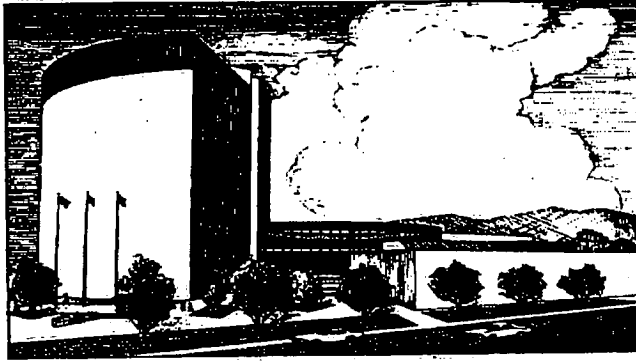




MINUTES

City of Las Vegas

CITY COUNCIL

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

APRIL 12, 1999

INVOCATION:

PLEDGE OF ALLEGIANCE:

CITY COUNCIL

PRESENT

ABSENT

EXCUSED

MAYOR JAN LAVERTY JONES

☒

☐

☐

EXCUSED FROM A.M. SESSION BEFORE 10:35 A.M. AFTER 11:30 A.M. AND FROM P.M. SESSION UNTIL 2:38 P.M.

COUNCILMAN MICHAEL J. McDONALD

☒

☐

☐

MAYOR PRO-TEM

COUNCILMAN ARNIE ADAMSEN

☒

☐

☐

COUNCILMAN GARY REESE

☒

☐

☐

COUNCILMAN LARRY BROWN

☒

☐

☐

VIRGINIA VALENTINE, CITY MANAGER

☒

☐

☐

BRAD JERBIC, CITY ATTORNEY

☒

☐

☐

STEVE GEORGE, DEPUTY CITY ATTORNEY
P.M. SESSION

☒

☐

☐

BARBARA JO RONEMUS, CITY CLERK

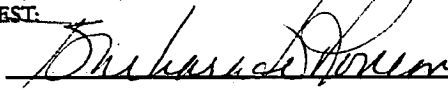
☒

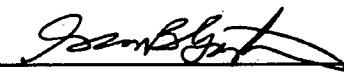
☐

☐

APPROVED BY REFERENCE: MAY 10, 1999

ATTEST:


CITY CLERK


MAYOR

**THIS MEETING
CONTAINS SOME
PAGE(S) THAT ARE
ILLEGIBLE/POOR
QUALITY**

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.

APRIL 12, 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 - REVEREND STEVEN KALAS, NATHAN ADELSON HOSPICE
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE ROY MARTIN MIDDLE SCHOOL STUDENTS
- PRESENTATION RECOGNIZING THE 25TH ANNIVERSARY OF CDBG WEEK
- PROCLAMATION PRESENTATION RECOGNIZING APRIL AS BLUE SKIES MONTH
- PRESENTATION RECOGNIZING REVEREND JESSE D. SCOTT AS THE "CITIZEN OF THE MONTH" FOR APRIL

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 March 8, 1999 and the regular meeting of the Member (City Council of the City of Las Vegas) of the Neon Museum Corporation of March 8, 1999
3. Announcement of the City of Las Vegas Voting Schedule

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.

BUSINESS DEVELOPMENT - CONSENT

4. Approval of the renewal of the Interlocal Contract between the City of Las Vegas and Clark County to provide Yucca Mountain oversight funds to the City of Las Vegas in the amount of \$75,000 for the period 4/1/99-6/30/00

CITY CLERK - CONSENT

5. Action to ratify the City Manager's use of NRS 332.055 Provision to issue Emergency Purchase Order 204009 for imprinting services to Nevada Color Litho for 1999 Municipal Elections (Primary and General), amount not to exceed \$80,000
6. Action to ratify the City Manager's use of NRS 332.055 Provision to issue Emergency Purchase Order 204010 to all American Van & Storage for voting machine transportation costs for 1999 Municipal Elections (Primary and General), amount not to exceed \$30,000

DEPARTMENT OF DETENTION & ENFORCEMENT - CONSENT

7. Approval of an increase in the fees for professional services with Domingo Cambreiro Corporation for specific revisions in the mechanical engineering services to provide the design and contract documents for the Detention Facility Support Services Building

DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT

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

BUSINESS LICENSE APPLICATIONS

SPECIAL EVENT LIQUOR LICENSE

9. Approval of Special Event Liquor License, St. Anne Church and School, Location: 1813 South Maryland Parkway, Dates: April 23, 24, 25, 1999, Type: Special Event Beer/Wine, Responsible Person in Charge: Howard Mann

LIQUOR - New

10. Approval of new Supper Club Liquor License, Bertolini's At Village Square, Inc., dba Bertolini's Authentic Trattoria, 9500 West Sahara Avenue, Thomas J. Baldwin, Dir, Secy, Treas, Elmer N. Wagner, Asst Secy

LIQUOR - Change of Location

11. Approval of change of location for Non-Profit Club General Liquor License subject to the provisions of the planning and fire codes, Elks Paran Lodge #1508, dba Elks Paran Lodge #1508, From: 1236 Blankenship Avenue, To: 600 West Owens Avenue, Joseph Douglas, Mgr

LIQUOR - Approval of Manager

12. Approval of Manager for Package Liquor License, Albertson's, Inc., dba Albertson's Food Center #1616, 3160 North Rainbow Boulevard, Mark E. Simmons, Store Dir
13. Approval of Manager for Package Liquor License, American Drug Stores, Inc., dba Sav-On Drug #2224, 3550 West Sahara Avenue, Steven A. Ralston, Gen Mgr

GAMING - New

14. Approval of new Slot Operator Space Lease Location Restricted Gaming License for 5 slots, United Coin Machine Co., db at Wash N' Save, 235 North Eastern Avenue, Approved by the Nevada Gaming Commission on March 25, 1999
15. Approval of new Slot Operator Space Lease Location Restricted Gaming License for 2 slots, United Coin Machine Co., db at Super Wash, 1549 North Eastern Avenue, Approved by the Nevada Gaming Commission on March 25, 1999

16. Approval of new Slot Operator Space Lease Location Restricted Gaming License for 4 slots, United Coin Machine Co., db at Rancho Circle Laundromat, 2401 West Bonanza Road, Q, Approved by the Nevada Gaming Commission on March 25, 1999
17. Approval of new Slot Operator Space Lease Location Restricted Gaming License for 4 slots, United Coin Machine Co., db at Laundry Basket, 679 North Nellis, Approved by the Nevada Gaming Commission on March 25, 1999
18. Approval of new Slot Operator Space Lease Location Restricted Gaming License for 6 slots, Sunset Coin, Inc., db at 7 Eleven Food Store #20213, 2339 North Jones Boulevard, Approved by the Nevada Gaming Commission on March 25, 1999
19. Approval of new Slot Operator Space Lease Location Restricted Gaming License for 4 slots, Cardivan Company, db at Villa Pizza I, 2211 South Maryland Parkway, Suite A, Approved by the Nevada Gaming Commission on March 25, 1999
20. Approval of new Slot Operator Space Lease Location Restricted Gaming License for 10 slots, Las Vegas Gaming Co., db at B.P.O. Elks Lodge #1468, 4100 West Charleston Boulevard, Approved by the Nevada Gaming Commission on March 25, 1999

BURGLAR ALARM SERVICE - New/Approval of Manager

21. Approval of new Burglar Alarm Service License and approval of manager, Gaylord Industries, Inc., dba Gaylord Security Systems, 3167 West Tompkins Avenue, Robert K. Gaylord, Pres, 100%, John W. Barrett, Mgr

INDEPENDENT MESSAGE THERAPISTS - New

22. Approval of new Independent Massage Therapist License, Cathy A. DellaVedova, dba Cathy A. DellaVedova, 4720 West Sahara Avenue, Cathy A. DellaVedova, 100%
23. Approval of new Independent Massage Therapist License, Carol Lee Stober, dba Carol Lee Stober, 2761 Cape Hope Way, Carol L. Stober, 100%
24. Approval of new Independent Massage Therapist License, Lynette Wilson, dba Lynette Wilson, 5713 Berwick Falls Lane, Lynette R. Wilson, 100%
25. Approval of new Independent Massage Therapist License, Paula A. Williams, dba Tender Touch Massage, 3750 South Arville Street, #199, Paula A. Williams, 100%
26. Approval of new Independent Massage Therapist License, Krista K. Dunsmoor, dba Krista K. Dunsmoor, 5025 Nellis Oasis Lane, #354, Krista K. Dunsmoor, 100%
27. Approval of new Independent Massage Therapist License, Zhuo Hong Li, dba Zhuo Hong Li, 4035 West Sahara Avenue, Zhuo H. Li, 100%
28. Approval of new Independent Massage Therapist License, Body & Spirit Massage, Inc., dba Body & Spirit Massage, Inc., 3375 East Russell Road, Suite 1F, Nicolette K. Davis, Dir, Pres, Secy, Treas, 100%
29. Approval of new Independent Massage Therapist License, C J Leon, dba C J Leon, 1930 Village Center Circle, Suite 11, Carlos M. Leon, Jr., 100%
30. Approval of new Independent Massage Therapist License, Clarence Burt, dba Clarence Burt, 4208 Hazelcrest Drive, Clarence P. Burt, 100%

LOCKSMITH LICENSE - Change of Location

31. Approval of change of location for Locksmith License subject to the provisions of the planning codes, Guillermo Estrada, dba Tony's Locksmith, From: 708 Stanford Street, To: 1639 East Charleston Boulevard, Suite 1, Guillermo Estrada, 100%

MARTIAL ARTS INSTRUCTION BUSINESS - New

32. Approval of new Martial Arts Instruction Business License, Matthew L. Small, dba Chinese Shao Lin Center, 3021 East Charleston Boulevard, Suite D, Matthew L. Small, 100%

MASSAGE ESTABLISHMENTS - New

33. Approval of new Massage Establishment License, Jinli Ran, dba J. J. Acupressure & Massage Therapy, 4211 West Sahara Avenue, Suite C, Jinli Ran, 100%
34. Approval of new Massage Establishment License, Brenda L. Bailey, dba Genesis Therapeutic Massage And Body Work, 1100 East Sahara Avenue, Suite 101-A, Brenda L. Bailey, 100%
35. Approval of new Massage Establishment License, George M. Shimoyama, dba On-Site Stress Relief, Inc., 7250 West Lake Mead Boulevard, George M. Shimoyama, Pres, 100%

36. Approval of new Massage Establishment License, F.L. Smith LLC, dba Fabulous Freddy's Car Wash, 1101 South Fort Apache Road, Fred L. Smith, Member, 100%

ROCK CONCERT PROMOTER - New

37. Approval of new Rock Concert Promoter License, Raz Entertainment, Inc., dba Raz Entertainment, Inc., 5001 East Bonanza Road, Suite 166, Tommy Ramirez, Pres, 100%

SECONDHAND DEALER LICENSE - New

38. Approval of new Class III-B Secondhand Dealer License, David Ellis, dba David Ellis, 1818 Industrial Road, David J. Ellis, 100%

AWARD OF BIDS/REJECTIONS/RENEWALS/TERMINATIONS

39. Award of bid number 99.53541.07, Contract 19 demolition/flood control at the Water Pollution Control Facility; and approve the construction conflict and contingency account - Department of Public Works - Award recommended to: BOULDER CONSTRUCTION. (\$2,033,737)
40. Rejection of bid and award of bid number 990026, annual requirements contract for traffic controllers, cabinets and video detectors - Department of Public Works - Award recommended to: VARIOUS SUPPLIERS (See Bid Abstract Summary) (Estimated annual aggregate amount of \$1,709,652.50)
41. Award of bid number 990044, annual sodium hypochlorite and sodium bisulfite solutions - Department of Public Works - Award recommended to: THATCHER NEVADA, L.L.C (Estimated annual amount of \$1,540,500)
42. Rejection of bids and award of bid number 990041, annual requirements contract for traffic masts & poles; various signal assemblies and replacement parts - Department of Public Works - Award recommended to: VARIOUS SUPPLIERS (See Bid Abstract Summary) (Estimated annual aggregate amount of \$453,700)
43. Rejection of bid and award of bid number 990045, annual requirements contract for traffic paint - Department of Public Works - Award recommended to: PERVO PAINT COMPANY (Estimated annual amount of \$80,000)
44. Rejection of bid and award of bid number 990054, annual requirements contract for fencing - Department of Public Works - Award recommended to: THE TIBERTI FENCE COMPANY (Estimated annual amount of \$80,000)
45. Award of bid number 990056, annual requirements contract for elevator maintenance - Department of Public Works - Award recommended to: THYSSEN/DOVER ELEVATOR (Estimated annual amount of \$60,000)
46. Preapproval of bid number 990060-LED, consulting services to review and develop the Year 2000 emergency and contingency plan, to the best qualified consultant submitting a proposal - Department of Information Technology - (Estimated amount of \$50,000)
47. Award of bid number 990050, Janitorial Services at various Leisure Services facilities - Department of Public Works - Award recommended to: BEST JANITORIAL SERVICES (Estimated amount of \$30,975)
48. Award of bid number 990049, annual requirements contract for fire alarm inspections - Department of Public Works - Award recommended to: GRINNEL FIRE PROTECTION (Estimated annual amount of \$28,700)
49. Request for substitution of subcontractor of bid number 99.53541.04, construction of the Northwest Water Resource Center from Steel Engineers, to Century Steel, Inc. - Department of Public Works - Award recommended to: CENTURY STEEL, INC.
50. Request for substitution of subcontractor of bid number 99.53541.04, construction of the Northwest Water Resource Center from Heavy Duty, L.L.C., to Tab Contractors, Inc. - Department of Public Works - Award recommended to: TAB CONTRACTORS, INC.

PURCHASE ORDER APPROVALS/REVISIONS

51. Approval of a purchase order for one Tymco Regenerative Street Sweeper - Department of Public Works - Award recommended to: SOUTHERN NEVADA EQUIPMENT (\$122,994)
52. Approval of revision to annual purchase orders for alternative public defenders to cover court proceedings - Department of Municipal Courts - Award recommended to: VARIOUS SUPPLIERS (Estimated annual aggregate amount of \$40,000)
53. Revision Number One to purchase order 201958, Trimble Global Positioning System, base station and receiver - Department of Public Works - Award recommended to: TRIMBLE NAVIGATION, LTD (\$395)

APPROVAL OF AGREEMENTS/AUTHORIZATIONS

54. Approval of a license agreement for the licenses, upgrades and new products provided by Microsoft Software; and the rejection of bid and award of bid number 990063, Microsoft Enterprise Service for license monitoring service - Department of Information Technologies - Award of license agreement recommended to: MICROSOFT CORPORATION - Award of license monitoring services recommended to: WAREFORCE, INC. (Estimated total amount of \$1,270,442.75)
55. Approval of an Interlocal agreement for paramedic training and re-certification - Department of Fire Services - Award recommended to: UNIVERSITY MEDICAL CENTER (Estimated annual amount of \$50,000)

DEPARTMENT OF HUMAN RESOURCES - CONSENT

56. Report of new hires - March 1 - 15, 1999 - Inspector (X), Building & Safety; Deputy City Marshal (ER), Detention & Enforcement; Public Safety Technician, Detention & Enforcement; Purchasing & Contracts Manager, Finance & Business Services; Office Specialist II, Finance & Business Services; Sr. Engineering Associate, Public Works; Communications Specialist, Fire Services; Development Project Officer (X), Neighborhood Services

NEIGHBORHOOD SERVICES - CONSENT

57. Approval of loan documents for a \$35,000 Community Development Block Grant Revolving Loan Fund Loan to Karen Edwards dba Caren's Cakes, Bakery and Deli, 1136 S. Decatur Boulevard
58. Approval of a Community Development Block Grant (CDBG) funded Housing Rehabilitation Loan change order in the amount of \$6,027.95, for Michael and Linda Buckles, owners, 1004 W. Washington Avenue

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

59. From: IRON MOUNTAIN RANCH LLC, A NEVADA LIMITED LIABILITY COMPANY; To: City of Las Vegas; For: Portion of the Northeast Quarter (NE ¼) of Section 13, T19S, R60E, M.D.M., for dedication of rights-of-way located on Whispering Sands Drive, east of Decatur Boulevard (3-9-99) 125-13-501-002
60. From: GRAND TETON, LLC, A NEVADA LIMITED LIABILITY COMPANY; To: City of Las Vegas; For: Portion of the Northwest Quarter (NW ¼) of Section 13, T19S, R60E, M.D.M., for dedication of rights-of-way located on Whispering Sands Drive, between Leon Avenue and Bradley Road (3-9-99) 125-13-101-001
61. From: AHP OF NEVADA, INC., A NEVADA CORPORATION; To: City of Las Vegas; For: Portions of the Southwest Quarter (SW ¼) of Section 10, T20S, R60E, M.D.M., for dedication of rights-of-way located on Buffalo Drive, Delhi Avenue and Tloga Way (2-19-99) 138-10-301-018
62. From: RAINBOW CORPORATE CENTER L.P., A NEVADA LIMITED PARTNERSHIP, WHO ACQUIRED TITLE AS RAINBOW CORPORATION CENTER LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, AS TO AN UNDIVIDED 83.758 PERCENT INTEREST AND DAVID M. RICE AND KAREN W. RICE, TRUSTEES OF THE DAVID M. RICE AND KAREN W. RICE FAMILY TRUST U/A/D JULY 8, 1980, AS TO AN UNDIVIDED 16.242 PERCENT INTEREST; To: City of Las Vegas; For: Portion of the Southeast Quarter (SE ¼) of Section 27, T20S, R60E, M.D.M., for dedication of right-of-way located on the southwest corner of Washington Avenue and Rainbow Boulevard (2-10-99) 138-27-701-004 & 138-27-799-005

RIGHT OF WAY GRANTS FOR DRAINAGE PURPOSES

63. From: RAINBOW CORPORATE CENTER L.P., A NEVADA LIMITED PARTNERSHIP, WHO ACQUIRED TITLE AS RAINBOW CORPORATION CENTER LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, AS TO AN UNDIVIDED 83.758 PERCENT INTEREST AND DAVID M. RICE AND KAREN W. RICE, TRUSTEES OF THE DAVID M. RICE AND KAREN W. RICE FAMILY TRUST U/A/D JULY 8, 1980, AS TO AN UNDIVIDED 16.242 PERCENT INTEREST; To: City of Las Vegas; For: Portion of the Southeast Quarter (SE ¼) of Section 27, T20S, R60E, M.D.M., for a drainage easement located on the southwest corner of Washington Avenue and Rainbow Boulevard (2-10-99) 138-27-701-004
64. From: AHP OF NEVADA, INC., A NEVADA CORPORATION; To: City of Las Vegas; For: Portion of the Southwest Quarter (SW ¼) of Section 10, T20S, R60E, M.D.M., for a drainage easement located east of Buffalo Drive, south of Delhi Avenue (2-19-99) 138-10-301-018

65. From: C & E PARTNERSHIP, AN ILLINOIS GENERAL PARTNERSHIP; To: City of Las Vegas; For: Portion of the Southeast Quarter (SE ¼) of Section 11, T20S, R60E, M.D.M., for a drainage easement located north of Cheyenne Avenue, east of Bronco Street (2-9-99) 138-11-804-013
66. From: CHEYENNE INVESTMENT LIMITED LIABILITY COMPANY, A NEVADA LIMITED LIABILITY COMPANY; To: City of Las Vegas; For: Portion of the Southeast Quarter (SE ¼) of Section 9, T20S, R60E, M.D.M., for a drainage easement located west of Buffalo Drive, north of Cheyenne Avenue (previously recorded in the Office of the Recorder, Clark County, Nevada in Book 990317 as Instrument No. 02391) (2-26-99) 138-09-821-002

RIGHT OF WAY GRANT FOR SEWER PURPOSES

67. From: CHEYENNE-FT. APACHE LLC, A NEVADA LIMITED LIABILITY COMPANY; To: City of Las Vegas; For: Portion of the Southwest Quarter (SW ¼) of Section 8, T20S, R60E, M.D.M., for a sewer easement located on the northeast corner of Ft. Apache and Cheyenne Avenue (3-17-99) 138-08-401-014

RIGHT OF WAY GRANT FOR INGRESS AND EGRESS PURPOSES

68. From: U-HAUL INTERNATIONAL, INC.; To: City of Las Vegas; For: Portion of the Northeast Quarter (NE ¼) of Section 32, T20S, R62E, M.D.M., for an ingress and egress easement located on Nellis Boulevard, north of Stewart Avenue (3-8-99) 140-32-601-004
69. From: AHP OF NEVADA, INC., A NEVADA CORPORATION; To: City of Las Vegas; For: Portion of the Southwest Quarter (SW ¼) of Section 10, T20S, R60E, M.D.M., for ingress and egress easements located on Buffalo Drive and Delhi Avenue (2-19-99) 138-10-301-018

RIGHT OF WAY GRANT FOR SIGHT VISIBILITY RESTRICTION PURPOSES

70. From: U-HAUL INTERNATIONAL, INC.; To: City of Las Vegas; For: Portion of the Northeast Quarter (NE ¼) of Section 32, T20S, R62E, M.D.M., for sight visibility restriction easements located on Nellis Boulevard, north of Stewart Avenue (3-8-99) 140-32-601-004
71. From: AHP OF NEVADA, INC., A NEVADA CORPORATION; To: City of Las Vegas; For: Portion of the Southwest Quarter (SW ¼) of Section 10, T20S, R60E, M.D.M., for sight visibility restriction easements located on Buffalo Drive and Delhi Avenue (2-19-99) 138-10-301-018

RIGHT OF WAY GRANT FOR TRAFFIC PURPOSES

72. From: HOUSING AUTHORITY OF THE CITY OF LAS VEGAS, NEVADA; To: City of Las Vegas; For: Portion of the Northwest Quarter (NW ¼) of Section 26, T20S, R61E, M.D.M., for traffic easements located on the northwest and southwest corners of Searles Avenue and Bruce Street (3-16-99) 139-26-102-008 & 139-26-201-005

DECLARATION OF UTILIZATION

73. From: BUREAU OF LAND MANAGEMENT; To: City of Las Vegas; For: Portion of the Southwest Quarter (SW ¼) of Section 8, T20S, R60E, M.D.M., for road purposes, located on the west side of Dapple Gray Road, north of Cheyenne Avenue 138-08-401-014

ASSIGNMENT OF SEWER EASEMENT AGREEMENT

74. From: BODIE, INC., A NEVADA CORPORATION; To: City of Las Vegas; For: Portion of the Southwest Quarter (SW ¼) of Section 8, T20S, R60E, M.D.M., for a sewer easement located on the north side of Cheyenne, east of Ft. Apache Road (3-22-99) 138-08-401-013

ENCROACHMENT REQUESTS

75. AMERICAN STORES PROPERTIES, INC., Owner, (Southeast corner of Buffalo Drive and Vegas Drive - Lucky/Sav-Ons); Applicant proposes to encroach into the public right of way on the southeast corner of Buffalo Drive and Vegas Drive; consisting of approximately 201 feet of landscaping on Buffalo Drive and 453 feet on Vegas Drive (along the property line) which will consist of rock ground cover, various types and heights of shrubbery, Atlas Cedar trees and African Sumac trees.
76. Pentacore Engineering on behalf of PECCOLE 1982 TRUST AND WILLIAM AND WANDA PECCOLE FAMILY L.P., Owner (Southwest corner of Rampart Boulevard and Alta Drive); Applicant proposes to encroach into the public right of way on the southwest corner of Rampart Boulevard and Alta Drive; consisting of landscaping of turf area with grass and an irrigation system line along Rampart Boulevard approximately 260 feet from Alta Drive and along Alta Drive approximately 160 feet from Rampart Boulevard.

SEWER CONNECTION AND APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY SANITATION DISTRICT

77. WALTER CLYDE PEARSON TRUST, Owner (Grand Teton, west of Durango Drive); Request to connect one vacant lot, approximately 2.2 acres, with a proposed usage of single family dwellings, to the City sewer from property located in Clark County on Grand Teton Drive, west of Durango Drive; applicant proposes to connect to the existing 21" line sewer main located at the intersection of Grand Teton and Durango Drive; City limit is adjacent to this site; the proposed usage of this parcel conforms to the City's General Plan of the area.

REPORT/ACTION ITEMS

- 78. **ABEYANCE ITEM** - Approval of a professional services agreement with Cella Barr Associates for design of the Northwest Soccer Complex
- 79. Approval of Autocad Land Development and Architectural Services desktop upgrade and VIP software subscription
- 80. Approval of a sewer refunding agreement with PN II, Inc. d.b.a. Pulte Homes of Nevada for oversizing of Eagle Creek Estates North Unit 1
- 81. Approval of a professional services agreement with Dunham Associates Consulting Engineers for design services on a new waste water system in the City Hall tower breakrooms
- 82. Approval of an interlocal agreement with the Las Vegas Valley Water District for activities relating to Durango Drive improvements - Cheyenne Avenue to Lone Mountain Road
- 83. Approval of a professional services agreement with KGA Architecture for the design of the Stewart Avenue parking garage
- 84. Approval of an Interlocal agreement with Clark County for construction of improvements on Jones Boulevard (Rancho Drive to Centennial Parkway - Special Improvement District No. 1471)
- 85. Approval of a professional services agreement with Converse Consultants for material testing and special inspection services on the Northwest Water Resource Center
- 86. Approval of a professional services agreement with American Consultants Engineering Partnership for the design of Westcliff Drive from Cimarron Road to Rainbow Boulevard
- 87. Approval of a professional services agreement with Kitchell Contractors, Inc., for construction management and review of contract bid documents for the construction of the Stewart Avenue parking garage
- 88. Approval of a professional services agreement with Carter and Burgess to design the Oakey Storm Drain and prepare an amendment to the Clark County Regional Flood District Master Plan to increase the size of the Meadows Detention Basin

TRAFFIC & PARKING ITEM

- 89. Approval of a request to change the speed limit on Bonanza Road between Mojave Road and Nellis Boulevard from 45 mph to 35 mph

IV. RESOLUTIONS - CONSENT

- 90. **R-26-99** - Approval of a Resolution reducing the interest rate on certain assessments in the City of Las Vegas, Nevada Special Improvement District No. 404 (Summerlin Area)
- 91. **R-27-99** - Approval of a Resolution Directing City Treasurer to Prepare Twenty-Ninth Assessment Apportionment Report re: Special Improvement District No. 404 ((Summerlin Area)
- 92. **R-28-99** - Approval of a Resolution Approving Twenty-Ninth Assessment Apportionment Report re: Special Improvement District No. 404 (Summerlin Area)
- 93. **R-29-99** - Approval of a Resolution Disposing of Protest re: Special Improvement District No. 1470 - Buffalo (Cheyenne Avenue to Lone Mountain Road) and Craig Road (US-95 to Buffalo Drive)
- 94. **R-30-99** - Approval of a Resolution Disposing of Protests re: Special Improvement District No. 1471 Jones Boulevard (Rancho Drive to Centennial Parkway)
- 95. **R-31-99** - Approval of a Resolution to amend Schedule 25-II and 25-IV in accord with Traffic & Parking Item 89

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

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

- 96. Ratification of Willard Tim Chow as Director of the Planning & Development Department
- 97. Discussion and possible action to renew the Interlocal Contract between the City of Las Vegas and Clark County to hire a lobbying firm to oppose pending congressional legislation that would locate a temporary nuclear waste storage facility at Yucca Mountain
- 98. Discussion and possible action to renew the contract between the City of Las Vegas and Alcalde & Fay to lobby against pending congressional legislation that would locate a temporary nuclear waste storage facility at Yucca Mountain

BUSINESS DEVELOPMENT - DISCUSSION

- 99. Discussion and possible action to approve the Agreement between City of Las Vegas and CityCentre Development Corporation for City staff services

CITY ATTORNEY - DISCUSSION

- 100. **ABEYANCE ITEM** - Appeal of Work Card Denial: Mr. Thomas Roy Leow, 5887 Laredo Street, Las Vegas, NV 89146
- 101. **ABEYANCE ITEM** - Appeal of Work Card Denial: Ms. Francis Xavier Dumas-Justice, 3001 Lake East Drive, #1066, Las Vegas, NV 89117
- 102. Appeal of Work Card Denial: Mr. Ross Lee Brady, 515 Desert Lane #23, Las Vegas, NV 89106
- 103. Appeal of Work Card Denial: Mr. Luis Alberto Carbajal, 6250 Hargrove Avenue #51, Las Vegas, NV 89107
- 104. Appeal of Work Card Denial: Ms. Tracy Lynn Guill, 920 Rockview, #201, Las Vegas, NV 89128
- 105. Appeal of Work Card Denial: Ms. Tina Marie Keswick, 5028 Villa Granada, Las Vegas, NV 89031
- 106. Appeal of Work Card Denial: Mr. Charles Joseph Simpson, 905 Greenbank Street, Las Vegas, NV 89110
- 107. Appeal of Work Card Denial: Mr. Bob J. West, 4615 Lake Mead Boulevard #37, Las Vegas, NV 89115
- 108. Appeal of Work Card Denial: Ms. Sherry Ann Cates, 8304 Apple Glaze Avenue #202, Las Vegas, NV 89128
- 109. Appeal of Work Card Denial: Ms. Archye M. Jett, 1950 N. Walnut Rd. Apt. 205, Las Vegas, NV 89115
- 110. Appeal of Work Card Denial: Ms. Kathleen Baca, 3520 Strutz Avenue, Las Vegas, NV 89110

DEPARTMENT OF DETENTION & ENFORCEMENT - DISCUSSION

DEPARTMENT OF FINANCE & BUSINESS SERVICES - DISCUSSION

INDEPENDENT MASSAGE THERAPIST - New

- 111. Discussion and possible action regarding new Independent Massage Therapist License following discussion of the Las Vegas Metropolitan Police Department Investigative Report, Grygoriy Shevchenko, dba Grygoriy Shevchenko, 4001 Pennwood Avenue, #61, Grygoriy Shevchenko, 100%

LIQUOR - Approval of Manager

- 112. Discussion and possible action regarding approval of manager for Beer/Wine/Cooler Off-Sale Liquor License following discussion of the Las Vegas Metropolitan Police Department Investigative Report, Galaxy Shores, Inc., dba Desert Shores Texaco, 2021 North Buffalo Drive, James J. Palmucci, Gen Mgr

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

113. Discussion and possible action regarding a request for a temporary approval of a change of ownership and business name on a Tavern Liquor License and a new temporary Restricted Gaming License for 15 slots subject to the provisions of the planning and fire codes and Health Department regulations, From: Muldoon's, Inc., dba Pepe Muldoon's Mexican & Irish Pub, Angelo A. Lardas, Dir, Pres, Secy, Treas, 100%, To: H & B Enterprises Inc., dba Bailey's, 4341 North Rancho Drive, Henry G. Noglec, Dir, Pres, 75%, Toby D. Fleharty, Secy, Treas, 25%, Approved by the Nevada Gaming Commission on March 25, 1999

IV. RESOLUTIONS - DISCUSSION

114. R-32-99 - Discussion and possible action to approve a Resolution in support of the Latin Chamber of Commerce and Nevada H.A.N.D. for partnership activities improving opportunities for the community
115. R-33-99 - Discussion and possible action to approve a Resolution confirming the City's support of the Reed Amendment to restore the Community Development Block Grant (CDBG) funding

V. REPORTS FROM RECOMMENDING COMMITTEES

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

116. Bill No. 99-13 - Increases the number of City Council wards and corresponding seats from four to six, subject to voter approval. Sponsored by: Councilman Arnie Adamsen

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.

