLARK COUNTY

2/16/99

BY:

Bruce L. Woodbury

~~WYONNE ATKINSON GATES~~, Chair

ATTEST:

Shirley B. Parraguirre
~~Shirley B. Parraguirre~~, County Clerk

~~Shirley B. Parraguirre~~

SHIRLEY B. PARRAGUIRRE

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

11/12/98

BY:

Bruce L. Woodbury

BRUCE L. WOODBURY, Chairman

ATTEST:

Shondra Summers-Armstrong
 SHONDRA SUMMERS-ARMSTRONG,
 Executive Assistant

APPROVED AS TO FORM:

BY:

Zev Kaplan

ZEV KAPLAN,
 General Counsel

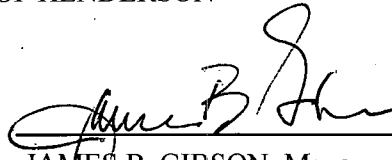
Date of Council Action:

COUNCIL ACTION

FEB 16 1999

CITY OF HENDERSON

BY:


 JAMES B. GIBSON, Mayor

ATTEST:

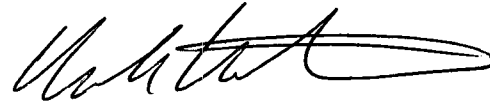

 MONICA SIMMONS, City Clerk

Date of Council Action:

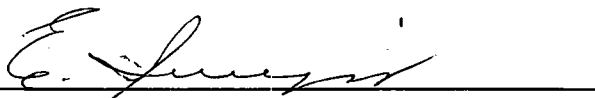
CITY OF NORTH LAS VEGAS

2/17/99

BY:


 MICHAEL L. MONTANDON, Mayor

ATTEST:

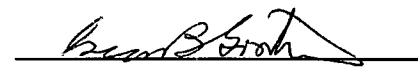

 EILEEN SEVIGNY, City Clerk

Date of Council Action:

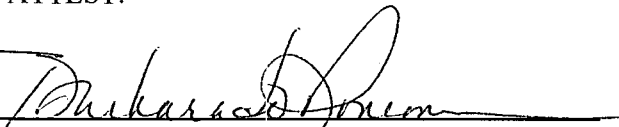
CITY OF LAS VEGAS

2/22/99

BY:


~~JAN LAVERTY JONES, Mayor~~
 OSCAR B. GOODMAN, MAYOR

ATTEST:


 BARBARA JO RONEMUS, City Clerk

AGENDA DOCUMENTATION

MEETING OF

February 22, 1999

TO:
City Council

FROM: *[Signature]*
for Bradford R. Jerbic
City Attorney

SUBJECT: Approval of Clark County Regional Transportation Commission Supplemental No. 1 to Interlocal Contract No. 276a for the construction of roadway improvements for Camino Al Norte between La Madre Way to Ann Road.

PURPOSE/BACKGROUND

On February 13, 1997, the Clark County Regional Transportation Commission, the County of Clark, the City of Henderson, the City of North Las Vegas and the City of Las Vegas entered into an agreement for the funding of a project to construct road improvements to Camino Al Norte between La Madre Way and Ann Road. The City of North Las Vegas has requested additional funding for such Project which was approved by the Clark County Regional Transportation Commission on October 8, 1998. This Supplemental Contract, attached hereto, increases the total cost authorized for the project to \$1,616,000.

FISCAL IMPACT

None. To be funded by the Clark County Regional Transportation Commission.

RECOMMENDATIONS

It is recommended that the City Council approve the attached Supplemental No. 1 to Interlocal Contract No. 276a and authorize the Mayor to execute the same on behalf of the City.

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
CAMINO AL NORTE BETWEEN LA MADRE WAY TO ANN ROAD

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into by and between the City of North Las Vegas, a municipal corporation, hereinafter called the "CITY"; the Regional Transportation Commission of Clark County, organized pursuant to Chapter 373 of the Nevada Revised Statutes and Chapter 4.04 of the Clark County Code, hereinafter called the "COMMISSION"; the County of Clark, a political subdivision; the City of Henderson, a municipal corporation; and the City of Las Vegas, a municipal corporation.

WITNESSETH

WHEREAS, the parties hereto previously entered into an Interlocal Contract on February 13, 1997 for a project to construct road improvements to Camino Al Norte between La Madre Way and Ann Road as shown on the Vicinity Map attached hereto as Exhibit "A", hereinafter called the "Project"; and

WHEREAS, additional funding has been made available by the COMMISSION, and the CITY is seeking to increase the total funding and Authorization to Proceed for construction of the Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the COMMISSION authorizes the CITY to proceed with the Project as it is mutually agreed and understood as follows:

SECTION II - PROJECT COSTS

This First Supplemental Interlocal Contract is applicable to the construction of road improvements. Section II is hereby revised to increase the total funding and Authorization

to Proceed for the Project according to Section 6.1 REIMBURSABLE COSTS of the COMMISSION'S current Policies and Procedures Manual, within the limits specified below:

1. The total cost to perform engineering and right-of-way/other, construction, construction engineering, and utility relocations and/or adjustments shall not exceed \$1,616,000
2. The CITY will be granted an "Authorization to Proceed" for engineering and right-of-way/other expenses as defined in Section 6.1.1 and 6.1.2 of the COMMISSION'S current Policies and Procedures Manual in an amount not to exceed \$185,000, for construction engineering in an amount not to exceed \$115,000, and for construction and utility relocations and/or adjustments in an amount not to exceed \$1,316,000 at the time a written "Authorization to Proceed" is received from the COMMISSION.

SECTION III - GENERAL

Paragraph 6. is amended as follows:

6. Should any of the phases of the Project fall behind schedule, the COMMISSION may require a report stating the reasons for the delay. The Project must be completed to the satisfaction of the COMMISSION prior to March 31, 2000. The COMMISSION may, at any time thereafter, grant time extensions or terminate this Interlocal Contract and require all sums advanced the CITY be repaid.

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IN WITNESS THEREOF, this First Supplemental Interlocal Contract is hereby executed as of the date first set forth below.

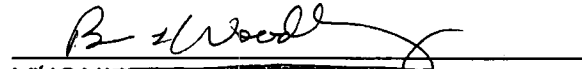
Date of Commission Action:

2/16/99

ATTEST:

COUNTY OF CLARK
BOARD OF COMMISSIONERS


County Clerk


Chair

SHIRLEY B. PARRAGUIRRE

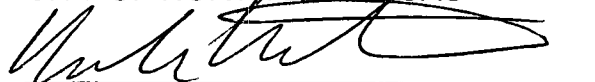
Date of Council Action:

2/17/99

ATTEST:

CITY OF NORTH LAS VEGAS


EILEEN SEIGNY
City Clerk


MICHAEL L. MONTANDON
Mayor

Date of Council Action:

2-16-99

ATTEST:

CITY OF HENDERSON


MONICA M. SIMMONS
City Clerk
FEB 16 1999


JAMES B. GIBSON
Mayor

Date of Council Action:

2/22/99

APPROVED AS TO FORM:


Date

ATTEST:

CITY OF LAS VEGAS

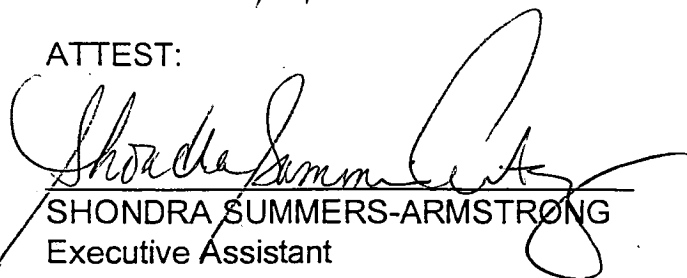

BARBARA JO RONEMUS
City Clerk


Mayor

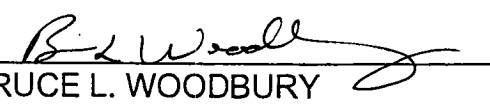
Date of Commission Action:

10/8/98

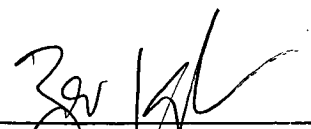
ATTEST:


SHONDRA SUMMERS-ARMSTRONG
Executive Assistant

REGIONAL TRANSPORTATION
COMMISSION OF CLARK COUNTY


BRUCE L. WOODBURY
Chairman

APPROVED AS TO LEGALITY AND FORM:


ZEV KAPLAN
General Counsel

AGENDA DOCUMENTATION

MEETING OF

February 22, 1999

TO:
City Council

FROM: *g. Redden*
For Bradford R. Jerbic
City Attorney

SUBJECT: Approval of Clark County Regional Transportation Commission Interlocal Contract No. 310 for the Construction of Roadway Improvements for Craig Road between Decatur Boulevard and Commerce Street.

PURPOSE/BACKGROUND

On October 8, 1998, the Clark County Regional Transportation Commission approved the funding for the project requested by the City of North Las Vegas which provides for the construction of roadway improvements for Craig Road between Decatur Boulevard and Commerce Street. The project involves the construction of various roadway improvements viz., six travel lanes, two emergency lanes, asphalt concrete pavement, aggregate base course, median islands, curb and gutter, sidewalk and streetlights which may be funded by a Special Improvement District, localized drainage facilities, traffic control devices, and other appurtenances as may be necessary. The attached Interlocal Contract allocates \$900,000 for engineering and right-of-way design and provides future funding for right-of-way acquisition, construction and construction engineering of the street improvement project in accordance with the Clark County Strategic Plan, Goal B to improve infrastructure.

FISCAL IMPACT

None. To be funded by the Clark County Regional Transportation Commission.

RECOMMENDATIONS

It is recommended that the City Council approve the attached Interlocal Contract No. 310 and authorize the Mayor to execute the same on behalf of the City.

**INTERLOCAL CONTRACT FOR
CRAIG ROAD / DECATUR BOULEVARD TO COMMERCE STREET**

THIS INTERLOCAL CONTRACT made and entered into by and between the City of North Las Vegas, a municipal corporation, hereinafter called the "CITY"; the Regional Transportation Commission of Clark County, organized pursuant to Chapter 373 of the Nevada Revised Statutes and Chapter 4.04 of the Clark County Code; the County of Clark, a political subdivision; the City of Henderson, a municipal corporation; and the City of Las Vegas, a municipal corporation.

W I T N E S S E T H

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Craig Road between Decatur Boulevard and Commerce Street, hereinafter called the "Project", being located within the CITY, has been approved by the Regional Transportation Commission of Clark County and is included in the Regional Transportation Commission Capital Improvement Program; and

WHEREAS, the CITY is requesting funds to perform engineering and right-of-way activities, right-of-way acquisition, construction, construction engineering, and utility relocations and/or adjustments on Craig Road between Decatur Boulevard and Commerce Street; and

WHEREAS, the Project is identified and shown on the attached Exhibit "A"; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the Regional Transportation Commission of Clark County authorizes the CITY to proceed with the Project as it is mutually agreed and understood as follows:

SECTION I - SCOPE OF WORK

This Interlocal Contract applies to improvements to Craig Road between Decatur Boulevard and Commerce Street. The improvements will result in a total of eight lanes,

six travel lanes and two emergency lanes. Specific improvements include asphalt concrete pavement, aggregate base course, median islands; curb and gutter, sidewalk and streetlights may be funded by a Special Improvement District; localized drainage facilities, traffic control devices, and other appurtenances as may be necessary to construct a complete and functional Project.

SECTION II - PROJECT COSTS

The Regional Transportation Commission of Clark County agrees to provide funding for Project costs according to Section 6.1 REIMBURSABLE COSTS of the current Policies and Procedures Manual of the Regional Transportation Commission of Clark County, within the limits specified below:

1. The total cost to perform engineering, right-of-way/other, right-of-way acquisition, construction, construction engineering, and utility relocations and/or adjustments shall not exceed \$6,600,000.
2. The CITY will be granted an "Authorization to Proceed" in an amount not to exceed \$900,000 for engineering and right-of-way/other expenses as defined in Section 6.1.1 and 6.1.2 of the current Policies and Procedures Manual of the Regional Transportation Commission of Clark County, at the time written "Authorization to Proceed" is received from the Regional Transportation Commission of Clark County.
3. The Regional Transportation Commission of Clark County agrees to reimburse the CITY for eligible costs incurred prior to approval of this Interlocal Contract, but not before January 1, 1998.
4. A separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction, construction engineering, and utility relocation and/or adjustment costs.
5. A written request must be made to the Regional Transportation Commission of Clark County and an additional supplemental interlocal contract approved to allow exceptions to the adopted Policies and Procedures of the Regional Transportation Commission of Clark County or to the amount noted above

prior to payment of any additional funds.

SECTION III - GENERAL

1. The title sheet of both the plans and specifications shall show the Clark County Regional Transportation Commission of Clark County, Nevada as the funding agency.
2. Engineering, including project management, and right-of-way activities shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, right-of-way acquisition and contract administration of the Project shall comply with the requirements as set forth in the current Policies and Procedures Manual of the Regional Transportation Commission of Clark County.
4. The CITY has policies which effectively restrict utility cuts through the pavement for a period of five years after completion of the Project.
5. Upon completion of the construction of the Project, the Project shall be maintained by the CITY, and no funding is provided by this Interlocal Contract for such maintenance.
6. It is anticipated that requests for an "Authorization to Proceed" for the separate phases of the Project will be made in accordance with the following schedule:
 1. Right-of-Way Negotiations and Acquisition: October 1, 1999
 2. Construction and Utility Relocations: July 1, 2000

Should any phase of the Project fall behind schedule, the Regional Transportation Commission of Clark County may require a report stating the reasons for the delay. The Project must be completed to the satisfaction of the Regional Transportation Commission of Clark County prior to December 31, 2002. The Regional Transportation Commission of Clark County may, at any time thereafter, grant time extensions or terminate this Interlocal Contract and require all sums advanced the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the Project as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the Project and will hold the other parties to this Interlocal Contract and the Regional Transportation Commission of Clark County harmless for any liability therefore except the funding provided by this Interlocal Contract.

IN WITNESS THEREOF, this Interlocal Contract is hereby executed as of the date first set forth below.

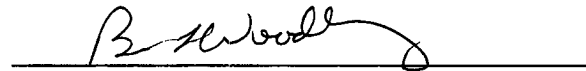
Date of Commission Action:

2/16/99

ATTEST:

COUNTY OF CLARK
BOARD OF COMMISSIONERS


County Clerk **SHIRLEY B. PARRAGUIRRE**

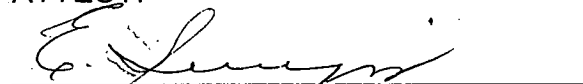

~~YVONNE ATKINSON GATES~~
Chair

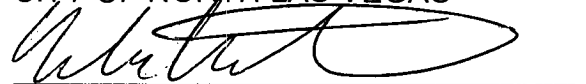
Date of Council Action:

2/17/99

ATTEST:

CITY OF NORTH LAS VEGAS


EILEEN SEIGNY
City Clerk

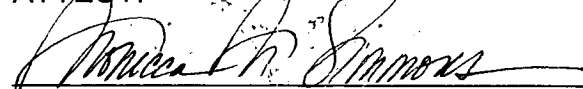

MICHAEL L. MONTANDON
Mayor

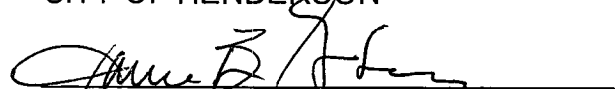
Date of Council Action:

2-16-99

ATTEST:

CITY OF HENDERSON


MONICA M. SIMMONS
City Clerk


JAMES B. GIBSON
Mayor

COUNCIL ACTION

FEB 16 1999

Date of Council Action:

2/22/99

APPROVED AS TO FORM:

Robert S. Span 8-2-99
Date

ATTEST:

Barbara Jo Ronemus

BARBARA JO RONEMUS

City Clerk

CITY OF LAS VEGAS

Bruce L. Woodbury

Mayor

Date of Commission Action:

10/8/98

ATTEST:

Shondra Summers-Armstrong

SHONDRA SUMMERS-ARMSTRONG

Executive Assistant

REGIONAL TRANSPORTATION
COMMISSION OF CLARK COUNTY

Bruce L. Woodbury

BRUCE L. WOODBURY

Chairman

APPROVED AS TO LEGALITY AND FORM:

Zev Kaplan

ZEV KAPLAN

General Counsel

MEETING OF

February 22, 1999

AGENDA DOCUMENTATION

TO: City Council	FROM: <i>for</i> Bradford R. Jerbic City Attorney
SUBJECT: Approval of Clark County Regional Transportation Commission Interlocal Contract No. 311 for the Construction of Roadway Improvements for the 1998-1999 Traffic Capacity and Safety Improvement Projects.	

PURPOSE/BACKGROUND

The Clark County Regional Transportation Commission (RTC) at its meeting on October 8, 1998, approved funding the amount of \$2,190,759 for the design and construction of traffic capacity and safety improvements throughout the Las Vegas Valley for FY 1998-1999. The proposed Interlocal Contract, in accordance with Goal B of the Clark County Strategic Plan to improve infrastructure, provides for the design, right-of-way acquisition, utility relocation, construction and construction engineering of various traffic capacity and safety improvements in an amount not to exceed the amount set forth above. This contract is a continuation of the program initiated with the Clark County 1987 Bond Issue and is included on the RTC Capital Improvement Program approved on August 13, 1998.

FISCAL IMPACT

None. To be funded by the Clark County Regional Transportation Commission.

RECOMMENDATIONS

It is recommended that the City Council approve the attached Interlocal Contract No. 311 and authorize the Mayor to execute the same on behalf of the City.

INTERLOCAL CONTRACT**1998-99 TRAFFIC CAPACITY AND SAFETY****IMPROVEMENT PROJECTS**

This Interlocal Contract, made and entered into this 16th day of FEBRUARY, 1998, by and between the County of Clark, a Political Subdivision, the City of Las Vegas, a Municipal Corporation, the City of North Las Vegas, a Municipal Corporation, the City of Henderson, a Municipal Corporation, and the Regional Transportation Commission of Clark County, organized pursuant to Chapter 373 of the Nevada Revised Statutes and Chapter 4.04 of the Clark County Code.

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, projects thereunder to design, purchase right-of-way, perform construction inspection and construct traffic capacity and safety improvements have been approved by the Regional Transportation Commission.

WITNESSETH

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties; the Regional Transportation Commission of Clark County authorizes the parties to proceed with the improvements as it is mutually understood and agreed, as follows:

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to design and construction of traffic capacity and safety improvements within the entities participating in this contract.

SECTION II - PROJECT COSTS

The Regional Transportation Commission of Clark County agrees to provide funding for project costs according to Section 6.1, Reimbursable Costs of the Policies and Procedures Manual of the Regional Transportation Commission, within the limits specified below:

1. The total cost for preliminary engineering, design, right-of-way acquisition and right-of-way acquisition expenses, contract administration, surveying, inspection, testing, utility relocation, and construction shall not exceed \$2,190,759 which includes all of the above items.
2. An "Authorization to Proceed" is required for the following two phases of the project, which may be submitted concurrently:

- (a) Preliminary engineering and design;
- (b) Right-of-way acquisition, construction and construction engineering.

No funds shall be considered encumbered or allocated and no reimbursement shall be made for any portion of the improvements until an "Authorization to Proceed" has been approved in accordance with Subsection 2.5 of the Policies and Procedures by the Regional Transportation Commission. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the improvements, and upon approval by the Regional Transportation Commission, only that amount shall be encumbered and allocated. The "Authorization to Proceed" shall also state the specific improvements to be constructed along with their location.

SECTION III - SPECIAL CONDITION

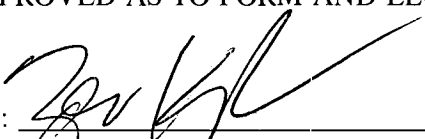
Each entity shall provide the Regional Transportation Commission (RTC) with a monthly status report in the format presently required by RTC indicating progress of project.

1. The title sheet of both the plans and the specifications shall show the Regional Transportation Commission of Clark County as the funding agency.
2. Preliminary engineering and design shall be performed by the entity, or by a consultant employed by the entity.
3. The design, construction, and contract administration of the improvements shall comply with the requirements as set forth in the current "Policies and Procedures" of the Regional Transportation Commission of Clark County.
4. Construction costs may be paid directly to the contractor based on estimates prepared by the entity.
5. Upon completion of the construction of the improvements, it shall be maintained by the responsible entity having jurisdiction and no funding is provided by this agreement for such maintenance.
6. The improvement must be completed to the satisfaction of the Regional Transportation Commission of Clark County by July 1, 2001.

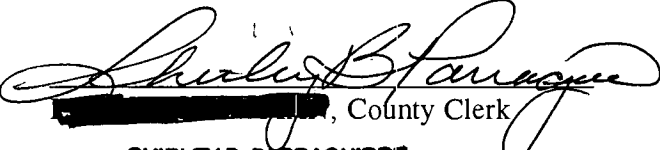
7. It is understood and agreed that the purpose of this contract is to fund the improvements as hereinabove set forth. It is further understood and agreed that the entity is responsible for the design and construction of the improvements and will hold the other parties to this contract and the Regional Transportation Commission harmless for any liability therefore except the funding provided by this contract.

APPROVED AS TO FORM AND LEGALITY:

BY:


ZEV KAPLAN
General Legal Counsel

ATTEST:


_____, County Clerk
SHIRLEY B. PARRAGUIRRE

Date of Commission Action:

2/16/99

ATTEST:



EILEEN M. SEVIGNY, City Clerk

Date of Council Action:

2/17/99

CLARK COUNTY BOARD OF COUNTY
COMMISSIONERS

BY:



~~XXXXXXXXXXXXXXXXXXXX~~
Chairperson

CITY OF NORTH LAS VEGAS

BY:



MICHAEL L. MONTANDON, Mayor

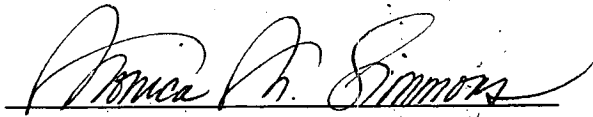
ATTEST:


BARBARA JO RONEMUS, City Clerk

Date of Council Action:

2/22/99

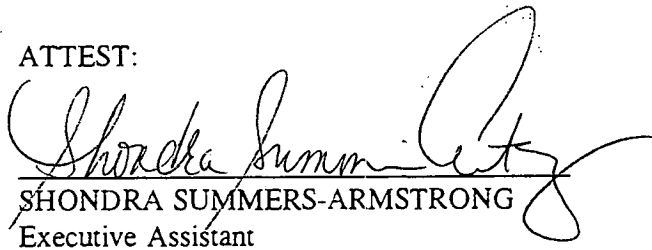
ATTEST:


MONICA SIMMONS, City Clerk

Date of Council Action:

2-16-99

ATTEST:

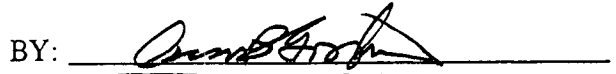

SHONDRA SUMMERS-ARMSTRONG
Executive Assistant

Date of Commission Action:

10/8/98

CITY OF LAS VEGAS

BY:

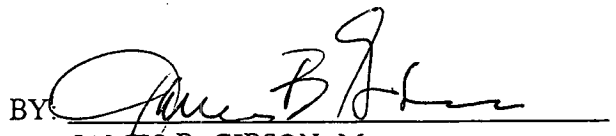

[REDACTED], Mayor

APPROVED AS TO FORM:

Robert S. Spivey 8-2-99
Date

CITY OF HENDERSON

BY:


JAMES B. GIBSON, Mayor

REGIONAL TRANSPORTATION COMMISSION
OF CLARK COUNTY

BY:

Bruce L. Woodbury
BRUCE L. WOODBURY, Chairman

CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

AGENDA & MINUTES

Page 9

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT

10	Approval of service and material checks In the amount of \$ 9,456,468.40 Payroll checks In the amount of \$ 3,940,303.67 Wire transfers In the amount of \$ 19,309,202.92 Other checks and investments In the amount of \$ 281,692.96	McDONALD - Motion to APPROVE: Items 5 through 13 Items 15 through 42 Items 44 through 63 - carried UNANIMOUSLY Items 3 and 4: APPROVED under separate action (see individual items) Item 14: STRICKEN under separate action (see individual item) Item 43: APPROVED under separate action (see individual item) ***** There was no related discussion. (10:45 - 10:46) 1-452
11	Notice of Intent to Augment the Fiscal Year 1999 Annual Budget of the General Fund (\$7.4 million)	APPROVED - see above
12	Report of sale on delinquent parcels in Special Improvement Districts 404 and 707 (Summerlin Area)	APPROVED - see above
13	Approval of agreement between the City of Las Vegas and Nevada Business Services for administrative services provided by the City of Las Vegas (Annual revenue of \$230,000).	APPROVED - see above

City of Las Vegas

Summary of Cash Expenditures for the period of 1/11/99 - 1/22/99

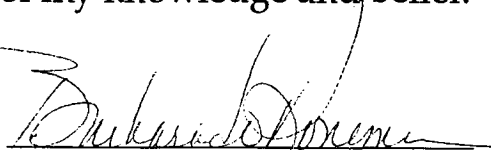
Total Service & Materials Checks :	9,456,468.40
Total Payroll Checks :	3,940,303.67
Total NBS & City Investments :	281,692.96
Total Wire Transfers :	19,309,202.92

Grand Total :	32,987,667.95

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

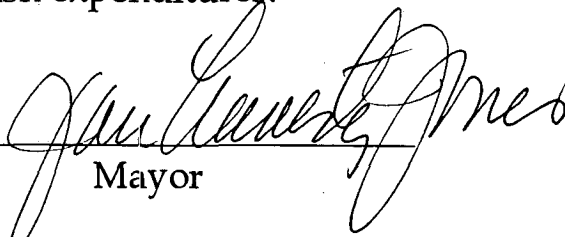


Director of Finance



Attested by City Clerk

on February 15, 1999, the City Council approved the above cash expenditures.



Mayor

MEETING OF

AGENDA DOCUMENTATION

February 22, 1999

TO:

City Council

FROM:

Mark R. Vincent, Director
Finance and Business Services

SUBJECT:

NOTICE OF INTENT TO AUGMENT THE FISCAL YEAR 1998-99 ANNUAL BUDGET OF THE
GENERAL FUNDPURPOSE/BACKGROUND

The recently completed fiscal year 1997-98 annual financial statements indicate that the actual fund balance of the City General Fund was approximately \$4.6 million higher than the amount included in the current year budget. Pursuant to State law, this excess opening fund balance is a resource available for the purposes of augmenting the budget. Additional revenues of approximately \$2.8 million above the current year budget have also been identified. In accordance with the City's fiscal policy that one-time revenues be used for on-time expenditures, staff is recommending the following augmentation from available resources:

- \$.5 million to supplement the fund balance
- \$1.9 million to be transferred to the Park and Leisure Activities Capital Projects Fund
- \$10,000 to be transferred to the Multipurpose Special Revenue Fund
- Approximately \$5 million will remain in the General Fund to be used for:
 - * Classified Employees Association Step 8 increases
 - * Planner Series upgrade
 - * Video production studio machinery and equipment
 - * Application testing for Year 2000 issues
 - * Other general government projects

FISCAL IMPACT

None by this action

RECOMMENDATIONS

It is recommended that the City Council authorize the City Clerk to publish notice of the City's intention to augment the budget in a newspaper of general circulation at least three (3) days prior to the City Council acting on the resolution.

Agenda Item

11

AGENDA DOCUMENTATION

MEETING OF

February 22, 1999

TO:

City Council

FROM:

Mark R. Vincent, Director
Finance and Business services

SUBJECT:

REPORT ON SALE OF DELINQUENT PARCELS IN SPECIAL IMPROVEMENT DISTRICTS 404
AND 707PURPOSE/BACKGROUND

Pursuant to NRS 271.565, the City Treasurer is required to notify the City Council within 15 days after the completion of the sale of all property upon which a delinquent assessment is unpaid. On February 4, 1999, the City Treasurer prepared a statement to the Mayor and City Council stating his actions concerning the sale, showing all the property sold by him, to whom the property was sold, and the sums paid for each parcel. NRS 271.565 also requires that this statement be presented to the City Council at a regular scheduled meeting.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that the City Council accept this report of sale.

Agenda Item

12

Memorandum

City of Las Vegas
Finance and Business Services

To: Mayor Jan Lavery Jones
Councilman Arnie Adamsen
Councilman Michael J. McDonald
Councilman Gary Reese
Councilman Larry Brown

From: Michael K. Olson, City Treasurer
Finance and Business Services

CC: Virginia Valentine
Ann Holland
Steve Houchens
Brad Jerbic
Mark Vincent
Roni Ronemus

Date: February 8, 1999

Re: Report on Sale of Delinquent Parcels In SIDs 404 and 707

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

On January 11, 1999, the City Council approved the delinquency list, and foreclosure notices were mailed to delinquent property owners for Special Improvement Districts No. 404 and 707 (Summerlin Area). On January 15, 1999, 83 delinquent parcels were publicized in a Notice for Sale for three consecutive weeks. Of the 83 parcels, 73 either paid their assessment current or paid it off in full prior to the February 4, 1999 sale; and 10 parcels were sold.

Pursuant to this statute and resolution as adopted by the regular City Council, the following Report of Sale has been prepared. The following parcels were sold on February 4, 1999:

<u>Parcel Sold</u>	<u>Sold to</u>	<u>Amount Paid</u>
137-25-718-093	Steve Thornock, 3960 E. Wyoming Ave., LV., NV 89104	\$3,330.66
138-30-713-024	Roy F. Stoeckinger, 3601 E. Wyoming #403, LV, NV 89104	\$12,327.83
138-17-417-002	James R. Duffy, 1830 Fort Laramie Ln, LV, NV 89123	\$4,463.56
138-20-613-071	Genevieve T. Or Roy F. Stoeckinger, 3601 E. Wyoming #403 Las Vegas, NV 89104	\$5,647.83
138-21-210-063	Richard & Elaine Stanton, 3066 Sierra Ridge, LV, NV 89115	\$6,895.28
138-30-514-007	Fred M. Curtis, 6121 Jones Circle, LV, NV 89107	\$6,218.49

<u>Parcel Sold</u>	<u>Sold to</u>	<u>Amount Paid</u>
137-25-612-121	Fred M. Curtis, 6121 Jones Circle, LV, NV 89107	\$4,250.52
138-19-313-015	Fred M. Curtis, 6121 Jones Circle, LV, NV 89107	\$4,159.12
138-19-316-003	Maria Cirafici & Thomas Cirafici, 2205 Twisted Oak, North LV, NV 89030	\$8,102.30
138-20-416-005	Pap Cat Inc., A Nevada Corporation, 2205 Twisted Oak, North LV, NV 89030	\$82,758.56

The sale took place in the City Hall Council Chambers with no problems

MKO:ab
SiDS404&707

AGENDA DOCUMENTATION

MEETING OF

February 22, 1999

TO:

City Council

FROM:

Mark R. Vincent, Director
Finance and Business Services

SUBJECT:

APPROVAL OF AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND NEVADA BUSINESS SERVICES FOR ADMINISTRATIVE SERVICES PROVIDED BY THE CITY OF LAS VEGAS (ANNUAL REVENUE OF \$230,000)

PURPOSE/BACKGROUND

Since 1984, the City of Las Vegas has had an agreement with Nevada Business Services (NBS) to provide routine administrative services in the areas of accounting and payroll. On July 20, 1998, the State Job Training Office issued a Financial Program Monitoring Report which recommended that the general services agreement be updated (the agreement was last updated in December 1991). A review of the City resources that provide routine support under the agreement was performed by the Finance and Business Services Department. These services were projected to cost the City \$230,000 annually. NBS has agreed to that price, and to performing annual review of the work scope and related price. Other areas of the agreement were updated and include the following:

- Identification of the scope of work on administrative services
- An effective date of March 1, 1999
- Non-routine services will be requested as needed by NBS and billed separately.
- A fiscal review cycle: January of each consecutive year during the life of the agreement, which allows the City to review the scope of work and adjust the cost of services accordingly on an annual basis.

The agreement has been approved as to form by the Office of the City Attorney.

FISCAL IMPACT

\$230,000 in annual revenue.

RECOMMENDATIONS

It is recommended that the City Council approve the General Services Agreement between Nevada Business Services and the City of Las Vegas.

Agenda Item

13

**AGREEMENT BETWEEN NEVADA BUSINESS
SERVICES AND CITY OF LAS VEGAS FOR
GENERAL ADMINISTRATIVE SERVICES**

THIS AGREEMENT is made and entered into this 22 day of Feb, 1999, by and between the City of Las Vegas, Nevada, a municipal corporation of the State of Nevada (hereinafter the "City") and Nevada Business Services (hereinafter "NBS").

RECITALS

WHEREAS the Las Vegas/Clark County Consortium, (hereinafter "Consortium"), was created by a Cooperative Agreement, dated June 7, 1983, which was amended July 17, 1984, October 7, 1987, and February 18, 1987, by and amongst the counties of Clark, Lincoln, Nye, Esmeralda, and the cities of Boulder City, Henderson, Las Vegas, and North Las Vegas, to administer federally-funded job training programs under the Comprehensive Employment and Training Act (CETA), and the Job Training Partnership Act (JTPA); and

WHEREAS, JTPA will be replaced by the Workforce Investment Act of 1998; and

WHEREAS, NBS has been designated to succeed the Consortium as the Administrative Entity for purposes of administering JTPA programs for Southern Nevada; and

WHEREAS, NBS is the Grant Recipient of JTPA funds which are received from the State Department of Employment, Training and Rehabilitation (DETR), State Job Training Office (SJTO); and

WHEREAS, this grant includes funds whereby the Administrative Entity administers the grant and performs certain functions in compliance therewith; and

WHEREAS, NBS has been and continues to be in need of cost effective administrative services which have heretofore been provided by the City of Las Vegas; and

WHEREAS, the administrative services which will be provided by NBS are oftentimes of a highly specialized nature and are otherwise time consuming and costly for the City of Las Vegas to provide; and

WHEREAS, NBS is authorized to enter into contracts to obtain general administrative services; and

WHEREAS, the City of Las Vegas has provided these administrative services to NBS and the CONSORTIUM in previous years pursuant to agreements similar to the AGREEMENT herein; and

WHEREAS, the respective parties shall indicate their intent to enter into this AGREEMENT

by formal resolution of the governing body of each of the respective parties.

NOW, THEREFORE, in consideration of the provisions, covenants and conditions contained hereinafter set forth, the parties do agree as follows:

SECTION ONE

Purpose of Agreement

The City, through its various departments, provides to NBS the following services, to wit: management accounting and reporting services, management information and auditing services, personnel and employee relation services and participant payroll and reporting services (collectively herein "general administrative services"). The exact nature of those services are more fully detailed in Exhibits A - C, attached hereto, and incorporated by reference as if fully set forth herein.

SECTION TWO

Duration of Agreement

This Agreement shall take effect on March 1, 1999, and shall remain in force and in effect until terminated as thereafter provided. Said Agreement shall, at all times, be contingent on administrative funding by NBS' Grantor, the State of Nevada's Department of Employment, Training and Rehabilitation; State Job Training Office.

SECTION THREE

Applicable Law

This Agreement and the performance rendered by the parties pursuant to this Agreement shall be governed by all applicable Federal statutes and regulations, the statutes of the State of Nevada, ordinances of the City of Las Vegas, and all procedures and regulations of the City of Las Vegas currently in effect. It shall be the responsibility of the Executive Director of NBS or his/her designee to notify the City, in a timely manner, of any changes in applicable Federal or State statutes and regulations which may effect the nature of the contracted services or the procedures or reporting requirements therefore. It shall be the responsibility of the City to notify NBS in writing, in a timely manner, of any changes in applicable State and local law, or any changes in internal City procedures which effect the contracted services a procedure to be followed or reporting requirements therefore.

SECTION FOUR

Notification

The City and NBS mutually agree that this Agreement may be modified at any time upon the mutual written consent of both parties. Services provided by the City pursuant to this Agreement may be deleted or added as needed and requested by NBS consonant with the City's ability to provide those services. It is contemplated that the City, through its departments which provide services hereunder, will review the applicable performance and payment provisions on an annual

basis. Such review shall occur during the month of January of each consecutive year during the term of this Agreement. The City will notify the EXECUTIVE DIRECTOR of NBS in writing, by April 1 of each year, if any proposed modifications in services or changes therefore.

SECTION FIVE

Payment

Monthly invoices for all services rendered pursuant to this AGREEMENT will be prepared by the Accounting Operations Division of the Department of Finance & Business Services of the City based in the billing memoranda submitted by each individual department of the City as more fully detailed in Exhibits A-C. The City shall maintain an audit trail satisfactory to NBS auditors and in compliance with generally accepted accounting standards. The itemized invoice shall be compiled and sent to NBS by the City on or about the 15th of the month following the month in which invoiced services were rendered. The invoice sum for all general administrative services shall be done and payable upon receipt of said invoice. The changes contained in that invoice are those specific changes for all services as detailed more fully in Exhibits A-C.

The minimum cost of services rendered pursuant to this Agreement shall total \$19,166.67 per month, which amount represents the sum of the fixed charges set herein for the basic management accounting and reporting services, financial accounting and reporting services, management information and auditing services, personnel and employee relations services and participant payroll and reporting services contracted for herein. However, by this Agreement, both parties indicate their understanding that the invoiced amount for the actual cost of the services provided upon the expense incurred by the City in providing additional services in accordance with this Agreement, may be more or less than the fixed charges set herein and the City agrees to give NBS reasonable notice of any increases in the specific charges for any such additional services to be provided.

In the event of a question concerning any of the charges listed in the monthly invoice, NBS shall notify the City of its intent to dispute said charges. Said notification shall be in writing and shall specify the actual charge(s) which NBS believes is (are) in error. NBS remains obligated to pay all parts of the invoice which are not in dispute in the usual timely manner.

Upon receipt of the notification of a dispute in the billing, the City shall provide to NBS a copy of the supporting documentation for the charge which had been provided to the Accounting Operations Division of the City by the department involved. The parties involved may then meet to discuss the dispute if NBS indicates that such documentation is in error. The parties to this Agreement hereby agrees to make their best effort to reach a reasonable and satisfactory solution to the dispute.

SECTION SIX

Breach and Termination

NBS hereby agrees that all requests for services to be provided must be effectuated through the procedures established by this Agreement, its Exhibits, and all applicable City procedures. Any request for services not in conformance with the above standards shall be voidable and the City may decline, at its own option, to provide those requested services.

Either party may terminate this Agreement, or any portion thereof, upon thirty (30) days' written notice to the other party for any reason whatsoever. In the event of a termination of this Agreement as herein outlined, NBS shall be liable for the costs of services already rendered as provided for in this Agreement, and the City agrees to make best efforts to ensure a smooth transition of information and documentation to the succeeding contractor of NBS who undertakes to provide those services.

SECTION SEVEN

Audits

Upon request of NBS, the City agrees to provide to NBS a copy of the portions of the last regularly performed independent City audit report dealing with the services provided to NBS by the City. Such audits will be conducted on assessments and audits of City-wide accounting functions which will include, among other things, the NBS fiscal management program. The City hereby agrees to make its records available to any authorized State of Nevada and/or U.S. Department of Labor auditors when and if such is required by applicable regulations promulgated by the State of Nevada or the U.S. Department of Labor.

SECTION EIGHT

Notices

Notices required or permitted under this Agreement shall be sent or delivered as follows:

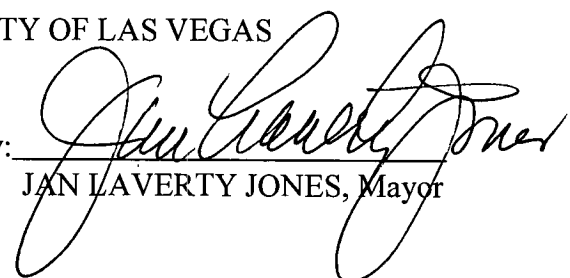
To City:	City Manager 400 East Stewart Avenue, 10th Floor Las Vegas, Nevada 89101
To NBS:	Executive Director Nevada Business Services 920 West Owens Las Vegas, Nevada 89106

SECTION NINE
Non-Assignability

Both the City and NBS hereby agree that neither one shall assign, sublet, or delegate its intent or required performance in this Agreement.

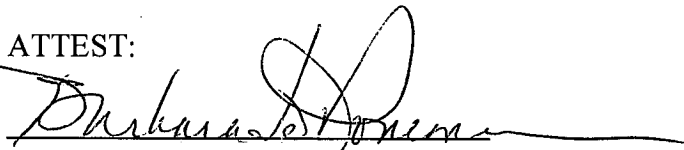
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written to be effective as of March 1, 1999.

CITY OF LAS VEGAS

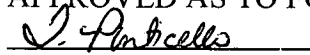
By: 

JAN LAVERTY JONES, Mayor

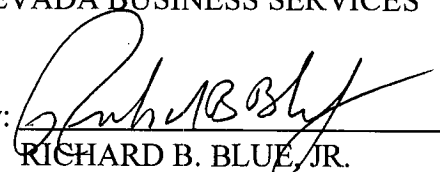
ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

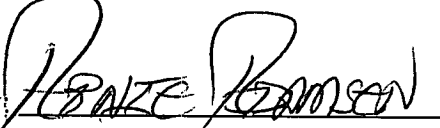
 1/21/99
Date

NEVADA BUSINESS SERVICES

By: 

RICHARD B. BLUE, JR.
Executive Director

SOUTHERN NEVADA JOB
TRAINING BOARD

By: 

ARNIE ADAMSEN, Chair

FORM:
APPROVED AS TO ~~LEGALITY~~

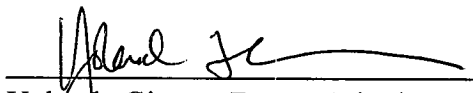

Yolanda Givens, Deputy District Attorney

EXHIBIT "A"

PART ONE: MANAGEMENT ACCOUNTING AND REPORTING MANAGEMENT INFORMATION AUDITING SERVICES AND PARTICIPANT PAYROLL AND REPORTING SERVICES

I. General Scope of Services

The Accounting Operations Division of the City's Department of Finance & Business Services will be responsible for coordinating all City functions which are necessary to provide the administrative services which are detailed in Exhibit "A." The services will be provided in accordance with generally accepted principles and auditing standards, and in a manner which complies with the requirements of the grant program.

II. Accounting Services

A. The Accounting Operations Division will be pre-audited and process all documents which pertain to the program revenues and costs of Nevada Business Services and which have been properly authorized and approved by Nevada Business Services. The processing of documents shall include the disbursements of vendor checks.

B. The Accounting Operations Division will establish and maintain the appropriate General Ledger accounts to reflect the financial status and results of operations of the various programs for which Nevada Business Services receives funds.

C. The Accounting Operations Division will return to Nevada Business Services for further review of all documents which do not meet generally accepted accounting and auditing standards.

D. The Accounting Operations Division will respond to independent audit comments through the administrative channels of Nevada Business Services and will assist the independent auditors in all ways possible to accomplish a successful audit.

E. The Accounting Operations Division will maintain the necessary work papers to reconcile detailed transactions to the General Ledger Control Accounts of Nevada Business Services.

F. All original supporting documentation will be maintained in the City's Accounting Operations Division of the Department of Finance & Business Services and made available to appropriate auditors as provided for in Section Seven of the main body of this Agreement.

G. The City shall ensure that the local depository for Nevada Business Services funds maintain necessary monies in the appropriate account so that no deficit cash position exists when State drawdowns are delayed. The City and Nevada Business Services shall coordinate the

reconciliation of Nevada Business Services' accounts in a timely and accurate manner keeping with federal and state regulations and generally accepted accounting practices.

H. The City's Payroll Section shall review Nevada Business Services' employee payroll time reports to ensure that hours charged balance with hours paid. The City shall serve as the agency that corrects Nevada Business Services' employee payroll errors, after notification thereof by Nevada Business Services.

III. Financial Reporting Services

A. The City and Nevada Business Services each will designate a person to serve as liaison in handling all financial management and reporting matters.

B. By the tenth working day of each month, the Accounting Operations Division will provide Nevada Business Services a report which reflects the previous month's status of the budgets for Administration, Operations, Titles II-A, II-B, II-C, II-O, Titles III, III-G, Gang Intervention, Title III-Governor's Reserve, and for any other programs for which budgets have been approved.

C. By the tenth of each month, Nevada Business Services will provide a report which shows the results of the previous month's monitoring visits to all training sites visited by Nevada Business Services Internal Monitoring Unit in its ongoing program for reviewing the degree of compliance with the terms and conditions of the program.

D. The Accounting Operations Division will prepare and distribute in a timely manner all reports relating to financial transactions that are required by the State Job Training Office (SJTO).

E. The Accounting Operations Division will request monies from the SJTO to operate Nevada Business Services and will maintain the necessary daily cash balance records to support the request.

F. The Accounting Operations Division will provide assistance to Nevada Business Services in the preparation of the Annual Operations Budget(s) or modification thereto.

G. The Accounting Operations Division will assist Nevada Business Services in developing the options necessary to utilize personnel computers, as mandated by SJTO, to report specific program costs. All expenses necessary to place the computer hardware in operation will be borne by Nevada Business Services.

H. The Accounting Operations Division will negotiate, on an as-needed basis, the terms and conditions under which additional reports other than the basic General Ledger and Results of Operations report will be developed and furnished to Nevada Business Services.

IV. Management Information Services

A. The City's Information Systems Division shall provide Nevada Business Services with data processing resources for the monthly generation of Nevada Business Services account payable, employee payroll, and monthly financial reports from the City Oracle System.

B. Upon written request by Nevada Business Services specifying desired computer programming or system design services, the City's programming and systems design staff shall provide an analysis of design costs and delivery time for requested work. If Nevada Business Services elects to utilize City programming and systems design staff, monthly billings will reflect staff costs at the appropriate hourly rate for each classification of each employee utilized.

V. Audit Services

A. Because Nevada Business Services documents, accounts, ledgers and books containing all of the financial transactions of Nevada Business Services constitute a part of the City's central financial system, in connection with the audit of all City funds; such records shall be audited by an independent auditor contracted by the City.

B. The Internal Audit Division of the City shall provide an assessment and audit of Nevada Business Services fiscal management program. Such assessments and audits will be conducted on an incidental basis when audits of City-wide accounting functions are performed. The Internal Audit staff will work with the Accounting Operations Division to establish sound procedures for accounting systems, to evaluate subgrantee accounting practices, and to ensure adequate retention of documentation for audit purposes.

C. The City's Internal Audit Division will prepare a monthly billing memorandum detailing the number of hours expended by specific personnel in performing internal audit services for Nevada Business Services. The rate at which Nevada Business Services will be billed for internal audit services shall be a sum equal to the hourly compensation of the internal audit personnel utilized. Copies of the billing memorandum will be forwarded to the City's Accounting Operations Division.

PART TWO: PERSONNEL AND EMPLOYEE RELATIONS SERVICES

I. General Personnel Services

A. The City of Las Vegas shall provide general personnel services to Nevada Business Services for the purpose of employee recruitment, selection, salary, administration, classification, training, promotion, transfer/reassignment, benefits administration, disciplinary proceedings, administration of civil service rules, personnel policies and procedures, safety, and other related matters.

B. The administration and procedures for all personnel services provided to Nevada Business Services by the City shall be conducted in accordance with federal and state regulations; Nevada Revised Statutes; City Ordinances; regulations, and policies applicable to City Civil Service Rules and any appropriate negotiated agreements between Nevada Business Services and its employee bargaining unit as may affect Nevada Business Services employees in similar classifications.

C. The purposes of definitions with respect to City personnel regulations, policies, and procedures, the Executive Director of Nevada Business Services shall be denominated and serve as "Chief Executive Officer" for purposes of the management of all personnel transactions.

II. Specific Services

A. Recruitment, Selection, and Appointment.

1. Unless otherwise specified or agreed upon, all conditions of appointment and employment set forth in the City of Las Vegas Civil Service rules, City Compensation Ordinance (Personnel Policies and Procedures Manual) and general City personnel regulations, policies, and procedures shall apply in their entirety to Nevada Business Services employees.

2. The appointment and continued employment of all Nevada Business Services employees shall be conditional upon the availability of necessary Federal/State funds. Reduction in funds may necessitate a reduction in force to be accomplished in accordance with procedures specified in the Civil Service Rules or appropriate Labor Contract.

B. Salary Administration and Classification.

Nevada Business Services shall comply with all City regulations, policies, and procedures in the administration of salary and employee classification, including:

1. Compliance with the City's classification system and the procedures thereof;
2. Subject to the availability of necessary Federal/State funds, the determination of which shall be within the discretion of the Southern Nevada Job Training Board.
 - a. Award of any general employee salary changes; and
 - b. Adherence to all City regulations, policies and procedures regarding designated salary ranges for classification and salary changes resulting from promotion, demotion, reclassification, merit increases or related matters.

C. **Promotion, Transfer and Reassignments.**

1. Nevada Business Services employees who held regular fulltime status in the City's classified service on or before the effective date of the Interlocal Agreement between the City and the County of Clark, executed in February 20, 1980, shall, if so requested in writing, retain the right to return to their former City position as specified by the City of Las Vegas Civil Service Rules.

2. City employees, who, after the effective date of said Agreement, accept a position as administrative staff with the CONSORTIUM or Nevada Business Services, shall, in accepting the appointment, automatically waive any rights of returning to his/her formerly held City position regardless of former employment status or seniority with the City of Las Vegas.

D. **Benefits Administration.**

Except where otherwise mandated by the insuring agent, Nevada Public Employees Retirement System, or other providers of employee benefits programs, or by the U.S. Department of Labor and/or State regulations, Nevada Business Services employees shall enjoy the same benefits as City employees including:

1. Annual Leave,
2. Sick Leave,
3. Family Leave,
4. Special Leave (military, maternity, paternity, bereavement),
5. Paid Holidays,
6. Retirement, and
7. Life and Health Insurance.

E. **Appeals and Grievances.**

Nevada Business Services employees in a position heretofore categorized as being in the classified service of the City shall have by virtue of this Agreement, the same recourse to the City of Las Vegas Civil Service Board as that provided to City employees in the classified service of the City provided that all requirements are met.

F. **Training.**

Upon request, the City shall provide periodic training sessions for designated employees of Nevada Business Services.

PART THREE: PARTICIPANT PAYROLL AND REPORTING SERVICES

A. The City of Las Vegas will provide Nevada Business Services with participant payroll processing services and all of the wage payment information that is necessary for the payer and

timely filing of employee tax reports and the financial reports which are required by regulatory bodies and agencies.

B. The City of Las Vegas will furnish the following reports to Nevada Business Services.

1. Participant payment checks.
2. Weekly Check Register with cumulative information for each participant in alphabetical order on a calendar year basis.
3. Administrative Summary Report showing gross total wages and tax deduction totals by work site for each pay period as well as cumulative for the current year.
4. Quarterly TAX REPORT, with year-to-date and current quarter information.
5. W-2 Statements and Register, with the name and addresses of each participant.
6. Participant Master Data Record.

C. The City of Las Vegas agrees to maintain in its computer data base for on-screen accessibility a record of each participant consisting of the following information, to wit: program funding, identification of the participant's worksite, contract amount, week ending date, wage per hour, date of checks issued to each participant, hours worked and the amount paid to each participant. The screen data, if so requested by Nevada Business Services, will be reduced to a written copy at the termination of each participant's employment.

D. Nevada Business Services will submit all participant time sheets to the City for processing by 12:00 noon on Tuesday of checks ready for pick-up by Nevada Business Services at 9:00 a.m. on Thursday of each week.

PART FOUR: MISCELLANEOUS TERMS AND CONDITIONS

I. Payment For Performance

A. Nevada Business Services shall pay the City the sum of \$19,166.67 per month for the General Administrative Services provided pursuant to this Exhibit "A."

B. Nevada Business Services shall pay for out-of-county travel required of City staff in connection with performance of services provided pursuant to this Exhibit "A."

C. Nevada Business Services will also pay for staff services rendered in either in-house training or personnel-related hearings before any entity other than the City of Las Vegas Civil Service Board. Said payment shall be at the actual rate per hour of the classification of the staff involved.

D. The Accounts Receivable Section of the Department of Finance & Business Services shall be responsible for the issuance of monthly invoices to Nevada Business Services for all general

administrative services performed by the City for Nevada Business Services.

E. The Accounting Operations Division of the City's Department of Finance & Business shall ensure that the timely and accurate billings of the above amount and all other Nevada Business Services accounts with the City as provided elsewhere in this Agreement.

EXHIBIT "B"**Graphic Arts**

I. Upon request, the City shall provide Graphic Arts services to Nevada Business Services.

II. **Scope of Services.**

A. These services shall include, but are not limited to all those services capable of being rendered by the Graphic Arts Division of the City of Las Vegas, such as:

1. Photocopy productions;
2. Miscellaneous printing;
3. Photographic services.

B. **Requests.**

1. Requests for Graphic Arts services shall be made on approved City of Las Vegas requisition forms or in any method acceptable to the Director of General Services.

2. Requests for service shall be made with appropriate advance notice allowing for production scheduling.

III. **Payment For Performance**

Billing memoranda for all Graphic Arts services will be prepared by the Graphic Arts Division and submitted to Nevada Business Services and Accounts Operations Division.

EXHIBIT "C"**Miscellaneous Services****I. Scope of Services.**

The requirements for miscellaneous services such as emerging custodial care, mail runs, postage and warehouse deliveries may occur. The City shall make these services available on an "as needed" basis provided Nevada Business Services provides sufficient advance notice for employee scheduling.

II. Payment For Performance

The Department of General Services shall prepare and forward copies of billing memorandum for the employee time and equipment/supplies usage to the City's Accounting Operations Division. Nevada Business Services shall be invoiced monthly for miscellaneous services at current equipment and employee rates as contained in the City Budget Preparation Manual.

CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

AGENDA & MINUTES

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT**ABEYANCE ITEM****CHILD CARE FACILITY APPLICATION**

(Approved by the Child Care Licensing Board on January 13, 1999)

FAMILY HOME - New

14

KIMBERLY SIMPSON

905 Greenbank Street

5 children days/1 before & after school

CHILD CARE FACILITY APPLICATION

(Approved by the Child Care Licensing Board on February 10, 1999)

CHILD CARE CENTER - New

15

HOUSEHOLD PLAYHOUSE

10100 Banbury Cross Drive

152 children days

On-Site Center/Nursery/Preschool Area
Manager: Richard D. Garceau**McDONALD - Motion to bring forward and STRIKE items 14 and 76 - UNANIMOUS**

There was no discussion.

(10:44 - 10:45)

1-384**McDONALD - Motion to APPROVE:****Items 5 through 13****Items 15 through 42****Items 44 through 63****- carried UNANIMOUSLY****Items 3 and 4: APPROVED under separate action**
(see individual items)**Item 14: STRICKEN under separate action**
(see individual item)**Item 43: APPROVED under separate action**
(see individual item)

There was no related discussion.

(10:45 - 10:46)

1-452**SPECIAL EVENT LIQUOR LICENSE**

16

JUNIOR MESQUITE CLUBLocation: Las Vegas Institute for Advanced
Dental Studies
9501 Hillwood Drive

Date: March 13, 1999

Type: Special Event General

Responsible Person in Charge: Lisa Haskell

APPROVED - see above Item No. 15

CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENTLIQUOR - New

PACKAGE LICENSE

- 17 THRIFTY PAYLESS, INC.
dba
RITE AID #6240
10 North Eastern Avenue

Charles R. Kibler, Pres
Frank M. Bergonzi, EVP
Elliot S. Gerson, Dir, SVP, Asst Secy
Joseph S. Speaker, VP, Treas
I. Lawrence Gelman, VP, Secy
James E. Krahulec, Dir, VP
Robert B. Strop, District Mgr

Subject to the provisions of the Health
Department regulations

LIQUOR - Change of Ownership/Change of Business Name

BEER/WINE/COOLER ON-SALE LICENSE

- 18 From: Vegas Eagle, Inc.
dba
Ginza Restaurant

Motoyuki Takita, Dir, Pres, and Kazue
Takita, Dir, Secy, Treas, 100% jointly as
husband and wife

TO: EXPERT & SPECIALTY,
INCORPORATED

dba
OCEAN FOREST
1000 East Sahara Avenue, Suite C

Ken Suzuki, Dir, Pres, Secy, Treas, 100%

McDONALD - Motion to APPROVE:

Items 5 through 13

Items 15 through 42

Items 44 through 63

- carried UNANIMOUSLY

Items 3 and 4:

APPROVED under separate action
(see individual items)

Item 14:

STRICKEN under separate action
(see individual item)

Item 43:

APPROVED under separate action
(see individual item)

There was no related discussion.

(10:45 - 10:46)

1-452

APPROVED - see above

CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**DEPARTMENT OF FINANCE & BUSINESS
SERVICES - CONSENT**LIQUOR - Change of Location

TAVERN LICENSE

19 GARY L. WESTON
dba
THE BANK CLUB

From: 1930 Fremont Street

TO: 2025 East Charleston Boulevard

Gary L. Weston, 100%

Subject to the provisions of the planning and fire
codes and Health Department regulations**McDONALD - Motion to APPROVE:****Items 5 through 13****Items 15 through 42****Items 44 through 63****- carried UNANIMOUSLY****Items 3 and 4:****APPROVED under separate action**
(see individual items)**Item 14:****STRICKEN under separate action**
(see individual item)**Item 43:****APPROVED under separate action**
(see individual item)

There was no related discussion.

(10:45 - 10:46)

1-452LIQUOR - Approval of Manager

TAVERN LICENSE

20 THE BADLANDS GOLF CLUB, INC.
dba
THE BADLANDS GOLF CLUB
9119 Alta Drive

Leon M. Williams, Mgr

APPROVED - see above

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

AGENDA & MINUTES

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENTLIQUOR - Request to Allow Another Business on Premises

21

RANCH LIQUORS, INC.
dba
UKULELE LOUNGE
620 North Las Vegas Boulevard

Requests approval for

MARC EDWIN THOMAS AND ROBERT STEEVER
dba
BOOGALOO'S RESTAURANT

Marc E. Thomas, 50%
Robert Steever, 50%

McDONALD - Motion to APPROVE:**Items 5 through 13****Items 15 through 42****Items 44 through 63****- carried UNANIMOUSLY****Items 3 and 4:****APPROVED under separate action**
(see individual items)**Item 14:****STRICKEN under separate action**
(see individual item)**Item 43:****APPROVED under separate action**
(see individual item)

There was no related discussion.

(10:45 - 10:46)

1-452GAMING - New

SLOT OPERATOR SPACE LEASE LOCATION
RESTRICTED GAMING: 15 slots

22

CARDIVAN COMPANY
db at
RITE AID #6240
10 North Eastern Avenue

Approved by the Nevada Gaming Commission
on November 19, 1998

APPROVED - see above

CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT**INDEPENDENT MASSAGE THERAPIST - New

23

ROXANN HAWTHORNE
dba
BODY AND SOUL MASSAGE THERAPY
3425 East Russell Road, #141

Lacretia R. Hawthorne, 100%

McDONALD - Motion to APPROVE:

Items 5 through 13

Items 15 through 42

Items 44 through 63

- carried **UNANIMOUSLY**

Items 3 and 4:

APPROVED under separate action
(see individual items)

Item 14:

STRICKEN under separate action
(see individual item)

Item 43:

APPROVED under separate action
(see individual item)

There was no related discussion.

(10:45 - 10:46)

1-452INDEPENDENT MASSAGE THERAPIST - New

24

JIMMY L. HALSELL
dba
JIMMY L. HALSELL
2550 South Rainbow Boulevard, Suite E23

Jimmy L. Halsell, 100%

APPROVED - see aboveINDEPENDENT MASSAGE THERAPIST - New

25

DEBRA SILL
dba
DEBRA SILL
8125 Redskin Circle

Debra J. Sill, 100%

APPROVED - see above

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENTINDEPENDENT MASSAGE THERAPIST -
Change of Location

26

SACHIE H. OHIA

dba

OHIA LOTUS MASSAGE

From: 3742 East Tropicana Avenue, Suite 1

TO: 5015 West Sahara Avenue, Suite 125

Sachie H. Ohia, 100%

McDONALD - Motion to APPROVE:**Items 5 through 13****Items 15 through 42****Items 44 through 63****- carried UNANIMOUSLY****Items 3 and 4:****APPROVED under separate action**
(see individual items)**Item 14:****STRICKEN under separate action**
(see individual item)**Item 43:****APPROVED under separate action**
(see individual item)

There was no related discussion.