117. Bill No. 99-12 - Amends Zoning Code to set forth the zoning districts in which tattoo parlors are permitted either as a matter of right or by means of special use permit. Sponsored by: Councilman Michael McDonald

VI. REPORTS FROM REAL ESTATE COMMITTEE

118. Discussion and possible approval of an agreement to void or assign a ground lease agreement for land adjacent to Floyd Lamb State Park with the State of Nevada, previously approved by the City Council on April 27, 1998
119. Discussion and possible approval of first amendments to lease agreements between the City of Las Vegas and various tenants located at the Las Vegas Business Center

VII. BOARDS & COMMISSIONS

120. **TRAFFIC & PARKING COMMISSION** - John J. Lee - Term Expires - 5/3/99
121. **PARK & RECREATION ADVISORY COMMISSION** - Elizabeth "Libby" Woolard-Jones - Term Expires - 3/24/2000 (declined the appointment)
122. Discussion and possible action on the appointment of alternates to the Southern Nevada Regional Planning Coalition

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.

123. Bill No. 99-14 - Annexation No. A-22-98(A), Property Located: On the south side of Azure Drive between Monte Cristo Way and Tenaya Way; Petitioned By: Centennial 95 Limited Partnership; Acreage: Approximately 4.88 acres; Zoned: R-E (County Zoning) U (R) (City Equivalent). Sponsored by: Councilman Larry Brown
124. Bill No. 99-15 - Annexation No. A-23-98(A); Property Located: On the southeast corner of Florine Avenue and El Capitan Way; Petitioned By: American West Homes, Inc.; Acreage: Approximately 5.17 acres; Zoned: R-E (County Zoning) U (DR) (City Equivalent). Sponsored by: Councilman Larry Brown

125. **Bill No. 99-16** - Annexation No. A-24-98(A); Property Located: On the south side of Craig Road, approximately 2,300 feet west of Hualapai Way; Petitioned By: Wellington Builders of North America Limited; Acreage: Approximately 5.44 acres; Zoned: R-U (County Zoning) U (PCD) (City Equivalent). Sponsored by: Councilman Larry Brown
126. **Bill No. 99-17** - Annexation No. A-25-98(A); Property Located: On the southwest corner of Tenaya Way and Regenia Avenue; Petitioned By: Centennial 95 Limited Partnership; Acreage: Approximately 3.53 acres; Zoned: R-E (County Zoning) U (R) (City Equivalent). Sponsored by: Councilman Larry Brown
127. **Bill No. 99-18** - Annexation No. A-31-98(A); Property Located: Between Centennial Parkway and Tropical Parkway and between Durango Drive and El Capitan Way; Petitioned By: Dale L. Fraser, et al.; Acreage: Approximately 77.75 acres; Zoned: R-E (County Zoning) U (PF, L and ML) (City Equivalent). Sponsored by: Councilman Larry Brown
128. **Bill No. 99-19** - Creates District re: Special Improvement District No. 1470 - Buffalo (Cheyenne Avenue to Lone Mountain Road) and Craig Road US-95 to Buffalo Drive). Sponsored by: Step Requirement
129. **Bill No. 99-20** - Creates District re: Special Improvement District No. 1471 - Jones Boulevard (Rancho Drive to Centennial Parkway). Sponsored by: Step Requirement
130. **Bill No. 99-21** - Amends the City's sewer regulations to specifically identify "custodial Institution" as a customer class. Sponsored by: Councilman Arnie Adamson

2:00 P.M. - AFTERNOON SESSION

131. 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

IX. PUBLIC HEARING

132. Public Hearing to consider the report of expenses to recover costs for abatement of dangerous building located at 620 Madison Ave. PROPERTY OWNER: Daryl Muhammad
133. Public Hearing to consider the report of expenses to recover costs for abatement of dangerous building located at 1909 W. Bonanza Ave. PROPERTY OWNER: Harvinder J. Singh

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.

EXTENSION OF TIME

134. **Z-45-94(4)** - **K. V. C., INC.** - Request for an Extension of Time on property located on the north side of Lake Mead Boulevard, approximately 640 feet west of Torrey Pines Drive, for an approved 16,560 square foot retail shopping center, U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Size: 1.05 Acres, Ward 4 (Brown), APN: 138-23-201-003.

REQUEST TO RESCIND PREVIOUS ACTION - REINSTATEMENT AND EXTENSION OF TIME

135. **ABEYANCE ITEM - Z-108-95(2)** - **DAN AND NANCY McCARTAN** - Request to Rescind the Previous Action of Abeyance for 90 days of 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.

REINSTATEMENT AND EXTENSION OF TIME

136. **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
REQUEST TO RESCIND PREVIOUS ACTION - SITE DEVELOPMENT PLAN REVIEW RELATED TO Z-108-95(2)

137. **ABEYANCE ITEM - Z-108-95(3) - DAN AND NANCY McCARTAN** - Request to Rescind the Previous Action of Abeyance for 90 days of an 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 Z-108-95(2)

138. **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.

REZONING - PUBLIC HEARING

139. **ABEYANCE ITEM - Z-98-98 - VALENTINE FAMILY TRUST, ET AL** - Request for a Rezoning on property located on the southwest corner of Elkhorn Road and Pioneer Way From: U (Undeveloped) [R (Rural) General Plan Designation] To: R-PD3 (Residential Planned Development - 3 Units Per Acre), PROPOSED USE: 32 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT, Size: 10.00 Acres, Ward 4 (Brown), APN: 125-22-101-003.

EXTENSION OF TIME - TENTATIVE MAP

140. **TM-81-96(2) - PINE MEADOWS - SPRING MOUNTAIN RANCH, LIMITED LIABILITY COMPANY** - Appeal filed by Jones Vargas on behalf of Spring Mountain Ranch, Limited Liability Company of Planning Commission Condition Nos. 2 through 4 for an Extension of Time for an approved Tentative Map on property located on the southwest corner of Grand Teton Drive and Durango Drive, R-E (Residence Estates) and C-2 (General Commercial) Zones under Resolution of Intent to R-CL (Single Family Compact-Lot), Size: 109.70 Acres, No. of Lots: 633, Ward 4 (Brown).

FINAL MAP

141. **FM-3-99 - SPRING MOUNTAIN RANCH - UNIT 46A - SPRING MOUNTAIN RANCH, LIMITED LIABILITY COMPANY** - Appeal filed by Jones Vargas on behalf of Spring Mountain Ranch, Limited Liability Company of Planning Commission Condition Nos. 2 and 4 of a Final Map on property located south of Iron Mountain Road, east of Fort Apache Road, R-E (Residence Estates) Zone under Resolution of Intent to R-PD6 (Residential Planned Development - 6 Units Per Acre), Size: 0.99 Acres, No. of Lots: 8, Ward 4 (Brown).

SITE DEVELOPMENT PLAN REVIEW

142. **Z-139-88(31) - 5 STAR PROPERTIES ON BEHALF OF NORMAN WILSON** - Request for a Site Development Plan Review on property located on the northwest corner of Sahara Avenue and Fort Apache Road FOR A PROPOSED 8,200 SQUARE FOOT UMC QUICK CARE, C-1 (Limited Commercial) Zone, Size: 0.80 Acres, Ward 2 (Adamsen), APN: 163-06-816-017.
143. **Z-84-86(3) - COURTYARD MANAGEMENT CORPORATION ON BEHALF OF VISION SIGN** - Request for a Site Development Plan Review on property located at 1901 North Rainbow Boulevard TO ALLOW A 75 FOOT HIGH ON-PREMISE PYLON SIGN WITHIN 200 FEET OF A HIGHWAY, U (Undeveloped) Zone [GC (General Commercial) General Plan Designation] under Resolution of Intent to C-2 (General Commercial), Ward 2 (Adamsen), APN: 138-22-713-006.

SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING

144. **Z-35-98(1) - RAPHAEL AND LILIANA MIRCHOU AND LAS VEGAS CITY EMPLOYEE PROTECTIVE AND BENEFIT ASSOCIATION, INC.** - Request for a Site Development Plan Review on property located on the southeast corner of Eastern Avenue and Washington Avenue FOR A PROPOSED OFFICE COMPLEX, P-R (Professional Office and Parking) and R-1 (Single Family Residential) Zones under Resolution of Intent to P-R (Professional Office and Parking), Size: 1.03 Acres, Ward 3 (Reese), APN: 139-25-310-001 through 005.

VACATION RELATED TO Z-35-98(1) - PUBLIC HEARING

145. **VAC-55-98 - RAPHAEL AND LILIANA MIRCHOU AND LAS VEGAS CITY EMPLOYEES PROTECTIVE AND BENEFIT ASSOCIATION, INC.** - Petition to vacate a portion of Eastern Avenue between Constantine Avenue and Washington Avenue, Ward 3 (Reese).

VACATION - PUBLIC HEARING

146. **VAC-3-99 - GYPSY 2 FAMILY LIMITED PARTNERSHIP, ET AL** - Petition to Vacate portions of Dapple Gray Road, Banwari Avenue, Campbell Road and Iron Mountain Road, generally located north of Iron Mountain Road, Ward 4 (Brown).

VARIANCE - PUBLIC HEARING

147. **ABEYANCE ITEM - V-103-98 - LLOYD K. BENSON** - Appeal filed by Larsen Electric Sign Company on behalf of Lloyd K. Benson from the Denial by the Board of Zoning Adjustment for a Variance on property located at 4510 West Charleston Boulevard TO ALLOW A PROPOSED 76 SQUARE FOOT, 21 FOOT HIGH FREE-STANDING GROUND SIGN WHERE 48 SQUARE FEET AND 12 FEET ARE THE MAXIMUM AREA AND HEIGHT ALLOWED IN CONJUNCTION WITH AN EXISTING OFFICE BUILDING, P-R (Professional Office and Parking) Zone, Ward 1 (McDonald), APN: 139-31-410-136.
148. **V-3-99 - RONALD AND KATHIE DYE** - Request for a Variance on property located at 8745 Vercelli Court TO ALLOW A 208 SQUARE FOOT EXISTING ROOM ADDITION 7 FEET 10 INCHES FROM THE REAR PROPERTY LINE WHERE 15 FEET IS THE MINIMUM SETBACK REQUIRED, R-1 (Single Family Residence) Zone, Ward 2 (Adamsen), APN: 163-05-613-009.
149. **V-4-99 - LAVERNE C. LIGON** - Request for a Variance on property located at 5613 Grand Guinness Court TO ALLOW AN EXISTING 359 SQUARE FOOT ROOM ADDITION 5 FEET FROM THE REAR PROPERTY LINE WHERE 15 FEET IS THE MINIMUM SETBACK REQUIRED, R-1 (Single Family Residential) Zone, Ward 4 (Brown), APN: 125-26-810-024.

SPECIAL USE PERMIT - PUBLIC HEARING

150. **U-88-95(4) - CANYON RIDGE CHRISTIAN CHURCH** - Request to Amend a previously approved Special Use Permit to include an additional 0.68 acres of land and for a Site Development Plan Review on property located on the northwest corner of Lone Mountain Road and Jones Boulevard FOR A 17,000 SQUARE FOOT ADDITION TO AN EXISTING CHURCH AND A 1,440 SQUARE FOOT MODULAR TRAILER, R-E (Residence Estates) Zone, Ward 4 (Brown), APN's: 125-35-803-001 and 002, 125-35-802-006 and 007.
151. **U-8-99 - MARK MINTZ ON BEHALF OF COX COMMUNICATIONS PCS** - Request for a Special Use Permit on property located at 2110 Fremont Street FOR A PROPOSED 75 FOOT HIGH MONOPOLE CELLULAR COMMUNICATIONS TOWER AND EQUIPMENT PAD, C-2 (General Commercial) Zone, Ward 3 (Reese), APN: 139-35-803-015.
152. **U-9-99 - MASUD QAZI** - Request for a Special Use Permit and a Site Development Plan Review on property located on the northeast corner of Cheyenne Avenue and Joann Way FOR PACKAGE LIQUOR SALES IN CONJUNCTION WITH A PROPOSED 12,500 SQUARE FOOT GROCERY STORE, C-2 (General Commercial) Zone, Ward 4 (Brown), APN: 138-12-801-016.

REZONING - PUBLIC HEARING

153. **Z-6-99 - DONNA BEAM REVOCABLE TRUST ON BEHALF OF JOHN MEAD** - Request for a Rezoning on property located on the northeast corner of Buffalo Drive and Smoke Ranch Road, From: U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], To: C-1 (Limited Commercial), PROPOSED USE: A CONVENIENCE STORE WITH A FULL SERVICE CAR WASH, GASOLINE SALES AND MINOR AUTO REPAIR; AND AN OFFICE PARK, Size: 4.30 Acres, Ward 4 (Brown), APN's: 138-15-402-001 and 002.

SPECIAL USE PERMITS RELATED TO Z-6-99 - PUBLIC HEARING

154. **U-10-99 - DONNA BEAM REVOCABLE TRUST ON BEHALF OF JOHN MEAD** - Appeal filed by Kummer Kaempfer Bonner & Renshaw from the Denial by the Planning Commission for a Special Use Permit on property located on the northeast corner of Buffalo Drive and Smoke Ranch Road FOR THE OFF-PREMISE SALE OF BEER AND WINE IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE/CAR WASH, U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], pending zone change to C-1 (Limited Commercial), Ward 4 (Brown), APN: 138-15-402-001.

155. **U-11-99 - DONNA BEAM REVOCABLE TRUST ON BEHALF OF JOHN MEAD** - Appeal filed by Kummer Kaempfer Bonner & Renshaw from the Denial by the Planning Commission for a Special Use Permit on property located on the northeast corner of Buffalo Drive and Smoke Ranch Road FOR A PROPOSED MINOR AUTO REPAIR FACILITY, FULL SERVICE CAR WASH AND GASOLINE SALES IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE, U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], pending zone change to C-1 (Limited Commercial), Ward 4 (Brown), APN's: 138-15-402-001 and 002.

SPECIAL USE PERMIT - PUBLIC HEARING

156. **U-13-99 - TRIPLE FIVE DEVELOPMENT ON BEHALF OF MICHAEL MACK** - Request for a Special Use Permit on property located on the northwest corner of Fort Apache Road and Sahara Avenue FOR SECONDHAND JEWELRY SALES IN CONJUNCTION WITH A PROPOSED 1,540 SQUARE FOOT JEWELRY STORE (MAXTER'S), C-1 (Limited Commercial) Zone, Ward 2 (Adamsen), APN: 163-06-816-018.
157. **U-15-99 - EZ PAWN NEVADA, INC.** - Request for a Special Use Permit on property located at 1501 East Charleston Boulevard FOR A PAWN SHOP, C-1 (Limited Commercial) Zone, Ward 3 (Reese), APN's: 139-35-402-001, 139-35-413-004 and 005.
158. **U-18-99 - WAGEMA LIMITED LIABILITY COMPANY ON BEHALF OF WOK MASTERS LIMITED LIABILITY COMPANY** - Request for a Special Use Permit on property located at 7290 West Lake Mead Boulevard FOR THE ON-PREMISE SALE OF BEER AND WINE IN CONJUNCTION WITH A PROPOSED RESTAURANT, U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 4 (Brown), APN: 138-22-601-004.
159. **U-21-99 - SCHLAGETER FAMILY TRUST ON BEHALF OF ROMAN CATHOLIC BISHOP OF LAS VEGAS** - Request for a Special Use Permit on property located at 1900 and 1920 Martin L. King Boulevard FOR A PROPOSED 15,283 SQUARE FOOT CHURCH, R-E (Residence Estates) Zone, Ward 3 (Reese), APN's: 139-21-701-005 and 006.
160. 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)

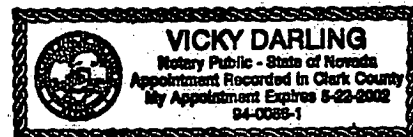
Eva Cotton, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 6th day of **April 1999**, a copy of NOTICE, the attached of which is a true and correct copy of the Public Hearing - re **City Council Meeting** to be held on the 12th day of **April, 1999**, 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 10th day of April, 1999.



NOTARY PUBLIC in and for
said County and State



AFFIDAVIT OF POSTING

(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 **7th day of April 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 **12th day of April, 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. *gc* On the City Clerk's Bulletin Board at the Downtown Transportation Center;
2. *gc* Senior Citizens Center, 450 E. Bonanza Road;
3. *gc* 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. *gc* 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. *gc* Clark County Government Center, 500 S. Grand Central Parkway (sent by fax to the County Manager's Office for posting).

[Signature]
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me
this 7th day of April, 1999.

Vicky Darling
NOTARY PUBLIC in and for said County and State



CITY COUNCIL

MEETING OF

APRIL 12, 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 ORDER**ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW****INVOCATION**

REVEREND STEVEN KALAS
NATHAN ADELSON HOSPICE

PLEDGE OF ALLEGIANCE

ANNOUNCEMENT MADE.

PRESENT: MAYOR JONES (excused from the morning session until 10:34 a.m. and at 11:30 a.m. and from the afternoon session until 2:38 p.m.) AND COUNCILMEN McDONALD, ADAMSEN, REESE, and BROWN

Also Present: CITY MANAGER VIRGINIA VALENTINE, CITY ATTORNEY BRAD JERBIC (A.M. Session), DEPUTY CITY ATTORNEY STEVE GEORGE (P.M. Session), AND CITY CLERK BARBARA JO RONEMUS

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

(10:03 - 10:04)

1-1

Invocation given by REVEREND STEVEN KALAS, Nathan Adelson Hospice.

(10:04 - 10:05)

1-18

MAYOR PRO TEM McDONALD led the audience in the Pledge.

(10:05 - 10:06)

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 2

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****I. CEREMONIAL**RECOGNITION OF THE ROY MARTIN MIDDLE
SCHOOL STUDENTS

MAYOR PRO TEM McDONALD introduced KRYSTINA HEYWOOD and ALBA VARJAS, who are both Eighth Grade students at Roy Martin Middle School and were present, along with fellow classmates, to observe government in action. Hopefully, they will gain some insight on the government process.

(10:06 - 10:07)

1-85

PRESENTATION RECOGNIZING THE 25TH
ANNIVERSARY OF CDBG WEEK

KEN LABINE, local HUD office, and SHARON SEGERBLOM, Director of Neighborhood Services, were present.

MAYOR PRO TEM McDONALD stated that for the past 25 years the Community Development Block Grant Program (CDBG) has provided millions of Federal dollars for child care, educational and youth programs, as well as for the construction and improvement of community facilities. He recognized the 25th anniversary of CDBG week.

MRS. SEGERBLOM indicated that over \$54 million has come from the Federal Government to Southern Nevada, specifically to the City of Las Vegas, to build parks and community centers and to provide child care and services to many citizens, including seniors. This auspicious occasion was celebrated with a children's community fair at Lorenzi Park. She thanked the Council and the community for their support, as well as DAVE KUIPER, Leisure Services Director, BILLIE BASTIAN, Supervisor, Recreation Division, and SHAWN BOLSTER and LUCY MELCHERT of Neighborhood Services for their assistance and commitment to the community.

(10:12 - 10:15)

1-282

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 3

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

I. CEREMONIAL

PROCLAMATION PRESENTATION
 RECOGNIZING APRIL AS BLUE SKIES
 MONTH

MAYOR PRO TEM McDONALD presented the proclamation to STAN WILKERSON, Marketing Manager of the Regional Transportation Commission, stating that traffic congestion takes up productive time and can be alleviated through increased availability and use of public transportation and ride-sharing alternatives.

MR. WILKERSON thanked the MAYOR and COUNCILMEN for their participation and encouraged the citizens to ride their bikes or the bus and join him for breakfast at Main Street Station on April 13, 1999, to celebrate Ride-Your-Bike-To-Work Day.

(10:07 - 10:08)

1-115

PRESENTATION RECOGNIZING REVEREND
 JESSE D. SCOTT AS THE "CITIZEN OF THE
 MONTH" FOR APRIL

MAYOR PRO TEM McDONALD recognized REVEREND JESSE D. SCOTT as April's Citizen of the Month.

COUNCILMAN ADAMSEN stated that this month he had the honor of selecting April's Citizen of the Month. Among the many achievements of REVEREND SCOTT, he is also a true humanitarian who spends countless hours providing food for the homeless, shelter for victims of domestic violence, and counseling for those addicted to drugs or alcohol. He spends the majority of his time lending his voice to those who cannot help themselves, no matter what race, sex, social, or economic background. He noted that REVEREND SCOTT recently celebrated his 79th birthday.

REVEREND SCOTT thanked the MAYOR and COUNCIL for this momentous occasion. He hoped that through this effort, the door and window of opportunity will remain open for all citizens from all walks of life in the City of Las Vegas, because it is being looked upon by the whole world.

(10:08 - 10:12)

1-282

COUNCILMAN ADAMSEN requested a couple of moments to acknowledge the great work of the City Fire Department as well as the loss of three Las Vegas pioneers.

(continued)

PROCLAMATION

WHEREAS; traffic congestion, which wastes productive time, can be alleviated through the increased availability and use of public transportation and ride-share alternatives; and

WHEREAS; transportation consumes more than 60 percent of all petroleum used in the United States and increases the nation's reliance on foreign oil, and

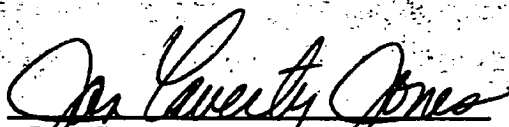
WHEREAS; public transportation and other clean air transportation alternatives are vital to the quality of life and well-being of the citizens of Las Vegas, Nevada; and

WHEREAS; the Regional Transportation Commission of Clark County, Nevada, has declared April 1-30, 1999, to be Blue Skies Month and have called upon all citizens to join in a region-wide effort to promote clean air benefits, learn about transportation alternatives, and encourage changes in commuting habits; now

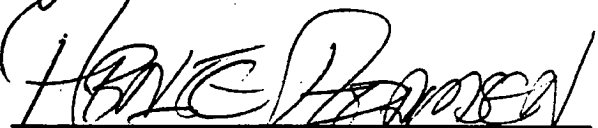
THEREFORE; we, the Mayor and City Council for the City of Las Vegas, do hereby proclaim April, 1999 as:

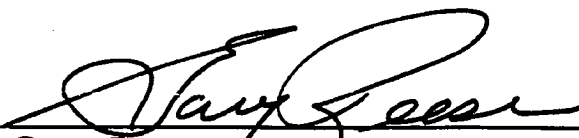
BLUE SKIES MONTH

We call upon all citizens to examine their personal travel choices, to explore their transportation options, and to become more active in education and advocacy efforts to promote biking, walking, ride-sharing and public transit in Las Vegas, Nevada and across the United States.


IAN LAVERTY JONES, Mayor


MICHAEL J. McDONALD, Mayor Pro-Tem


ARNIE ADAMSEN, Councilman


GARY REESE, Councilman


LARRY BROWN, Councilman



4-12

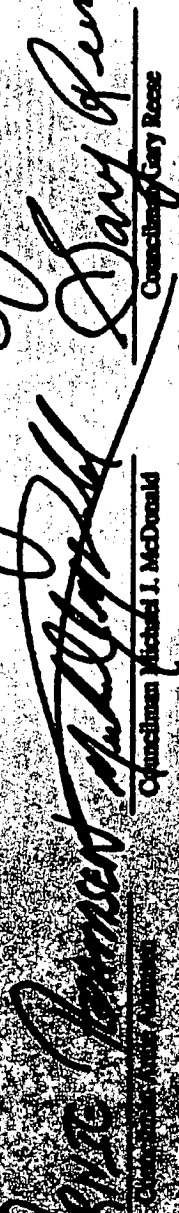
6

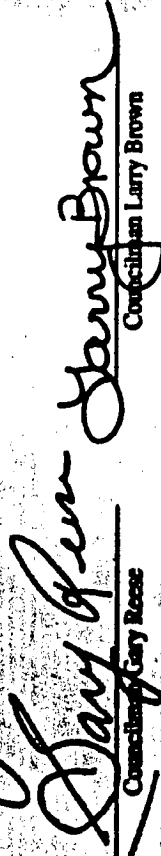
City of Las Vegas
"Citizen of the Month"

April 1999

Reverend Jesse D. Scott


Mayor Jan Lewis Jones


Councilman Michael J. McDonald


Councilman Gary Reese


Councilman Larry Brown

4/12/99

2

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 4

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****I. CEREMONIAL**

MAYOR PRO TEM McDONALD commended the City firefighters for their great job in responding to a fire in the area of Alta and Town Center.

MAYOR PRO TEM McDONALD and COUNCILMAN ADAMSEN also requested a moment of silence for the loss of the great pioneers – DR. JAMES McMILLAN, a community activist; JOE WILLIAMS, a wonderful man who helped make Las Vegas famous with his golden voice and was involved with the UNLV jazz band and had a scholarship program at the Community College of Southern Nevada; and JACK KOGAN whose late-night conversations with such names as FRANK SINATRA, JIMMY DURANTE, and DEAN MARTIN were watched by two generations.

MAYOR PRO TEM McDONALD wished GRANDMA REESE a happy birthday and welcomed her to Cable 4.

(10:15 - 10:18)

1-371

MAYOR JONES introduced WILLARD TIM CHOW, the new Director of the Planning and Development Department in the afternoon session.

(2:57)

3 - 1912

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 5

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 | <p>ADAMSEN - Motion to bring forward and STRIKE Items 40, 43, and 93, and Hold in ABEYANCE item 113 to 4/26/99 - UNANIMOUS with JONES excused</p> <p>*****</p> <p>There was no discussion.</p> <p>(10:18 - 10:19)
1-449</p> |
| 2 | Approval of the Final Minutes by reference of the Regular City Council Meeting of March 8, 1999 and the regular meeting of the Member (City Council of the City of Las Vegas) of the Neon Museum Corporation of March 8, 1999 | <p>ADAMSEN - APPROVED by Reference - UNANIMOUS with JONES excused</p> <p>*****</p> <p>There was no discussion.</p> <p>(10:19)
1-489</p> |
| 3 | Announcement of the City of Las Vegas Voting Schedule | <p>MAYOR PRO TEM McDONALD made the announcement.</p> <p>*****</p> <p>MAYOR PRO TEM McDONALD announced the Early Voting Schedule, stating that it is the first time the City of Las Vegas will hold early voting. The schedule is available at the City Clerk's office and through the Website at lvelection99.</p> <p>TOM MCGOWAN, 720 South Casino Center Boulevard, submitted verbatim notes regarding the City Council's responsibility to ensure a lawful, fair, and honest municipal election process for all candidates and the City residents. He advised that a complaint of violations of the election process would be filed with the Election Department through the office of the City Clerk, as well as a separate but related complaint against the City Council and the Election Department.</p> <p>(10:19 - 10:21)
1-503</p> |



CITY OF LAS VEGAS VOTING SCHEDULE

ABSENTEE VOTING IS AVAILABLE IN THE CITY CLERK'S OFFICE, MONDAY THRU FRIDAY, 8 AM TO 5 PM **APRIL 9 THRU APRIL 30** FOR THE PRIMARY ELECTION.

EARLY VOTING SCHEDULE - 1999 *PRIMARY* ELECTION:

LAS VEGAS CITY CLERK'S OFFICE, 400 East Stewart (Las Vegas Blvd./Stewart/4th)

Saturday	April 17, 1999	10 am to 6 pm
Monday through Friday	April 19 through 23, 1999	8 am to 6 pm
Saturday	April 24, 1999	10 am to 6 pm
Monday through Friday	April 26 through 30, 1999	8 am to 6 pm

MEADOWS MALL (Valley View/US 95) - Use street level entrance between J. C. Penney's and Dillard's

Saturday	April 17, 1999	9:30 am to 5:30 pm
Sunday	April 18, 1999	10:30 am to 5:30 pm
Monday through Friday	April 19 through 23, 1999	9:30 am to 5:30 pm
Saturday	April 24, 1999	9:30 am to 6:30 pm
Sunday	April 25, 1999	10:30 am to 5:30 pm
Monday through Friday	April 26 through 30, 1999	9:30 am to 7:30 pm

MOBILE SITES (PRIMARY):

WARD 1 - COMMUNITY COLLEGE OF SOUTHERN NEVADA, CHARLESTON CAMPUS, 6375 West Charleston Blvd. (West Charleston/Torrey Pines)

Saturday	April 17, 1999	9 am to 5 pm
Monday	April 19, 1999	9 am to 5 pm
Tuesday	April 20, 1999	9 am to 5 pm

WARD 2 - SUMMERLIN LIBRARY, 1771 Inner Circle Drive (Summerlin Parkway/Village Center/Town Center Drive)

Wednesday	April 21, 1999	10 am to 12 noon
Thursday	April 22, 1999	1 pm to 8 pm
Friday	April 23, 1999	10 am to 4 pm

WARD 3 - LUCKY'S GROCERY STORE, 2400 EAST BONANZA ROAD (East Bonanza/Eastern)

Saturday	April 24, 1999	10 am to 6 pm
Monday	April 26, 1999	10 am to 6 pm
Tuesday	April 27, 1999	10 am to 6 pm

WARD 4 - RANCHO SANTA FE THEATERS, 5101 North Rainbow Boulevard (US 95/Rancho/Rainbow

Wednesday	April 28, 1999	10 am to 6 pm
Thursday	April 29, 1999	10 am to 6 pm
Friday	April 30, 1999	10 am to 6 pm

City Council Mtg - Mon. 12 April, '99

6. Tom McGowan, 720 So. Lewis Center Blvd.

(c) In the Council Meeting on Mon. 8 March, '99, you were reminded that the City Council is also the Municipal Election Dept. for the City of Las Vegas, and is mandated to ensure a lawful, fair and honest Municipal Election Process for all candidates and the City-wide Voting Public, inclusively.

A complaint of violations of the Election Process by a member of the local news media will be duly filed with the Election Dept. by submission to the office of the City Clerk.

Absent timely address and remediation of the complaint by the Election Department, a separate suit related to the complaint will be filed against the City Council and the Election Dept., and will be submitted to the Federal and State Agencies of valid jurisdiction, interest and concern, pursuant to resolution in accordance with applicable law.

The verbatim audio text of my public comment and the enclosed exhibit is submitted herewith and requested inclusion in the public record of the minutes of today's meeting, in compliance with NRS 241, The Nevada Open Meetings Law.

Thank you.
(encl): -

#3



JON RALSTON
COMMENTARY

The debate that wasn't

For a moment Monday evening, I thought it was a taping of the old "Monty Python's Flying Circus" show.

This had to be a parody of a mayoral debate, not the real thing. There was a surreality to the event at the West Charleston Library, with the major candidates temporizing or demagoguing, and the minor candidates strutting and fretting when finally given their two hours on the stage.

For all the babble about how wonderful it was to see democracy in action, I instead remembered the horror P.J. O'Rourke felt watching that New Hampshire town meeting, complete with hectoring townsfolk and pandering councilfolk, so vividly described in "Parliament of Whores." O'Rourke and the Python gang would have appreciated the goings-on Monday, which included the voluble irreverence of gadfly Tom McGowan, the reliable nonsense from Hillary Michael Milko (president in '96, he once promised), the staccato musings of meeting regular Tuddy Snowden, and the otherworldly rants from talk-radio's Frank LaSpina.

LaSpina, who pays for time on KNUU-AM, and often promotes products for his guests, gave what may have been the most unintentionally hilarious speech ever offered in a debate. He intoned that his listeners had asked a nationally known political consultant why their hero wasn't being taken seriously. And LaSpina quoted this mythical consultant: "The powers that be in Nevada want no part of Frank LaSpina. ... They are doing everything they can to freeze him out of the race."

Sorry to burst your bubble, Frank, but the powers that be don't even know who you are. If they did, if they thought you could win, they'd be cozying up to you. That's how anointment works, as City Councilman Arnie Adamsen can now attest, having garnered most of the endorsements since ex-County Commissioner Jay Bingham abruptly left the race, including a nod Monday from the Culinary union.

Adamsen provided enough Python- and O'Rourke-worthy comedy himself, giving a remarkably disingenuous answer when asked whether he supports the Lake Mead interchange on the beltway. He bragged about his courage in facing an angry crowd of 600 at Sun City and giving them "both sides of an issue." But then he told Monday's assemblage, without taking a stand, that the county, not the city, will vote on the interchange. Now, that's bravery.

Developer — er, community builder — Mark Fine didn't have the same flair for comedy, but did make it sound like he was a lifelong believer in tax equity, an issue he probably hadn't heard of before two weeks ago and before he could use it to club Adamsen.

Attorney Oscar Goodman surely drew smiles when he talked about his early days in Las Vegas and saving a black man from the gas chamber, after which he decided to "devote my adult life to making sure people aren't going to be framed, aren't going to be taken advantage of." That's his client list, the downtrodden.

But Goodman, whom Fine implied woke up one day recently and wanted to be mayor, is undaunted and relentless. He proffers a brand of socialism (he wants to "take from the rich and give to the poor," he said Tuesday) cum populism (developers are the root of all evil and "control this valley," he said Monday night). In a flourish the Pythonites or O'Rourke would appreciate, Goodman's next TV spot will feature law enforcement types testifying to his integrity.

Goodman doesn't know much about the issues, although like a good trial lawyer he knows a lot about hot buttons. But as he said Tuesday, "I don't have the answers to many of these questions, but no one else does either."

And that sad truth, a reflection of the pabulum spewed by minor and major candidates alike, even the Pythonites or O'Rourke could not make humorous.

Jon Ralston publishes "The Ralston Report," a political newsletter. His column appears Sunday and Wednesday.

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 6

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

BUSINESS DEVELOPMENT - CONSENT

4

Approval of the renewal of the Interlocal Contract between the City of Las Vegas and Clark County to provide Yucca Mountain oversight funds to the City of Las Vegas in the amount of \$75,000 for the period 4/1/99-6/30/00

ADAMSEN - Motion to APPROVE:**Items 4 through 39****Items 41 and 42****Items 44 through 49****Items 51 through 53****Items 55 through 92****Items 94 and 95****- carried UNANIMOUSLY with JONES excused**

Items 40, 43 & 93: STRICKEN under separate action
(see individual items)

Items 50 & 54: APPROVED under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

AGENDA DOCUMENTATION

MEETING OF
APRIL 12, 1999

TO:

City Council

FROM:

JEFF MARESH, DIRECTOR
OFFICE OF BUSINESS DEVELOPMENT

SUBJECT:

Action to approve the renewal of the Interlocal Contract between the City of Las Vegas and Clark County to provide Yucca Mountain oversight funds to the City of Las Vegas in the amount of \$75,000 for the period 4/1/99 - 6/30/00.

PURPOSE/BACKGROUND

Since 1983, the City of Las Vegas has been provided a grant to cover costs associated with our involvement in the oversight of the Yucca Mountain Repository Program and the Department of Energy (DOE). The State of Nevada funded these activities until 1997, when its federal funds were cut.

Clark County received \$1.34 million from the DOE for 1998 and again in 1999 and has agreed to renew the agreement to fund the City's program beginning April 1, 1999, for 15 months. They will provide \$75,000 for the 15-month period.

These funds will cover all overhead and expenses and staff time associated with our involvement in oversight activities with Yucca Mountain and the Department of Energy (DOE).

Attachment

FISCAL IMPACT

None. The City of Las Vegas will receive \$75,000 to cover costs.

RECOMMENDATIONS

The Office of Business Development recommends the City Council approve this contract.

Agenda Item

4

**INTERLOCAL CONTRACT
NUCLEAR WASTE REPOSITORY PROGRAM**

This Interlocal Contract (the "Contract") is entered into this 1st day of April, 1999, by and between Clark County, a political subdivision of the State of Nevada (the "COUNTY"), and the City of Las Vegas, a municipal corporation of the State of Nevada (the "CITY"), pursuant to Nevada Revised Statutes section 277.180, to jointly participate in activities regarding the proposed high-level radioactive waste disposal site at Yucca Mountain, Nevada.

W I T N E S S E T H:

WHEREAS, federal law known as the Nuclear Waste Policy Act of 1982, as amended, (the "Policy Act") described a United States Department of Energy (DOE) program proposing a nuclear waste and spent nuclear fuel repository at Yucca Mountain, Nevada (the "Program"); and

WHEREAS, the Program has the potential to impact the social and economic characteristics of Southern Nevada; and

WHEREAS, the Policy Act required the DOE to grant funds to affected units of local government to oversee the Program and perform other activities; and

WHEREAS, the County was designated an "affected unit of local government" by the DOE in April 1998; and

WHEREAS, to accurately and completely determine potential impacts in Clark County from the Program, the County desires to work with the incorporated cities and others; and

WHEREAS, the City desires to increase and enhance its capabilities to determine, evaluate, and respond to the potential and perceived impacts from the Program; and

WHEREAS, the City desires to participate in making findings and recommendations regarding potential impacts from the Program; and

WHEREAS, the City may establish a public awareness program to inform its citizens on Program activities;

NOW, THEREFORE, the parties agree as follows:

I. The City shall:

- A. Perform services specified in this Contract and in the "Scope of Work," which is attached hereto and hereby made a part of this Contract.
- B. Submit monthly invoices to the County in the amount of \$5,000, along with the monthly report described in the Scope of Work.
- C. Allow duly-authorized representatives of the County and/or appropriate federal agencies

to conduct such occasional reviews and on-site monitoring as the County or such federal agency deems appropriate to determine;

- (1) Whether the monthly reports to the County contain accurate and reliable information; and
 - (2) whether the activities performed under this Contract are in compliance with federal and state laws and the provisions of this Contract. The City acknowledges that it will be subject to both County and federal audit authority and that such an audit/audits can occur at any time during the course of the Program.
- D. Understand that all funds provided pursuant to this Contract are derived from monies provided to the County from the DOE under the provisions of the Policy Act and are provided for the explicit purposes enumerated in the Policy Act and the most recent Energy and Water Development Appropriations Act (the "Appropriations Act").
- E. Warrant that monies accepted pursuant to this Contract shall bear a clear relationship between the expenditures and the objectives of the Policy Act and the Appropriations Act. Should a subsequent audit require the County to return funds expended by the City pursuant to this Contract, the City shall reimburse the County in a timely manner for the amount of funds, penalties, interest, and any other costs resulting from the City's failure to comply with the terms of the Contract. The City agrees that none of the Contract funds will be expended for litigation expenses nor used, directly or indirectly, to influence legislative action on any matter pending before Congress or a State Legislature nor used for any lobbying activity as provided in 18 U.S.C. § 1913, or to support multi-state efforts or other coalition building activities inconsistent with the restrictions of the Appropriations Act.
- F. Continue to make available to the County and authorized staff and contractors copies (electronic and/or paper) of all non-proprietary social, economic, demographic, and other information related to the assessment of potential impacts of the proposed repository.
- G. Provide a copy of the City's fiscal year financial report showing where this Contract funding is included.
- H. Meet the requirements of applicable federal, state, and local law in fulfilling the objectives of this Contract.

II. The County shall:

- A. Reimburse the City no later than thirty (30) days after both the receipt of an invoice and acceptance of the monthly report described in the Scope of Work.
- B. Provide the City with copies of all non-proprietary economic, demographic, fiscal, planning,

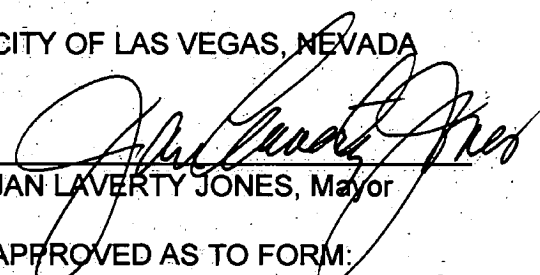
or other programs, computer models, or systems developed by staff or consultants under the auspices of the Clark County Nuclear Waste Repository Program (NWRP) to the extent such provision does not conflict with licensing or copyright restrictions. Provision of data will be subject to reasonable reproduction costs which may be waived by the County. Consultant materials will be made available within thirty (30) days of County acceptance and approval of the fully developed systems, programs, models or data bases.

III. Both parties agree that:

- A. The term of this Contract begins on the first day of the month following approval by both parties, and continues through the completion of the Scope of Work.
- B. The parties do not intend to benefit any person who is not named as a party to this Contract, to assume any duty to inspect, to provide for the safety of any person or to assume any other duty beyond that imposed by general law.
- C. Each party shall remain liable for its own negligence in accordance with the general law of the state of Nevada.
- D. In the performance of the obligation and duties of the City under this Contract, the City is at all times acting and performing as an independent political subdivision.
- E. Either party has the right to terminate this Contract without cause by giving not less than fifteen (15) days written notice to the other party. In the event of termination by the County, the City shall be compensated any work completed as of the date of termination.
- F. The person signing this Contract has the authority to represent their respective public agency and commit their public agency to meet the requirements of the Contract.

THIS CONTRACT HAS BEEN MADE AND ENTERED INTO, and shall become effective on the first day of the month after its execution by the last of the parties to execute this contract, as said date appears below.

CITY OF LAS VEGAS, NEVADA


JAN LAVERTY JONES, Mayor

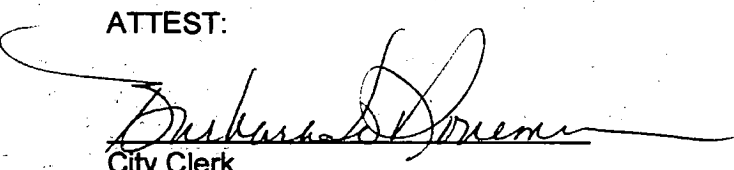
APPROVED AS TO FORM:


Thomas R. Green 4-6-99
City Attorney - Deputy

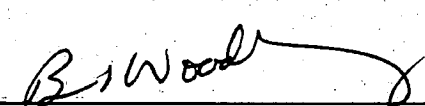
Date of approval by CITY:

4-12-99

ATTEST:


Dushane D. Dismore
City Clerk

CLARK COUNTY, NEVADA


BRUCE L. WOODBURY, Chairman
Board of County Commissioners

APPROVED AS TO FORM:
STEWART L. BELL, DISTRICT ATTORNEY


HOLLY GORDON
Deputy District Attorney

Date of approval by COUNTY:

3/16/99

ATTEST:


SHIRLEY B. PARRAGUIRRE
County Clerk

SCOPE OF WORK

April 1, 1999 to June 30, 2000

City of Las Vegas Nuclear Waste Repository Program Activity

I. BACKGROUND

- A. The United States Department of Energy (DOE) is in the process of complying with federal laws characterizing a high-level nuclear waste repository.
- B. Yucca Mountain, northwest of the City of Las Vegas, is the only site being studied by DOE.
- C. Since Yucca Mountain was selected, significant issues must be addressed by all segments of the Southern Nevada metropolitan area.

II. REQUIREMENT FOR A WORK PLAN

Since February 24, 1984, the City of Las Vegas has monitored the proposed nuclear waste repository at Yucca Mountain and the potential impacts a repository would have on Southern Nevada. To enable the purposeful review and research that is required to better understand the problems associated with the establishment of a nuclear waste repository at Yucca Mountain, and to identify key issues related thereto, it is essential that the City of Las Vegas prepare a Work Plan to cover the Contract period.

III. WORK PLAN

A. General Work

1. The City of Las Vegas, hereinafter called the "City", has agreed to accept responsibility for assisting Clark County in monitoring site characterization activities, researching and developing key issues, and participating in other activities relative to the proposed high-level nuclear waste repository at Yucca Mountain, Nevada. In return, Clark County has agreed to provide funding to support this work, subject to the availability of federal nuclear waste funds.
2. The following are task areas that encompass the range of activities to be engaged in under this Contract. The focus of the City's work and the emphasis placed on each task area will depend upon developments in and needs dictated by the high-level waste program. The level of effort in each task area will be dictated by the availability of funds and the priorities established by the City.
3. All work shall be compatible with the Goals and Objectives of Clark County Comprehensive Planning, Nuclear Waste Division, Attachment I.

B. Administrative Tasks

To support Clark County, the City will, at a minimum, implement the following administrative tasks:

1. Attend DOE's briefings and meetings, and related federal, state, and local governments' activities in the United States, as appropriate;
2. Maintain information on high-level nuclear waste that is compatible with the needs of this Scope of Work.
3. Select personnel qualified in Yucca Mountain issues and dedicate their work effort toward accomplishing City tasks and responsibilities related to this nuclear waste issue; and,
4. In cooperation with Clark County and other jurisdictions with similar agreement provisions, the City shall provide information requested by Clark County as the County completes a transportation hazard analysis of roadways in Las Vegas and other areas of the County that 1) may be considered by DOE for the transportation of nuclear waste, or 2) may be utilized as emergency access/evacuation routes. Activities will include participation in meetings of the Clark County Nuclear Waste Division Transportation Task Group which consists of staff of Clark County and all jurisdictions that are involved in this project, and other meetings with County staff, as needed.

C. Review and Analysis Tasks

1. Review and evaluate issues relating to the location of a high-level waste repository at Yucca Mountain to include local government activities, national and state legislation and testimony, socio-economic impacts and issues, and other issues deemed necessary.
2. Oversee and comment on transportation issues, including analysis of routes to transport nuclear waste through Southern Nevada, emergency response issues, and other relevant issues.
3. Evaluate alternative transportation routes and capabilities to minimize potential hazards to the populated Las Vegas metropolitan area.
4. Review and prepare appropriate comments on Environmental Assessments or Environmental Impact Statements related to the high-level nuclear waste program.
5. Review and prepare comments on any DOE Socio-economic Impact Studies/Analysis relating to a high-level waste repository at Yucca Mountain and other documents.

D. Travel

Attendance may be required by City representatives at pertinent DOE, other states, and State of Nevada briefings/meeting on the high-level nuclear waste program. In addition, other associated professional meetings and required training on waste management, on-site monitoring, waste handling, and transportation and storage of high-level radio-active waste may be necessary.

E. Schedule and Price

1. The City shall provide a written report for each of the fifteen (15) months following the start of the program described above. Each report shall detail the City's activities in support of the above described tasks and travel. Each month's report shall be sent to arrive no later than the 15th day of the following month.
2. The price is \$5,000 per report.

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 7

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

CITY CLERK - CONSENT

5

Action to ratify the City Manager's use of NRS 332.055 Provision to issue Emergency Purchase Order 204009 for imprinting services to Nevada Color Litho for 1999 Municipal Elections (Primary and General), amount not to exceed \$80,000

ADAMSEN - Motion to APPROVE:**Items 4 through 39****Items 41 and 42****Items 44 through 49****Items 51 through 53****Items 55 through 92****Items 94 and 95****- carried UNANIMOUSLY with JONES excused****Items 40, 43 & 93:****STRICKEN under separate action**
(see individual items)**Items 50 & 54:****APPROVED under separate actions**
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

6

Action to ratify the City Manager's use of NRS 332.055 Provision to issue Emergency Purchase Order 204010 to all American Van & Storage for voting machine transportation costs for 1999 Municipal Elections (Primary and General), amount not to exceed \$30,000

APPROVED - see above

CITY COUNCILMEETING OF
April 12, 1999**AGENDA DOCUMENTATION****TO:****CITY COUNCIL****FROM:****Barbara Jo (Roni) Ronemus, City Clerk**

SUBJECT: ACTION TO RATIFY THE CITY MANAGER'S USE OF NRS 332.055 PROVISION TO ISSUE EMERGENCY PURCHASE ORDER 204009 FOR IMPRINTING SERVICES TO NEVADA COLOR LITHO FOR 1999 MUNICIPAL ELECTIONS (PRIMARY AND GENERAL), AMOUNT NOT TO EXCEED \$80,000

PURPOSE/BACKGROUND

Previously, imprinting services as well as all other election costs were included in final billing by the Clark County Election Department for election services rendered. For the 1999 Primary and General Municipal Elections, the Clark County Registrar has requested the issuance of a purchase order from each Municipal City Clerk directly to the vendor at the time of order for their municipality's portion of the imprinting services.

On March 18, 1999 the City Manager's Office approved the emergency award of Purchase Order 204009 to Nevada Color Litho for printing of ballot faces, sample ballots, and voting receipts for the 1999 Primary and General Municipal Elections.

This amount is an estimate based on voter registration figures and anticipated absent ballot request figures.

FISCAL IMPACT

Funds are available in the General Fund.

RECOMMENDATIONS

That the City Council approve the ratification of the City Manager's use of NRS 332.055 Provisions to resolve the need for the Emergency Purchase Order issuance for imprinting services for the 1999 Primary and General Municipal Elections, to Nevada Color Litho, in an amount not to exceed \$80,000.00.

PREPARED BY

Barbara Jo (Roni) Ronemus, City Clerk

AGENDA ITEM

5

CITY COUNCILMEETING OF
April 12, 1999**AGENDA DOCUMENTATION****TO:****CITY COUNCIL****FROM:****Barbara Jo (Roni) Ronemus, City Clerk**

SUBJECT: ACTION TO RATIFY THE CITY MANAGER'S USE OF NRS 332.055 PROVISION TO ISSUE EMERGENCY PURCHASE ORDER 204010 TO ALL AMERICAN VAN & STORAGE FOR VOTING MACHINE TRANSPORTATION COSTS FOR 1999 MUNICIPAL ELECTIONS (PRIMARY AND GENERAL), AMOUNT NOT TO EXCEED \$30,000

PURPOSE/BACKGROUND

Previously, voting machine transportation costs as well as all other election costs were included in final billing by the Clark County Election Department for election services rendered. For the 1999 Primary and General Municipal Elections, the Clark County Registrar has requested the issuance of a purchase order from each Municipal City Clerk directly to the vendor at the time of order for their municipality's portion of the transportation cost for the voting machines.

On March 18, 1999 the City Manager's Office approved the emergency award of Purchase Order 204010 to All American Van & Storage for the transportation of voting machines from the Election Department warehouse to the polling facilities in the City of Las Vegas for the 1999 Primary and General Municipal Elections.

This amount is based on the anticipated number of voting machines required for the City of Las Vegas polling locations, of which there are 94.

FISCAL IMPACT

Funds are available in the General Fund.

RECOMMENDATIONS

That the City Council approve the ratification of the City Manager's use of NRS 332.055 Provisions to resolve the need for the Emergency Purchase Order issuance for voting machine transportation cost for the 1999 Primary and General Municipal Elections, to All American Van & Storage, in an amount not to exceed \$30,000.00.

PREPARED BY

Barbara Jo (Roni) Ronemus, City Clerk

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 8

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DETENTION AND ENFORCEMENT -
CONSENT****7**

Approval of an increase in the fees for professional services with Domingo Cambeiro Corporation for specific revisions in the mechanical engineering services to provide the design and contract documents for the Detention Facility Support Services Building

(Fiscal Impact: Increase of \$1,830 from the original amount of \$24,860 for a total of \$26,690)

ADAMSEN - Motion to APPROVE:**Items 4 through 39****Items 41 and 42****Items 44 through 49****Items 51 through 53****Items 55 through 92****Items 94 and 95****- carried UNANIMOUSLY with JONES excused****Items 40, 43 & 93:****STRICKEN under separate action**
(see individual items)**Items 50 & 54:****APPROVED under separate actions**
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

MEETING OF

AGENDA DOCUMENTATION

April 12, 1999

TO:

City Council

FROM:

Michael Sheldon, Director
Detention and Enforcement

SUBJECT:

APPROVAL OF AN INCREASE IN THE FEES FOR PROFESSIONAL SERVICES WITH DOMINGO CAMBEIRO CORPORATION FOR SPECIFIC REVISIONS IN THE MECHANICAL ENGINEERING SERVICES TO PROVIDE THE DESIGN AND CONTRACT DOCUMENTS FOR THE DETENTION FACILITY SUPPORT SERVICES BUILDING

PURPOSE/BACKGROUND

The originally desired cooling system for the building was revised late in design to accommodate an expanded use of the facility. This change required re-engineering of the heating and cooling systems. While the negotiated fee is minimal, it increases the total fee to exceed the City Manager's approval limit of \$25,000.00.

FISCAL IMPACT

The negotiated contract fixed fee will increase \$1,830.00 from the original amount of \$24,860.00 to a new total of \$26,690.00. Funding is available from the department's Capital Improvement Funds.

RECOMMENDATIONS

The Department of Detention and Enforcement recommends approval of this amendment to the agreement with Domingo Cambeiro Corporation for additional services as described above.

Agenda Item**7**

**FIRST AMENDMENT TO DETENTION FACILITY PROPERTY
STORAGE/MAINTENANCE BUILDING
ARCHITECTURAL/ENGINEERING CONSULTANT AGREEMENT**

THIS FIRST AMENDMENT TO DETENTION FACILITY PROPERTY STORAGE/MAINTENANCE BUILDING ARCHITECTURAL/ENGINEERING CONSULTANT AGREEMENT (hereinafter "Amendment") is made and entered into this 24 day of April, 1999, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "City") and Domingo Cambeiro Corporation, a Nevada corporation (hereinafter "Architect").

WITNESSETH:

WHEREAS, The parties hereto entered into the Detention Facility Property Storage/Maintenance Building Architectural/Engineering Consultant Agreement dated May 6, 1996, (hereinafter "Agreement") whereby the Architect was to provide certain professional services more fully described therein in connection with the design and construction of a property storage maintenance building at the City of Las Vegas Detention Facility; and

WHEREAS, since entering into the Agreement, the City desires to expand the services of the Architect to include re-engineering the heating and cooling system due to a change in the City's operational requirements; and

WHEREAS, Section X, subsection H of the Agreement provides that the Agreement may only be amended by a written instrument which is signed by both the City and the Architect.

NOW, THEREFORE, in consideration of the premises contained herein, the parties do agree as follows:

1. The Agreement provides, under Section II, subsection B, subparagraph 4, that additional services may be provided if authorized by the Owner/City and paid for as set forth in Section V of the Agreement entitled "Compensation." Pursuant to the foregoing provision, the City

authorizes the payment of the additional services in the amount of \$1,830.00 as compensation for redesign services of the Architect's subconsultant due to City requested changes in the heating, ventilation and cooling system for the project outlined in the Agreement.

2. Therefore, Section V, subsection D of the Agreement is hereby amended to read as follows:

The total authorized compensation to the Architect shall not exceed the fixed amount of Twenty-Six Thousand Six Hundred Ninety and No/100ths Dollars (\$26,690.00).

3. All other provisions of the Agreement shall remain in full force and effect.

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

CITY OF LAS VEGAS

By

JAN LAVERTY JONES, Mayor

"City"

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Domingo J. Cambeiro 3/17/99
Date

DOMINGO CAMBEIRO CORPORATION

By

DOMINGO J. CAMBEIRO, AIA

"Architect"

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 9

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT**

- 8 Approval of service and material checks
In the amount of \$ 14,648,298.13
- Payroll checks
In the amount of \$ 3,843,758.07
- Wire transfers
In the amount of \$ 21,116,689.89
- Other checks and investments
In the amount of \$ 129,451.49

ADAMSEN - Motion to APPROVE:

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried **UNANIMOUSLY** with JONES excused

Items 40, 43 & 93:

STRICKEN under separate action
(see individual items)

Items 50 & 54:

APPROVED under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

BUSINESS LICENSE APPLICATIONS**SPECIAL EVENT LIQUOR LICENSE**

Approval of Special Event Liquor License

- 9 **ST. ANNE CHURCH AND SCHOOL**
- Location: 1813 South Maryland Parkway
- Dates: April 23, 24, 25, 1999
- Type: Special Event Beer/Wine
- Responsible Person in Charge: Howard Mann

APPROVED - see above**LIQUOR - New**

Approval of new Supper Club Liquor License

- 10 **BERTOLINI'S AT VILLAGE SQUARE, INC.**
dba
BERTOLINI'S AUTHENTIC TRATTORIA
9500 West Sahara Avenue

APPROVED - see aboveThomas J. Baldwin, Dir, Secy, Treas
Elmer N. Wagner, Asst Secy

City of Las Vegas

Summary of Cash Expenditures for the period of 2/22/99 - 3/5/99

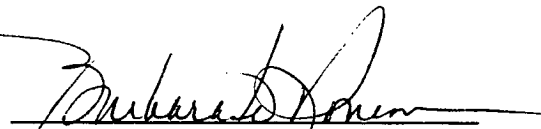
Total Service & Materials Checks :	14,648,298.13
Total Payroll Checks :	3,843,758.07
Total NBS & City Investments :	129,451.49
Total Wire Transfers :	21,116,689.89

Grand Total :	39,738,463.54
---------------	---------------

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.