(10:45 - 10:46)

1-452

SECONDHAND DEALER LICENSE - New

CLASS III-B

27

AURA N. REVOLORIO-MEJIA

dba

INDUSTRIAL PALLETS

1400 Industrial Road, #D

Aura N. Revolorio-Mejia, 100%

APPROVED - see aboveSECONDHAND DEALER LICENSE - Change of
Location

CLASS III-B

28

HANG & QUANG

dba

H & Q RECYCLED STEREOS

From: 4251 West Sahara Avenue, Suite A

TO: 2122 East Charleston Boulevard

Hoan C. Hang, 50%

Quan X. Quang, 50%

Subject to the provisions of the planning codes

APPROVED - see above

CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**DEPARTMENT OF GENERAL SERVICES -
CONSENT**AWARD OF BIDS/REJECTIONS/RENEWALS/
TERMINATIONS

29

Rejection of bid and award of bid number 990043, 1999 combination sewer cleaner truck - Department of Public Works

Award recommended to: HAAKER EQUIPMENT CO. (\$235,520)

McDONALD - Motion to APPROVE:**Items 5 through 13****Items 15 through 42****Items 44 through 63****- carried UNANIMOUSLY****Items 3 and 4:****APPROVED under separate action**
(see individual items)**Item 14:****STRICKEN under separate action**
(see individual item)**Item 43:****APPROVED under separate action**
(see individual item)

There was no related discussion.

(10:45 - 10:46)

1-452

30

Award of bid number 990047, annual requirements contract for wood products - Department of General Services

Award recommended to: A.C. HOUSTON LUMBER CO. (\$100,000)

APPROVED - see above

31

Rejection of bid and award of bid number 990036, annual requirements contract for medical supplies - Department of General Services

Award recommended to: VARIOUS SUPPLIERS
(Estimated aggregate annual amount of \$100,000)

APPROVED - see above

32

Request for assignment of annual requirements contract for graphic arts supplies from Bell Industries to Prime Source Corporation - Department of General Services

Award recommended to: PRIME SOURCE CORPORATION

APPROVED - see above

CITY COUNCIL

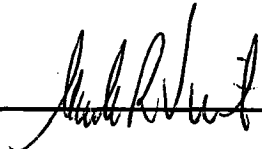
MEETING OF
February 22, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:


 Mark Vincent, Acting Director
 General Services Department

**SUBJECT: REJECTION OF BID AND AWARD OF BID NUMBER 990043, 1999 COMBINATION SEWER
 CLEANER TRUCK**
PURPOSE/BACKGROUND

This request will provide for the purchase of one 1999 combination sewer cleaner truck to be used by the Streets and Sanitation Division for sewer line cleaning.

The apparent low bidder, Pacific Utility Equipment Co. took several exceptions to the technical specifications. The requesting department has determined that these exceptions are material in nature; therefore staff recommends rejection of their bid.

The initiating department is Public Works.

BID ABSTRACT SUMMARY

Pacific Utility Equipment Co.	Salt Lake City, UT	\$212,222*
Haaker Equipment Co.	Pomona, CA	\$235,520
Balar Equipment Corporation	Phoenix, AZ	\$236,468

*Recommended for rejection

FISCAL IMPACT

Funds are available in the City Equipment Acquisition Fund.

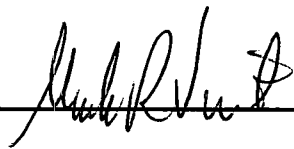
RECOMMENDATIONS

That the City Council reject the bid of Pacific Utility Co. and approve the award of Bid Number 990043, 1999 Combination Sewer Cleaner Truck, to Haaker Equipment Co., in the amount of \$235,520.

PREPARED BY

Anthony Green

AGENDA ITEM

CITY COUNCILMEETING OF
February 22, 1999**AGENDA DOCUMENTATION****TO:****CITY COUNCIL****FROM:**

 Mark Vincent, Acting Director
 General Services Department

SUBJECT: AWARD OF BID NUMBER 990047, ANNUAL REQUIREMENTS CONTRACT FOR WOOD PRODUCTS
PURPOSE/BACKGROUND

This request provides for an annual requirements contract for wood products for use by various City of Las Vegas Departments, for the period from date of award through March 31, 2000, with four (4) one-year options to renew.

For bid evaluation purposes the proposal was structured to reflect the unit price of one each for each line item.

The initiating department is General Services.

BID ABSTRACT SUMMARY

A.C. Houston Lumber Co.	\$1575.42
Home Depot	\$1626.06
Payless Cashway	\$1752.15

FISCAL IMPACT

Funds are available in Various Departmental Funds.

RECOMMENDATIONS

That the City Council approve the award of Bid Number 990047, Annual Requirements Contract for Wood Products, to A.C. Houston Lumber Co., for the period from date of award through March 31, 2000, with four (4) one-year options to renew, in the estimated annual amount of \$100,000.

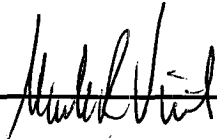
PREPARED BY

Ken Falline

AGENDA ITEM

CITY COUNCILMEETING OF
February 22, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:
Mark Vincent, Acting Director
General Services Department**SUBJECT: REJECTION OF BID AND AWARD OF NUMBER 990036, ANNUAL REQUIREMENTS
CONTRACT FOR MEDICAL SUPPLIES****PURPOSE/BACKGROUND**

On November 23, 1998, the City Council approved a change in policy allowing the Fire Services Department to perform medical transport of patients. This request will provide for an annual requirements contract for medical supplies to stock city ambulances used by the Fire Services Department. The period of this contract will be from date of award through December 31, 1999, with four (4) one-year options to renew.

Ambu failed to bid all items in Lot III as required by General Conditions, paragraph 20, Award of Bid. This deviation is considered material in nature; therefore staff recommends rejection of their bid as non-responsive.

The initiating department is General Services.

BID ABSTRACT SUMMARY

See attached bid abstract

FISCAL IMPACT

Funds are available in the Internal Service Fund.

RECOMMENDATIONS

That the City Council reject the bid of Ambu for Lot III and approve the award of bid number 990036, Annual Requirements Contract for Medical Supplies, Lots I, III and VII, to Promedix Inc.; Lots II and V to Emergency Medical Products; Lot IV to Life Assist; and Lot VI to C.D. Smith Co., for the period from date of award through December 31, 1999, with four (4) one-year options to renew. The estimated aggregate annual amount of award is \$100,000.

PREPARED BY

Anthony Green

AGENDA ITEM

BID TITLE: Medical Supplies BID BOND REQD: No BID #: 990036-TG BID OPENED: January 22, 1999 EST \$: INV. SENT: BUYER: Tony Green		VENDOR #1 NAME: Promedix Inc. ADDRESS: 6760 9th Ave ADDRESS: Sacramento, CA 95820 PHONE #916-537-7251 CLV BUS LIC:	VENDOR #2 NAME: Emergency Medical Prod. ADDRESS: 1711 Paramount Ct. ADDRESS: Waukegan, WI 53186 PHONE #: 800-558-6270 CLV BUS LIC:	VENDOR #3 NAME: Life Assist ADDRESS: 11277 Sunrise Park Dr. ADDRESS: Rancho Cordova, CA 95742 PHONE #: 800-824-6016 CLV BUS LIC:	VENDOR #4 NAME: C.D. Smith Co. ADDRESS: 3111 S. Valley View ADDRESS: Las Vegas, NV 89102 PHONE #: 871-1877 CLV BUS LIC:	VENDOR #5 NAME: National Podiatric Medical ADDRESS: 3909 Renate Drive ADDRESS: Las Vegas, NV 89103 PHONE #: 800-634-3133 CLV BUS LIC:

LINE ITEM	DESCRIPTION	EXTENDED PRICE	EXTENDED PRICE	EXTENDED PRICE	EXTENDED PRICE	EXTENDED PRICE
	Lot I Airway Oxygen Supplies					
	TOTAL FOR LOT I	\$ 5,751.00	\$ 6,670.65	\$ 6,006.30	\$ 7,658.40	No Bid
	Lot II Intravenous Medication Supplies					
	TOTAL FOR LOT II	\$ 4,088.30	\$ 3,792.47	\$ 4,397.55	\$ 4,064.21	\$ 133,225.00
	Lot III Immobilization Supplies					
	TOTAL FOR LOT III	\$ 2,634.05	\$ 2,682.60	\$ 27,093.90	\$ 3,727.00	No Bid
	Lot IV Universal Precaution Supplies					
	TOTAL FOR LOT IV	\$ 9,142.36	\$ 7,897.25	\$ 7,638.00	\$ 12,093.05	No Bid
	Lot V Miscellaneous Medical Supplies					
	TOTAL FOR LOT V	\$ 13,754.85	\$ 12,256.76	\$ 18,203.85	\$ 27,812.45	\$ 79,980.00
	Lot VI Gloves No Substitutes					
	TOTAL FOR LOT VI	\$ 33,456.00	\$ 26,382.00	\$ 28,840.00	\$ 19,113.60	No Bid
	Lot VII Patient Assessment Supplies					
	TOTAL FOR LOT VII	\$ 4,095.02	\$ 6,678.16	\$ 7,157.15	\$ 8,266.95	\$ 15,398.50
	Acknowledge of Addendum #1	Yes	Yes	Yes	Yes	Yes
	No Bids: Laerdal, Allied Supply, Zoll, ATD American Co., Lab Safety, Armstrong Medical, Complete Ware, Red Line	Approve recommendation of award to low bidder: Yes ☒ No ☐ Dept/Div Signature <i>J. Prude</i> Date <i>2-8-99</i>				

BID TITLE: Medical Supplies BID BOND REQD: No BID #: 990036-TG BID OPENED: January 22, 1999 EST \$: INV. SENT: BUYER: Tony Green		VENDOR #6 NAME: Ambu ADDRESS: 611 N Hammonds ADDRESS: Linthicum, MD 21090 PHONE #800-262-8462 CLV BUS LIC:	VENDOR #7 NAME: ADCO ADDRESS: 1111 Mary Crest Rd. ADDRESS: Henderson, NV 89014 PHONE #: 1-702-558-8979 CLV BUS LIC:	VENDOR #8 NAME: Bound Trees A ADDRESS: 2465 S. Industrial Park ADDRESS: Tempe, AZ 85282 PHONE #: 800-533-0523 CLV BUS LIC:	VENDOR #9 NAME: Moore Medical ADDRESS: 389 John Downey Dr. ADDRESS: New Britain Ct. 06050 PHONE #: 800-234-1464 CLV BUS LIC:	VENDOR #10 NAME: United Health Supplies ADDRESS: P O Box 33958 ADDRESS: Las Vegas, NV 89133 PHONE #: 800-201-0806 CLV BUS LIC:
LINE ITEM	DESCRIPTION	EXTENDED PRICE	EXTENDED PRICE	EXTENDED PRICE	EXTENDED PRICE	EXTENDED PRICE
	Lot I Airway Oxygen Supplies					
	TOTAL FOR LOT I	No Bid	No Bid	\$ 6,489.40	\$ 6,458.40	\$ 4,792.45
	Lot II Intravenous Medication Supplies					
	TOTAL FOR FOR II	No Bid	No Bid	\$ 4,584.00	No Bid	No Bid
	Lot III Immobilization Supplies					
	TOTAL FOR LOT III	\$1,100.00 Rejected	No Bid	\$ 3,076.95	\$ 3,234.25	No Bid
	Lot IV Universal Precaution Supplies					
	TOTAL FOR LOT IV	No Bid	No Bid	\$ 11,696.30	No Bid	\$ 8,767.75
	Lot V Miscellaneous Medical Supplies					
	TOTAL FOR LOT V	No Bid	No Bid	No Bid	No Bid	No Bid
	Lot VI Gloves No Substitutes					
	TOTAL FOR LOT VI	No Bid	No Bid	\$ 30,676.00	\$ 28,232.00	\$ 28,778.00
	Lot VII Patient Assessment Supplies					
	TOTAL FOR LOT VII	No Bid	\$ 7,168.47	\$ 7,422.80	\$ 4,898.83	\$ 5,481.10
	Acknowledge of Addendum #1	No	No	Yes	No	Yes
	No Bids: Laerdal, Allied Supply, Zoll, ATD American Co., Lab Safety, Armstrong Medical, Complete Ware, Red Line					

Approve recommendation of award to low bidder: Yes ☒ No ☐

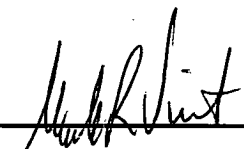
Dep/Div Signature

Date

2-8-99

CITY COUNCILMEETING OF
February 22, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:
Mark Vincent, Acting Director
General Services Department**SUBJECT: REQUEST FOR ASSIGNMENT OF BID NUMBER 98.AUG.03, ANNUAL CONTRACT FOR GRAPHIC ARTS SUPPLIES****PURPOSE/BACKGROUND**

On October 13, 1997, City Council entered into an annual requirements contract with Bell Industries for the period from October 13, 1997 through October 31, 1998, with three (3) one year options to renew.

The contract vendor, Bell Industries, has requested assignment of the award in full to Prime Source Corporation, as a result of selling their company to Prime Source Corporation.

Prime Source Corporation has agreed to accept the assignment of the annual requirements contract and agrees to be bound by all the terms, conditions and perform all duties of Bell Industries as specified in the contract.

The initiating department is General Services.

FISCAL IMPACT

None by this action

RECOMMENDATIONS

That the City Council approve the requested assignment of Bid Number 98.AUG.03, Annual Contract for Graphic Arts Supplies, to Prime Source Corporation.

PREPARED BY

Teresa Bowman

ASSIGNMENT, ACCEPTANCE OF ASSIGNMENT,
AND CONSENT TO ASSIGNMENT

ASSIGNMENT

Bell Industries hereby assigns and transfers all its rights in and delegates all its duties under Bid Number #98.AUG.03-LED, Annual Contract for Graphic Arts Supplies, Items 1, 20 and 22 of Lot VI, hereinafter called "the Contract" awarded by the City Council on October 13, 1997, between Bell Industries and the City of Las Vegas, a political subdivision of the State of Nevada, to Prime Source Corporation, effective as of February 1, 1999.

By Phil T. Brund manager
Name and Title

ACCEPTANCE OF ASSIGNMENT

Prime Source Corporation hereby accepts the above assignment and agrees to be bound by all the terms and conditions of the contract and perform all duties of Bid #98.AUG.03-LED as listed under the Contract.

By Phil T. Brund manager
Name and Title

CONSENT TO ASSIGNMENT

Pursuant to NRS 332.095, the City Council of the City of Las Vegas, a political subdivision of the State of Nevada, hereby consents to the above assignment.

DATED this 22nd day of February 1999.

CITY COUNCIL
CITY OF LAS VEGAS
By Jan Lavery Jones
Jan Lavery Jones, Mayor

Attest:

Barbara Jo Ronemus
Barbara Jo Ronemus, City Clerk

Approved as to form:

Robert S. Jones 3-23-99
Date

CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

AGENDA & MINUTES

Page 17

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

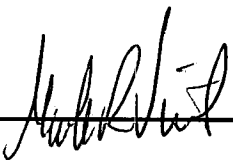
ITEM

ACTION

DEPARTMENT OF GENERAL SERVICES - CONSENT			ACTION
PURCHASE	ORDER	APPROVALS/ SUPPLEMENTS	
33	Purchase order approval for the purchase of Microsoft premier support - Department of Information Technologies		McDONALD - Motion to APPROVE: Items 5 through 13 Items 15 through 42 Items 44 through 63 - carried UNANIMOUSLY
	Award recommended to:	MICROSOFT CORPORATION (\$187,460)	Items 3 and 4: APPROVED under separate action (see individual items) Item 14: STRICKEN under separate action (see individual item) Item 43: APPROVED under separate action (see individual item) *****
			There was no related discussion. (10:45 - 10:46) 1-452
34	Revision Number One to purchase order 202396, lease of system software for Unisys A12 and A6 computers - Department of Information Technologies		APPROVED - see above
	Award recommended to:	UNISYS CORPORATION (Estimated amount \$186,863)	
35	Revision Number One to purchase order 202925, annual contract for traffic masts & poles, various signal assemblies and replacement parts - Department of Public Works		APPROVED - see above
	Award recommended to:	GRAYBAR ELECTRIC (Estimated annual amount \$120,693.52)	
36	Revision Number One to purchase order 202441, annual requirements contract for fire protection clothing - Department of Fire Services		APPROVED - see above
	Award recommended to:	FIRST IN, INC. (\$65,000)	

CITY COUNCIL**MEETING OF**
February 22, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:
Mark Vincent, Acting Director
General Services Department**SUBJECT: PURCHASE ORDER APPROVAL FOR THE PURCHASE OF MICROSOFT PREMIER SUPPORT****PURPOSE/BACKGROUND**

This request will provide for the purchase of Microsoft Premier Support, which will provide the City of Las Vegas unlimited access to the Microsoft service desk, on-site visits for orientation and planning, technical services and support of Microsoft software. This order will be issued to Microsoft Corporation, for the period from date of award through March 31, 2002, in the annual amounts of \$51,500 for the first year, \$61,800 for the second year and \$74,160 for the third year.

This requirement is exempt from the competitive bidding process pursuant to NRS 332.115 1(a), items which may only be contracted from a sole source.

The initiating department is Information Technologies.

FISCAL IMPACT

Funds are available in the Computer Maintenance Fund.

RECOMMENDATIONS

That the City Council approve the issuance of a purchase order for the purchase of Microsoft Premier Support, to Microsoft Corporation, NJ, for the period from date of award through March 31, 2002, in the annual amounts of \$51,500 for the first year, \$61,800 for the second year and \$74,160 for the third year.

PREPARED BY

Lloyd E. Davis

AGENDA ITEM

33

Premier Support Contract Number: 4125807**MICROSOFT PREMIER SUPPORT SERVICES DESCRIPTION**

This Premier Support Services Description ("Services Description") is entered into as of 5/25/99 ("Effective Date") between Microsoft Corporation ("Microsoft") and City of Las Vegas ("Customer"). This Services Description is an attachment to the Microsoft Master Services Agreement (Agreement), number 99-00953 and is subject to all of the terms and conditions of that Agreement. The term of this Services Description is twelve (12) months from the Effective Date.

The term of the multi-year Premier Support Service for Customer is three (3) years, and shall terminate on 5/24/2002. Your Technical Account Manager (TAM) will provide a description of the then-current base Premier Support Service at the beginning of year two (2) and year three (3), each of which shall have a term of twelve (12) months.

1. OVERVIEW. This Services Description describes the specific areas of service, responsibilities, fees, and terms associated with Premier Support. Prerequisites and assumptions associated with providing these services are also included. Premier Support focuses on the following key areas of service:

- **Account Management** from an assigned Technical Account Manager ("TAM") to build and maintain technical relationships with Customer's key management and support staff and ensure each element of Premier Support meets Customer's business requirements.
- **Proactive Services** to help prevent problems and increase system availability.
- **Information Services** to equip Customer's staff with the latest knowledge on Microsoft products to enhance Customer's in-house support capabilities.
- **Technical Support** providing Customer staff round-the-clock access to Microsoft engineers for rapid resolution of complex problems.

2. PREREQUISITES AND ASSUMPTIONS. This Services Description is based upon the following Prerequisites and Assumptions:

- Except where specifically noted, all services will be provided remotely from Microsoft to customer locations in the United States and Canada. Where onsite visits are mutually agreed, Customer will be billed for reasonable travel and living expenses. In addition, all services will be provided in the English language unless otherwise agreed to by Customer and Microsoft in writing.
- The Supported Products under this Services Description encompass United States and French Canadian versions of released Microsoft products except those listed at [//support.microsoft.com/support/supportnet/suppobsolence.asp](http://support.microsoft.com/support/supportnet/suppobsolence.asp) in the Discontinued Products List. Overall incident resolution time for non-United States products may be longer to enable escalation to Microsoft subsidiaries outside of North America.
- A list of specific products eligible for pre-release support will be posted on the Premier ServiceDesk. The availability of support services for those pre-release products may vary, including limits on the hours or days of the week during which support is available.

3. MICROSOFT RESPONSIBILITIES. Microsoft will provide the following Premier Support services:

3.1 Account Management. Account Management services are delivered by the TAM and are intended to help coordinate and streamline the support relationship. The TAM is Customer's advocate within Microsoft and facilitates a team that provides proactive services, technical support, and information services. The TAM also serves as the point of information delivery and customer feedback to the product groups, quality and testing labs, research and development, and other Microsoft groups. Customer should plan for the utilization of Account Management time to ensure sufficient TAM availability for Proactive Services.

- a. **Orientation and Planning Session.** At the commencement of this Services Description, an Orientation and Planning session will be conducted with Customer management and staff to discuss the services available, gather input, and jointly develop a Service Delivery Plan. This meeting will be held via teleconference unless an onsite visit has been purchased.
- b. **Escalation Management.** Incidents that require escalation to Microsoft technical and management resources will be closely managed to expedite resolution. It is important that Customer also provide an internal escalation process to facilitate communication between management levels in Microsoft and Customer as appropriate.
- c. **Service Delivery Plan.** The Service Delivery Plan will represent a roadmap for using Premier Support services during the year. Components of the plan may include high-level objectives, overview of major projects, key satisfaction drivers, resource requirements, and a schedule of planned activities.
- d. **Status Meetings and Reporting.** On a regular basis, a status report will be prepared which will summarize services delivered during the previous period and assess progress against the Service Delivery Plan. Status meetings will be conducted to discuss

service activities, review and/or modify the service delivery plan, monitor Customer satisfaction levels, and discuss actions required. These meetings will be held via teleconference unless otherwise agreed.

3.2 Proactive Services. Proactive Services help Customer in planning and preparing for effective systems management and operations. Customer should plan for the utilization of Proactive Services to ensure sufficient TAM availability for Account Management activities. Proactive Services can include the following:

- a. Support Consulting. Microsoft can provide support consulting to identify and help prevent common support issues to decrease the likelihood of system outages and reduce total costs.
- b. Supportability Reviews. Microsoft can conduct supportability reviews to provide a systems assurance review of a plan for a specific system implementation, migration, or upgrade and may provide recommendations for a more stable and supportable environment. Each review is individually scoped and estimated prior to scheduling resources, and a written report is produced to document the review results. In order for Microsoft to complete a review during the term of this Services Description, applicable data must be submitted to Microsoft no later than 60 days prior to expiration.

3.3 Information Services. Information Services provide technical information about Microsoft products and support tools that enable Customer to implement and operate Microsoft products in an efficient and effective manner.

- a. Premier ServiceDesk.¹ The Premier ServiceDesk is a secured website that contains the following information resources:
 - Regularly updated Product Newsflashes documenting the key support and operational information about Microsoft products.
 - Critical Problem Alerts notifying Customer in advance of potentially high-impact problems.
 - Web Response tool for submitting and checking status on support incidents.
 - Microsoft KnowledgeBase of technical articles and troubleshooting tools and guides used by Microsoft support engineers.
- b. Participation in Expert Roundtables. Expert Roundtables are regularly scheduled teleconference discussions led by Microsoft program managers, developers and engineers covering key areas of Microsoft technology.
- c. Microsoft TechNet Subscription. A single server license of TechNet provides a comprehensive information resource distributed on CD-ROM that includes 300,000 pages of technical documentation, Resource Kits, and Service Packs.
- d. Microsoft Developer Network Subscription. A Universal Edition - single user license of the Microsoft Developer Network provides an extensive collection of programming information, development toolkits, and sample code library delivered on CD-ROM.

3.4 Technical Support. Premier Support includes problem resolution services for technical issues involving Microsoft products.

- a. Incident Submission and Resolution. An "incident" is defined as a single support issue and the reasonable effort(s) needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate problems. If a problem consists of subordinate problems; each subordinate problem shall be considered a separate incident. Before Microsoft provides support for an incident, Customer and Microsoft's support engineer(s) must agree on what the problem is and the parameters for an acceptable solution. An incident may require multiple telephone calls and off-line research to achieve final resolution.

Customer will have preferred access to Microsoft support engineers 24 hours a day, 7 days a week. Incidents may be submitted via telephone or electronically through the Premier ServiceDesk by the Customer Support Manager ("CSM") and designated Customer Contacts. The incident severity will determine the response levels within Microsoft and the estimated engineer response times are defined in the following table:

Severity	Definition	Estimated Initial Response Time
A	• System, Network, Server, or Critical Application down situation severely impacting customer production and/or profitability • High-impact problem in which production, operations, or development are proceeding but impacted to the extent that production and/or profitability will be severely impacted within several days	Immediate
B	• High-impact problem where production is proceeding, but in a significantly impaired fashion • Time sensitive issue important to long-term productivity that is not causing an immediate work stoppage	Immediate - 2 hours
C	• Important issue which does not have significant current productivity impact for the customer	Immediate - 4 hours

¹ The current minimum requirements for accessing the Premier ServiceDesk include Internet Explorer 3.x or later (or Netscape Communicator 3.x or later), enabling the SSL port (443) if connecting from behind a firewall, SSL2.0 or 3.0, and enabling cookies. These requirements are subject to change at any time.

Severity	Definition	Estimated Initial Response Time
D	• Issue requires no further action beyond monitoring for follow-up if needed	N/A

- b. Quick Fix Engineering. In situations where Microsoft cannot provide a satisfactory resolution to Customer's critical problem through normal support methods, Microsoft may engage its product development team to create a hotfix to the Microsoft product. Hotfixes are designed to address a specific Customer situation and may not be distributed outside the Customer organization without written consent from Microsoft. Hotfixes are not regression tested, although collections of hotfixes are periodically made available through rigorously tested Service Packs.
- c. Remote Dial-In. At Customer's request, Microsoft will access Customer's system via remote dial-in to analyze problems. This is done with Customer's permission only, and Microsoft personnel will access only those systems authorized by Customer. Microsoft may provide Customer with software to assist with problem diagnosis and/or resolution. Such software is the property of Microsoft and will be returned to Microsoft promptly upon request.
- d. Multivendor Coordination. Microsoft will work with your other key vendors to resolve problems in a heterogeneous environment. When problems reported on Microsoft products involve interactions with other vendors' products and Customer has a support agreement with that vendor, Microsoft will share diagnostic information and collaborate to provide a solution.
- e. Onsite Emergency Support. In critical situations, Customer may request onsite emergency support as a separate and distinct billable service. Onsite emergency support is subject to Microsoft resource availability, and the tasks performed will vary based on the situation, environment, and business impact of the problem.

4. **CUSTOMER RESPONSIBILITIES.** This section describes the roles and responsibilities required by Customer. Microsoft's performance is predicated upon the following responsibilities being fulfilled by Customer in accordance with this Services Description.

- Customer will designate a Customer Support Manager (based in the United States or Canada) who will be responsible for leading the Customer team and will manage all Customer activities, tasks, and responsibilities associated with this Services Description.
- Customer will work with Microsoft to plan for the utilization of Account Management and Proactive Services based upon the service level purchased and will provide feedback to the TAM on a regular basis.
- Customer can designate four Named Contacts (including CSM) and each will be supplied with an individual account number.
- Customer may identify two types of Group Contacts as follows:
 - One type with shared account IDs that provide access to the ServiceDesk for information content and the ability to submit incidents via web or telephone.
 - One type with shared account IDs that provide access to the ServiceDesk for information content only.
- The CSM will manage Customer's process for submitting incidents to Microsoft and is responsible for establishing a process within Customer's organization for controlling the submission of incidents. Customer is responsible for setting the initial severity (A through C for new issues) and can request a change in severity at any time. The table below identifies severities that may be assigned to an incident and Customer responsibilities at each level:

Severity	Customer should be prepared to:
Severity A	• Commit appropriate resources to be available to provide additional information within one day of Microsoft's request • Make reasonable efforts to apply suggested solutions within a half day of receipt
Severity B	• Begin the process required to provide additional information to resolve the problem within one day of Microsoft's request • Make reasonable efforts to apply the solution provided by Microsoft within one day of receipt
Severity C	• Monitor and respond as necessary
Severity D	• Monitor as necessary

- Customer may be asked to perform problem determination activities as suggested by Microsoft. Problem determination activities may include performing network traces, capturing error messages, and collecting configuration information. Customer may also be requested to perform problem resolution activities including changing product configurations, installing new versions of software or new components, or modifying processes.
- Customer is responsible for implementing procedures necessary to safeguard the integrity and security of software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures. Microsoft may be able to assist in reconstructing data files in the absence of sound backup procedures, but results cannot be guaranteed and these activities will be considered a separate and distinct billable service.

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5. PREMIER SUPPORT FEES. Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description and payable within 30 days. Prior to initiating service, Microsoft must be in receipt of a purchase order, check, or other acceptable form of payment.

Service Level	YEAR 1 Description of Services	Year 1 Price (US\$)
☒ Base TAM	- Up to 15% of TAM for Account Management and Proactive Services 1 Microsoft TechNet (single server) subscription 1 Microsoft Developer Network (Universal edition – single user) subscription - Unlimited user access to the Premier ServiceDesk - Up to 100 support incidents 1 TAM site visits (up to 2 days in length)	\$49,100

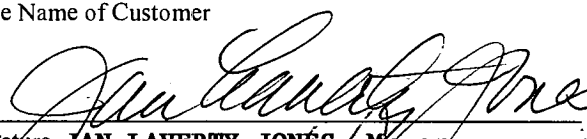
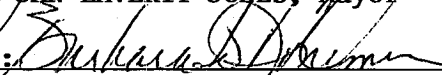
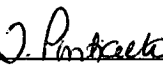
Premier Support Services for year two (2) are provided for the fixed-fee of fifty nine thousand one hundred US dollars (\$59,100 US). This fixed-fee will be invoiced thirty (30) days prior to the start of year two (2), and shall be payable within thirty (30) days of receipt.

Premier Support Services for year three (3) are provided for the fixed-fee of seventy thousand nine hundred twenty US dollars (\$70,920.00 US). This fixed-fee will be invoiced thirty (30) days prior to the start of year three (3), and shall be payable within thirty (30) days of receipt. As an exception to the foregoing, Customer shall be billed the prevailing Microsoft Premier Support rate, should prices either not increase, or not increase greater than the twenty (20) per cent projected in the fixed-fee amount.

Customer may request changes or additions to this Services Description at any time. Additional services will be invoiced at the prevailing price at the time services are rendered or upon acceptance of an addendum to this Services Description. The following additional Premier Support services are available:

- Incidents
- On-Site Visits (for example, Orientation and Planning Session, status meetings)
- Proactive Services

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Services Description as indicated below.

MICROSOFT CORPORATION		CITY OF LAS VEGAS	
By: 		Corporate Name of Customer	
Signature		Signature: 	
Name: Neil Leslie		Signature: JAN LAVERTY JONES, Mayor	
Title: Regional Manager, Premier Support		ATTEST by: 	
Date: 6/1/99		~~XXXXXX~~ BARBARA JO RONEBUS, City Clerk	
		Approved as to Form:  5/7/99	
		~~XXXX~~ Date	
		Council: 2-22-99	
		Date	

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Microsoft and Customer Contacts:

Customer Name: City of Las Vegas

Contacts for questions and notices about this Service Description:

Microsoft	Customer
Name: Debbie Russell	Name: City of Las Vegas
Address:	Address:
One Microsoft Way	400 Stewart Ave.
Suite BP/8	Las Vegas, NV. 89101
Redmond, WA 98052-6399	
Phone: (425) 704- 4228	Phone: (702) 229-6291
Email: debbie@microsoft.com	Email: www.ci.las-vegas.nv.us
Facsimile: (425) 936-7329	Facsimile: (702) 385-9369

Customer Named Contacts:

Please provide full details for the CSM and each Named Contact. Any subsequent changes to the Named Contacts should be submitted to the TAM by the CSM.

CSM Name: Bob Wood	Named Contact Name: Erin Wells
Address: 400 Stewart Ave.	Address: 400 Stewart Ave.
Las Vegas, NV. 89101	Las Vegas, NV. 89101
Phone: (702) 229-6291	Phone: (702) 229-6291
Email: bwood@ci.las-vegas.nv.us	Email: ewells@ci.las-vegas.nv.us
Facsimile: (702) 385-9369	Facsimile: (702) 385-9369
Named Contact Name: Jay Karvonen	Named Contact Name: David Martin
Address: 400 Stewart Ave.	Address: 400 Stewart Ave.
Las Vegas, NV. 89101	Las Vegas, NV. 89101
Phone: (702) 229-6291	Phone: (702) 229-6291
Email: jkarvonen@ci.las-vegas.nv.us	Email: dmartin@ci.las-vegas.nv.us
Facsimile: (702) 385-9369	Facsimile: (702) 385-9369

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Microsoft Master Services Agreement Number:

99-00953

MICROSOFT MASTER SERVICES AGREEMENT

This Microsoft Master Services Agreement ("Agreement") is made as of the Effective Date indicated below by and between Microsoft Corporation, a Washington corporation, and City of Las Vegas, a Nevada municipal corporation ("Customer").

This Agreement sets forth the general terms and conditions under which Microsoft Corporation, either on its own behalf or through one or more divisions or, for services to be provided outside of the United States, subsidiaries (collectively, "Microsoft"), will provide consulting and support services to Customer and its Affiliates. Microsoft agrees that any of Customer's Affiliates shall have the right (but not the obligation) to submit Work Orders and Services Descriptions to Microsoft under the terms and conditions of this Agreement. All references to "Customer" in this Agreement shall be deemed to include the Affiliate placing the Work Order and/or Services Description. Such Work Orders and Services Descriptions shall be subject to the terms and conditions of this Agreement and as to such Work Orders and Services Descriptions, the Affiliate becomes "Customer" hereunder. "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including, but not limited to, subsidiaries, which directly or indirectly Control, are Controlled by, or are under common Control with Customer. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made, through the ownership of more than fifty percent (50%) of its voting or equity securities, contract, voting trust or otherwise.

1. **CONSULTING SERVICES.** Microsoft, through its Microsoft Consulting Services division ("MCS"), shall perform the consulting services for Customer specified in work orders (each a "Work Order") that may be entered into pursuant to this Agreement from time to time ("Consulting Services"). Neither Microsoft nor Customer shall be obligated to enter into any Work Order. The rights in programs and data produced pursuant to the Consulting Services shall be specified in each Work Order.

2. **PREMIER SUPPORT SERVICES.** Microsoft, through its Enterprise Customer Unit ("ECU"), shall perform the support services for Customer specified in Premier Support Services Description(s) (each a "Services Description") that may be entered into pursuant to this Agreement from time to time ("Premier Support Services," together with the Consulting Services, the "Services"). Neither Microsoft nor Customer shall be obligated to enter into any Services Description. The provision of Premier Support Services shall be subject to the following additional terms and conditions:

a. **Changes in Premier Support Services.** Microsoft reserves the right to change the products supported under a Services Description during the term of the Services Description. Microsoft may discontinue support for a product, provided that Customer will be given six (6) months notice of that discontinuance. As an exception to the foregoing, should support for a product be discontinued by Microsoft because it has been sold to another company, Microsoft will provide written notice of the sale to Customer and, at Microsoft's option and in its sole discretion, either arrange for the acquiring company to begin providing support for that product immediately upon the date of notice, or provide continued support for that product for ninety (90) days from the date of notice. Microsoft may add support for new products during the term of a Services Description pursuant to the terms and conditions of this Agreement.

b. **Right of Refusal.** If Microsoft determines that an implementation of Microsoft products is not effectively supportable, Microsoft may refuse to provide Customer with Premier Support Services for that implementation. If Microsoft makes such a determination, Customer shall have thirty (30) days after Microsoft's notice to modify the implementation so as to make it effectively supportable. If the implementation is not modified to be supportable within thirty (30) days, Microsoft will no longer be obligated to support that implementation.

c. **Ownership and License.** Customer's use of any bug fixes, workarounds, patches, beta fixes and beta builds (as applicable) or other software that Microsoft provides to Customer in the course of the provision of Premier Support Services (collectively, the "ECU Software") shall be in accordance with the terms of the end user license agreement or other license agreement governing the Microsoft product for which the ECU Software is furnished. If not provided for a specific Microsoft product, Customer's use shall be in accordance with the terms of the end user license agreement packaged with such ECU Software, and/or any other terms expressly set forth by Microsoft in writing; provided that if such ECU Software is not packaged with a license agreement then such ECU Software will be subject to the following restrictions: (i) the ECU Software may not be reverse engineered, decompiled or disassembled, except to the extent the foregoing restriction is expressly forbidden by applicable law; (ii) the ECU Software may not be loaned, sold, rented, leased, transferred or otherwise distributed to another user; (iii) Microsoft may terminate Customer's use of the ECU Software if Customer fails to comply with the terms and conditions of these restrictions; (iv) **the ECU Software is provided "As-Is", without warranty of any kind;** and (v) the ECU Software and any documentation accompanying it are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252-227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software—Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA. 98052-6399. All rights not expressly granted are reserved.

d. **Licensed Product.** Microsoft will provide Premier Support Services only for products published by Microsoft Corporation, validly licensed and unaltered.

3. **FEES.** Customer shall pay Microsoft the fees identified on each Work Order and/or Services Description for Services rendered, and the reasonable out-of-pocket travel and living expenses incurred during the performance of the Services. Payment shall be made to Microsoft within thirty (30) days of the date of Microsoft's invoice. Microsoft shall not change its fees during the term of a Work Order or

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a Services Description, unless otherwise agreed by Microsoft and Customer, but may adjust fees prior to entering any new Work Order or Services Description. Microsoft's fees do not include any taxes, duties, tariffs or other governmental charges or expenses imposed in connection with this Agreement (including, without limitation, any value added taxes), and such taxes shall be billed to and paid by Customer. Microsoft shall be responsible for all taxes based upon its personal property ownership and net income. A finance charge of one and one-half percent (1.5%) per month or the highest amount allowed by law, whichever is less, will be assessed on all payments that are past due. Any amount outstanding for more than sixty (60) days after the date of invoice shall constitute a material breach on the part of Customer.

4. CONFIDENTIALITY.

a. Confidential Information. Except as otherwise specified herein, Microsoft and Customer each expressly undertake to retain in confidence all information transmitted to it by the other party pursuant to this Agreement that the disclosing party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"), and will make no use of such Confidential Information except under the terms and during the existence of this Agreement. Information disclosed by Microsoft, in any form, regarding pre-release products, access numbers and passwords provided to Customer by Microsoft, shall be Microsoft Confidential Information. Microsoft and Customer shall treat the terms and conditions of this Agreement as confidential; however, either party may disclose such information in confidence to its immediate legal and financial consultants as required in the ordinary course of that party's business. The receiving party's obligation hereunder shall extend for five (5) years following the disclosure of the Confidential Information. Customer shall cause its Affiliates to retain Microsoft Confidential Information in accordance with the terms of this Section 4.

b. Exclusions. Confidential Information shall not include any information that: (i) is at the time of disclosure or subsequently becomes publicly available without the receiving party's breach of any obligations owed the disclosing party; (ii) became known to the receiving party prior to the disclosing party's disclosure of such information to the receiving party; (iii) became known to the receiving party from a source other than the disclosing party other than by the breach of an obligation of confidentiality owed to the disclosing party; or (iv) is independently developed by the receiving party.

c. Independent Development; Residuals. The terms of confidentiality under this Agreement shall not be construed to limit Microsoft's or Customer's right to independently develop or acquire products without use of the other party's Confidential Information. Further, Microsoft or Customer shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means technical information related to computer software technology in non-tangible form, which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither Microsoft nor Customer shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either Microsoft or Customer a license under the other party's copyrights or patents.

d. Customer Information. Customer grants to Microsoft the right to use technical information for problem resolution, internal troubleshooting, product functionality enhancements and fixes, and Knowledge Base articles. Microsoft will not identify Customer or publish any of Customer's Confidential Information in any Knowledge Base article.

5. LIMITED WARRANTIES.

a. Consulting Services. Microsoft warrants that the Consulting Services will be performed using generally accepted industry standards and practices.

b. Premier Support Services. Microsoft warrants that the Premier Support Services shall be substantially as described in this Agreement and the applicable Services Description, and that Microsoft will use commercially reasonable efforts in addressing all support problems.

6. **LIMITATION OF WARRANTIES.** THE LIMITED WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, THE PERFORMANCE OF MATERIALS OR PROCESSES DEVELOPED OR PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. MICROSOFT SHALL NOT BE LIABLE FOR ANY SERVICES OR PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO COMPANY BY MICROSOFT UNLESS SUCH THIRD PARTY SERVICES ARE PROVIDED UNDER WRITTEN AGREEMENT WITH MICROSOFT.

7. LIMITATION OF LIABILITY.

a. Limitation. Microsoft' total liability under this Agreement shall be limited to the total amount actually paid by Customer to Microsoft under the applicable Work Order or Services Description.

b. Exclusion of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT, MICROSOFT SUBSIDIARIES OR THEIR RESPECTIVE SUPPLIERS BE LIABLE TO COMPANY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. TERM AND TERMINATION.

a. Term. This Agreement shall remain in effect until terminated by either Microsoft or Customer as provided herein. The term of any Work Order or Services Description shall be as provided therein. Termination of this Agreement shall terminate all outstanding Work Orders and Services Descriptions between Microsoft and Customer.

b. Termination. Customer may terminate this Agreement, any Work Order or Services Description without cause by giving Microsoft thirty (30) days written notice. Either Microsoft or Customer may terminate this Agreement or any Work Order or Services Description if the other party is in material breach or default of any obligation hereunder, which breach or default is not cured within thirty (30) days notice of such breach. Customer shall pay all fees to Microsoft for Services performed and expenses incurred which have accrued through the date of termination.

c. Survival. Sections 2(c), 3, 4, 5, 6, 7, 8(b), 8(c), 9, and 11 of this Agreement and any provisions specified as surviving in a Work Order or Services Description shall survive any termination of this Agreement and termination or expiration of any Work Order or Services Description.

9. NOTICES. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the mails, postage prepaid, certified or registered, return receipt requested; or (ii) sent by air express courier (e.g., DHL, Federal Express or Airborne), charges prepaid, return receipt requested; and addressed as follows:

To Customer:	To Microsoft:
City of Las Vegas	Microsoft Corporation
400 East Stewart Avenue	One Microsoft Way
Las Vegas, Nevada 89101	Redmond, WA 98052-6399
Attention: Director of Information Technologies	Attention: Debbie Russell
Phone: (702) 229-6291	Phone: 425-704-4228
Fax: (702) 385-9369	Fax: 425-936-7329
	cc: Law and Corporate Affairs
	One Microsoft Way
	Redmond, WA 98052-6399

10. INSURANCE. At all times when Microsoft will be performing Services on Customer's premises pursuant to this Agreement, Microsoft will procure and maintain the following insurance coverage:

a. Commercial General Liability covering bodily injury and property damage liability with a limit of not less than \$1,000,000 each occurrence;

b. Workers' Compensation (or maintenance of a legally permitted and governmentally-approved program of self-insurance) covering Microsoft employees pursuant to applicable state workers' compensation laws for work-related injuries suffered by employees of Microsoft;

c. Employer's Liability with limits of not less than \$1,000,000 each accident; and

d. Software Errors and Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by Microsoft or its employees in the performance of this Agreement, with a limit of liability of not less than \$2,000,000 each claim.

Microsoft will provide Customer with certificates of insurance evidencing this coverage on request.

11. MISCELLANEOUS.

a. No Assignment. This Agreement and any rights or obligations hereunder shall not be assigned by contract or by operation of law without the prior written agreement of the other party. Microsoft may use subcontractors to deliver the Services, provided that Microsoft shall remain liable to Customer, in accordance with this Agreement, for all Services provided to Customer. The Services are

provided solely for the benefit of Customer and its Affiliates, as applicable. Unless specifically permitted by Microsoft in writing, the Services and the software and materials provided thereunder may not be transferred or sold by Customer to any non-Affiliate third party.

b. Applicable Law. This Agreement shall be governed by the laws of the State of Washington, and Customer further consents to the exclusive jurisdiction by the state and federal courts sitting in the State of Washington. Any action of any kind by any party against another party arising as a result of this Agreement must be commenced within two (2) years from the date the right, claim, demand, or cause of action shall first accrue.

c. Entire Agreement. This Agreement and the Services Descriptions and Work Orders constitute the entire agreement between Microsoft and Customer, and merge all prior and contemporaneous communications, with respect to the Services provided hereunder. The terms on any purchase order or other form submitted by Customer shall not apply to this Agreement or any of the Services. This Agreement can be modified only by written agreement signed by both Microsoft and Customer. In the event of a conflict between this Agreement and any Services Description or Work Order, the terms of this Agreement shall control.

d. Compliance with Laws. Microsoft and Customer shall comply with all applicable laws and regulations with respect to this Agreement. Customer acknowledges that the Services and the related software and other materials are subject to United States export control laws and regulations, and Customer confirms that it will not export or re-export them, directly or indirectly, either to (i) any countries that are subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, Iraq, Libya, North Korea, Syria and Sudan), or to any national of any such country, wherever located, who intends to transmit or transport the Services or related software and other materials back to such country; or (ii) any end-user whom Customer knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or (iii) any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. Government.

e. Severability/Waiver. If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. No waiver of any breach of this Agreement shall be a waiver of any other breach, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

f. Independent Contractor. Microsoft shall act at all times as an independent contractor, and shall be responsible for any and all social security, unemployment, workers' compensation and other withholding taxes for any and all of its employees.

g. Cost or Pricing Data. Microsoft will not, under any circumstances, be obligated to perform Services that would require the submission of cost or pricing data (as defined by U.S. Government regulations) or be obligated to provide such data.

h. Force Majeure. Except for Customer's obligation to pay for services already performed by Microsoft, if either party is prevented from complying, either totally or in part, with any of the terms or provisions of this Agreement by reason of fire, flood, storm, strike, lockout or other labor trouble, riot, war, rebellion, accident or other acts of God, then upon written notice to the other party, the requirements of this Agreement, or the affected provisions hereof to the extent affected, shall be suspended during the period of such disability. During such period, the party not prevented from complying as aforesaid may seek to have its needs (which would otherwise be met hereunder) met by or through others without liability hereunder. The party prevented from complying shall make all reasonable efforts to remove such disability within thirty (30) days of giving such notice.

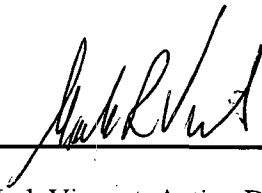
i. English Language Governs. The parties have requested that this Agreement be drawn up in English; les parties ont exigé que cette entente soit rédigée en anglais.

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Agreement as of the Effective Date indicated below.

MICROSOFT CORPORATION By: <u><i>Kevin C. Allison</i></u> Signature <u>Kevin Allison</u> Name (Print) <u>Group Manager, Premier West</u> Title <u>4/1/99</u> Effective Date rev. 8/99 kjf	CITY OF LAS VEGAS Corporate Name of Customer By: <u><i>Juan Laverty Jones</i></u> Signature JAN LAVERTY JONES, Mayor Name (Print) ATTEST: <u><i>Barbara Jo Ronemus</i></u> BARBARA JO RONEUMUS, City Clerk Approved as to Form: <u><i>J. P. Hall</i></u> 4/15/99 Date

CITY COUNCIL**MEETING OF**
February 22, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:
Mark Vincent, Acting Director
General Services Department**SUBJECT: REVISION NUMBER ONE TO PURCHASE ORDER 202396 FOR THE LEASE OF SYSTEM
SOFTWARE FOR UNISYS A12 AND A6 COMPUTERS****PURPOSE/BACKGROUND**

On September 14, 1998, the City Council approved the issuance of Purchase Order Number 202396 for the lease of system software from Unisys Corporation for use on Unisys computer models A12 and A6 for the period from August 1, 1998 through July 31, 1999. Funding was provided for the initial six month period in the estimated amount of \$193,434.

Revision number one will increase the funding to provide for lease payments through July 31, 1999 in the estimated amount of \$186,863 for a new estimated total amount of \$380,297. The last six months cost is lower than the initial six month period due to the removal of software during the initial period of the purchase order.

Initiating department is Information Technologies.

FISCAL IMPACT

Funds are available in the General Fund.

RECOMMENDATIONS

That the City Council approve the issuance of revision number one to Purchase Order Number 202396, lease of system software for Unisys A12 and A6 computers, to Unisys Corporation, in the estimated amount of \$186,863.

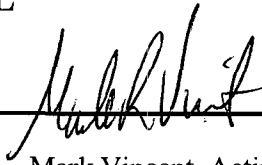
PREPARED BY

Lloyd E. Davis

AGENDA ITEM

CITY COUNCILMEETING OF
February 22, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:

 Mark Vincent, Acting Director
 General Services Department

SUBJECT: REVISION NUMBER ONE TO PURCHASE ORDER NUMBER 202925, ANNUAL REQUIREMENTS CONTRACT FOR TRAFFIC MASTS & POLES, VARIOUS SIGNAL ASSEMBLIES AND REPLACEMENT PARTS

PURPOSE/BACKGROUND

On January 22, 1997, the City Council approved the award of bid number 96.1770.01, Annual Requirements Contract for Lot I, Traffic Signals, Poles, Masts Arms, Cover Bases to Graybar Electric, for the period from date of award through November 30, 1997, in the estimated annual amount of \$58,525. The purchase order was renewed effective December 1, 1997 through November 30, 1998, in the estimated annual amount of \$58,525.

A significant increase in requirements for the period of December 1, 1998 through November 30, 1999 required a new bid package to be issued. Purchase Order Number 202925 was issued as a ninety day extension of the previous contract to allow sufficient time to re-bid. The purchase order was for the period of December 1, 1998 through February 28, 1999, in the estimated annual amount of \$58,525.

Revision number one will allow for additional items to be purchased based on an increase in street intersection projects throughout the city. The increased annual amount is \$120,693.52, for a new estimated annual amount of \$188,218.52.

The initiating department is Public Works.

FISCAL IMPACT

Funds are available in the Traffic Improvement Capital Project Fund.

RECOMMENDATIONS

That the City Council approve the issuance of revision number one to Purchase Order Number 202925, Annual Requirements Contract for Lot I, Traffic Signals, Poles, Masts Arms, Cover Bases, to Graybar Electric, in the amount of \$120,693.52.

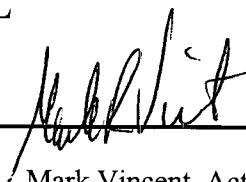
PREPARED BY

Lloyd E. Davis

AGENDA ITEM

CITY COUNCIL**MEETING OF**
February 22, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:
Mark Vincent, Acting Director
General Services Department**SUBJECT: REVISION NUMBER ONE TO PURCHASE ORDER 202441, ANNUAL REQUIREMENTS
CONTRACT FOR FIRE PROTECTION CLOTHING****PURPOSE/BACKGROUND**

On November 10, 1997, City Council approved the award of bid number 98.JUL.13 for an annual requirements contract for fire protection clothing, to First In, Inc. for the period from date of award through September 30, 1998, with four (4) one-year options to renew, with an estimated annual amount of \$160,000. Purchase Order 202441 was issued in August 1998 to exercise the first option year from October 1, 1998 through September 30, 1999, in the estimated annual amount of \$160,000.

Revision number one is being written to increase the estimated annual amount by \$65,000 due to an increase in the number of protective clothing being replaced within Fire Services. The new estimated annual amount will be \$225,000.

The initiating department is Fire Services.

FISCAL IMPACT

Funds are available in the Warehouse Fund.

RECOMMENDATIONS

That the City Council approve the issuance of revision number one to Purchase Order 202441, Annual Requirements Contract for Fire Protection Clothing, to First In, Inc., for the period of October 1, 1998 through September 30, 1999, in the amount of \$65,000.

PREPARED BY

Lloyd E. Davis

AGENDA ITEM

CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

AGENDA & MINUTES

Page 18

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**DEPARTMENT OF GENERAL SERVICES -
CONSENT****PURCHASE ORDER APPROVALS/
SUPPLEMENTS**

37

Purchase order approval for the purchase of system software/application for the enterprise server - Department of Information Technology

Award recommended to: SYNC SORT, INC.
(\$35,200)

McDONALD - Motion to APPROVE:**Items 5 through 13****Items 15 through 42****Items 44 through 63****- carried UNANIMOUSLY****Items 3 and 4:****APPROVED under separate action**
(see individual items)**Item 14:****STRICKEN under separate action**
(see individual item)**Item 43:****APPROVED under separate action**
(see individual item)

There was no related discussion.

(10:45 - 10:46)

1-452

38

Revision Number One to purchase order 201379, annual requirements contract with Department of Motor Vehicles to deny vehicle registration to owners with outstanding parking tickets - Department of General Services

Award recommended to: STATE OF NEVADA,
DEPARTMENT OF MOTOR VEHICLES
(Estimated annual amount \$25,000)

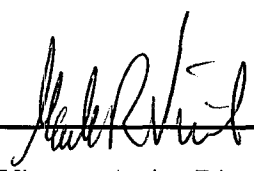
APPROVED - see above

39

Revision Number One to purchase order 200890, annual contract for fencing material - Department of Public Works

Award recommended to: TIBERTI FENCE CO.
(\$25,000)

APPROVED - see above

CITY COUNCIL**MEETING OF**
February 22, 1999**AGENDA DOCUMENTATION****TO:****City Council****FROM:**
Mark Vincent, Acting Director
General Services Department**SUBJECT: PURCHASE ORDER APPROVAL FOR THE PURCHASE OF SYSTEM
SOFTWARE/APPLICATION FOR THE ENTERPRISE SERVER****PURPOSE/BACKGROUND**

This request will provide for purchase of various software manufactured and distributed by Syncsort Inc. of Woodclip Lake, NJ. The software will be used to provide a means for back-up of data used by the enterprise server in conjunction with the Unisys mainframe and the Oracle database.

This requirement is exempt from the competitive bidding process pursuant to NRS 332.115 1(g), software for computers.

The initiating department is Information Technologies.

FISCAL IMPACT

Funds are available in the Virtual Las Vegas Fund.

RECOMMENDATIONS

That the City council approve the issuance of a purchase order for the purchase of system software/application for the Enterprise Server, to Syncsort, Inc. of Woodclip Lake, NJ, in the amount of \$35,200.

PREPARED BY

Lloyd E. Davis

AGENDA ITEM

**Agreement for Program Product(s) License(s)
and/or
Program Product(s) Maintenance Service(s)**

Between

Syncsort Incorporated
a New Jersey Corporation
with offices at:
50 Tice Boulevard,
Woodcliff Lake, New Jersey 07675
(hereinafter called "SSI")

Date:

2/22/99

And

City of Las Vegas
(company)
a _____ Corporation
(state)
with offices at:
400 East Stewart Ave.
(address)
Las Vegas, NV 89101
(hereinafter called "LICENSEE")

This Agreement shall be used for the purpose of licensing Program Product(s) ("PRODUCT(s)") available from SSI and/or contracting for Maintenance Services ("MAINTENANCE PROVISION(s)") provided by SSI in relation to such PRODUCT(s).

For each license and/or MAINTENANCE PROVISION, the licensed PRODUCT, effective date, license type (i.e., a non-cancelable license for a specific duration (a "TERM LICENSE") or a license in perpetuity (a "PERPETUAL LICENSE")), term, computer system, associated fees and payment plan shall be specified in a properly executed Schedule ("SCHEDULE") which shall become part of this Agreement.

Each license and/or MAINTENANCE PROVISION shall be subject to the terms and conditions of this Agreement.

This Agreement, including the terms and conditions set forth in the following paragraphs, constitutes the entire understanding between the parties with respect to the matter contained herein and supersedes all prior agreements and representations whether written or oral. This Agreement may not be modified except in writing signed by authorized representatives of both parties.

This Agreement shall become binding when accepted by SSI at Woodcliff Lake, New Jersey.

ACCEPTED: City of Las VegasBY: Jan Laverty Jones

Authorized Signature

Jan Laverty Jones

Name
Mayor

Title

Date

Attest: Barbara Jo Ronemus

Barbara Jo Ronemus, City Clerk

Approved as to form:

J. P. H. [Signature]ACCEPTED: **SYNCSORT INCORPORATED**

BY: _____

Authorized Signature

Stephen S. Kutz

Name

Vice President - Finance & Administration

Title

Date



The SCHEDULE below and the conditions on the reverse side are hereby made part of the Agreement for Program Product(s) and/or Program Product(s) Maintenance Service(s) dated _____.

Program Product: **Backup Express**

License Term: Effective Date: 31-Jan-99

Duration: Perpetual

Maintenance Term: Effective Date: 28-Feb-99

Type: Basic Duration: 1 Year

Base Configuration:	Quantity	Hardware		Operating System	Fee Per Item	License Fee
		Manufacturer	Model			
Master Server	1			WindowsNT	N/A	\$2,500
Device Server	1			WindowsNT	N/A	
Clients	3			WindowsNT	N/A	
				WindowsNT	N/A	

Optional Item Description:	Quantity	Hardware		Operating System	Fee Per Item	Total Item Fee
		Manufacturer	Model			
Oracle Direct Interface	3			Digital UNIX	\$5,000	\$15,000
UNIX Device Server	3			Digital UNIX	\$1,500	\$4,500
Jukebox up to 10 slots	1			Digital UNIX	\$2,800	\$2,800
UNIX OS Key	1			UNIX	\$1,500	\$1,500
5 Pack NT clients	2			WindowsNT	\$750	\$1,500
WindowsNT Device Server	5			WindowsNT	\$750	\$3,750
Microsoft Exchange Interface	1			WindowsNT	\$1,000	\$1,000
Open File Manager	2			WindowsNT	\$575	\$1,150
Quick Start	15			WindowsNT	\$100	\$1,500

Master Server Serialization Information:

Sub Total \$35,200

City of Las Vegas
400 E. Stewart Ave.
Las Vegas, NV 89101

Other _____
Total License Fees* \$35,200

Maintenance Fees \$6,336

*1998 Pricing contingent on licensing Backup Express by February 26, 1999

ACCEPTED BY:
City of Las Vegas

BY: Jan Lavery Jones
Authorized Signature
Name
Mayor
Title

ACCEPTED BY:
SYNCSORT INCORPORATED

BY: _____
Authorized Signature
Stephen S. Kutz
Name
VP - Finance & Administration
Title

Date _____
Attest: Barbara Jo Ronemus

Barbara Jo Ronemus, City Clerk
Approved as to form:

SSI COPY

syncsort

LICENSE(S)

For each license specified in a properly executed SCHEDULE, SSI hereby grants to LICENSEE, and LICENSEE hereby accepts, a non-exclusive and non-transferable license(s) to use the specified PRODUCT.

Each license authorizes the LICENSEE to use the PRODUCT only on the computer specified for such license in the SCHEDULE.

MAINTENANCE AND ENHANCEMENTS

During the term of each TERM LICENSE or MAINTENANCE PROVISION, SSI shall provide to LICENSEE service for the purpose of correcting programming errors in the licensed PRODUCT. Any enhancements to such PRODUCT which SSI chooses to include in maintenance versions will be provided at no additional charge. New versions of the product which include significant enhancements may require the payment of an additional charge.

SOURCE CODE ESCROW

SSI shall provide the PRODUCT(s) in machine readable form. SSI represents that a copy of the source code of the PRODUCT(s) has been deposited in escrow with Vital Records Inc., 563 New Center Road, Fliegtown, N. J. 08821-0888. In the event that prior to expiration of all TERM LICENSE(s) and/or MAINTENANCE PROVISION(s) for a particular PRODUCT, specified in the SCHEDULE(s), SSI discontinues maintaining such product, LICENSEE shall be entitled to obtain a copy of the source code of such PRODUCT from Vital Records. Such source code shall be used by LICENSEE only for the purpose of internally supporting the PRODUCT.

WARRANTIES

SSI shall defend or, at its option, settle any claim, suit or proceeding brought against LICENSEE and based on a claim that the PRODUCT(s) infringe a third party's patent or copyright, provided that LICENSEE notifies SSI promptly in writing of any such claim, suit or proceeding and gives SSI full information and assistance to settle and/or defend.

SSI represents and warrants that the PRODUCT(s) shall be free of known significant programming errors when delivered, and any service rendered by SSI shall be performed in a professional manner by qualified personnel. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Except as provided above, SSI's liability hereunder is limited solely to the correction of or replacement of the PRODUCT(s). SSI SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED BY THE PROGRAM PRODUCT(s), ITS USE OR OPERATION, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES AND LOSS OF PROFIT.

TITLE

Title to the PRODUCT(s) shall not be transferred to LICENSEE.

TRANSFER(S) OF LICENSE(S) AND/OR MAINTENANCE PROVISION(S)

Upon written notice to SSI, LICENSEE may transfer a particular PRODUCT license and/or MAINTENANCE PROVISION to a replacement computer system by specifying the model and system id of the replacement computer. If, as of the date of such transfer, the license and/or maintenance fees applicable to the replacement computer system are greater than the corresponding fees for the replaced computer system, then LICENSEE shall be responsible for the payment of the then current upgrade fee. A transfer fee will be charged in cases where product distribution media from SSI is required to effectuate exchange.

PAYMENT OF FEES

Fees shall be paid in full within thirty (30) days from date of invoice.

8. TAXES

The fees set forth in the SCHEDULE(s) do not include local, state or federal sales, use, excise, personal property or other similar taxes or duties. Any such taxes or duties, when applicable, shall be paid by LICENSEE to SSI within thirty (30) days from date of invoice, unless LICENSEE provides proof that such taxes or duties have been paid to the appropriate governmental authorities or that LICENSEE provides statement certifying that it is a governmental agency exempt from taxation.

9. RENEWAL OF TERM LICENSE(S) AND/OR MAINTENANCE PROVISION(S)

Upon expiration, the term of each TERM LICENSE and/or MAINTENANCE PROVISION specified in the SCHEDULE(s) shall automatically be renewed for a term of the same duration, unless either party gives to the other a written notice of termination at least thirty (30) days prior to expiration of the expiring term. All terms and conditions of this Agreement shall apply during such renewal term(s), and the license and/or maintenance fees for the renewal term(s) shall be SSI's license and/or maintenance fees then in effect.

10. DEFAULT

In the event that LICENSEE shall default in the payment of any fees hereunder for a period exceeding thirty (30) days, or in the event of any default in or breach of the terms of this Agreement, or if LICENSEE becomes insolvent or if bankruptcy or receiver proceedings are initiated by or against LICENSEE, SSI shall have the right to terminate this Agreement. Upon such termination, all amounts that would have been due and payable for the entire term of then

current license(s) and/or maintenance provision(s) shall immediately become due and payable to SSI. LICENSEE shall be liable for reasonable attorney's fees incurred, by SSI, in connection with SSI's collection of any amounts due SSI hereunder.

11. CONFIDENTIALITY

LICENSEE agrees that the PRODUCT(s), together with any other data and materials supplied by SSI to LICENSEE pursuant to the LICENSE, (a) are the property of SSI and remain so even after delivery to LICENSEE; (b) contain confidential information and proprietary trade secrets of SSI, protected by law, and of substantial value to SSI; and (c) are protected by the Copyright Laws and, if applicable, the Patent Laws of the United States.

LICENSEE agrees not to disclose, transfer or otherwise make available the PRODUCT(s), or any PRODUCT related information (including but not limited to flow charts, diagnostic information, test results, screen images, printed output, product manuals, etc.) to any person other than employees of the Licensee who have a need to have such knowledge for the normal commercial use of the PRODUCT(s).

LICENSEE agrees not to cause or permit the reverse engineering, reverse assembly, or reverse compilation of the PRODUCT(s). LICENSEE agrees not to use, or allow any third party to use, the PRODUCT(s) or any PRODUCT related information to aid in the development and/or marketing of a product competitive with the PRODUCT(s).

LICENSEE agrees to exercise, with respect to the PRODUCT(s) or any PRODUCT related information, the same care and discretion to avoid disclosure, publication or dissemination as LICENSEE uses with respect to information of its own which it does not desire to have copied, disclosed, published, or disseminated.

LICENSEE agrees not to challenge SSI's rights in and to the PRODUCT(s) and related data and materials, including, but not limited to, the copyrights and/or patents in it.

The provisions of this section survive the termination of this LICENSE

12. USE AND ASSIGNMENT

The rights and license(s) granted to LICENSEE to use the PRODUCT(s) are restricted solely and exclusively to LICENSEE for its use for its normal business purposes. Such rights may not be assigned, subleased, or sold without the written approval of SSI.

13. ADDITIONAL LICENSES

In the event that LICENSEE desires to extend the use of a licensed PRODUCT to a computer in addition to those designated in the SCHEDULE(s) (as in the case of subsequent acquisition of additional computers), LICENSEE shall notify SSI for the purpose of securing additional licenses as required. Such notification shall be done in writing prior to commencement of such PRODUCT use.

14. ACCEPTANCE PERIOD

Each initial license shall have an Acceptance Period commencing on the date the corresponding PRODUCT is first received by the LICENSEE and continuing for a period of THIRTY (30) days from such date. LICENSEE shall have the right to terminate an initial license at any time during the Acceptance Period. In the event of such termination, LICENSEE's use of the PRODUCT during the Acceptance Period shall be free of charge.

15. RETURN OF PRODUCT(S) UPON LICENSE TERMINATION

Upon termination of a license for a particular PRODUCT, LICENSEE shall: (a) cease the use of the PRODUCT on the computer(s) for which the license is terminating; (b) permanently eliminate the PRODUCT from the computer(s), associated tapes, disks or any other data storage media for which the license is terminating; and (c) certify in writing that the preceding actions have been taken.

Upon termination of all licenses for a particular PRODUCT, LICENSEE shall promptly return to SSI, by postage prepaid mail, all distributor media and manuals provided to LICENSEE by SSI.

LICENSEE agrees to pay all reasonable attorney's fees incurred by SSI in enforcing the provisions of this section.

16. SEVERABILITY

If any provision, or portions thereof, of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.

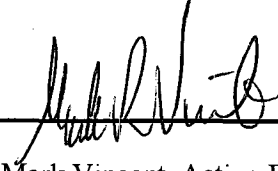
17. LAW

The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of New York.

syncsort

CITY COUNCILMEETING OF
February 22, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:
Mark Vincent, Acting Director
General Services Department**SUBJECT: REVISION NUMBER ONE TO PURCHASE ORDER NUMBER 201379, ANNUAL REQUIREMENTS CONTRACT WITH DEPARTMENT OF MOTOR VEHICLES TO DENY VEHICLE REGISTRATION OF OWNERS WITH OUTSTANDING PARKING TICKETS****PURPOSE/BACKGROUND**

Purchase Order Number 201379 was issued to the State of Nevada, Department of Motor Vehicles (DMV) for the City to provide monthly records of individuals with outstanding parking tickets to deny vehicle registration. DMV provides this service at a cost of \$2.00 per ticket. The purchase order was originally written at an estimated annual amount of \$24,000.

Revision number one is being written to allow the increase in price per ticket cost to \$5.00 and increase the estimated annual amount from \$24,000 to \$49,000, an increase of \$25,000. The period of this contract is from February 1, 1999 through June 30, 1999.

Initiating Department is General Services.

FISCAL IMPACT

Funds are available in the General Fund.

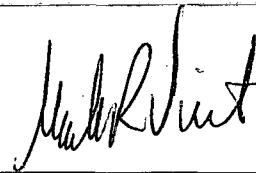
RECOMMENDATIONS

That the City Council approve the issuance of revision number one to Purchase Order 201379, Annual Requirements Contract with the Department of Motor Vehicle to deny vehicle registration of owners with outstanding parking tickets, to State of Nevada, Department of Motor Vehicles, for the period from February 1, 1999 through June 30, 1999, in the amount of \$25,000.

PREPARED BY

Lloyd E. Davis

AGENDA ITEM

CITY COUNCIL**MEETING OF**
February 22, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:Mark Vincent, Acting Director
General Services Department**SUBJECT: REVISION NUMBER ONE TO PURCHASE ORDER NUMBER 200890, ANNUAL CONTRACT
FOR FENCING MATERIAL****PURPOSE/BACKGROUND**

On March 23, 1998, the City Council authorized the use of Clark County Bid Number 97-125769 to Tiberti Fence Co., for the period from date of award through April 30, 1999, in the estimated annual amount of \$35,000.

This request is required to allow for unanticipated requirements and allow staff sufficient time to rebid this requirement.

Revision number one will increase the estimated annual amount by \$25,000, for a new estimated annual amount of \$60,000.

The initiating department is Public Works.

FISCAL IMPACT

Funds are available in the General Fund.

RECOMMENDATIONS

That the City Council approve the issuance of revision number one to Purchase Order Number 200890, Fencing Material, to Tiberti Fence Co., for the period from date of award through April 30, 1999, in the amount of \$25,000.

PREPARED BY

Ken Falline

AGENDA ITEM

CITY COUNCIL

MEETING OF

FEBRUARY 8, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

Rick Anderson

Director - Human Resources Department

SUBJECT:

Approval of the professional services agreement between the City of Las Vegas and Harrison C. Stanton, Ph.D., consultant, for employee suitability assessment for public safety positions (\$25,000)

PURPOSE/BACKGROUND

The City of Las Vegas entered into an agreement with Harrison C. Stanton, Ph.D. August 5, 1998, to provide candidates for public safety positions with employment suitability assessment in an amount not to exceed \$24,000. Dr. Stanton currently provides these services to other Valley entities, including METRO. These services are necessary to ensure that the finest candidates for public safety positions are selected. Dr. Stanton's services replaced those previously authorized under contract with Dr. Richard Wihera.

Because a larger number of candidates than expected have been assessed for the Department of Detention & Enforcement and the Department of Fire Services, it is necessary to engage in a new professional services agreement with Dr. Stanton. Both departments are very pleased with the services Dr. Stanton provides, and we believe that the new agreement is justified.

FISCAL IMPACT

.\$25,000 from the General Fund

RECOMMENDATIONS

To approve the professional services agreement with Dr. Stanton

Agenda Item**40**

PSYCHOLOGICAL ASSESSMENT SERVICES AGREEMENT

THIS AGREEMENT is made this 22nd day of February, 1999, by and between the CITY OF LAS VEGAS (hereinafter, "CITY") and HARRISON C. STANTON, Ph. D., (hereinafter, "Consultant").

WHEREAS, The CITY desires to secure from Consultant psychological assessments of its public safety candidates; and

WHEREAS, the Consultant has agreed to provide such psychological assessments on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

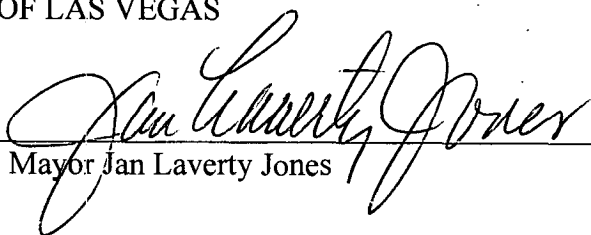
1. Consultant agrees to perform psychological evaluations of public safety candidates designed to assist CITY in its selection of said candidates for employment with the CITY. Such evaluations may include the administration by Consultant of the following tests and/or examinations:
 - a. The California Psychological Inventory - 434 (CPI-434)
 - b. The Metropolitan Personal History Questionnaire (MPHQ)
 - c. The Checklist of Problems and Resiliency (COPAR)
 - d. A face-to-face interview and mental examination by the Consultant.
2. It is understood and agreed by the parties that Consultant will evaluate the results of the foregoing tests and/or examination as to each public safety candidate and, on the basis of each such evaluation, submit a one-page report to the CITY signed by Consultant and stating Consultant's opinion as to the suitability or unsuitability of the subject candidate for employment; provided, however, the final decision as to the acceptance for employment or rejection for employment of any such candidate shall be made by the CITY in its sole discretion.
3. The CITY shall pay to Consultant, as compensation for Consultant's services hereunder, Two Hundred and 00/100 Dollars (\$200.00) for each report submitted by Consultant, payable within thirty (30) days after delivery by Consultant of his claims for payment to the CITY's Human Resources Department.
4. Consultant agrees that all psychological evaluations performed by Consultant shall be conducted in compliance with applicable employment-related laws governing the use of psychological tests, including the Nevada Equal Rights Act, Title VII of the Civil Rights Act of 1964, as amended, and the Americans With Disabilities Act of 1990.

5. Consultant agrees to obtain and keep in full force and effect professional liability insurance in the amount of One Million and 00/100 Dollars (\$1,000,000.00) during the term of this Agreement. Consultant shall provide proof of this insurance to the CITY within five (5) days from the date of this Agreement and at any future time upon request of the CITY.
6. Consultant acknowledges that he is an independent contractor and not an employee of the CITY and that he is responsible for his own professional or other negligence and/or that of Consultant's own employees.
7. It is understood and agreed by the parties that this Agreement is one for specialized services and that no rights or obligations set forth herein may be assigned by any party hereto. Consultant further agrees that he will maintain all business and professional licensure status necessary for the provision of the described services and will immediately notify the CITY in the event he becomes legally disqualified from continuing to provide such services.
8. Either party hereto may terminate this Agreement upon thirty (30) days' written notice to the other.
9. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.
10. If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part of this Agreement shall be severed from the remaining portions, provisions, or parts of the Agreement and shall not affect the validity or enforceability of such remaining portions, provisions, or parts.
11. This agreement constitutes a single integrated contract expressing the entire agreement of the parties hereto and shall supersede any prior agreements between the parties. No amendment of, addition to, or modification of this Agreement shall be effective unless the same is in writing and signed by all of the parties.
12. The parties to this Agreement state that they have carefully read this Agreement, that they have had the opportunity for their counsel to read and review it, and that they are signing this Agreement freely, voluntarily, and with full knowledge of its terms and consequences.
13. This Agreement may be executed as one or more counterparts, and each such counterpart shall be deemed an original as to the party to be charged.
14. If any legal action is taken to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as may be awarded by the court.

This AGREEMENT is hereby executed on the day and year first above written.

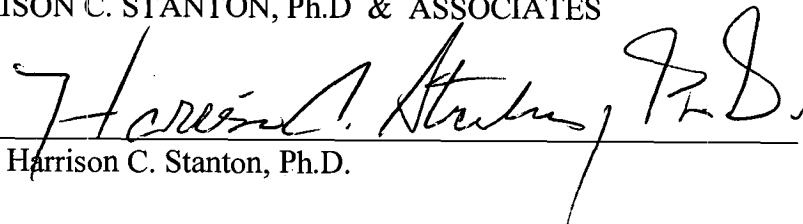
CITY OF LAS VEGAS

By: _____


Mayor Jan Laverty Jones

HARRISON C. STANTON, Ph.D & ASSOCIATES

By: _____

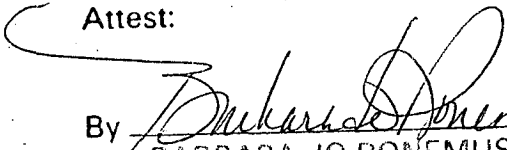

Harrison C. Stanton, Ph.D.

Approved as to form


Date

Attest:

By _____


BARBARA JO RONEMUS, City Clerk

MEETING OF
February 22, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

Rick Anderson, Director
Human Resources

SUBJECT: APPROVAL OF PAYMENT FOR A PERMANENT PARTIAL DISABILITY AWARD - 9606-01, AS REQUIRED UNDER THE WORKERS' COMPENSATION STATUTES

PURPOSE/BACKGROUND

A construction inspector filed an industrial injury claim on May 28, 1996. He was on his way to an inspection when he was involved in a motor vehicle accident injuring his left clavicle, cervical spine, lumbar spine, headaches secondary to blunt trauma and both ankles.

Diagnostics revealed a fractured left clavicle, disk bulge at C6-7 and posterior disk buldges at L2-3, L5 & S1. He received selective nerve root blocks to the cervical spine, bilateral cervical facet joint injections, bilateral facet joint injections and medial branch blocks to the lumbar spine, right SI joint injections, lumbar intra-articular facet joint injections and right piriformis injections.

He has been rated by a state-authorized medical doctor who determined that he should be placed in the Cervical Thoracic Category II, equivalent to a 5 percent impairment, and another 5 percent for the Lumbosacral spine DRE Category II for a total of 10 percent whole body impairment.

Nevada Revised Statutes require that the injured worker have the option to receive the award in installments until age 70 or in a lump sum payment. The employee has elected to receive the lump sum payment in the amount of \$27,481.81.

FISCAL IMPACT

\$27,481.81 from Workers' Compensation Self-Insured Trust Fund.

RECOMMENDATIONS

It is recommended that the award of \$27,481.81 be approved.

Agenda Item

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CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

AGENDA & MINUTES

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

NEIGHBORHOOD SERVICES - CONSENT

43

Approval of Progress Report for the Vegas Heights Revitalization Project and the reprogram and realignment of HOME, CDBG and 15% Set Aside Funds

(Fiscal Impact: Reprogram of \$261,142 in CDBG fund and \$204,366.69 in HOME Funds)

REESE - APPROVED - UNANIMOUS

SHARON SEGERBLOM, Director, Neighborhood Services, stated this is the first neighborhood revitalization and hopefully will not be the last.

FAYE TREND, Management Analyst I, Neighborhood Development, reported that the Vegas Heights neighborhood lies within Census Tract 35 and consists of 160 acres. Since the last progress report, staff has held five neighborhood meetings, a kick-off celebration, and organized and held two neighborhood cleanups.

She presented before-and-after pictures depicting the improvements that have been completed as part of the Rehabilitation Program for single-family homes. The infill housing program is in the full stage of development. Three floor plans have recently been completed by the architect and staff plans to issue a Request for Proposal to solicit applications from developers for the construction of the first eight homes around March 15. These homes will be sold to qualified buyers whose incomes are at or below 80 percent of median income. Construction is scheduled to begin in July. Additionally, a partnership was entered into with Habitat for Humanity and funded the purchase of five lots for the construction of ten homes within the Vegas Heights neighborhood. The improvements along Carey Avenue are in the engineering and development stage. Public Works is scheduled to begin the formal bid process sometime in March.

Also, at the request of the residents, an entrance statement is being constructed. The entrance statement will consist of desert landscaping and a sign that states "Welcome to the Vegas Heights Neighborhood." As a result of neighborhood meetings, the upgrade of LaBertha Johnson Park has become one of the focal points. CDBG funds were set aside to upgrade the entire park and even bring it up to ADA standards. The Art Commission has also committed to sponsor an art project in the park as part of its Art in Public Places program. The art will include a ten-foot high art structure depicting the life of LaBertha Johnson. Construction is scheduled to begin in early June with a completion target date of September.

CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

AGENDA & MINUTES

Page 21

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

NEIGHBORHOOD SERVICES - CONSENT

Approval of Progress Report for the Vegas Heights Revitalization Project and the reprogram and realignment of HOME, CDBG and 15% Set Aside Funds - (Continued)

MRS. SEGERBLOM stated that as requested by COUNCILMAN REESE, a visible difference is being made in the Vegas Heights neighborhood. COUNCILMAN REESE noted that resurfacing of a lot of the streets, towing away inoperable vehicles, and the cleanups have really made a difference.

MRS. SEGERBLOM added that another very important component is the cooperation, input and participation of the residents. COUNCILMAN REESE indicated that initially the residents were very skeptical; however, they are now in full support.

COUNCILMAN REESE thanked MRS. SEGERBLOM and her staff for their diligent work.

There was no further discussion.

(10:55 - 11:03)

1-1064

CITY COUNCIL

MEETING OF

AGENDA DOCUMENTATION**FEBRUARY 22, 1999**

TO:

City Council

FROM:

Sharon Segerblom, Director
Neighborhood Services Department

SUBJECT:

Approval of Progress Report for the Vegas Heights Revitalization Project and the realignment of HOME, CDBG and 15% Redevelopment Set Aside Funds.

PURPOSE/BACKGROUND

Since our last progress report to the City Council on September 22, 1997, staff has convened five (5) neighborhood meetings with the Vegas Heights residents and hosted a Kick-Off Celebration in Johnson Park. Neighborhood Response organized and carried out two (2) full scale neighborhood clean-ups. The rehabilitation of single family owner occupied homes is in full swing with 13 homes completed, 6 in the process of rehab, and 10 applicants on the waiting list.

CDBG funds of \$1,384,338 were originally approved for the Vegas Heights Revitalization Program. Of this amount, \$1,059,338 will be used for rehabilitation and reconstruction of Vegas Heights owner occupied homes. A carryover in the amount of \$51,137 in CDBG funds from infill housing was added to this amount for a total of \$1,110,475 for the rehabilitation and reconstruction portion of the Vegas Heights Revitalization.

As a result of the neighborhood meetings, the revitalization of Lubertha Johnson Park has become one of the focal points of the Vegas Heights Revitalization Project. Staff has been working with the Public Works Department to coordinate the upgrade of the park. We have set aside \$250,000 of the CDBG Vegas Heights Revitalization funds to install new playground equipment on a child proof surface, bring the park up to ADA standards, install benches, covered picnic tables, bar-b-ques, and shade trees. In addition, as part of the Art in Public Places Program, the Arts Commission is sponsoring an art project for the park. Two local artists, Harold Bradford and Idika Nsofor and two local architects, Stephanie Perrone and John Welsh are designing the art project. The project will feature a 10 foot high structure covered with art and story boards depicting the life of Lubertha Johnson.

We have also allocated up to \$75,000 of the CDBG Vegas Heights Revitalization funds to implement a facade program for the existing businesses in Vegas Heights. The business owners can apply to us for a grant of up to \$2500 to improve the exterior of the building and to correct code violations.

The infill housing portion of the revitalization is in the final stages of development. Staff has been working with the architect for the design of three (3) floor plans. The plans should be through plan check by March 1, 1999. Staff has prepared a Request for Proposal to solicit applications from nonprofit organizations and/or partnerships among nonprofit and for-profit firms for the construction,

FISCAL IMPACT

Reprogram of \$261,142 in CDBG funds and \$204,366.69 in HOME Funds.

RECOMMENDATIONS

It is the recommendation of the City Manager that the City Council accept the Vegas Heights Revitalization Project Progress Report and approve the reprogram and realignment of HOME, CDBG, and 15% Set Aside Redevelopment funds.

Agenda Item

43

CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

AGENDA & MINUTES

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

NEIGHBORHOOD SERVICES - CONSENT

44	Approval of a professional services contract with HSA Architects in an amount not to exceed \$78,500 for work related to the facility expansion of Variety Day Home, 990 N. "D" Street	McDONALD - Motion to APPROVE: Items 5 through 13 Items 15 through 42 Items 44 through 63 - carried UNANIMOUSLY Items 3 and 4: APPROVED under separate action (see individual items) Item 14: STRICKEN under separate action (see individual item) Item 43: APPROVED under separate action (see individual item) ***** There was no related discussion. (10:45 - 10:46) 1-452
45	Approval of loan documents for a \$70,000 Community Development Block Grant Revolving Loan Fund Loan to Janis Carter dba On Time Productions, 1951 Stella Lake Street	APPROVED - see above
46	Approval of an award not to exceed \$50,000 to Board of Regents, University and Community College System of Nevada, on behalf on the University of Nevada, Las Vegas for conducting a homeless demographic study	APPROVED - see above

CITY COUNCIL**MEETING OF****February 22, 1999****AGENDA DOCUMENTATION****TO:****City Council****FROM:**Sharon Segerblom
SHARON SEGERBLOM, DIRECTOR
NEIGHBORHOOD SERVICES DEPARTMENT**SUBJECT:**

Approval of a professional services contract with HSA Architects in an amount not to exceed \$78,500 for work related to the facility expansion of Variety Day Home, 990 N. "D" Street.

PURPOSE/BACKGROUND

On February 23, 1998, City Council approved the allocation of Community Development Block Grant Funds for the expansion of the Variety Day Home. This project will enlarge the infant/toddler and preschool program by adding 3 additional classrooms and training room. This project will allow for the student/parent teaching/development, increased service and the creation of new child care activities for approximately 100 infants/toddlers.

In order to provide a comprehensive bid package for the project, technical specifications generated by an architect are required. A proposal in the amount of \$70,500 has been received by HSA Architects. A contingency fee of \$8,000 is being requested, in addition to the \$70,500 quote, making a total of \$78,500.00 to be paid to the architectural firm.

FISCAL IMPACT

The expenditure of \$78,500.00 in Community Development Block Grant funds for professional architectural services.

RECOMMENDATIONS

The City Manager recommends that the City Council approve the professional services contract with HSA Architects.

Agenda Item**44**

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of Feb, 1999, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (hereinafter referred to as the "City"), and HSA Architects, Inc. (hereinafter referred to as the "Architect").

WITNESSETH:

WHEREAS, the City intends to construct: Variety Day Home Expansion (hereinafter referred to as the "Project"), on property that is owned by the City; and

WHEREAS, the Architect is a duly registered architect pursuant to Chapter 623 of the State of Nevada Revised Statutes number 2120 and

WHEREAS, the City, by formal action of its City Council at the regular meeting thereof held on February 22, 1999, selected the Architect to furnish certain professional services to design and implement the Project; and

WHEREAS, the fixed construction cost limit of the Project is \$574,133.00.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION I - SERVICES OF ARCHITECT

The Architect shall perform the services provided in the Scope of Work and attached appendices and such Additional Services, as hereinafter defined, as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The schedule for the performance of the Architect's services, attached hereto as Appendix "C," and incorporated herein by this reference, shall include allowances for periods of time which may be required for the City's review and approval of submissions and for the approvals of other governmental authorities which have jurisdiction over the Project. This schedule shall not be exceeded by the Architect unless reasonable cause exists for such modification and prior approval is given by the City.

The Architect hereby agrees to provide the services described in this Agreement, utilizing the firms and key personnel which are designated in the "Project Directory" as outlined in Appendix "A" of this Agreement, attached hereto and incorporated herein by this reference. The Architect agrees that none of the firms or key personnel which are designated therein shall be substituted without Architect providing written notification to the City stating the reason or reasons for requesting such substitution and obtaining written approval of the City. The City shall not unreasonably deny providing written approval.

The Architect shall be available to assist in presentations to the City Council or any other local boards/agencies, whenever the same may be required, in order to obtain the necessary approvals for construction of the Project.

A.

Scope of Work

The Architect's Services for the Project consists of the nine phases described herein, (phases 1 through 9 under Appendix "B.") The services described in Appendix "B" (Schedule and Description of Designated Services) may overlap or duplicate the services described herein. In the event of a conflict between the description of the services in Appendix "B" and the services described in subsections A(1) through A(9) of this Section, then the more restrictive language, conferring a greater benefit upon the City, shall control unless otherwise agreed to by the City in writing.

The Architect's basic services and additional services shall consist of the phases described herein and shall include structural, mechanical and electrical engineering services, landscape architectural design services, and on-site civil engineering services as described in Appendix B, Schedule and Description of Designated Services.

1. Pre-Design and Existing Facility Survey Phase
 - a. Architect shall perform services to establish the program and general budget allocations for the Project and such other services further described in Appendix "B" and Appendix "F" attached hereto and incorporated herein.
 - b. Architect shall furnish to City six (6) copies of all completed documents required in the Pre-design phase in accordance with Appendix "C" (Project Schedule).
 - c. The City will review all Pre-design Phase documents furnished by Architect and Architect shall make changes and corrections, prepare responses, and furnish additional documents as required in Section I(C).

d. The City shall give its written approval of the final pre-design documents.

2. Site-Analysis Phase

a. Architect shall perform site-analysis services as further described in Appendix "B" and Appendix "F" at times mutually agreed upon by City and Architect as most beneficial to the scheduled progression of the project. Architect shall request to begin each portion of the work of this phase and City shall give written authorization to begin each portion requested. Architect shall not begin a portion of the work of this phase without City's written authorization. Services of this phase may include:

1. Civil Engineering services necessary to prepare a Traffic Survey, Flood Study, and Utilities Study as required for completion of the Project and necessary off-site engineering services to ensure that the Project will be completely accessible and usable upon completion.

2. Geotechnical Services (Soils Engineering) to provide a soils investigation of the Project site and indicate what construction tests should be required by the contractor.

b. Architect shall furnish the City with six (6) copies of all completed documents required in the Site-Analysis Phase in accordance with Appendix "C" (Project Schedule).

c. The City will review all Site-analysis Phase documents furnished by Architect and Architect shall make changes and corrections, prepare responses, and furnish additional documents as required in Section 1(C).

d. Architect shall advise City of any adjustment to previous statements of probable cost which may be required by changes in the Project or in the general market conditions.

e. The City shall give its written approval of the final site-analysis documents.

3. Schematic Design Phase

a. Based upon the mutually agreed upon program and the requirements of the Project budget, the Architect shall prepare, for the approval of the City, schematic design documents which shall consist of drawings and other documents as further described in Appendix "B" and Appendix "F." The schematic design documents shall illustrate the scale and relationship of the Project components.

b. Architect shall furnish the City with six (6) copies of all completed documents required in the Schematic Design Phase in accordance with Appendix "C" (Project Schedule).

c. The City will review all Schematic Design Phase documents furnished by Architect and Architect shall make changes and corrections, prepare responses, and furnish additional documents as required in Section I(C).

d. Architect shall advise City of any adjustment to previous statements of probable cost which may be required by changes in the Project or in the general market conditions.

e. The City shall give its written approval of the final schematic design documents.

4. Design Development Phase.

a. Based upon the approved schematic design documents and any adjustment authorized by the City in the program or the Project budget, the Architect shall prepare, for the approval of the City, design development documents which shall consist of drawings and other documents which fix and describe the size and character of the Project with respect to materials, architectural, structural, mechanical and electrical systems, and other such elements as may be appropriate and as further described in Appendix "B" and Appendix "F."

b. Architect shall furnish the City with six (6) copies of all completed documents required in the Design Development Phase in accordance with Appendix "C" (Project Schedule).

c. The City will review all Design Development Phase documents furnished by Architect and Architect shall make changes and corrections, prepare responses, and furnish additional documents as required in Section I(C).

d. Architect shall advise City of any adjustment to previous statements of probable cost which may be required by changes in the Project or in the general market conditions.

e. The City shall give its written approval of the final design development documents.

5. Construction Contract Documents Phase.

a. Based upon the written approval of the design development documents and any further adjustment in the scope or quality of the Project or in the Project budget which is authorized by the City, the Architect shall prepare and submit for the approval of the City, Construction Contract Documents which shall consist of drawings and specifications which set forth in detail the requirements for the construction of the Project, and as further described in Appendix "B" and Appendix "F".

b. Architect shall furnish the City with six (6) copies of all completed documents required in the Construction Contract Documents Phase in accordance with Appendix "C" (Project Schedule).

c. The City will review all Construction Contract Documents Phase documents furnished by Architect and Architect shall make changes and corrections, prepare responses, and furnish additional documents as required in Section I(C).

d. Architect shall diligently pursue and endeavor to make every effort to receive written approvals for the construction contract documents from all regulatory authorities which may have jurisdiction over the Project and written signatures from all utility companies, as required for the utility services which will be connected with the construction of the Project. If approvals are not received, then Architect shall notify the City in writing pursuant to the Notice provision in Section VIII(O) of the reason(s) that such approvals were not given by the regulatory authority, the efforts utilized in its endeavors to secure such approval(s) and the effect on the project as a result of the inability to receive the required approval.

e. Architect shall complete the required formal plan review/building permit form(s) except for the contractor information and make application for Building Permit(s) to the City of Las Vegas Department of Building and Safety. Architect shall provide, at his own expense, all required submittals for the plan review, including but not limited to, the appropriate number of complete sets of properly sealed and/or stamped, (i) working drawings; (ii) specifications; and (iii) structural calculations. The City will not charge the Architect for the City's plan review/building permit(s).

f. The Architect shall assist the City in the preparation of the necessary bidding information, bidding forms, conditions of the construction contract, and form of agreement between the City and the successful bidder for the Project.

g. Architect shall advise City of any adjustment to previous statements of probable cost which may be required by changes in the Project or in the general market conditions.

h. The City shall give its written approval of the final construction contract documents.

i. When the drawings, specifications, and all other contract documents have been completed and approved by the City, the final Bid Documents shall be made available by the Architect to the City or the City's designated agency for necessary reproduction when requested by the City. All costs of such reproduction of final Bid Documents shall be billed directly to the City "at cost" by the City's designated agency.

6. Bidding and Negotiation Phase.

a. Following the City's approval of the construction contract documents and the Final Construction Cost Estimate for the Project, Architect shall assist the City in preparing Conditions of the Contract for Construction and necessary bidding information as further described in Appendix "B" and Appendix "F".

b. The contract(s) for construction of the Project shall note that the Architect is designated as the City's representative, as defined in the document "General Conditions of the Contract for On-Site Construction," attached hereto as Appendix "D," and incorporated herein by this reference.

c. Architect shall assist the City in obtaining bids or negotiated proposals.

7. Construction Phase - Administration of the Construction Project.

a. The construction phase for the Project will commence with the City's issuance of the notice to the contractor to proceed with the construction of the Project and, together with the Architect's obligation to provide the services under the Scope of Services, will terminate when the final payment to the contractor is due, or, in the absence of the submission of a final certificate for payment or of such due date, thirty (30) days after the date which is determined by the Architect to be the date of substantial completion of the work, whichever first occurs.

b. Unless otherwise provided in this Agreement and incorporated in the contract documents, the Architect shall provide administration of the construction contract as hereinafter set forth in this paragraph 7 and as further described in Appendix "B" and Appendix "F".

c. The Architect shall be the representative of the City during the construction phase of the Project and shall advise and consult with the City concerning the progress of the construction. Instructions to the contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the City only to the extent provided in the contract documents, unless the contract documents are otherwise modified by a written instrument.

d. The Architect shall visit the Project site at such intervals as are appropriate to the stage of construction for the Project site or as is otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the contract documents. These visits shall average once a week throughout the extent of the construction contract. Such visits shall be regularly scheduled weekly and shall be attended by one of the supervising representatives of the Architect who are identified in or designated under

subsection C of Section VIII hereof, in conjunction with the authorized representatives of the City. This regular weekly formal meeting shall consist of an Architect-City only session. Additionally, a subsequent Architect-City-Contractor formal session shall be held, whenever possible, immediately after the Architect-City only session. Weekly meetings shall be held at a place which is designated by the City. The Architect shall document and take written minutes of the weekly meetings.

e. Notwithstanding anything contained in subparagraph (d) of this paragraph to the contrary, the Architect shall not be required to take exhaustive or continuous on-site inspections to check the quality or quantity of the work. However, on the basis of its on-site observations as an architect, the Architect shall keep the City informed of the progress and quality of the work and shall endeavor to guard the City against defects and deficiencies in the work of the contractor.

f. The Architect shall not have control or charge of and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions or programs in connection with the work, for the acts or omissions of the contractor, subcontractors or any other person who performs any of the work, or for the failure of any of them to carry out the work in accordance with the contract documents.

g. The Architect shall at all times have access to the work wherever it is in preparation or progress, and the construction contract shall so provide.

h. The Architect shall determine the amounts which are from time to time owed to the contractor for the Project, based on its observations at the site and on evaluations of the contractor's applications for payment, and shall approve, along with the City's Project Coordinator, certificates for payment in such amounts, as provided in the contract documents.

i. The Architect's approval of a certificate for payment shall constitute a representation by the Architect to the City, based on the Architect's observations at the site and on the data which comprises the contractor's application for payment, that the work has progressed to the point indicated in such application; that, to the best of Architect's knowledge, information and belief, the completed of the work is in accordance with the contract documents (subject to an evaluation of the work for conformance with the contract documents upon the substantial completion of the Project, to the results of any subsequent test which is required by or performed under the contract documents, to minor deviations from the contract documents correctable prior to completion, and to any specific qualifications which are stated in the certificate for payment); and that the contractor is entitled to payment in the amount certified. However, the issuance of a certificate for payment shall not be a representation that

the Architect has made any examination to ascertain how and for what purpose the contractor has used the moneys paid on account of the contract sum.

j. The Architect, as the representative of the City shall be the interpreter of the requirements of the contract documents for the Project and the judge of the performance thereunder by the contractor. The Architect shall render all interpretations which may be necessary for the proper execution or progress of the work with reasonable promptness on the written request of either the City or the contractor and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the City and the contractor which relate to the execution or progress of the work or the interpretation of the contract documents. All such interpretations and decisions of the Architect shall be consistent with the intent of, and shall be reasonably inferable from, the contract documents and shall be in written or graphic form. In its capacity of interpreter and judge, the Architect shall also endeavor to secure faithful performance of the contract documents by the contractor.

k. Claims, disputes, and other matters in question between the contractor and the City shall be initially referred to the Architect for a decision. The Architect shall render a decision in writing within a reasonable time.

l. The City has final right of approval in regards to decisions in matters which relate to the approved visual design. The Architect's decision on any other claims, which do not relate to the approved visual design, dispute, or other matter, including a claim in question between the City and the contractor; shall be subject to arbitration as provided in this Agreement and in the contract documents.

m. The Architect shall have the authority to reject any work which does not conform to the contract documents. Whenever, in the Architect's reasonable opinion, it is necessary or advisable to do so in order to implement the intent of the contract documents, the Architect, with advance notice to and approval of the City, shall have the authority to require special inspections or testing of the work in accordance with the provisions of the contract documents, whether or not such work be then fabricated, installed, or completed.

n. The Architect shall review and sign or take other appropriate action with respect to the contractor's submittals, such as shop drawings, product data and samples, but only for conformance with the design concept of the work and with the information given in the contract documents. Such action shall be taken with reasonable promptness in order to cause no

unnecessary delay or interruption in the progress of the work. The Architect's review and signing of a specific item shall not indicate its approval of any assembly of which such item is a component.

o. Architect shall review the progress of the Contractors record documents at least monthly and report their status and suspected discrepancies and deficiencies to the City and the Contractor. The Architect's review of and reports on the Contractors record documents shall not indicate approval of the accuracy of these documents.

p. The Architect shall prepare change orders for the City's approval and execution in accordance with the contract documents and shall have authority to order minor changes in the work that does not involve an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the contract documents.

q. The Architect shall conduct inspections to determine the dates of substantial completion and of final completion; shall receive, review, and forward to the City for the City's review, written warranties and related documents which are required by the contract documents and which are required to be assembled by the Contractor; and shall issue a final certificate for payment for the Project.

r. The extent of the duties and responsibilities and the limitations on the authority of the Architect as the City's representative during construction shall not be modified or extended without the written consent of the City and the Architect.

8. Post-Construction Service Phase

a. Architect shall perform services necessary to assist the City in the use and occupancy of the Project facilities as further described in Appendix "B" and Appendix "F."

b. Architect shall review the Contractor's final record documents for clarity and completeness. The Architect shall coordinate needed corrections, clarifications, etc., to these documents with the Contractor and when deemed acceptable by the Architect, furnish the complete set to the City.

c. Architect shall provide warranty inspections including inspections during any staggered warranty periods until the end of the contractor's warranty period or until the end of a one (1) year period after the date of completion, whichever occurs later.

9. Supplemental Services Phase

a. Architect shall perform supplemental services as indicated in Appendix "B".

Additional Services

The services which are described in the following paragraphs 1 to 8, inclusive, are not services included in the Scope of Work. They shall be provided, if authorized in writing by the City, and, if so authorized, they shall be paid for by the City as provided in this Agreement, in addition to the compensation for the services performed within the Scope of Work.

1. Preparing documents of alternate, separate, or sequential bids; or providing extra services in connection with the bidding, negotiation, or construction prior to the completion of the Construction Contract Documents Phase; when such services are requested by the City and are in addition to those required by the Scope of Work, Section I(A) contained herein.
2. Providing services after the issuance to the City of the final certificate for payment, or, in the absence of a final certificate for payment, providing services more than sixty (60) days after the date which is determined by the Architect to be the date of substantial completion of the work.
3. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding other than City of Las Vegas Council Meeting(s) when requested by the City; and such other meeting(s) as a result of Architect's failure to comply with the document requirements as specified in the Scope of Work contained herein in Section I(A).
4. Making revisions in drawings, specifications, or other documents in situations in which such revisions are inconsistent with the written approvals or instructions which were previously given; are required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents; or are due to other causes which are not within the control of the Architect.
5. Providing consultation concerning the replacement of any work which may be damaged by fire or other cause during construction. Furnishing such services as may be required in connection with the replacement of such work.
6. Providing services which are made necessary:
 - a. By the default of the contractor;
 - b. by any major defect or deficiency in the work of the contractor; or

c. when the City and the Architect agree that the Contractor has failed to properly carry out the work thereby requiring additional services on the part of the Architect.

7. Providing any other service which is not otherwise included in this Agreement or is not customarily furnished in accordance with generally accepted architectural practices beyond those required under the Scope of Work, Section I(A) of this Agreement.

8. Providing detailed estimates of construction costs, detailed quantity surveys, or inventories of materials, equipment, and labor, beyond those required under the Scope of Work, Section I(A) of this Agreement.

C.

Owner's Review Process

1. Upon receipt of Architect furnished documents, the City's Project Coordinator as designated in Section VIII(A) herein, shall have three (3) working days for preliminary review of the documents furnished. The City's Project Coordinator will determine whether the documents comply with the appropriate requirements as contained in Appendices "B" and "F." After the preliminary review, if the City's Project Coordinator determines that the Pre-design documents are insufficient, inadequate, or incomplete for further review, the City shall notify Architect in accordance with the Notice provisions contained in Paragraph VIII(O). The decision by the City's Project Coordinator in this matter shall be final.

2. If the City's Project Coordinator determines that the documents are insufficient, inadequate, or incomplete for further review, the City shall, at City's option: i) declare Architect in default, or ii) demand a letter of explanation from Architect to the City as to the reason Architect furnished documents that are insufficient, inadequate, or incomplete. If the City elects the second option, Architect, at Architect's own expense, shall furnish six (6) additional sets of all documents that meet the requirements and that City's Project Coordinator determines are complete and sufficient for City review. Architect, at Architect's own expense, shall attend any meeting, whether formal or informal, or City Council meeting when requested by City to explain the reason Architect presented inadequate, insufficient, or incomplete documents to the City, and any delay that such submittal and resubmittal may cause in completion of the Project.

3. The City's review period in the Project Schedule attached hereto in Appendix "C" will not begin until the City's Project Coordinator determines that the documents presented by Architect fully comply with the requirements for the phase and as contained herein and described in Appendices "B" and "F."

4. After the City's Project Coordinator determines that the documents comply with the requirements contained in this Section and in Appendices "B" and "F," the City shall begin a review of the documents.

5. After the City reviews the documents, one (1) set of the documents shall be returned to the Architect with comments and corrections noted thereon. Architect shall incorporate all correction(s)/comment(s)/ change(s) he considers appropriate.

6. The Architect shall review with the City alternative approaches to the design and construction of the Project.

7. Prior to City's approval of the documents, Architect shall furnish written responses to City's correction(s)/comment(s)/ change(s) which state the action taken and reason for such action for each correction(s)/ comment(s)/change(s) presented by the City. After all such corrections or changes have been made and comments have been addressed to City's satisfaction by the Architect, the Architect shall furnish one set of all final documents to the City.

SECTION II - RESPONSIBILITIES OF CITY

A. The City shall:

1. Provide information concerning its requirements for the Project, including pre-design program information and other data which is relative to the design or construction of the Project. This includes furnishing special sections which may be required to be included in the contract specifications. (See Appendices "D" and "G.")

2. Guarantee access to, and make all necessary provisions for the Architect to enter upon, City-owned land as may be required in order for the Architect to perform its work under this Agreement.

3. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents which are presented by the Architect and render, in writing, decisions which pertain thereto within a reasonable time.

4. Advertise for proposals from bidders, open such proposals at the appointed time and place, and pay all costs incidental to the bidding process.

5. Give prompt written notice to the Architect whenever the City observes or otherwise becomes aware of any defect in the Project.
6. Provide such inspection services as may be required during construction of the Project in addition to those which the Architect is required to provide in accordance with the terms of this Agreement.
7. Provide Site Boundary and Topography Surveys.

SECTION III - PERIOD OF SERVICES

- A. The Architect shall proceed with the performance of the services called for in this Agreement as indicated in the Project Schedule, attached hereto as Appendix "C" and by this reference made a part hereof.
- B. The Construction Phase of this Agreement (Section I(A)(7)) shall commence with City's issuance of a notice to proceed to the contractor and shall continue throughout the length of the construction contract calendar days prior to any granted extensions.

SECTION IV - COMPENSATION

The City shall compensate the Architect for all of the services which the Architect provides hereunder in accordance with the terms of this Agreement, as follows:

- A. The City shall pay in the following manner for Architect's services performed in accordance with Section I(A), Scope of Work:

1. Design Services and Existing Facility Survey Phase

For services described in this Agreement in Section I(A)(1) for a fixed amount of \$14,100.00.

2. Construction Contract Documents Phase

For services described in this Agreement in Section I(A)(5) for a fixed amount of \$35,250.00.

3. Bidding and Negotiation Phase

For services described in this Agreement in Section I(A)(6) for a fixed amount of \$3,525.00.

4. Administration of the Construction Contract Phase

For services described in this Agreement in Section I(A)(7) for a fixed amount of \$14,100.

5. Post-Construction Service Phase

For services described in this Agreement in Section I(A)(8) for a fixed amount of \$3,525.00.

Total for Phases 1 through 5: \$70,500.

6. Supplemental Services Phase

For services described in this agreement in Section I(A)(9) as a part of the compensation for the phase of which the supplemental services are performed.

B. Payments for services shall be made thirty (30) days after the invoice is received by the City provided each invoice is received by the City for approval at least 10 or 15 days prior to the regular meeting of the City Council at which approval for the payment thereof is requested (meetings of the City Council being usually held on the first and third Wednesdays of each month). Payment shall be in proportion to the services which were performed within each phase of services.

C. All payments for services shall be paid on the basis for Architect's invoices in accordance with the percentage of completion of services rendered and accepted by the City.

D. For Additional Services described under Section I(B) of this Agreement, provided such additional services have been specifically requested and authorized by the City in writing, prior to the performance of the work, the following shall apply:

1. The Architect shall be compensated for the reasonable time spent by the Architect's principals and employees in accordance with the rates set forth in Appendix "E," attached hereto.

2. Additional services of professional consultants which are engaged for the normal architectural, structural, mechanical, electrical, civil, and geotechnical engineering services (other than the services required in the Scope of Work, Section I(A), which are required to be provided by the Architect), and specialized consultants as required shall be paid at a multiple of 1.15 times the amount which the consultant submits to Architect for such services, provided the rates have been previously approved in writing by the City.

3. The City shall reimburse the Architect for actual expenditures by the Architect at the rates shown in Appendix "E" and at a multiple as shown below times the actual expenditures made by Architect, and professional consultants in

only the areas set forth below, provided the expenditures have been authorized in writing in advance by the City, which shall be as follows:

- A. The expense of computer time, when it is used in connection with any of the Additional Services, as per Appendix "E."
- B. The expense of reproductions, postage and handling of drawings and specifications, excluding the sets which are to be furnished for the City's review and approval for each Phase times 1.10.
- C. The ARCHITECT shall perform and complete the work according to the schedule furnished to CITY's representative. If the ARCHITECT is delayed by conditions within his control, as determined by CITY after consultation with the ARCHITECT, CITY shall have the right to increase the percentage withheld from monthly payments under Section entitled "Compensation and Terms of Payment" of this AGREEMENT up to 10 percent (%) until such time as the ARCHITECT has complied with the schedule requirement or presented an acceptable plan for such compliance.
- D. If, and to the extent that the contract time which is initially established in the contract documents for the Project is exceeded or extended through no fault of the Architect, any services which are required of the Architect for the administration of the construction contract during such extended period will be considered as a potential Change in Scope of Work and compensation shall be in accordance with the provision in Section VIII(D) herein.
- E. The City has the option to withhold post construction phase fee until such time as the Project close-out is completed to the City's satisfaction. Interest shall accrue on the money at the same rate that interest accrues pursuant to NRS 338.160(3) on money withheld on construction contracts.

SECTION V - DEFAULT

- A. The occurrence of any of the following events shall be a default by Architect hereunder (hereinafter called "Events of Default"):
 - 1. If Architect shall default in the due observance and performance of any term, condition or covenant contained herein.

2. If Architect shall:
 - a. Voluntarily terminate operations or consent to the appointment of a receiver, trustee, or liquidator of Architect for all or a substantial portion of its assets;
 - b. Be adjudicated bankrupt, insolvent, file a voluntary petition in bankruptcy, to admit in writing Architect's inability to pay Architect's 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 Architect for the purpose of effecting any of the foregoing.
3. If any warrant, execution or other writ shall be issued or levied upon any property or assets of Architect and shall continue unvacated and in effect for a period of thirty (30) days.
4. If Architect should, in the judgment of the City, neglect to *execute* the work hereunder properly and with proper dispatch in accordance with the time schedule which *has* been agreed upon between the parties hereto for the Project.
 - B. If any such Event of Default continues for seven (7) calendar days after written notice to the Architect, City may, without prejudice to any other remedy it may have at law or in equity:
 1. Terminate this Agreement, suspend payment of all pending invoices otherwise due to Architect hereunder, and finish the work by such means as City may see fit. City may deduct from any balance due Architect, the cost of finishing the work. If the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budgeted for the Project, or in the event the cost of finishing Architect's work exceeds the balance due Architect, such excess shall be paid by Architect to City within five (5) days of invoicing by City; or terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the Architect except for the reasonable value for all work and services performed to the date of termination.
 2. The costs and expenses of completing the work of Architect shall be computed and audited by City's designated representative, whose certification thereof shall be final and binding upon the parties. The audit shall be made in accordance with generally accepted accounting principles and Architect shall pay all costs of such audit.

3. In the event City is required to perform or does perform or hires others to perform any work or services because of the default of the Architect, the cost thereof, plus an additional ten percent (10%) to cover City's overhead expenses, shall be promptly paid by Architect to City.

4. It is expressly agreed that City reserves the right to offset any and all claims made by Architect for payment of its fees hereunder or the reimbursement of additional costs it incurred with any claims that City might have against Architect for failure to comply with any of the terms and conditions of this Agreement.

5. In the event of the termination of this AGREEMENT, prior to the completion and stamping of construction documents, the CITY reserves the right to engage a new architect to redraw documents. The City retains contractual rights to all design concepts developed.

SECTION VI - RECORDS AND AUDITS

The Architect shall maintain separate, complete, and accurate records for the Project with respect to allowable costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. The Architect shall provide free access prior to final payment under this Agreement to the representatives of the City or the City's appointees, at all proper times to such books and records, and the right to examine and audit the same, and to make transcripts therefrom as necessary, and to allow inspection of all work data, documents, proceedings, and activities related to this Agreement with a seven (7) day written notice for a period of three (3) years from the date of final payment under this Agreement. In addition to the above accounting records, the Architect shall maintain records to show actual time and allowable costs with respect to each task set forth in Appendix "C" of this Agreement. The information gleaned or contained in said audit is for City use and, to the extent permitted by law, shall not be shared with or disseminated to any other entity or agency.

SECTION VII - MISCELLANEOUS PROVISIONS

A. The City's Project Coordinator

The City Engineer, or his authorized representative, is hereby designated as the City's Project Coordinator with respect to the work to be performed under this Agreement, and, as such he shall have complete authority to transmit instructions, to receive information, and to interpret and define the City's policies and decisions with respect to the materials, equipment elements, and systems which are pertinent to the work to be performed under this Agreement and to approve changes to Appendix "C," the "Project Schedule" that does not affect compensation. Architect shall be notified in writing by City as to the individual designated as the Project Coordinator.

B. Standards of Professional Services

All of the professional services to be rendered under this Agreement for the Project shall conform to the standard requirements set forth in this Paragraph B. Publication titles listed below shall conform to the standard requirements set forth in this Paragraph B. Publication titles listed below shall be of the editions that are adopted by City at the time of building permit application where applicable.

1. The Uniform Building Code, as published by the International Conference of Building Officials.
2. The National Electrical Code, as published by the National Fire Protection Association International.
3. The Uniform Plumbing Code, as published by the Western Plumbing Officials Conference.
4. The Heating, Ventilation, Air Conditioning Guide, as published by the American Society of Heating and Air Conditioning Engineers, and the Uniform Mechanical Code, as published by the International Conference of Building Officials.
5. The State of Nevada Industrial Commission codes of Safety Orders.
6. The regulations of the Division of Public Health Engineering, Nevada State Department of Health.
7. Municipal ordinances in effect at the Project site.
8. Regulations of the City's Department of Fire Services, including without limitation the Uniform Fire Code and all ordinances of the City which pertain to fire safety.
9. Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, as amended to date.

10. All mandatory standards and policies relating to energy efficiency contained in the State of Nevada energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

11. The requirements of the American's with Disabilities Act, Public Law 101-336.

12. All other applicable federal, state and local acts, laws, rules or regulations.

C. The Architect's Employees

Architect, or an alternate who is a key personnel of Architect and is designated by the Architect with approval by the City in writing, shall be in charge of the work at all times. City shall not unreasonably deny approval of Architect's designated alternate.

D. Changes in Scope of Work

The City's Project Coordinator may, at any time, issue written directions which require additional work or which direct the omission of or variations in the work to be performed under this Agreement and within the general scope thereof. If any such direction results in a change in the amount or character of the work covered by the fee compensation provided for herein, an equitable adjustment in such compensation shall be made, and the Agreement shall be modified in writing accordingly. Any claim of the Architect for adjustment under this provision must be asserted by Architect in writing, as a fee dispute under the provision of Subsection G of this section, thirty (30) days after the date the Architect receives notification of such change. The City's Project Coordinator, if he determines that the facts justify such adjustment, may receive and consider such claim and may adjust the same at any time prior to the date on which the final settlement with the Architect is to be made.

E. Termination and Progress Payments

The City reserves the right to terminate this Agreement without cause or for default on the part of the Architect immediately upon written notification to the Architect. Notification of the Architect is deemed to have occurred on the earlier of the following: (i) the date that such notice is received by the Architect or (ii) two (2) business days after the day that the City deposits the written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in Section VII(O).

If this Agreement is terminated upon completion of any Phase of the Architect's services, then the progress payments to be made in accordance with the Agreement on account of that and all prior Phases shall constitute the total obligation for the services which the Architect has rendered. If the Agreement is terminated during any Phase of the Architect's services, the

Architect shall be paid for the services which were performed during that Phase on the basis of a reasonable estimate of the value of that portion of such Phase which was completed prior to such termination.

F. Insurance

The Architect shall provide, and shall maintain in full force and effect at all times during the period in which this Agreement is in effect, and for one (1) year after completion of the Project, the following insurance coverages:

1. Coverage for claims under the Nevada Industrial Insurance Act.
2. Professional liability insurance in an Errors and Omissions coverage in an amount of not less than \$1,000,000.
3. Architect's insurance shall include the following:
 - a. Employer's liability and comprehensive general liability insurance shall include "all states" endorsements. to the extent that Architect's work, or work under his direction, may require, the comprehensive general liability coverage shall contain no exclusion relative to damage to underground property.
 - b. The limits of liability for Architect's liability insurance shall not be less than:
 - (1) Workmen's Compensation: Statutory.
 - (2) Professional Liability Insurance: \$1,000,000.
 - (3) Comprehensive General Liability -- Bodily Injury and Property Damage: \$1,000,000 combined single limit.
 - (4) Comprehensive Automobile Liability -- Bodily Injury and Property Damage: \$1,000,000 combined single limit.

Except for the coverages required under 2. above, the insurance coverages required herein shall name the City as an additional insured party.

G. Disputes

Except as otherwise provided in this Agreement, any fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City's Project Coordinator, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Architect. The decision of the City's Project Coordinator shall

be final and conclusive unless, within thirty (30) days after the date on which the Architect receives its copy of such decision, the Architect mails or otherwise furnishes to the City's Project Coordinator a written appeal from the decision, addressed to the City Council in care of the Director of the Department of Public Works of the City. The decision of said City Council, or its duly authorized representative for the determination of any such appeal, shall be final and conclusive. The Architect shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute hereunder, the Architect shall proceed diligently with the performance of work to be performed under this Agreement and in accordance with the City's Project Coordinator's decision.

H. Non-Fee Disputes

Any non-fee dispute between the parties relating to the performance of the Architect under this Agreement may be submitted for decision to the Nevada Arbitration Association. If so submitted, the dispute shall be decided by a single arbitrator (unless the parties agree to more than one arbitrator) selected in accordance with the rules of the Nevada Arbitration Association. As a condition precedent to such arbitration, the aggrieved party must provide the other party with written notice of its intent to arbitrate within twenty (20) days of the occurrence of the dispute between the parties. Service of the written notice of arbitration shall preserve that party's right of arbitration, but shall not obligate the party to proceed with such arbitration. In the event that either party desires to proceed with such arbitration, a written demand for such arbitration shall be filed with the other party and with the Nevada Arbitration Association within thirty (30) days after completion of the Agreement.

I. Consent to Arbitration

In the event the City is named as a party to any arbitration action arising out of or resulting from the construction of the Project, at the sole discretion of the City, the Architect may be joined as a party in the arbitration proceeding to be bound by any decision resulting therefrom. The arbitration shall take place in the State of Nevada and will be conducted through either the Nevada Arbitration Association (NAA) or the American Arbitration Association (AAA).

In the event of arbitration, it is agreed by the parties hereto that all means of discovery, including but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have

all authority to impose sanctions against either party for failing to comply with the rules for discovery provided under the Nevada Rules of Civil Procedure.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

J. Ownership of Documents

All documents which are prepared as instruments of service are, and shall remain, the property of the Owner except as prohibited by NRS/law. All reports, plans, design concepts, information, data, and similar documents which are given, prepared or assembled by the Architect or any of its subcontractors under this Agreement shall not be made available to any individual or organization without the prior written consent of the City except for presentations, awards, copyrighted materials, or publication through the media. City shall have access to such documents as needed.

K. Covenant Against Contingent Fees

The Architect hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement by or through any agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the Architect and bona fide established commercial or selling agencies which are maintained by the Architect for the purpose of securing business and the existence of which, if any, has been fully disclosed to the City. For a breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or upon its discretion to deduct from the contract price or consideration, or otherwise to recover, the full amount of such commission, percentage, brokerage, or contingent fee.

L. Patent Indemnity

Except as is otherwise provided in this Agreement, the Architect agrees to, and hereby does, indemnify the City and its officers, agents and employees against all liability, including costs and expenses, for the infringement upon any patents and/or copyright which have been issued by the United States which may arise out of the performance of this Agreement or out of the use or disposal, by or for the account of the City, of any of the supplies furnished, or any design construction work performed, hereunder or as a consequence hereof.

M. Direct Personnel Expense

Direct personnel expense is defined as the direct salaries of all of the Architect's personnel who are engaged on the Project and that portion of the costs of the mandatory and customary contributions and benefits which are related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits which are made on behalf of or conferred upon the Architect's employees. The current direct personnel expenses for the respective employees of the Architect are enumerated in Appendix "E."

N. Architect - Independent Contractor

It is hereby expressly agreed and understood that, in the performance of the services provided for herein, the Architect and any other architect, engineer, or consultant who is employed by the Architect hereunder shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall not be liable for salary, employment taxes, other statutory employee benefits, or other employee benefits; including but not limited to, insurance, sick leave, pensions and other payments or deductions to employee or employee unions of the Architect or any other engineer or consultant hired by the Architect's employee(s). The City shall not be considered a guarantor of such payments.

O. Successors and Assigns

The City and the Architect each binds itself and each of its successors, executors, administrators, and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect of all of the mutual covenants and promises in this Agreement contained; provided, however, that neither the City nor the Architect may assign, sublet, or transfer its interest in and to this Agreement without the written consent of the other. Nothing contained herein shall be construed or operate as creating any personal liability on the part of any officer or agent of the City.