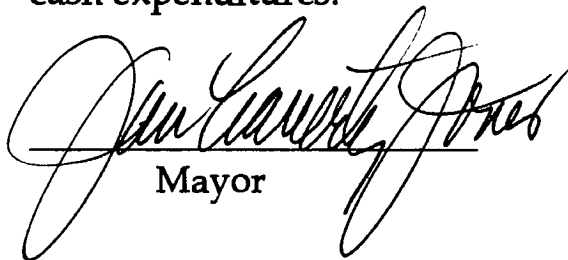


Director of Finance



Attested by City Clerk

on April 12, 1999, the City Council approved the above cash expenditures.



Mayor

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 10

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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

Approval of change of location for Non-Profit Club General Liquor License subject to the provisions of the planning and fire codes

11

ELKS PARAN LODGE #1508
dba

ELKS PARAN LODGE #1508

From: 1236 Blankenship Avenue

TO: 600 West Owens Avenue

Joseph Douglas, Mgr

ADAMSEN - Motion to APPROVE:

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried UNANIMOUSLY with JONES excused

Items 40, 43 & 93: **STRICKEN** under separate action
(see individual items)

Items 50 & 54: **APPROVED** under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

LIQUOR - Approval of Manager

Approval of Manager for Package Liquor License

12

ALBERTSON'S, INC.
dba

ALBERTSON'S FOOD CENTER #1616
3160 North Rainbow Boulevard

Mark E. Simmons, Store Dir

APPROVED - see above

LIQUOR - Approval of Manager

Approval of Manager for Package Liquor License

13

AMERICAN DRUG STORES, INC.
dba

SAV-ON DRUG #2224
3550 West Sahara Avenue

Steven A. Ralston, Gen Mgr

APPROVED - see above

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 11

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT**GAMING - NewApproval of new Slot Operator Space Lease
Location Restricted Gaming License for 5 slots

14

UNITED COIN MACHINE CO.
db atWASH N' SAVE
235 North Eastern AvenueApproved by the Nevada Gaming Commission
on March 25, 1999**ADAMSEN - Motion to APPROVE:**

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried **UNANIMOUSLY** with JONES excused

Items 40, 43 & 93:

STRICKEN under separate action
(see individual items)

Items 50 & 54:

APPROVED under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

GAMING - NewApproval of new Slot Operator Space Lease
Location Restricted Gaming License for 2 slots

15

UNITED COIN MACHINE CO.
db atSUPER WASH
1549 North Eastern AvenueApproved by the Nevada Gaming Commission
on March 25, 1999**APPROVED - see above**GAMING - NewApproval of new Slot Operator Space Lease
Location Restricted Gaming License for 4 slots

16

UNITED COIN MACHINE CO.
db atRANCHO CIRCLE LAUNDROMAT
2401 West Bonanza Road, QApproved by the Nevada Gaming Commission
on March 25, 1999**APPROVED - see above**

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 12

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT**GAMING - NewApproval of new Slot Operator Space Lease
Location Restricted Gaming License for 4 slots

- 17 UNITED COIN MACHINE CO.
db at
LAUNDRY BASKET
679 North Nellis

Approved by the Nevada Gaming Commission
on March 25, 1999**ADAMSEN - Motion to APPROVE:**

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried **UNANIMOUSLY** with JONES excusedItems 40, 43 & 93: **STRICKEN** under separate action
(see individual items)Items 50 & 54: **APPROVED** under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

GAMING - NewApproval of new Slot Operator Space Lease
Location Restricted Gaming License for 6 slots

- 18 SUNSET COIN, INC.
db at
7 ELEVEN FOOD STORE #20213
2339 North Jones Boulevard

Approved by the Nevada Gaming Commission
on March 25, 1999**APPROVED - see above**GAMING - NewApproval of new Slot Operator Space Lease
Location Restricted Gaming License for 4 slots

- 19 CARDIVAN COMPANY
db at
VILLA PIZZA I
2211 South Maryland Parkway, Suite A

Approved by the Nevada Gaming Commission
on March 25, 1999**APPROVED - see above**

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 13

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT**GAMING - NewApproval of new Slot Operator Space Lease
Location Restricted Gaming License for 10 slots

20

LAS VEGAS GAMING CO.
db at
B.P.O. ELKS LODGE #1468
4100 West Charleston BoulevardApproved by the Nevada Gaming Commission
on March 25, 1999**ADAMSEN - Motion to APPROVE:**

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried **UNANIMOUSLY** with JONES excused

Items 40, 43 & 93:

STRICKEN under separate action
(see individual items)

Items 50 & 54:

APPROVED under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

BURGLAR ALARM SERVICE - New/Approval of ManagerApproval of new Burglar Alarm Service License
and approval of manager

21

GAYLORD INDUSTRIES, INC.
dba
GAYLORD SECURITY SYSTEMS
3167 West Tompkins AvenueRobert K. Gaylord, Pres, 100%
John W. Barrett, Mgr**APPROVED - see above**INDEPENDENT MASSAGE THERAPIST - NewApproval of new Independent Massage Therapist
License

22

CATHY A. DELLAVEDOVA
dba
CATHY A. DELLAVEDOVA
4720 West Sahara Avenue

Cathy A. DellaVedova, 100%

APPROVED - see above

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 14

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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

Approval of new Independent Massage Therapist License

23

CAROL LEE STOBER
dbaCAROL LEE STOBER
2761 Cape Hope Way

Carol L. Stober, 100%

ADAMSEN - Motion to APPROVE:

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried **UNANIMOUSLY** with JONES excused

Items 40, 43 & 93:

STRICKEN under separate action
(see individual items)

Items 50 & 54:

APPROVED under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

INDEPENDENT MASSAGE THERAPIST - New

Approval of new Independent Massage Therapist License

24

LYNETTE WILSON
dbaLYNETTE WILSON
5713 Berwick Falls Lane

Lynette R. Wilson, 100%

APPROVED - see aboveINDEPENDENT MASSAGE THERAPIST - New

Approval of new Independent Massage Therapist License

25

PAULA A. WILLIAMS
dbaTENDER TOUCH MASSAGE
3750 South Arville Street, #199

Paula A. Williams, 100%

APPROVED - see above

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 15

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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

Approval of new Independent Massage Therapist License

26 KRISTA K. DUNSMOOR
dba
KRISTA K. DUNSMOOR
5025 Nellis Oasis Lane, #354

Krista K. Dunsmoor, 100%

ADAMSEN - Motion to APPROVE:

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried **UNANIMOUSLY** with JONES excused

Items 40, 43 & 93:

STRICKEN under separate action
(see individual items)

Items 50 & 54:

APPROVED under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

INDEPENDENT MASSAGE THERAPIST - New

Approval of new Independent Massage Therapist License

27 ZHUO HONG LI
dba
ZHUO HONG LI
4035 West Sahara Avenue

Zhuo H. Li, 100%

APPROVED - see aboveINDEPENDENT MASSAGE THERAPIST - New

Approval of new Independent Massage Therapist License

28 BODY & SPIRIT MASSAGE, INC.
dba
BODY & SPIRIT MASSAGE, INC.
3375 East Russell Road, Suite 1F

Nicolette K. Davis, Dir, Pres, Secy, Treas, 100%

APPROVED - see above

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 17

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT****MARTIAL ARTS INSTRUCTION BUSINESS - New**

Approval of new Martial Arts Instruction Business License

32

MATTHEW L. SMALL
dba
CHINESE SHAO LIN CENTER
3021 East Charleston Boulevard, Suite D

Matthew L. Small, 100%

ADAMSEN - Motion to APPROVE:

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried **UNANIMOUSLY** with JONES excused

Items 40, 43 & 93:

STRICKEN under separate action
(see individual items)

Items 50 & 54:

APPROVED under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

MESSAGE ESTABLISHMENT - New

Approval of new Massage Establishment License

33

JINLI RAN
dba
J. J. ACUPRESSURE & MASSAGE THERAPY
4211 West Sahara Avenue, Suite C

Jinli Ran, 100%

APPROVED - see above**MESSAGE ESTABLISHMENT - New**

Approval of new Massage Establishment License

34

BRENDA L. BAILEY
dba
GENESIS THERAPEUTIC MASSAGE AND
BODY WORK
1100 East Sahara Avenue, Suite 101-A

Brenda L. Bailey, 100%

APPROVED - see above

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 18

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT**MESSAGE ESTABLISHMENT - New

Approval of new Massage Establishment License

35

GEORGE M. SHIMOYAMA

dba

ON-SITE STRESS RELIEF, INC.

7250 West Lake Mead Boulevard

George M. Shimoyama, Pres, 100%

ADAMSEN - Motion to APPROVE:**Items 4 through 39****Items 41 and 42****Items 44 through 49****Items 51 through 53****Items 55 through 92****Items 94 and 95****- carried UNANIMOUSLY with JONES excused****Items 40, 43 & 93:****STRICKEN under separate action**
(see individual items)**Items 50 & 54:****APPROVED under separate actions**
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

MESSAGE ESTABLISHMENT - New

Approval of new Massage Establishment License

36

F.L. SMITH LLC

dba

FABULOUS FREDDY'S CAR WASH

1101 South Fort Apache Road

Fred L. Smith, Member, 100%

APPROVED - see aboveROCK CONCERT PROMOTER - New

Approval of new Rock Concert Promoter License

37

RAZ ENTERTAINMENT, INC.

dba

RAZ ENTERTAINMENT, INC.

5001 East Bonanza Road, Suite 166

Tommy Ramirez, Pres, 100%

APPROVED - see above

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 19

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT**SECONDHAND DEALER LICENSE - New

Approval of new Class III-B Secondhand Dealer License

38

DAVID ELLIS

dba

DAVID ELLIS

1818 Industrial Road

David J. Ellis, 100%

ADAMSEN - Motion to APPROVE:

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried **UNANIMOUSLY** with JONES excused

Items 40, 43 & 93:

STRICKEN under separate action
(see individual items)

Items 50 & 54:

APPROVED under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

AWARD OF BIDS/REJECTIONS/RENEWALS/TERMINATIONS

39

Award of bid number 99.53541.07, Contract 19 demolition/flood control at the Water Pollution Control Facility; and approve the construction conflict and contingency account - Department of Public Works

Award recommended to: BOULDER
CONSTRUCTION. (\$2,033,737)**APPROVED - see above**

40

Rejection of bid and award of bid number 990026, annual requirements contract for traffic controllers, cabinets and video detectors - Department of Public Works

Award recommended to: VARIOUS SUPPLIERS
(See Bid Abstract Summary) (Estimated annual aggregate amount of \$1,709,652.50)**ADAMSEN - Motion to bring forward and STRIKE items 40, 43, and 93, and Hold in ABEYANCE item 113 to 4/26/99 - UNANIMOUS** with JONES excused

There was no discussion.

(10:18 - 10:19)

1-449

CITY COUNCILMEETING OF
April 12, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:Mark Vincent, Director
Finance and Business Services**SUBJECT: REQUEST APPROVAL TO AWARD BID NUMBER 99.53541.07, CONTRACT 19
DEMOLITION/FLOOD CONTROL AT THE WATER POLLUTION CONTROL FACILITY****PURPOSE/BACKGROUND**

The Water Pollution Control Facility of Public Works has requested that a contract be established for the construction of new flood protection berm with associated regrading of new protected area, demolition of existing flood protection berm, new effluent pipe, demolition of existing contact clarifiers, installation of mobile office units, relocation of reclamation water pipes and other items as specified in the contract documents.

BID SUMMARY

Boulder Construction	\$2,033,737
Western Summit/TIC	\$2,127,138
Ellsworth Peck Construction	\$2,332,700
Mingus Contractor, Inc.	\$2,610,100
Frehner Construction	\$3,160,000
MMC, Inc.	\$3,334,652
Southwest Paving & Grading	\$3,541,818

FISCAL IMPACT

Funds are available in the Sanitation Construction Fund.

RECOMMENDATIONS

Staff recommends that the City Council approve the award of bid 99.53541.07, Contract 19 Demolition/Flood Control at the Water Pollution Control Facility, to Boulder Construction, in the amount of \$2,033,737, and approve a construction conflict and contingency amount of \$203,375 for this project.

PREPARED BY

Robert L. Crutchfield Sr.

AGENDA ITEM

CITY OF LAS VEGAS
Las Vegas, Nevada
CONSTRUCTION CONTRACT

BID NUMBER 99.53541.07

DATE of CONTRACT 4/12/99

NAME AND ADDRESS OF CONTRACTOR

Boulder Construction Inc.
2355 S. Red Rock
Las Vegas, NV 89146

INDIVIDUAL ☐

PARTNERSHIP ☐

CORPORATION, INCORPORATED IN THE STATE ☒

OF Nevada

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of: **Contract 19 Demolition/Flood Control** all in strict accordance terms, conditions, and specifications of **Formal Bid 99.53541.07**, and **Boulder Construction Inc's** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

Two Million Thirty-Three Thousand Seven Hundred Thirty-Seven and 00/100 Dollars

\$2,033,737.00

It is expressly understood and agreed that the "Amount" of Contract" stated above is based upon bid estimates only and may be increased or decreased as provided in the Contract documents.

THIS CONTRACT, entered into this date by the City of Las Vegas, Nevada, hereinafter called the City, and the Individual, Partnership, or Corporation named above, hereinafter called Contractor, witnesseth that the parties hereto do mutually agree as follows:

STATEMENT OF WORK. The Contractor shall furnish all plant, labor, tools, equipment and material necessary to perform the work described for the amount stated above in strict accordance with contract documents, all of which are incorporated herein by reference:

Formal Bid 99.53541.07

Contract Drawings No. N/A- Date: N/A

INCLUDING PAYMENT OF PREVAILING WAGES FOR PERIOD 10/1/98 THROUGH 9/30/99

CONTRACTOR WARRANTIES - The Contractor hereby warrants he:

1. Is familiar with requirements of the contract.
2. Has investigated the site and satisfied himself regarding the character of work and local conditions that may affect it or its performance.
3. Is satisfied that the work can be performed and completed as required in the contract.
4. Accepts all risks directly or indirectly connected with the performance of the contract.
5. Warrants that there has been no collusion between him and the other bidders on the contract.
6. He has not been influenced by any statement or promise other than those contained in the contract documents.
7. Is experienced and competent to perform the contract.
8. Verifies all personal statements in the proposal to be true.
9. Is familiar with all general and special laws, ordinances, and regulations that may affect the work, its performance, or those persons employed therein.
10. Is familiar with tax and labor regulations and with rates of pay that will affect the work.

WORK TO BE STARTED

AS SPECIFIED IN THE WRITTEN NOTICE TO PROCEED.

WORK TO BE COMPLETED

WITHIN 168 CALENDAR DAYS AFTER NOTICE TO PROCEED.

LIQUIDATION DAMAGES. Liquidation damages as provided in the special provisions in the amount of
Five Hundred and 00/100 dollars (\$ 500.00)
per day for each day after the original completion date, or applicable extension thereof as provided for in the provisions, that
completion of the work is delayed.

ALTERATIONS: The following changes were made in this contract before it was signed by the parties hereto:

Addendum #1 - dated - February 19, 1999

Addendum #2 - dated - February 23, 1999

Addendum #3 - dated - February 26, 1999

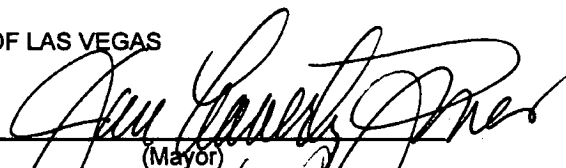
Addendum #4 - dated - March 8, 1999

Addendum #5 - dated - March 10, 1999

In witness whereof, the parties hereto have executed this contract as of the date entered on the first page hereof.

CITY OF LAS VEGAS

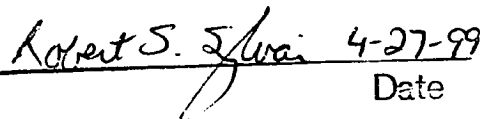
By


(Mayor)

Attest


(City Clerk)

Approved as to form:


Date

CONTRACTOR Boulder Construction, Inc.

(Name of Contractor)

By


(Signature)

President

(Title)

Attest


Assit. (Secretary)
Jerry L. Ray

INSTRUCTIONS

1. The full name and business address of the Contractor must be inserted in the space provided on the face of the form. The Contractor shall sign in the space provided above with his usual signature and type or print name under all signatures to the contract and bonds.
2. An officer of a corporation, a member of a partnership, or an agent signing for the Supplier shall place his signature and title after the word "By" under the name Contractor. A contract executed on behalf of a corporation shall be attested by the secretary or an assistant secretary thereof. A contract executed by an attorney or agent on behalf of the Contractor shall be accompanied by two authenticated copies of his power of attorney, or other evidence of his authority to act on behalf of the Contractor.

PERFORMANCE BOND

BOND NUMBER 8081846
DATE EXECUTED April 15, 1999

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUE 683A.090 AND ISSUED BY AN APPOINTED AGENT PURSUANT TO NEVADA REVISED STATUTE 683A.280. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS, That we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum **, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents. ~~Two Million Thirty-Three Thousand Seven Hundred~~
~~Thirty-Seven and No/100 - - - (\$2,033,737.00)~~

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain contract with the City, to perform all work required under the Bidding Schedule(s), Bid No. ***, of the City's specifications, entitled Contract 19 Demolition/Flood Control FWP-CL-1999-354 ... ***99.53541.07-RC

NOW THEREFORE, if said CONTRACTOR shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions and agreements of said contract during the original term of said contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any modifications in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such modifications or extensions of the Contract is hereby waived by said Surety.

SIGNED this 15th day of April, 1999

Countersigned resident agent in Nevada.
Pursuant to Nevada Revised Statute 680a.300:

Crysta J. Powell
(Resident Agent)

23840
(State of Nevada, License Number)

Harris Insurance Services #51656
(Appointed Agent Name)

By: Crysta J. Powell
(Signature)

Address: 5275 Arville Street, Suite 100

Las Vegas, NV 89118

Telephone: 702) 597-5110

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Boulder Construction, Inc.

(Principal Contractor)

Jerry L. Ray - Assistant Secretary

(Authorized Representative and Title)

By: Jerry L. Ray
(Signature)

Surety: Fidelity and Deposit Company of Maryland

1726

(State of Nevada, License Number)

Harris Insurance Services

(Appointed Agent Name)

By: Andrew K. Platt
(Signature) Attorney-in-Fact

Address: 225 S. Lake Avenue, Suite 700

Pasadena, California 91101

Telephone: 626) 792-2311

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570", CURRENT REVISIONS).

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Andrew Platt of Los Angeles, California

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of May, A.D. 1985

ATTEST:



CW Robbins

Assistant Secretary

By

CM Pecot, Jr.

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

SS:

On this 21st day of May, A.D. 1985, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 15th day of April, 1999

J. Gregory Hamilton

Assistant Secretary

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

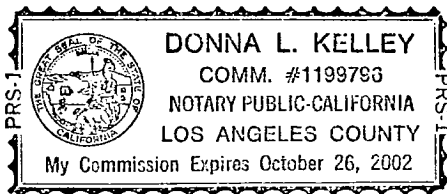
"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, . . . and to affix the seal of the Company thereto."

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles

On April 15, 1999 before me, DONNA L. KELLEY, Notary Public,
personally appeared Andrew K. Platt,

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



WITNESS my hand and official seal.

Donna L. Kelley

J2118(CA)

GUARANTEE BOND

BOND NUMBER 8081846
 DATE EXECUTED April 15, 1999

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A.090 AND ISSUED BY AN APPOINTED AGENT PURSUANT TO NEVADA REVISED STATUTE 683A.280. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

GUARANTEE for Boulder Construction, Inc., 2355 S. Red Rock, Las Vegas, NV 89146
 (Name and Address of Prime Contractor)

We hereby guarantee that the Contract 19 Demolition/Flood Control PWP-CL-1999-354, which we have constructed, has been completed in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of the work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of acceptance of the above-named work by the City of Las Vegas, State of Nevada, without expense whatsoever to the City of Las Vegas ordinary wear and unusual abuse or neglect are exempted.

In the event of our failure to comply with the above-mentioned conditions within five (5) calendar days after being notified in writing by the City of Las Vegas, State of Nevada, we collectively or separately, do hereby authorize the City of Las Vegas to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction of work is started, it shall be carried through to completion.

Date of Completion _____

SIGNED this 15th day of April, 1999

Countersigned resident agent in Nevada.
 Pursuant to Nevada Revised Statute 680A.300:

Crysta J. Powell
 (Resident Agent)
 # 23840
 (State of Nevada, License Number)

Harris Insurance Services # 51656
 (Appointed Agent Name)

By: Crysta J. Powell
 (Signature)

Address: 5275 Arville Street, Suite 100
Las Vegas, NV 89118

Telephone: 702) 597-5110

Telephone: 702) 597-5110
 (Local Agent)

Telephone: 626) 792-2311
 (Bonding Company)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Boulder Construction, Inc.
 (Principal Contractor)

Jerry L. Ray - Assistant Secretary
 (Authorized Representative and Title)

By: Jerry L. Ray
 (Signature)

Surety: Fidelity and Deposit Company of Maryland
1726
 (State of Nevada, License Number)

Harris Insurance Services
 (Appointed Agent Name)

By: Andrew R. Platt
 (Signature) Attorney-in-Fact
 Address: 225 S. Lake Avenue, Suite 700

Pasadena, California 91101

Telephone: 626) 792-2311

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570", CURRENT REVISIONS).

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Andrew Platt of Los Angeles, California

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of May, A.D. 1985

ATTEST:



CW Robbins

Assistant Secretary

By

CM Pecot, Jr.

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

SS:

On this 21st day of May, A.D. 1985, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 15th day of April, 1999

J. Gregory Hamilton

Assistant Secretary

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

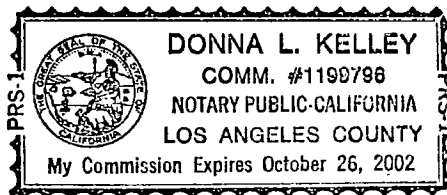
"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, . . . and to affix the seal of the Company thereto."

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles }

On April 15, 1999 before me, DONNA L. KELLEY, Notary Public,
personally appeared Andrew K. Platt,

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



WITNESS my hand and official seal.

Donna L. Kelley

J2118(CA)

LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER 8081846

DATE EXECUTED April 15, 1999

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A.090 AND ISSUED BY AN APPOINTED AGENT PURSUANT TO NEVADA REVISED STATUTE 683A.280. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS, That we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum **, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents. **Two Million Thirty-Three Thousand Seven Hundred
Thirty-Seven and No/100 - - - (\$2,033,737.00)

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain contract with the City, to perform all work required under the Bidding Schedule(s), Bid No. ***, of the City's specifications, entitled Contract 19 Demolition/Flood Control. FWP-CL-1999-354 .. ***99.53541.07-RC

NOW THEREFORE, if said CONTRACTOR, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State Law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State Law.

PROVIDED, that any modifications in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such modifications or extensions of the Contract is hereby waived by said Surety.

SIGNED this 15th day of April, 1999

Countersigned resident agent in Nevada.
Pursuant to Nevada Revised Statute 680a.300:

Crysta J. Powell
(Resident Agent)

23840
(State of Nevada, License Number)

Harris Insurance Services #51656
(Appointed Agent Name)

By: Crysta J. Powell
(Signature)

Address: 5275 Arville Street, Suite 100

Las Vegas, NV 89118

Telephone: 702) 597-5110

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Boulder Construction, Inc.

(Principal Contractor)

Jerry L. Ray - Assistant Secretary

(Authorized Representative and Title)

By: Jerry L. Ray

(Signature)

Surety: Fidelity and Deposit Company of Maryland

1726

(State of Nevada, License Number)

Harris Insurance Services

(Appointed Agent Name)

By: Andrew K. Platt

(Signature) Attorney-in-Fact

Address: 225 S. Lake Avenue, Suite 700

Pasadena, California 91101

Telephone: 626) 792-2311

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570", CURRENT REVISIONS).

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Andrew Platt of Los Angeles, California.

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of May, A.D. 1985.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



C W Robbins

Assistant Secretary

By

C M Pecot, Jr.

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

SS:

On this 21st day of May, A.D. 1985, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 15th day of April, 1999.

J. Gregory Hamilton
Assistant Secretary

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

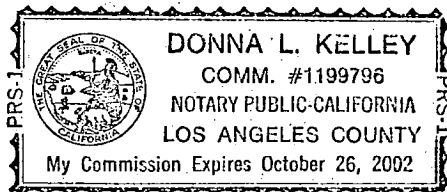
"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, . . . and to affix the seal of the Company thereto."

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles

On April 15, 1999 before me, DONNA L. KELLEY, Notary Public,
personally appeared Andrew K. Platt,

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



WITNESS my hand and official seal.

Donna L. Kelley

J2118(CA)

ACORD. CERTIFICATE OF INSURANCEDATE (MM/DD/YY)
04/20/99**PRODUCER**Averbeck Company
3270 Inland Empire Blvd #100
Ontario, CA 91764

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE**COMPANY**

A Hanover Insurance - A XIII

COMPANY

B

COMPANY

C

COMPANY

D

INSUREDPKB Construction, Inc., Etal
Boulder Construction Inc.
312 East Foothill, Suite B
Arcadia, CA 911006**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ OWNER'S & CONTRACTOR'S PROT ☒ PD Ded:1,000	ZHZ531081201	05/05/98	05/05/99	GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$50,000 MED EXP (Any one person) \$5,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL OTHER				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMSRe: Bid #99.53541.07-RC - Contract 19 Demolition/Flood Control
PWP-CL-1999-354
(See Attached Schedule.)**CERTIFICATE HOLDER**City of Las Vegas
Purchasing & Contracts Division
City Hall, 1st Floor
400 E. Stewart Avenue
Las Vegas, NV 89101**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

AUTHORIZED REPRESENTATIVE

DESCRIPTIONS (Continued from page 1.)

Certificate holder, its officers, employees and volunteers are additional insureds per form attached.

The cancellation clause has been amended to delete "endeavor to" and "but failure to..." wording.

*Except 10 days for non-payment of premium.

CG 20 26

POLICY NUMBER: ZHZ531081201 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED-
DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY PART.

SCHEDULE

Name of Person or Organization:

City of Las Vegas
Its Officers, Employees, and
Volunteers
Purchasing & Contracts Division
City Hall, 1st Floor
400 E. Stewart Avenue
Las Vegas, NV 89101

Bid #99.53541.07 RC
Contract 19 Demolition/Flood
Control

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CG 20 26

Copyright, Insurance Services Office, Inc., 1984



EMPLOYERS
INSURANCE COMPANY
OF NEVADA

CERTIFICATE OF INSURANCE

Issued Date (MM/DD/YY)
04-15-99

REPRESENTATIVE:

LAS VEGAS REGIONAL OFFICE
7180 POLLOCK DRIVE
LAS VEGAS, NV 89119

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANY:

EMPLOYERS INSURANCE COMPANY OF NEVADA

INSURED:

BOULDER CONSTRUCTION INC
2355 S RED ROCK ST #102
LAS VEGAS, NV 89146

THIS EMPLOYER ALSO DOES BUSINESS AS:

PROJECT NAME: ALL NEVADA JOBS

This is to certify that all employees of the above-named insured are covered under the Nevada workers' compensation policy number shown in (A) below, which became effective on the date shown (B). This certificate will remain in force until the expiration date (C) or until you have been notified otherwise.

A. POLICY NUMBER

B. POLICY EFFECTIVE DATE (MM/DD/YY)

C. POLICY EXPIRATION DATE (MM/DD/YY)

NWC-122501-08

06-04-98

06-04-99

This does not relieve you of the responsibility of premium payment on this subcontractor in the event he fails to pay premium while working for your business. In order to clear this subcontractor for final payment, contact this office for a final certificate. When you receive the final certificate, retain it in your file until the Employers Insurance Company of Nevada audits your policy.

Section 616B.789 of the Nevada Administrative Code will be used in determining the prime contractor's responsibility for insuring the uninsured sole owner or each uninsured partner.

NRS 616B.600 requires all out-of-state contractors who are working on construction projects in Nevada to cover their employees under Nevada worker's compensation insurance or self-insurance.

Any out-of-state contractors meeting the definition of NRS 624 working temporarily in Nevada must obtain Nevada workers' compensation insurance prior to the start of any project.

Nevada employers planning to work temporarily out of Nevada should contact the workers' compensation authority in the state where the work is to be performed, prior to the start of any project, to assure compliance with the states' laws.

The individual(s) specifically identified below have coverage and are insured under this certificate.