P. Notices

Any notice which is required or appropriate to be given under this Agreement shall be deemed delivered if the same is sent to the addresses hereinafter set forth. The deposit of any such notice in the United States Mail, postage prepaid, shall constitute delivery:

1. If to the City, addressed as follows:
CITY OF LAS VEGAS
Att: Paul S. Farkas
Architectural Superintendent
400 E. Stewart Avenue
Las Vegas, Nevada 89101

2. If to the Architect, addressed as follows:

Q. Indemnity

Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, Architect shall protect, indemnify, and hold harmless the City, its officers and employees from any and all claims, damages, losses, personal injuries or wrongful death, expenses, suits, actions, decrees, judgments, attorney fees, and court costs which the City, its officers or employees may suffer, or which may be sought against, recovered from, or obtainable against the City, its officers or employees as a result of, or by reason of, or arising out of the negligent acts or omissions of the Architect, its subcontractors, agents, or anyone directly employed by the Architect's subcontractor or agent, in fulfillment or performance of the terms, conditions, or covenants of this Agreement.

It is expressly agreed that the City and the Architect shall each initially pay their respective costs in defending themselves in any and all suits or actions which may be brought against them, their officers, or employees because of, or by reason of, the negligent act or omission of either of them unless such suit or action is defended on their behalf by the contractor under any construction contract. However, the parties hereto agree that in the event the suit or action is reduced to judgment, then the costs of such defense shall be ultimately divided or distributed between the parties in the following manner:

1. An adjudication by the court or trier of fact that neither the City nor the Architect is responsible or liable for the plaintiffs' injuries or damages, then each party shall bear its own costs and expenses of litigation.
2. An adjudication by the court or trier of fact that the Architect is solely or partly responsible and liable for the plaintiffs' injuries or damages while the City is relieved of any responsibility and liability, then the Architect shall reimburse the City for all of its costs and expenses of litigation.
3. An adjudication by the court or trier of fact that the City is solely or partly responsible and liable for the plaintiffs' injuries or damages while the Architect is relieved of any responsibility and liability, then the City shall reimburse the Architect for all of its reasonable costs and expenses of litigation.
4. An adjudication by the court or trier of fact which determines responsibility and liability on a comparative basis between the parties, then the City and the Architect shall share in the total costs and expenses of litigation in

that amount determined by multiplying the total percentage of fault or liability attributable to the respective parties by the total costs and expenses of litigation.

In the event that the suit or action is settled between the litigants, each party shall be responsible for all of its costs and expenses of litigation, unless the settlement agreement provides otherwise.

R. Architect Warranties

Architect represents and warrants:

1. That it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete this Agreement with funds as disbursed from the City to the Architect under the conditions of the Agreement; that it is able to furnish the plant, tools, materials, supplies, equipment, and labor; that it is experienced in and competent to perform the work contemplated by this Agreement; and that it is qualified to do the work herein and is authorized to do business in the State of Nevada.

2. That the Architect holds a license, permit, or other special license to perform the services included in this Agreement, as required by law.

S. Architectural Subcontracts

Architect agrees to include in all professional subcontracts in connection with performance of the terms and obligations imposed under this Agreement the following:

1. A provision that Architect agrees to pay the subcontractor when paid for that portion of the work by the City, that no liability arises on the part of the Architect to the subcontractor for payment of the subcontracted work until payment has been made by the City, and that if the City has paid the Architect for said subcontracted work; then the subcontractor's only recourse is against the Architect and not against the City, either through the institution of legal or equitable action or the attachment of any lien;

2. A provision that the subcontractors have no more rights against the City than that of the Architect;

3. A provision that the subcontractor agrees to be bound by all the terms, conditions, and obligations of this Agreement unless the City has approved any deviations, changes, or modifications in writing;

4. A provision that the subcontractor will obtain and maintain professional errors and omissions insurance coverage in connection with the subcontracted work in an amount equal to that required of the Architect as provided in Section VIII(F) of this Agreement; and

5. A provision that the subcontractor agrees to the document, "General Conditions of the Contract for On-Site Construction," attached hereto as Appendix "D" and incorporated herein by this reference.

SECTION VIII - GENERAL PROVISIONS

A. Statements of the probable construction costs and detailed cost estimates which are prepared by the Architect represent Architect's best judgment as a design professional in the construction industry. It is recognized, however, that neither the Architect nor the City has any control over the costs of labor, materials, equipment, contractor's methods of determining bid prices, or competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that the bids will not vary from any statement of the probable construction costs or other cost estimate prepared by it.

B. The fixed construction cost limit for the Project is \$499,245.00 and includes a bidding contingency of approximately five percent (5%) and a construction conflicts and contingency allowance of ten percent (10%). Therefore, the targeted construction cost figure to be used by Architect for required cost estimates is \$574,133.00.

C. The Architect is authorized to determine what materials, equipment, component systems, and types of construction are to be included in the contract documents. The Architect is further authorized to make City approved adjustments in the scope of the Project to bring it within the fixed limit for the Project and to include in the contract documents, City approved alternate bids to adjust the construction costs to the fixed limit.

D. For the Project, if the lowest responsive and responsible bid (or negotiated proposal), the detailed cost estimate or the statement of the probable construction costs of the Project exceeds the fixed construction cost limit (including the bidding contingency) which has been established as a condition of this Agreement, the City may (1) give written approval of an increase in such fixed limit, (2) authorize the rebidding of the Project within a reasonable time, (3) cooperate in revising the Project scope and quality as required to reduce the probable construction cost, or (4) cancel the Project. In the case of (3), Architect, without additional charge, shall modify the drawings and specifications as may be necessary in order to bring the construction cost within the fixed limit.

E. This Agreement shall be governed by the laws of the State of Nevada.

F. As between the parties to this Agreement, any applicable statute of limitations with respect to any act or failure to act by either party shall commence to run, and any alleged cause of action shall be deemed to have accrued, in any and all events not later than the relevant date which is determined to be the date of substantial completion of the Project; or, with respect to any act or failure to act which occur after such date, not later than the date of the issuance of the final certificate for payment for the Project.

G. The City and the Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for any damage which is fully reimbursed by the required property insurance during construction. The City and the Architect each shall require similar waivers from their respective contractors, consultants, and agents.

H. This Agreement represents the entire and integrated agreement between the City and the Architect and supersedes all prior negotiations, representations, or agreements; either written or oral. This Agreement may be amended only by a written instrument which is signed by both the City and the Architect.

I. The provisions set forth in Appendices "A," "B," "C," "D," "E," "F," "G," and "H," attached hereto, are hereby incorporated into and made a part of this Agreement.

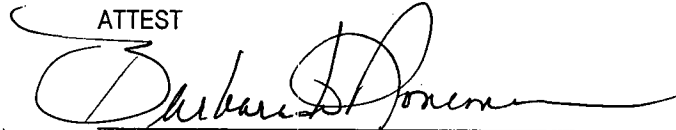
J. The Architect acknowledges the City's requirements as stated in Appendix "D" - City's General Conditions, of the contract for on-site construction, attached hereto and incorporated by reference, and the Architect agrees to incorporate this document into the contracts the Architect prepares for bidding on the Project covered by this Agreement. The Architect further agrees to perform in accordance with the obligations as stated in the General Conditions.

K. This Agreement was prepared after negotiations between the parties hereto, and shall be construed as drafted by both parties.

L. In the event of any discrepancy or dispute between the Agreement and the AIA document, the Agreement shall prevail over the AIA document. In the event of a conflict between the description of services in Appendix "B" and the services described in subsections (A)(1) through (A)(9) in Section I in the Scope of Work, then the more restrictive language in terms of conferring a greater benefit upon the City, shall control unless otherwise agreed to by the City in writing.

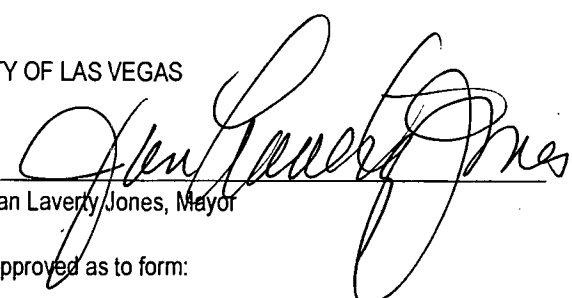
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST

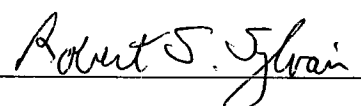

Roni Ronemus City Clerk

CITY OF LAS VEGAS

By


Jan Lavery Jones, Mayor

Approved as to form:

 3-11-99
Date

ARCHITECT

By


Wayne P. Schreiner, AIA
Principal, HSA Architects, Inc.

ATTEST

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APPENDIX A

VARIETY DAY CARE PROJECT DIRECTORY

**TO BE DETERMINED IN A MANNER ACCEPTABLE TO THE CITY
OF LAS VEGAS.**

APPENDIX B

SCHEDULE AND DESCRIPTION OF DESIGNATED SERVICES

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SCHEDULE OF DESIGNATED SERVICES

PROJECT: VARIETY DAY CARE

PROJECT #:

DATE:

* R: Responsibility

**M: Method of Compensation

Pre-Design
Site Analysis
Schematic Design
Design Development
Contract Documents
Bidding/Negotiations
Contract Administration
Post-Contract

PROJECT ADMIN. & MANAGEMENT SERVICES

R M R M R M R M R M R M R M R M R M Remarks and Exceptions

.01 Project Administration
.02 Disciplines Coord./Doc. Checking
.03 Agency Consulting Review/Approval
.04 Owner-Supplied Data Coordination
.05 Schedule Development/Monitoring
.06 Preliminary Estimate of Cost of Wor
.07 Presentation

PRE-DESIGN SERVICES

.08 Programming
.09 Space Schematics/Flow Diagrams
.10 Existing Facilities Surveys
.11 Marketing Studies
.12 Economic Feasibility Studies
.13 Project Financing

SITE DEVELOPMENT SERVICES

.14 Site Analysis and Selection
.15 Site Development Planning
.16 Detailed Site Utilization Studies
.17 On-Site Utility Studies
.18 Off-Site Utility Studies
.19 Environmental Studies/Reports
.20 Zoning Processing Assistance
.21 Geotechnical Engineering
.22 Site Surveying

SCHEDULE OF DESIGNATED SERVICES

PROJECT: VARIETY DAY CARE

PROJECT #:

DATE:

* R: Responsibility

**M: Method of Compensation

Pre-Design

Design Development

Contract Documents

Bidding/Negotiations

Contract Administration

Post-Contract

R M R M R M R M R M R M R M R M

DESIGN SERVICES

.23 Architectural Design/Documentation
.24 Structural Design/Documentation
.25 Mechanical Design/Documentation
.26 Electrical Design/Documentation
.27 Design/Documentation
.28 Landscape Design/Documentation
.29 Interior Design/Documentation
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POST-CONTRACT SERVICES

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Programming
.50 Start-Up Assistance
.51 Record Drawing
.52 Warranty Review
.53 Post-Contract Evaluation

A
A

SCHEDULE OF DESIGNATED SERVICES

Supplemental Services

PROJECT: VARIETY DAY CARE

PROJECT #:

DATE:

* R: Responsibility

**M: Method of Compensation

R|M|Remarks and Exceptions

SUPPLEMENTAL SERVICES

.54 Special Studies			
.55 Tenant-Related Services			
.56 Special Furnishings Design			
.57 FF&E Services			
.58 Special Disciplines Consultation			
.59 Special Building Type Consultation			
.60 Fine Arts and Crafts			
.61 Graphic Design			
.62 Renderings			
.63 Model Construction			
.64 Still Photography			
.65 Motion Picture and Videotape			
.66 Life Cycle Cost Analysis			
.67 Value Analysis			
.68 Energy Studies			
.69 Quantity Surveys			
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.80 Leasing Brochures			
.81 Pre-Contract Administration/Management			
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.83 Extended Contract Administration/Management			

SCHEDULE OF DESIGNATED SERVICES

PROJECT: VARIETY DAY CARE

PROJECT #:

DATE:

* R: Responsibility

**M: Method of Compensation

Supplemental Services

R M Remarks and Exceptions

N

OTHER SERVICES

*R: RESPONSIBILITY

O: OWNER

N: NOT PROVIDED

A: ARCHITECT

**M: METHOD OF COMPENSATION

1. Multiple of Direct Personnel Expense

2. Professional Fee Plus Expenses

3. Percentage of Construction Cost

4. Stipulated Sum

5. Hourly Billing Rates

6. Multiple of Amounts Billed to Architect

7. Other: _____

In conjunction with the descriptions of terms and conditions of this Agreement, the Designated Services, where identified above by appropriate initial, shall be provided by the Owner or the Architect or not at all. In conjunction with the compensation and payment terms of this Agreement the Owner shall compensate the Architect for such designated services performed by the Architect on the basis of the Method of Compensation identified above by an appropriately keyed number.

OWNER

(Signature)

ARCHITECT

(Signature) HSA ARCHITECTS, INC.

DESCRIPTION OF DESIGNATED SERVICES

page 1

GENERAL**.00 Definitions specific to this document:**

- .01 Agreement - Legal agreement between the Owner (City) and the Architect, dated _____, and for which this document is designated as Appendix "B".
- .02 Architect - As defined in the Agreement.
- .03 Architect's Consultant(s) - Professional design firm(s) hired by, and the responsibility of, the Architect, to provide a portion of the Architect's work under the Agreement.
- .04 Owner - The CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada, in the capacity of the owner of the project and a party to the Agreement.

PROJECT ADMINISTRATION AND MANAGEMENT SERVICES**.01 Project Administration services consisting of administrative functions including:**

- .01 Consultation.
- .02 Research.
- .03 Conferences.
- .04 Communications.
- .05 Travel time.
- .06 Progress reports.
- .07 Direction of the work of in-house personnel.
- .08 Coordination of work by the Owner's forces.

.02 Disciplines Coordination/Document Checking consisting of:

- .01 Coordination between the architectural work and the work of engineering and other disciplines involved in the Project.
- .02 Review and checking of documents prepared for the Project by the Architect and the Architect's Consultants.

.03 Agency Consulting/Review Approval services, including:

- .01 Agency consultations.
- .02 Research of critical applicable regulations.
- .03 Research of community attitudes.
- .04 Preparation of written and graphic explanatory materials.
- .05 Appearances on Owner's behalf at agency and community meetings.

The services below apply to applicable laws, statutes, regulations and codes of regulating entities and to reviews required of user or community groups with limited or no statutory authority but

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DESCRIPTION OF DESIGNATED SERVICES

page 2

significant influence on approving agencies and individuals, including:

- .06 Local political subdivisions.
- .07 Planning boards.
- .08 County agencies.
- .09 Regional agencies.
- .10 Federal agencies.
- .11 User organizations.
- .12 Community organizations.
- .13 Consumer interest organizations.
- .14 Environmental interest groups.

.04 Owner-Supplied Data Coordination, including:

- .01 Review and coordination of data furnished for the Project as a responsibility of the Owner.
- .02 Assistance in establishing criteria.
- .03 Assistance in obtaining data, including, where applicable, documentation of existing conditions.

.05 Schedule Development/Monitoring services, including:

- .01 Establishment of initial schedule for Architect's services, decision-making, design, documentation, contracting and construction, based on determination of scope of Architect's services.
- .02 Review and update of previously established schedules during subsequent phases.

PRE-DESIGN SERVICES

.08 Programming services consisting of consultation to establish and document the following detailed requirements for the Project:

- .01 Design objectives, limitations and criteria.
- .02 Development of initial approximate gross facility areas and space requirements.
- .03 Space relations.
- .04 Number of functional responsibilities personnel.
- .05 Flexibility and expandability.
- .06 Special equipment and systems.
- .07 Site requirements.
- .08 Development of a preliminary budget for the Work based on programming and scheduling studies.
- .09 Operating procedures.

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DESCRIPTION OF DESIGNATED SERVICES

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- .10 Security criteria.
- .11 Communications relationships.
- .12 Project schedule.
- .09 **Space Schematics/Flow Diagrams** consisting of diagrammatic studies and pertinent descriptive text for:
 - .01 Conversion of programmed requirements to net area requirements.
 - .02 Internal functions.
 - .03 Human, vehicular and material flow patterns.
 - .04 General space allocations.
 - .05 Analysis of operating functions.
 - .06 Adjacency.
 - .07 Special facilities and equipment.
 - .08 Flexibility and expandability.

SITE DEVELOPMENT SERVICES

- .19 **Environmental Studies and Reports** consisting of:
 - .01 Determination of need or requirements for environmental monitoring, assessment and/or impact statements.
 - .02 Ecological studies.
 - .03 Preparation of environmental assessment reports.
 - .04 Preparation of environmental impact reports.
 - .05 Attendance at public meetings and hearings.
 - .06 Presentations to governing authorities.
- .20 **Zoning Processing Assistance** consisting of:
 - .01 Assistance in preparing applications.
 - .02 Development of supporting data.
 - .03 Preparation of presentation materials.
 - .04 Attendance at public meetings and hearings.

DESIGN SERVICES

- .23 **Architectural Design/Documentation:**
 - .01 During the Schematic Design Phase, responding to program requirements and preparing:
 - .01 Review of Owner's Program and Budget.
 - .02 Conceptual site and building plans.
 - .03 Preliminary sections and elevations.
 - .04 Preliminary selection of building systems and materials.
 - .05 Development of approximate dimensions, areas and volumes.
 - .06 Perspective sketch(es).

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DESCRIPTION OF DESIGNATED SERVICES

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- .07 Study model(s).
- .02 During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
 - .01 Plans, sections and elevations.
 - .02 Typical construction details.
 - .03 Three-dimensional sketch(es).
 - .04 Study model(s).
 - .05 Final materials selection.
 - .06 Equipment layouts.
- .03 During the Contract Documents Phase consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.
- .24 Structural Design/Documentation:
 - .01 During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
 - .01 A predetermined structural system.
 - .02 alternate structural systems.
 - .02 During the Design Development Phase consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish:
 - .01 Basic structural system and dimensions.
 - .02 Final structural design criteria.
 - .03 Foundation design criteria.
 - .04 Preliminary sizing of major structural components.
 - .05 Critical coordination clearances.
 - .06 Outline Specifications or materials lists.
 - .03 During the Contract Documents Phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.

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DESCRIPTION OF DESIGNATED SERVICES

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.25 Mechanical Design/Documentation:

.01 During the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:

- .01 Energy source(s).
- .02 Energy conservation.
- .03 Heating and ventilating.
- .04 Air conditioning.
- .05 Plumbing.
- .06 Fire protection.
- .07 General space requirements.

.02 During the Design Development Phase consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline Specifications or materials lists to establish:

- .01 Approximate equipment sizes and capacities.
- .02 Preliminary equipment layouts.
- .03 Required space for equipment.
- .04 Required chases and clearances.
- .05 Acoustical and vibration control.
- .06 Visual impacts.
- .07 Energy conservation measures.

.03. During the Contract Documents Phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

.26 Electrical Design/Documentation:

.01 During the Schematic Design Phase consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:

- .01 Power service and distribution.
- .02 Lighting.
- .03 Telephones.
- .04 Fire detection and alarms.
- .05 Security systems.
- .06 Electronic communications.
- .07 Special electrical systems.

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DESCRIPTION OF DESIGNATED SERVICES

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- .08 General space requirements.
- .02 During the Design Development Phase consisting of continued development and expansion of electrical Schematic Design Documents and development of outline Specifications or materials lists to establish:
 - .01 Criteria for lighting, electrical and communications systems.
 - .02 Approximate sizes and capacities of major components.
 - .03 Preliminary equipment layouts.
 - .04 Required space for equipment.
 - .05 Required chases and clearances.
- .03 During the Contract Documents Phase consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical requirements for the Project.
- .27 Civil Design/Documentation:
 - .01 During the Schematic Design Phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:
 - .01 On-site utility systems.
 - .02 Fire protection systems.
 - .03 Drainage systems.
 - .04 Paving.
 - .02 During the Design Development Phase consisting of continued development and expansion of civil Schematic Design Documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site and off-site civil engineering work.
 - .03 During the Contract Documents Phase consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Project.
- .28 Landscape Design/Documentation:
 - .01 During the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment and development of conceptual design solutions for land forms, lawns and plantings

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DESCRIPTION OF DESIGNATED SERVICES

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based on program requirements, physical site characteristics, design objectives and environmental determinants.

- .02 During the Design Development Phase consisting of continued development and expansion of landscape Schematic Design Documents and development of outline Specifications or materials lists to establish final scope and preliminary details for landscape work.
- .03 During the Contract Documents Phase consisting of preparation of Drawings and Specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project.

.29 Interior Design/Documentation:

- .01 During the Schematic Design Phase consisting of space allocation and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements in order to establish:
 - .01 Partition locations.
 - .02 Furniture and equipment layouts.
 - .03 Types and qualities of finishes and materials for furniture, furnishings and equipment.
- .02 During the Design Development Phase consisting of continued development and expansion of interior Schematic Design Documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:
 - .01 Interior construction of the Project.
 - .02 Special interior design features.
 - .03 Furniture, furnishings and equipment selections.
 - .04 Materials, finishes and colors.
- .03 During the Contract Documents Phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development Documents, setting forth in detail the requirements for interior construction and for furniture, furnishings and equipment for the Project.

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DESCRIPTION OF DESIGNATED SERVICES

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.31 Materials Research/Specifications:

.01 During the Schematic Design Phase consisting of:

- .01 Identification of potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.
- .02 Investigation of availability and suitability of alternative architectural materials, systems and equipment.
- .03 Coordination of similar activities of other disciplines.

.02 During the Design Development Phase consisting of activities by in-house architectural personnel in:

- .01 Development and coordination of Specifications by in-house forces and Architects Consultants in CSI 16 Division format as follows:

- .01 Complete Division 1.
- .02 Divisions 10, 15, & 16 to be 50% complete.
- .03 Outline all other Divisions with a "Work Included" paragraph for each section.

- .02 Production of design manual including design criteria outline Specifications or materials lists, and manufacturer catalog cut sheets of major products/equipment/fixtures used.

.03 During the Contract Documents Phase consisting of activities of in-house architectural personnel in:

- .01 Assistance to the Owner in development and preparation of bidding and procurement information which describes the time, place and conditions of bidding forms, and the form(s) of Agreement between the Owner and Contractor(s).
- .02 Assistance to the Owner in development and preparation of the Conditions of the Contract (General, Supplementary and other Conditions).
- .03 Development and preparation of Specifications describing materials, systems and equipment, workmanship, quality, testing, inspection, and performance criteria required for the construction of the Project.
- .04 Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.

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DESCRIPTION OF DESIGNATED SERVICES

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BIDDING OR NEGOTIATION SERVICES

- .32 Bidding Materials services consisting of assisting the Owner in organizing and coordination of the Bidding Documents. Making available to the Owner, the construction documents, for reproduction.
- .33 Addenda services consisting of preparation of Contract Drawing and Specification related Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, and instructions.
- .34 Bidding/Negotiation services consisting of:
 - .01 Prequalification of Bidders if recommended by Architect.
 - .02 Participation in pre-bid conference(s).
 - .03 Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.
 - .05 Attendance at bid opening(s).
- .35 Analysis of Alternates/Substitutions consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals.
- .36 Special Bidding services consisting of:
 - .01 Attendance at bid openings, participation in negotiations, and documentation of decisions for multiple contracts or phased Work.
 - .02 Technical evaluation of proposals for building systems.
 - .03 Participation in detailed evaluation procedures for building systems proposals.

CONTRACT ADMINISTRATION SERVICES

- .39 Submittal Services consisting of:
 - .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
 - .02 Distribution of submittals to Owner, Contractor and/or Architect's field representative as required.
 - .03 Maintenance of master file of submittals.
 - .04 Related communications.

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DESCRIPTION OF DESIGNATED SERVICES

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- .41 Project Representation consisting of selection, employment and direction of:
 - .01 Project Representative(s) whose specific duties, responsibilities and limitations of authority shall be as described in the edition of AIA Document B352 current as of the date of this Agreement or as set forth in an exhibit to be incorporated in this Agreement under Article 1.6.
- .44 Quotation Requests/Change Orders consisting of:
 - .01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
 - .02 Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
 - .03 Review and recommendations relative to changes in time for Substantial Completion.
 - .04 Negotiations with Contractor(s) on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.
 - .05 Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
 - .06 Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.
- .47 Interpretations and Decisions consisting of:
 - .01 Review of claims, disputes or other matters between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.
 - .02 Rendering written decisions within a reasonable time and following the procedures set forth in the General Conditions of the Contract for On-Site Construction for resolution of claims and disputes.
- .48 Project Closeout services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:
 - .01 A detailed inspection with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor(s) of items to be completed or corrected.
 - .02 Determination of the amounts to be withheld until final completion.
 - .03 Securing and receipt of consent of surety or sureties, if any, to

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DESCRIPTION OF DESIGNATED SERVICES

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reduction in or partial release of retainage or the making of final payment(s).

- .04 Issuance of Certificate(s) of Substantial Completion.
- .05 Inspection(s) upon notice by the Contractor(s) that the Work is ready for final inspection and acceptance.
- .06 Notification to Owner and Contractor(s) of deficiencies found in follow-up inspection(s), if any.
- .07 Final inspection with the Owner's representative to verify final completion of the Work.
- .08 Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.
- .09 Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s).
- .10 Issuance of final Certificate(s) for Payment.

POST-CONTRACT SERVICES**.51 Record Drawing services consisting of:**

- .01 Making arrangements for obtaining from Contractor(s) information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work.
- .02 Review of general accuracy of information submitted and certified by the Contractor(s).
- .03 Preparation of record drawings based on certified information furnished by the Contractor(s).
- .04 Transmittal of record drawings and general data appropriately identified, to the Owner and others as directed.

.52 Warranty Review consisting of:

- .01 Consultation with and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.
- .02 Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.
- .03 Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Contractor(s) for correction of noted defects.

* The text in this document is, for the most part, the same as portions of the American Institute of Architects Document B163, 1993 edition. Revisions have been made for incorporation into the Owner's standard agreement.

APPENDIX C

VARIETY DAY CARE PROJECT SCHEDULE

**TO BE DETERMINED IN A MANNER ACCEPTABLE TO THE CITY
OF LAS VEGAS.**

APPENDIX D

INVITATION TO BID & GENERAL CONDITIONS OF THE CONTRACT FOR ON-SITE CONSTRUCTION

City of Las Vegas

GENERAL SERVICES DEPARTMENT
PURCHASING & CONTRACTS DIVISION
CITY HALL, 1ST FLOOR
400 E. STEWART AVENUE
LAS VEGAS, NEVADA 89101-2986
(702) 229-6231
FAX (702) 384-9964
TDD (702) 386-9108
www.ci.las-vegas.nv.us/bids.html



RALPH SHACKELFORD
DIRECTOR

LUCILLE T. CARRUTHERS, C.P.M.
MANAGER

CONTRACTS SPECIALIST

INVITATION TO BID
BID NO. XX.XXXX.XX
NAME OF BID

SCOPE OF WORK:

The estimated monetary range of the project is: \$_____ to \$_____.

PWP-_____

MANDATORY PRE-BID ATTENDANCE

If your firm intends to submit a bid for the attached project, your attendance at the Pre-bid Conference is required, pursuant to the Resolution adopted by the City Council on October 12, 1998.

Failure to do so will result in your bid being deemed non-responsive and it will be returned to you unopened. Further, no protest will be considered should your firm fail to attend the mandatory Pre-bid Conference.

A copy of the Resolution is available upon request.

PRE-BID CONFERENCE: Will be held on _____ at _____ in the Purchasing and Contracts Division Conference Room, First Floor, City Hall Complex, 400 East Stewart Avenue. The purpose of this conference is to discuss the specifications and any prospective bidders concerns and the City of Las Vegas' Minority, Women-Owned and Disabled Veterans' Business Enterprise Policy.

BID OPENING: All bids must be received in the office of the City Clerk, First Floor, City Hall Complex, 400 East Stewart Avenue, Las Vegas, NV 89101-2986, prior to 3:00 p.m. on _____. Bids stamped after the designated time, will be returned to the Bidder unopened. Bids will be publicly opened and read aloud, immediately after the established closing time and date, in the Office of the Purchasing and Contracts Division, First Floor, City Hall Complex.

DOCUMENTS CAN BE OBTAINED: Bid documents will be available on _____ and may be obtained at the Office of the Purchasing and Contracts Division, 400 East Stewart Avenue, Las Vegas NV 89101, for a non-refundable charge of \$_____. If documents are to be mailed, there will be a \$_____ postage and handling fee. Checks are to be made payable to City Treasurer, City of Las Vegas. Any questions regarding this solicitation should be referred to _____ at (702) 229-6231. Any questions regarding the Technical Specifications should be directed to _____.

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN, MICHAEL J. McDONALD,
GARY REESE, LARRY BROWN

CITY MANAGER
VIRGINIA VALENTINE

Prospective bidders are hereby notified that this Invitation to Bid and all related bidding documents will be made available on a Telecommunication Device for the Deaf (TDD) or in an alternate format (audio or Braille) upon request to the Purchasing and Contracts Division, Telephone Number (702) 229-6231 or (702) 386-9108 (TDD).

FOR COMPLETE INFORMATION OF FUTURE FORMAL BIDS AND QUOTATIONS, CALL THE BID HOTLINE AT 383-0889 OR VISIT OUR WEB SITE AT www.ci.las-vegas.nv.us/bids.html

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GENERAL CONDITIONS OF THE CONTRACT FOR ON-SITE CONSTRUCTION

CONTRACT DOCUMENTS

GC.1.1 CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor form, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after the execution of the Contract, all approved manufacturer's current published installation instructions, and all approved shop drawings. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation, or (4) a written order for a minor change in the Work issued. The Contract Documents include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid or portions of Addenda relating to any of these, or any other documents, as specifically enumerated in the Owner-Contractor form.

GC.1.2 CONTRACT

The Contract form incorporates the entire Invitation to Bid documents and forms the Contract for Construction. The finalized Contract represents the entire and integrated agreement between the Owner-Contractor. The Contract may be amended or modified only by a Modification as defined. If an Architect/Engineer is used by the Owner, he shall be designated as the Owner's representative, and then the Contract Documents shall not be construed to create any contractual relationship of any kind between the Architect/Engineer and the Contractor or subcontractor(s). The Architect/Engineer shall be entitled to performance of obligations as outlined in the Invitation to Bid.

GC.1.3 WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

GC.1.4 PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

GC.1.5 EXECUTION, CORRELATION AND INTENT

1.5.A The Contract form shall be signed in the original by the Owner and Contractor.

1.5.B By executing the Contract, the Contractor represents that he has prior to bid opening visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.5.C The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract documents are complimentary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent with the required work, and it is reasonable as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

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- 1.5.D** The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

GC.1.6 OWNERSHIP AND USE OF DOCUMENTS

All Drawings, Specifications, and any copies furnished by the Owner are and shall remain the Owner's property. They are used only with respect to this Project and are not to be used on any other project. With the exception of five (5) contract sets to the Contractor, such documents are to be returned or suitably accounted for to the Owner on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as infringement of the copyright of the Owner's common law or other reserved rights.

- 1.6.A** If an Architect/Engineer, as defined in Paragraph 1.7 is the author of the drawings and specifications, drawings and specifications remain the property of the design professional. Copies of the drawings and specifications retained by the Owner may be utilized only for the Owner's use and for occupying the project for which they were prepared, and not for the construction of any other project.
- 1.6.B** If an Architect/Engineer, as defined in Paragraph 1.7 is not the author of the drawings and specifications, all drawings specifications, and any copies furnished by the Owner are and shall remain the Owner's property. They are to be used only with respect to this project and are not to be used on any other project.
- 1.6.C** With the exception of five (5) contract sets to the Contractor, all copies of the drawings and specifications are to be returned or suitably accounted for to the Owner on request at the completion of the work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as infringement of the copyright or common law or other reserved rights.

GC.1.7 ARCHITECT/ENGINEER DEFINITION

The Architect/Engineer, if designated in the Contract Documents as the Owner's representative is the person lawfully licensed to practice Architecture/Engineering in the State of Nevada, or an entity lawfully licensed to practice Architecture/Engineering in the State of Nevada identified as such by the Owner and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Architect/Engineer means the Architect/Engineer or his authorized representative.

GC.1.8 ADMINISTRATION OF THE CONTRACT ARCHITECT/ENGINEER DESIGNATED

- 1.8.A** The Owner will provide administration of the Contract as described in these conditions, unless an Architect/Engineer is designated as the Owner's representative.
- 1.8.B** The Architect/Engineer, if designated, will be the Owner's representative during construction and until final payment is due. The Architect/Engineer will advise and consult with the Owner. The Owner's instructions to the Contractor shall be forwarded through the Architect/Engineer. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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- 1.8.C The Architect/Engineer will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as an Architect/Engineer, he will keep the Owner informed of the progress of the Work, and will guard the Owner against defects and deficiencies in the Work of the Contractor.
- 1.8.D The Architect/Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents unless the Architect/Engineer is designated as the Owner's contract manager within the contract documents. The Architect/Engineer will not be responsible for and have control or charge over the acts or omissions of the Contractor, Subcontractors, lower tier Sub-contractors or any of their agents or employees, or any other persons performing any of the Work.
- 1.8.E The Architect/Engineer shall at all times have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect/Engineer may perform his functions under the Contract Documents.
- 1.8.F Based on the Architect/Engineer's observations and an evaluation of the Contractor's Applications for Payment, the Architect/Engineer will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided for.
- 1.8.G The Architect/Engineer will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limits agreed.
- 1.8.H Claims, disputes, and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or in the interpretation of the Contract Documents shall be referred initially to the Architect/Engineer for a decision which he will render in writing within a reasonable time.
- 1.8.I All interpretations and decisions of the Architect/Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance by the Contractor.
- 1.8.J The Architect/Engineer will conduct inspections to determine the dates of Substantial Completion and Final Completion, will receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment.
- 1.8.K The Architect/Engineer will provide one or more Project Representatives to assist the Architect/Engineer in carrying out his responsibilities at the site.
- 1.8.L The duties, responsibilities and limitations of authority of the Architect/Engineer as the Owner's representative during construction as set forth in the Contract Documents will not be modified or extended without written consent of the Owner and the Architect/Engineer.
- 1.8.M In case of the termination of the employment of the Architect/Engineer, the Owner may appoint an Architect/Engineer whose status under the Contract Documents shall be that of the former Architect/Engineer.

General Conditions

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GC.1.9 WEEKLY PROGRESS MEETINGS

- 1.9.A** The Owner, or Owner's designated representative, shall chair each week back-to-back meetings. One, between the Owner, Owner's designated representative and consultants, will be conducted in City Hall and is closed to the Contractor and Subcontractors. The second, among all parties to the Contract and including a representative from each major Subcontractor, will be held in the construction trailer or office immediately following the first meeting.
- 1.9.B** The Owner, or Owner's designated representative, shall take conference notes and shall distribute copies to each party within four (4) calendar days after completion of the meeting. The conference notes shall summarize "Action Required" at the time of each meeting, and each party shall be responsible for complying with the applicable requirement within seven (7) calendar days of the meeting. The conference notes shall reflect the weekly comparison of job progress and the Guaranteed Progress Schedule. Each attendee is responsible for remembering his required action; the conference notes shall only serve as a reminder and a record.

GC.1.10 OWNER DEFINITION

The Owner is the person or entity identified as such in the Owner-Contractor contract and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized representative.

GC.1.11 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 1.11.A** The Owner shall furnish all surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.
- 1.11.B** Except as provided in these Conditions, the Owner shall secure and pay for necessary easements required for the construction project
- 1.11.C** Information or services under the Owner's control shall be furnished by the Owner with reasonable time to avoid delay in the orderly progress of the Work.
- 1.11.D** The Contractor will be furnished free of charge, five (5) sets of Drawings and Specifications. If the Contractor requires more than these five (5) sets, they shall be furnished to the Contractor at actual cost as incurred by the Owner for duplication and administrative costs.

GC.1.12 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct defective Work as required or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the entire Work, or any portion of the Work until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity except to the extent required by these Conditions.

GC.1.13 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) calendar days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness the Owner may, after seven (7) calendar days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or due the Contractor the cost of correcting such deficiencies, including compensation for the Architect/Engineer's additional services made necessary by such default. If the payments then due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

GC.1.14 DEFINITIONS

Addendum: A written or graphic instrument issued by the City via the City of Las Vegas Purchasing and Contract Office prior to the submission of bids which modifies or interprets the bidding documents by additions, deletions, clarifications, corrections, or other types of modifications. All addenda will become part of the Contract Documents when the Contract is executed.

Additive Alternate Bid Item: An Additive Alternate Item is an amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted by City. Additive Alternate Items may be exercised by the City with the award of the project, subject to the availability of funds. Bidder must quote all items to be responsive and considered for award.

Additive or Deductive Bid Items: An Additive or Deductive Bid Item is an amount stated in the Bid to be added to or deducted from the contract amount for the corresponding change in the work, as described in the Bidding Documents. The unit price(s) quoted shall remain firm throughout the contract term. Funding for the item(s) may be provided in the Bid Proposal under the description of "Construction Conflicts and Additional Work," or shall be funded through the issuance of a formal change order as described herein. Bidder must quote all item(s) to be responsive and considered for award.

Architect: The Architect is a licensed and registered professional contracted through the Owner to design the project's special provisions/ or technical specifications and drawings.

General Conditions
 Bid Number
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Bidding Documents: Bidding Documents include the Invitation to Bid, General Provisions, Instructions to Bidders, General Conditions, Special Conditions, Technical Specifications and plans, the Bid Form, Bond and Contract forms, the proposed Contract including Exhibits thereto, any Addenda issued prior to the date designated for receipt of bids, as applicable.

Consulting Engineer: The Consulting Engineer is a professional engineering firm contracted through the City to design and prepare the project's Bid documents and plan sheets.

Contractor: The term "Contractor" shall mean the person or entity identified as such in the Contract and is referred to throughout the Contract Documents. Contractor shall mean the Principal Contractor and as defined by Nevada Revised Statute 616.1115 or his authorized representative.

Engineer: The City Engineer of the City or other person designated by the City Council acting directly or through his duly authorized representative.

Lowest Responsive and Responsible Bidder: All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

Notice of Completion: Certificate prepared by the Owner's Representative stating final acceptance of the work. The date of such notice shall be the beginning of any warranty period as stated in the Contract.

Owner: Wherever the term Owner is used in these specifications it shall mean the Contracting Agency, which is the City of Las Vegas.

Resident Project Representative: The Owner's authorized representative to aid the ARCHITECT/ENGINEER in carrying out his responsibilities at the site.

Subcontractor/Independent Contractor: Any individual, agent, firm, sole proprietor, or corporation to whom the Principal Contractor sublets any part of the project. There is no contractual relationship between the City and the Subcontractor/Independent Contractor who performs work or services for the Principal Contractor.

Substantial Completion: Substantial Completion of the Work or designated portion thereof is the point in time when, in the opinion of the Owner, construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work of designated portion thereof for the use for which it is intended, as expressed in the Contract Documents. This is not necessarily final acceptance of the project or portion thereof.

GC.1.15 REVIEW OF CONTRACT DOCUMENTS DURING BIDDING PROCESS

The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner or Owner's designated representative so designated in the Invitation to Bid, any error, inconsistency or omission he may discover. The Owner will then make corrections and interpretations as may be deemed necessary for fulfilling the intent of the bidding documents through the issuance of an addenda. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, product Data or Samples for such portion of the Work.

General Conditions

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GC.1.16 SUPERVISION AND CONSTRUCTION PROCEDURES

- 1.16.A** The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- 1.16.B** The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a Contract with the Contractor.
- 1.16.C** The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner or the Architect/Engineer in his administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the Contractor.

GC.1.17 LABOR AND MATERIALS

- 1.17.A** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 1.17.B** The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

GC.1.18 WARRANTY

The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or the Owner's designated representative, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

GC.1.19 TAXES

Contractor shall pay taxes, levies and duties of every nature which may be applicable to the Work. The Contractor Sum and any agreed variations thereof shall include taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

GC.1.20 PERMITS, FEES AND NOTICES

- 1.20.A** Unless otherwise provided in the Contract Documents, the Contractor shall pay for and secure all necessary permits and governmental licenses and inspections necessary for the proper execution of the Contract and which are legally required for execution of the Work. The Owner is responsible for payment of the City of Las Vegas building permit fee, utility connection fees, and for payment of Special Inspector Fees as required by the Department of Planning and Development.
- 1.20.B** The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority hearing on the performance of the Work.

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- 1.20.C** It is the responsibility of the Contractor to reasonably attempt to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner, or the designated representative in writing, and any necessary changes shall be accomplished by appropriate Modification.
- 1.20.D** If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without timely written notice to and approval by the Owner or the designated representative, of such contrary work, he shall assume full responsibility and shall bear all costs attributable to the work performed.
- 1.20.E** If the contrary work is serious enough to jeopardize the project, the Owner may at its option, terminate the contract and pursue the matter in any court having jurisdiction.

GC.1.21 ALLOWANCES

- 1.21.A** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

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1.21.B Unless otherwise provided in the Contract Documents:

- (1) These allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;
- (2) The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance.
- (3) Whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.
- (4) The amount of each allowance is intended for the convenience of the Owner and expeditious progress of the Work, and the Contractor (or Subcontractor) will not be allowed to bill against these allowances for work which is otherwise shown in the Contract Documents.

GC.1.22 SUPERINTENDENT

The Contractor shall employ a competent superintendent dedicated full time to the Project and assistants as necessary for execution of the work in accordance with the Contract Documents. The Superintendent and assistants shall be present at the project site meetings with the Owners and during the entire progress of the Work. The Superintendent shall be a representative of the Contractor and all communications given to the Superintendent shall be as binding as if given to the Contractor. Communications from the Owner or Owner's representative may be verbal or written. Verbal communications will be confirmed in writing upon request by the Contractor on a case by case basis. The Superintendent shall effectively communicate with the Owner's representative and shall have a thorough understanding of the Work and the Contract Documents. The superintendent and assistants shall be designated by the Contractor prior to Notice to Proceed. Substitution of the superintendent or assistants by the Contractor is strongly discouraged and will only be permitted after a written request for substitution has been submitted and both the Contractor and the Owner or Owner's representative have approved the request. Approval of a substitution request by either party shall not be unreasonably denied.

GC.1.23 PROGRESS SCHEDULE

1.23.A Unless otherwise required by the Contract Documents the Contractor shall within fifteen (15) calendar days after being awarded the Contract, prepare and submit for the Owner's, or Owner's designated representative's information, a guaranteed progress schedule for the entire Project.

1.23.B The Contractor covenants and guarantees that Contractor will:

- (1) Relate the schedule to the progress of the entire Project,
- (2) Provide expeditious execution of the work,
- (3) Meet the completion deadline and each milestone, as defined below,
- (4) Not misrepresent to the Owner, or the Owner's designated representative, its planning and scheduling of the work

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(5) Not use schedules which are different from those provided the Owner, or Owner's designated representative, or any Subcontractors for the direction, execution or coordination of the work,

(6) Prepare schedules which reflect the Contractor's actual intent and reasonable expectation as to:

- Sequence, duration, value, and responsibility of/for activities,
- Available resources and labor, and their efficiency,
- Anticipated seasonal weather conditions,
- Delays, slippage's, float (if applicable) encountered and expected,
- Subcontractor requests for time extension or delay claims of subcontractors,
- Completion of milestones, activities, and end of construction.

(7) Complete the contract(s) within the time frame established in the Bid Documents.

1.23.C The Contractor's failure to substantially comply with the foregoing covenant and guarantee shall be a substantial and material breach of the Contract which will permit the Owner to terminate Contractor for default, or to retain the services of a scheduling consultant or construction manager for the duration of the project, or to withhold payments, and shall entitle the Owner to damages afforded for misrepresentation or fraud, and shall allow the Owner to charge all costs, fees and expenses incurred to the Contractor's account.

1.23.D The Contractor shall include on the Progress Schedule, but not be limited to the following:

- (1) Milestones which are completion dates for all phases of the work or major activities as specified by the Owner, or Owner's designated representative, in the Contract Documents, and delivery dates for materials critical to Contractor,
- (2) Dates when items to be Furnished By Owner (F.B.O.) will be due so as not to delay the Contractor's progress,
- (3) At least as many items, represented graphically by lines, bars or paths, as are shown on the Schedule of Values.
- (4) Submittals required by the Contract Documents including but not limited to Shop Drawings, Product Data and Samples.

1.23.E One fully updated copy of the schedule shall be posted in the construction trailer at all times. The Weekly Progress Meeting shall have a regular agenda item of discussing the project progress compared to the Guaranteed Progress Schedule.

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- 1.23.F** If the Contractor believes he is entitled to an extension of the Contract Time under the Contract Documents, he shall submit a separate schedule analysis (entitled "Requested Time Adjustment Schedule") to the Owner, or Owner's designated representative. It shall be the same form as the Guaranteed Progress Schedule. The Owner shall not have any obligation to consider any time extension request unless the requirements of the Contract Documents are complied with. The Owner, or the Owner's designated representative, shall not be responsible or liable to Contractor for any constructive acceleration due to failure of Owner to grant time extensions should Contractor fail to comply with submission requirements and justification requirements of this Contract. (Extensions of time will be granted only to the extent that time adjustments exceed the float or slack time along the critical path of activities effected.) Float or slack is defined as the amount of time between the early start and late start dates of the affected activity, or the early finish and late finish dates.

GC.1.24 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. Record Drawing(s) shall be translucent Mylar and shall be reproducible. These shall be available to the Owner or the Owner's designated representative and shall be delivered to the Owner upon completion of the Work. **THE RELEASE OF THE FINAL PAYMENT TO THE CONTRACTOR SHALL BE CONTINGENT UPON THE DELIVERY OF THESE ITEMS TO THE OWNER.**

GC.1.25 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 1.25.A** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- 1.25.B** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.
- 1.25.C** Samples are physical examples which illustrate materials, equipment or workmanship, and establish standards by which the Work will be judged.
- 1.25.D** The Contractor shall review, approve, and so designate with his signature for each and every item, and submit in accordance with the guaranteed progress schedule and in such sequence as to cause no delay in the work of the Owner, or Owner's designated representative, all Shop Drawings, Product Data and Samples required by the Contract Documents. Such approval of Shop Drawings, Product Data, and Samples by the Owner or Owner's designated representative shall not be for approval of any assembly of which the item(s) is a component.
- 1.25.E** By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and related field construction criteria or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- 1.25.F** The Contractor shall not be relieved of responsibility from the requirements of the Contract Documents by the Owner's or Owner's designated representative approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner or the Owner's designated representative in writing at the time of submission and the Owner or the Owner's

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designated representative has given written approval to the Shop Drawings, Product Data or Samples.

- 1.25.G** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner or the Owner's designated representative on previous submittals. Any resubmittals shall be returned to the Owner or Owner's designated representative within seven (7) calendar days from the date of receipt by the Contractor. No contract time extensions will be given by the Owner for resubmittals which lead to late deliveries and/or installations.
- 1.25.H** No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall commence until the submittal has been approved by the Owner or the Owner's designated representative as provided in the Contract Documents. All such portions of the Work shall be in accordance with approved submittals.
- 1.25.I** The Owner, or Owner's designated representative may require submittals or samples as needed even when not expressly required in the Contract Documents.
- 1.25.J** Compile a complete and comprehensive schedule of all submittals required to be submitted during the progress of the work. The Contractor shall incorporate the contents of the submittal schedule into the guaranteed progress schedule prior to submission to the Owner. The timeliness of submission of the submittals is the responsibility of the Contractor.

GC.1.26 USE OF SITE

- 1.26.A** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment. Contractor shall not dump on adjacent site(s) without prior written approval from the Owner.
- 1.26.B** Provide as the first order of work and maintain on the premises at the location approved by the Owner or the Owner's designated representative, a watertight temporary office building for the use of the Contractor, subcontractors, and Owner, and the Owner's designated representative. This office shall be of suitable materials, construction and appearance acceptable to the Owner, or the Owner's designated representative and shall be kept in clean, orderly condition until removed from the site at the direction of the Owner, or the Owner's designated representative. The temporary office shall be painted on the exterior, have sufficient light, heat, and cooling, and be provided with doors with locks and a drawing reference table. Provide in the temporary office one desk, one chair, and one common telephone, for each the Owner and the Owner's designated representative.
- 1.26.C** The Contractor shall arrange and pay for all temporary utilities, including water, gas, sewer, telephone, etc.

GC.1.27 CUTTING AND PATCHING OF WORK

- 1.27.A** The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work.
- 1.27.B** The Contractor shall not damage or endanger any portion of the Work or the Work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner or Owner's designated representative and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or the Owner's

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designated representative or any separate contractor his consent to cutting or otherwise altering the Work.

GC.1.28 CLEANING UP

- 1.28.A** The Contractor at all times shall keep the premises free from accumulation of waste materials, rubbish, and fugitive dust caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.
- 1.28.B** If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in the Contract Documents and the cost shall be charged to the Contractor.
- 1.28.C** The Contractor shall reasonably clean the immediate work area on a daily basis to reduce risk of personal injury as well as fire hazard.

GC.1.29 COMMUNICATIONS

The Contractor shall forward all communications to the Owner or through the Owner's designated representative as required by the Contract Documents. The Owner is in no way prevented from talking to Subcontractors or in any way prevented from sharing any communications pertinent to the project.

GC.1.30 PATENT INDEMNITY

Contractor hereby indemnifies and shall defend and hold harmless Owner and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by Contractor, or out of the processes or actions employed by, or on behalf of Contractor in connection with the performance of the contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.

GC.1.31 INDEMNITY

- 1.31.A** The successful bidder shall protect, indemnify and hold the City of Las Vegas, its officers, employees, agents, designated representative(s) and other retained consultants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the City of Las Vegas, its officers, employees, agents, designated representative(s), or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the City of Las Vegas, its officers, employees, agents, designated representative(s) or other retained consultants (i) as a result of, or by reason of, or arising out of, or on account of, or in consequence of the operations of the successful bidder, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants of the contract, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by the party indemnified hereunder; or (ii) as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or (iii) through the use of unacceptable materials; or (iv) because of any

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claim or amount recovered under the "Nevada Industrial Insurance Act", or any other law, ordinance, order or decree.

Any money due the successful bidder under and by virtue of the contract which is considered necessary by the City of Las Vegas for such purpose, may be retained by the City of Las Vegas for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the City of Las Vegas; provided, however, that money due the successful bidder will not be withheld when the successful bidder produces satisfactory evidence that it is adequately protected by public liability and property damage insurance if required.

- 1.31.B** In this connection, it is expressly agreed that the successful bidder, shall at its own expense, defend the City of Las Vegas, its officers, employees, agents, designated representative(s), and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or omission against which the successful bidder has indemnified the City of Las Vegas. If the successful bidder shall fail to do so, the City of Las Vegas shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the successful bidder including attorney's fees and court costs.
- 1.31.C** Reimbursement to the successful bidder by the City of Las Vegas, in whole or in part, for the costs of protecting traffic shall not serve to relieve the successful bidder of its responsibility as set forth in the bidding documents.
- 1.31.D** The successful bidder guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.

GC.1.32 SUBCONTRACTOR/INDEPENDENT CONTRACTOR - DEFINITION

- 1.32.A** Any individual, agent, firm, sole proprietor, or corporation to whom the Principal Contractor sublets any part of the project. There is no contractual relationship with the Owner and the above-mentioned who perform work or services for the Principal Contractor.

GC.1.33 SUBSTITUTIONS

A. Policy:

- 1) Prior to proposing any substitute material, product, thing, or services, Contractor shall satisfy itself that the material, product, thing or service proposed is, in fact, equal to that specified, that such material, product or thing affords comparable ease of operations, maintenance and service, that the appearance, longevity and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such material, product, thing or service will be in Owner's interest.
- 2) The burden of proof of equality of a proposed substitution for a specified material, product, thing or service shall be upon Contractor. Contractor shall support its request with sufficient test data and other means to permit Owner to make a fair and equitable decision on the merits of the proposal. Contractor shall submit drawings, samples, data and certificates for proposed substitute materials. Any material, product, thing or service by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

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- 3) Approval of a substitution shall not relieve the Contractor from responsibility for compliance with all requirements of the Contract. Contractor shall bear the expense for any changes in other parts of the work caused by substitutions.
- 4) Substitute materials or service proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of the specified material or method.
- 5) Substitutions will not be permitted in those instances where the product is intended to accommodate artistic design, specific function or economy of maintenance.

B. Procedure

Should the Contractor wish to use any material, product, thing or service other than those specified by brand or trade name, he shall, within 7 days after award of the contract, submit to the Architect/Engineer, a written request for substitution accompanied by all data necessary for the Architect/Engineer to determine whether the requested substitution is equal to the specified material, product, thing or service. If the Contractor fails to submit written request or date, no substitutions will be allowed. The submission of a request to substitute a material, product, thing or service incurs no obligation on the part of the Owner or accept such substitute or on the part of the Architect/Engineer to construe such substitute to be an equal of that specified. The Architect/Engineer will have a reasonable amount of time to review request for substitution and make a recommendation to the Owner. Should the substitute be acceptable to the Owner, an authorization will be written allowing the provision of the substitute material, product, thing or service. No substitute will be allowed which will increase the contract sum.

GC.1.34 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

- 1.34.A The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the contract. Since this work is to be reflected on the progress schedule, the Contractor shall have no standing for claims involving delay or additional costs connected with separate contracts.
- 1.34.B When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- 1.34.C The Owner will provide for the coordination of the work of his own forces and of each separate contractor with the Work of the Contractor who shall cooperate as required in the Contract Documents.

GC.1.35 MUTUAL RESPONSIBILITY

- 1.35.A The Contractor shall afford their Sub-Contractors and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

- 1.35.B If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner or the Owner's designated representative any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acceptance of the Owner's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.
- 1.35.C Costs caused by defective or untimely work shall be borne by the responsible party or by the Contractor if no notice has been given of defective or untimely work as required in these Contract Documents. Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy such damage as provided in the Contract Documents. The Contractor agrees to make no claim for damages for delay in the performance of this Contract due to correction of defective or untimely work or due to remedies of wrongfully damage for which Contractor is responsible.
- 1.35.D Should the Contractor wrongfully cause damage to the work or property of any separate Contractor, the Contractor shall upon due notice promptly attempt to settle with such other Contractor by agreement, or otherwise to resolve the dispute. If such separate Contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

GC.1.36 OWNER'S RIGHT TO CLEAN UP

- 1.36.A If a dispute arises between the Contractor, Subcontractors, or the lower tier Sub-Contractors, and separate contractors as to their responsibility for cleaning up as required by the Contract Documents, the Owner may clean up and charge the cost to the contractors responsible.

GC.1.37 GOVERNING LAW

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

GC.1.38 SUCCESSORS AND ASSIGNS

The Owner and the Contractor each binds himself, his partners, successor, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him under this contract without the previous written consent of the Owner.

GC.1.39 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to whoever gives the notice.

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GC.1.40 GOVERNING ORDER OF BIDDING & CONTRACT DOCUMENTS

A. The bidding and contract documents include various divisions, sections, and conditions which are essential parts for the work to be provided by the successful Bidder. A requirement occurring in one is a binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following precedence will govern:

- 1) Contract
- 2) General Conditions
- 3) Supplemental General Conditions
- 4) Special Conditions
- 5) Technical Specifications
- 6) Drawings
- 7) Uniform Standard Specifications for Public Works, Construction Off-Site Improvements, Latest Edition

B. Addenda, Change Orders, and Supplemental Agreements will take precedence over any of the above. Detailed plans shall have precedence over general plans.

GC.1.41 RIGHTS AND REMEDIES

1.41.A The duties and obligations imposed by the Contract Documents and the rights and remedies available shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

1.41.B No action or failure to act except as provided for in these documents, by the Owner, or the Owner's designated representative or Contractor shall constitute a waiver or any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach except as may be specifically agreed in writing or as provided for in these documents.

GC.1.42 TESTS

1.42.A When the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Owner or the Owner's designated representative twenty-four (24) hours advance notice so the Owner or the Owner's designated representative may observe such inspection, testing or approval. The results of a required inspection or test shall determine the need for additional inspection or testing. The Contract amount shall not be modified and no extensions of time will be granted for additional inspection, testing or approval required by the results of a previous inspection or test.. Unless otherwise provided, the Contractor shall bear all costs of such inspections, tests and approvals required by public authorities or the Contract Documents..

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- 1.42.B If the Owner or the Owner's designated representative determines that any Work requires special inspection, testing or approval which the Contract Documents do not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in the Contract Documents. When such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs, including compensation for the Owner's or Owner's designated representative's additional services which are made necessary by such failure, and the Contract amount shall be reduced by means of an appropriate Change Order. If no failure of the work is uncovered, Owner shall bear such costs, and an appropriate Change Order shall be issued.
- 1.42.C Required certifications of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Owner or the Owner's designated representative.
- 1.42.D If the Owner or the Owner's designated representative is to observe the inspections, tests or approvals required by the Contract Documents, he will do so promptly and, where practicable, at the source of supply.

GC.1.43 INTEREST ON RETENTION

Interest on retained monies due the Contractor shall be calculated and dispensed as required by Nevada Revised Statute 338.

GC.1.44 TIME - DEFINITIONS

- 1.44.A Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in the Contract Documents, including authorized adjustments.
- 1.44.B The date of commencement of the Work is the date established in a Notice to Proceed.
- 1.44.C The Date of Substantial Completion of the Work or designated portion is the Date certified by the Owner or the Owner's designated representative when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion for the use for which it is intended.
- 1.44.D The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.
- 1.44.E "Reasonable time" shall be defined as ten (10) calendar days, unless noted otherwise, and except in the case of Change Order review, items requiring City Council Action, and structural shop drawings.
- 1.44.F "Promptly" shall be defined as done without delay and on time.

GC.1.45 PROGRESS AND COMPLETION

- 1.45.A All time limits stated in the Contract Documents are of the essence of the Contract.
- 1.45.B The Contractor shall begin the Work on the date of commencement as defined in the written notice to proceed. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. If 100% completion is not accomplished by the Contractor within the time specified on the Certificate of Substantial Completion, then the Owner shall have the right to refer the non-completion to the surety company.

GC.1.46 DELAYS AND EXTENSIONS OF TIME

- 1.46.A If the Contractor demonstrates that he has been delayed at any time in the progress of the Work by any act or neglect of the Owner or the Owner's designated representative, by changes ordered in the work, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or by delay authorized by the Owner or Owner's designated representative, a Change Order will be issued by the Owner.
- 1.46.B Any request for extension of time shall be made in writing to the Owner or the Owner's designated representative not more than seven (7) calendar days after the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay only one request is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work with the request.
- 1.46.C The Owner or Owner's designated representative shall act upon an extension request within a reasonable time.

GC.1.47 PAYMENTS AND COMPLETION

The Contract Sum is stated in the Owner-Contractor Contract and including authorized adjustments is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

GC.1.48 SCHEDULE OF VALUES

- 1.48.A The Contractor shall within fifteen (15) calendar days after award of Contract and prior to the issuance of the Notice To Proceed submit to the Owner or the Owner's designated representative a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner or the Owner's designated representative may require. This schedule, shall be used as a basis for evaluating Proposals and Change Orders, the Contractor's Applications for Payment, and the guaranteed progress schedule.
- 1.48.B Each Schedule of Value line item shall contain no more than reasonable and attributable costs applicable to the line item. The Contractor shall warrant the Schedule of Values to be reliable and accurate, and his bid documents shall be available for review in any dispute. **All costs attributable to profit, overhead, insurance, bonding and all other incidental items shall be evenly distributed across all line items in the Schedule of Values.**

GC.1.49 APPLICATIONS FOR PAYMENT

- 1.49.A The Contractor shall submit to the Owner or the Owner's designated representative, an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the Owner or the Owner's designated representative may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

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- 1.49.B Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site, and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site. All on-site/off-site material(s) approved for payment shall be adequately covered by insurance and bonding in favor of the Owner.
- 1.49.C The Contractor warrants that title to all Work, materials and equipment covered by an Application and Certificate for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, referred to as "liens"; and that no Work, materials or equipment covered by an Application and Certificate for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
- 1.49.D From each progress estimate, ten (10) percent will be deducted and retained by the Contracting Agency, and the remainder less the amount of all previous payment(s) will be paid to the Contractor. After fifty (50) percent of the work has been completed and if progress on the work is satisfactory and remains satisfactory, the deduction to be made from the remaining progress payments and from the final payment may be required or eliminated at the discretion of the City of Las Vegas or The City's Construction Project Representative.

GC.1.50 CERTIFICATES FOR PAYMENT

- 1.50.A Prior to submission, the Contractor shall review his estimated payment in the field with the Owner or the Owner's designated representative, who shall initial each percentage that is approved, or negotiate a percentage with the Contractor. The Contractor shall make a copy of these percentages immediately after the meeting for the Owner's or the Owner's designated representative's file. Then, the Contractor shall use these percentages to prepare Application and Certificate for Payment, on the Owner's form, complete with a "Pay Estimate Summary,".
- 1.50.B The approved or negotiated percentages will constitute a representation by the Owner, or the Owner's designated representative, based on observations at the site and the data comprising the Application and Certificate for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, the Owner shall not be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

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GC.1.51 PROGRESS PAYMENTS

- 1.51.A The Owner shall make payment within twenty (20) calendar days after approval by the Owner's representative. Prior to the City processing the pay estimate the Contractor shall submit to the City, a copy of their certified payroll report for each calendar month, (same as sent to the labor commissioner), no later than 1 week after the end of the month in accordance with NRS 338.070 paragraph 5.
- 1.51.B The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner.
- 1.51.C The Owner may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Owner on account of work done by such Subcontractor.
- 1.51.D Neither the Owner nor the Owner's designated representative shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.
- 1.51.E No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any work not in accordance with the Contract Documents.

GC.1.52 PAYMENTS WITHHELD

- 1.52.A The Owner may decline to certify payment and may withhold the Certificate in whole or in part, to the extent reasonably necessary to protect the Owner. If the Owner's designated representative is unable to make representations to the Owner as provided and to approve payment in the amount of the Application, he will notify the Contractor as provided. If the Contractor will agree on a revised amount, a revised application and certification may be resubmitted. The Owner may also decline to approve payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

- (1) Defective Work not remedied.
- (2) Third party claims filed or reasonable evidence indicating probable filing of such claims.
- (3) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment.
- (4) A reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum.
- (5) Damage to the Owner or another Contractor.
- (6) Reasonable evidence that the Work will not be completed within the Contract Time or in accordance with the guaranteed progress schedule.

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- (7) Persistent failure to carry out the Work in accordance with the Contract Documents.

1.52.B When the above grounds are satisfactorily removed, payment shall be made as soon as practicable for amounts withheld because of them.

GC.1.53 SUBSTANTIAL COMPLETION

1.53.A When the Contractor considers the entire Work, or a designated portion acceptable to the Owner, is substantially complete as defined, the Contractor shall provide written notice to the Owner and shall:

- (1) Meet with the Owner, or the Owner's designated representative, and review at random parts of the work as necessary to establish standards of acceptable quality in preparation of the Inspection for substantial completion;
- (2) The Contractor shall perform a complete and thorough clean-up of the entire Work, or the designated portion of the Work, which will include complete removal of all construction materials and equipment, except for the Site Office;
- (3) The Contractor shall prepare for submission to the Owner, or the Owner's designated representative, a punch list of the items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents;
- (4) The Contractor shall successfully start-up all equipment and systems under the warranty provisions as often as necessary to confirm their compliance to Contract Documents;
- (5) The Contractor shall submit to the Owner, or the Owner's designated representative at least 10 calendar days before the inspection for Substantial Completion, two preliminary copies of the complete close-out submittal packages, including operation and maintenance manuals, and as-built plans, for review. The Owner, or the Owner's designated representative, shall review and return to the Contractor one copy at least three working days before the inspection for Substantial Completion. The Contractor shall submit the final close-out submittal package at the inspection;
- (6) When the Owner or the Owner's designated representative on the basis of an inspection determines that the entire Work or designated portion is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion and shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items as listed. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the entire work or designated portion unless otherwise provided in the Certification of Substantial Completion;
- (7) The Contractor shall provide complete and thorough instruction of the Owner's personnel in the operation and maintenance of all equipment systems;
- (8) Should the Owner or the Owner's designated representative not find the entire Work, or the designated Portion, to be substantially complete on the first inspection, the Contractor shall reimburse the Owner or the Owner's designated representative for reinspection at a reasonable fee. The fee will be deducted from the Contract amount by Change Order.

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- 1.53.B Upon Substantial completion of the entire Work or designated portion, and upon application by the Contractor, the Owner shall make payment, reflecting adjustment in retainage, if any for such entire Work or portion as provided in the Contract Documents.

GC.1.54 FINAL COMPLETION AND FINAL PAYMENT

- 1.54.A Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner or the Owner's designated representative will execute such inspection promptly and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he shall review in the field the Contractor's final payment estimate. The Contractor shall follow the same procedure of preparation and submission as for the regular applications for payment. In approving the final payment, the Owner, or Owner's designated representative, is stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable subject to Nevada Revised Statutes which govern the release of a final payment and/or retention. The Owner's final payment approval will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in the Contract Documents have been fulfilled.
- 1.54.B Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment (3), if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner, (4) all mylar reproducible record drawings, (5) all guarantees, warranties and operation manuals required, (6) all repair kits, and material overages, and (7) all documents and samples previously noted.
- 1.54.C If, after Substantial Completion of the Work, final completion is materially delayed through no fault of the Contractor or by the issuance of Change orders affecting final completion, and the Owner so confirms, the Owner shall, upon application by the Contractor, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in the Contract Documents, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 1.54.D Retained monies and interest on retained monies shall be held a minimum of (35) thirty-five calendar days after final payment and shall be paid to the Contractor in accordance with NRS 338.160. Release of retention shall be accomplished by the same procedure as for regular payment. However, the Owner shall not be obligated to release more retention that is necessary to cover the cost of completing any outstanding items on Punchlists.

1.54.E The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- (1) Unsettled liens,
- (2) Faulty or defective Work appearing after Substantial Completion
- (3) Failure of the work to comply with the requirements of the Contract Documents,
or
- (4) Terms of any special warranties required by the Contract Documents.

1.54.F The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

GC.1.55 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

GC.1.56 SAFETY OF PERSONS AND PROPERTY

1.56.A The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- (1) All employees on the Work and all other persons who may be affected thereby;
- (2) All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or lower tier Sub-subcontractors; and
- (3) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, road ways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

1.56.B The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

1.56.C The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

1.56.D When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

1.56.E The Contractor shall within a reasonable time correct all damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, and/or damage or loss attributable to the acts or omissions of the Owner or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

- 1.56.F The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner or the Owner's designated representative.
- 1.56.G The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

GC.1.57 EMERGENCIES

In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided for in Changes in the Work.

GC.1.58 BONDS AND INSURANCE

Prior to execution of Contract, and not later than ten (10) calendar days after notification of award, the successful Bidder shall furnish contract bonds and insurance to the Owner. If the Contractor does not keep the bonds or insurance policies in effect or allows them to lapse, the Contractor will pay over to the City the amount of _____ per calendar day as liquidated damages.

A. Bonds

1. The Contractor shall furnish bonds covering the faithful performance of the Contract, payment of all obligations arising thereunder and a guaranty bond to take effect upon completion of the project, in such a form and amount as the City may prescribe. Bonds may be secured through the Contractor's usual sources provided that the surety is authorized and licensed to do business in the State of Nevada, with the exception of individual surety bonds which are not acceptable to the City of Las Vegas.
2. Labor and Material Payment Bond in the amount of hundred percent (100%) of the Contract price.
3. Performance Bond in the amount of one hundred percent (100%) of the Contract price.
4. Guaranty Bond in the amount of one hundred percent (100%) of the Contract price. The Guaranty Bond will go into effect when the project is accepted by the authorized representative of the City of Las Vegas.
5. The referenced bonds shall be written on the Performance Bond, Labor and Material Bond, Guaranty Bond forms provided by the City.
6. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.
7. Any Labor and Material Payment Bond, Performance Bond or Guaranty Bond prepared by a licensed non-resident agent must be countersigned by a resident agent in accordance with the provisions of NRS 680A.300.
8. The referenced Bonds must be issued by a certified surety listed in the Department of the Treasury, Fiscal Service, (Department Circular 570, Current Revision); companies holding

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certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies.

B. Worker's Compensation Insurance

1. Contractor agrees, as precondition to the performance of any work under this contract, to secure and maintain in full force and effect, during the term of this contract, Worker's Compensation Insurance. Contractor further agrees to provide the City with a work certificate and/or a certificate issued by the State Industrial Insurance System (SIIS) in accordance with the Nevada Revised Statute 616B.627, 617.210.
2. If Contractor does not maintain coverage throughout the entire term of the contract, Contractor agrees that City may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, assess liquidated damages as defined herein, suspend the contract, or terminate the contract. For each six month period this contract is in effect, Contractor agrees, prior to the expiration of the six month period, to provide another written request to SIIS for the provisions of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that City may order the Contractor to stop work, suspend the contract, or terminate the contract.

C. Contractor's Liability Insurance

1. Contractor further agrees to furnish certificates of insurance as indicated below. The certificates for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada.
2. Contractor shall have on file with City current certificates of insurance evidencing the required coverage. **Insurance certificates for the City should contain the information shown on the sample Certificate of Insurance (Accord Form 25S) and the Additional Insured Endorsement (Form CG-20 26) included in the Sample Forms Section.**
3. Each insurance company'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 adequacy of the insurance supplied by the Contractor, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. City requires insurance carriers to maintain a Best's Key rating of A VII or higher. (i.e., A VII, A VIII, A IX, A X, etc.).
4. Contractor shall furnish renewal certificates for the required insurance during the period of coverage required by the contract. Contractor will furnish renewal certificates for the same minimum coverage's as required by the contract. If the renewal certificates are not provided the City may declare the Contractor in default of its obligation under this paragraph.
5. City, its officers, employees, and volunteers must be expressly covered as insureds with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project.

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6. The Contractor's insurance shall be primary as respects City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to City, its officers, employees and volunteers shall be excess over the insurance required of the Contractor and shall not contribute with it.
7. Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.
8. All deductibles and self-insured retention's shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed Ten Thousand Dollars (\$10,000), with evidence of financial worth this may be amended.
9. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must be not be less than One Million Dollars (\$1,000,000) per occurrence or per accident or Two Million Dollars (\$2,000,000) aggregate. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. Contractor's insurer must notify the City of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.
10. The Contractor shall obtain and maintain, for the duration of the contract or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in Contractor's bid. The Contractor is required to obtain and maintain the following coverages:
 - a) General Liability: General Liability coverage shall be on "occurrence" basis only and not "claims made". The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to City within (10) days after notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors. Contractor shall maintain limits of no less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury (including death), personal injury and property damages.
 - b) Auto Liability: Auto Liability must provide coverage from claims for damage because of bodily injury or death of any person, or property damage arising out of the Ownership, maintenance or use of any motor vehicles whether owned, hired or non-owned. Contractor shall maintain limits of no less than One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury and property damage.

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- c) ☐ Installation Floater: Contractor shall provide an installation floater insuring property of the City including machinery and equipment that the Contractor has agreed to install. The insured amount must equal the full replacement value of such property. Proof of insurance must be provided on Accord Form 27, "Evidence of Property Insurance".
- d) Explosion, Collapse, and Underground: Contractor shall provide insurance coverage for explosion collapse and underground hazards with limits of no less than One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury and property damage.
- e) ☐ Asbestos Liability: Asbestos liability insurance policy with the minimum limit of \$1,000,000 per occurrence. A separate insurance certificate shall be provided. If prime Contractor subcontracts the asbestos removal then the subcontractors must provide insurance and patent protection pursuant to all clauses within this bid document before the prime Contractor will allow the subcontractor on the jobsite. This includes, but is not limited to, the \$2,000,000 aggregate limit, \$1,000,000 per occurrence, naming the Owner as additional insured and asbestos patent. The Contractor shall include the cost of Asbestos Liability in the Lump Sum bid on his proposal.
11. If the Contractor fails to maintain any of the insurance coverages required herein, then the City will have the option to declare the Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverages may be maintained. The Contractor is responsible for any expenses paid by the City to maintain such insurance and the City may collect the same from the Contractor or deduct the amount paid from any sums due the Contractor under the Contract.
12. The insurance requirements specified herein do not relieve the Contractor of his responsibility or limit the amount of his liability to the City or other persons and the Contractor is encouraged to purchase such additional insurance as he deems necessary.
13. Contractor is responsible for and must remedy all damage or loss to any property, including property of City, caused in whole or in part by the Contractor, any subcontractor or anyone employed, directed or supervised by Contractor. The Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
14. The Contractor will pay all premiums and costs of insurance.
15. Regardless of the coverage provided by any insurance policy, the Contractor shall indemnify, defend and hold City harmless from any and all claims, demands, actions, attorney's fees, costs and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of Contractor or its principals, employees, subcontractors or other agents while performing services under this contract. Contractor shall indemnify, defend and hold harmless the City for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

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16 CONTRACTOR'S LIABILITY INSURANCE

A. Employer's liability and comprehensive general liability insurance shall be required of the successful bidder. The comprehensive liability coverage shall contain NO exclusions unless so stated on the Accord form 25-S, "Certificate of Insurance".

B. The limits for Contractor's liability insurance shall not be less than:

<u>GENERAL LIABILITY</u>	<u>PER OCCURRENCE</u>	<u>AGGREGATE</u>
COMMERCIAL GENERAL LIABILITY	\$1,000,000	\$2,000,000
BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$1,000,000	\$2,000,000
PRODUCTS AND COMPLETED OPERATIONS	\$1,000,000	\$2,000,000
OWNERS AND CONTRACTOR PROTECTION	\$1,000,000	\$2,000,000
PERSONAL INJURY	\$1,000,000	\$2,000,000
<u>AUTOMOBILE LIABILITY</u>		
COMPREHENSIVE FORM	\$1,000,000	\$2,000,000
BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$1,000,000	\$2,000,000
OWNED	\$1,000,000	\$2,000,000
HIRED (if applicable)	\$1,000,000	\$2,000,000
NON OWNED (if applicable)	\$1,000,000	\$2,000,000
☐ ASBESTOS LIABILITY	\$1,000,000	\$2,000,000

NOTE: THE CITY OF LAS VEGAS SHALL BE NAMED ADDITIONALLY INSURED AS IT PERTAINS TO THIS PROJECT ONLY AND SUCH NOTATION SHALL APPEAR ON THE ADDITIONAL INSURED ENDORSEMENT (FORM CG 20 26) BY THE SUCCESSFUL BIDDER'S INSURANCE COMPANY.

IN ADDITION, THE CITY OF LAS VEGAS WILL REQUIRE OF THE INSURANCE COMPANY TO GIVE THIRTY (30) CALENDAR DAYS WRITTEN NOTICE TO THE CITY OF ANY PROPOSED CANCELLATION OF THE COVERAGES AS OUTLINED IN GC. 1.58, AND ANY EXCLUSIONS TO THE EFFECT THAT THE SURETY COMPANY WILL "ENDEAVOR TO INFORM" MUST BE STRICKEN FROM THE CERTIFICATE OF INSURANCE.

GC.1.59 CONTRACTOR'S COURSE OF CONSTRUCTION INSURANCE

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain property insurance (builders risk) upon the Work at the site to the full insurable value (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations.) This insurance shall include the interests of Owner, Owner's designated representative, Contractor, Subcontractors, Sub-contractors in the work, against the perils of fire, extended coverage testing and shall include "all risk" insurance for physical loss and damage

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including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Contract Documents, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of Architect/Engineers, attorneys and other professionals).

GC.1.60 RIGHT OF WAIVER/TRUSTEE

- 1.60.A The Owner and Contractor waive all rights against (1) each other and the Subcontractors, lower tier Sub-subcontractors, agents and employees each of the other, and (2) the separate contractors, if any, and their subcontractors, lower tier sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to these Contract Documents, or any other property insurance applicable to the Work, except such rights as they may have to the process of such insurance held by the Owner, as a trustee. The Owner or the Contractor, as appropriate, shall require of the separate contractors, Subcontractors and lower tier Sub-subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties.
- 1.60.B If required in writing by any party in interest, the Owner shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach, or in accordance with an award by arbitration. After such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate Change Order.
- 1.60.C The Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five (5) calendar days after the occurrence of loss to the Owner's exercise of this power, and if such objection be made, arbitrators shall be chosen as provided for in these Contract Documents. The Owner as trustee shall, in that case, make settlement with the insurers in accordance with the directions of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.
- 1.60.D If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy or use. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

GC.1.61 CHANGES IN THE WORK

- 1.61.A A Change Order, or Contract Modification is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement including the adjustment in the Contract Sum or the Contract Time.
- 1.61.B The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.
- 1.61.C The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:
- (1) By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - (2) By unit prices stated in the Contract Documents or subsequently agreed upon;
 - (3) By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee, or;
- 1.61.D If none of the above methods is agreed upon, the Contractor, provided he receives a written order signed by the Owner, or the Owner's designated representative shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Owner or the Owner's designated representative on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit, as reflected under Paragraph 1.61.F. In such case, and also under the above causes, the Contractor shall keep and present, in such form as the Owner or the Owner's designated representative may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Cost shall be the reasonable and attributable costs of the work described including profit, overhead, insurance, bonding and other incidental items as evenly attributable to all work. Pending final determination of cost by the Owner, or the Owner's designated representative payments on account shall be made on the Owner's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost which includes overhead and profit as confirmed by the Owner. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figures on the basis of the net increase, if any, with respect to that change.
- 1.61.E If the unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices may be equitably adjusted by the written consent of both parties.

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1.61.F Allowances for overhead and profit shall be included as provided for below:

(1) FOR WORK PERFORMED BY THE GENERAL CONTRACTOR:

- a. Overhead and profit for labor for the General Contractor shall not exceed 15% subject to negotiation.
- b. Overhead and profit for material and equipment for the General Contractor shall not exceed 10% subject to negotiation.

(2) FOR WORK PERFORMED BY THE SUBCONTRACTOR:

- a. Overhead and profit for the Subcontractor, shall not exceed fifteen (15%), and above that the General Contractor shall not exceed ten (10 %) for himself in his billing to Owner.
- b. Overhead and Profit for material and equipment for Subcontractor shall not exceed ten (10%), and above that General Contractor shall not exceed five (5%) for himself in his billing to Owner.

GC.1.62 CONCEALED CONDITIONS

Should concealed conditions be encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in these contract documents be encountered, the Contract Sum, shall be equitably adjusted by Change Order upon claim by either party made within ten (10) calendar days after the claiming parties first observance of the conditions. Failure of either party to make a written claim within the ten (10) calendar day time period shall automatically extinguish any future right to the claim.

GC.1.63 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner or the Owner's designated representative written notice thereof within ten (10) calendar days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed with all possible haste. No such claim shall be valid unless so made within ten (10) calendar days after the occurrence of the event giving rise to such claim. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by arbitration. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order. No contractor claim for delay and impact damages shall be computed or determined on the basis of the Eichleay formula or a related formula to allocate unabsorbed overhead costs or expenses. Any claim for delay and impact damages shall be computed or determined on the basis of actual damages incurred by the Contractor.

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GC.1.64 MINOR CHANGES IN THE WORK

The Owner or the Owner's designated representative will have the authority to order minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

GC.1.65 UNCOVERING AND CORRECTION OF WORK

- 1.65.A If any portion of the Work should be covered contrary to the request of the Owner or the Owner's designated representative or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner, or the Owner's designated representative be uncovered for his observation and shall be replaced at the Contractor's expense.
- 1.65.B If any other portion of the Work has been covered which the Owner or the Owner's designated representative has not specifically requested to observe prior to being covered, the Owner, or the Owner's designated representative may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such cost unless it be found that this condition was caused by the Owner or a separate contractor as provided in these Contract Documents, in which event the Owner shall be responsible for the payment of such costs.

GC.1.66 CORRECTION OF WORK

- 1.66.A The Contractor shall promptly correct all Work rejected by the Owner or the Owner's designated representative as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting each rejected Work, including compensation for the Owner's additional services made necessary thereby.
- 1.66.B If, within one year after the Notice of Completion or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.
- 1.66.C The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under these Contract Documents, unless removal is waived by the Owner.
- 1.66.D If the Contractor fails to correct defective or non-conforming Work as provided in these Contract Documents, the Owner, or the Owner's designated representative may correct it in accordance with these Contract Documents.

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- 1.66.E If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Owner, the Owner or the Owner's designated representative, may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) calendar days after removal and storage, the Owner, or the Owner's designated representative may upon ten (10) additional calendar days' written notice sell such Work at auction or at private sale and shall account for the net proceeds, after deducting all the costs that should have been borne by the Contractor, including compensation for the Owner's designated representative additional services made necessary. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- 1.66.F The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.
- 1.66.G Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents. The establishment of the time period of one (1) year after the Notice of Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

GC.1.67 CONFORMITY WITH PLANS AND SPECIFICATIONS

In the event the Architect/Engineer finds the materials or the finished product in which the materials are used not in conformity with the plans and specifications, but that acceptable work has been produced, he shall then make a determination if the work shall be accepted and remain in place. In this event, the Architect/Engineer will document the basis of acceptance by contract modification concurred in by the Contracting Agency which will provide for an appropriate adjustment in the contract price for such work or materials as he deems necessary to conform to his determination based on Architectural/Engineering judgement. In the event the Architect/Engineer finds the materials or the finished product in which the materials are used or the work performed are not in conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor

GC.1.68 FEDERAL, STATE, LOCAL LAWS

All Bidders will comply with all Federal, State and local laws relative to conducting business in Clark County including, but not limited to, licensing, labor and health laws, and including NRS 338.010 through 338.180, as amended, if applicable. The laws of the State of Nevada will govern as to the interpretation, validity and effect of this bid, its award, and any contract entered into.

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GC.1.69 TERMINATION OF THE CONTRACT BY THE OWNER

- 1.69.A If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) calendar days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery at the site owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.
- 1.69.B If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Owner's designated representative's additional services made necessary, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or the Owner, as the case may be, shall be certified upon application, in the manner provided in these Contract Documents and this obligation for payment shall survive the termination of the Contract.

GC.1.70 TIE BIDS

- A. Definition: A tie-bid is defined as an instance wherein bids are received from two or more Bidders, that are considered the low bids and are identical in all evaluation areas. Unless all evaluation areas are identical, there is not a tie-bid and the award will be made to the lowest responsive and responsible Bidder.
- B. Resolution Procedure: The procedure for tie-bids is to hold a public drawing and give all business to the winner of the draw. When a drawing is necessary, the City will contact the Bidders involved and explain the reason for the drawing. The Purchasing and Contracts Representative will indicate the time and place of the drawing and invite the Bidders to attend, but specify that attendance is not mandatory for the drawing. The City will ensure that another Purchasing and Contracts employee is present as a witness at the drawing.

SUPPLEMENTAL GENERAL CONDITIONS - ON SITE CONSTRUCTION**SGC.2.1 EXAMINATION OF PLANS, CONDITIONS, AND SPECIFICATIONS**

- 2.1.A It shall be the prospective bidder's responsibility to examine the Bid Documents, Construction Site, Specifications, Drawings, and Conditions before submitting his bid form, and shall notify the Owner or Owner's designated representative within a reasonable time prior to bid opening of any inconsistency, error, or omission in the documents.

SGC.2.2 BID PREPARATION AND SUBMISSION

- 2.2.A Bid proposals are to be submitted on the "BID" forms provided or copies thereof, and manually signed by pen by an officer of the principal submitting the bid. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. Any interlineation, alteration or erasure must be initialed in ink by the person signing the proposal. If the person making said interlineation, alteration or erasure is not the same person who signs the Bid Proposal, such person must write his/her signature and print his/her name and title on each page of the Bid Proposal where the initials appear. Written delegation of signature authority to an agent acting in behalf of the principal must accompany the sealed bid and cannot contain any language which states the principal retains final approval of acceptance of any of the terms, conditions, specifications, and/or finalized contract.

- 2.2.B Each bid must be submitted in a sealed envelope prominently marked on the lower left side as follows:

SEALED BID

BID INVITATION NO.: _____

OPENING: 3:00 P.M.-
(TIME AND DATE) _____

COMPANY NAME _____

- 2.2.C Failure to do so may result in a premature opening of, post-opening of, or failure to open, that bid.

- 2.2.D All bids must be filed with the City Clerk prior to the time specified for opening at the following address **City Clerk, First Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada 89101-2986**. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified. Mailed bids must be received by the City Clerk prior to the closing time for receipt of bids to receive consideration.

- 2.2.E **FACSIMILE**

FACSIMILE BIDS WILL NOT BE ACCEPTED OR CONSIDERED.

SGC.2.3 TELEGRAPHIC MODIFICATION

Any prospective bidder may modify his bid by telegraphic or facsimile communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the City prior to the closing time, and provided further, the City is satisfied that a written confirmation of the telegraphic modification over the signature of the prospective bidder was mailed prior to the closing time. The telegraphic or facsimile communication shall not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. If written confirmation is not received within two (2) calendar days from closing time, no consideration will be given to the telegraphic modification.

SGC.2.4 REQUEST FOR WITHDRAWAL OF POSTED, SEALED BID PRIOR TO BID OPENING

Any prospective bidder may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the City Clerk's Office in writing, or presents themselves in person with proper identification to the City Clerk and verbally requests the bid be withdrawn.

SGC.2.5 PUBLIC OPENING OF BIDS

Bids will be opened and read publicly at the time and place indicated in the Invitation to Bid. Prospective bidders, their authorized agents and other interested parties are invited to be present. The total sum read shall be subject to the provisions of determination of the lowest bid paragraph. No responsibility will attach to the City or any official or employee thereof, for the pre-opening of, or the failure to open a bid not properly addressed and identified.

SGC.2.6 CONFLICTING CONDITIONS

Any provision in any of the other Documents which may be in conflict or inconsistent shall be void to the extent of such conflict or inconsistency and the more stringent shall govern.

SGC.2.7 LICENSING

Prospective bidders shall be duly qualified and licensed for this particular work by the Nevada State Contractor's Board PRIOR to the time of Bid Opening. Failure to comply shall result in rejection of the Bidder. The Nevada Contractor's License type, number and dollar limit must be indicated on the bid form page. Questions concerning license requirements shall be directed to the Nevada State Contractor's Board. The decision of the Nevada State Contractor's Board shall be final.

Should the bidder intend to sub-let portions of the work, it shall be the responsibility of the bidder that all sub-contractors be licensed in accordance with the Nevada State laws and the City Code. A City Business license MAY be required of the bidder so awarded by the City of Las Vegas. IF REQUIRED, the award shall be conditional on the bidder being properly licensed with the City of Las Vegas within ten (10) days from the date of award. Information concerning City License requirements and fees may be obtained from the City of Las Vegas, Department of Business Activity, (702) 229-6281.

SGC.2.8 OFFICIAL, AGENT AND EMPLOYEES OF THE CITY NOT PERSONALLY LIABLE

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

SGC.2.9 DETERMINATION OF THE LOWEST BID

The lowest bid shall be the lowest correct total sum for which the entire work **to be awarded as identified in the Method of Award Section of the Special Conditions**, will be performed, arrived at by a correct computation which includes all items as specified on the bid form. In the event of a discrepancy between written prices and numerical unit prices, the written unit price shall govern. If there are discrepancies between unit prices and extension, the unit price will prevail. The City reserves the right to correctly compute all bids and make corrections for mathematical errors. The City reserves the right to reject any bid that omits unit prices for any unit price bid item on the bid form. **ALL COSTS ATTRIBUTED TO PROFIT, OVERHEAD, INSURANCE, BONDING, AND ALL OTHER INCIDENTAL ITEMS SHALL BE EVENLY DISTRIBUTED ACROSS ALL LINE ITEMS AS SPECIFIED ON THE BID FORM.**

SGC.2.10 MISTAKE IN BID

A request for withdrawal of a bid due to a purported error shall not be considered unless the same is filed in writing by the bidder within forty-eight (48) hours after opening thereof. Any such request shall contain a full explanation of any purported error and shall be supported by the original calculations on which the bid was computed, together with a certification and notarization thereon that such compensation is the original and prepared by the bidder or his agent. The foregoing shall not be construed that such withdrawal will be permitted and the City retains the right to reject any proposed withdrawal for a mistake.

SGC.2.11 IRREGULAR BID

A bid shall be considered irregular for the following reasons, any one or more of which may be cause for rejection:

- (a) If the bid form furnished by the City is not used or is altered.
- (b) If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning, or give the bidder submitting the same a competitive advantage over other bidders.
- (c) If the bidder adds any provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award.
- (d) If the individual bid items of a prospective bidder's bid are unbalanced in the sense that the listed price of any bid item departs by more than twenty percent (20%) from the City's cost estimate for that item.

SGC.2.12 DISQUALIFICATION OF BIDDERS

Any one or more of the following shall be considered as sufficient for the disqualification of a prospective bidder and the rejection of his bid or bids.

- (a) Evidence of collusion among prospective bidders. Participants in such collusion will receive no recognition as bidders for any future work of the City until such participant shall have been reinstated as a qualified bidder.

- (b) More than one bid for the same work from an individual, firm, or corporation under the same or different name.
- (c) Lack of competency and adequate machinery, plant and other equipment as revealed by the financial statement and experience.
- (d) Unsatisfactory performance record as shown by past work for the City, judged from the standpoint of workmanship and progress.
- (e) Incomplete work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work, if awarded.
- (f) Failure to pay or satisfactorily settle all bills due for labor and material on former contracts still outstanding at the time of letting.
- (g) Failure to comply with any qualification requirement of the City.
- (h) Failure to list, if required, all subcontractors who will be employed by the bidder.
- (i) Failure of the prospective bidder to be properly licensed.
- (j) Any other reason to be determined in good faith to be in the best interests of the City.

SGC.2.13 REJECTION OF BIDS

- 2.13.A The City of Las Vegas reserves the right to accept or reject any or all bids received at any time during the Invitation to Bid process.
- 2.13.B Prospective bidders acknowledge by signing the bid form that the submission of a bid to the City of Las Vegas is **NOT** a right by which to be awarded this Invitation to Bid, but merely an offer by the prospective bidder to perform the requirements of the Invitation to Bid in the event the City Council decides to consider an award.
- 2.13.C In the case of rejection of all bids, the City reserves the right to advertise for new bids or to proceed to do the work otherwise, if in the judgment of the City Council, the best interest of the City will be promoted thereby.

SGC.2.14 RIGHT TO PROTEST

Any individual or company who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest will be submitted in writing to the Manager of Purchasing & Contracts, within three (3) working days after such aggrieved person knows or should have known of the facts giving rise thereto. The Purchasing & Contracts Division Manager shall review the written protest and shall issue a decision in writing. The decision shall state the reasons for the action taken. A copy of this decision shall be forwarded to the General Services Director.

If the protest is not resolved by mutual agreement, the Protestant may submit in writing, a request to the General Services Director for an administrative appeal. This request must be submitted within three (3) working days from receipt of the written decision of the Purchasing and Contracts Manager. The General Services Director will issue a decision in writing to the Protestant and any other party intervening. If the Protestant wishes to appeal the decision rendered by the General Services Director, such appeal must be made to the City Council, through the General Services Director. The decision of

the City Council will be final. The City Council need not consider protests unless this procedure is followed.

SGC.2.15 CANCELLATION OF AWARD

The City reserves the right, without any liability, to cancel the award of any bids at any time before the execution of the contract documents by all parties.

SGC.2.16 ADDENDA AND INTERPRETATIONS

2.16.A If it becomes necessary to revise any part of this bid, a written addendum will be provided to all Bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner's employees, unless such clarification or change is provided to Bidders in written addendum form from the Purchasing and Contracts Division.

2.16.B Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which if issued, will be mailed to all planholders (to the respective addresses furnished for such purposes). Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

SGC.2.17 BID GUARANTEE

Failure to enclose a bid guarantee with the sealed bid in the amount of five percent (5%) of the total base bid shall be cause for rejection of that bid without consideration. The bid guarantee shall be in the form of a cashier's check or bid bond only. Such checks will be returned to all except the three (3) lowest bidders within ten (10) calendar days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the City and the accepted bidder have executed the contract.

SGC.2.18 LUMP SUM BID BREAKDOWN

The purpose of the Lump Sum Bid Breakdown shall serve the City of Las Vegas in two (2) distinct areas.

2.18.A PRIOR TO AWARD OF BIDS

2.18.A.(1) The City of Las Vegas may request a lump sum bid breakdown for any or all item(s) reflected on the bid schedule as "LUMP SUM" for the purpose of determining an unbalanced bid. The analysis shall be conducted by the City using acceptable methods dictated by the industry.

2.18.B AFTER AWARD OF BID:

2.18.B(1) The City of Las Vegas may request a Lump Sum breakdown for any or all item(s) reflected on the bid schedule as "LUMP SUM" for the purpose of making partial payments to the Contractor.

2.18.B(2) Under no circumstances may any bid item reflected as "LUMP SUM" or otherwise be increased or decreased as a result of the Lump Sum bid breakdown analysis.

- 2.18.B(3) Any or all of the prospective bidders may be required to prepare an itemized bid breakdown and it shall be the bidder's responsibility to verify the quantities as shown on the drawings before preparing his bid. The schedule as shown on the Contract Drawings does not constitute a complete outline of the work to be performed by the Contractor in accordance with the Contract Drawings and Specifications in their present form. This list is intended to include all major items, and the Lump Sum bid computed therefrom will be the maximum compensation for all work and materials whatsoever furnished by the Contractor in order to comply with the Contract Drawings and Specifications in their present forms, whether or not indicated in the approximate quantities or pertaining to the items of work listed therein. Compensation for work performed to correct latent conditions shall be in accordance with Section 104 of the Standard Specifications.

SGC.2.19 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

- 2.19 A Each and every provision of Chapter 338, and 624 of N.R.S. and other laws required to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall be physically amended to make such insertion or correction.

- ☒ 2.19 B A copy of the certified payroll for each calendar month must be sent to the labor commissioner and the City of Las Vegas no later than one week after the end of the month (NRS 338.070.5).

SGC.2.20 EQUAL EMPLOYMENT OPPORTUNITY

- 2.20.A During the performance of the contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, age, creed, sex, color, or national origin.
- (2) The Contractor will take affirmative action to ensure that the applicants are considered for employment, and that employees are treated during employment, without regard to their race, age, sex, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- (3) The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contract shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (4) The successful bidder shall insert the foregoing in any subcontracts and shall require each subcontractor to follow that policy.

SGC.2.21 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents, or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of Notice of Completion unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

SGC.2.22 OTHER PROHIBITED INTERESTS

No official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any Architecture/Engineering, inspection, construction or materials supply contract or any subcontract in connection with the construction of the project, shall be come directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, Architect/Engineer, attorney, or inspector of or for the City who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

SGC.2.23 CLAIMS FOR ADJUSTMENTS AND DISPUTES

- 2.23.A Any controversy or claim, excepting artistic effect as generally accepted in the industry, arising out of or relating to the performance of this contract, which cannot be resolved by mutual agreement, shall, except as is hereinafter expressly provided, be settled by arbitration in accordance with the Construction Industry Arbitration Rules (the "Rules" herein), as administered by the Nevada Arbitration Association, at Las Vegas, Nevada, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
- 2.23.B In the event that any controversy or claim, excepting artistic effect as generally accepted in the industry, arising out of or relating to the performance of this contract becomes the subject of arbitration, the CITY OF LAS VEGAS shall have the right, at its option, to join or bring in any additional party to the arbitration proceeding, and the CONTRACTOR hereby irrevocably consents and agrees to such joinder.
- 2.23.C In the event that the CITY OF LAS VEGAS is named as a party to any arbitration action arising out of, or resulting from, the design or construction of the Project, excepting artistic effect as generally accepted in the industry, the CONTRACTOR hereby agrees, at the request of the CITY OF LAS VEGAS, to be joined as a party to that arbitration proceeding and to be bound by any decision resulting from arbitration.
- 2.23.D None of the time provisions imposed under Paragraph 2.23.E and 2.23.F apply to the joinder rights provided under Paragraph 2.23.B and 2.23.C herein in such a way as to preclude the CITY OF LAS VEGAS from joining the CONTRACTOR as a party to any arbitration proceeding in which it is named and which arises out of, or results from, the construction of the Project.
- 2.23.E In order for the CONTRACTOR to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice of its intention to arbitrate such claim, dispute or other matter must be given to the CITY OF LAS VEGAS, with three (3) copies thereof to the Nevada Arbitration Association, within thirty (30) calendar days after the claim, dispute or other matter arises. In order for the CITY OF LAS VEGAS to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice of its intention to arbitrate such claim, dispute or other matter must be given to the CONTRACTOR, with three (3) copies thereof to the Nevada Arbitration Association, within sixty (60) calendar days after the claim, dispute or other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.

- 2.23.F The filing of such written notice of intention to arbitrate shall preserve that party's right to arbitrate, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of a claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party, with three 3 copies thereof to the Nevada Arbitration Association, within sixty 60 calendar days after the filing of the Certificate of Substantial Completion with respect to the Project, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.
- 2.23.G In the event of arbitration, it is agreed by the parties that all means of discovery, including but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrators shall have all authority to impose sanctions against either party for failing to comply with the rules for discovery provided under the Nevada Rules of Civil Procedure.
- 2.23.H Within ten (10) calendar days after its receipt of written notice by either party of such party's intention to arbitrate, the Nevada Arbitration Association shall institute the process for the appointment of a three (3) member arbitration panel in accordance with Paragraph 7 of the Rules.
- 2.23.I The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- 2.23.J The Contractor shall carry on the work and maintain progress during any arbitration, court proceedings or any other disputes excluding those contained in this section unless otherwise mutually agreed upon in writing. Arbitration conducted in accordance with this provision shall take place in Clark County, Nevada.

SPECIAL CONDITIONS**SC.3.1 PRE-BID CONFERENCE**

- 3.1.A Prospective bidders are invited to attend the pre-bid conference to be held in the Purchasing and Contracts Division Conference Room, 1st Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, on _____ at _____
- 3.1.B The purpose of this conference is to discuss the specifications in detail any prospective bidders' concerns, and the City of Las Vegas Minority, Woman-Owned and Disabled Veterans' Business Enterprise Policy.
- 3.1.C Questions regarding the Technical Specifications and Bid Form items/quantities should be directed to _____ at telephone No. **(702)** _____. The Consultant for the project is _____, and can be contacted at **(702)** _____.

All other questions should be directed to _____ Purchasing and Contracts Division, at telephone No. **(702) 229-6231**.

SC.3.2 LOCATION

- 3.2.A The construction to be performed under this contract will be situated in the City of Las Vegas, Nevada, located as follows:

SC.3.3 CONTRACT DRAWINGS

- 3.3.A The Contract Drawings have the title and date as follows:

CONTRACT DRAWING TITLE: _____

CONTRACT DRAWING NUMBER: _____

CONTRACT DRAWING DATE: _____

- 3.3.B The Contract Drawings do not purport to show all the details of the work. They are intended to illustrate the character and extent of the performance desired under the contract, therefore, they may be supplemented or revised from time to time, as the work progresses, by the Owner or Owner's designated representative. Drawing revisions and/or additional drawings or sketches will be made and furnished the Contractor if they are deemed necessary to adequately illustrate the work. All such supplementary and revised drawings, those which do not change the contract amount, automatically become a part of this contract. All other changes which increase cost of the contract or time must be approved by the Owner or Owner's designated representative and the Contractor prior to becoming a part of the contract.
- 3.3.C Five (5) sets of the Contract Drawings and Specifications will be provided the Contractor without charge upon the signing of the contract. Additional copies or prints may be obtained at the cost of reproduction.

Special Conditions

Bid Number

Short Title

SC.3.4 METHOD OF AWARD

The Award of Contract(s) if awarded, will be to the lowest responsive and responsible bidder for the total bid amount, whose bid complies with all of the requirements prescribed, whose total has been correctly computed and is advantageous to the Owner price and other factors considered. The successful bidder(s) will be notified by, and will be required to comply with all instructions, in a letter mailed to the address shown on the bid, that his bid has been accepted and that he has been awarded the contract.

SC.3.5 TIME OF AWARD

3.5.A The award, if made, will be within sixty (60) calendar days after the opening of bids.

3.5.B The City of Las Vegas reserves the right to accept or reject any or all bids received.

SC.3.6 CLARK COUNTY POLLUTION

Prospective bidders are cautioned to familiarize themselves with Clark County Pollution Control regulations as published by the Clark County Health Department. The successful bidder shall be responsible for all costs incurred for necessary permits. No time extension shall be granted for time lost due to violations of Clark County Pollution Regulations.

Special Conditions

Bid Number

Short Title

SC.3.7 OSHA STANDARDS

- 3.7.A** Prospective bidders, by signing the bid form, signify prima facie evidence that all material and workmanship on this project shall meet or exceed OSHA standards.

SC.3.8 SUBCONTRACTING

- 3.8.A** The Bidder shall be bound by and comply with Nevada Revised Statute 338.144 to limit the practice of shopping for bids and shall provide a Subcontractors Listing with the submission of their Bid. The form must have the spaces filled in for each subcontractor which will be paid an amount exceeding five percent (5%) of the bid amount or Fifty Thousand Dollars (\$50,000), whichever is less.
- 3.8.B** Contractor shall verify prior to submitting their bid that all subcontractors specified are properly licensed. Substitutions of subcontractors specified in the bid shall comply with the requirements of Nevada Revised Statute 338.144.
- 3.8.C** Contractors are urged to utilize Minority, Women-Owned & Disabled Veterans Businesses as subcontractors and material suppliers **regardless of the amount/percentage of the contract. Contact the City's Minority Business Enterprise Division at 229-2550 for more information regarding minority Contractors**
- 3.8.D** Should no firms be indicated on the Subcontractor Listing, the Contractor represents that all personnel performing services under any phases, shall be carried on the Contractor's payroll, or that the amount paid to a subcontractor is not within the amounts specified above.
- 3.8.E** Contractor agrees that he will assume responsibility for acts or omissions of subcontractors and of persons either directly or indirectly employed by them, as they are responsible for the acts or omissions of persons directly employed by the Contractor. Nothing contained in the contract documents shall create any contractual relationship between subcontractor and the City of Las Vegas.
- 3.8.F** The award of contract shall be deemed an approval of the listed subcontractors and the portions of the work to be sublet, and no changes or additions will be allowed without the Owner's written approval.
- 3.8.G** The Owner reserves the right to request copies of any or all contracts that the successful Bidder may have with his subcontractor(s).
- 3.8.H** If permits are required by City ordinance for any such listed work, then the successful bidder or its subcontractor, as the case may be, must submit to the City of Las Vegas Department of Building and Safety, at the time of permit application, the name and master permit number of the person employed by the successful bidder who will be responsible for the listed work.
- 3.8.I** Failure to provide such information at the time of permit application shall be cause for the City to issue an immediate stop order for the project, and commence assessment of liquidated damages until compliance with City of Las Vegas permit requirements.

Special Conditions

Bid Number

Short Title

SC.3.9 DATA FORMS

- 3.9.A** Each bidder must be prepared to submit within five (5) days of Owner's request written evidence of his qualifications to perform the work. Bidders may be required to submit evidence that they have a practical knowledge of the particular work bid upon, and that they have the financial resources to complete the proposed work. In determining the Bidder's qualifications, the following factors will be considered: (a) work previously completed by the Bidder, whether the Bidder (b) maintains a permanent place of business, (c) has adequate plant and equipment to do the work properly and expeditiously, (d) has the financial resources to meet all obligations incident to the work, and (e) has appropriate technical experience.
- 3.9.B** If requested, each bidder will be required to show that he has handled former work so that no just claims are pending against such work. No bid will be considered for award from a Bidder who is engaged on any work which would impair his ability to perform or finance this work.

SC.3.10 PHYSICAL NOTICE TO PROCEED

The successful bidder agrees to conform to the following which shall govern the "Physical Notice to Proceed" for this project.

- a. The authorization to commence actual physical work shall be issued by the City of Las Vegas only.
- b. The written authorization to proceed shall have an actual start date for physical work to commence and a scheduled completion date.
- c. After the written Notice to Proceed has been issued by the City of Las Vegas, failure of the successful bidder to commence work by the actual start date shall be grounds for breach of contract.

☐

A "MATERIAL NOTICE TO PROCEED" shall be issued by the City of Las Vegas subject to the same conditions as items 1,2, and 3 of the PHYSICAL NOTICE TO PROCEED requirements. The maximum time allowed for acquisition of materials shall be day written () calendar days after verbal authorization has been given by the City of Las Vegas.

2. At the successful Bidder's option he may elect to start work during the "MATERIAL NOTICE TO PROCEED" time. If the successful Bidder elects to commence physical work prior to the 15th calendar day of the "MATERIAL NOTICE TO PROCEED", the following shall apply.
 - a. On the actual date the successful Bidder elects to enter the project and commence physical work the time allotted for "Physical Works" to be accomplished shall commence.
 - b. No stop orders will be issued due to lack of materials that have not arrived.
 - c. Any time remaining under the calendar day "MATERIAL NOTICE TO PROCEED" shall expire automatically at the start of the last calendar day that physical work is to start.

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SC.3.11 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work as specified in the "NOTICE TO PROCEED" issued by the City and to fully complete the project within _____ () calendar days thereafter. Bidder must also agree to pay liquidated damages, according to the following schedule, for each consecutive calendar day thereafter. Time stated for completion shall include the final cleanup of the premises.

AMOUNT OF LIQUIDATED DAMAGES PER DAY

In the event the Contractor fails to complete the work within the specified time for performance, the Contractor does hereby agree to pay the Owner, the sum of _____ (\$) per day as liquidated damages for each calendar day that the contract for the work extends beyond the time for performance. The signing of the bid form by the Bidder shall be prima facie evidence that he agrees that the amount of liquidated damages is fair and reasonable. Any liquidated damages due to the City will be deducted from the final pay request. Liquidated damages due to the City are to be reflected on the final pay estimate and will be deducted from the City's final payment to the Contractor.

SC.3.12 WARRANTY

The Contractor shall conform to the Technical Specifications or published specifications, whichever is applicable, and warrant the work to be free from defects in materials, workmanship and title. All materials and workmanship, except pilot lamps and fuses, shall be guaranteed for a period of one (1) year from the date of acceptance of the goods. Pilot lamps and fuses are to be warranted to be operable upon arrival only. If during the warranty period any part of the contract fails to operate or perform as outlined in the Specifications, the City of Las Vegas shall notify the Contractor during normal working hours in the most expedient manner available. Minor adjustments or repairs that can be performed locally must be completed within four (4) hours after receipt of notification. Major adjustments or repairs must be completed within ten (10) calendar days after receipt of notification.

- 3.12.A Freight costs for factory repair of equipment to be borne by the Contractor. The forwarding and returning freight receipt shall be furnished to the City of Las Vegas. Failure to comply with these requirements may be cause for breach of contract by the Contractor and the City may seek whatever remedy is available by law. The liability of the Contractor to the City of Las Vegas (except as to title), arising out of or under the contract or the warranty, shall not exceed the cost of correcting the defects in the contract as provided and upon expiration of the warranty period, all such liability shall terminate **EXCEPT UNDER THE WARRANTY FOR MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

SC.3.13 WARRANTY EXCLUSIONS PROHIBITED

- 3.13.A The City of Las Vegas will NOT accept any warranty clause from a manufacturer and/or seller which states:

- (a) That the warranty of merchantability and/or warranty of fitness for a particular purpose is excluded from the offer to the City.
- (b) That the manufacturer's and/or seller's warranty is in lieu of all other warranties that are either expressed or implied.

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- 3.13.B** In addition to the above restrictions, the warranty requirements of the contract documents shall run from the manufacturer to the City of Las Vegas as well as from the Contractor to the City if the merchandise is sold to the Contractor by a distributor or agent.

SC.3.14 BIDDER PREFERENCE

Bidders submitting a proposal to a public body for a public work shall bear the responsibility to ascertain the relevancy of the "preference for certain contractors" referenced in NRS 338.147. Bidders are hereby informed that the five (5) year period immediately preceding submission of the bid means the sixty (60) month period preceding the day the bid is opened.

Bidders claiming preference shall complete and submit with their Bid Proposal, the "Affidavit of Preferential Bidder Status". If required, the City may request the Bidder to furnish within twenty-four (24) hours a copy of receipts for tax(es) paid in accordance with NRS 338.147.

Failure to submit the affidavit with your bid or to submit documentation of tax(es) paid within twenty-four (24) hours, shall result in a waiver of any Bidder preference.

Note: Provisions of NRS 338.147 do not apply to any contract for a Public Work which is expected to cost less than \$250,000.

SC.3.15 PREVAILING WAGE RATES - CLARK COUNTY

A. The Contractor and subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including Chapter 338 of the Nevada Revised Statutes, which is entitled, "Employment and Bids on Public Works." The Contractor shall ensure that all employees on the work site are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the contract totals One Hundred Thousand (\$100,000) or more. A copy of the rates are attached hereto and included herein. Please note that if a Change Order causes a contract to exceed the One Hundred Thousand Dollars (\$100,000) the State Labor Commissioner will audit the entire contract period. All work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the City.

B. Posting of Minimum Wage Rates - In accordance with NRS, Chapter 338, Section 338.020, the Contractor shall post the hourly and daily rate of wages to be paid each of the classes of mechanics and workmen on the site of work of this contract, in a place generally visible to the workmen.

C. The Contractor hereby agrees to forfeit as a penalty to the City, a minimum of Ten Dollars (\$10) for each workman employed, for each calendar day or portion thereof, that such workman is paid less than the designated rate for any works done under the contract, by his or any subcontractor under him, pursuant to NRS 338.060.

Questions involving the Prevailing Wage Rates - Clark County should be referred to the Labor Commissioner, State of Nevada, at 702-687-4850.

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- ☐ Additionally, Prospective bidders are hereby notified that the Federal Wage Rates General Decision Number NV960001-Rev4 (attached hereto) is applicable for this project.

Wages paid under this contract shall conform with the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29-CFR, Part 5). Where Nevada State Wage Rates are General Wage Rates and not equal, the Contractor will be required to pay the higher prevailing rate. A copy of the General Wage Decision is attached. Refer to the Federal Requirements sections of this document which contains the attachments and related sample forms.

- ☐ Section 3 Regulations

Prospective bidders are hereby notified that requirements of Section 3 Regulations attached hereto are applicable to this Contract.

SC.3.16 **ADA COMPLIANCE**

Prospective bidders are hereby notified that all work/services/material performed/furnished as a result of the award of this contract must comply with the pertinent portions of the ADA regulations. By signing the bid form, the contractor is attesting to his intent to comply with all pertinent portions of the ADA regulations and to immediately notify the Owner of any conflicts between the bid plans and specifications and all pertinent ADA regulations and/or requirements. Further information in regards to ADA regulations, requirements and/or compliance may be obtained by contacting the City's, ADA Program Administrator at Telephone Number (702) 229-6315.

SC.3.17 **HOURS OF EMPLOYMENT**

The Contractor is advised that the normal working hours for City of Las Vegas employees will be 7:30 A.M. to 3:00 P.M., Mondays through Fridays, excluding holidays.

The Contractor shall pay for the overtime of all employees of the City who are requested by the contractor to perform inspection or testing, or who as a result of the Contractor's operation, are required to perform inspections or testing beyond the normal hours of the established working day listed above. The Contractor will be billed at the base overtime rate, including fringe benefits and equipment costs. Failure on the part of the Contractor to reimburse the City for the overtime costs as described in this Section will result in retention monies being held until such time as full reimbursement is made.

EQUAL OPPORTUNITY CONTRACTING POLICY**1. DEFINITIONS**

- A. MINORITY BUSINESS ENTERPRISE (MBE) means a business which is at least fifty-one percent (51%) minority-owned, operated and actively controlled by one or more minorities. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be minority-owned and the business must be operated and actively controlled by minorities. Minority categories are NATIVE AMERICAN, BLACK/AFRICAN AMERICAN, ASIAN AMERICAN, AND HISPANIC AMERICAN.
- B. WOMEN-OWNED BUSINESS ENTERPRISE (WBE) means a business which is at least fifty-one percent (51%) women-owned, operated and actively controlled by one or more women, or in the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned and the business operated and actively controlled by a woman or women.
- C. DISABLED VETERAN-OWNED BUSINESS ENTERPRISE (DVBE) means a business which is at least fifty-one percent (51%) disabled veteran-owned, operated and actively controlled by one or more disabled veterans, or in the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned and the business operated and actively controlled by a disabled veteran. Disabled veteran is defined by the City of Las Vegas as a U.S. veteran of any era with a service-connected minimum disability of ten (10%), certified by the Department of Veterans Affairs.

2. CERTIFICATION AGENCIES

The City recognizes MBE's, WBE's, and DVBE's who are certified through the following agencies:

- A. CLARK COUNTY DEPARTMENT OF AVIATION (261-5161)
- B. NEVADA DEPARTMENT OF TRANSPORTATION (NDOT) 687-5497

3. GENERAL

- A. A M/W/DVBE may participate as a prime contractor, sub-contractor, joint venture partner with a prime or sub-contractor, or as a vendor of materials and/or supplies. Only those sub-contractor(s) and suppliers contracting directly with or to be paid by the prime contractor may be credited toward the goals.
- B. A M/W/DVBE joint venture partner must be responsible for a clearly defined scope of work detailed separately from the work to be performed by the non-M/W/DVBE joint venture partner. In addition, an agreement signed by all parties, identifying the extent to which each joint venture partner shares in the ownership, control, management, risk and profits of the joint venture must be submitted to the City of Las Vegas.
- C. A M/W/DVBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work specified.
- D. The contractor shall not be entitled to payment for any work or material scheduled to be performed by an M/W/DVBE unless it is performed or supplied by the listed M/W/DVBE or by an approved substitution. See substitutions in paragraph six (6) below.

4. CITY OF LAS VEGAS MBE/WBE/DVBE GOALS

- A. The City of Las Vegas has adopted the following goals for MBE/WBE/DVBE participation and utilization.

Minority-owned Business Enterprise (MBE)	25%
Women-owned Business Enterprise (WBE)	5%
Disabled Veteran-owned Business Enterprise (DVBE)	2.5%

These percentage goals represent the value of sub-contracts and materials agreements awarded to M/W/DVBE's based on the total dollar value of the bid. Only sub-contractors and suppliers listed prior to bid opening may be counted toward the goals.

- B It is the bidder's responsibility to make a sufficient portion of the work available to sub-contractors and suppliers and to select those portions of the work and/or material needs consistent with M/W/DVBE availability.
- C It is the bidder's responsibility to make a good faith effort to meet the M/W/DVBE participation goals. If the bidder fails to meet the goals, information documenting the bidder's good faith efforts to achieve the goals must be completed prior to bidding. **M/W/DVBE commitments and good faith efforts made after bid opening will not be considered.**
- D Prior to award of any contract, the apparent low bidder's bid submission will be reviewed to determine if the City goals have been met. If goals have been achieved, the bidder will not be required to submit any information documenting their good faith efforts to meet the goals.
- E Certified M/W/DVBE prime contractors will receive credit toward the goals only for that portion of work to be completed by their own workforce and that of other certified M/W/DVBE's.
- F M/W/DVBE prime contractors are also expected to meet the goals for M/W/DVBE participation or to demonstrate a good faith effort to meet the goals.

5. GOOD FAITH EFFORT

- A Good faith efforts are defined as those which, given all relevant circumstances, a contractor actively and aggressively seeking to meet the goals would make. Efforts that are merely pro forma, are not good faith efforts to meet the goals, even if they are sincerely motivated, if, given all relevant circumstances, those efforts could not reasonably be expected to produce a level of participation to meet the goals. In evaluating good faith efforts, the following are some examples that the City will consider:
- (1) Whether the contractor attended any pre-bid conferences scheduled to discuss the City's Equal Opportunity Contracting Program goals and requirements for this project.
 - (2) Whether the contractor advertised in general circulation, trade association, and minority, women, and disabled veteran-focus media concerning sub-contracting opportunities in time to allow opportunity for effective participation by M/W/DVBE firms.

Special Conditions

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- (3) Whether the contractor contacted the City's Minority Business Enterprise Division for a list of identified M/W/DVBE firms and the City's M/W/DVBE Resource List, and effectively used this information.
 - (4) Whether the contractor effectively used additional services of available: (a) minority, women, and disabled veteran community organizations; (b) minority, women, and disabled veteran professional associations; (c) minority, women, and disabled veteran trade associations; (d) local, state and federal small business assistance offices; and (e) other organizations that provide assistance in the recruitment and placement of M/W/DVBE's.
 - (5) Whether the contractor provided written notice to a reasonable number of specific M/W/DVBE firms in sufficient time to allow opportunity for effective participation in the contract.
 - (6) Whether the contractor followed up initial solicitations of interest by contacting M/W/DVBE firms to determine with certainty whether they were interested.
 - (7) Whether the contractor selected portions of work to be performed by M/W/DVBE firms in order to increase the likelihood of meeting the established goals, including, where appropriate, breaking down contracts into economically feasible units to facilitate M/W/DVBE participation.
 - (8) Whether the contractor provided interested M/W/DVBE firms with access to plans and specifications and adequate information about the scope of services and other requirements of the contract.
 - (9) Whether the contractor negotiated in good faith with interested M/W/DVBE firms in order to arrive at a fair price, opting for negotiation in lieu of inviting bids.
 - (10) Whether the contractor fairly determined the qualifications of interested M/W/DVBE firms using only the criteria specified in the bid documents.
 - (11) Whether the contractor made efforts to assist interested M/W/DVBE firms in obtaining bonding, lines of credit, insurance, and/or meeting other governmental contracting requirements.
 - (12) Whether the contractor documented legitimate reasons why the particular M/W/DVBE's he/she contacted, and did not utilize, were not qualified.
 - (13) Other evidence to indicate compliance with the spirit of the City's Equal Opportunity Contracting Program.
- B This list is a guideline and is not meant to be exhaustive. The exercise of these good faith efforts does not necessarily establish a determination of compliance. In the determination of whether a potential contractor exercised good faith efforts to achieve the W/M/DVBE goals, the availability of qualified M/W/DVBE firms for the type of work involved on a particular contract will be considered.
- C In the event that a potential contractor has not achieved the M/W/DVBE participation goals, it may be entitled to receive an award of the contract if it exercises good faith efforts to achieve the goal, but is unable to do so.
- D Lack of good faith efforts will subject a potential qualified contractor's bid to additional scrutiny by the Minority Business Enterprise Division, and may cause the award process to be held in abeyance until an appropriate determination can be made.

6. PERFORMANCE AND SUBSTITUTION

- A The M/W/DVBE sub-contractors and suppliers listed by the contractor shall perform the work and supply the materials for which they are listed. Authorization to utilize other forces shall be requested for the following reasons:
- (1) The listed M/W/DVBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based on the general terms, conditions, plans, and specifications for the project, is presented by the contractor.
 - (2) The listed M/W/DVBE becomes bankrupt or insolvent.
 - (3) The listed M/W/DVBE fails or refuses to perform the sub-contracted work or furnish the listed materials.
 - (4) The work performed by the listed sub-contractor is unsatisfactory and is not in substantial accordance with the plans and specifications, or the sub-contractor is substantially delaying or disrupting the progress of the work.
 - (5) It would be in the best interest of the City of Las Vegas
- B. Before substitutions can be made, approval must be granted by the City Council. The award of the contract shall be deemed an approval of the listed subcontractors and the portions of the work to be sublet, and no changes or additions will be allowed without the Owner's written approval.

7. SUBMITTALS

- A If goals have been achieved, the apparent low bidder will not be required to submit any information documenting their good faith efforts to meet the goals.
- B. If the apparent low bidder fails to meet the City's M/W/DVBE goals, documentation supporting their good faith efforts must be submitted **within five (5) working days after bid opening** to the City's Minority Business Enterprise Division. Such documentation must indicate all efforts expended under paragraph five (5) of this section.