CERTIFICATE HOLDER

CITY OF LAS VEGAS
400 E STEWART AVE
LAS VEGAS, NV 89101

WARNING: This certificate does not absolve the prime contractor from potential liability for, but not limited to, the premium costs, associated penalties, claims and deductibles for any employee acquired through an employee leasing agreement.

CITY COUNCIL**MEETING OF
April 12, 1999****AGENDA DOCUMENTATION****TO:
CITY COUNCIL****FROM:**
Mark Vincent, Director
Finance & Business Services**SUBJECT: REJECTION OF BID AND AWARD OF BID NUMBER 990026, ANNUAL REQUIREMENTS
CONTRACT FOR TRAFFIC CONTROLLERS, CABINETS AND VIDEO DETECTORS****PURPOSE/BACKGROUND**

This requirement will provide the Traffic Engineering/Field Operations Division of Public Works with an Annual Requirements Contract for Traffic Controllers, Cabinets and Video Detectors for use at various intersections throughout the City of Las Vegas. The solicitation was issued to over 150 vendors and eleven (11) responses were received.

The apparent low bidder, Video Detection & Surveillance, Inc., for line item number 12, Class B Video, has offered an item which according to the specifications provided does not meet the required specifications and is therefore considered non-responsive. This deviation is considered material in nature; therefore, staff recommends rejection of their bid for line item number 12 as non-responsive.

BID ABSTRACT SUMMARY

See the attached bid abstract

FISCAL IMPACT

Funds are available in the General Fund and Traffic Signal Construction Fund.

RECOMMENDATIONS

Staff recommends rejection of the bid submitted by Video Detection & Surveillance, Inc. for line item number 12 as non-responsive and the award of line items 1, 2, 3 and 6, to Phoenix Highway Products, in the estimated amount of \$362,150; line items 4 and 5, to Intersection Development, in the estimated amount of \$41,497.50; line items 7, 11 and 12, to Southwest Traffic Systems, in the estimated amount of \$1,036,255; line item 8, to John C. Henberger Co., Inc., in the estimated amount of \$29,850; line item 9, to Pacific Lighting Sales, in the estimated amount of \$25,800; line item 10, to Jerry E. Fondaw & Associates, in the estimated amount of \$39,600; line item 13, to Video Detection & Surveillance, Inc., in the estimated amount of \$108,000; and line item 14, to EIS, in the estimated amount of \$66,500, for the period from date of award through March 31, 2000, with four (4) one-year options to renew.

PREPARED BY

Lloyd E. Davis

AGENDA ITEM

40

BID TITLE: Traffic Controllers Cabinets, and Video Detectors BID BOND REQD: NO BID #: 990026 BID OPENED: February 24, 1999 EST. \$: INV. SENT: BUYER: Lloyd E. Davis				VENDOR #1 NAME: Phoenix Highway Products ADDRESS: 2202 W. Lone Cactus Dr., Suite 4 ADDRESS: Phoenix, AZ 85027 PHONE #: 602-434-0509 CLV BUS LIC:		VENDOR #2 NAME: Intersection Dev. ADDRESS: 21629 N. 9th Ave #8 ADDRESS: Phoenix, AZ 85027 PHONE #: 602-516-1756 CLV BUS LIC:		VENDOR #3 NAME: Southwest Traffic Systems ADDRESS: 2702 E. Amberwood Dr. ADDRESS: Phoenix, AZ 85048 PHONE #: 602-706-7987 CLV BUS LIC:		VENDOR #4 NAME: John C. Henberger Co., Inc. ADDRESS: 26822 Vista Terrace ADDRESS: Lake Forest, CA 92630 PHONE #: 949-454-2028 CLV BUS LIC:	
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Empty Traffic Signal Controller Cabinet "Shell" (with Fans, Lights, Thermostats, and Shelves Only)	15	each	\$ 1,160.00	\$ 17,400.00	\$ 1,785.00	\$ 26,775.00	\$ 1,900.00	\$ 28,500.00		No Bid
2	16 Position Traffic Signal Controller Cabinet wired with racks for 2 channel, rack mounted detectors (less the detectors themselves) delivered with a complete 12 channel conflict monitor.	20	each	\$ 5,990.00	\$ 119,800.00	\$ 9,952.50	\$ 199,050.00	\$ 6,080.00	\$ 121,600.00		No Bid
3	16 Position Traffic Signal Controller Cabinet wired for Video Detection only delivered with a complete 12 channel Conflict Monitor	20	each	\$ 5,450.00	\$ 109,000.00	\$ 9,957.50	\$ 199,150.00	\$ 5,980.00	\$ 119,600.00		No Bid
4	NEMA Traffic Signal Controller, in accordance with Specifications	10	each	\$ 1,383.00	\$ 13,830.00	\$ 1,187.25	\$ 11,872.50	\$ 1,285.00	\$ 12,850.00		No Bid
5	12 Channel Conflict Monitor complete with the entire wiring harnesses for both "A" and "B" plugs. These units will be installed by City Staff	60	each	\$ 685.00	\$ 41,100.00	\$ 493.75	\$ 29,625.00	\$ 565.00	\$ 33,900.00		No Bid
6	2070N Traffic Signal Controller in accordance with the latest published Caltrans, Transportation Electrical Equipment Specifications, and the City's Special Provisions.	30	each	\$ 3,865.00	\$ 115,950.00	\$ 3,993.75	\$ 119,812.50	\$ 3,951.00	\$ 118,530.00		No Bid
7	Emergency Vehicle Preemption (external controller preemption) in accordance with Specifications	15	each		No Bid		No Bid	\$ 2,025.00	\$ 30,375.00	2,165.00	\$ 32,475.00
8	Emergency Vehicle Preemption (internal controller preemption) in accordance with Specifications	30	each		No Bid		No Bid	\$ 1,625.00	\$ 48,750.00	995.00	\$ 29,850.00

BID TITLE: Traffic Controllers Cabinets, and Video Detectors BID BOND REQD: NO BID #: 990026 BID OPENED: February 24, 1999 EST \$: INV. SENT: BUYER: Lloyd E. Davis				VENDOR #5 NAME: Pacific Lighting Sales ADDRESS: 23666 Birch Dr. Ste 100 ADDRESS: Lake Forest, CA 92630 PHONE #: 949-597-1633 CLV BUS LIC:		VENDOR #6 NAME: Jerry E. Fondaw & Assoc. ADDRESS: 1911 South Hardy ADDRESS: Tempe, Az 85284 PHONE #: CLV BUS LIC:		VENDOR #7 NAME: EIS ADDRESS: 150 Bridgetand Ave. Ste 204 ADDRESS: Toronto, Ontario M6A 1Z5 PHONE #: CLV BUS LIC:		VENDOR #8 NAME: Video Detection & Surveillance ADDRESS: P O Box 9359 ADDRESS: San Diego, CA 92169 PHONE #: 619-272-7139 CLV BUS LIC:	
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Empty Traffic Signal Controller Cabinet "Shell" (with Fans, Lights, Thermostats, and Shelves Only)	15	each		No Bid		No Bid		No Bid		No Bid
2	16 Position Traffic Signal Controller Cabinet wired with racks for 2 channel, rack mounted detectors (less the detectors themselves) delivered with a complete 12 channel conflict monitor.	20	each		No Bid		No Bid		No Bid		No Bid
3	16 Position Traffic Signal Controller Cabinet wired for Video Detection only delivered with a complete 12 channel Conflict Monitor	20	each		No Bid		No Bid		No Bid		No Bid
4	NEMA Traffic Signal Controller, in accordance with Specifications	10	each		No Bid		No Bid		No Bid		No Bid
5	12 Channel Conflict Monitor complete with the entire wiring harnesses for both "A" and "B" plugs. These units will be installed by City Staff	60	each		No Bid		No Bid		No Bid		No Bid
6	2070N Traffic Signal Controller in accordance with the latest published Caltrans, Transportation Electrical Equipment Specifications, and the City's Special Provisions.	30	each		No Bid		No Bid		No Bid		No Bid
7	Emergency Vehicle Preemption (external controller preemption) in accordance with Specifications	15	each		No Bid		No Bid		No Bid		No Bid
8	Emergency Vehicle Preemption (internal controller preemption) in accordance with Specifications	30	each		No Bid		No Bid		No Bid		No Bid

BID TITLE: Traffic Controllers Cabinets, and Video Detectors BID BOND REQD: NO BID #: 990026 BID OPENED: February 24, 1999 EST \$: INV. SENT: BUYER: Lloyd E. Davis				VENDOR #1 NAME: Phoenix Highway Products ADDRESS: 2202 W. Lone Cactus Dr., Suite 4 ADDRESS: Phoenix, AZ 85027 PHONE #: 602-434-0509 CLV BUS LIC:		VENDOR #2 NAME: Intersection Dev. ADDRESS: 21629 N. 8th Ave #8 ADDRESS: Phoenix, AZ 85027 PHONE #: 602-516-1756 CLV BUS LIC:		VENDOR #3 NAME: Southwest Traffic Systems ADDRESS: 2702 E. Amberwood Dr. ADDRESS: Phoenix, AZ 85048 PHONE #: 6002-706-7987 CLV BUS LIC:		VENDOR #4 NAME: John C. Henberger Co., Inc. ADDRESS: 26822 Vista Terrace ADDRESS: Lake Forest, CA 92630 PHONE #: 949-454-2028 CLV BUS LIC:	
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
9	2-Channel "Rack-Mounted" Vehicle Detectors with LCD Displays, in accordance with specifications.	200	each	\$ 198.00	\$ 39,600.00	\$ 252.94	\$ 50,588.00	\$ 216.00	\$ 43,200.00		No Bid
10	Uninterruptible Power Supply for installation within a type "R" Cabinet, in accordance with specifications	20	each		No Bid	\$ 2,993.00	\$ 59,860.00	\$ 2,645.00	\$ 52,900.00		No Bid
11	Class A Video Detection Systems, in accordance with specifications.	40	each		NO Bid		No Bid	\$ 17,748.00	\$ 709,920.00		No Bid
12	Class B Video Detection Systems, in accordance with specifications	20	each	\$ 17,050.00	\$ 341,000.00		No Bid	\$ 14,798.00	\$ 295,960.00		No Bid
13	Class C Video Detection Systems, in accordance with specifications	30	each	\$ 4,750.00	\$ 142,500.00		No Bid	\$ 4,500.00	\$ 135,000.00		No Bid
14	True Presence Microwave Detection System, in accordance with specifications	20	each		No Bid		No Bid	\$ 3,580.00	\$ 71,600.00		No Bid
	Total for all items				\$ 940,180.00		\$ 696,733.00		\$ 1,822,685.00		\$ 62,325.00
	Acknowledge of Addendum #1				Yes		Yes		Yes		Yes
Approve recommendation of award to low bidder: Yes _____ No _____											
Dept/Div Signature _____ Date _____											

BID TITLE: Traffic Controllers Cabinets, and Video Detectors
BID BOND REQD: NO
BID #: 990026
BID OPENED: February 24, 1999
EST \$:
INV. SENT:
BUYER: Lloyd E. Davis

VENDOR #5
NAME: Pacific Lighting Sales
ADDRESS: 23666 Birch Dr. Ste 100
ADDRESS: Lake Forest, CA 92630
PHONE #949-597-1633
CLV BUS LIC:

VENDOR #6
NAME: Jerry E. Fondaw & Assoc.
ADDRESS: 1911 South Hardy
ADDRESS: Tempe, Az 85284
PHONE #:
CLV BUS LIC:

VENDOR #7
NAME: EIS
ADDRESS: 150 Bridgeland Ave.
 Ste 204
ADDRESS: Toronto, Ontario M6A 1Z5
PHONE #:
CLV BUS LIC:

VENDOR #8
NAME: Video Detection & Surveillance
ADDRESS: P O Box 9359
ADDRESS: San Diego, CA 92169
PHONE #: 619-272-7139
CLV BUS LIC:

[illegible]

BID TITLE: Traffic Controllers Cabinets, and Video Detectors
 BID BOND REQD: NO
 BID #: 990026
 BID OPENED: February 24, 1999
 EST \$:
 INV. SENT:
 BUYER: Lloyd E. Davis

VENDOR #9
 NAME: Econolite Control Products
 ADDRESS: 3360 E. La Palma Ave
 ADDRESS: Anaheim, CA 92806
 PHONE #714-630-3700
 CLV BUS LIC:

R #10
 NAME: G & G Technology
 ADDRESS: P O Box 428
 ADDRESS: Chandler, AZ 85244
 PHONE #: 800-833-2530
 CLV BUS LIC:

VENDOR #11
 NAME: EDC-Erpel Design
 ADDRESS: 841 Tech Drive
 ADDRESS: Telford, PA 18969
 PHONE #: 215-723-5577
 CLV BUS LIC:

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Empty Traffic Signal Controller Cabinet "Shell" (with Fans, Lights, Thermostats, and Shelves Only)	15	each	\$ 2,080.80	\$ 31,212.00		No Bid	\$ 2,325.00	\$ 34,875.00
2	16 Position Traffic Signal Controller Cabinet wired with racks for 2 channel, rack mounted detectors (less the detectors themselves) delivered with a complete 12 channel conflict monitor.	20	each	\$ 11,507.00	\$ 230,140.00		No Bid		No Bid
3	16 Position Traffic Signal Controller Cabinet wired for Video Detection only delivered with a complete 12 channel Conflict Monitor	20	each	\$ 10,651.00	\$ 213,020.00		No Bid		No Bid
4	NEMA Traffic Signal Controller, in accordance with Specifications	10	each	\$ 1,457.00	\$ 14,570.00		No Bid		No Bid
5	12 Channel Conflict Monitor complete with the entire wiring harnesses for both "A" and "B" plugs. These units will be installed by City Staff	60	each	\$ 996.90	\$ 59,814.00		No Bid		No Bid
6	2070N Traffic Signal Controller in accordance with the latest published Caltrans, Transportation Electrical Equipment Specifications, and the City's Special Provisions.	30	each		No Bid		No Bid		No Bid
7	Emergency Vehicle Preemption (external controller preemption) in accordance with Specifications	15	each		No Bid		No Bid		No Bid
8	Emergency Vehicle Preemption (internal controller preemption) in accordance with Specifications	30	each		No Bid		No Bid		No Bid

BID TITLE: Traffic Controllers Cabinets, and Video Detectors
 BID BOND REQD: NO
 BID #: 890028
 BID OPENED: February 24, 1999
 EST \$:
 INV. SENT:
 BUYER: Lloyd E. Davis

VENDOR #9
 NAME: Econofite Control Products
 ADDRESS: 3360 E. La Palma Ave
 ADDRESS: Anaheim, CA 92806
 PHONE #714-630-3700
 CLV BUS LIC:

VENDOR #10
 NAME: G & G Technology
 ADDRESS: P O Box 428
 ADDRESS: Chandler, AZ 85244
 PHONE #: 800-833-2530
 CLV BUS LIC:

VENDOR #11
 NAME: EDC-Erpel Design
 ADDRESS: 841 Tech Drive
 ADDRESS: Telford, PA 18969
 PHONE #: 215-723-5577
 CLV BUS LIC:

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
9	2-Channel "Rack-Mounted" Vehicle Detectors with LCD Displays, in accordance with specifications.	200	each	\$ 291.40	\$ 58,280.00		No Bid		No Bid
10	Uninterruptible Power Supply for installation within a type "R" Cabinet, in accordance with specifications	20	each	\$ 4,238.00	\$ 84,760.00	\$ 3,360.00	\$ 67,200.00		No Bid
11	Class A Video Detection Systems, in accordance with specifications.	40	each	\$ 24,483.00	\$ 979,320.00		No Bid		No Bid
12	Class B Video Detection Systems, in accordance with specifications	20	each	\$ 18,488.00	\$ 369,760.00		No Bid		No Bid
13	Class C Video Detection Systems, in accordance with specifications	30	each	\$ 11,060.00	\$ 331,800.00		No Bid		No Bid
14	True Presence Microwave Detection System, in accordance with specifications	20	each		No Bid		No Bid		No Bid
	Total for all items				\$ 2,372,676.00		\$ 67,200.00		\$ 34,875.00
	Acknowledge of Addendum #1				Yes		Yes		No
	No Bids: Carsonite International, EIS, Calolympic, Whelen Engineering, POM Inc, Trigg Industries, Adamson Industries, Wastewater Connection, Southwest Systems, Sobel Westex, Ross Equip., Almac Assoc. Linear Dynamics								
	ABC Manufacturing, General Traffic Equipment, Stanford Distributors, Ennis Paint, Vulcan Signs, Traffic Parts, Tomar Electronics, Sun States, Work Area Protection, Radiator Specialty, Dialight, Duncan Industries, Clifford of Vermont,								
	Direct Safety Solutions, Flint Trading Inc., Swarco, The Pole Co., Cataphote,								

Approve recommendation of award to low bidder: Yes ☒ No ☐
Kenneth M. Edwards 3/30/99
 Dept/Div Signature Date

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 20

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**DEPARTMENT OF FINANCE & BUSINESS
SERVICES - CONSENT****AWARD OF BIDS/REJECTIONS/RENEWALS/
TERMINATIONS**

41

Award of bid number 990044, annual sodium hypochlorite and sodium bisulfite solutions - Department of Public Works

Award recommended to: THATCHER NEVADA, L.L.C (Estimated annual amount of \$1,540,500)

ADAMSEN - Motion to APPROVE:**Items 4 through 39****Items 41 and 42****Items 44 through 49****Items 51 through 53****Items 55 through 92****Items 94 and 95****- carried UNANIMOUSLY with JONES excused****Items 40, 43 & 93:****STRICKEN under separate action**
(see individual items)**Items 50 & 54:****APPROVED under separate actions**
(see individual items)

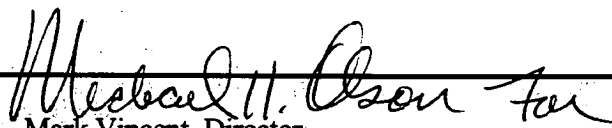
There was no discussion.

(10:21 - 10:22)

1-590

CITY COUNCILMEETING OF
April 12, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:

 Mark Vincent, Director
 Finance and Business Services

SUBJECT: REQUEST APPROVAL TO AWARD BID NUMBER 990044, ANNUAL SODIUM HYPOCHLORITE AND SODIUM BISULFITE SOLUTION
PURPOSE/BACKGROUND

The Public Works Department requires an annual requirements contract for the delivery of bulk sodium hypochlorite and sodium bisulfite solution for the use at the Water Pollution Control Facility. It is required for the disinfection of effluent water. The term of this contract will be from date of notice to proceed through June 30, 2000, with four (4) one-year renewal options.

BID ABSTRACT SUMMARY

		<u>Lot 1</u>	<u>Lot II</u>
Thatcher Nevada, L.L.C.	Henderson, NV	\$1,099,500	\$441,000
All-Pure Chemical Co.	Walnut Creek, CA	\$1,555,000	No Bid
Farmington Chemical Distributors	Farmington, NM	No Bid	\$511,200
L.A. Chemical Corp.	North Las Vegas, NV	No Bid	\$514,800
Pressure Vessel Service, Inc.	Santa Fe Springs, CA	No Bid	\$972,000

FISCAL IMPACT

Funds are available in the Sanitation Enterprise Fund.

RECOMMENDATIONS

Staff recommends that the City Council approve the award of Bid Number 990044, Annual Sodium Hypochlorite and Sodium Bisulfite Solution, to Thatcher Nevada, L.L.C., for Lots I and II, in the estimated annual amount of \$1,540,500, with four (4) one-year renewal options.

PREPARED BY

David Rawski

AGENDA ITEM

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 21

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

	DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT	
	<u>AWARD OF BIDS/REJECTIONS/RENEWALS/TERMINATIONS</u>	
42	Rejection of bids and award of bid number 990041, annual requirements contract for traffic masts & poles; various signal assemblies and replacement parts - Department of Public Works Award recommended to: VARIOUS SUPPLIERS (See Bid Abstract Summary) (Estimated annual aggregate amount of \$453,700)	ADAMSEN - Motion to APPROVE: Items 4 through 39 Items 41 and 42 Items 44 through 49 Items 51 through 53 Items 55 through 92 Items 94 and 95 - carried UNANIMOUSLY with JONES excused Items 40, 43 & 93: STRICKEN under separate action (see individual items) Items 50 & 54: APPROVED under separate actions (see individual items) ***** There was no discussion. (10:21 - 10:22) 1-590
43	Rejection of bid and award of bid number 990045, annual requirements contract for traffic paint - Department of Public Works Award recommended to: PERVO PAINT COMPANY (Estimated annual amount of \$80,000)	ADAMSEN - Motion to bring forward and STRIKE items 40, 43, and 93, and Hold in ABEYANCE item 113 to 4/26/99 - UNANIMOUS with JONES excused ***** There was no discussion. (10:18 - 10:19) 1-449
44	Rejection of bid and award of bid number 990054, annual requirements contract for fencing - Department of Public Works Award recommended to: THE TIBERTI FENCE COMPANY (Estimated annual amount of \$80,000)	APPROVED - see above Item No. 42
45	Award of bid number 990056, annual requirements contract for elevator maintenance - Department of Public Works Award recommended to: THYSSEN/DOVER ELEVATOR (Estimated annual amount of \$60,000)	APPROVED - see above Item No. 42

CITY COUNCIL**MEETING OF
April 12, 1999****AGENDA DOCUMENTATION****TO:****City Council****FROM:**
Mark Vincent, Director
Finance & Business Services**SUBJECT: REQUEST REJECTION OF BIDS AND AWARD BID NUMBER 990041, ANNUAL
REQUIREMENTS CONTRACT FOR TRAFFIC MASTS & POLES; VARIOUS SIGNAL
ASSEMBLIES AND REPLACEMENT PARTS****PURPOSE/BACKGROUND**

This request will provide for an Annual Requirements Contract for Traffic Masts & Poles; Various Signal Assemblies and Replacement Parts for use by the Traffic/Electrical Field Operations Division. The period of performance will be from date of award through March 31, 2000, with four one-year options to renew.

Paragraph 21, Award of Bid, General Conditions, states that a bidder must bid all line items in a lot to be considered responsive. Phoenix Highway Products failed to bid on all items within Lot II, Jerry Fondaw & Associates failed to bid on all items within Lot III, and Traffic Parts Inc. failed to bid on all items within Lot IV. These deviations are considered material in nature; therefore, staff recommends rejection of their bids as non-responsive, for the respective Lots.

The initiating department is Public Works.

BID ABSTRACT SUMMARY

See the attached abstract

FISCAL IMPACT

Funds are available in the General Fund and Traffic Signal Construction Fund.

RECOMMENDATIONS

Staff recommends that the City Council reject the bids of Phoenix Highway Products for Lot II, Jerry Fondaw & Associates for Lot III, Traffic Parts, Inc. for Lot IV and approve the award of Bid Number 990049, Annual Requirements Contract, Traffic Masts & Poles; Various Signal Assemblies and Replacement Parts, Lot I, Traffic Signals, Poles, Mast Arms, Cover Bases, to Jerry Fondaw & Associates, Tempe AZ, in the estimated annual amount of \$268,700; Lot II, Signal Assemblies, to Intersection Development, Downey, CA, in the estimated annual amount of \$150,000; Lot III, Replacement Parts, to Traffic Parts, Inc., Spring, TX, in the estimated annual amount of \$15,000; and Lot IV, Replacement Parts, to Econolite Control Products, Anaheim, CA, in the estimated annual amount of \$20,000, for the period from date of award through March 31, 2000, with four one-year options to renew. Request authorization to award to the next low bidder during the initial period if the original award is terminated due to non-performance.

PREPARED BY

Lloyd E. Davis

AGENDA ITEM

42

BID TITLE: TRAFFIC MASTS & POLES; VARIOUS SIGNAL ASSEMBLIES AND REPLACEMENT PARTS
 BID BOND REQ'D
 BID # 990041-LED
 BID OPENED: FEBRUARY 22, 1999
 EST \$
 INV. SENT
 BUYER: LLOYD DAVIS

VENDOR #1
 NAME: Jerry Fondaw & Assoc
 ADDRESS: 1111 South Hardy
 ADDRESS: Tempe, AZ 85284
 PHONE: 602-698-0602
 CLV BUS LIC:

VENDOR #2
 NAME: Intersection Development
 ADDRESS: 300 E. Hall Road
 ADDRESS: Downey, Ca 90241-5309
 PHONE: 800-733-7872
 CLV BUS LIC:

VENDOR #3
 NAME: Traffic Parts Inc.
 ADDRESS: P O Box
 ADDRESS: Spring, TX 77383
 PHONE: 800-3456329
 CLV BUS LIC:

VENDOR #4
 NAME: Econolite Control Prod.
 ADDRESS: 360 E. La Palma Ave.
 ADDRESS: Anaheim, CA 92808
 PHONE: 714-630-3700
 CLV BUS LIC:

VENDOR #5
 NAME: McCain Traffic Supply
 ADDRESS:
 ADDRESS:
 PHONE #:
 CLV BUS LIC:

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
	Lot I Traffic Signals, Poles, Mast Arms, Cover Bases												
1	XX-A-30'-0" Pole with 15' Luminaire Arm and Anchor Bolts complete per CCA Drawings 404.406 Sheets 3, 4 and 5 also 404.209	30	Each	\$ 2,383.70	\$ 71,511.00		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			XX-A-30 W/15LMA									
	Minimum Ordering Quantity												
2	XX-30'-0" Pole with 15' Luminaire Arm and Anchor Bolts complete per CCA Drawings 404.406 Sheets 1, 2 and 5 also 404.208	12	Each	\$ 1,665.40	\$ 19,984.80		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			XX-30 W/15LMA									
	Minimum Ordering Quantity												
3	Type XX - 30' -0" - SP65 Special Pole with 15' Luminaire Arm and Anchor Bolts Complete per Specified Drawing.	10	Each	\$ 2,493.70	\$ 24,937.00		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			XX-30-SP65 W/15LMA									
	Minimum Ordering Quantity												
4	1-A Pole, 10', with Anchor Bolts, complete per CCA Drawing 404.402	62	Each	\$ 303.60	\$ 18,623.20		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			1A10									
	Minimum Ordering Quantity												
5	1-B Pole, 7', with Anchor Bolts, complete per CCA Drawing 404.402	62	Each	\$ 161.70	\$ 10,025.40		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			1B10									
	Minimum Ordering Quantity												

BID TITLE: TRAFFIC MASTS & POLES; VARIOUS SIGNAL ASSEMBLIES AND REPLACEMENT PARTS
 BID BOND REQD: NO
 BID #: 990041-LED
 BID OPENED: FEBRUARY 22, 1999
 EST \$:
 INV. SENT:
 BUYER: LLOYD DAVIS

VENDOR #8
 NAME: Phoenix Highway Products
 ADDRESS: 2202 W. Lone Cactus Dr. #4
 ADDRESS: Phoenix, AZ 85027
 PHONE #602-434-0509
 CLV BUS LIC:

VENDOR #7
 NAME: Southwest Traffic Systems
 ADDRESS: 2702 E. Amberwood Dr.
 ADDRESS: Phoenix, AZ 85048
 PHONE #: 602-706-7967
 CLV BUS LIC:

VENDOR #6
 NAME: Nedco Supply
 ADDRESS: 4200 Spring Mtn Rd.
 ADDRESS:
 PHONE #: 367-0400
 CLV BUS LIC:

VENDOR #9
 NAME: Consolidate Electric
 ADDRESS: 4065 W. Russell Rd.
 ADDRESS: Las Vegas, Nv 89118
 PHONE #: 738-4949
 CLV BUS LIC:

VENDOR #10
 NAME: Standard Wholesale
 ADDRESS: 855 W. Bonanza Rd.
 ADDRESS: Las Vegas, NV 89106
 PHONE #: 382-6930
 CLV BUS LIC:

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
	Lot I Traffic Signals, Poles, Mast Arms, Cover Bases												
1	XX-A-30'-0" Pole with 15' Luminaire Arm and Anchor Bolts complete per CCA Drawings 404.406 Sheets 3, 4 and 5 also 404.209	30	Each		No Bid		No Bid	\$ 2,305.00	\$ 69,150.00	\$ 2,315.00	\$ 69,450.00	\$ 2,683.16	\$ 80,494.80
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							XXA-30		AMRTXXA-30' W15LUM ARM A/B		XXA30-00-15 W/AB'S	
	Minimum Ordering Quantity												
2	XX-30'-0" Pole with 15' Luminaire Arm and Anchor Bolts complete per CCA Drawings 404.406 Sheets 1, 2 and 5 also 404.208	12	Each		No Bid		No Bid	\$ 2,010.00	\$ 24,120.00	\$ 2,020.00	\$ 24,240.00	\$ 1,940.00	\$ 23,280.00
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							XX-30		AMRT XX30' W15' LUM ARM A/B		XX30-00-15 W/AB'S	
	Minimum Ordering Quantity												
3	Type XX - 30' -0" - SP65 Special Pole with 15' Luminaire Arm and Anchor Bolts Complete per Specified Drawing.	10	Each		No Bid		No Bid	\$ 3,097.00	\$ 30,970.00	\$ 3,088.00	\$ 30,880.00	\$ 3,034.74	\$ 30,347.40
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							XX-30 SP		AMRT XX-30' SP SHAFT LU ARM A/B		SPL30-00-15 W/AB'S	
	Minimum Ordering Quantity												
4	1-A Pole, 10', with Anchor Bolts, complete per CCA Drawing 404.402	62	Each		No Bid		No Bid	\$ 188.00	\$ 11,532.00	\$ 187.00	\$ 11,584.00	\$ 294.74	\$ 18,273.88
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							1-A		AMRT 1-A A/B		1A-10	
	Minimum Ordering Quantity												
5	1-B Pole, 7', with Anchor Bolts, complete per CCA Drawing 404.402	62	Each		No Bid		No Bid	\$ 178.00	\$ 11,036.00	\$ 178.00	\$ 11,036.00	\$ 308.42	\$ 19,122.04
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							1-B		AMRT 1-B A/B		1B-7'	
	Minimum Ordering Quantity												

BID TITLE: TRAFFIC MASTS & POLES; VARIOUS SIGNAL ASSEMBLIES AND REPLACEMENT PARTS
 BID BOND REQUIRED
 BID # 990041-LED
 BID OPENED: FEBRUARY 22, 1999
 EST \$
 INV. SENT
 BUYER: LLOYD DAVIS

VENDOR #1
 NAME: Jerry Fondaw & Assoc
 ADDRESS: 9111 South Hardy
 ADDRESS: Tempe, AZ 85284
 PHONE: 602-888-0602
 CLV BUS LIC:

VENDOR #2
 NAME: Intersection Development
 ADDRESS: 3300 E. Hall Road
 ADDRESS: Downey, Ca 90241-5309
 PHONE: 800-733-7872
 CLV BUS LIC:

VENDOR #3
 NAME: Traffic Parts Inc.
 ADDRESS: P O Box
 ADDRESS: Spring, TX 77383
 PHONE: 800-3456329
 CLV BUS LIC:

VENDOR #4
 NAME: Econolite Control Prod.
 ADDRESS: 360 E. La Palma Ave.
 ADDRESS: Anaheim, CA 92808
 PHONE: 714-630-3700
 CLV BUS LIC:

VENDOR #5
 NAME: McCain Traffic Supply
 ADDRESS
 ADDRESS
 PHONE #
 CLV BUS LIC:

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
6	65 Ft. Signal Mast Arm without Tenons Complete per specified Drawings	10	Each	\$ 1,762.20	\$ 17,622.00		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			65 SMA									
	Minimum Ordering Quantity												
7	60 Ft. Signal Mast Arm without Tenons Complete per CCA Drawing 404.406 sheets 3, 4, and 5.	10	Each	\$ 1,724.80	\$ 17,248.00		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			60 SMA									
	Minimum Ordering Quantity												
8	55 Ft. Signal Mast Arm without Tenons Complete per CCA Drawing 404.406 sheets, 3, 4, and 5.	15	Each	\$ 1,599.40	\$ 23,991.00		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			55 SMA									
	Minimum Ordering Quantity												
9	50' Signal Mast Arm without Tenons complete per CCA Drawing 404.406 Sheets 3, 4 and 5	10	Each	\$ 1,029.60	\$ 10,296.00		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			50 SMA									
	Minimum Ordering Quantity												
10	45' Signal Mast Arm without Tenons complete per CCA Drawing 404.406 Sheets 1, 2 and 5	10	Each	\$ 916.30	\$ 9,163.00		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			45 SMA									
	Minimum Ordering Quantity												
11	40' Signal Mast Arm without Tenons complete per CCA Drawing 404.406 Sheets 1, 2 and 5	8	Each	\$ 700.70	\$ 5,605.60		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			40 SMA									
	Minimum Ordering Quantity												

BID TITLE: TRAFFIC MASTS & POLES; VARIOUS SIGNAL ASSEMBLIES AND REPLACEMENT PARTS BID BOND REQD: NO BID #: 990041-LED BID OPENED: FEBRUARY 22, 1999 EST \$: INV. SENT: BUYER: LLOYD DAVIS				VENDOR #6 NAME: Phoenix Highway Products ADDRESS: 2202 W. Lone Cactus Dr. #4 ADDRESS: Phoenix, AZ 85027 PHONE #602-434-0509 CLV BUS LIC:		VENDOR #7 NAME: Southwest Traffic Systems ADDRESS: 2702 E. Amberwood Dr. ADDRESS: Phoenix, AZ 85048 PHONE #: 602-706-7987 CLV BUS LIC:		VENDOR #8 NAME: Nacoo Supply ADDRESS: 4200 Spring Mtn Rd. ADDRESS: PHONE #: 367-0400 CLV BUS LIC:		VENDOR #9 NAME: Consodale Electric ADDRESS: 4085 W. Russell Rd. ADDRESS: Las Vegas, Nv 89118 PHONE #: 736-4949 CLV BUS LIC:		VENDOR #10 NAME: Standard Wholesale ADDRESS: 655 W. Bonanza Rd. ADDRESS: Las Vegas, NV 89106 PHONE #: 382-6930 CLV BUS LIC:	
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
6	65 Ft. Signal Mast Arm without Tenons Complete per specified Drawings	10	Each		No Bid		No Bid	\$ 2,459.00	\$ 24,590.00	\$ 2,479.00	\$ 24,790.00	\$ 2,111.58	\$ 21,115.80
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							65 SMA		AMRT 65' SMA NO TENON		SMA65	
	Minimum Ordering Quantity												
7	80 Ft. Signal Mast Arm without Tenons Complete per CCA Drawing 404.406 sheets 3, 4, and 5.	10	Each		No Bid		No Bid	\$ 1,888.00	\$ 18,880.00	\$ 1,701.00	\$ 17,010.00	\$ 1,421.05	\$ 14,210.50
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							60 SMA		AMRT 60' SMA NO TENONS		SMA 80	
	Minimum Ordering Quantity												
8	55 Ft. Signal Mast Arm without Tenons Complete per CCA Drawing 404.406 sheets, 3, 4, and 5.	15	Each		No Bid		No Bid	\$ 1,554.00	\$ 23,310.00	\$ 1,567.00	\$ 23,505.00	\$ 1,225.28	\$ 18,378.90
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							55 SMA		AMRT 55' SMA NO TENONS		SMA 55	
	Minimum Ordering Quantity												
9	50' Signal Mast Arm without Tenons complete per CCA Drawing 404.406 Sheets 3, 4 and 5	10	Each		No Bid		No Bid	\$ 1,140.00	\$ 11,400.00	\$ 1,149.00	\$ 11,490.00	\$ 1,035.79	\$ 10,357.90
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							50 SMA		AMRT 50' SMA NO TENONS		SMA50	
	Minimum Ordering Quantity												
10	45' Signal Mast Arm without Tenons complete per CCA Drawing 404.406 Sheets 1, 2 and 5	10	Each		No Bid		No Bid	\$ 1,018.00	\$ 10,180.00	\$ 1,025.00	\$ 10,250.00	\$ 814.74	\$ 8,147.40
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							45 SMA		AMRT 45' SMA NO TENONS		SMA45	
	Minimum Ordering Quantity												
11	40' Signal Mast Arm without Tenons complete per CCA Drawing 404.406 Sheets 1, 2 and 5	8	Each		No Bid		No Bid	\$ 780.00	\$ 6,080.00	\$ 786.00	\$ 6,128.00	\$ 737.89	\$ 5,903.12
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							40 SMA		AMRT 40' SMA NO TENONS		SMA 40	
	Minimum Ordering Quantity												

BID TITLE: TRAFFIC MASTS & POLES; VARIOUS SIGNAL ASSEMBLIES AND REPLACEMENT PARTS BID BOND REQ'D BID # 990041-LED BID OPENED FEBRUARY 22, 1999 EST \$ INV. SENT BUYER: LLOYD DAVIS				VENDOR #1 NAME: Jerry Fondaw & Assoc ADDRESS: 1111 South Hardy ADDRESS: Tempe, AZ 85284 PHONE # 602-588-0602 CLV BUS LIC:		VENDOR #2 NAME: Intersection Development ADDRESS: 300 E. Hall Road ADDRESS: Downey, Ca 90241-5309 PHONE # 800-733-7872 CLV BUS LIC:		VENDOR #3 NAME: Traffic Parts Inc. ADDRESS: P O Box ADDRESS: Spring, TX 77383 PHONE # 800-3456329 CLV BUS LIC:		VENDOR #4 NAME: Econolite Control Prod. ADDRESS: 380 E. La Palma Ave. ADDRESS: Anaheim, CA 92808 PHONE # 714-630-3700 CLV BUS LIC:		VENDOR #5 NAME: McCain Traffic Supply ADDRESS ADDRESS PHONE # CLV BUS LIC:	
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
12	35' Signal Mast Arm without Tenons complete per CCA Drawing 404.406 Sheets 1, 2 and 5	6	Each	\$ 676.50	\$ 4,059.00		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			35 SMA									
13	30' Signal Mast Arm without Tenons complete per CCA Drawing 404.406 Sheets 1, 2 and 5	6	Each	\$ 484.00	\$ 2,904.00		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			30 SMA									
14	25' Signal Mast Arm without Tenons complete per CCA Drawing 404.406 Sheets 1, 2 and 5	6	Each	\$ 412.50	\$ 2,475.00		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			25 SMA									
15	Cover, Base, for an Old Style XX-30'-0 Signal Pole (17" Sq. Base Plate, 12" Dia. Pole, 16-1/2" Dia. Bolt Circle), complete per CCA Drawing 404.406 Sheet 2 of 6.	20	Each	\$ 79.20	\$ 1,584.00		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			Basecvr 12									
16	Cover, Base, for XX-30'-0 Signal Pole (17" Sq. Base Plate, 13" Dia. Pole, 16-1/2" Dia. Bolt Circle), complete per CCA Drawing 404.406 Sheet 2 of 6	60	Each	\$ 79.20	\$ 4,752.00		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			Basecvr 13									
17	Cover, Base, for XX-30'-0 Signal Pole (17" Sq. Base Plate, 13-1/2" Dia. Pole, 16 1/2" Dia. Bolt Circle), complete per CCA Drawing 404.406 Sheet 2 of 6	5	Each	\$ 79.20	\$ 396.00		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			Basecvr 13.5									

BID TITLE: TRAFFIC MASTS & POLES; VARIOUS SIGNAL ASSEMBLIES AND REPLACEMENT PARTS
 BID BOND REQ: NO
 BID #: 990041-LED
 BID OPENED: FEBRUARY 22, 1999
 EST \$:
 INV. SENT:
 BUYER: LLOYD DAVIS

VENDOR #6
 NAME: Phoenix Highway Products
 ADDRESS: 2202 W. Lone Cactus Dr. #4
 ADDRESS: Phoenix, AZ 85027
 PHONE #602-434-0509
 CLV BUS LIC:

VENDOR #7
 NAME: Southwest Traffic Systems
 ADDRESS: 2782 E. Amberwood Dr.
 ADDRESS: Phoenix, AZ 85048
 PHONE #: 602-706-7987
 CLV BUS LIC:

VENDOR #8
 NAME: Nedco Supply
 ADDRESS: 4200 Spring Mtn Rd.
 ADDRESS:
 PHONE #: 367-0400
 CLV BUS LIC:

VENDOR #9
 NAME: Conaculate Electric
 ADDRESS: 4085 W. Russell Rd.
 ADDRESS: Las Vegas, Nv 89118
 PHONE #: 736-4949
 CLV BUS LIC:

VENDOR #10
 NAME: Standard Wholesale
 ADDRESS: 855 W. Bonanza Rd.
 ADDRESS: Las Vegas, NV 89106
 PHONE #: 382-6930
 CLV BUS LIC:

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
12	35' Signal Mast Arm without Tenons complete per CCA Drawing 404.408 Sheets 1, 2 and 5	8	Each		No Bid		No Bid	\$ 704.00	\$ 4,224.00	\$ 710.00	\$ 4,260.00	\$ 697.89	\$ 4,187.34
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							35 SMA		AMRT 35; SMA NO TENONS		SMA 35	
13	30' Signal Mast Arm without Tenons complete per CCA Drawing 404.408 Sheets 1, 2 and 5	8	Each		No Bid		No Bid	\$ 617.00	\$ 3,702.00	\$ 622.00	\$ 3,732.00	\$ 588.32	\$ 3,397.92
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							30 SMA		AMRT 30' SMA NO TENONS		SMA 30	
14	25' Signal Mast Arm without Tenons complete per CCA Drawing 404.408 Sheets 1, 2 and 5	8	Each		No Bid		No Bid	\$ 510.00	\$ 3,080.00	\$ 514.00	\$ 3,084.00	\$ 512.83	\$ 3,075.78
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							25 SMA		AMRT 25' SMA NO TENONS		SMA 25	
15	Cover, Base, for an Old Style XX-30'-0 Signal Pole (17" Sq. Base Plate, 12" Dia. Pole, 16-1/2" Dia. Bolt Circle), complete per CCA Drawing 404.408 Sheet 2 of 6.	20	Each		No Bid		No Bid	\$ 87.00	\$ 1,740.00	\$ 87.00	\$ 1,740.00	\$ 44.21	\$ 884.20
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							BASECVR XX-30 OLD STYLE		AMRT BASECOVER OLD XX-30'		BE-XX-12"	
18	Cover, Base, for XX-30'-0 Signal Pole (17" Sq. Base Plate, 13" Dia. Pole, 16-1/2" Dia. Bolt Circle), complete per CCA Drawing 404.408 Sheet 2 of 6	60	Each		No Bid		No Bid	\$ 180.00	\$ 10,800.00	\$ 180.00	\$ 10,800.00	\$ 44.21	\$ 2,652.60
	Mfg. _____							BASECVR XX-30		AMERON		VALMONT	
	Part # _____									AMRT		BC-XX-13"	
17	Cover, Base, for XX-30'-0 Signal Pole (17" Sq. Base Plate, 13-1/2" Dia. Pole, 16 1/2" Dia. Bolt Circle), complete per CCA Drawing 404.408 Sheet 2 of 6	5	Each		No Bid		No Bid	\$ 180.00	\$ 900.00	\$ 180.00	\$ 900.00	\$ 44.21	\$ 221.05
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							BASE CVR XX-30		AMRT BASE COVER XX-30		BC-XX-13.5	

BID TITLE: TRAFFIC MASTS & POLES, VARIOUS SIGNAL ASSEMBLIES AND REPLACEMENT PARTS
 BID BOND REQ'D
 BID #990041-LED
 BID OPENED: FEBRUARY 22, 1999
 EST \$
 INV. SENT
 BUYER: LLOYD DAVIS

VENDOR #1
 NAME: Jerry Fondaw & Assoc
 ADDRESS: 9111 South Hardy
 ADDRESS: Tempe, AZ 85284
 PHONE: #602-698-0602
 CLV BUS LIC:

VENDOR #2
 NAME: Intersection Development
 ADDRESS: 300 E. Hall Road
 ADDRESS: Downey, Ca 90241-5309
 PHONE: #800-733-7872
 CLV BUS LIC:

VENDOR #3
 NAME: Traffic Parts Inc.
 ADDRESS: P O Box
 ADDRESS: Spring, TX 77383
 PHONE: #800-3456329
 CLV BUS LIC:

VENDOR #4
 NAME: Econolite Control Prod.
 ADDRESS: 360 E. La Palma Ave.
 ADDRESS: Anaheim, CA 92806
 PHONE: #714-830-3700
 CLV BUS LIC:

VENDOR #5
 NAME: McCain Traffic Supply
 ADDRESS:
 ADDRESS:
 PHONE #:
 CLV BUS LIC:

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
18	Cover, Base, for XX-A-30'-0 Signal Pole (19" Sq. Base Plate, 14-1/2" Dia. Pole, 19" Dia. Bolt Circle), complete per CCA Drawing 404.406 Sheet 4 of 6	60	Each	\$ 93.50	\$ 5,610.00		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			Basecvr 14.5									
19	Cover Base, For Old Style 1-A, 10' Signal Pole (9" Sq. Base Plate, 6" Dia. Pole, 8-1/2" Dia. Bolt Circle), complete per CCA Drawing 404.402	18	Each	\$ 47.30	\$ 851.40		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			Basecvr 6									
20	Cover, Base, For 1-A, 10' Signal Pole (9" Sq. Base Plate, 5-1/2" Dia. Pole, 8-1/2" Dia. Bolt Circle), complete per CCA Drawing 404.402	100	Each	\$ 47.30	\$ 4,730.00		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			Basecvr 5.5									
21	Cover, Base, For A 1-B, 7' Signal Pole (9" Sq. Base Plate, 5" Dia. Pole, 8-1/2" Dia. Bolt Circle), complete per CCA Drawing 404.402	100	Each	\$ 47.30	\$ 4,730.00		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			Basecvr 5.5									
22	Cover, Base, for Type XX-30'-0" - SP 65 Special Pole, Top, Pole, Removable, XX-A-30'-0", complete per CCA Drawing 404.406 Sheet 3	20	Each	\$ 100.10	\$ 2,002.00		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			Basecvr - sp65									
23	Bolt, Mast Arm, 1-1/2" x 4-1/2", A325-X, XX-A-30'-0", complete per CCA Drawing 404.406 Sheet 4	24	Each	\$ 9.90	\$ 237.60		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			Bolt 1 1/2 x 4 1/2									

BID TITLE: TRAFFIC MASTS & POLES; VARIOUS SIGNAL ASSEMBLIES AND REPLACEMENT PARTS
 BID BOND REQD: NO
 BID #: 990041-LED
 BID OPENED: FEBRUARY 22, 1999
 EST \$:
 INV. SENT:
 BUYER: LLOYD DAVIS

VENDOR #6
 NAME: Phoenix Highway Products
 ADDRESS: 2202 W. Lone Cactus Dr. #4
 ADDRESS: Phoenix, AZ 85027
 PHONE #602-434-0509
 CLV BUS LIC:

VENDOR #7
 NAME: Southwest Traffic Systems
 ADDRESS: 2702 E. Amberwood Dr.
 ADDRESS: Phoenix, AZ 85048
 PHONE #: 602-706-7987
 CLV BUS LIC:

VENDOR #8
 NAME: Nedco Supply
 ADDRESS: 4200 Spring Min Rd.
 ADDRESS:
 PHONE #: 367-0400
 CLV BUS LIC:

VENDOR #9
 NAME: Consolidate Electric
 ADDRESS: 4085 W. Russell Rd.
 ADDRESS: Las Vegas, Nv 89118
 PHONE #: 736-4949
 CLV BUS LIC:

VENDOR #10
 NAME: Standard Wholesale
 ADDRESS: 855 W. Bonanza Rd.
 ADDRESS: Las Vegas, NV 89106
 PHONE #: 332-6930
 CLV BUS LIC:

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
18	Cover, Base, for XX-A-30'-0 Signal Pole (19" Sq. Base Plate, 14-1/2" Dia. Pole, 19" Dia. Bolt Circle), complete per CCA Drawing 404.406 Sheet 4 of 6	60	Each		No Bid		No Bid	\$ 18.00	\$ 1,080.00	\$ 118.00	\$ 7,080.00	\$ 44.21	\$ 2,652.60
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							BASE CVR XX-A-30		AMRT BASE COVER XXA-30		BC-XXA-14.5	
19	Cover Base, For Old Style 1-A, 10' Signal Pole (9" Sq. Base Plate, 6" Dia. Pole, 8-1/2" Dia. Bolt Circle), complete per CCA Drawing 404.402	18	Each		No Bid		No Bid	\$ 46.00	\$ 828.00	\$ 46.00	\$ 828.00	\$ 37.89	\$ 682.02
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							BASE CVR 1-A OLD STYLE		AMRT BASE COVER FOR OLD 1-A		BC-1A	
20	Cover, Base, For 1-A, 10' Signal Pole (9" Sq. Base Plate, 5-1/2" Dia. Pole, 8-1/2" Dia. Bolt Circle), complete per CCA Drawing 404.402	100	Each		No Bid		No Bid	\$ 46.00	\$ 4,600.00	\$ 46.00	\$ 4,600.00	\$ 37.89	\$ 3,789.00
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							BASE CVR 1-A		AMRT COVER FOR 1-A		BC-1A	
21	Cover, Base, For A 1-B, 7' Signal Pole (9" Sq. Base Plate, 5" Dia. Pole, 8-1/2" Dia. Bolt Circle) complete per CCA Drawing 404.402	100	Each		No Bid		No Bid	\$ 32.00	\$ 3,200.00	\$ 32.00	\$ 3,200.00	\$ 37.89	\$ 3,789.00
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							BASE COVER 1-B		AMRT BASE COVER FOR 1-B		BC-1B	
22	Cover, Base, for Type XX-30' -0" - SP 65 Special Pole, Top, Pole, Removable, XX-A-30'-0", complete per CCA Drawing 404.406 Sheet 3	20	Each		No Bid		No Bid	\$ 162.00	\$ 3,240.00	\$ 162.00	\$ 3,240.00	\$ 57.89	\$ 1,157.80
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							BASE CVR XX-30 65 SP		AMRT BASE CVR FOR XX-30 65 SP		BC-SPL65	
23	Bolt, Mast Arm, 1-1/2" x 4-1/2", A325-X, XX-A-30'-0", complete per CCA Drawing 404.406 Sheet 4	24	Each		No Bid		No Bid	\$ 16.00	\$ 384.00	\$ 16.00	\$ 384.00	\$ 9.47	\$ 227.28
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							BOLT, MAST ARM 1.5 X 4.5		AMRT BOLT MAST ARM 1.5 X 4.5		1.5" X 4.5" A325	

BID TITLE: TRAFFIC MASTS & POLES; VARIOUS SIGNAL ASSEMBLIES AND REPLACEMENT PARTS BID BOND REQ'D BID # 990041-LED BID OPENED: FEBRUARY 22, 1999 EST \$ INV. SENT BUYER: LLOYD DAVIS				VENDOR #1 NAME: Jerry Fordaw & Assoc ADDRESS: 111 South Hardy ADDRESS: Tempe, AZ 85284 PHONE # 602-698-6602 CLV BUS LIC:		VENDOR #2 NAME: Intersection Development ADDRESS: 300 E. Hall Road ADDRESS: Downey, Ca 90241-5309 PHONE # 800-733-7872 CLV BUS LIC:		VENDOR #3 NAME: Traffic Parts Inc. ADDRESS: P O Box ADDRESS: Spring, TX 77383 PHONE # 800-3456329 CLV BUS LIC:		VENDOR #4 NAME: Econolite Control Prod. ADDRESS: 360 E. La Palma Ave. ADDRESS: Anaheim, CA 92808 PHONE # 714-630-3700 CLV BUS LIC:		VENDOR #5 NAME: McCain Traffic Supply ADDRESS: ADDRESS: PHONE # CLV BUS LIC:	
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
24	Bolt, Mast Arm, 1-1/2" x 4", A325-X, XX-30'-0", complete per CCA Drawing 404.406 Sheet 2	24	Each	\$ 9.90	\$ 237.60		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			Bolt 1 1/2 x 4"									
25	Cover, Handhole, ID 4" x 6-1/2", XX-A-30'-0", complete per CCA Drawings 404.406 Sheet 3 and 4	24	Each	\$ 20.90	\$ 501.60		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			HHC 4 x 6 1/2									
26	Cover, Handhole, ID 4" x 6-1/2", XX-30'-0", complete per CCA Drawings 404.406 Sheet 1 and 2	24	Each	\$ 20.90	\$ 501.60		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			HHC 4 x 6 1/2									
27	Cover, Handhole, 1-A Pole, complete per CCA Drawing 404.402	30	Each	\$ 15.40	\$ 462.00		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			HHC 3 x 5									
28	Cover, Handhole, 1-B Pole, complete per CCA Drawing 404.402	30	Each	\$ 15.40	\$ 462.00		No Bid		No Bid		No Bid		No Bid
	Mfg. _____			Union Metal Corp.									
	Part # _____			HHC 3 X 5									
29	Misc. Items not listed	3000		0.03	\$ 2,910.00		No Bid		No Bid		No Bid		No Bid
	TOTAL LOT I				\$ 268,612.80		No Bid		No Bid		No Bid		No Bid

BID TITLE: TRAFFIC MASTS & POLES; VARIOUS SIGNAL ASSEMBLIES AND REPLACEMENT PARTS BID BOND REQD: NO BID #: 980041-LED BID OPENED: FEBRUARY 22, 1999 EST \$: INV. SENT: BUYER: LLOYD DAVIS				VENDOR #8 NAME: Phoenix Highway Products ADDRESS: 2202 W. Lone Cactus Dr. #4 ADDRESS: Phoenix, AZ 85027 PHONE #602-434-0509 CLV BUS LIC:		VENDOR #7 NAME: Southwest Traffic Systems ADDRESS: 2702 E. Amberwood Dr. ADDRESS: Phoenix, AZ 85048 PHONE #: 602-706-7987 CLV BUS LIC:		VENDOR #6 NAME: Nedco Supply ADDRESS: 4200 Spring Mtn Rd. ADDRESS: PHONE #: 387-0400 CLV BUS LIC:		VENDOR #9 NAME: Consolidate Electric ADDRESS: 4085 W. Russell Rd. ADDRESS: Las Vegas, Nv 89118 PHONE #: 736-4949 CLV BUS LIC:		VENDOR #10 NAME: Standard Wholesale ADDRESS: 855 W. Bonanza Rd. ADDRESS: Las Vegas, NV 89106 PHONE #: 382-6930 CLV BUS LIC:	
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
24	Bolt, Mast Arm, 1-1/2" x 4", A325-X, XX-30'-0", complete per CCA Drawing 404.406 Sheet 2	24	Each		No Bid		No Bid	\$ 17.00	\$ 408.00	\$ 17.00	\$ 408.00	\$ 9.47	\$ 227.28
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							BOLT, MAST ARM 1.5 X 4		AMRT BOLT MAST ARM 1.5 X 4		1.5" X 4" A325	
25	Cover, Handhole, ID 4" x 6-1/2", XX-A-30'-0", complete per CCA Drawings 404.406 Sheet 3 and 4	24	Each		No Bid		No Bid	\$ 13.00	\$ 312.00	\$ 13.00	\$ 312.00	\$ 31.25	\$ 750.00
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							HANDHOLE COVER XXA-30		AMRT HAND HOLE COVER XXA-30		HH COVER - XXA	
26	Cover, Handhole, ID 4" x 6-1/2", XX-30'-0", complete per CCA Drawings 404.406 Sheet 1 and 2	24	Each		No Bid		No Bid	\$ 13.00	\$ 312.00	\$ 13.00	\$ 312.00	\$ 31.58	\$ 757.92
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							HANDHOLE COVER XX-30		AMRT HAND HOLE COVER XX-30		HH COVER - XX	
27	Cover, Handhole, 1-A Pole, complete per CCA Drawing 404.402	30	Each		No Bid		No Bid	\$ 13.00	\$ 390.00	\$ 13.00	\$ 390.00	\$ 25.28	\$ 757.80
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							HANDHOLE COVER 1-A		AMRT HANDHOLD COVER 1-A		HH COVER 1A	
28	Cover, Handhole, 1-B Pole, complete per CCA Drawing 404.402	30	Each		No Bid		No Bid	\$ 13.00	\$ 390.00	\$ 13.00	\$ 390.00	\$ 25.28	\$ 757.80
	Mfg. _____							AMERON		AMERON		VALMONT	
	Part # _____							HANDHOLE COVER 1-B		AMRT HANDHOLE COVER 1-B		HH COVER 1B	
29	Misc. Items not listed	\$3,000			No Bid		No Bid	\$ 0.12	\$ 2,640.00	\$ 0.10	\$ 2,700.00	\$ 0.05	\$ 2,850.00
	TOTAL LOT I				NO BID		NO BID		\$ 281,458.00		\$ 288,733.00		\$ 282,449.13