NOTE: PROSPECTIVE BIDDERS WISHING ADDITIONAL INFORMATION ON THE CITY'S EQUAL OPPORTUNITY CONTRACTING POLICY OR INFORMATION REGARDING MINORITY, WOMEN, AND DISABLED VETERAN CONTRACTORS MAY CONTACT THE MINORITY BUSINESS ENTERPRISE DIVISION AT (702) 229-2550.

B I D P R O P O S A L

Place CITY OF LAS VEGAS, NEVADA

Date _____

Bid No _____

Bid of _____, (hereinafter called Bidder)*, a _____*,

organized and existing under the laws of the State of _____, doing business as:

_____.

The Bidder, in compliance with your invitation for bids for the construction of: _____, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this Contract on the date specified in the written "Notice to Proceed" of the Owner and to fully complete the project in accordance with the Specifications set forth in the Bid Documents. Bidder further agrees to pay as liquidated damages, the sum of _____ (\$_____) for each consecutive calendar day thereafter as hereinafter provided.

Bidder acknowledges receipt of the following addenda:

Bidder acknowledges receipt of the following addenda:

Addendum No.	Bidders Signature	Date Acknowledged
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Enclosed herewith are:

- Bid Security
- Subcontractor Listing/ Supplier Listing
- Affidavit for Best Bid Preference per NRS 338.147

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following prices:

***Insert the correct word: corporation, partnership, or individual, as applicable.**

Bid Proposal

Bid Number

Short Title

BID PROPOSAL

BID NUMBER

ITEM	DESCRIPTION	UNIT	EXTENDED PRICE

Bid Proposal

Bid Number

Short Title

SUBCONTRACTOR LISTING

BID #

PROJECT TITLE:

BIDDER: _____

PHONE # _____

DESCRIPTION OF WORK	MBE: _ WBE: _ DVBE: _ NONM/W/DVBE: _ NAME OF CONTRACTOR ADDRESS: CITY, STATE, ZIP CONTACT POINT & TELEPHONE	LICENSE #
	MBE: _ WBE: _ DVBE: _ NON M/W/DVBE: _ 	#
	MBE: _ WBE: _ DVBE: _ NON M/W/DVBE: _ 	#
	MBE: _ WBE: _ DVBE: _ NON M/W/DVBE: _ 	#
	MBE: _ WBE: _ DVBE: _ NON M/W/DVBE: _ 	#

Bid Proposal
Bid Number
Short TitleSUPPLIER LISTING

BID # _____

PROJECT TITLE: _____

BIDDER: _____

PHONE # _____

MATERIAL TO BE PROVIDED	MBE: _ WBE: _ DVBE: _ NONM/W/DVBE: _ NAME OF CONTRACTOR ADDRESS: CITY, STATE, ZIP CONTACT POINT & TELEPHONE	LICENSE #
 	MBE: _ WBE: _ DVBE: _ NON M/W/DVBE: _ 	# _____
 	MBE: _ WBE: _ DVBE: _ NON M/W/DVBE: _ 	# _____
 	MBE: _ WBE: _ DVBE: _ NON M/W/DVBE: _ 	# _____
 	MBE: _ WBE: _ DVBE: _ NON M/W/DVBE: _ 	# _____

Bid Proposal
 Bid Number
 Short Title

The prices reflected on the Bid Form shall include all labor, materials, tools, equipment, overhead, profit, and insurance necessary to cover the finished work of the several kinds called for.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that his bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled time for opening bids.

The Bidder is placed on notice that there are specific funding limitations which require that the expenditure of funds to complete this project be disbursed over the duration of the entire project at regular intervals based on the original time of completion reflected in the Bid Documents. There shall be no additional compensation due the successful bidder for early completion.

Upon receipt of the City's written Notice of Award Letter, the Bidder will execute the formal contract attached within ten (10) calendar days and deliver to the City, that Contract Form, Insurance and Bonds as required.
IF THE BIDDER DOES NOT PROVIDE THESE SUBMITTALS ON OR BEFORE THE 10TH CALENDAR DAY, HE WILL PAY OVER TO THE CITY THE AMOUNT OF TWO HUNDRED DOLLARS (\$200) PER CALENDAR DAY AS LIQUIDATED DAMAGES.

 SIGNATURE OF BIDDER

 LEGAL NAME OF FIRM

 NAME OF BIDDER (PRINT OR TYPE)

 TELEPHONE NUMBER

 FAX NUMBER

 ADDRESS OF FIRM

 NEVADA STATE CONTRACTOR'S LICENSE NO.

 CITY, STATE, ZIP CODE

 CLASSIFICATION

 MONETARY LIMITATION IF ANY

TODAY'S DATE: _____

CLV - BUSINESS LICENSE NO.: _____

FOR INFORMATIONAL PURPOSES ONLY

Is this firm a Minority, Women or Disadvantaged Business Enterprise?

☐ NO ☐ YES. If Yes, Specify ☐ MBE ☐ WBE ☐ DBE.

Has this firm been certified as a Minority, Women or Disadvantaged Business Enterprise by any Governmental Agency? ☐ NO ☐ YES. If yes, Specify

Government Agency: _____

Date of Certification: _____

BID NO.: _____ BID TITLE: _____

**AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED AS PROOF OF
CONTRACTORS COMPLIANCE WITH THE PROVISIONS OF N.R.S. 338.147**

I, _____, BEING FIRST DULY SWORN, DEPOSES AND SAYS THE _____
FOLLOWING; (NAME OF CPA)

1. THAT AFFIANT IS A DULY LICENSED CERTIFIED PUBLIC ACCOUNTANT.
2. THAT AFFIANT HAS REVIEWED AND EXAMINED THE BOOKS AND RECORDS OF:
_____, CONTRACTOR LICENSE # _____ ORIGINAL
(HEREIN THE "CONTRACTOR"). ISSUE DATE: _____
3. THAT BASED UPON THAT REVIEW AND EXAMINATION, AFFIANT HAS VERIFIED, AND
HEREBY CERTIFIES, THAT THE CONTRACTOR HAS:
 - A. PAID SALES AND USE TAXES IMPOSED PURSUANT TO CHAPTERS 372, 374 AND 377
OF THE NEVADA REVISED STATUTES ON MATERIALS USED FOR CONSTRUCTION
OF NOT LESS THAN \$5,000.00 FOR EACH CONSECUTIVE 12-MONTH PERIOD FOR 60
MONTHS IMMEDIATELY PRECEDING THE SUBMISSION OF THE CONTRACTOR'S BID
TO THE CITY OF LAS VEGAS;
 - B. PAID THE MOTOR VEHICLE PRIVILEGE TAX IMPOSED PURSUANT TO CHAPTER 371
OF THE NEVADA REVISED STATUTES ON THE VEHICLES USED IN THE OPERATION
OF THE CONTRACTOR'S BUSINESS OF NOT LESS THAN \$5,000.00 FOR EACH
CONSECUTIVE 12-MONTH PERIOD FOR 60 MONTHS IMMEDIATELY PRECEDING THE
SUBMISSION OF HIS BID TO THE CITY OF LAS VEGAS. OR
 - C. ANY COMBINATION OF SUCH SALES AND USE TAXES AND MOTOR VEHICLE
PRIVILEGE TAX.
4. THAT BASED UPON THAT REVIEW AND EXAMINATION, AFFIANT IS OF THE OPINION THAT
THE CONTRACTOR QUALIFIES FOR THE BID PREFERENCE SET FORTH IN N.R.S. 338.147.

FURTHER AFFIANT SAYETH NOT.

DATED THIS ___ DAY OF _____, 199__.

SIGNATURE OF C.P.A.

NAME OF C.P.A. FIRM

SUBSCRIBED AND SWORN TO BEFORE
ME THIS ___ DAY OF _____ 199__.

NOTARY PUBLIC, IN AND FOR SAID
COUNTY AND STATE

AFFIDAVIT OF COMPLIANCE WITH N.R.S. 338.147

APPENDIX E

FEES FOR ADDITIONAL SERVICES

INDEX

Fees for Additional Services.....AS.1

HSA ARCHITECTS, INC.
HOURLY RATE SCHEDULE

JANUARY 1999

PRINCIPAL	\$ 150.00 PER HOUR
PROJECT MANAGER	\$ 90.00 PER HOUR
PROJECT ARCHITECT	\$ 80.00 PER HOUR
INTERMEDIATE DRAFTSMAN/DESIGNER	\$ 75.00 PER HOUR
CADD	\$ 60.00 PER HOUR
INTERIOR DESIGNER	\$ 50.00 PER HOUR
INSPECTOR	\$ 55.00 PER HOUR
CLERICAL	\$ 45.00 PER HOUR
HSA ARCHITECTS, INC. CONSULTANTS HOURLY RATES	+ 15 %

APPENDIX F

REQUIRED DRAWING AND SPECIFICATION SUBMITTALS

INDEX

Phase 1 - Pre-Design Phase Submittal.....	RS.1
Phase 2 - Site Analysis Phase Submittal.....	RS.1
Phase 3 - Schematic Design Phase Submittal.....	RS.1
Phase 4 - Design Development Report.....	RS.1 thru RS.7
Phase 5 - Construction Documents Phase Submittal.....	RS.7
Phase 6 - Bidding or Negotiations Services.....	RS.12
Phase 7 - Construction Contract Administration Services.....	RS.12
Phase 8 - Post Construction Services.....	RS.12
Phase 9 - Supplemental Services.....	RS.12

APPENDIX F

REQUIRED DRAWING AND SPECIFICATION SUBMITTALS LIST

PHASE 1 THRU PHASE 4 COMBINED AS ONE SUBMITTAL
REF. SECTION 4A1, PAGE 13 OF AGREEMENT.

PHASE 1 - PRE-DESIGN PHASE SERVICES

1. Program Report
2. Conceptual Designs

PHASE 2 - SITE ANALYSIS SERVICES

1. Boundary Survey
2. Topographical Survey
3. Flood Study Report
4. Soils Study Report

PHASE 3 - SCHEMATIC DESIGN SERVICES

Drawings and Format: Blueline prints, 24" x 36" or 30" x 42" sheets, titled, numbered, dated, with City's Bid Number, and in the order listed on the Cover Sheet.

Cover Sheet - Include the following information:

1. Project title/Phase of submittal.
2. Owner identification.
3. Approval signature block for a maximum of 10 signatures.
4. Sheet Index, including all sheets submitted and in their proper order.

Site Plan(s)

1. 1/8" = 1'-0" minimum scale, larger if practical.
2. Indicate building outlines, offsets, overhangs, entrances, etc.
3. Indicate area uses and known structures such as fences, walls, poles, lighting fixtures, shade structures, etc.
4. Indicate area surface treatments such as planters, grass areas, undeveloped areas, walks, drives, ramps, steps, etc.
5. Graphically illustrate landscaping elements and plant material.
6. Include typical, minimum, maximum, clearance, setback, overall, and other dimensions as appropriate.

APPENDIX F

PHASE 3 - SCHEMATIC DESIGN SERVICES (continued)

Floor Plan(s)

1. 1/8" = 1'-0" minimum scale, larger if practical. Use match lines if necessary.
2. Include, as a minimum, graphic symbols for:
 - a. Wall, window, and door types.
 - b. Floor offsets, slopes, and finish materials.
 - c. Built-in cabinetry, fixtures, and equipment.
 - d. Toilet room fixtures.
 - e. Suggested furniture layouts that support the programmed functions and occupancies.
3. Room tiles and size (use 0'-0" x 0'-0" format where practical and total square footage note for all other rooms).
4. Include overall building dimensions, user flow clearances (corridor and aisle widths, disabled clearances, etc.), typical dimensions for repetitive areas/items, and areas/items designed to minimum clearances.

Reflected Ceiling Plan(s)

1. Scale to be consistent with the "Floor Plan(s)".
2. Indicate all ceiling types and elements including conceptual layout for light fixtures, HVAC grilles, diffusers, access points, sprinklers, alarm sensors, etc.
3. Include, on this sheet, an explanation of all symbols used on this plan.
4. Identify all ceiling heights and soffits.
5. Identify all rooms by their title.
6. Identify concept for all ceiling materials, and finishes.

Roof Plan(s)

1. Scale as appropriate to show required details.
2. Identify the conceptual roofing system or systems to be used including any underlayments and ballasts for each system.

Exterior Building Elevations

1. Scale to be consistent with the "Floor Plan(s)".
2. Include appropriately titled views from the front, rear, right side, left side, and any other direction necessary to adequately illustrate the building's exterior details.
3. Vary the line weights and shade to simulate the true depth of the building.
4. Use symbols and notations to identify concept for finish materials, colors, equipment, etc.

APPENDIX F

PHASE 3 - SCHEMATIC DESIGN SERVICES (continued)

Exterior Building Elevations (continued)

5. Dimension distances from the finished floor to finished grade, top of parapet(s) and/or ridge and eaves typical window head heights, and any other dimensions that are not easily interpreted by a lay person.
6. Indicate outlines of any adjacent landscape as proposed and indicated on the "Landscape Plan(s)".

Building Sections

1. Appropriately scaled longitudinal and cross sections and any other sections to adequately illustrate any special conditions related to the basic building structure and volumes.
2. Identify areas contained in the sections by titles.
3. Dimension ceiling heights and any other items as appropriate.

Conceptual Wall Sections

1. $\frac{3}{4}" = 1'-0"$ minimum scale.
2. Indicate all proposed components of the wall construction and the connections to the foundation, floor(s), and roof.
3. Include typical sections of each main wall type and any unusual or special conditions.

Color and Finish Schedule Concept(s)

Schedule(s) to define finish and color of each material proposed as a finish material or treatment for each type including floors, ceilings, soffits, etc.

Structural Concept

Scale to be consistent with the architectural plans.

Mechanical Concept

Scale to be consistent with the architectural plans.

Plumbing and Fire Protection Concept

Scale to be consistent with the architectural plans.

Lighting Concept

Scale to be consistent with the architectural plans.

APPENDIX F

PHASE 3 - SCHEMATIC DESIGN SERVICES (continued)

Power Concept

Scale to be consistent with the architectural plans.

Communications, Fire Alarm, and Security Concept

Scale to be consistent with the architectural plans.

Specifications

FORMAT: 8-1/2" x 11", bound.

1. Cover Sheet.
2. Approval signature sheet for a maximum of 10 signatures.
3. Table of Contents - Indicate all CSI sections to be used.

Manufacturer Catalog Cuts (as appropriate)

FORMAT: 8-1/2" X 11", bound.

Project Cost Estimate

FORMAT: 8-1/2" X 11", bound.

1. Provide detailed cost estimate.
2. Design/Cost Analysis
 - a. Analyze Estimated Cost vs. Design Budget.
 - b. Address any concerns regarding cost overruns and specify the area(s) of concern.
 - c. Present alternatives to rectify cost overrun concerns, if any.

City Council Presentation Media

FORMAT: 24" x 36" or 30" x 42" presentation quality originals or reproductions, mounted on rigid foam core boards, matted.

1. Minimum two color perspective sketches of the project.
2. Colored Site Plan of the expansion area.
3. Site Plan of the entire expanded facility, graphically showing user, public, and service flows for pedestrian and vehicular traffic.
4. Building Floor Plans that meet or exceed the programmed functions. Color as appropriate.
5. Building Cross-Sections, showing the vertical and horizontal relationships, functions, and volumes of each building. Color as appropriate.

APPENDIX F

PHASE 4 - DESIGN DEVELOPMENT SERVICES

Drawings and Format: Blueline prints, 24" x 36" x 36" or 30" x 42" sheets, titled, numbered, dated, with City's Bid Number, and in the order listed on the Cover Sheet.

Cover Sheet - Include the following information:

1. Project title/Phase of submittal.
2. Owner identification.
3. City Council members' names and titles.
4. City Manager's name and title.
5. Appropriate Director (name and title).
6. Approval signature block for a maximum of 10 signatures.
7. Sheet Index, including all sheets submitted and in their proper order.
8. Project Location Map.
9. City Seal.

Architectural Site Plan(s)

1. Scale to be consistent with the Architectural Site Plan(s).
2. Indicate building outline, offsets, overhangs, entrances, etc.
3. Indicate all structures/fixtures such as fences, walls, poles, lighting fixtures, transformers, shade structures, fire hydrants, exercise equipment, etc. as applicable.
4. Indicate all area surface treatments such as planters, grass areas, undeveloped areas, walks, drives, ramps, steps, curbs, etc.
5. Include typical, minimum, maximum, setback, overall, and other dimensions as appropriate.

Landscape Site Plan(s)

1. Scale to be consistent with the Architectural Site Plan(s).
2. Indicate building outline, offsets, overhangs, entrances, etc.
3. Show all structures/fixtures contained within, encroaching upon, or otherwise affecting landscape areas.
4. Indicate plant material and container size, planting locations, and symbols differentiating the types of plant material. If practical, note plant types on the plan at the plant locations, otherwise, code the plants and include a plant list on this plan. Plant symbols are to be drawn to represent mature, design size wherever practical.
5. Indicate irrigation system including mains, laterals, valves, heads, clock locations, etc.

APPENDIX F

PHASE 4 - DESIGN DEVELOPMENT SERVICES (continued)

Floor Plan(s)

1. 1/8" = 1'-0" minimum scale, larger if practical. Use match lines if necessary.
2. Include, as a minimum, graphic symbols for:
 - a. Wall, window, and door types.
 - b. Floor offsets, slopes, and finish materials.
 - c. Built-in cabinetry, fixtures, and equipment.
 - d. Toilet room fixtures and accessories.
 - e. Suggested furniture layouts that support the programmed functions and occupancies.
 - f. Movable partitions and window coverings including stacking areas and draw directions.
 - g. Room wall identification for finish schedule coordination.
3. Room titles, numbers, and size (use 0'-0" x 0'-0" format where practical and total square footage note for all other rooms.
4. Dimension the following as a minimum:
 - a. Overall building dimensions.
 - b. Building offsets and angles.
 - c. Overall dimensions of major areas.
 - d. User flow clearances (corridor and isle widths, disabled clearances, etc.).
 - e. Typical dimensions for repetitive areas/items.
 - f. Areas/items designed to minimum clearances.

Detailed Plan(s)

1. Enlarged detailed plans are required for all areas where "Floor Plan(s)" scale is not adequate to illustrate/annotate required detail.
2. Scale to be at least double the "Floor Plan(s)" scale.
3. Provide additional information as space permits.

Reflected Ceiling Plan(s)

1. Scale to be consistent with the "Floor Plan(s)".
2. Indicate all ceiling types and elements including light fixtures, HVAC grilles and diffusers, sprinklers, alarm sensors, etc.
 - a. Exposed grid ceilings - Dimension all elements not centered in a grid. Dimension grid as necessary to show proper alignment within each space.
 - b. Other ceilings - Dimension all elements to define their specific locations and relationships to other elements.

APPENDIX F

PHASE 4 - DESIGN DEVELOPMENT SERVICES (continued)

Reflected Ceiling Plan(s) (continued)

3. Include, on this sheet, an explanation of all symbols used on this plan.
4. Identify all ceiling heights and soffits.
5. Identify all rooms by their title and room number.
6. Identify all ceiling materials, finishes, and colors.

Roof Plan(s)

1. Scale as appropriate to show required details.
2. Indicate all roof slopes, crickets, valleys, ridges, parapets, scuppers, and all other aspects of the roof that affect drainage including all slope requirements and directions.
3. Indicate all roof penetrations.
4. Indicate all equipment, ladders, walkways, and security components that affect the roof.
5. Specify the roofing system or systems to be used including any underlayments and ballasts for each system.
6. Include a minimum of one typical sectional detail for each roofing system to be used. The detail(s) should illustrate as many aspects of the entire system as is practical.

Exterior Building Elevations

1. Scale to be consistent with the "Floor Plan(s)".
2. Include appropriately titled views from the front, rear, right side, left side, and any other direction necessary to adequately illustrate the buildings' exterior details.
3. Vary the line weights and shade to simulate the true depth of the building.
4. Use symbols and notations to identify finish materials, colors, equipment, etc.
5. Dimension distances from the finished floor to finished grade, top of parapet(s) and/or ridge and eaves, typical and irregular window head heights, and any other dimensions that are not easily interpreted by a lay person.
6. Indicate locations of building sections and details as appropriate.
7. Indicate outlines of matured landscape as designed and indicated on the "Landscape Plan(s)".

APPENDIX F

PHASE 4 - DESIGN DEVELOPMENT SERVICES (continued)

Building Sections

1. Appropriately scaled longitudinal and cross sections and any other sections to adequately illustrate any special conditions related to the basic building structure and volumes.
2. Identify areas contained in the sections by titles and room numbers.
3. Dimension ceiling heights and any other items as appropriate.
4. Identify typical wall section detail locations and additional areas anticipated to require detailing and references on these sections.

Typical Wall Sections

1. $\frac{3}{4}" = 1'-0"$ minimum scale.
2. Indicate all components of the wall construction and the connections to the foundation, floor(s), and roof.
3. Include typical sections of each main wall type and any unusual or special conditions.

Color and Finish Schedule(s)

Schedule(s) to define grade, finish, color, manufacturer, and order number of each material to be used as a finish material or treatment for all exposed walls, floors, ceilings, soffits, etc.

Civil Drawings

1. Scale to be consistent with the Architectural Site Plan(s).
2. Indicate building(s) outline and location on the site.
3. Indicate all existing to remain, existing to be removed, and new utility services.
4. Indicate all work regarding site demolition, excavation, fill, grading, drainage, paving, and traffic amenities.

Structural Drawings

1. Include plans and details adequate to show the size and location of footings, slabs, bearing walls, columns, pilasters, rafters, beams, joists, etc.
2. Scale to be consistent with the architectural plans or larger if practical.

APPENDIX F

PHASE 4 - DESIGN DEVELOPMENT SERVICES (continued)

Mechanical Layouts

1. Include plans and details adequate to show the type(s) of mechanical system(s) and their integration into the building structure.
2. Scale to be consistent with the architectural plans.

Plumbing and Fire Protection Plan(s)

1. Include plans and details adequate to show the type(s) of system(s) and their integration into the building structure.
2. Scale to be consistent with the architectural plans.

Lighting Plan

1. Indicate light fixture locations, types, manufacturers, model numbers, power requirements, and switching.
2. Scale to be consistent with the architectural plans.

Power Plan

1. Indicate all power outlet locations, types, heights and voltages.
2. Scale to be consistent with the architectural plans.

Communications, Fire Alarm, and Security Plan(s)

1. Indicate all fixture, outlet, jack, and sensor locations and identify each as its system, type, manufacturer, model, and special features as appropriate.
2. Scale to be consistent with the architectural plans.

Specifications

FORMAT: 8-1/2" x 11", bound.

1. Cover Sheet.
2. Approval signature sheet for a maximum of 10 signatures.
3. Table of Contents - Indicate all CSI sections to be used.
4. Complete Division 1.
5. CSI Construction Sections
 - a. A "Work Included" category indicating items and/or performance included, for each Section, readable by lay persons as well as technical.
 - b. 59% complete Specialties, Mechanical, and Electrical Sections. Address the troublesome areas, leaving the standard areas for submission in the Construction Documents Phase.

APPENDIX F

PHASE 4 - DESIGN DEVELOPMENT SERVICES (continued)

Manufacturer Catalog Cuts

FORMAT: 8-1/2" x 11", bound.

1. Cover Sheet.
2. Light Fixtures, including available colors and finishes.
3. Plumbing Fixtures, including available colors and finishes.
4. Mechanical Equipment - Major items.
5. Specialty or Interior Equipment, including available colors and finishes.
6. Door and Cabinet Hardware, including available colors and finishes.

Project Cost Estimate

FORMAT: 8-1/2" X 11", BOUND.

1. Cover Sheet.
2. Estimate of Probable Construction Cost.
3. Design/Cost Analysis
 - a. Analyze Estimated Cost vs. Design Budget.
 - b. Address any concerns regarding cost overruns and specify the area(s) of concern.
 - c. Present alternatives to rectify cost overrun concerns, if any.

City Council Presentation Media

FORMAT: 24" x 36" or 30" x 42" presentation quality originals or reproductions, mounted on rigid foam core boards, matted.

1. Full color, true perspective, rendering of the project from a mutually agreed to view point (probably an aerial view).
2. Colored Site Plan of the expansion area.
3. Site Plan of the entire expanded facility, graphically showing user, public, and service flows for pedestrian and vehicular traffic.
4. Building Floor Plans, showing furniture layouts that meet or exceed the programmed functions. Color as appropriate.
5. Building Cross-Sections, showing the vertical and horizontal relationships, functions, and volumes of each building. Color as appropriate.
6. Color Boards, containing interior and exterior finish material samples arranged to illustrate the design relationships and coordination.

APPENDIX F

PHASE 5 - CONSTRUCTION DOCUMENTS SERVICES

NOTE: Submittal requirements are the same as Phase 4 - Design Development Services with the exception that all pertinent City comments are integrated, drawings and specifications are 100% complete. Additionally, manufacturer catalog cuts are not required.

PHASE 6 - BIDDING OR NEGOTIATIONS SERVICES

Requested/necessary technical addenda, bid tabulations, written recommendation on award.

PHASE 7 - CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

Meeting minutes, G-Series, AIA Documents, as required by City.

PHASE 8 - POST CONSTRUCTION SERVICES

As-built Drawings.

PHASE 9 - SUPPLEMENTAL SERVICES

See Appendix "B".

APPENDIX G

STANDARD FORMS

INDEX

N.R.S. 388.190

City of Las Vegas Professional Services Contract Payment Request

City of Las Vegas Construction Contract Payment Request

City of Las Vegas Contract Modification Form

THE FOLLOWING NEVADA REVISED STATUTE APPLIES TO BUILDINGS EXCEEDING 20,000 SQUARE FEET. THE ANALYSIS, IF REQUIRED, SHOULD BE PROVIDED BY THE ARCHITECT:

338.190 Analysis of certain public buildings to identify measures for conservation of energy and use of alternative types of energy.

1. Before it begins to construct or renovate any public building which is larger than 20,000 square feet, each agency of the state or a political subdivision, district, authority, board or public corporation of the state shall obtain a detailed analysis of the cost of operating and maintaining the building for its expected useful life.
2. The analysis must identify the measures for:
 - (a) Conservation of energy; and
 - (b) Use of types of energy which are alternatives to fossil fuels, such as active and passive applications of solar energy, wind and geothermal energy, which can be included in the building in its construction or renovation.
3. The agency of government which proposes to build or renovate a building must consider the results of the analysis required by this section in deciding upon the type of construction and the components and systems which will be included in the building.
4. This section applies to any public building or renovation of a public building, the designing of which begins on or after July 1, 1981. (Added to NRS by 1981, 147).

City of Las Vegas
Office of Architectural Services
FIELD ORDER #

date	[date]
to	[contractor name] [contractor address]
	att. [individual]
subject	[project/bid #]
copies	File:

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to the City immediately and before proceeding with the Work. If your proposal is found to be satisfactory and in proper order, this Field Order will in that event be superseded by a Change Order.

Description

attachments:

City of Las Vegas
Architectural Services
400 E. Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6535
Fax: (702) 382-3232
TDD: (702) 386-9108

Field Order issued by:

[name/title of author]

City of Las Vegas
Office of Architectural Services
REQUEST FOR PROPOSAL #

date [date]
to [contractor name]
[contractor address]
Att. [individual]
subject [project/bid #]
copies OAS File:

Contractor please submit with this form an itemized labor/material cost and time proposal for changes in the Contract Sum and/or Contract Time for the following proposed modification to the Contract. Receipt of your proposal is requested by: [date]

Modification Description

[describe request]. All other requirements of the Contract Documents remain unchanged. [Contractor shall submit shop drawings for final review prior to construction.]

attachments:

THIS IS NOT A CHANGE ORDER NOR A DIRECTIVE TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Signed _____
Project Manager/Architect

Date _____

PROPOSAL

In response to the above, the Contractor proposes to perform the changes described for an [increase] [decrease] in the Contract Sum in the amount of \$ _____ and an [increase] [decrease] in the Contract Time of _____ calendar days. A detailed breakdown of labor and material costs is attached hereto which includes all costs and time associated with the proposed change.

Signed _____
Contractor

Date _____

Owner
Remarks _____

City of Las Vegas
Architectural Services
400 E. Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6535
Fax: (702) 382-3232
TDD: (702) 386-9108

Owner's Project Representative Recommendation for Approval

by: _____

date _____

City of Las Vegas
Office of Architectural Services
NOTICE OF NON-CONFORMANCE #

date [date]
to [contractor name]
[contractor address]
Att. [individual]
subject [project/bid number]
copies OAS File:

You are hereby notified that initial inspection of the Work indicates the Work does not conform to the requirements of the Contract Documents in the following area:

It shall be the responsibility of the Contractor to determine the corrective action necessary and to determine whether they wish to discontinue operations until investigations confirm or refute the initial findings. **The Contractor shall submit a response to this Notice of Non-Conformance, within five calendar days**, stating the intended course of action and a defined schedule for implementation of corrective measures. Non-conforming work may be required to be removed and replaced at no cost to the Owner.

City of Las Vegas
Architectural Services
400 E. Stewart Avenue
Las Vegas, Nv. 89101
Phone: (702) 229-6535
Fax: (702) 382-3232
TDD: (702) 386-9108

Originator of Notice:

[name/title of originator]

CITY OF LAS VEGAS PROFESSIONAL SERVICES CONTRACT PAYMENT REQUEST



DEPARTMENT

CONTRACTOR:

PAYMENT NUMBER OF

PURCHASE ORDER NUMBER:

DATE: _____

CONTRACT DESCRIPTION: _____

TOTAL AMOUNT OF ORIGINAL CONTRACT.....\$ _____

APPROVED CONTRACT MODIFICATIONS.....\$ _____

TOTAL CONTRACT AMOUNT.....\$ _____

TOTAL PAID PREVIOUSLY.....\$ _____

AMOUNT OF THIS INVOICE.....\$ _____

TOTAL REMAINING ON CONTRACT AFTER THIS PAYMENT.....\$ _____

PERCENT OF CONTRACT PAID:

PERCENT OF WORK COMPLETED:

STATUS OF WORK PERFORMED:

FUND/ORG	ACCT	TASK	OPT	ACTV/WA	AMOUNT

DIVISION CHIEF/CONTRACT MANAGER: _____ DATE: _____

DEPARTMENT DIRECTOR: _____ DATE: _____

CITY OF LAS VEGAS CONSTRUCTION CONTRACT PAYMENT REQUEST



DEPARTMENT _____

PROJECT TITLE: _____
 CONTRACTOR: _____
 PAYMENT NUMBER _____
 WORKING DAY _____ OF _____
 PERIOD COVERED FOR THIS REQUEST: _____
 PURCHASE ORDER NUMBER: _____

PROJECT DESCRIPTION: _____

ORIGINAL CONTRACT AMOUNT\$ _____

APPROVED CONTRACT MODIFICATIONS — NO. _____ THRU NO. _____ \$ _____

TOTAL CONTRACT AMOUNT\$ _____

PERCENTAGE/TOTAL COMPLETE TO DATE _____ %\$ _____

LESS RETENTION _____ %\$ (_____)

SUBTOTAL\$ _____

LESS PREVIOUS PAYMENTS\$ (_____)

AMOUNT OF THIS REQUEST\$ _____

PERCENTAGE/TOTAL REMAINING ON CONTRACT

AFTER THIS REQUEST _____ %\$ _____

ORIGINATOR/PROJECT REPRESENTATIVE _____ EXT. _____

STATUS OF CONSTRUCTION:

NO	FUND/ORG	ACCT	TASK	OPT	ACTV/WA	AMOUNT

COMMENTS:

*RETENTION AMOUNT IS 10% OF THE "TOTAL COMPLETE TO DATE" AMOUNT UNTIL 50% OF THE "TOTAL CONTRACT AMOUNT" IS COMPLETED. THEREAFTER, NO ADDITIONAL RETENTION WILL BE WITHHELD PROVIDED THE CONTRACTOR PERFORMANCE IS ACCEPTABLE.

CONTRACTOR: _____ DATE: _____

CHIEF, CONSTRUCTION SERVICES: _____ DATE: _____

DIVISION CHIEF/CONTRACT MANAGER: _____ DATE: _____

DEPARTMENT DIRECTOR: _____ DATE: _____

CITY OF LAS VEGAS CONTRACT MODIFICATION

DATE: _____

BID# _____ PURCHASE ORDER #: _____ SUPPLEMENT #: _____ MODIFICATION #: _____

NAME AND ADDRESS OF CONTRACTOR: _____

CONTRACT DESCRIPTION: _____

DESCRIPTION AND REASON FOR MODIFICATION: _____

CONTRACT CONTINGENCY AMOUNT: \$ _____

REMAINING: \$ _____

PRICE OF THIS MODIFICATION (WRITTEN): _____

DOLLARS: \$ _____

TOTAL TIME EXTENSION FOR THIS MODIFICATION (WRITTEN): _____

DAYS: _____

ORIGINAL COMPLETION DATE: _____

NEW COMPLETION DATE: _____

PRICE OF ORIGINAL CONTRACT:\$

PRICE OF ALL PREVIOUS MODIFICATIONS:\$

(# _____ through _____)

PRICE OF THIS MODIFICATION:\$

PRICE OF CONTRACT (INCLUDING THIS MODIFICATION): . \$

ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS CONTRACT, INCLUDING PREVIOUS MODIFICATION(S), IF ANY, REMAIN THE SAME.

DEPARTMENT: _____ DIRECTOR APPROVAL:

DIRECTOR GENERAL SERVICES APPROVAL:

DEPUTY CITY MANAGER APPROVAL:

THE CITY OF LAS VEGAS AND THE CONTRACTOR NAMED ABOVE DO MUTUALLY AGREE TO THIS CONTRACT IN STRICT ACCORDANCE WITH THE TERMS AS STATED ABOVE. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MODIFICATION AS OF THE APPROVAL DATE OF THIS MODIFICATION.

APPROVED: _____

(NAME OF CONTRACTOR)

MAYOR _____

BY _____

DATE

(SIGNATURE)

(TITLE)

(DATE)

CITY MANAGER APPROVAL

ATTEST: _____

(CITY CLERK)

CHIEF, PURCHASING AND CONTRACTS DIVISION

APPENDIX H PROJECT STATEMENT

INDEX

Project Satement.....	S.1

PROJECT STATEMENT

This project consists of a 6,000 SF masonry and steel structure to house the Variety Care Facility. To placed on the existing site on the N E corner of Washington and D Street North the Existing Building. Project will consist of providing site evaluation, soils investigation, and Civil Engineering. Existing Topographical and Boundary Survey provided by the Owner.

CITY COUNCIL**MEETING OF****AGENDA DOCUMENTATION****February 22, 1999,**

TO:

City Council

FROM:

Sharon Segerblom, Director
Neighborhood Services Department

SUBJECT: Approval of loan documents for a \$70,000 Community Development Block Grant Revolving Loan Fund loan to Janis Carter dba On Time Productions, 1951 Stella Lake Street.

PURPOSE/BACKGROUND

This is a woman/minority owned business located within the Small Business Incubator in the Las Vegas Business Center.

The loan was approved by the Loan Review Committee for the CDBG/RLF on December 8, 1998 for a term of 10 years bearing interest at the rate of 5% per annum. Monthly loan payments will be \$1,060.66.

Loan proceeds will be expended as follows:

Equipment	\$50,000
Working Capital	\$20,000

The company provides show production services and personal training for would-be performing artists.

Applicant, Janis Carter, has been in the entertainment business for 20+ years. She formed On Time Productions in 1994.

Approval of this loan will result in the creation of 5 jobs, 51% of which will be held by persons of low/moderate income.

FISCAL IMPACT

Approval of this loan will reduce the Community Development Block Grant Revolving Loan Fund by \$70,000.

RECOMMENDATIONS

The City Manager recommends approval of the loan documents and authorization for the Mayor to sign the appropriate documents.

Agenda Item**45**

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement" herein) made and entered into this 11th day of March, 1999, by and among the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City"), and On Time Productions, a sole Nevada proprietorship, (hereinafter referred to as the "Borrower"),

WITNESSETH:

WHEREAS, the City has established a Community Development Block Grant Revolving Loan Fund (the "CDBG-RLF" herein) to assist businesses that have projects that are located within the City of Las Vegas by providing a portion of the costs of any such project that will ultimately create jobs and/or eliminate slum or blight conditions as a direct result of the City's economic development assistance; and

WHEREAS, the Borrower has requested a loan in the amount of \$70,000.00 from the CDBG-RLF, which is to be used for Equipment and Working Capital in connection with the entertainment business ("Borrower's business"); and

WHEREAS, the Borrower intends to hire at least 5 new employees during the first twelve (12) months in connection with its proposed business operation and requests this loan in order to retain the Borrower's business which will save 1 job;

NOW, THEREFORE, for and in consideration of the premises, of the mutual promises and agreements that are hereinafter contained and of other good and sufficient considerations, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, said parties do hereby agree as follows:

1. Contingent upon the Borrower's entering into binding agreements with the City, the City will loan to the Borrower, from the CDBG-RLF, the amount of Seventy Thousand and No/100th Dollars (\$70,000) ("Loan"), including a Seven Hundred and No/100th Dollars (\$700) loan origination fee, which shall be expended by the Borrower as follows:

• Loan Origination Fee	\$700
• Equipment	\$49,500
• Working Capital	\$19,800

The Borrower must first obtain the written approval by the City of each such expenditure before the same may be made.

2. As and for the security for the Loan that is provided for Paragraph 1 above, the Borrower will provide to the City a security interest in the collateral that is specified in Exhibit "A" attached hereto and by this reference made a part hereof ("Collateral"). Borrower agrees to

execute security agreements, financing statement, Deed of Trust and other necessary documents to perfect the City's interest in the Collateral. The form of the Security Agreement and Deed of Trust are attached hereto as Exhibits B-1 and B-2 respectively. The Borrower agrees that, unless the City's written consent therefor is first obtained, it will not transfer or use the Collateral as security for loans other than those identified herein and will otherwise keep said Collateral free from liens and other encumbrances.

3. The Loan shall be represented by the Note, the form of which is attached hereto as Exhibit "C", executed concurrently with the execution of this Agreement. Borrower shall repay to the City the Loan in one hundred twenty (120) equal monthly installments in the amount of Seven Hundred Forty Two Dollars and 46/100ths (\$742.46), including interest on the unpaid balance thereof at the rate of five percent (5%) per annum from the date of the execution of this Note.

4. The Borrower agrees that, beginning at the time of execution of this Agreement and continuing for a period of thirty-six months thereafter, Borrower will not pay to the principals of the Borrower, their successors and any managers of the business, combined salaries or compensation in excess of 480,000 per year, and that such salaries and compensation shall be subordinate to the Loan.

5. The Borrower may prepay all or any portion of the amount of the Loan and the Note at any time and from time to time; provided, however, that any payment shall be in an even multiple of Seven Hundred Forty Two and 46/100 (742.46) and shall be credited against the unpaid installments of the Loan in the inverse order of their respective due dates.

6. The Borrower hereby acknowledges that all of the funds that exist within the Loan Fund have been derived from the City's Community Development Block Grant Revolving Loan Fund and the Borrower therefore agrees to comply with all of the applicable regulations of the City and the United States Department of Housing and Urban Development ("HUD" herein) that relate to the expenditure of the community Development Block Grant Revolving Loan Fund. In this connection, the Borrower further acknowledges that one of the guidelines that is contained such regulations requires that such funds be expended in job-creating activities and therefore agrees to provide, within the first twelve (12) months after the execution of this Agreement for Five (5) new permanent new jobs and/or to be necessary to retain a business and its existing jobs and to retain a minimum of One (1) job, at least fifty-one percent (51%) of which shall be filled by persons of low to moderate incomes, determined in accordance with the regulations of HUD. The Borrower further agrees to provide to the city evidence of the creation and maintenance of such jobs upon the City's request.

7. Relocation - No loans will be granted to businesses located outside the City of Las Vegas. If Borrower moves Borrower's Business from the City of Las Vegas, the Loan will be called in default instantly and the entire balance will be due and payable immediately.

8. Flood Hazard Insurance - Borrower will be required to obtain and maintain flood hazard insurance if applicable.

9. Access for the Handicapped - If a construction project is financed by the CDBG/RLF, accessibility to the handicapped must be assured in compliance with the standards of 41 CFR, subpart 101-19.6.

10. Default - If payment is not received on the due date, or within ten days after the due date, there will be a late fee of five percent (5%) of the payment amount. If the borrower misses the second due date, the Loan may be immediately due and payable, and foreclosure proceedings will begin immediately. Moreover, the City will notify a local credit bureau that the Loan is sixty (60) days in arrears.

11. The Borrower agrees to provide to the City, at such times as the City or its designee may request, audit reports, financial statements and a business plan.

12. The City may terminate this Agreement and declare the Borrower to be in default thereunder should the Borrower breach any of the terms or conditions hereof, and may declare all of the remaining unpaid installments of principal and interest to be immediately due and payable. In the event of such acceleration, the city shall be entitled to pursue any legal or equitable, or both, remedy that may be available to it, including without limitation instituting collection action against the Borrower, proceeding against the Guarantor, or seizing and selling any or all of the Collateral that forms the security for the Loan, or any combination thereof.

13. The waiver by the City of any breach by the Borrower of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any of the other provisions hereof, and the City specifically reserves the right to pursue any of the remedies that are provided for in Paragraph 12 above against the Borrower, upon any subsequent breach.

14. This Agreement, and each of the provisions hereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused to be executed by their duly authorized representatives, this Agreement the day and year first above written.

CITY OF LAS VEGAS

APPROVED BY CITY COUNCIL

DATE 2/23/98

By Jan Layerty Jones
Jan Layerty Jones, Mayor

APPROVED AS TO FORM

J. Pontado 2/2/99

ATTEST:

By Barbara Jo Ronemus
BARBARA JO RONEMUS, City clerk

BORROWER

By Janis Carter
Janis Carter, Owner
1951 Stella Lake Drive, Suite 21
Las Vegas, NV 89106

"Exhibit A"

Security Agreement UCC-1 filed on equipment used at Borrower's business located at 1951 Stella Lake Drive, Suite 21, Las Vegas, NV.

Deed of Trust on Borrower's residence located at 3821 Marshall Circle, Las Vegas, NV.

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is made and entered into this 11th day of March, 1999, between ON TIME PRODUCTIONS, a sole Nevada proprietorship (hereinafter referred to as the "Borrower"), and CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City").

IN CONSIDERATION of the mutual covenants and promises set forth herein, Borrower and City agree:

ARTICLE I. CREATION OF A SECURITY INTEREST

Borrower hereby grants to City a security interest in the collateral described in Article II to secure the performance and payment of Borrower's Promissory Note (hereinafter referred to as "Note"), dated the ____ day of _____, 199__, in the amount of SEVENTY THOUSAND AND NO/100THS DOLLARS (\$70,000.00) and payable as to principal and interest as therein provided, all expenditures by City for taxes, insurance, repairs to and maintenance of the collateral and all costs and expenses incurred by City in the collection and enforcement of the Note and other indebtedness of Borrower to City at City's option; and all liabilities of Borrower to City now existing or hereafter incurred, matured or unmatured, direct or contingent, and any renewals and extensions thereof and substitutions therefor.

ARTICLE II. DESCRIPTION OF THE COLLATERAL

The collateral subject to this Security Agreement (hereinafter referred to as "collateral") is equipment to be used at Borrower's business.

ARTICLE III. OBLIGATIONS OF THE BORROWER

A. **Payment.** Borrower shall pay to City the sum evidenced by the above-mentioned Note, or any renewals or extensions thereof, executed pursuant to this Security Agreement in accordance with the terms of such Note, and any other obligations that now exist or may hereafter accrue from Borrower to City, including all future advances that may be made at the option of City as provided herein.

B. **Warranties.** Borrower warrants and covenants that:

1. Prior to the execution of this Security Agreement, Borrower or its authorized employees or representatives have inspected the collateral described herein and are satisfied that the collateral is in good working condition.

2. Collateral will be used or is to be used primarily in Borrower's business; however, the collateral is not to be purchased or held for lease or sale.

C. **Performance of Agreement.** Borrower shall perform all covenants and agreements set forth in this Security Agreement and any other agreement, note or instrument between Borrower and City.

ARTICLE IV. PROCEEDS OF COLLATERAL

Borrower hereby grants to City a security interest in and to all proceeds of collateral, as defined by NRS 104.9101, et seq.

ARTICLE V. FINANCING STATEMENT

At the request of the City, Borrower will join in executing, or will execute as appropriate, all necessary financing statements in a form satisfactory to City. Borrower will execute all other instruments deemed necessary by City and pay the cost of filing all such documents.

ARTICLE VI. LOCATION AND IDENTIFICATION OF COLLATERAL

Borrower will keep the collateral separate and identifiable at the address indicated below, and Borrower will not remove collateral from such address without written consent of the City.

Address: 1951 Stella Lake Drive, Suite 21
Las Vegas, Nevada 89106

ARTICLE VII. ALIENATION OF COLLATERAL

Except as provided in Article XVI, Borrower will not, without the written consent of the City, sell, contract to sell, lease, encumber or otherwise dispose of the collateral or any interest therein until this Security Agreement and all its debts secured thereby have been fully satisfied. Nothing in this provision shall prohibit the Borrower from replacing or changing outmoded or broken equipment.

ARTICLE VIII. INSURANCE

Borrower shall insure collateral with companies acceptable to City against such casualties and in such amounts as City shall require and in an amount equal to the then existing outstanding indebtedness. The insurance shall be for the benefit of Borrower and City as their interest may appear. Borrower is hereby authorized to collect from the insurance company any amount that may become due under any such insurance policy and may use said proceeds to replace collateral covered by such insurance.

City may require that it be named as loss payee under any policy of insurance if City deems that the collateral which is the subject of this Security Agreement is of a type or nature which

is subject to rapid loss or destruction. Such determination shall be in the sole discretion of the City, and Borrower shall reasonably comply with City's request.

ARTICLE IX. TAXES AND ASSESSMENTS

Borrower shall pay promptly when due all taxes and assessments levied on collateral or on its use and operation.

ARTICLE X. PROTECTION OF COLLATERAL

Borrower shall keep collateral in good order and repair. Borrower shall not waste or destroy collateral or any part thereof; and Borrower shall not use collateral in violation of any statute or ordinance. City shall have the right to examine and inspect collateral at any reasonable time.

ARTICLE XI. REIMBURSEMENT OF EXPENSES

City may, at its option and at any time, discharge taxes, liens or interest on collateral, perform or cause to be performed for and on behalf of Borrower any action and/or conditions, obligations or covenants that Borrower has failed or refused to perform, or pay for repair, maintenance and preservation of collateral. All sums so expended shall bear interest from the date of payment at the rate of eight percent (8%) per annum, shall be paid at the place designated in the above-mentioned Note and shall be secured by this Security Agreement.

ARTICLE XII. TIME OF PERFORMANCE

When performing any act under this Security Agreement and the Note secured thereby, time shall be of the essence.

ARTICLE XIII. WAIVER

Failure of City to exercise any right or remedy, including, but not limited to, the acceptance of partial or delinquent payments, shall not be a waiver of any obligation of Borrower or right of City or constitute a waiver of any other similar right subsequently occurring.

ARTICLE XIV. DEFAULT

If Borrower fails to pay when due any amount payable on the above-mentioned Note or any other indebtedness of Borrower secured hereby, or shall fail to observe or perform any of the provisions of this Security Agreement, Borrower shall be in default.

Borrower shall also be in default if Borrower does not observe or perform any covenant or agreement herein set forth, or set forth in any agreement, note or instrument heretofore, now or hereafter executed by Borrower in favor of City.

Any representation, warranty, certificate, schedule or other information made or furnished by Borrower to City herein, or pursuant hereto, which is or shall be untrue or materially misleading shall also constitute an event of default.

ARTICLE XV. REMEDIES

On any default, and at any time thereafter:

A. City may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all rights and remedies provided NRS 104.9101, et seq., as well as any and all other rights and remedies possessed by City.

B. City shall have the right to remove collateral from Borrower's premises. City may require Borrower to assemble collateral and make it available to City at any place to be designated by City that is reasonable and convenient to both parties. For purposes of removal and possession of collateral, City or its representatives may enter the premises of the Borrower without legal process, and Borrower hereby waives and releases City of and from any and all claims in connection therewith or arising therefrom.

ARTICLE XVI. GOVERNING LAW

A. This Security Agreement shall be construed according to NRS 104.9101, et seq., and other applicable laws of the State of Nevada, and all obligations of the parties created hereunder are to be performed in accordance with the laws of the State of Nevada.

B. All terms used herein are defined in NRS 104.9101, et seq., and shall have the same meaning herein as therein defined.

ARTICLE XVII. ATTORNEY'S FEES

In case suit shall be brought to enforce any provision of this Security Agreement, or for the recovery of any amount owed to City as a result of this Security Agreement, or for Borrower's

...

...

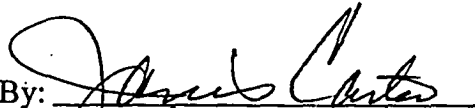
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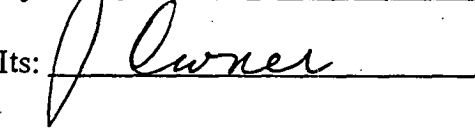
breach of any provision of this Security Agreement, Borrower agrees to pay City reasonable attorney's fees and all costs associated with the prosecution of City's suit against Borrower.

IN WITNESS WHEREOF, the parties have executed this Security Agreement at Las Vegas, Nevada, the day and year first above written.

"BORROWER"

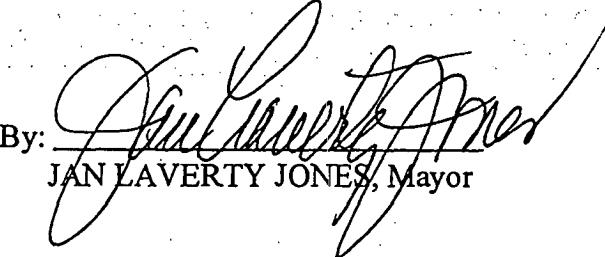
ON TIME PRODUCTIONS
a Nevada sole proprietorship

By: 

Its: 

"CITY"

CITY OF LAS VEGAS

By: 

JAN LAVERTY JONES, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Date

EXHIBIT "C"

PROMISSORY NOTE

\$70,000

Las Vegas, NV
March 11, 1999

FOR VALUE RECEIVED, the undersigned, ON TIME PRODUCTIONS, a Nevada sole proprietorship, the principal address of which is 1951 Stella Lake Drive, Las Vegas, Nevada 89101 (the "Borrower" herein), promises to pay to the CITY OF LAS VEGAS (the "City" herein), at 400 East Stewart Avenue, Las Vegas, Nevada 89101, the sum of Seventy Thousand and 00/100th Dollars (\$70,000) with interest thereon from the date hereof at the rate of Five percent (5%) per annum, in One Hundred Twenty (120) equal monthly installments in the amount of Seven Hundred Forty Two and 46/100ths Dollars (\$742.46), commencing on the 15th day of September, 1999 and continuing thereafter, on the same day of each and every month, until the 15th day of August, 2009 when the entire principal sum hereof then unpaid, together with all accrued interest thereon, shall be due and payable.

In the event of a default in the payment of any of the installments, as the same are herein above provided, time being of the essence, the City may, without notice of demand, declare the entire principal sum then unpaid, together with all accrued interest thereon, immediately due and payable.

The Borrower has executed a Loan Agreement of even date herewith between the City, Borrower, and Guarantor, Janis Carter ("Loan Agreement"), and the terms of the Loan Agreement hereby incorporated as a part of this Note. Borrower agrees that all terms and obligations of the Borrower are hereby incorporated as an obligation of Borrower under this

Note. If Borrower is in default of the Loan Agreement, the City may exercise any and all remedies, legal or equitable, to satisfy Borrower's obligations hereunder.

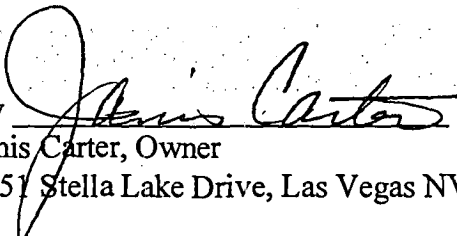
The Borrower, and each endorser and guarantor, hereby expressly waives presentment, demand of payment, notice of nonpayment, protest, notice of protest and all exemptions. If the payment of this promissory Note or any installment thereof, is not made when the same is due, and the commencement of a suit becomes necessary for any reason to enforce the payment hereof, the Borrower agrees to pay all of the cost of collection, including without limitation reasonable attorney's fees and court costs, that the City may incur in connection with the collection hereof.

This Promissory Note is secured by a certain Deed of Trust, Security Agreement, financing statement and other security instruments of even date herewith or to be executed by Borrower and is subject to the terms and conditions of that Loan Agreement.

IN WITNESS WHEREOF, the Borrower has caused this Promissory Note to be executed by its duly authorized officers this 11 day of March, 1999.

ON TIME PRODUCTIONS

By


Janis Carter, Owner

1951 Stella Lake Drive, Las Vegas NV 89101

DEED OF TRUST

THIS DEED OF TRUST, made this _____ day of _____, 19 _____
 between JANIS ADRIENNE CARTER (hereinafter called GRANTOR or TRUSTOR),
 whose mailing address is 3821 MARSHALL CIRCLE, LAS VEGAS, NEVADA 89108
 and CITY OF LAS VEGAS (hereinafter called Trustee),
 and CITY OF LAS VEGAS (hereinafter called BENEFICIARY).

WITNESSETH: That WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of SEVENTY THOUSAND AND no/100----- DOLLARS (\$ 70,000.00) and has agreed to repay the same, with interest, to Beneficiary in lawful money of the United States according to the terms of a promissory note of even date herewith, executed and delivered therefor by Trustor;

NOW, THEREFORE, for the purpose of securing each agreement of the Trustor herein contained including payment of the said promissory note and of any money with interest thereon that may be advanced by or otherwise become due to Trustee or Beneficiary under the provisions hereof and for the purpose of securing payment of such additional sums as may be hereafter be advanced for the account of Trustor by Beneficiary with interest thereon.

TRUSTOR irrevocably GRANTS AND TRANSFERS TO TRUSTEE, in TRUST WITH POWER OF SALE, all that property in CLARK COUNTY County Nevada described as: (Set forth legal description and commonly known street address, if known)

LOT 39 IN BLOCK 1 OF ROSEWOOD ESTATES, UNIT #1 AS SHOWN BY MAP THEREOF ON FILE IN BOOK 27 OF PLATS, PAGE 90 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ASSESSORS PARCEL NO. 138-10-512-039

TOGETHER WITH all appurtenances in which Trustee has any interest, including water rights benefitting said realty whether represented by shares of a company or otherwise; and

TRUSTOR ALSO ASSIGNS to Beneficiary all rents, issues and profits of said realty, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default, authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

TO HAVE AND TO HOLD said property upon and subject to the trusts and agreements herein set forth and incorporated herein by reference. The following covenants Nos. 1,2,3,4,5,6,7,8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust, EXCEPT ONLY that the amounts agreed upon by the parties to this instrument with respect to covenants Nos. 2,4 and 7 incorporated by reference of such trusts and agreements is respectively as follows: Covenant No.2 \$ _____; Covenant No. 4, _____%; Covenant No. 7 _____%. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Deed of Trust.

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

IN WITNESS WHEREOF, Grantor has executed this instrument.

In Witness Whereof, I/We have hereunto set my hand/our hands this 21st day of July, 1999

(Signature)

(Signature)

(Print or type name here)

(Print or type name here)

STATE OF NEVADA

COUNTY OF Clark

On this 21 day of July, 1999
 personally appeared before me, a Notary Public

JANIS A. CARTER

personally known to me to be the person(s) whose name(s) is subscribed to the above instrument who acknowledged that _____ he _____ executed the instrument

Witness my hand and official seal

(Notary Public)



KIM A. BARRERA

Notary Public - Nevada

No. 90-50021-1

My appt. exp. Nov. 25, 2002

(Notary Seal)

RECORDING REQUESTED BY AND MAIL TO

NAME BEVERLY BRIDGES
 ADDRESS CITY OF LAS VEGAS, CITY CLERK'S OFFICE
 ADDRESS (NS - Les Baker)
 CITY/ST/ZIP 400 E. STEWART AVENUE, 1ST FLOOR
 LAS VEGAS, NV 89101
 If applicable mail tax statements to

NAME
 ADDRESS
 CITY/ST/ZIP

SPACE BELOW THIS LINE FOR RECORDERS USE ONLY

CLARK COUNTY, NEVADA
 JUDITH A. VANDEVER, RECORDER
 RECORDED AT REQUEST OF:

LAS VEGAS CITY

07-22-1999 13:54 TML

OFFICIAL RECORDS

BOOK: 990722 INST: 00566

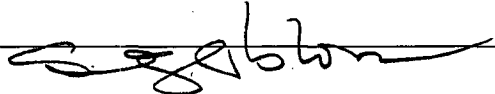
FEE: .00 RPTT: .00

CITY COUNCILMEETING OF
DATE**AGENDA DOCUMENTATION**

TO:

City Council

FROM:


SHARON SEGERBLOM, DIRECTOR
NEIGHBORHOOD SERVICES DEPARTMENT

SUBJECT:

Approval of an award not to exceed \$50,000 to Board of Regents, University and Community College System of Nevada, on behalf of the University of Nevada, Las Vegas for conducting a homeless demographic study.

PURPOSE/BACKGROUND

In conjunction with the County of Clark, the City of North Las Vegas, and the City of Henderson, the City of Las Vegas has facilitated the Las Vegas Valley "Continuum of Care" strategy which is submitted to the Department of Housing and Urban Development (HUD) annually as part of a discretionary SHP (Supportive Housing Program) grant application. The Las Vegas Valley, comprising the entities of the City of Las Vegas, Clark County, North Las Vegas, and Henderson, has not conducted a demographic analysis of its homeless residents since 1992. Without a statistically valid survey, HUD is required to assume that a geographic area's homeless population is equivalent to 1/2 of one percent of the area's general population. Such an assumption severely undercounts the local homeless population and therefore results in a less competitive SHP grant application.

The City has received a qualified proposal from the UNLV Department of Sociology for the completion of a comprehensive demographic study which will be remitted in four phases: (1) a "point-in-time" survey to obtain an unduplicated count; (2) an ethnographic analysis to provide trends in the homeless population; (3) a second, smaller survey to provide extensive demographics on the homeless population; and (4) a final report indicating the study's findings and recommendations for improved coordination and delivery of homeless services. The cost for the study shall be an amount not to exceed \$45,857, plus a time incentive of \$4,143, for a total amount not to exceed \$50,000.00.

At the recommendation of HUD, the City has requested a \$20,000 contribution from the County of Clark, a \$5,000 contribution from the City of Henderson, and a \$5,000 contribution from the City of North Las Vegas. If these requests are approved, the City would be contributing an amount not to exceed of \$20,000, and the City would serve as the fiscal agent in order to expedite payments to UNLV.

The State Demographer, Dean Judson, will be approving the survey instrument and methodologies employed by UNLV. In addition, the U.S. Census Bureau will review the survey instrument and methodologies prior to the completion of the study. As a result, the completed study will be considered statistically valid when planning homeless service delivery as well as when applying for HUD SHP funding via the Continuum of Care strategy.

Completion of the homeless demographic survey is also needed for the submission of the Urban County Consortium's HUD Consolidated Plan for Fiscal Year 2000-2005.

The State Demographer, Dean Judson, will be approving the survey instrument and methodologies employed by UNLV. In addition, the U.S. Census Bureau will review the survey instrument and methodologies prior to the completion of the study. As a result, the completed study will be considered statically valid when planning homeless service delivery as well as when applying for HUD funding via the Continuum of Care strategy.

FISCAL IMPACT

Fiscal Year 1998-1999 Community Development Block Grant funds in an amount not to exceed \$50,000.00.