BID TITLE: TRAFFIC MASTS & POLES; VARIOUS SIGNAL ASSEMBLIES AND REPLACEMENT PARTS BID BOND REQD: NO BID #: 990041-LED BID OPENED: FEBRUARY 22, 1999 EST \$: INV. SENT: BUYER: LLOYD DAVIS				VENDOR #1 NAME: Jerry Fondaw & Assoc ADDRESS: 9111 South Hardy ADDRESS: Tempe, AZ 85284 PHONE #:602-698-0602 CLV BUS LIC:		VENDOR #2 NAME: Intersection Development ADDRESS: 9300 E. Hall Road ADDRESS: Downey, Ca 90241-5309 PHONE #: 800-733-7872 CLV BUS LIC:		VENDOR #3 NAME: Traffic Parts Inc. ADDRESS: P O Box ADDRESS: Spring, TX 77383 PHONE #: 800-3456329 CLV BUS LIC:		VENDOR #4 NAME: Econolite Control Prod. ADDRESS: 3360 E. La Palma Ave. ADDRESS: Anaheim, CA 92806 PHONE #: 714-630-3700 CLV BUS LIC:		VENDOR #5 NAME: McCain Traffic Supply ADDRESS: ADDRESS: PHONE #: CLV BUS LIC:	
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
	Lot II Signal Assemblies												
1	B-1T Signal Assembly with Louvered Back Plate, All Ball Indications, per CCA Drawings, 404.1024, 404.1005, 404.1202, 404.1208, 404.1208 and 404.901 Latest Revisions	42	Each		No Bid	\$ 241.25	\$ 10,132.50	\$ 340.00	\$ 14,280.00	\$ 365.00	\$ 15,330.00	\$ 268.00	\$ 11,172.00
	Mfg. _____ Part # _____					IDC ST30444C211&S S032FBK&6F2005 AOG		TP/CH SIDTC-LO1- ROO-GA1-1FF- ANF-1A SIG- TAG-305-CFG- EVN-0 &5330		Econolite p59LB52		MCCAIN TRFFIC SUPPLY MTSTA3046A, MMP1215,MBP TA30.5GSLI MFCSV-1-T-BR	
2	Adapter, Post-Top Mounted, 1-Way, with Shurlock Top Port, Offset, Bronze, Green, Econolite Part Number E2007G2 or Equal	12	Each		No Bid	\$ 40.00	\$ 480.00	\$ 40.00	\$ 480.00	\$ 38.00	\$ 432.00	\$ 51.00	\$ 612.00
	Mfg. _____ Part # _____					IDC SF7001BOG		TP 3023 & (2833X4-14)		Econolite E2007G2		MCCAIN TRFFIC SUPPLY MFP38B	
	Minimum ordering quantity												
3	Modification Kit, M-8, Pedestrian Signal, Neon to Incandescent, McCain Traffic Supply Number P1100MK-1 or Equal	375	Each		No Bid	\$ 80.00	\$ 30,000.00	\$ 253.75	\$ 95,156.25	\$ 209.00	\$ 78,375.00	67.15	\$ 25,181.25
	Mfg. _____ Part # _____					IDC LC-1		TP 422		IDC M8D		MCCAIN TRFFIC SUPPLY P1100MK-1	
	Minimum ordering quantity												
4	Modification Kit, E-8, Pedestrian Signal, Neon to Incandescent, McCain Traffic Supply Number P1100MK-EC1 or Equal.	120	Each		No Bid	\$ 105.00	\$ 12,600.00	\$ 187.25	\$ 22,470.00	\$ 209.00	\$ 25,080.00	\$ 72.00	\$ 8,640.00
	Mfg. _____ Part # _____					IDC LE-1		TP 5992		IDC E8D		MCCAIN TRFFIC SUPPLY P1100MK-EC1	

BID TITLE: TRAFFIC MASTS & POLES; VARIOUS SIGNAL ASSEMBLIES AND REPLACEMENT PARTS BID BOND REQD: NO BID #: 990041-LED BID OPENED: FEBRUARY 22, 1999 EST \$: INV. SENT: BUYER: LLOYD DAVIS				VENDOR #6 NAME: Phoenix Highway Products ADDRESS: 2202 W. Lone Cactus Dr. #4 ADDRESS: Phoenix, AZ 85027 PHONE #602-434-0509 CLV BUS LIC:		VENDOR #7 NAME: Southwest Traffic Systems ADDRESS: 2702 E. Amberwood Dr. ADDRESS: Phoenix, AZ 85048 PHONE #: 602-706-7987 CLV BUS LIC:		VENDOR #8 NAME: Nedco Supply ADDRESS: 4200 Spring Mtn Rd. ADDRESS: PHONE #: 387-0400 CLV BUS LIC:		VENDOR #9 NAME: Conacdata Electric ADDRESS: 4085 W. Russell Rd. ADDRESS: Las Vegas, Nv 89110 PHONE #: 738-4949 CLV BUS LIC:		VENDOR #10 NAME: Standard Wholesale ADDRESS: 855 W. Bonanza Rd. ADDRESS: Las Vegas, NV 89106 PHONE #: 382-6930 CLV BUS LIC:	
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
	Lot II Signal Assemblies												
1	B-1T Signal Assembly with Louvered Back Plate, All Ball Indications, per CCA Drawings, 404.1024, 404.1005, 404.1202, 404.1208, 404.1208 and 404.901 Latest Revisions	42	Each	\$ 310.00	\$ 13,020.00	\$ 328.00	\$ 13,776.00		No Bid		No Bid		No Bid
	Mfg. _____			EAGLE TRAFFIC CONTROL		McCain Traffic supply							
	Part # _____			SV1T113		MTS-BIT							
2	Adapter, Post-Top Mounted, 1-Way, with Shurlock Top Port, Offset, Bronze, Green, Econolite Part Number E2007G2 or Equal	12	Each	\$ 65.00	\$ 780.00	\$ 63.00	\$ 756.00		No Bid		No Bid		No Bid
	Mfg. _____			EAGLE TRAFFIC CONTROL		McCain Traffic supply							
	Part # _____			A804303B		MFP38B							
	Minimum ordering quantity												
3	Modification Kit, M-8, Pedestrian Signal, Neon to Incandescent, McCain Traffic Supply Number P1100MK-1 or Equal	375	Each		NO BID	\$ 73.00	\$ 27,375.00		No Bid		No Bid		No Bid
	Mfg. _____					McCain Traffic supply							
	Part # _____					P1100MK-1							
	Minimum ordering quantity												
4	Modification Kit, E-8, Pedestrian Signal, Neon to Incandescent, McCain Traffic Supply Number P1100MK-EC1 or Equal.	120	Each		NO BID	\$ 79.00	\$ 9,480.00		No Bid		No Bid		No Bid
	Mfg. _____					McCain Traffic Supply							
	Part # _____					P1100MK-EC1							
5	M-2 Signal Assembly with Louvered Back Plate, All Ball Indications, per CCA Drawings 404.1023, 404.1005, 404.1203 and 404.900 Latest Revisions	100	Each	\$ 300.00	\$ 30,000.00	\$ 243.00	\$ 24,300.00		No Bid		No Bid		No Bid
	Mfg. _____			EAGLE TRAFFIC CONTROL		McCain Traffic supply							
	Part # _____			MAS21		MTS-M2							

BID TITLE: TRAFFIC MASTS & POLES; VARIOUS SIGNAL ASSEMBLIES AND REPLACEMENT PARTS BID BOND REQD: NO BID #: 090041-LED BID OPENED: FEBRUARY 22, 1999 EST. & INV. SENT: BUYER: LLOYD DAVIS				VENDOR #1 NAME: Jerry Fondaw & Assoc ADDRESS: 9111 South Hardy ADDRESS: Tampa, AZ 85284 PHONE #802-598-0602 CLV BUS LIC:		VENDOR #2 NAME: Intersection Development ADDRESS: 9300 E. Hall Road ADDRESS: Downey, Ca 90241-6309 PHONE #: 800-733-7872 CLV BUS LIC:		VENDOR #3 NAME: Traffic Parts Inc. ADDRESS: P O Box ADDRESS: Spring, TX 77383 PHONE #: 800-3456329 CLV BUS LIC:		VENDOR #4 NAME: Econolite Control Prod. ADDRESS: 3360 E. La Palma Ave. ADDRESS: Anaheim, CA 92808 PHONE #: 714-630-3700 CLV BUS LIC:		VENDOR #5 NAME: McCain Traffic Supply ADDRESS: ADDRESS: PHONE #: CLV BUS LIC:	
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
5	M-2 Signal Assembly with Louvered Back Plate, All Ball Indications, per CCA Drawings 404.1023, 404.1005, 404.1203 and 404.900 Latest Revisions	100	Each		No Bid	\$ 200.75	\$ 20,075.00	\$ 310.00	\$ 31,000.00	\$ 281.00	\$ 28,100.00	\$ 208.00	\$ 20,800.00
	Mfg. _____					IDC		TP/CH		Econolite		MCCAIN TRFFIC SUPPLY	
	Part # _____					ST30444C211 & 550333FBK&SF8001BOG		MAST 2-GBS-2 & 5331 SIG-TAG-305-CFG-EVN-0		P59LA52		MTSTA304GA-MB, MMP1215, MBPTA305GM L1	
6	M-2 Signal Assembly with Louvered Back Plate, All Left Arrow Indications, per CCA Drawings 404.1023 Latest Revisions, 404.1005, 404.1203, 404.1410 and 404.900	24	Each		No Bid	\$ 217.50	\$ 5,220.00	\$ 315.00	\$ 7,560.00	\$ 235.00	\$ 5,640.00	\$ 228.00	\$ 5,472.00
	Mfg. _____					IDC		TP/CH		Econolite		MCCAIN TRFFIC SUPPLY	
	Part # _____					ST37444C211&550333FBK&5F8001BOG		Mast 2-gbs-2 5331 sig-tag-375-cfg-evn-0		TA31VSG2AGA1			
7	M-5 Signal Assembly (Mast Arm) with Louvered Back Plate per CCA Drawings 404.1030, 404.1031 and 404.903	30	Each		No Bid	\$ 370.00	\$ 11,100.00	\$ 545.00	\$ 16,350.00	\$ 501.00	\$ 15,030.00	\$ 408.00	\$ 12,240.00
	Mfg. _____					IDC		TP/CH		Econolite			
	Part # _____					ST59L444C211 & 550340FBK&SF8010BOG		MAST 2-GBB-2&SPNTM-GZN-ANN-3P SIG-TAG-588-CFG-EVN-0 & 3280		TA56VSG2AGA1			
8	W-1T Pedestrian Signal Assembly per CCA Drawing No. 404.1032 with 16" Incandescent Pedestrian Signal; US Hand/Man Symbol; Green Housing, Door & Visor; 3-Position T/B In Housing; Glass Lens; Sunscreen Only (Flat Black); Top and Bottom Entrance Holes; No SI	16	Each		No Bid	\$ 197.00	\$ 2,955.00	\$ 325.00	\$ 4,875.00	\$ 350.00	\$ 5,250.00	\$ 240.00	\$ 3,800.00
	Mfg. _____					IDC		TP/IDC		IDC/Econolite			
	Part # _____					70900G0101010101 & SF8012AOG		PSTTC-LGB-23Y-FF3-NF1-A 7090-00-02-01-01-01-01		p59dp55			

BID TITLE: TRAFFIC MASTS & POLES; VARIOUS SIGNAL ASSEMBLIES AND REPLACEMENT PARTS BID BOND REQD: NO BID #: 890041-LED BID OPENED: FEBRUARY 22, 1999 EST \$: INV. SENT: BUYER: LLOYD DAVIS				VENDOR #6 NAME: Phoenix Highway Products ADDRESS: 2202 W. Lone Cactus Dr. #4 ADDRESS: Phoenix, AZ 85027 PHONE #602-434-0509 CLV BUS LIC:		VENDOR #7 NAME: Southwest Traffic Systems ADDRESS: 2702 E. Amberwood Dr. ADDRESS: Phoenix, AZ 85048 PHONE #: 602-706-7987 CLV BUS LIC:		VENDOR #8 NAME: Nedco Supply ADDRESS: 4200 Spring Mtn Rd. ADDRESS: PHONE #: 367-0400 CLV BUS LIC:		VENDOR #9 NAME: Consolidate Electric ADDRESS: 4085 W. Russell Rd. ADDRESS: Las Vegas, Nv 89118 PHONE #: 730-4849 CLV BUS LIC:		VENDOR #10 NAME: Standard Wholesale ADDRESS: 855 W. Bonanza Rd. ADDRESS: Las Vegas, NV 89106 PHONE #: 382-6930 CLV BUS LIC:	
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
6	M-2 Signal Assembly with Louvered Back Plate, All Left Arrow Indications, per CCA Drawings 404.1023 Latest Revisions, 404.1005, 404.1203, 404.1410 and 404.900	24	Each	\$ 305.00	\$ 7,320.00	\$ 288.00	\$ 6,432.00		No Bid		No Bid		No Bid
	Mfg. _____			EAGLE TRAFFIC CONTROL		McCain Traffic supply							
	Part # _____			MAS23		MTS-M2-LAR							
7	M-5 Signal Assembly (Mast Arm) with Louvered Back Plate per CCA Drawings 404.1030, 404.1031 and 404.903	30	Each	\$ 577.00	\$ 17,310.00	\$ 478.00	\$ 14,280.00		No Bid		No Bid		No Bid
	Mfg. _____			EAGLE TRAFFIC		McCain Traffic supply							
	Part # _____			MAS5A05		MTS-M5							
8	W-1T Pedestrian Signal Assembly per CCA Drawing No. 404.1032 with 16" Incandescent Pedestrian Signal; US Hand/Man Symbol; Green Housing; Door & Visor; 3-Position T/B In Housing; Glass Lens; Sunscreen Only (Flat Black); Top and Bottom Entrance Holes; No SI	15	Each	\$ 355.00	\$ 5,325.00	\$ 302.00	\$ 4,530.00		No Bid		No Bid		No Bid
	Mfg. _____			ICC7090		McCain Traffic supply							
	Part # _____			TP1T12		MTS-WIT							
9	W-3T Pedestrian Signal Assembly per CCA Drawing No. 404.1032 with 16" Incandescent Pedestrian Signal; US Hand/Man Symbol; Green Housing Door & Visor; 3-Position T/B In Housing; Glass Lens; Sunscreen Only (Flat Black); Top and Bottom Entrance Holes; No Sid	48	Each	\$ 465.00	\$ 22,320.00	\$ 442.00	\$ 21,216.00		No Bid		No Bid		No Bid
	Mfg. _____			ICC7090		McCain Traffic supply							
	Part # _____			SP2T16		MTS-W3T							
10	Pedestrian Sign, Left per CCA Drawing 404.1034 Econolite P/N E-3892 or Equivalent	6	Each	\$ 15.00	\$ 90.00	\$ 10.00	\$ 60.00		No Bid		No Bid		No Bid
	Mfg. _____			EAGLE/WESTERN SIGN		McCain Traffic supply							
	Part # _____			A702374		MPB449L							

BID TITLE: TRAFFIC MASTS & POLES; VARIOUS SIGNAL ASSEMBLIES AND REPLACEMENT PARTS BID BOND REQD: NO BID #: 990041-LED BID OPENED: FEBRUARY 22, 1999 EST \$: INV. SENT: BUYER: LLOYD DAVIS				VENDOR #1 NAME: Jerry Fordaw & Assoc ADDRESS: 9111 South Hardy ADDRESS: Tempe, AZ 85284 PHONE #802-698-0602 CLV BUS LIC:		VENDOR #2 NAME: Intersection Development ADDRESS: 9300 E. Hall Road ADDRESS: Downey, Ca 90241-5309 PHONE #: 800-733-7872 CLV BUS LIC:		VENDOR #3 NAME: Traffic Parts Inc. ADDRESS: P O Box ADDRESS: Spring, TX 77363 PHONE #: 800-3456329 CLV BUS LIC:		VENDOR #4 NAME: Econolite Control Prod. ADDRESS: 3360 E. La Palma Ave. ADDRESS: Anaheim, CA 92806 PHONE #: 714-630-3700 CLV BUS LIC:		VENDOR #5 NAME: McCain Traffic Supply ADDRESS: ADDRESS: PHONE #: CLV BUS LIC:	
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
9	W-3T Pedestrian Signal Assembly per CCA Drawing No. 404.1032 with 16" Incandescent Pedestrian Signal; US Hand/Man Symbol; Green Housing Door & Visor; 3-Position T/B In Housing; Glass Lens; Sunscreen Only (Flat Black); Top and Bottom Entrance Holes; No Sid	48	Each		No Bid	\$ 321.00	\$ 15,408.00	\$ 510.00	\$ 24,480.00	532	\$ 25,636.00	\$ 362.00	\$ 17,376.00
	Mfg. _____					IDC		TP/IDC		IDC/Econolite			
	Part # _____					2-70900G01010101 01 & SF2612AOG		PSTTC-2GB-23Y-FF3-NFI-A 7080-00-02-02-01-01-01-01 (X2)		P58DP59			
10	Pedestrian Sign, Left per CCA Drawing 404.1034 Econolite P/N E-3892 or Equivalent	6	Each	\$ 6.77	\$ 40.62	\$ 7.75	\$ 46.50	\$ 7.50	\$ 45.00	15.37	\$ 92.22	\$ 6.00	\$ 48.00
	Mfg. _____			Pelco		IDC		TP		Econolite		MCCAIN TRFFIC SUPPLY	
	Part # _____			SF-1030-09-PNC		HS6086		5511		E3892		MPB849L	
11	Pedestrian Sign, Right per CCA Drawing 404.1034 Econolite P/N E-3893 or Equivalent	6	Each	\$ 6.77	\$ 40.62	\$ 7.75	\$ 46.50	\$ 7.50	\$ 45.00	15.37	\$ 92.22	\$ 6.00	\$ 48.00
	Mfg. _____			Pelco		IDC		TP		Econolite		MCCAIN TRFFIC SUPPLY	
	Part # _____			SF-1031-09-PNC		HS6087		5510		E3893		MPB849R	
12	A-2T:[RYG] w/post top mount per CLV specs	25	Each	\$ 189.97	\$ 4,749.25	\$ 253.25	\$ 6,331.25	\$ 385.00	\$ 9,625.00	385	\$ 9,625.00	\$ 295.00	\$ 7,375.00
13	A-16T:[RYG YA GA] w/post top mount per CLV specs	22	Each	\$ 197.23	\$ 4,339.06	\$ 335.00	\$ 7,370.00	\$ 575.00	\$ 12,650.00	569	\$ 12,618.00	\$ 416.35	\$ 9,137.70
14	B-14T: [RYG] and [RYG YA GA] w/2-R1 way side mount per CLV specs	24	Each	\$ 149.10	\$ 3,578.40	\$ 532.25	\$ 12,774.00	\$ 665.00	\$ 15,960.00	789	\$ 18,936.00	\$ 590.00	\$ 14,160.00
15	W-2T: W/DW W/post top mount per CLV Specs	25	Each	\$ 117.79	\$ 2,944.75	\$ 328.50	\$ 8,212.50	\$ 525.00	\$ 13,125.00	562	\$ 14,050.00	\$ 385.00	\$ 9,625.00
16	Misc. Signal Assemblies not listed	3000		0.03	\$ 2,910.00	0.30	\$ 2,100.00	0.25	\$ 2,250.00	0.25	\$ 2,250.00	0.15	\$ 2,550.00
	TOTAL LOT II				\$ 18,602.70		\$ 144,851.25		\$ 270,351.25		\$ 256,336.44		\$ 147,836.95

BID TITLE: TRAFFIC MASTS & POLES; VARIOUS SIGNAL ASSEMBLIES AND REPLACEMENT PARTS BID BOND REQD: NO BID #: 990041-LED BID OPENED: FEBRUARY 22, 1999 EST \$: INV. SENT: BUYER: LLOYD DAVIS				VENDOR #6 NAME: Phoenix Highway Products ADDRESS: 2202 W. Lone Cactus Dr. #4 ADDRESS: Phoenix, AZ 85027 PHONE #602-434-0509 CLV BUS LIC:		VENDOR #7 NAME: Southwest Traffic Systems ADDRESS: 2702 E. Amberwood Dr. ADDRESS: Phoenix, AZ 85048 PHONE #: 602-708-7987 CLV BUS LIC:		VENDOR #8 NAME: Nadeo Supply ADDRESS: 4200 Spring Mtn Rd. ADDRESS: PHONE #: 367-0400 CLV BUS LIC:		VENDOR #9 NAME: Consolidate Electric ADDRESS: 4085 W. Russell Rd. ADDRESS: Las Vegas, Nv 89118 PHONE #: 738-4949 CLV BUS LIC:		VENDOR #10 NAME: Standard Wholesale ADDRESS: 855 W. Bonanza Rd. ADDRESS: Las Vegas, NV 89106 PHONE #: 382-6930 CLV BUS LIC:	
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
11	Pedestrian Sign, Right per CCA Drawing 404.1034 Econolite P/N E-3893 or Equivalent.	6	Each	\$ 15.00	\$ 90.00	\$ 10.00	\$ 60.00		No Bid		No Bid		No Bid
	Mfg. _____			EAGLE/WESTERN SIGN		McCain Traffic supply							
	Part # _____			A702373		MPB849R							
12	A-2T:[RYG] w/post top mount per CLV specs	25	Each	\$ 335.00	\$ 8,375.00	\$ 349.00	\$ 8,725.00		No Bid		No Bid		No Bid
13	A-18T:[RYG YA GA] w/post top mount per CLV specs	22	Each	\$ 495.00	\$ 10,890.00	\$ 488.00	\$ 10,738.00		No Bid		No Bid		No Bid
14	B-14T:[RYG] and [RYG YA GA] w/2-R1 way side mount per CLV specs	24	Each	\$ 671.00	\$ 16,104.00	\$ 677.00	\$ 16,248.00		No Bid		No Bid		No Bid
15	W-2T: W/DW W/post top mount per CLV Specs	25	Each	\$ 495.00	\$ 12,375.00	\$ 473.00	\$ 11,825.00		No Bid		No Bid		No Bid
18	Misc. Signal Assemblies not listed	3000			NO BID	\$ 0.05	\$ 2,850.00		No Bid		No Bid		No Bid
	TOTAL LOT II				\$ 143,999.00		\$ 172,649.00		No Bid		No Bid		No Bid
	Lot III Replacement Parts For McCain Traffic Signals												
1	Visor, Vehicle Signal, Full Circle, Tab Type, 12" Aluminum, 11" Long, Green Outside Color, for McCain Vehicle Signal, No Substitutes	48	Each		No Bid	\$ 8.35	\$ 400.80		No Bid		No Bid		No Bid
	Part # _____					MMP1215G							
2	Visor, Vehicle Signal, 12" Right Angle, Tab Type, 12" Aluminum, 27" Long, Green Outside Color, for McCain Vehicle Signal, No Substitutes	48	Each		No Bid	\$ 28.00	\$ 1,248.00		No Bid		No Bid		No Bid
	Part # _____					MMP1219R							
3	Pedestrian Push Button to Mount on Either XX, 1A or 1B Poles. McCain P/N -#MPB.01G-ADA	134	Each		No Bid	\$ 120.00	\$ 18,080.00		No Bid		No Bid		No Bid
	Mfg. _____					MCCAIN TRAFFIC							
	Part # _____					MPB.01G-ADA							
4	Misc. Replacement parts, i.e. backplates, lens, etc., Manufacturer latest catalog	\$3,000			No Bid	\$ 0.05	\$ 2,850.00		No Bid		No Bid		No Bid

BID TITLE: TRAFFIC MASTS & POLES; VARIOUS SIGNAL ASSEMBLIES AND REPLACEMENT PARTS BID BOND REQ'D BID # 990041-LED BID OPENED FEBRUARY 22, 1999 EST \$ INV. SENT BUYER: LLOYD DAVIS				VENDOR #1 NAME: Jerry Fondaw & Assoc ADDRESS: 111 South Hardy ADDRESS: Tempe, AZ 85284 PHONE: 602-588-0602 CLV BUS LIC:		VENDOR #2 NAME: Intersection Development ADDRESS: 300 E. Hall Road ADDRESS: Downey, Ca 90241-5309 PHONE: 800-733-7872 CLV BUS LIC:		VENDOR #3 NAME: Traffic Parts Inc. ADDRESS: P O Box ADDRESS: Spring, TX 77383 PHONE: 800-3456329 CLV BUS LIC:		VENDOR #4 NAME: Econolite Control Prod. ADDRESS: 380 E. La Palma Ave. ADDRESS: Anaheim, CA 92806 PHONE: 714-630-3700 CLV BUS LIC:		VENDOR #5 NAME: McCain Traffic Supply ADDRESS ADDRESS PHONE # CLV BUS LIC:	
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
	Lot III Replacement Parts For McCain Traffic Signals												
1	Visor, Vehicle Signal, Full Circle, Tab Type, 12" Aluminum, 11" Long, Green Outside Color, for McCain Vehicle Signal, No Substitutes	48	Each		No Bid		No Bid	\$ 20.00	\$ 960.00		No Bid	11.05	\$ 530.40
	Part # _____							TP 5098 MCCAIN				MMP1215G	
2	Visor, Vehicle Signal, 12" Right Angle, Tab Type, 12" Aluminum, 27" Long, Green Outside Color, for McCain Vehicle Signal, No Substitutes	48	Each		No Bid		No Bid	\$ 45.00	\$ 2,160.00		No Bid	\$ 34.00	\$ 1,632.00
	Part # _____							TP 3242 MCCAIN				MMP1219RG	
3	Pedestrian Push Button to Mount on Either XX, 1A or 1B Poles. McCain P/N -#MPB.01G-ADA	134	Each	\$ 51.45	\$ 8,894.30		No Bid	\$ 54.00	\$ 7,236.00		No Bid	\$ 110.00	\$ 14,740.00
	Mfg. _____			Pelco Alternate				TP				MCCAIN TRAFFIC SUPPLY	
	Part # _____			SE-2019-08				PB-S11-B42-G				MPB.01G-ADA	
4	Misc. Replacement parts, i.e. backplates, lens, etc., Manufacturer latest catalog	\$3,000		\$ 0.03	\$ 2,910.00		No Bid	\$ 0.25	\$ 2,250.00		No Bid	0.15	\$ 2,550.00
	TOTAL LOT III				\$ 9,804.30		No Bid		\$ 12,606.00		No Bid		\$ 19,452.40
	Lot IV Replacement Parts For Econolite Traffic Signals												
1	Sunscreen, Z-Crate Visor, per CCA Drawing. No. 404.1033, Econolite Part Number E4308G1, No Substitute	150	Each		NO BID		No Bid		No Bid	32.8	\$ 4,920.00		No Bid
2	Gasket, 12", for Old Style Econolite Signal Head, Econolite Part Number E779P1, No Substitute	500	Each		NO BID		No Bid		No Bid	2.36	\$ 1,180.00		No Bid
3	Visor, Vehicle Signal, Full Circle, Tab Type, 12" Aluminum, 11" Long, Green Outside Color, Econolite Part Number E8285P3-11, No Substitutes	36	Each		NO BID		No Bid	\$ 20.00	\$ 720.00	12.75	\$ 459.00		No Bid

BID TITLE: TRAFFIC MASTS & POLES; VARIOUS SIGNAL ASSEMBLIES AND REPLACEMENT PARTS BID BOND REQD: NO BID #: 990041-LED BID OPENED: FEBRUARY 22, 1999 EST #: INV. SENT: BUYER: LLOYD DAVIS				VENDOR #6 NAME: Phoenix Highway Products ADDRESS: 2202 W. Lone Cactus Dr. #4 ADDRESS: Phoenix, AZ 85027 PHONE #: 602-434-0509 CLV BUS LIC:		VENDOR #7 NAME: Southwest Traffic Systems ADDRESS: 2702 E. Ambrosewood Dr. ADDRESS: Phoenix, AZ 85048 PHONE #: 602-706-7987 CLV BUS LIC:		VENDOR #8 NAME: Nadeo Supply ADDRESS: 4200 Spring Mtn Rd. ADDRESS: PHONE #: 367-0400 CLV BUS LIC:		VENDOR #9 NAME: Consolidate Electric ADDRESS: 4065 W. Russell Rd. ADDRESS: Las Vegas, Nv 89118 PHONE #: 736-4949 CLV BUS LIC:		VENDOR #10 NAME: Standard Wholesale ADDRESS: 865 W. Bonanza Rd. ADDRESS: Las Vegas, NV 89106 PHONE #: 382-6930 CLV BUS LIC:	
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
	TOTAL LOT III				No Bid		\$ 20,578.80		No Bid		No Bid		No Bid
	Lot IV: Replacement Parts For Econolite Traffic Signals												
1	Sunscreen, Z-Crate Visor, per CCA Drawing. No. 404:1033, Econolite Part Number E4308G1, No Substitute	150	Each		No Bid		No Bid		No Bid		No Bid		No Bid
2	Gasket, 12", for Old Style Econolite Signal Head, Econolite Part Number E779P1, No Substitute	500	Each		No Bid		No Bid		No Bid		No Bid		No Bid
3	Visor, Vehicle Signal, Full Circle, Tab Type, 12" Aluminum, 11" Long, Green Outside Color, Econolite Part Number E8285P3-11, No Substitutes	36	Each		No Bid		No Bid		No Bid		No Bid		No Bid
4	Visor, Vehicle Signal, 12" Right Angle, Tab Type, 12" Aluminum, 27" Long, Green Outside Color, Econolite Part Number E8287P2-11, No Substitutes	18	Each		No Bid		No Bid		No Bid		No Bid		No Bid
5	Lens Replacement E4955P1	24	Each		No Bid		No Bid		No Bid		No Bid		No Bid
6	Lens Replacement E4955P2	24	Each		No Bid		No Bid		No Bid		No Bid		No Bid
7	Lens Replacement E4955P3	24	Each		No Bid		No Bid		No Bid		No Bid		No Bid
8	Lens Replacement E4980P1	24	Each		No Bid		No Bid		No Bid		No Bid		No Bid
9	Lens Replacement E4980P2	24	Each		No Bid		No Bid		No Bid		No Bid		No Bid
10	Lens Replacement E4980P3	24	Each		No Bid		No Bid		No Bid		No Bid		No Bid
11	Back Plates E1551G3	48	Each		No Bid		No Bid		No Bid		No Bid		No Bid
12	Back Plates E1552G17	48	Each		No Bid		No Bid		No Bid		No Bid		No Bid
13	Mounting Bolt Assemblies E2255G1	200	Each		No Bid		No Bid		No Bid		No Bid		No Bid
14	Misc. Replacement Parts Manufacturer latest catalog		\$2000 x		No Bid		No Bid		No Bid		No Bid		No Bid
	TOTAL LOT IV				No Bid		No Bid		No Bid		No Bid		No Bid
	Acknowledge of Addendum #1				Yes		Yes		Yes		Yes		Yes
No Bids: Linear Dynamics, Direct Safety Solutions, ABC Manufacturing, The Pole Company, Sunstates, Pioneer, Dun Industries, Radiator Specialty, Ennis Paint, Cataphote Inc., Tomar Electronics, Swarco, General Traffic Equipment, Flint Trading, Inc. Sobel Westex, Stanford Distr. Jerry Stromme, American Hotel Register, Zumar Industries, P O M, Ross Equipment, Myers & Sons, McMaster-Carr, Adamson Industries, John C Henberger, Calolympic, Carsonite International, Southwest Systems, Stanford Distributors, Flint Trading Inc.													
Approve recommendation of award to low bidder: Yes _____ No _____													
Dept/Div Signature _____ Date _____													