RECOMMENDATIONS

It is the recommendation of the City Manager's Office that the action be approved as stated herein.

Agenda Item

46

INTERLOCAL AGREEMENT TO CONDUCT A HOMELESS DEMOGRAPHIC STUDY

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this 22nd day of February, 1999, by and between the incorporated City of Las Vegas, a municipal corporation of the State of Nevada, hereinafter referred to as "City"; and the Board of Regents, University and Community College System of Nevada, on behalf of the University of Nevada, Las Vegas, hereinafter referred to as "UNLV".

WITNESSETH:

WHEREAS, the City desires to enter into an agreement to have a homeless demographic study (hereinafter referred to as "The Study") conducted to better determine where and how services and assistance could best be utilized to serve that segment of the population; and

WHEREAS, pursuant to 24 CFR Part 570.205, the City of Las Vegas desires to use its Community Development Block Grant (CDBG) Program funds for The Study;

WHEREAS, UNLV has indicated it possesses the staff, requisite specialized knowledge, skill, experience, and desire to conduct a homeless demographic study.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

I. SCOPE OF SERVICES

1. The purpose of the Agreement is to set forth the terms upon which UNLV will provide the City with the services it has requested which is generally described as a homeless demographic study. UNLV agrees to perform such services and in performing The Study UNLV will provide its technical knowledge, skills and expertise to perform the Deliverables as set forth in Exhibit "A", Statement of Work. Exhibit "A" fully describes how the survey is to be conducted including first deliverable date, ethnographic analyses, a secondary survey to be utilized for demographic forecasting, and a final report.

2. Project management, including planning, staffing (professional staff, senior staff, graduate students, and any other staff deemed necessary to accomplish the Study as required by the Statement of Work) professional quality, technical accuracy, timely completion and coordination of all services provided by UNLV, its subcontractors and consultants. and UNLV's principals, officers, employees, and agents (collectively, the "Staff") under this Agreement will be the sole responsibility of UNLV. In performing the work specified in this Agreement, UNLV shall follow practices consistent with generally accepted professional and technical standards.

3. UNLV assumes full responsibility and accountability that its work product will be technically sound within the generally accepted standards of the State Demographer. At the discretion of the City, UNLV shall, without additional compensation, correct or revise each Deliverable, whether in whole or in part, not in conformance with the requirements of this Agreement as stipulated in the Implementation Schedule (Exhibit "C") within ninety (90) days of the City's notification of such error or revision needed for conformance.

4. The City's review, approval, acceptance or payment for any of UNLV's services herein shall not be construed to operate as a waiver of any rights under this Agreement.

5. The City agrees to provide UNLV with all the necessary information to conduct The Study, including the most current McKinney Act definition pursuant to 42 U.S.C.A. § 11302, the perimeter of the survey, and the determination of location disclosure definition.

6. UNLV agrees to provide the survey instrument, along with a description of the anticipated methodologies for conducting The Study, to the State Demographer for approval and certification prior to commencing The Study. Also, UNLV consents that its Project Manager, as hereinafter defined, and Staff will cooperate with the City in the performance of services under this Agreement and will be available for consultation with the City at such reasonable times with advance notice as to not conflict with their other responsibilities.

7. No later than ten days from the date of this Agreement, UNLV agrees to submit an Implementation Schedule which will set forth when each item denoted in the Statement of Work will be implemented, completed, and delivered to the City. The Implementation Schedule will be appended to this Agreement as Exhibit "C."

8. UNLV has requested financial support of the City to enable UNLV to provide the services contemplated herein. The City shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by UNLV, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for CDBG funding.

II. DURATION, TERMINATION OF AGREEMENT

This Agreement shall commence effective the date the Agreement is approved by the City Council of the City of Las Vegas. It remains in force until August 31, 1999 (herein referred to as the "Expiration Date), unless UNLV completes the required services prior to the Expiration Date. Any extension of the terms of the Agreement must be agreed to by both parties. By written notice via certified U.S. mail, postage prepaid and addressed to the other at the provided location, either party may terminate this Agreement in whole or part, without cause. Termination of this Agreement shall be as of the date that such notice is received by UNLV or by the City unless otherwise specified in the notice. If termination is by the City, upon receipt of such notice by UNLV, UNLV shall:

1. Immediately discontinue the performance of any further services (unless the notice directs otherwise).

2. Deliver all data, drawings, specifications, reports, estimates, summaries and other information and material as may have been prepared or developed by UNLV, whether completed or in progress, to the City.

3. Submit a final invoice within thirty (30) days of termination. The City shall pay UNLV's costs incurred up to the effective date of termination. UNLV shall deliver or otherwise make available to the City all deliverables up to the date of termination. The right of termination by the City provided for under the Section is in addition to, and not in lieu of, any other rights and remedies provided by law or under other sections of this Agreement.

III. DESIGNATION OF PROJECT MANAGER

UNLV shall designate Frederick W. Preston, Ph.D., as Project Manager to manage the project as designated in Section I entitled, "Scope of Services." A list of UNLV's associates and employees identified as "Key Personnel" who will be assisting Dr. Preston will be attached to Exhibit "C". All of the services specified by this Agreement shall be performed by the Project Manager or the Key Personnel to be identified who will work under the supervision of the Project Manager.

IV. CHANGES TO SCOPE OF SERVICES

1. The City may at any time, by written order, make changes to the Statement of Work or to the Deliverables contained therein. If such changes cause an increase or decrease in UNLV's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Any claim of UNLV under this clause must be asserted in writing within thirty (30) days from the date of receipt of written notification of change by UNLV unless the City grants, in writing, a further period of time prior to the date of final payment under this Agreement.

2. Services due to a change in scope for which additional compensation will be charged by UNLV shall not be furnished without the prior written authorization by the City.

V. INSPECTION OF SERVICES AND ACCEPTANCE

The City reserves the right to inspect each and every part of the services provided by UNLV under this Agreement, as it may see fit.

VI. COMPENSATION

1. For the services provided under this Agreement, the City agrees to compensate UNLV upon the basis of the completion of certain services as more specifically set forth in Exhibit "B", Compensation, in the amount of Fifty Thousand dollars and no cents (\$50,000.00).

2. UNLV shall submit an invoice for payment of the services rendered for the designated incremental periods wherein certain Deliverables of the Statement of Work are completed. At minimum, the invoice shall specify the date of the invoice, UNLV's invoice number, ~~the reimbursable cost being invoiced,~~ specification of the deliverables, invoice total,

year-to-date invoice/payment history, and the total amount due as of the invoice date. Invoices shall be submitted in the four increments specified in Exhibit "B".

Payment due to UNLV for services rendered under this Agreement shall not exceed Fifty Thousand dollars and no cents (\$50,000.00). The City shall have thirty (30) days to verify and pay the invoice.

VII. SUBCONTRACTS

Provided prior approval has been given by the City, UNLV may retain various subcontractors to assist in the performance of the Project Tasks and Deliverables set forth in Exhibit "C", Implementation Schedule. The compensation to be paid to a retained subcontractor shall be the sole responsibility of UNLV and shall not entitle the payment of any additional compensation under this Agreement. The subcontractors' performance of the Statement of Work deliverables shall be subject to the same right of review and approval by the City as set forth in Section V.

VIII. DISPUTES

1. If the City and UNLV cannot agree as to the quality or acceptability of the services performed hereunder, or whether there is a change in the services and/or the compensation required under this Agreement, the City or UNLV may promptly give to the other a written notice thereof. A written response shall be given within ten (10) days thereafter. The City and UNLV shall prepare a memorandum which supports their positions and file the same with the City Council and the UCCSN Board of Regents.

2. UNLV's memorandum shall include any possible claims against the City, including the amount of compensation requested. Thereafter, the City Council shall, with reasonable diligence, determine the quality or acceptability of the services or whether a change in the services is required, and/or the compensation payable to UNLV.

IX. CONFLICTS OF INTEREST

No board member, officer or employee of the City or its designees or agents, nor any board member, officer, or employee of UNLV or its designees or agents, and no other public official who exercises any functions or responsibilities with respect to any requested provisions of this Agreement, shall be permitted to financially or professionally benefit from this Agreement or have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.

X. NOTIFICATIONS

All notices hereunder and communications regarding interpretation of the terms of this Agreement, or changes thereto, shall be effected by mailing the notice, registered or certified mail, return receipt requested, postage prepaid and address to the City or UNLV as follows:

CITY: Ms. Sharon Segerblom, Director
Neighborhood Services Department
City of Las Vegas
400 E. Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

UNLV:

Regarding work performed:
Frederick W. Preston, Ph.D.
Department of Sociology, UNLV
4505 Maryland Parkway
Box 451049
Las Vegas, NV 89154-1049

Regarding contractual matters:
William E. Schulze, Ed.D.
Office of Sponsored Programs, UNLV
4505 Maryland Parkway
Box 451037
Las Vegas, NV 89154-1037

XI. DELIVERABLES

1. The Deliverables, whether finished, unfinished, or draft, developed, prepared, completed or acquired by UNLV during the performance of services for which it has been compensated shall become the property of the City and shall be delivered to the City's representative upon completion or termination of this Agreement, whichever occurs first.

2. All Deliverables prepared by UNLV shall be reviewed and approved by the City as to compliance with the requirements of this Agreement. The City's approval of a Deliverable shall not be unreasonably withheld.

3. The City's review and tentative acceptance of a Deliverable shall be solely for the purpose of determining compliance with requirements hereof and not for format or style or for the incorporation of additional ideas and functionality. Tentative acceptance shall be granted if the Deliverable conforms in all material respects to the descriptions set forth in Exhibit "C", Implementation Schedule, and this Agreement. In the event of the rejection of a Deliverable, the City shall identify in reasonable detail, with specific references to the requirements of this Agreement, all deficiencies which require corrective actions or changes to be made by UNLV in order to make the Deliverable conform to the requirements of this Agreement.

XII. OWNERSHIP OF MATERIAL AND DOCUMENTS

All final reports and other materials prepared by UNLV for the City shall be the property of the City. However, all work papers and other source materials shall be the property of UNLV. UNLV shall deliver such materials to the City in accordance with the terms and conditions of this Agreement. UNLV reserves the right to retain copies of such deliverables for research and educational purposes. The City shall not, without UNLV's written consent, associate the name "UNLV" or direct affiliates thereof, with the Study if a subsequent change is made in such report/product after submission to the City.

XIII. INDEMNIFICATION

To the extent authorized by law, the City and UNLV agree to indemnify and hold one another harmless from any loss, damage, liability, cost, or expense to the person or property of another which was caused by the negligence of either party, its officers, employees, and agents under this agreement.

XIV. LIABILITY INSURANCE

As a state-supported institution of higher education, the University of Nevada, Las Vegas, is a self-insured agency of the State of Nevada. UNLV certifies that, as a state-supported institution of higher education, it is a self-insured entity, and that, with respect to workers' compensation, the University is qualified pursuant to statutory authority. Requirements and claims are handled in accordance with Nevada Revised Statutes, Chapter 41.

XV. RECORD RETENTION AND INSPECTION

UNLV agrees that the City or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records and proprietary data (hereinafter referred to as "records") created or maintained by UNLV for this Agreement. UNLV must keep and maintain records for no less than five years after expiration or termination of this Agreement unless written permission for the City is obtained to dispose of material prior to this time.

At any time during the term of this Agreement, or at any time within three years after the expiration or termination of this Agreement, the City or an authorized representative may conduct an audit of UNLV regarding the services provided to the City and if such audit finds the City's dollar liability for such services is to be less than payments made by the City to UNLV then UNLV agrees that the difference shall be either: (1) repaid immediately by UNLV to the City by cash payment or (2) at the City's option, credited against any future payments to UNLV.

XVI. FEDERAL REGULATIONS

UNLV, as a Subrecipient of CDBG funds, agrees to comply with the following:

1. Program income. Pursuant to 24 CFR §570.500, at the end of the program year, the City at its entire discretion may require remittance of all or part of any program income balances (including investments thereof) held by UNLV.

2. Uniform administrative requirements. UNLV shall comply with applicable uniform administrative requirements, as described in 24 CFR §570.502. This Agreement is subject to the requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O". This

Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Prior to July 1, 1997, the A-133 was applicable to grant recipients who had received \$25,000 per year in federal funds for two consecutive years. Effective July 1, 1997, the Office of Management and Budget requires that grant recipients who receive \$300,000 in federal funds for two consecutive years conduct an A-133 audit. In order to ensure Program compliance to the greatest extent feasible, the City has established a policy, effective July 1, 1997, which requires a Subrecipient of CDBG funds receiving annual federal funding of \$50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient must submit the audited financial statement no later than six (6) months after the conclusion of the second program year of federal funding.

4. Equal Opportunity. UNLV shall comply with all provisions of Title VI of the Civil Rights Act of 1964, as amended, and with all rules, regulations and relevant orders of the Secretary of Labor regarding discrimination.

5. Other program requirements. UNLV shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of 24 CFR Part 570, except that: UNLV does not assume the recipient's environmental responsibilities described at 24 CFR §570.604, and UNLV does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

6. Suspension and termination. In accordance with 24 CFR §85.43, the City may suspend or terminate this Agreement if UNLV materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR Part 85.44.

7. Reversion of assets. Upon the expiration of the agreement, UNLV shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under UNLV's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to UNLV in the form of a loan) in excess of \$25,000 must be either:

- a) Used to meet one of the national objectives in 24 CFR §570.208 (formerly Part 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the City; or
- b) Not used in accordance with paragraph (b)(8)(i) of 24 CFR §570.208, in which event UNLV shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in paragraph (b)(8)(i) of 24 CFR §570.208.)

XVII. MISCELLANEOUS

1. Waiver. Any waiver of a breach of this Agreement by a party, whether express or implied, shall not constitute a waiver of any other or subsequent breach.

2. Attorney Fees. In the event of any litigation in any way arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party its costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation subject to the fiscal funding out clause.

3. Applicable Law. UNLV agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. This Agreement shall be construed, interpreted and the rights of the parties determined, in accordance with the laws of the State of Nevada..

4. Meaning of Article and Section Headings. The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

5. Release of News Information. No news release, including photographs, public announcements or confirmation of same, or any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of both parties.

6. Severability. A determination that any part of this Agreement is invalid shall not invalidate or impair the force of the remainder of this Agreement.

7. Effective Date. The effective date of this Agreement shall be the date that the City Council approves the execution hereof, and such date shall be inserted in the first paragraph of this Agreement.

8. Entire Agreement. This Agreement and any exhibits or documents incorporated herein by reference, constitutes the complete and entire Agreement between the parties and shall also include those provisions and revisions set forth and agreed to in discussion.

...

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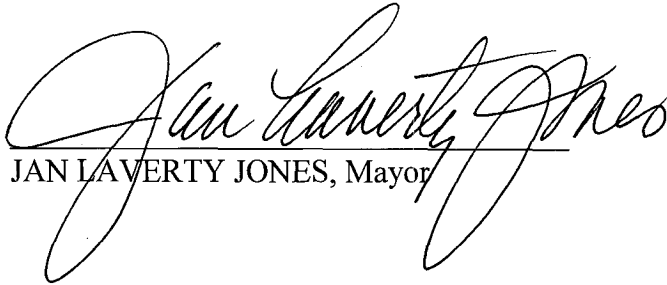
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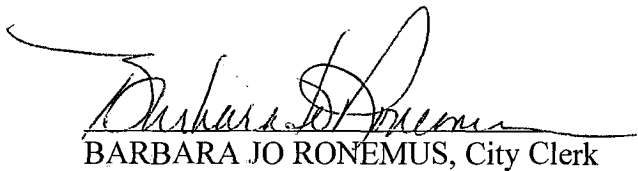
IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed by their duly authorized officers. Signatory approval by an entity to this Agreement represents a legal obligation by the parties herein identified to abide by the above provisions.

PASSED, ADOPTED, AND APPROVED this 22nd day of February, 1999.

CITY OF LAS VEGAS


JAN LAVERTY JONES, Mayor

ATTEST:

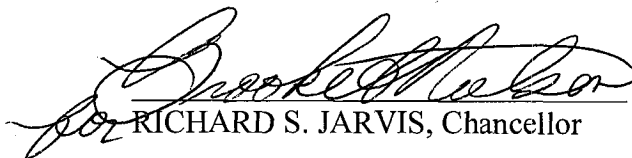

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:
J. Pombello 5/4/99
Date

PASSED, ADOPTED, AND APPROVED this 22nd day of February, 1999.

BOARD OF REGENTS

University and Community College System of Nevada, on
behalf of the University of Nevada, Las Vegas


for RICHARD S. JARVIS, Chancellor

ATTEST:

APPROVED AS TO FORM:

Date

EXHIBIT "A"*HOMELESS DEMOGRAPHIC SURVEY
STATEMENT OF WORK*

1. The survey shall take into consideration the federal definition of the term "homeless" when conducting the survey. According to the Department of Housing and Urban Development, a "homeless person" is defined as "a person sleeping in a place not meant for human habitation or in an emergency shelter; a person in transitional or supportive housing for homeless persons who originally came from the street or an emergency shelter."
2. The survey shall identify a "point-in-time" count of the total number of "homeless persons" who: (1) reside within the City of Las Vegas corporate limits; (2) reside within the "Las Vegas Valley," an area comprised (primarily) of the City of Las Vegas, the City of North Las Vegas, the City of Henderson, unincorporated Clark County, the town of Mesquite, and Boulder City. These localities are the primary population bases which comprise the Las Vegas Valley Continuum of Care Strategy, a strategy developed by City of Las Vegas staff, government entities, service providers, and the community at large to address the Las Vegas Valley's efforts to address homelessness, in particular how homeless persons can access housing and supportive services in emergency shelter, transitional housing and permanent housing environments.
3. UNLV Sociology Department shall manage the project and be the sole party responsible for providing all work deliverables as stated herein.
4. The first work deliverable ("First Deliverable") shall be an initial survey to be completed no later than 30 days from the execution of this Agreement. The City shall reserve the right to determine whether the survey results submitted are "complete" based on the demographic criteria stated herein. The survey shall be accomplished utilizing a two-phased or "double sampling" method. First, UNLV shall ascertain the total number of homeless individuals residing in the Las Vegas Valley. Second, UNLV shall conduct a random sample of the total homeless population to determine detailed profiles of homeless subpopulations. This random sample shall be identified uniquely so that further statistical matches can be made to assure sample reliability.
5. The second work deliverable ("Second Deliverable") shall be an ethnographic analysis of key subgroups identified in the first work deliverable. This analysis will be supported by the recent multi-year ethnographic work analysis developed by Dr. Kurt Borchard and by demographic data collected at previous Las Vegas "Stand Downs" sponsored by the Southern Nevada Homeless Coalition. The ethnographic data will include an analysis of the social and economic ties of the homeless; the homeless populations' perspective of social services; and an analysis of potential improvements in the delivery of homeless services. This analysis shall be completed and be submitted to the City of Las Vegas within 60 days from the execution of this Agreement.
6. General location categories will be used within the survey in such a way that the confidentiality of the location is not compromised. In designating the survey locations, the following formulation will be used: First the County District number of the location and then one of the following the location categories: (001) Shelter, (002) Street, (003) Vacant Lot,

EXHIBIT "A"

(004) Convenience Store, (005) Grocery Store, (006) Health Club, (007) Casinos, (008) Libraries, (009) Movie Theaters, (010) Vagrant Camp, (011) restaurants, (012) park, (013) alleyway, (014) bookstores, (015) fast food restaurants.

7. In order to obtain the most accurate survey information possible, the City requires UNLV to take diligent efforts in ensuring that the survey methodologies employed are consistent with the Stewart B. McKinney Homeless Assistance Act, defined at 42 USC §11302; and are consistent with "Practical Methods for Counting Homeless People" prepared for the Interagency Council on the Homeless, prepared by the Urban Institute, March 1992, or a more recent version thereof.
8. The third work deliverable ("Third Deliverable") shall be a second survey of approximately 500 homeless persons, to be submitted to the City of Las Vegas no later than 90 days from the execution of this Agreement. The survey instrument used shall be based on the prior surveys and ethnographic analyses aforementioned. The data shall be used to forecast the demographics and needs of the Las Vegas Valley homeless. This survey shall seek to identify certain demographics which the City of Las Vegas deems critical to the successful planning of homeless services. Such demographics shall be:
 - gender
 - race/national origin
 - age
 - household size
 - household composition, number of children
 - marital status
 - veteran status
 - alcohol or drug addiction
 - mental health issues
 - dual diagnosis (combination of alcohol or drug addiction and mental health issues)
 - victim of domestic violence
 - gambling addiction
 - length of residence in the Las Vegas Valley
 - existing place of residence (shelter, etc.)
 - previous place of residence (outside of Las Vegas valley)
 - continuous length of homelessness
 - continuous length of stay on the street
 - number of times homeless in past year, past five years
 - type of last regular place (non-shelter) to stay (apartment, shared living, etc.)
 - reason individual left last regular place of stay
 - level of education
 - employment status
 - physical disability status, HIV/AIDS status
 - mental disability status
 - acute health problem

EXHIBIT "A"

9. UNLV shall provide a final report ("Fourth Deliverable") for review and comment by City staff. At a minimum, this report shall comprise: a detailed analysis of the number of homeless persons based on the multiple definitions employed in the analysis; strategies in assuring a more accurate count of the Las Vegas Valley homeless population; homeless subpopulation analysis; a direct, unbiased representation of the needs of the Las Vegas Valley homeless population; and other findings as appropriate. This report shall be completed no later than August 31, 1999, unless extended by mutual consent of both parties.

10. The fifth work deliverable ("Fifth Deliverable") shall be the provision of a minimum of three (3) public information sessions through which UNLV shall provide technical information on its findings to interested parties, whereby such sessions shall last no more than two (2) hours each in duration. Frederick W. Preston, Ph.D., or a designee of Dr. Preston acceptable to the City, shall attend such sessions. UNLV shall complete such sessions no later than December 31, 1999, unless extended by mutual consent of both parties.

EXHIBIT "B"**Payment Schedule**

First Deliverable: Initial Survey	Lump Sum:	\$ 12,500.00
Second Deliverable: Ethnographic Analysis	Lump Sum:	\$ 12,500.00
Third Deliverable: Second Survey	Lump Sum:	\$ 10,000.00
Fourth Deliverable: Final Report	Lump Sum:	\$ 14,400.00
Fifth Deliverable: Information Sessions	Lump Sum:	<u>\$ 600.00</u>
	TOTAL PAYMENT:	<u><u>\$ 50,000.00</u></u>

EXHIBIT "C"

To be appended no later than ten (10) days after execution of the Agreement.

EXHIBIT "C"

Implementation Schedule

Deliverable 1: June 30, 1999

Deliverable 2: July 31, 1999

Deliverable 3: August 31, 1999

Deliverable 4: August 31, 1999

CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

AGENDA & MINUTES

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**DEPARTMENT OF PUBLIC WORKS -
CONSENT****ACCEPTANCE OF RIGHT OF WAY ITEMS****GRANT DEED**

47 From: MELVIN L. TURNER AND DARLA K. TURNER, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED ONE HALF INTEREST; AND FLOYD M. TURNER AS TO AN UNDIVIDED ONE HALF INTEREST

To: City of Las Vegas

For: Portion of the Southeast Quarter (SE ¼) of Section 24, T20S, R60E, M.D.M., for dedication of right of way for Fairhaven Street located north of Vegas Drive, west of Decatur Boulevard
(1-22-99) 133-24-804-005

McDONALD - Motion to APPROVE:**Items 5 through 13****Items 15 through 42****Items 44 through 63****- carried UNANIMOUSLY**

Items 3 and 4: **APPROVED** under separate action
(see individual items)

Item 14: **STRICKEN** under separate action
(see individual item)

Item 43: **APPROVED** under separate action
(see individual item)

There was no related discussion.

(10:45 - 10:46)

1-452

**RIGHT OF WAY GRANT FOR TRAFFIC
PURPOSES**

48 From: RAINBOW CHRISTIAN CHURCH

To: City of Las Vegas

For: Portion of the Southeast Quarter (SE ¼) of Section 11, T20S, R60E, M.D.M., for a 150 square foot traffic easement located at the southwest corner of Gowan Road and Jones Boulevard for the Gowan Road Improvements - U.S. 95 to Decatur Boulevard
(1-20-99) 138-11-704-004

APPROVED - see above

CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

AGENDA & MINUTES

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**DEPARTMENT OF PUBLIC WORKS -
CONSENT**RIGHT OF WAY GRANT FOR TRAFFIC
PURPOSES

49

From: LAWRENCE A. LAPENTA, A SINGLE
MAN

To: City of Las Vegas

For: Portion of the Southwest Quarter (SW ¼)
of Section 12, T20S, R60E, M.D.M., for
dedication of a 25 square foot traffic
easement located at the southwest
corner of Gowan Road and Rancho Drive
for the Gowan Road Improvements - U.S.
95 to Decatur Boulevard
(1-15-99) 138-12-301-003**McDONALD - Motion to APPROVE:****Items 5 through 13****Items 15 through 42****Items 44 through 63****- carried UNANIMOUSLY****Items 3 and 4:****APPROVED under separate action**
(see individual items)**Item 14:****STRICKEN under separate action**
(see individual item)**Item 43:****APPROVED under separate action**
(see individual item)

There was no related discussion.

(10:45 - 10:46)

1-452DEDICATION

50

From: CITY OF LAS VEGAS, A MUNICIPAL
CORPORATION

To: City of Las Vegas

For: Portions of the Southeast Quarter (SE ¼)
of Section 25, T20S, R61E, M.D.M., for
dedication of a 20' wide sewer easement
near the Bonanza-Mojave Water
Resource Center
139-25-802-005**APPROVED - see above**

CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

AGENDA & MINUTES

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**DEPARTMENT OF PUBLIC WORKS -
CONSENT**DECLARATIONS OF UTILIZATION

51

From: BUREAU OF LAND MANAGEMENT

To: City of Las Vegas

For: Portions of the Northeast Quarter (NE ¼)
of Section 7, T20S, R60E, M.D.M., for
road, sewer and drainage purposes
located on the north side of Foxcraft
Avenue, west of Fort Apache Road
138-07-501-006

McDONALD - Motion to APPROVE:**Items 5 through 13****Items 15 through 42****Items 44 through 63****- carried UNANIMOUSLY**

Items 3 and 4: APPROVED under separate action
(see individual items)

Item 14: STRICKEN under separate action
(see individual item)

Item 43: APPROVED under separate action
(see individual item)

There was no related discussion.

(10:45 - 10:46)

1-452

52

From: BUREAU OF LAND MANAGEMENT

To: City of Las Vegas

For: Portions of the Northeast Quarter (NE ¼)
of Section 7, T20S, R60E, M.D.M., for a
20' easement for sewer purposes located
south of Alexander Road and west of
Fort Apache Road
138-07-501-006

APPROVED - see above

CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

AGENDA & MINUTES

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**DEPARTMENT OF PUBLIC WORKS -
CONSENT****ENCROACHMENT REQUESTS**

53

Douglas Abell on behalf of FOURTH AND LEWIS L.C., owner (400 South Fourth Street - Sun Plaza)

Applicant proposes to encroach into the public right of way on the west side of Fourth Street from Lewis Avenue to property line and on the south side of Lewis Avenue from Fourth Street to Third Street and also on the east side of Third Street from Lewis Avenue to property line, consisting of 20' tall palm trees, 48" box Ash trees, 20' tall Twin Trunk palm trees with a sprinkler system and lighting on Lewis Avenue and Third Street.

Recommendation: Approval as noted above and subject to conformance with all other City Codes and Department standards.

McDONALD - Motion to APPROVE:

Items 5 through 13

Items 15 through 42

Items 44 through 63

- carried UNANIMOUSLY

Items 3 and 4:

APPROVED under separate action
(see individual items)

Item 14:

STRICKEN under separate action
(see individual item)

Item 43:

APPROVED under separate action
(see individual item)

There was no related discussion.

(10:45 - 10:46)

1-452

54

Pentacore Engineering on behalf of PECCOLE 1982 TRUST AND WILLIAM AND WANDA PECCOLE FAMILY, L.P., owner (northwest corner of Rampart Boulevard and Charleston Boulevard - Rampart Commons)

Applicant proposes to encroach into the public right of way on the northwest corner of Rampart Boulevard and Charleston Boulevard, consisting of a meandering sidewalk, trees and shrubs of various types and heights with an irrigation system along Rampart Boulevard north from Charleston Boulevard for approximately 250 feet.

Recommendation: Approval as noted above and subject to conformance with all other City Codes and Department standards.

APPROVED - see above

CITY COUNCIL
MEETING OF
FEBRUARY 22, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

[Signature]
RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

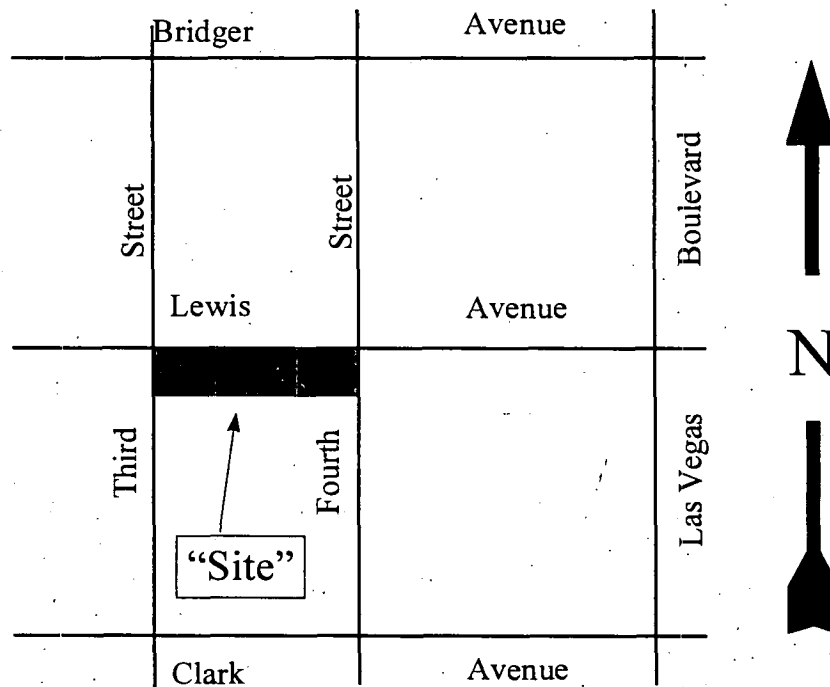
ENCROACHMENT REQUEST -DOUGLAS ABELL, ON BEHALF OF FOURTH AND LEWIS L.C.,
OWNER, (400 SOUTH FOURTH STREET - SUN PLAZA)

PURPOSE/BACKGROUND

The applicant proposes to encroach into the public right of way on the west side of Fourth Street from Lewis Avenue to property line and on south side of Lewis Avenue from Fourth Street to Third Street and also on the east side of Third Street from Lewis Avenue to property line.

The proposed encroachment will consist of 20' tall palm trees, 48" Box Ash trees, 20' tall Twin Trunk Palm trees with a sprinkler system and lighting on Lewis Avenue and Third Street. Fourth Street will comply with existing street improvements as further described in Exhibits A, A1, B and C.

If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of liability, maintenance and removal.



FISCAL IMPACT

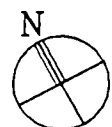
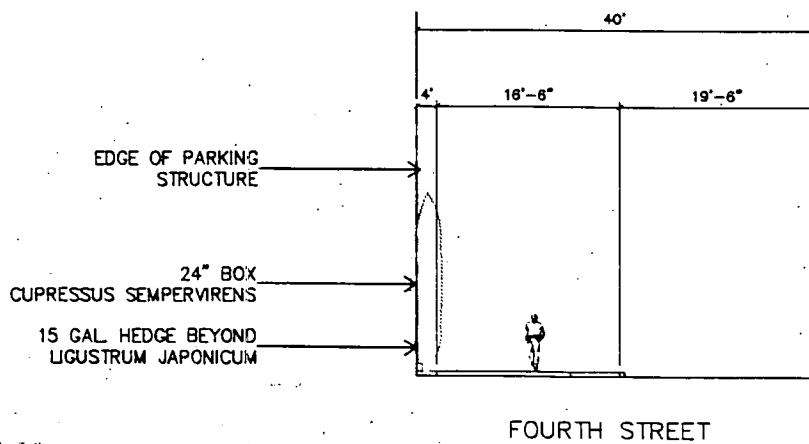
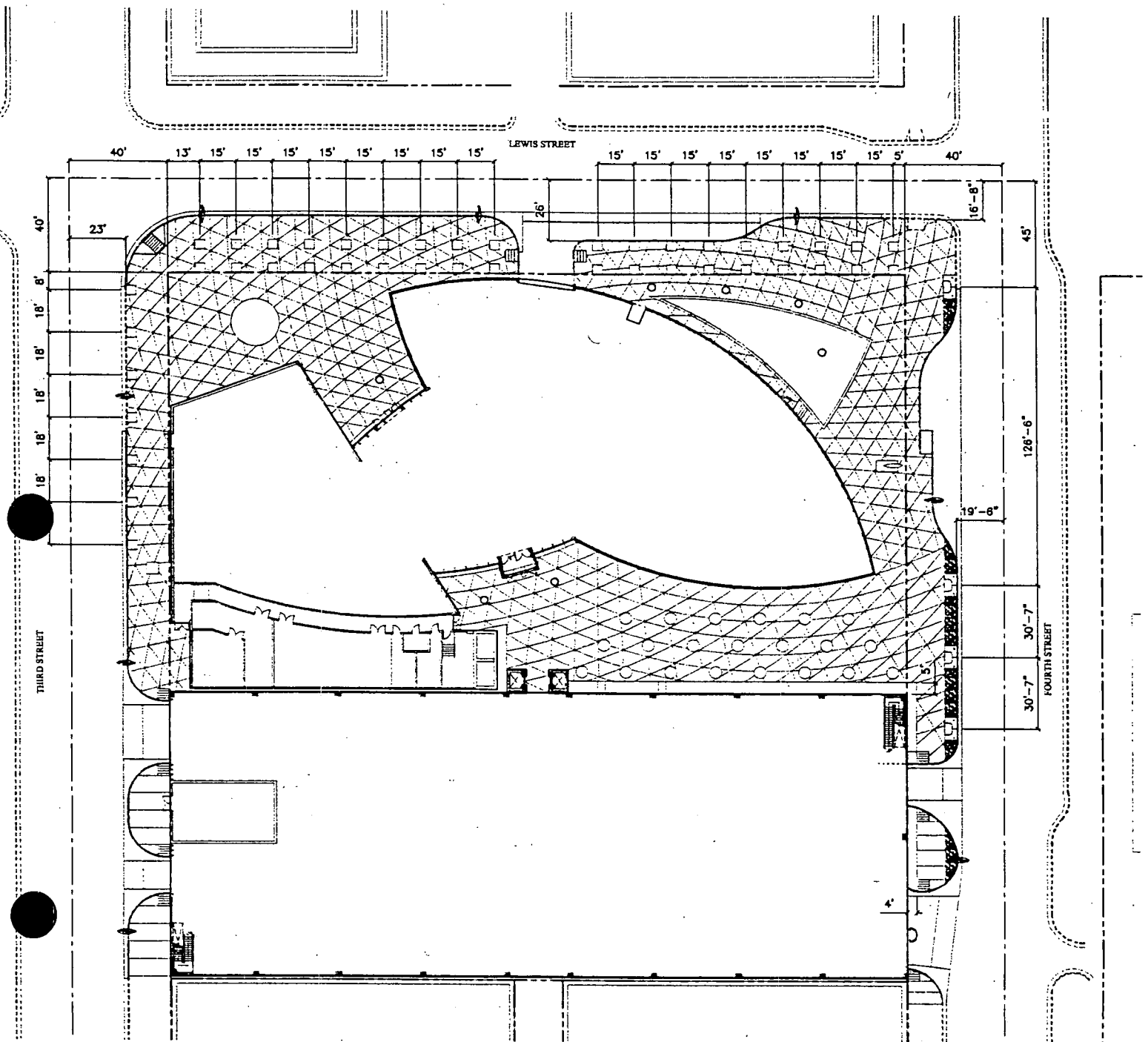
None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL as noted above and subject to conformance to all other City Codes and Department standards. Staff to proceed.

Agenda Item

53



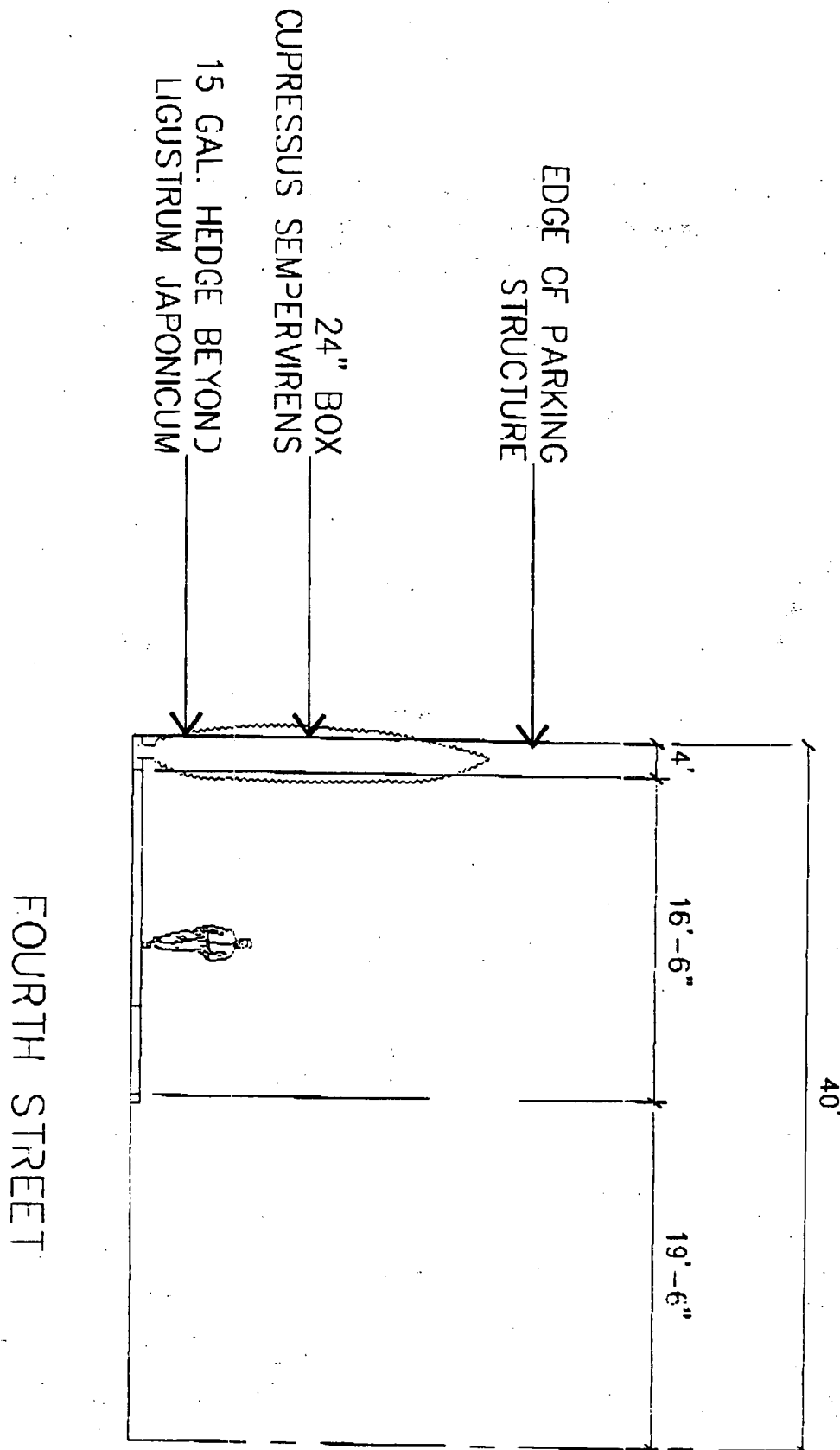
SUN PLAZA

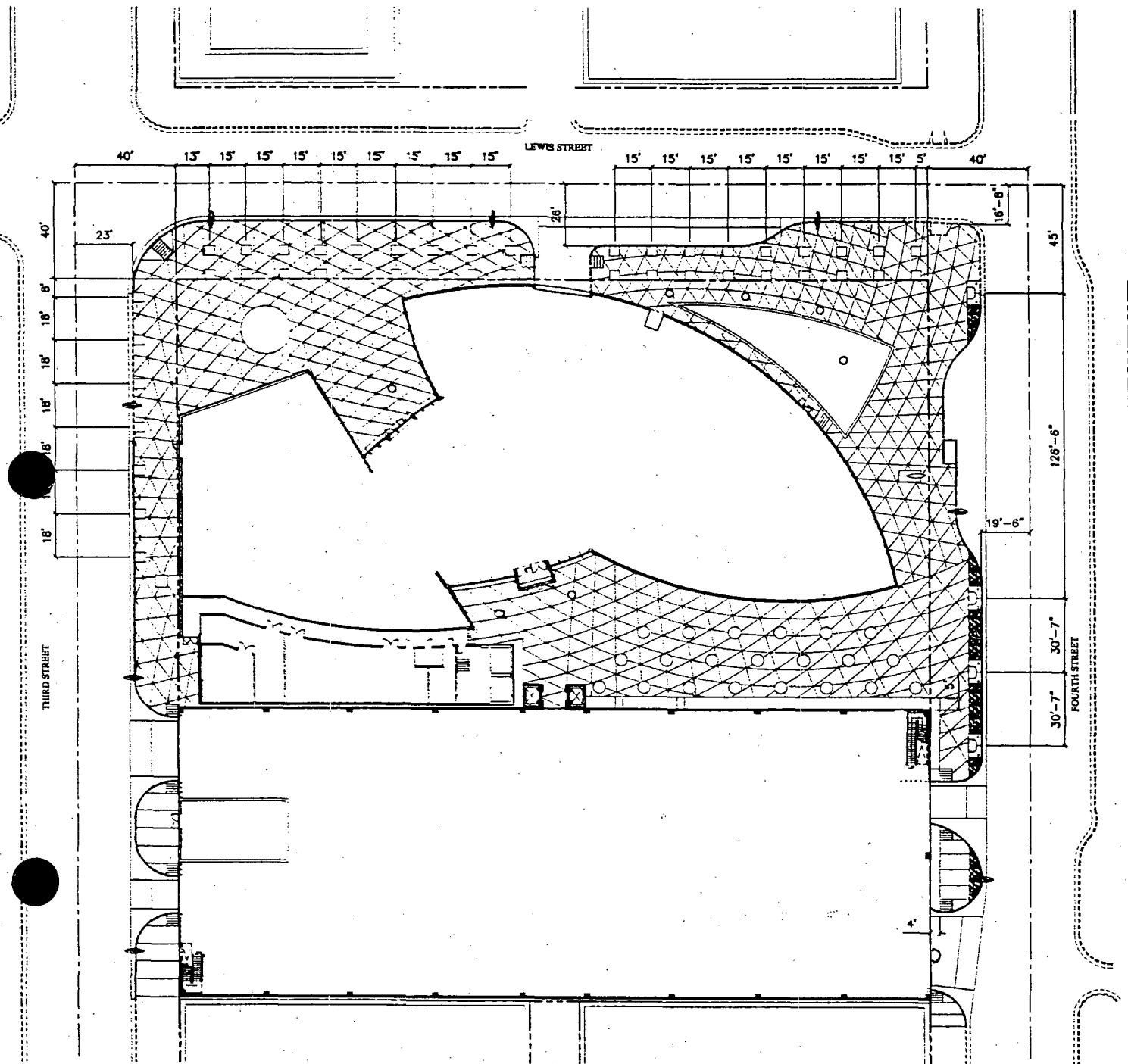
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SWA SAUSALITO

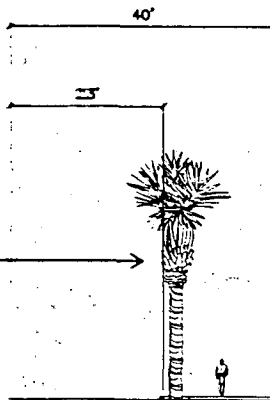
002/002

H: \SOM\Som736\Cadd\Sheets\fourth.dwg





20' HT. BROWN TRUNK
SINGLE TRUNK
WASHINGTONIA ROBUSTA



THIRD STREET

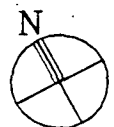
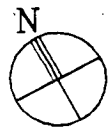
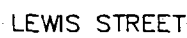


EXHIBIT B

SUN PLAZA



SUN PLAZA

CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

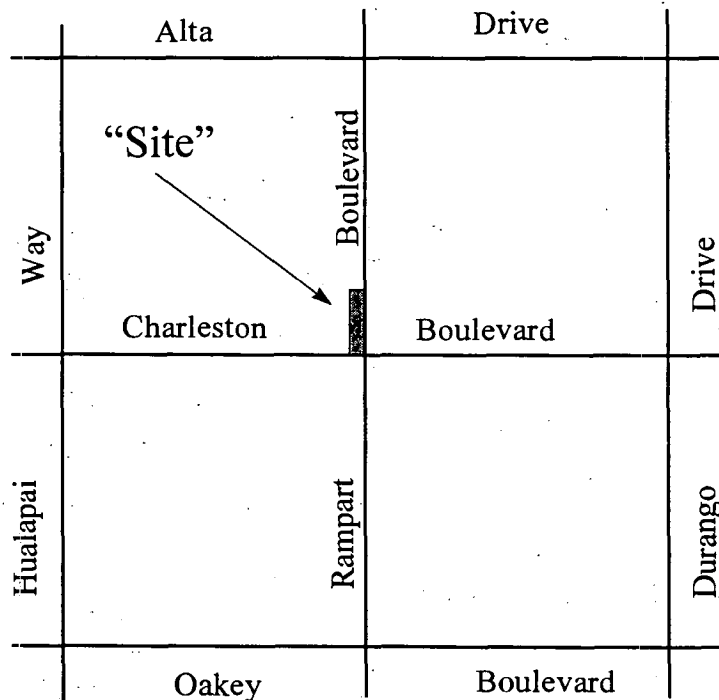
ENCROACHMENT REQUEST -PENTACORE ENGINEERING, ON BEHALF OF PECCOLE 1982 TRUST AND WILLIAM & WANDA PECCOLE FAMILY L.P., OWNER, (NORTHWEST CORNER RAMPART BOULEVARD & CHARLESTON BOULEVARD - RAMPART COMMONS)

PURPOSE/BACKGROUND

The applicant proposes to encroach into the public right of way on the northwest corner of Rampart Boulevard and Charleston Boulevard.

The proposed encroachment will consist of a meandering sidewalk, trees and shrubs of various types and heights with an irrigation system along Rampart Boulevard north from Charleston Boulevard for approximately 250 feet as further described in Exhibits A, B, C and D.

If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of liability, maintenance and removal.

**FISCAL IMPACT**

None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL as noted above and subject to conformance to all other City Codes and Department standards. Staff to proceed.

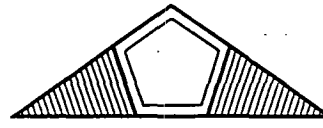
Agenda Item

54

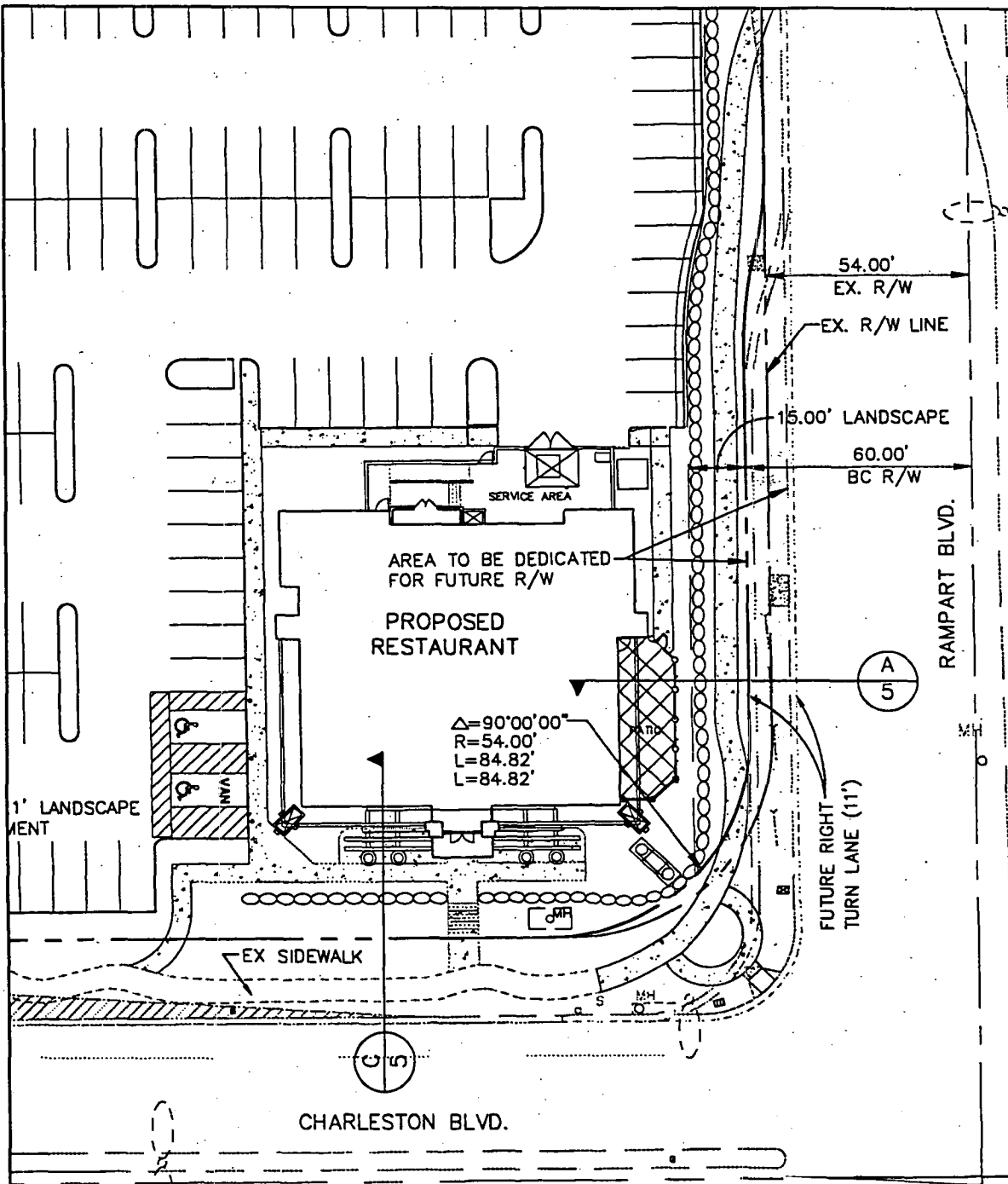


PENTACORE

CIVIL ENGINEERING LAND SURVEYING PLANNING
CONSTRUCTION MANAGEMENT ADA CONSULTING
8703 WEST CHARLESTON BOULEVARD
LAS VEGAS, NEVADA 89102 (702)256-0115



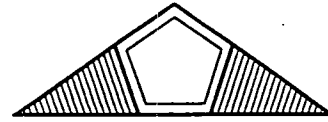
SCALE: 1"=40'





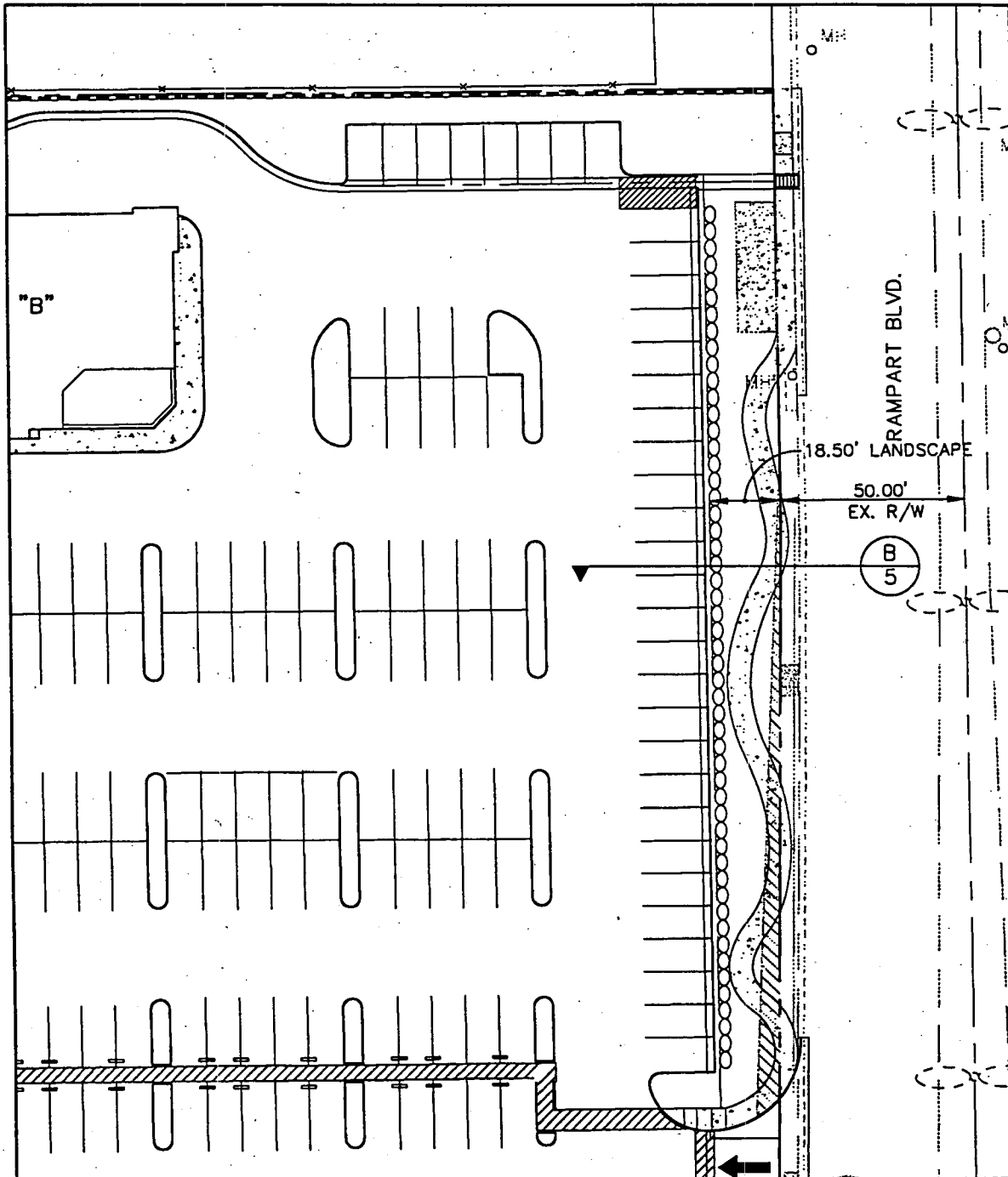
PENTACORE

CIVIL ENGINEERING LAND SURVEYING PLANNING
CONSTRUCTION MANAGEMENT ADA CONSULTING
8763 WEST CHARLESTON BOULEVARD
LAS VEGAS, NEVADA 89102 (702)258-0115



NORTH

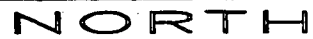
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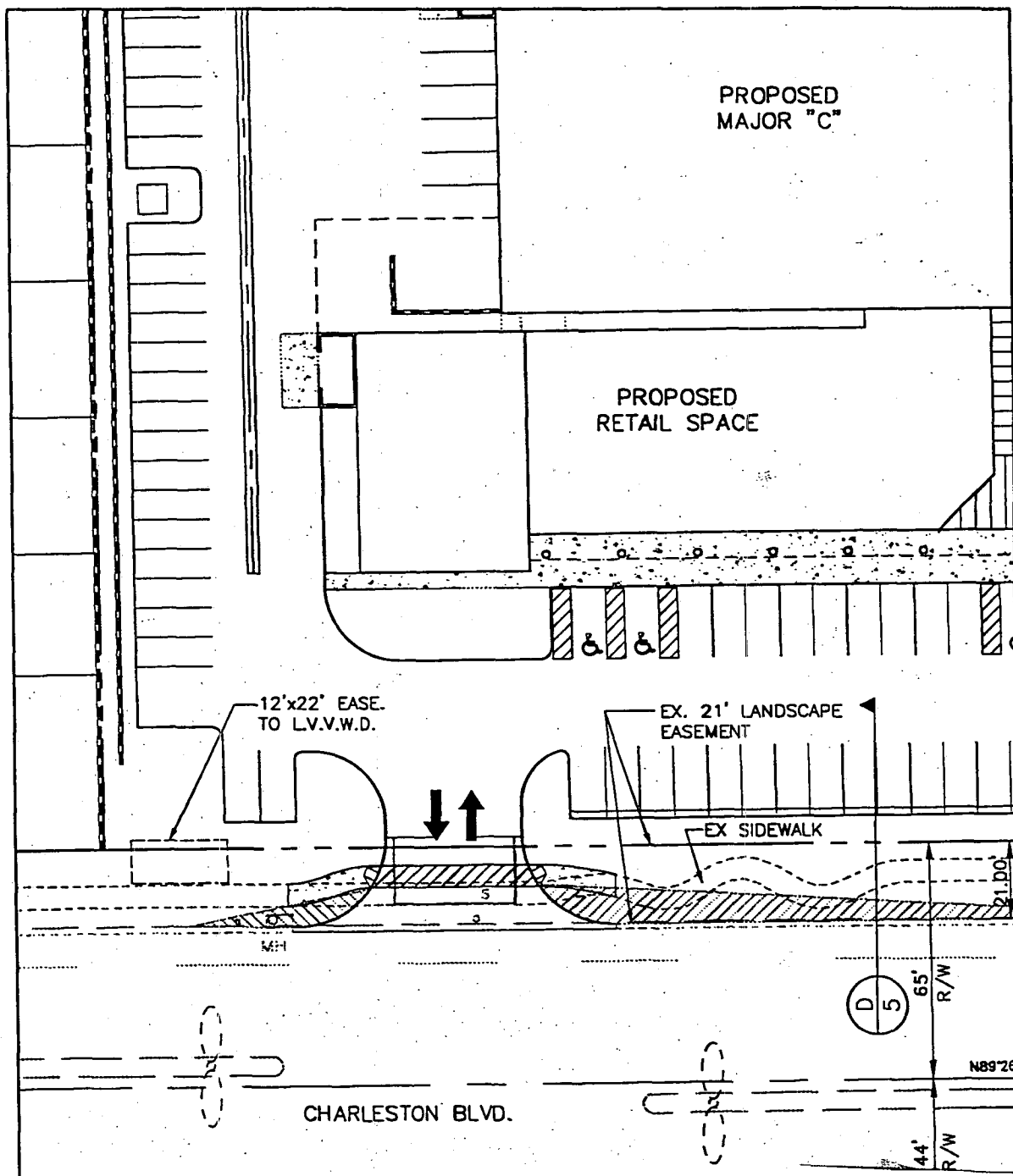
ENCROACHMENT EXHIBIT

SCALE: 1"=40'

EXHIBIT B



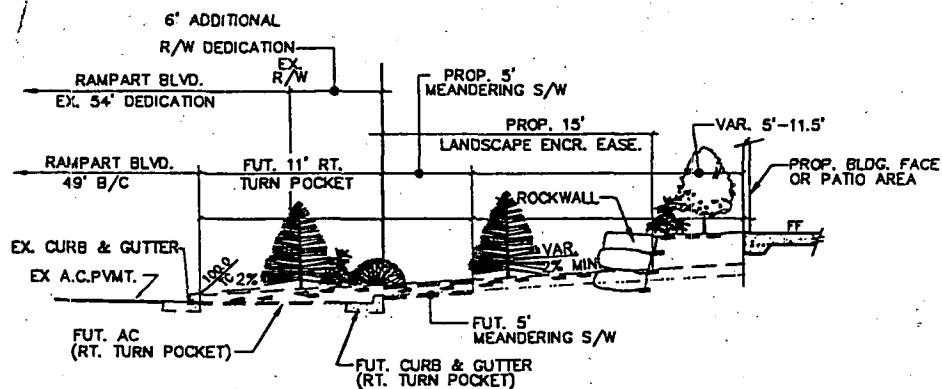
SCALE: 1"=40'



ENCROACHMENT EXHIBIT

SCALE: 1"=40'

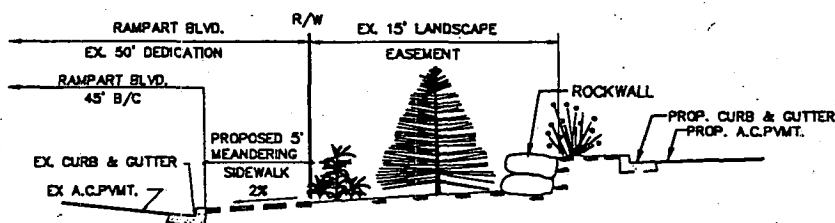
EXHIBIT C



LANDSCAPE SECTION

A
2

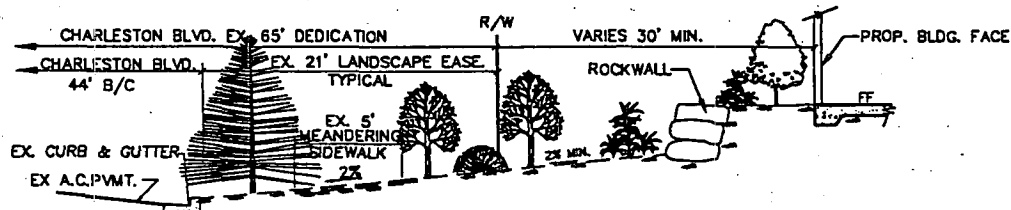
SCALE: NONE



LANDSCAPE SECTION

B
2

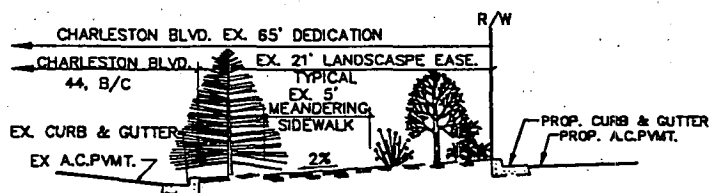
SCALE: NONE



LANDSCAPE SECTION

C
2

SCALE: NONE



LANDSCAPE SECTION

D
2

SCALE: NONE

ENCROACHMENT EASEMENT SECTIONS

EXHIBIT D


PENTACORE

 CIVIL ENGINEERING LAND SURVEYING PLANNING
 CONSTRUCTION MANAGEMENT ADA CONSULTING
 6763 WEST CHARLESTON BOULEVARD
 LAS VEGAS, NEVADA 89102 (702)258-0115

x

CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

AGENDA & MINUTES

Page 27

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DEPARTMENT OF PUBLIC WORKS -
CONSENTENCROACHMENT REQUESTS

55

Scott Marshall of Architekton on behalf of KFC CORPORATION, A DELAWARE CORPORATION, leasee (412 North Eastern Avenue @ Cedar Avenue - KFC)

Applicant proposes to encroach into the public right of way on the southeast corner of North Eastern Avenue and Cedar Avenue, consisting of landscaping which will include ground cover, small shrubs and an irrigation system along Cedar Avenue and one new tree at the corner of Cedar Avenue and North Eastern Avenue

Recommendation: Approval as noted above and subject to conformance with all other City Codes and Department standards.

McDONALD - Motion to APPROVE:

Items 5 through 13

Items 15 through 42

Items 44 through 63

- carried UNANIMOUSLY

Items 3 and 4:

APPROVED under separate action
(see individual items)

Item 14:

STRICKEN under separate action
(see individual item)

Item 43:

APPROVED under separate action
(see individual item)

There was no related discussion.

(10:45 - 10:46)

1-452

56

Marnell Corrao Associates on behalf of GOLDEN NUGGET LAS VEGAS CORPORATION, owner (129 East Fremont Street - Golden Nugget Hotel and Casino)

Applicant proposes to encroach into the public right of way on the south side of Carson Avenue west of First Street and on First Street south of the Fremont Street Experience cul-de-sac, consisting of two temporary office trailers on the south side Carson Avenue west of First Street and two 32-yard dumpsters on the east side of First Street south of the Fremont Street Experience cul-de-sac; this temporary encroachment is needed to proceed with the Golden Nugget staff dining room remodel

Recommendation: Approval as noted above and subject to conformance with all other City Codes and Department standards.

APPROVED - see above

AGENDA DOCUMENTATION

CITY COUNCIL
MEETING OF
FEBRUARY 22, 1999

TO:

City Council

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

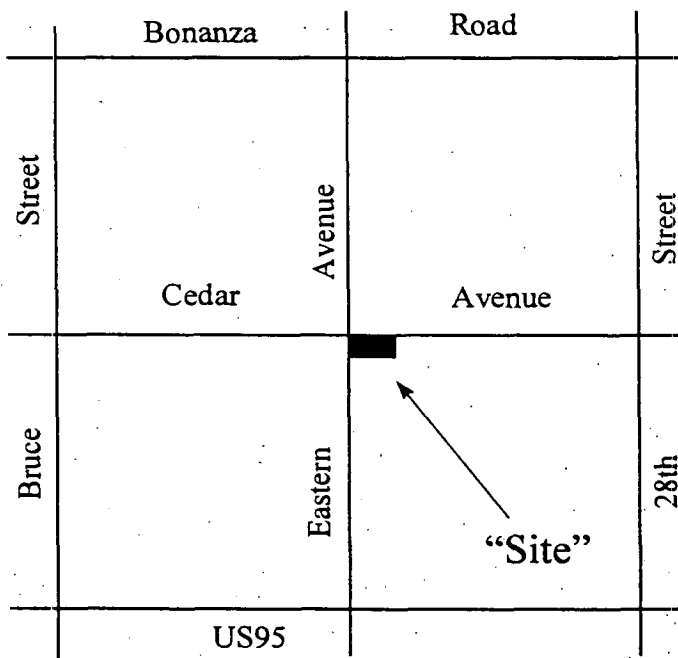
ENCROACHMENT REQUEST -SCOTT MARSHALL OF ARCHITEKTON, ON BEHALF OF KFC CORPORATION, A DELAWARE CORPORATION, LEASEE, (412 NORTH EASTERN AVENUE @ CEDAR AVENUE -KFC)

PURPOSE/BACKGROUND

The applicant proposes to encroach into the public right of way on the southeast corner of North Eastern Avenue and Cedar Avenue.

The proposed encroachment will consist of landscaping (which will include ground cover, small shrubs and an irrigation system)-along Cedar Avenue and one new tree at the corner of Cedar Avenue and North Eastern Avenue as further described in Exhibit A.

If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of liability, maintenance and removal.

**FISCAL IMPACT**

None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL as noted above and subject to conformance to all other City Codes and Department standards. Staff to proceed.

Agenda Item

55

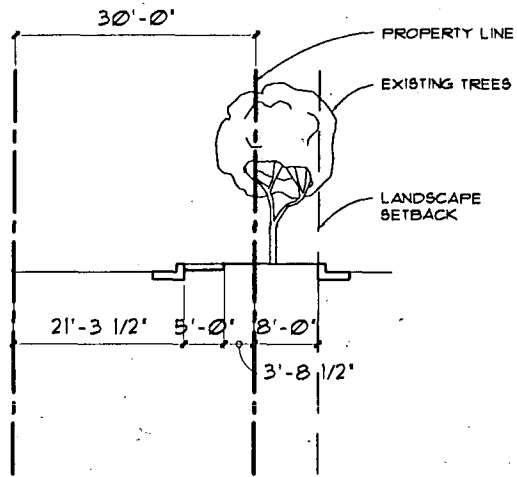
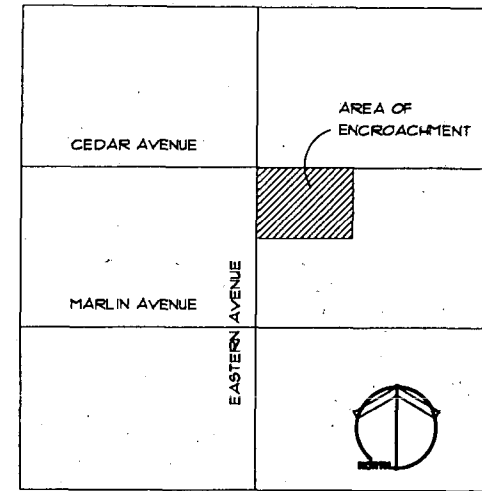


EXHIBIT A



ADDRESS: 412 NORTH EASTERN AVENUE
PARCEL #: 139-36-210-001

CEDAR AVE.

EXISTING TREES

EASTERN AVE.

45'-0"
C TO CURB
50'-0"
C TO R

21'-3 1/2"
C TO CURB
30'-0"
C TO R

149.99'



CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

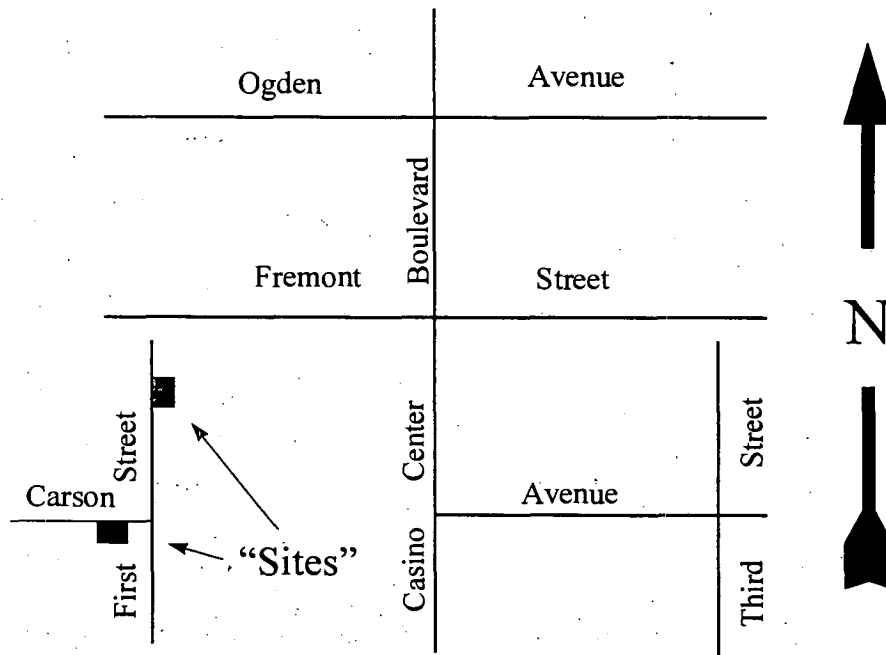
ENCROACHMENT REQUEST -MARNELL CORRAO ASSOCIATES, ON BEHALF OF GOLDEN NUGGET LAS VEGAS CORPORATION, OWNER, (129 EAST FREMONT STREET-GOLDEN NUGGET HOTEL AND CASINO)

PURPOSE/BACKGROUND

The applicant proposes to encroach into the public right of way on the south side of Carson Avenue west of First Street and on First Street south of the Fremont Street Experience cul-de-sac.

The proposed encroachment will consist of two (2) temporary office trailers on the south side of Carson Avenue west of First Street and two (2) 32-yard dumpsters on the east side of First Street south of the Fremont Street Experience cul-de-sac as further described in Exhibits A and B. This temporary encroachment is needed to proceed with the Golden Nugget staff dining room remodel.

If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of liability, maintenance and removal.



[Handwritten signatures and initials]

FISCAL IMPACT

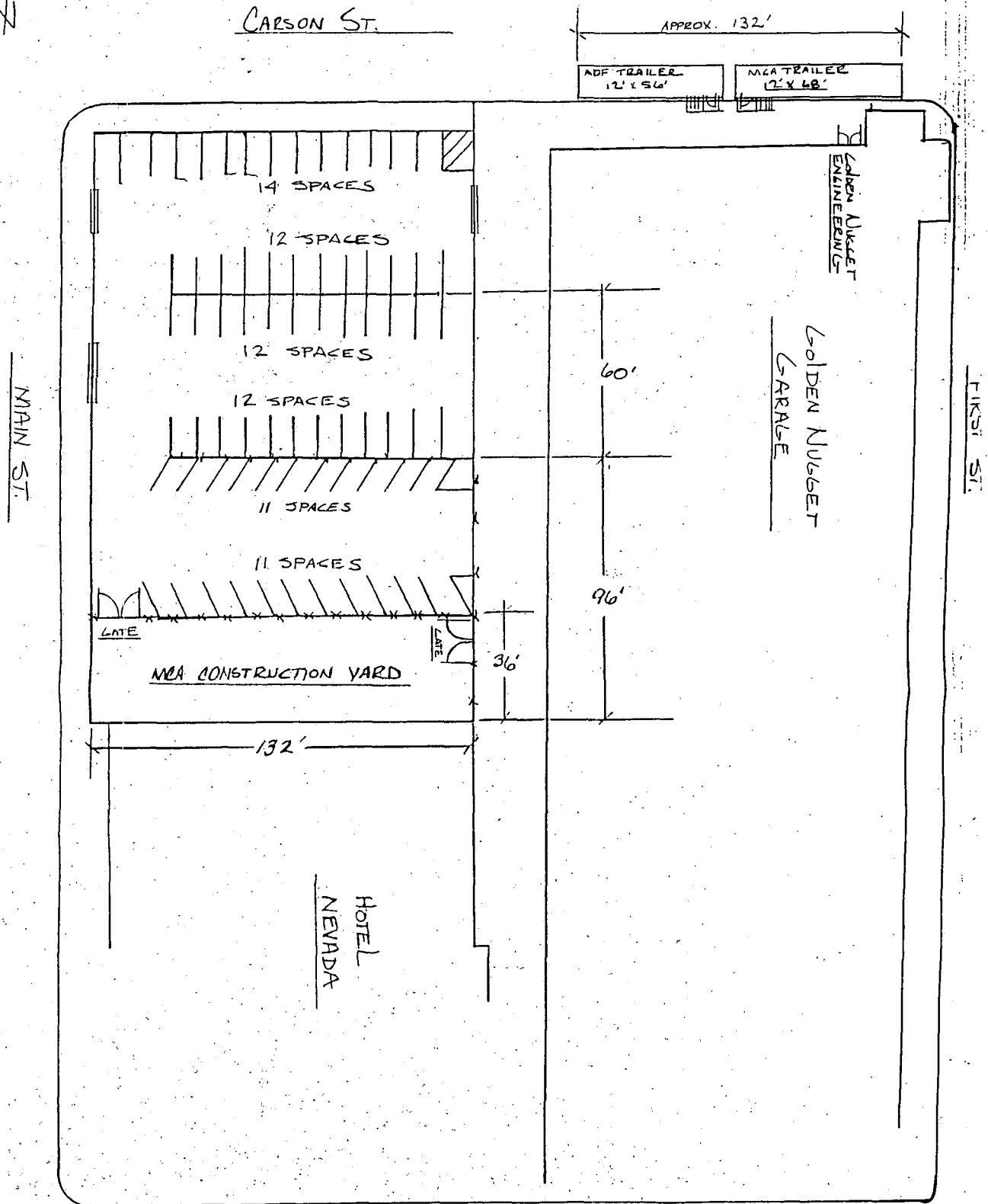
None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL as noted above and subject to conformance to all other City Codes and Department standards. Staff to proceed.

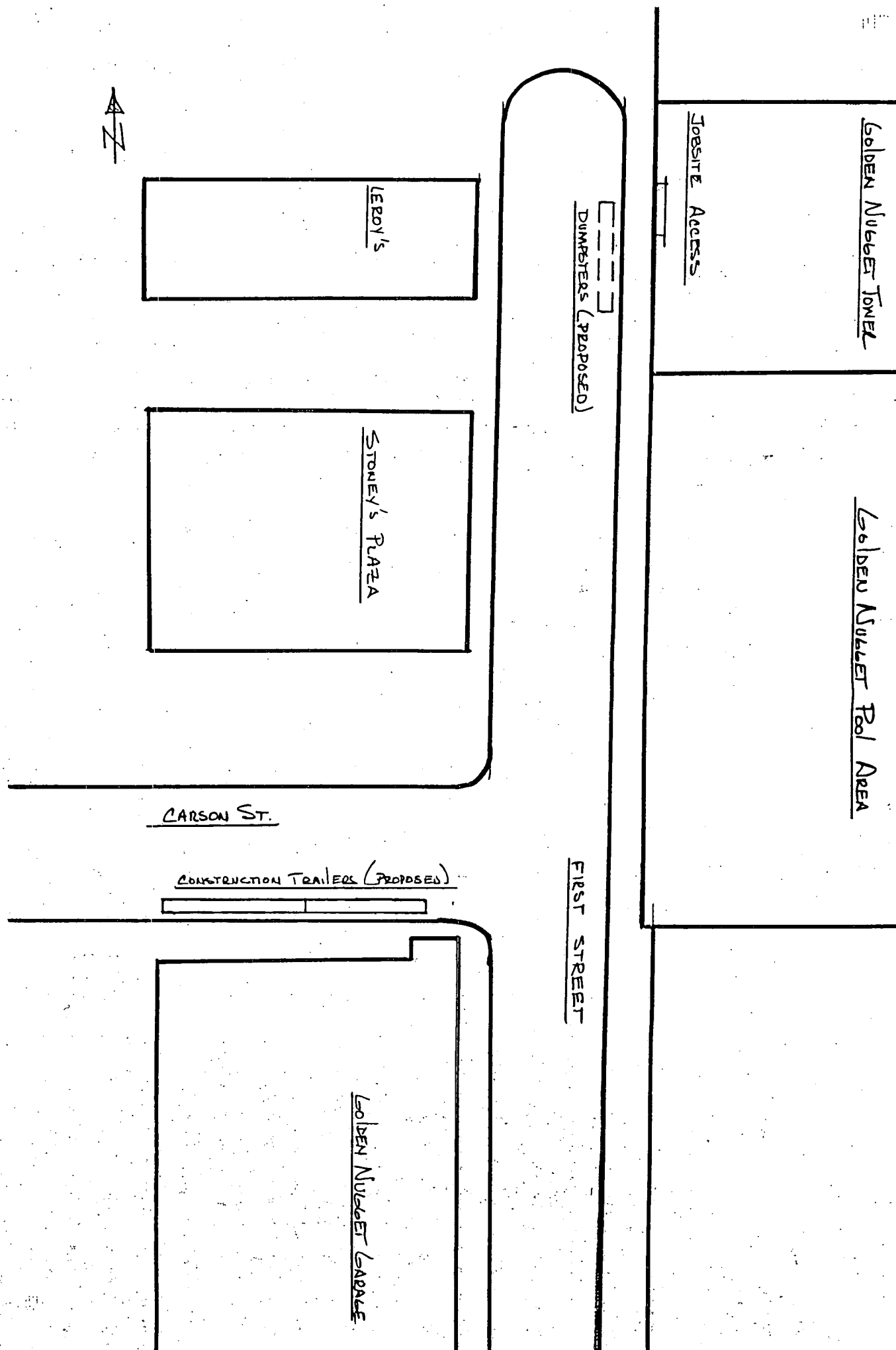
Agenda Item

56



72 SPACES

REVISED CONFIGURATION



CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

AGENDA & MINUTES

Page 28

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**DEPARTMENT OF PUBLIC WORKS -
CONSENT****REQUEST TO CUT PAVEMENT**

57 SOUTHWEST GAS CORPORATION (Deer Springs Way between Buffalo Drive and Tioga Way)

Request to cut the pavement on Deer Springs Way from the intersection of Tioga Way continuing west to an existing 4" polyethylene main on the east half of Buffalo Drive; an eight-lot cul-de-sac to be named Rowena Circle is being developed on the southeast corner of Deer Springs Way and Buffalo Drive, and has requested natural gas service.

Recommendation: APPROVAL, subject to pavement replacement as required by the Director of Public Works

McDONALD - Motion to APPROVE:**Items 5 through 13****Items 15 through 42****Items 44 through 63****- carried UNANIMOUSLY****Items 3 and 4:****APPROVED** under separate action
(see individual items)**Item 14:****STRICKEN** under separate action
(see individual item)**Item 43:****APPROVED** under separate action
(see individual item)

There was no related discussion.

(10:45 - 10:46)

1-452

CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

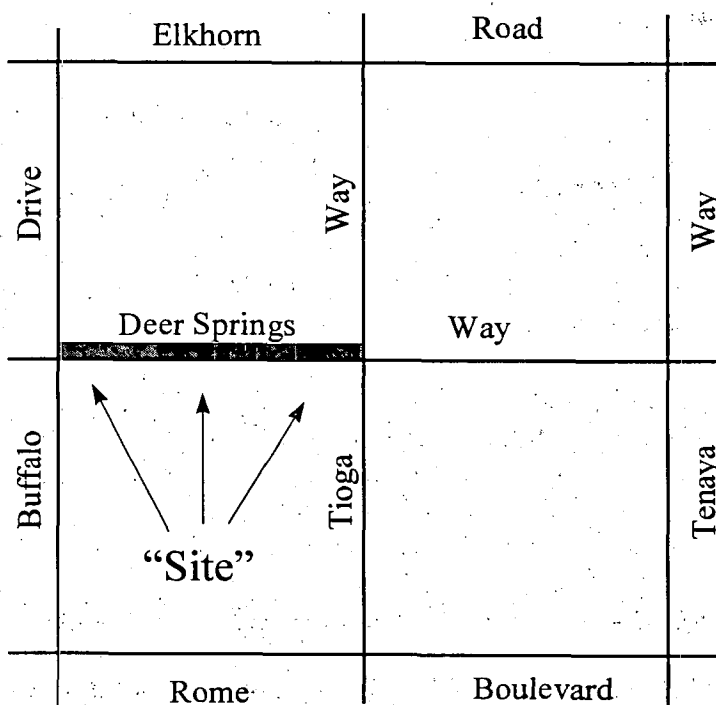
RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

REQUEST TO CUT PAVEMENT - SOUTHWEST GAS CORPORATION (DEER SPRINGS
WAY BETWEEN BUFFALO DRIVE AND TIOGA WAY)PURPOSE/BACKGROUND

The request is to cut the pavement on Deer Springs Way from the intersection of Tioga Way continuing west to an existing 4" polyethylene main on the east half of Buffalo Drive, as shown in the attached Exhibit "A".

An eight-lot cul-de-sac, to be named Rowena Circle, is being developed on the southeast corner of Deer Springs Way and Buffalo Drive, and has requested natural gas service. Southwest Gas proposes the installation of approximately 735 feet of 2" polyethylene pipe in the right-of-way on the north side of Deer Springs Way. Southwest Gas would make all pavement repairs that would meet or exceed the standards of the City of Las Vegas.



FISCAL IMPACT

None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL as noted above and subject to pavement replacement as required by the Director of Public Works.

Agenda Item

57

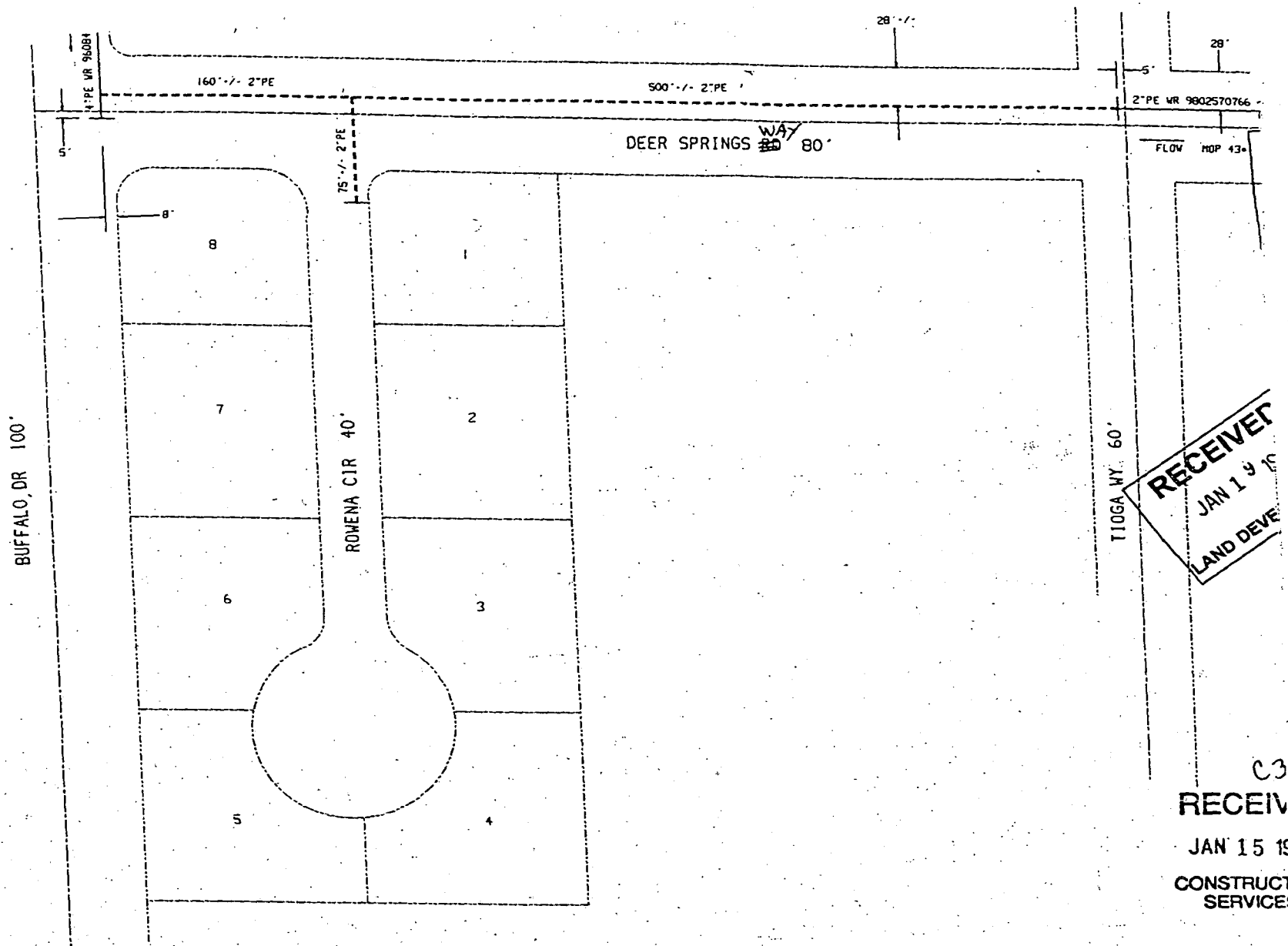
CALL BEFORE YOU DIG
CAN YOU DIG IT!

1-800-227-2600

(48hrs. Advance Notice Required)



Southwest Gas Corporation



RECEIVED
JAN 19 1961
LAND DEPT

C3
RECEIVED

JAN 15 1964

**CONSTRUCT
SERVICE:**

ISOLATION AREA
20.

3760102	2°PE	735°/-

AS-BUILT DRAWING-PRESSURE TEST DATA

PAGE NO. _____ WEST NUMBER _____ WEST NAME _____
PAGE LENGTH _____ AIR _____ GAGE _____
PAGE TYPE _____ WATER _____ CURVE _____
REL. DURATION _____ STOP _____
WEST FILE # (PAGES) _____

NO.	DESCRIPTION	BY	DATE	APPROV.
KEYSTONE				

INSPECTION

2003

PERMIT INFORMATION

TAX CODE AREA-02-0125

CITY COUNCIL

MEETING OF
FEBRUARY 22, 1999

City of Las Vegas

AGENDA & MINUTES

Page 29

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DEPARTMENT OF PUBLIC WORKS -
CONSENT

SEWER CONNECTION AND APPROVAL OF
INTERLOCAL CONTRACT WITH CLARK
COUNTY SANITATION DISTRICT

58

JOHN AND LORINDA FOWLER, owners (un-addressed property on the 4200 block of Quadrel Street, North Hickam Avenue)

Request to connect to one lot, approximately .06 acres with a proposed usage of a single family residence, to the City sewer from property located in Clark County on the west side of the 4200 block of Quadrel Street, north of Hickam Avenue; applicant proposes to connect to the existing 8" sewer main located in Quadrel Street; the City limit is located adjacent to this site.

Recommendation: APPROVAL, for the single family residence only, subject to conformance with all City Codes and Department standards and off-site improvements being installed per City standards. It is also recommended that the Mayor be authorized to sign the Interlocal Contract

McDONALD - Motion to APPROVE:

Items 5 through 13
Items 15 through 42
Items 44 through 63
- carried UNANIMOUSLY

Items 3 and 4: **APPROVED under separate action**
(see individual items)

Item 14: **STRICKEN under separate action**
(see individual item)

Item 43: **APPROVED under separate action**
(see individual item)

There was no related discussion.
(10:45 - 10:46)
1-452

CITY COUNCIL

MEETING OF

AGENDA DOCUMENTATION

FEBRUARY 22, 1999

TO:

City Council

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

SEWER CONNECTION AND APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY SANITATION DISTRICT - JOHN AND LORINDA FOWLER, OWNERS (UN-ADDRESSED PROPERTY ON THE 4200 BLOCK OF QUADREL STREET, NORTH OF HICKAM AVENUE)

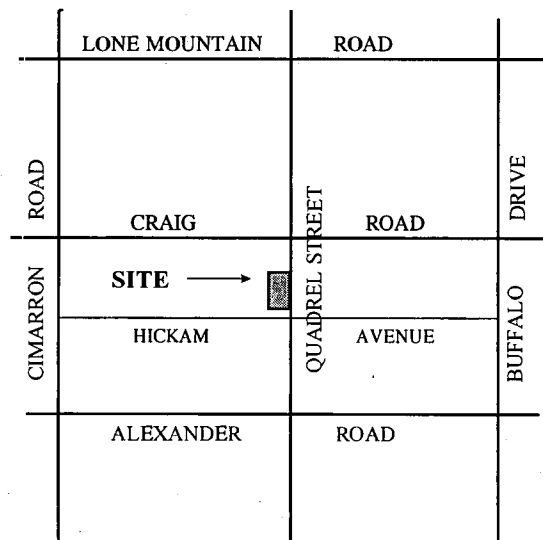
PURPOSE/BACKGROUND

This request is to connect one lot, approximately .6 acres, with a proposed usage of a single family residence, to the City sewer from property located in Clark County on the west side of the 4200 Block of Quadrel Street, north of Hickam Avenue.

The applicant proposes to connect to the existing 8" sewer main located in Quadrel Street.

The City limit is located adjacent to this site.

The proposed use of this parcel conforms to the City's General Plan for the area. It is understood that the city will provide sewer service only and no commitment for water is included with the approval. The applicant will be required to sign a "Sewer Connection Agreement" and a "Petition for Annexation" An Interlocal Contract was approved by the Clark County Sanitation District on January 15, 1999. Fees will be determined and paid prior to connection.

**FISCAL IMPACT**

None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL, for the single family residence only, subject to conformance with all City Codes and Department standards and off-site improvements being installed per City standards. It is also recommended that the Mayor be authorized to sign the Interlocal Contract. Staff to proceed.

Agenda Item

58

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 15th day of JANUARY, 1999 by and between the CLARK COUNTY SANITATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or undertaking which the agency is authorized by law to perform; and

WHEREAS, the CITY provides sewage treatment at its own facilities; and

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by John M. and Lorinda M. Fowler (approximately 0.6 acres -- vacant land; Parcel No. 138-04-707-005) which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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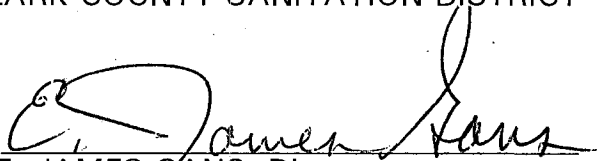
/////

6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

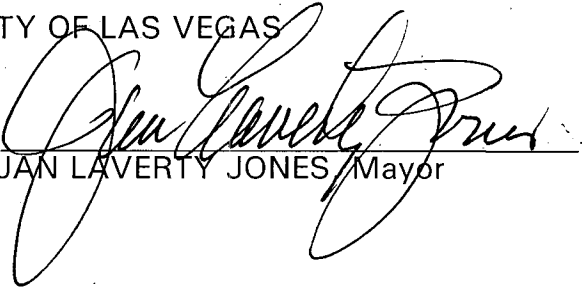
CLARK COUNTY SANITATION DISTRICT

By

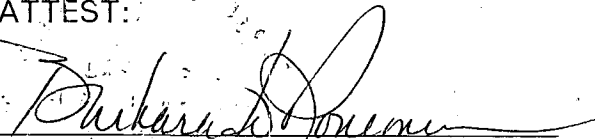

E. JAMES GANS, Director

CITY OF LAS VEGAS

By


JAN LAVERTY JONES, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By Thomas R. Green 3-17-99
Deputy City Attorney

FOWLER FAMILY RESIDENCE
Parcel Nos. 138-04-707-005
Total Parcel Acreage= 0.6 Acres
Nearest Clark County Sewer in
excess of 7.0 miles from site.

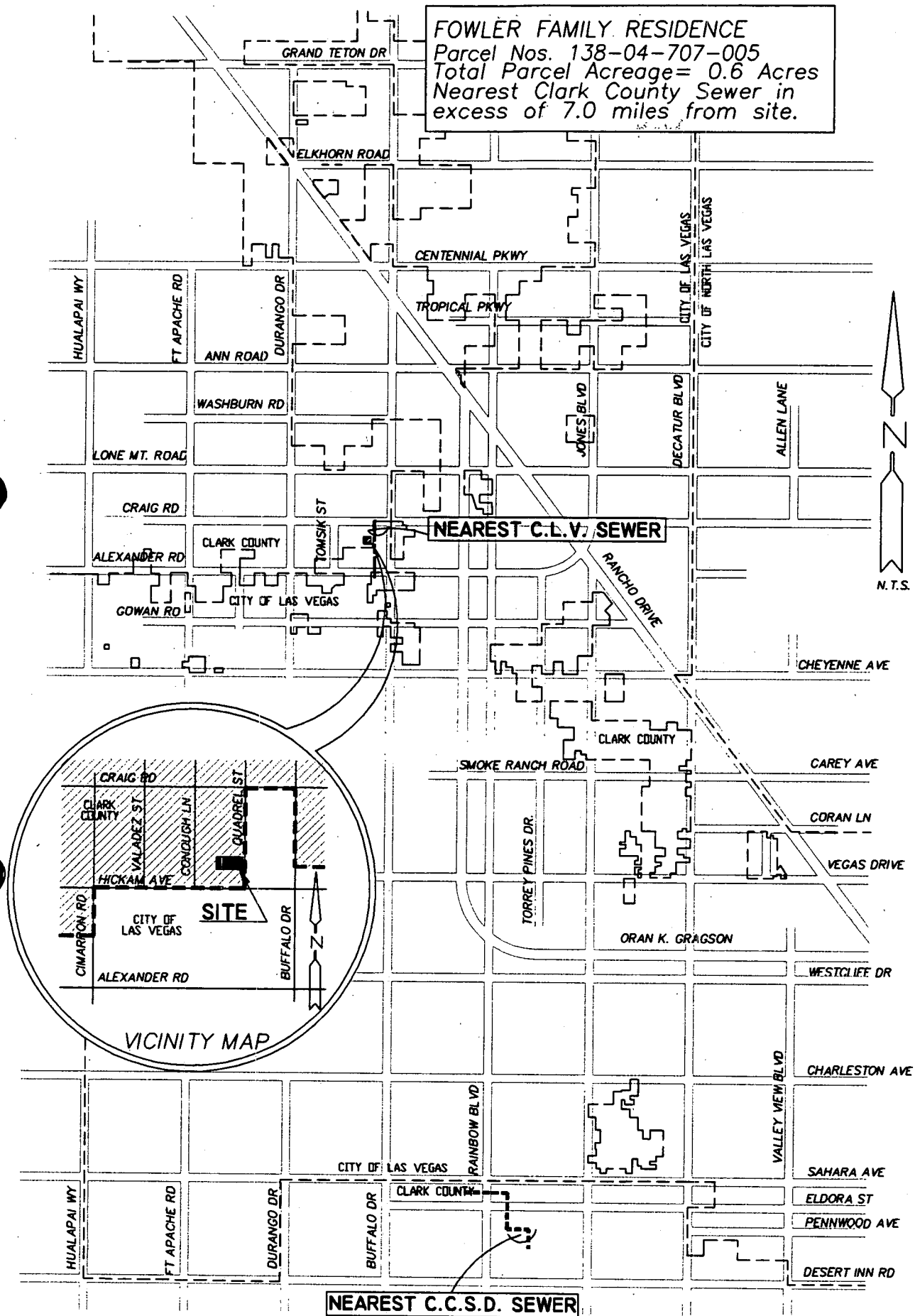


EXHIBIT "A"

Approved by City Council: 2/22/99SEWER CONNECTION AGREEMENT

2ND day of February, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "City"), and JOHN M. FOWLER AND LORINDA M. FOWLER, 1612 LEANING PINE WAY, LAS VEGAS, NEVADA 89128 (hereinafter referred to as "Owner").

WITNESSETH

WHEREAS, the City is able to furnish sewer service to the following described real property which is owned by the Owner and is situated outside the corporate boundaries of the City, to-wit:

A parcel, (approximately .5 acres), consisting of vacant land with a proposed usage of a Single Family Residence, located on the 4200 block of Quadrel Street, on the west side, north of Hickam Avenue, as shown on exhibit "A"
(APN# 138-04-707-005).

WHEREAS, the Owner has applied to the City to connect said described real property to the City's sewage collection system, and the City is willing to do so;

NOW, THEREFORE, for and in consideration of the Owner's agreeing to pay the sum of To be determined at time of connection (the "Connection Fee" herein), the City hereby agrees that the Owner may connect a sewer line from said described real property to an extension of the City's sewage collection system at the point which is the nearest and most practical with respect to said real property. The Connection Fee shall be paid in the following manner:

At the time of connection

It is understood and agreed that the Owner shall cause all necessary connecting lines to the existing sewer to be installed at his sole cost and expense, all in conformity with the laws of the City.

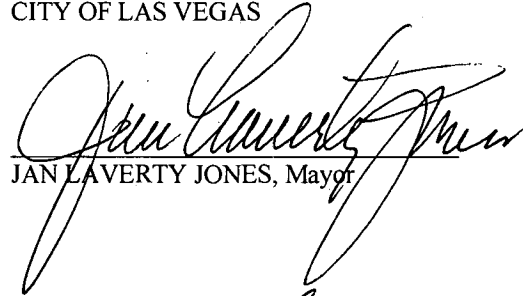
It is further understood and agreed that the Owner shall pay an annual sewer service charge in the amount of the then prevailing annual sewer service charge which applies to property which is situated within the corporate boundaries of the City and devoted to the same type of use. The first such annual payment shall be made upon the connection of said described real property to the City's sewage collection system, and each subsequent annual payment shall be made each anniversary of such connection.

The Owner further agrees that the City may annex said described real property into its corporate boundaries as soon as it may legally do so in accordance with the then applicable laws.

This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

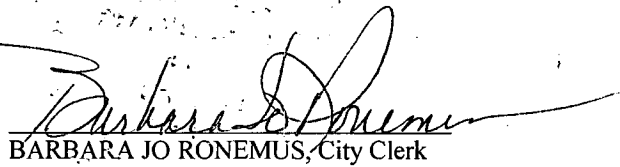
CITY OF LAS VEGAS


JAN LAVERTY JONES, Mayor

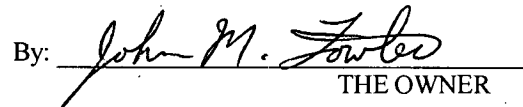
 3-17-99

Approved as to form: City Attorney's Office

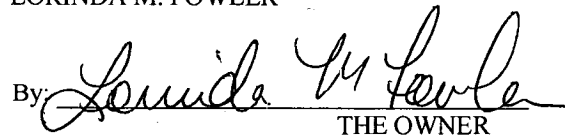
ATTEST:


BARBARA JO RONEMUS, City Clerk

JOHN M. FOWLER

By: 
THE OWNER

LORINDA M. FOWLER

By: 
THE OWNER

1612 LEANING PINE WAY
LAS VEGAS, NEVADA 89128

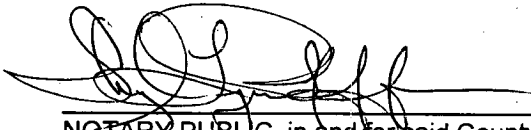
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEVADA

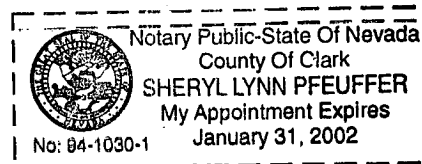
)
) ss.
)

COUNTY OF CLARK

On this 22 day of February, 1999, personally appeared before me, a Notary Public in and for the County of Clark, State of Nevada, John M Fowler and Lorinda M. Fowler known to me to be the persons S described in and who executed the above instrument, and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.



NOTARY PUBLIC, in and for said County and State

My Commission Expires: January 31, 2002

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL

The undersigned, being owners of real property situated within the boundaries of the territory hereinafter described, do hereby petition the City Council to annex and include within the corporate limits of the City of Las Vegas, Nevada, pursuant to the provisions of the Nevada Revised Statutes 268.570 through 268.608, inclusive, the territory being more particularly described as follows, to-wit:

a vacant lot (approximately .50 acres) located on the 4200 block of Quadrel Street, on the west side, north of Hickam Avenue, as shown on exhibit "A", with a proposed usage of a Single Family Residence - APN#138-04-707-005

Number of Acres to be Annexed:

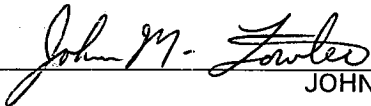
.50

General Location of Annexation Area:

the 4200 block of Quadrel Street, on the west side,
north of Hickam Avenue, as shown on exhibit "A"

Respectfully submitted,

Signature:



JOHN M. FOWLER



LORINDA M. FOWLER

Name (Print): JOHN M. FOWLER AND LORINDA M. FOWLER

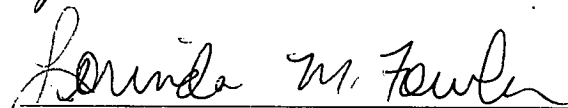
Address: 1612 LEANING PINE WAY
LAS VEGAS, NEVADA 89128

Telephone: (702)295-0683AGREEMENT

We, the Petitioners requesting annexation into the City of Las Vegas, offer this Petition for Annexation as consideration for the furnishing of sewer services by the City of Las Vegas to our property, as described above. We understand that the City will not undertake the actual annexation process until our property meets the requirements outlined in NRS 268.570 through 268.608.

We intend this Petition and Agreement to be for the express benefit of the above-described property. We intend this Petition and Agreement to be binding against ourselves, our heirs and our assigns upon furnishment of said sewer services. We intend that subsequent purchasers of the above-described property be put on notice of this covenant running with the land, and, for that purpose hereby consent that this Petition and Agreement shall be recorded.


 JOHN M. FOWLER


 LORINDA M. FOWLER

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEVADA

COUNTY OF CLARK

)
) ss.
)

On this 22 day of February, 1999, personally appeared
 before me, a Notary Public in and for the County of Clark, State of Nevada,
John M. Fowler and Lorinda M. Fowler known to me to be the person s described in and who
 executed the above instrument, and who acknowledged to me that the executed the same freely and
 voluntarily and for the uses and purposes therein mentioned.


 NOTARY PUBLIC, in and for said County and State

My Commission Expires: January 31, 2002



CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999

City of Las Vegas

AGENDA & MINUTES

Page 30

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**DEPARTMENT OF PUBLIC WORKS -
CONSENT****SEWER CONNECTION AND APPROVAL OF
INTERLOCAL CONTRACT WITH CLARK
COUNTY SANITATION DISTRICT**

59 **CHRISTOPHER AND SANDRA PAYAN** (un-named cul de sac south of Brooks Avenue, east of Maverick Street APN#134-14-602-006)

Request to connect one lot approximately .05 acres with a proposed usage of a single family residence to the City sewer from property located in Clark County an un-named cul de sac south of Brooks Avenue, east of Maverick; the applicant proposes to connect to the existing 8" sewer main located in Brooks Avenue; City limit is adjacent to this site

Recommendation: APPROVAL, for the single family residence only, subject to conformance with all City Codes and Department standards and off-site improvements being installed per City standards. It is also recommended that the Mayor be authorized to sign the Interlocal Contract

McDONALD - Motion to APPROVE:**Items 5 through 13****Items 15 through 42****Items 44 through 63****- carried UNANIMOUSLY****Items 3 and 4:****APPROVED under separate action**
(see individual items)**Item 14:****STRICKEN under separate action**
(see individual item)**Item 43:****APPROVED under separate action**
(see individual item)

There was no related discussion.

(10:45 - 10:46)

1-452

CITY COUNCIL

MEETING OF

FEBRUARY 22, 1999**AGENDA DOCUMENTATION**

TO:

City Council

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

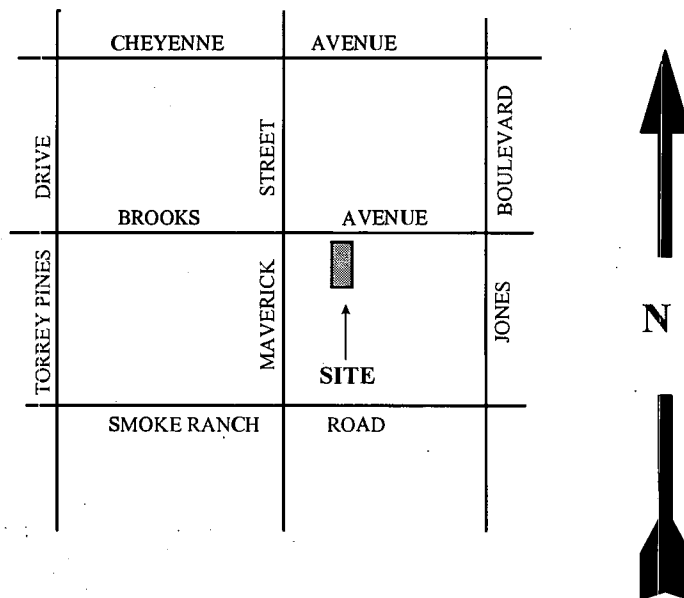
SEWER CONNECTION AND APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY SANITATION DISTRICT - CHRISTOPHER AND SANDRA PAYAN (UN-NAMED CUL DE SAC SOUTH OF BROOKS AVENUE, EAST OF MAVERICK STREET APN#138-14-602-006)

PURPOSE/BACKGROUND

This request is to connect one lot, approximately .5 acres, with a proposed usage of a single family residence, to the City sewer from property located in Clark County, an un-named cul de sac south of Brooks Avenue, east of Maverick Street, APN#138-14-602-006. The applicant proposes to connect to the existing 8" sewer main located in Brooks Avenue.

The City limit is located adjacent to this site.

The proposed use of this parcel conforms to the City's General Plan for the area. It is understood that the city will provide sewer service only and no commitment for water is included with the approval. The applicant will be required to sign a "Sewer Connection Agreement" and a "Petition for Annexation" An Interlocal Contract was approved by the Clark County Sanitation District on January 15, 1999. Fees will be determined and paid prior to connection.

**FISCAL IMPACT**

None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL, for the single family residence only, subject to conformance with all City Codes and Department standards and off-site improvements being installed per City standards. It is also recommended that the Mayor be authorized to sign the Interlocal Contract. Staff to proceed.

Agenda Item

59

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 15TH day of JANUARY, 1999 by and between the CLARK COUNTY SANITATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or undertaking which the agency is authorized by law to perform; and

WHEREAS, the CITY provides sewage treatment at its own facilities; and

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by CHRISTOPHER AND SANDRA PAYAN (approximately 0.5 acres -- vacant land: Parcel No. 138-14-602-006) which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer

service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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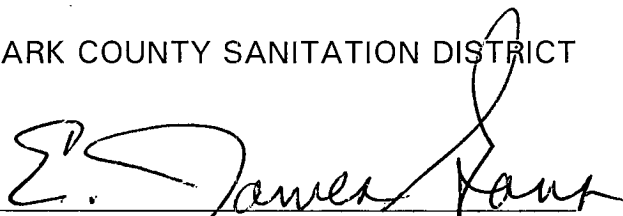
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6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

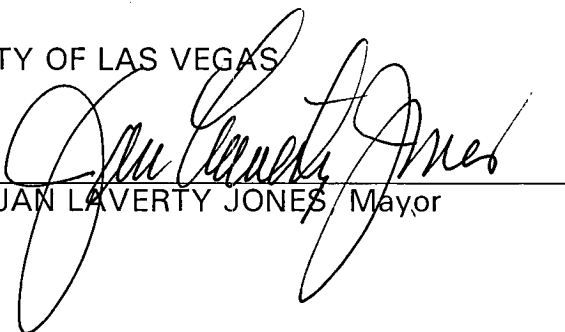
CLARK COUNTY SANITATION DISTRICT

By

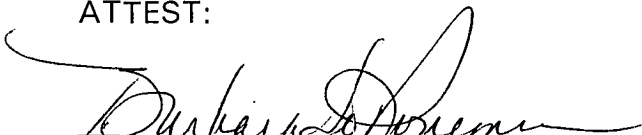

E. JAMES GANS, Director

CITY OF LAS VEGAS

By

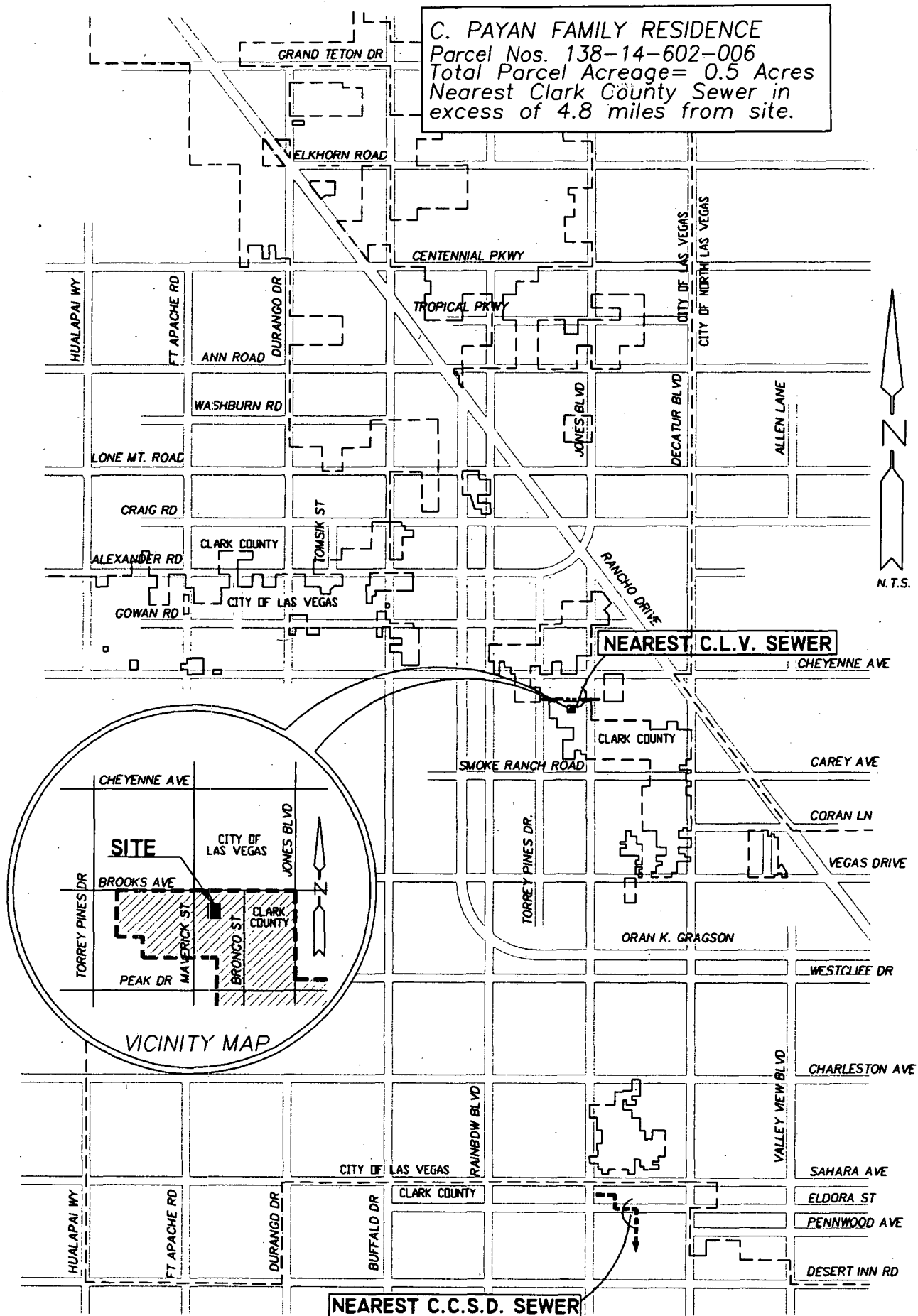

JAN LAVERTY JONES, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  3-17-99
Deputy City Attorney



Approved by City Council: 2/22/99SEWER CONNECTION AGREEMENT

THIS SEWER CONNECTION AGREEMENT (the "Agreement" herein), made and entered into this ____ day of _____, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "City"), and CHRISTOPHER PAYAN AND SANDRA PAYAN, 7416 FORT WILKINS DRIVE, LAS VEGAS, NEVADA . 89129 (hereinafter referred to as "Owner").

WITNESSETH

WHEREAS, the City is able to furnish sewer service to the following described real property which is owned by the Owner and is situated outside the corporate boundaries of the City, to-wit:

A parcel, (approximately .5 acres), consisting of vacant land with a proposed usage of a SINGLE FAMILY RESIDENCE, located IN A CUL DE SAC (NOT CURRENTLY NAMED) ONE BLOCK EAST OF MAVERICK STREET, ON BROOKS AVENUE (APN# 138-14-602-006).

WHEREAS, the Owner has applied to the City to connect said described real property to the City's sewage collection system, and the City is willing to do so;

NOW, THEREFORE, for and in consideration of the Owner's agreeing to pay the sum of To be determined at time of connection (the "Connection Fee" herein), the City hereby agrees that the Owner may connect a sewer line from said described real property to an extension of the City's sewage collection system at the point which is the nearest and most practical with respect to said real property. The Connection Fee shall be paid in the following manner:

At the time of connection

It is understood and agreed that the Owner shall cause all necessary connecting lines to the existing sewer to be installed at his sole cost and expense, all in conformity with the laws of the City.

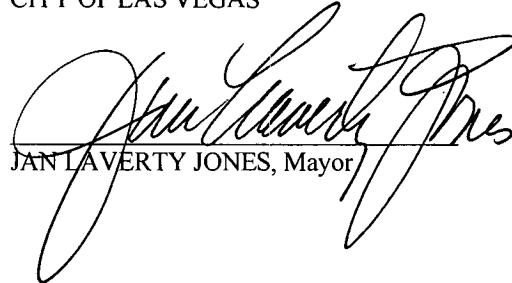
It is further understood and agreed that the Owner shall pay an annual sewer service charge in the amount of the then prevailing annual sewer service charge which applies to property which is situated within the corporate boundaries of the City and devoted to the same type of use. The first such annual payment shall be made upon the connection of said described real property to the City's sewage collection system, and each subsequent annual payment shall be made each anniversary of such connection.

The Owner further agrees that the City may annex said described real property into its corporate boundaries as soon as it may legally do so in accordance with the then applicable laws.

This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

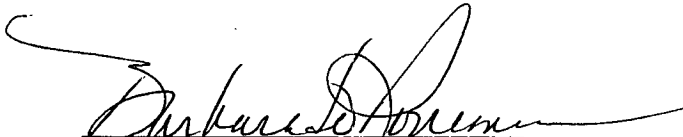
CITY OF LAS VEGAS


JAN LAVERTY JONES, Mayor

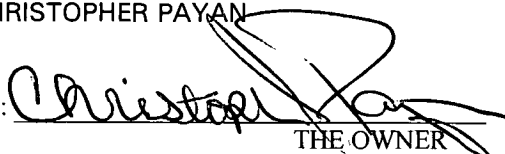
Thomas R. Green 3-17-99

Approved as to form: City Attorney's Office

ATTEST:


BARBARA JO RONEMUS, City Clerk

CHRISTOPHER PAYAN

By: 
THE OWNER

SANDRA PAYAN

By: 
THE OWNER

7416 FORT WILKINS DRIVE
LAS VEGAS, NEVADA 89129

INDIVIDUAL ACKNOWLEDGEMENT

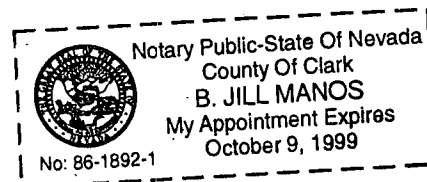
STATE OF NEVADA

COUNTY OF CLARK

)
) ss.
)

On this 8th day of February, 1999, personally appeared
 before me, a Notary Public in and for the County of Clark, State of Nevada,
CHRISTOPHER BYRON / SANDRA BYRON known to me to be the person S described in and who
 executed the above instrument, and who acknowledged to me that They executed the same freely and
 voluntarily and for the uses and purposes therein mentioned.

B. Jill Manos
 NOTARY PUBLIC, in and for said County and State
 My Commission Expires: OCT 9 1999



PETITION FOR ANNEXATION

TO: THE CITY COUNCIL

The undersigned, being owners of real property situated within the boundaries of the territory hereinafter described, do hereby petition the City Council to annex and include within the corporate limits of the City of Las Vegas, Nevada, pursuant to the provisions of the Nevada Revised Statutes 268.570 through 268.608, inclusive, the territory being more particularly described as follows, to-wit:

a lot (approximately .5 acres) located IN A CUL DE SAC (NOT CURRENTLY NAMED) ONE BLOCK EAST OF MAVERICK STREET, ON BROOKS AVENUE, with a proposed use of a SINGLE FAMILY RESIDENCE - APN#138-14-602-006

Number of Acres to be Annexed:

.5

General Location of Annexation Area:

A CUL DE SAC (NOT CURRENTLY NAMED)
ONE BLOCK EAST OF MAVERICK STREET, ON
BROOKS AVENUE

Respectfully submitted,

Signature:

CHRISTOPHER PAYAN

SANDRA PAYAN

Name (Print): CHRISTOPHER PAYAN AND SANDRA PAYANAddress: 7416 FORT WILKINS DRIVE
LAS VEGAS, NEVADA 89129Telephone: (702)596-4414AGREEMENT

We, the Petitioners requesting annexation into the City of Las Vegas, offer this Petition for Annexation as consideration for the furnishing of sewer services by the City of Las Vegas to our property, as described above. We understand that the City will not undertake the actual annexation process until our property meets the requirements outlined in NRS 268.570 through 268.608.

We intend this Petition and Agreement to be for the express benefit of the above-described property. We intend this Petition and Agreement to be binding against ourselves, our heirs and our assigns upon furnishment of said sewer services. We intend that subsequent purchasers of the above-described property be put on notice of this covenant running with the land, and, for that purpose hereby consent that this Petition and Agreement shall be recorded.

CHRISTOPHER PAYAN

SANDRA PAYAN

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEVADA

COUNTY OF CLARK

)
) ss.
)

On this 8th day of February, 1999, personally appeared
 before me, a Notary Public in and for the County of Clark, State of Nevada,
~~CHRISTOPHER LAYON~~ Sandra Layon known to me to be the person S described in and who
 executed the above instrument, and who acknowledged to me that They executed the same freely and
 voluntarily and for the uses and purposes therein mentioned.

B. JILL MANOS
 NOTARY PUBLIC, in and for said County and State

My Commission Expires: Oct 9 1999