BID TITLE: TRAFFIC MASTS & POLES; VARIOUS SIGNAL ASSEMBLIES AND REPLACEMENT PARTS
 BID BOND RECD
 BID # 890041-LED
 BID OPENED: FEBRUARY 22, 1999
 EST \$
 INV. SENT
 BUYER: LOYD DAVIS

VENDOR #1
 NAME: Jerry Fondaw & Assoc
 ADDRESS: 111 South Hardy
 ADDRESS: Tempe, AZ 85284
 PHONE: #602-698-0602
 CLV BUS LIC:

VENDOR #2
 NAME: Intersection Development
 ADDRESS: 300 E. Hall Road
 ADDRESS: Powney, Ca 90241-5309
 PHONE: #800-733-7872
 CLV BUS LIC:

VENDOR #3
 NAME: Traffic Parts Inc.
 ADDRESS: P O Box
 ADDRESS: Spring, TX 77383
 PHONE: #800-3456329
 CLV BUS LIC:

VENDOR #4
 NAME: Econolite Control Prod.
 ADDRESS: 360 E. La Palma Ave.
 ADDRESS: Anaheim, CA 92806
 PHONE: #714-630-3700
 CLV BUS LIC:

VENDOR #5
 NAME: McCain Traffic Supply
 ADDRESS:
 ADDRESS:
 PHONE #:
 CLV BUS LIC:

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
4	Visor, Vehicle Signal, 12" Right Angle, Tab Type, 12" Aluminum, 27" Long, Green Outside Color, Econolite Part Number E8287P2-11, No Substitutes	18	Each		NO BID		No Bid	\$ 45.00	\$ 720.00	78.75	\$ 1,260.00		No Bid
5	Lens Replacement E4955P1	24	Each		NO BID		No Bid	\$ 11.50	\$ 276.00	15.75	\$ 378.00		No Bid
6	Lens Replacement E4955P2	24	Each		NO BID		No Bid	\$ 11.50	\$ 276.00	15.75	\$ 378.00		No Bid
7	Lens Replacement E4955P3	24	Each		NO BID		No Bid	\$ 11.50	\$ 276.00	15.75	\$ 378.00		No Bid
8	Lens Replacement E4980P1	24	Each		NO BID		No Bid	\$ 19.50	\$ 468.00	28.5	\$ 684.00		No Bid
9	Lens Replacement E4980P2	24	Each		NO BID		No Bid	\$ 19.50	\$ 468.00	28.5	\$ 684.00		No Bid
10	Lens Replacement E4980P3	24	Each		NO BID		No Bid	\$ 19.50	\$ 468.00	28.5	\$ 684.00		No Bid
11	Back Plates E1551G3	48	Each		NO BID		No Bid	\$ 75.00	\$ 3,600.00	29	\$ 1,392.00		No Bid
12	Back Plates E1552G17	48	Each		NO BID		No Bid	\$ 75.00	\$ 3,600.00	41	\$ 1,688.00		No Bid
13	Mounting Bolt Assemblies E2255G1	200	Each		NO BID		No Bid	\$ 14.45	\$ 2,890.00	7.27	\$ 1,454.00		No Bid
14	Misc. Replacement Parts Manufacturer latest catalog	\$2,000			NO BID		No Bid	\$ 0.25	\$ 1,500.00	0.25	\$ 1,500.00		No Bid
	TOTAL LOT IV				NO BID		No Bid		\$ 15,262.00		\$ 17,319.00		No Bid
	Acknowledge of Addendum #1				Yes		Yes		Yes		Yes		
Approve recommendation of award to low bidder: Yes ☒ No ☐													
Kenneth M. Edwards 3/19/99													
Dept/Div Signature Date													

CITY COUNCILMEETING OF
April 12, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:
Mark Vincent, Director
Finance and Business Services**SUBJECT: REQUEST REJECTION OF BID AND AWARD OF BID NUMBER 990045, ANNUAL REQUIREMENTS CONTRACT FOR TRAFFIC PAINT****PURPOSE/BACKGROUND**

This request will provide for an annual requirements contract to purchase traffic paint for use by Public Works Department, Traffic Engineering & Field Operations Division. The period of this contract will be from date of award through January 31, 2000, with four (4) one-year options to renew.

Based on the evaluation of the manufacturer's product specifications submitted with Morton Traffic Markings' bid, two items were rejected. These items did not meet the viscosity, pigment, or coverage requirements. Therefore, staff recommends rejection of this bid.

The initiating department is Public Works.

BID ABSTRACT SUMMARY

Morton Traffic Markings	Salem, OR	\$64,720.00*
Pervo Paint Company	Los Angeles, CA	\$77,152.50
Mendoza Interiors & Supply	Las Vegas, NV	\$102,244.75
Frazer Paints	Las Vegas, NV	\$130,650.50
Air Gas	North Las Vegas, NV	\$147,977.25

*Recommended for rejection

FISCAL IMPACT

Funds are available in the General Fund.

RECOMMENDATIONS

That the City Council reject the bid of Morton Traffic Markings and approve the award of Bid Number 990045, Annual Requirements Contract for Traffic Paint, to Pervo Paint Company, for the period from date of award through January 31, 2000, with four (4) one-year options to renew, in the estimated annual amount of \$80,000.00.

PREPARED BY

Teresa Bowman

AGENDA ITEM

43

CITY COUNCILMEETING OF
April 12, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:
Mark Vincent, Director
Finance and Business Services**SUBJECT: REQUEST REJECTION OF BID AND AWARD BID NUMBER 990054, ANNUAL REQUIREMENTS CONTRACT FOR FENCING****PURPOSE/BACKGROUND**

This request will provide for an annual requirements contract to purchase fencing for use by various departments. The bid package was issued to fifty-two bidders, but only The Tiberti Fence Company submitted a responsive bid. Award is based on the bid pricing of fifty-nine items. The period of this contract will be from date of award through March 31, 2000, with four (4) one-year options to renew.

The Bolt Center offered two different products for line item #19 only and failed to bid all line items as required in General Conditions, Clause 20, Award of Bid, which states, "Bidders must bid all line items to be considered responsive." These omissions are considered material in nature, therefore staff recommends that these bids be considered non-responsive and not considered for award.

The initiating department is Public Works.

BID ABSTRACT SUMMARY

Bolt Center	Henderson, NV	\$2,497.50*
Bolt Center	Henderson, NV	\$2,997.50*
The Tiberti Fence Company	Las Vegas, NV	\$71,363.72

*Recommended for rejection

FISCAL IMPACT

Funds are available in the General Fund.

RECOMMENDATIONS

That the City Council reject the bid of Bolt Center and approve the award of Bid Number 990054, Annual Requirements Contract for Fencing, to The Tiberti Fence Company, 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 \$80,000.00.

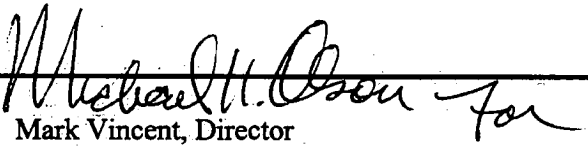
PREPARED BY

Teresa Bowman

AGENDA ITEM

CITY COUNCILMEETING OF
April 12, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:
Mark Vincent, Director
Finance and Business Services**SUBJECT: AWARD OF BID NUMBER 990056, ANNUAL REQUIREMENTS CONTRACT FOR ELEVATOR MAINTENANCE****PURPOSE/BACKGROUND**

This request will provide for an annual requirements contract for the maintenance of elevators at City facilities. The period of this contract will be from date of award through March 31, 2000, with four (4) one-year options to renew.

The initiating department is Public Works.

BID ABSTRACT SUMMARY

Thyssen/Dover Elevator	Las Vegas, NV	\$55,628.00
Progressive Elevator	Las Vegas, NV	\$63,056.00

FISCAL IMPACT

Funds are available in the General Fund.

RECOMMENDATIONS

That the City Council approve the award of Bid Number 990056, Annual Requirements Contract for Elevator Maintenance, to Thyssen/Dover Elevator, 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 \$60,000.00.

PREPARED BY

Teresa Bowman

AGENDA ITEM

45

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 22

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

	DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT	
	<u>AWARD OF BIDS/REJECTIONS/RENEWALS/TERMINATIONS</u>	
46	Preapproval of bid number 990060-LED, consulting services to review and develop the Year 2000 emergency and contingency plan, to the best qualified consultant submitting a proposal - Department of Information Technology (Estimated amount of \$50,000)	ADAMSEN - Motion to APPROVE: Items 4 through 39 Items 41 and 42 Items 44 through 49 Items 51 through 53 Items 55 through 92 Items 94 and 95 - carried UNANIMOUSLY with JONES excused Items 40, 43 & 93: STRICKEN under separate action (see individual items) Items 50 & 54: APPROVED under separate actions (see individual items) ***** There was no discussion. (10:21 - 10:22) 1-590
47	Award of bid number 990050, Janitorial Services at various Leisure Services facilities - Department of Public Works Award recommended to: BEST JANITORIAL SERVICES (Estimated amount of \$30,975)	APPROVED - see above
48	Award of bid number 990049, annual requirements contract for fire alarm inspections - Department of Public Works Award recommended to: GRINNEL FIRE PROTECTION (Estimated annual amount of \$28,700)	APPROVED - see above
49	Request for substitution of subcontractor of bid number 99.53541.04, construction of the Northwest Water Resource Center from Steel Engineers, to Century Steel, Inc. - Department of Public Works Award recommended to: CENTURY STEEL, INC.	APPROVED - see above

CITY COUNCIL**MEETING OF****April 12, 1999****AGENDA DOCUMENTATION****TO:****CITY COUNCIL****FROM:**Mark Vincent, Director
Finance and Business Services**SUBJECT: REQUEST PRE-APPROVAL OF BID NUMBER 990060-LED CONSULTING SERVICES TO
REVIEW AND DEVELOP THE YEAR 2000 EMERGENCY AND CONTINGENCY PLAN****PURPOSE/BACKGROUND**

The City of Las Vegas has issued Bid Number 990060-LED, Emergency and Contingency Plan Review and Development, to six consulting firms for submission of proposals. Originally the proposals were due March 17, 1999, but due to the issuance of an addendum the proposal date has been moved to March 25, 1999. The work involves ensuring the City's Emergency and Contingency Plans are ready for the Year 2000, therefore to ensure that the work is completed by the end of June, award needs to be made in April, 1999. In order to ensure the award is made without any further delays, staff is requesting pre-approval.

FISCAL IMPACT

Funds are available in the General Fund.

RECOMMENDATIONS

Staff recommends pre-approval of Bid Number 990060-LED, consultant services to review and develop the Year 2000 emergency and contingency plan, to the best qualified Consultant submitting a proposal, in the estimated amount of \$50,000.

PREPARED BY

Lloyd E. Davis

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of April, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, whose principal office is located at 400 East Stewart Avenue, Las Vegas, Nevada 89101 (herein the "City") and SCIENCE & ENGINEERING ASSOCIATES, INC., a Nevada corporation whose principal office is located at 1160 Town Center Drive, #360, Las Vegas, Nevada 89134 (herein the "Consultant").

RECITALS

WHEREAS, the City is desirous of retaining professional services for Emergency and Contingency Planning; and

WHEREAS, the Consultant represents that it possesses the requisite specialized knowledge, skill and experience necessary to provide the services set forth below.

NOW THEREFORE, in consideration of the promises and of the mutual promises hereinafter contained, it is mutually agreed as follows:

I. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

"Agreement" means this document and Exhibit "A", Scope of Services; Exhibit "B", Compensation; and Exhibit "C", Implementation Schedule, all of which are attached hereto and incorporated herein.

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

"Deliverable" is the written document identified in Exhibit "C", Implementation Schedule, which the Consultant is required to produce in connection with different Project Tasks including, without limitation, drawings, technical specifications and documentation, estimates, reports, users manuals, a completed systems installation, and other items, whether in the form of writing, figures, delineations or electronic data prepared in connection with this Agreement.

"Non-allowable Expenses" means personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilitation (unless included in the price of hotel accommodations), movies in a hotel and other non-business related costs, or Reimbursable Costs for which no receipt is produced by the Consultant.

"Project Task" means the defined undertaking described in Exhibit "C", Implementation Schedule.

"Project Manager" means the Consultant's employee assigned for coordinating, scheduling and executing the Project Tasks and Deliverables set forth in Exhibit "C". Mary Ann Jones shall act as the Project Manager on behalf of the Consultant for the duration of this Agreement unless otherwise approved by the City.

II. CONSULTANT SERVICES

The Consultant agrees to provide its technical knowledge, skill and expertise to perform the Project Tasks and Deliverables set forth in Exhibit "C", Implementation Schedule. The Consultant shall submit an approved Implementation Schedule, Exhibit "C", no later than ten (10) business days from the date of this Agreement. The Consultant agrees to complete performance of the Project Tasks and Deliverables in accordance with the time schedule set forth in Exhibit "C", Implementation Schedule. During the term of this Agreement, the Consultant represents that it will maintain the ability to perform the services described therein. The Consultant shall provide project management, including planning, staffing and coordination as part of the services to be provided herein.

The Consultant shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by the Consultant, its subcontractors and consultants and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, the Consultant shall follow practices consistent with generally accepted professional and technical standards.

It shall be the duty of the Consultant to assure that its work product is technically sound within the generally accepted standards of the Information Systems Industry. The Consultant shall without additional compensation, correct or revise any errors or material not in conformance with the requirements of this Agreement identified by the City in Consultant's designs, specifications, reports and other services for ninety (90) days following City's acceptance of each Deliverable as defined in Exhibit "C", Implementation Schedule. The City's review, approval, acceptance or payment for any of the Consultant's services herein shall not be construed to operate as a waiver of any rights under this Agreement.

The Consultant agrees that the Project Manager and other employees 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.

III. TERM OF AGREEMENT

This Agreement shall commence as of the date this Agreement is approved by the City Council of the City of Las Vegas and continue until June 30, 1999 (herein the "Expiration Date"),

unless sooner terminated in the event the Consultant completes the services required before the Expiration Date or until the total Compensation set forth in Article VI has been expended. The parties may agree to extend the term of this Agreement to complete the Project Tasks and Deliverables if it has been demonstrated to the satisfaction of the City that the Consultant has substantially completed the Deliverables and Project Tasks identified in Exhibit "C", Implementation Schedule.

IV. CHANGES IN SCOPE OF SERVICES

The City may at any time request in writing the performance of Project Tasks and Deliverables which are in addition to those set forth in Exhibit "C", Implementation Schedule. If such change causes an increase or decrease in the Consultant's level of effort or time required for performance under this Agreement, an equitable adjustment shall be made in the compensation due the Consultant and this Agreement shall be modified in writing accordingly.

V. INSPECTION OF SERVICES AND ACCEPTANCE

A. City's Right of Inspection. The City reserves the right to inspect each and every part of the services provided by the Consultant under this Agreement, as it may see fit.

B. Unsatisfactory Performance. If the Consultant shall not have performed the Project Tasks and Deliverables in a timely manner, or in a manner acceptable to the City, the Consultant will be notified in writing that its performance is unsatisfactory and in breach of this Agreement. The Consultant agrees to remedy its unsatisfactory performance within five (5) calendar days of receipt of notice thereof, or to commence such a remedy and to complete it within a reasonable time (not to exceed 15 calendar days). Failure to remedy the breach as provided herein shall entitle the City to terminate this Agreement for cause pursuant to Section X. The City shall not be obligated to make any inspections, and the failure to make such an inspection shall not relieve the Consultant of its responsibility for performing the services in accordance with the terms of this Agreement.

VI. COMPENSATION

A. Compensation. For the services provided under this Agreement, the City agrees to compensate the Consultant upon the basis of the completion of certain services as more specifically set forth in Exhibit "B", Compensation.

B. Invoice. The Consultant shall submit an invoice for payment of the services rendered for the designated incremental periods wherein certain Deliverables and Project Tasks are completed. At a minimum, the invoice shall specify the date of the invoice, the consultant invoice number, the Project Task and Reimbursable Cost being invoiced, whether any deliverable, invoice total, year-to-

date invoice/payment history, and the total amount due as of the invoice date. The invoice shall bill the City in five (5) increments for the performance of services by the Consultant at the following phases of completion as more fully described in Exhibit "B".

Payment due for Consultant's services shall not exceed Thirty-Four Thousand One Hundred Fifty-Six and No/100ths Dollars (\$34,156.00). The City shall have thirty (30) days to verify and pay the invoice.

With each request for reimbursement of Reimbursable Costs, the Consultant shall submit receipts in support thereof as part of the monthly invoice.

C. Certification. Each invoice shall be signed and certified by the Project Manager in the following manner:

I certify under penalty of perjury that the above invoice is just and correct, and that payment has not been received.

VII. SUBCONTRACTS

Provided prior approval has been given by the City, the Consultant 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 responsibility of the Consultant and shall not entitle the payment of any additional compensation under this Agreement. The subcontractors performance of the Project Tasks shall be subject to the same right of review and approval by the City as set forth in Section V.

VIII. PAYMENT OF TAXES

The Consultant shall pay all taxes, duties, levies and assessments applicable to and assessable against any equipment, materials and services, incidental to or involved in this Agreement including but is not limited to, retail sales and use, transportation, export, import, business, and special taxes. The Consultant is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The fixed fee established in this Agreement includes compensation for any taxes the Consultant is required to pay by the laws and regulations in effect on the effective date of this Agreement. The Consultant shall maintain auditable records subject to the City's review confirming that tax payments are current at that time.

IX. DISPUTES

A. Disputes on Quality of Acceptability of Services. If the City and the Consultant

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 the Consultant may promptly give to the other a written notice thereof. A written response shall be given within ten (10) days thereafter. The City and the Consultant shall prepare a memorandum which supports their positions and file the same with the City Council and the other party.

B. Consultant's Memorandum. The Consultant'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 the Consultant. Such determination by the City Council shall be binding upon the parties.

X. RIGHT OF TERMINATION

The City may, by written notice to the Consultant, terminate this Agreement, in whole or in part, for any reason whatsoever (i.e., without cause), or for failure of the Consultant to perform in a timely manner any of its obligations hereunder (i.e., with cause). Upon receipt of such notice, the Consultant 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 the Consultant, whether completed or in progress, to the City. Termination of this Agreement shall be as of the date that such notice is received by the Consultant unless otherwise specified in the notice.

If the termination is for the convenience of the City, the Consultant shall submit a final invoice within thirty (30) days of termination. The City shall pay the Consultant costs incurred up to the effective date of termination. The Consultant 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 this 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.

XI. CONFLICT OF INTEREST

Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such a financial interest does exist, the

City may immediately terminate this Agreement as provided in Section X.

XII.

CONSULTANT IS AN INDEPENDENT CONTRACTOR

The Consultant represents that it is fully experienced and properly qualified, licensed, equipped, organized and financed to perform the services required under this Agreement. In the performance of the services required hereunder, the Consultant is acting as an independent contractor and not as the agent of City. The Consultant shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by the Consultant shall create any contractual relationship between any such subcontractor and City. The Consultant shall perform in accordance with its own methods subject to compliance with this Agreement.

XIII.

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 addressed to the City or the Consultant as follows:

CITY:

Joseph Marcella
Director/Information Technologies
City of Las Vegas
400 E. Stewart Avenue, 5th Floor
Las Vegas, Nevada 89101
(702) 229-6291
(702) 384-5423 (Fax)

CONSULTANT:

Mary Ann Jones
Science & Engineering Associates, Inc.
1160 Town Center Drive #360
Las Vegas, Nevada 89134
(702) 341-7700
(702) 341-9030 (Fax)

XIV.

DELIVERABLES

A. The Deliverables, whether finished, unfinished, or draft, developed, prepared, completed or acquired by Consultant 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.

B. All Deliverables prepared by the Consultant 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.

C. 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 the Consultant in order to make the Deliverable conform to the requirements of this Agreement.

XV.

RIGHTS IN TECHNICAL DATA

A. Documents and Materials Prepared. All documents and materials prepared or developed by the Consultant pursuant to this Agreement including, but not limited to computer software or database applications, patentable work product, or other work product entitled to the protection under the intellectual laws of the United States shall become the property of the City without any restriction or limitation on their use, and shall be made available for transmittal to the City upon request. The originals of such documents and materials shall be delivered to the City upon completion of the services or termination of services. The Consultant shall be permitted to retain copies of such items for the furtherance of its technical proficiency.

B. Right to Duplicate Technical Data. The City shall have the right to use, duplicate, modify or disclose the technical data and the information conveyed herein, in whole or in part, in any manner whatsoever, and to have or permit others to do so.

XVI.

INDEMNIFICATION

The Consultant shall protect, indemnify and hold the City, its officers, employees and agents, harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the City, its officers, employees or agents, may suffer, or which may be sought against, recovered from or obtainable against the City, its officers, employees or agents, (i) as a result of, by reason of, arising out of, on account of, or in consequence of, the negligent operations of the Consultant, 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 this Agreement. Any money due the Consultant under and by virtue of this Agreement which is considered necessary by the City for such purpose, may be retained by the City for its protection.

In this connection, it is expressly agreed that the Consultant shall, at its own expense, defend the City, its officers, employees and agents against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, by reason of, arising out of, on account of, or in consequence of, any negligent act or omission against which the Consultant has indemnified the City.

The Consultant 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 this Agreement.

XVII. LIABILITY INSURANCE

A. Type and Amount of Insurance. For the term of this Agreement or longer if specified herein, the Consultant at its sole cost and expense shall obtain and maintain the following coverages of insurance:

1. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. 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 the City within ten (10) days after the 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.

2. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by the Consultant (owned or hired) in the performance of the services under this Agreement.

3. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, the Consultant shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, the Consultant's indemnification obligation provided under Section XVIII. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

B. Certificates of Insurance. Prior to the commencement of its performance under this Agreement, the Consultant shall have on file with the City current certificates of insurance evidencing the coverages required herein. 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) as provided by the City.

The Consultant shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare the Consultant in default of its obligation under this Section.

Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.

C. Insurance Rating. 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 Consultant, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The 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.).

D. Lapse of Insurance. If the Consultant fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. The Consultant is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from the Consultant or deduct the amount paid from any sums due the Consultant under this Agreement.

E. Primary Coverage. The Consultant's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of the Consultant and shall not contribute with it.

F. Notice of Cancellation. Each insurance policy supplied by the Consultant must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until 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.

XVIII. WARRANTY

The Consultant warrants that all services shall be in accordance with this Agreement and

shall comply with the standard of performance for a period of ninety (90) days from final acceptance of the services. In the event of breach of this warranty, the Consultant shall take the necessary actions to correct the breach at the Consultant's sole expense. These actions shall be carried out in the most expeditious manner as permitted by existing circumstances. If the Consultant does not promptly take steps to correct the breach upon notification thereof by the City, the City, without waiving any other rights or remedies it may have at law, may take steps to correct the breach. The Consultant shall promptly reimburse the City for all expenses and costs incurred in connection therewith.

XIX. RECORD RETENTION AND INSPECTION

The Consultant 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 created or maintained by the Consultant for this Agreement. These records and data must be kept and maintained by the Consultant for a period of 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 five years after the expiration or termination of this Agreement, the City or an authorized representative may conduct an audit of the Consultant 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 the Consultant then the Consultant agrees that the difference shall be either: (1) repaid immediately by the Consultant to the City by cash payment or (2) at the City's option, credited against any future payments to the Consultant.

XX. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the Consultant shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title or interest in or to the same, or any part thereof, without prior written consent of the City which consent will not be unreasonably withheld.

XXI. MISCELLANEOUS

A. 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.

B. 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.

C. Applicable Law. It is expressly understood and agreed that this Agreement and all questions arising thereunder shall be construed according to the laws of the State of Nevada and the Consultant shall comply with all such laws.

D. Affirmative Action. The Consultant agrees not to discriminate in its employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, age or physical handicap. All subcontracts and assignments under this Agreement shall contain this provision.

E. 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.

F. Employees of Consultant. The City may reasonably request that the Consultant remove any of its employees or employees of a subcontractor from the performance of any Project Tasks under this Agreement.

G. Licensure. The Consultant agrees to procure any and all licenses, including a City of Las Vegas business license, necessary to provide the services under this Agreement.

H. Severability. In the event any section, subsection, paragraph, sentence, clause, or phase contained in this Agreement shall be determined, declared, or adjudged invalid, illegal, unconstitutional or otherwise unenforceable, such determination, declaration or adjudication shall not affect any other section, subsection, paragraph, sentence, clause, or phase of this Agreement. This Agreement shall remain in full force and effect as if the section, subsection, paragraph, sentence, clause or phase declared, determined or adjudged invalid, illegal, unconstitutional or otherwise unenforceable, was not originally contained in this Agreement.

I. 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.

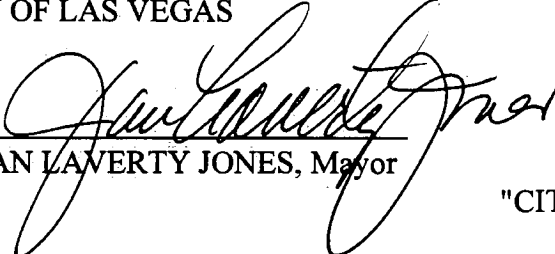
J. Entire Agreement. This Agreement and any exhibits or documents incorporated herein by reference, constitutes the complete and entire agreement between the parties and

...
...
...

supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

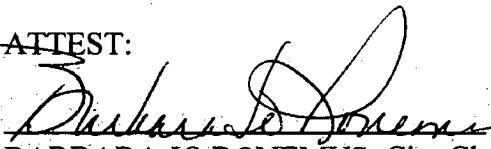
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the date shown below, but effective on the date first herein above written.

CITY OF LAS VEGAS

By: 
JAN LAVERTY JONES, Mayor

"CITY"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. P. [Signature] 4/28/99
Date

SCIENCE & ENGINEERING ASSOCIATES, INC.

By: 

Its: Senior Vice President

"CONSULTANT"

CITY COUNCIL**MEETING OF
April 12, 1999****AGENDA DOCUMENTATION****TO:**

City Council

FROM:Mark Vincent, Director
Finance & Business Services**SUBJECT: REQUEST APPROVAL TO AWARD BID NUMBER 990050, JANITORIAL SERVICES AT
VARIOUS LEISURE SERVICES FACILITIES****PURPOSE/BACKGROUND**

This request will provide for Janitorial Services for various buildings occupied by City of Las Vegas employees. The period of performance will be from May 1, 1999 through November 30, 1999 at which time this requirement will be combined with two annual contracts which will be expiring in November, 1999.

The initiating department is Public Works.

BID ABSTRACT SUMMARY

Best Janitorial Services	\$30,975.00
Silver Shine	\$31,990.00
Best Building Maintenance	\$32,445.00
Oasis Enterprises	\$36,597.05
Platinum Touch Janitorial	\$41,860.00
Accurate Cleaning Service	\$42,441.00
Quick Action Building Maintenance	\$60,712.96
S & M Enterprises	\$60,858.00
Moore Maintenance & Janitorial	\$82,306.00

FISCAL IMPACT

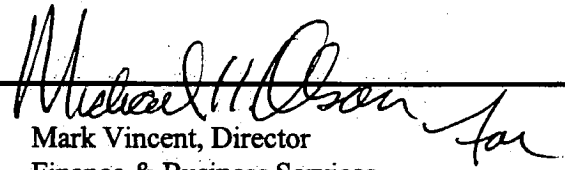
Funds are available in the General Fund.

RECOMMENDATIONS

Staff recommends that the City Council approve the award of Bid Number 990050, Janitorial Services for various leisure services buildings, to Best Janitorial Services, for the period May 1, 1999 through November 30, 1999, in the estimated amount of \$30,975.

PREPARED BY

Lloyd E. Davis

CITY COUNCIL**MEETING OF
April 12, 1999****AGENDA DOCUMENTATION****TO:****City Council****FROM:**
Mark Vincent, Director
Finance & Business Services**SUBJECT: REQUEST APPROVAL TO AWARD BID NUMBER 990049, ANNUAL REQUIREMENTS
CONTRACT FOR FIRE ALARM INSPECTIONS****PURPOSE/BACKGROUND**

This request will provide for an Annual Requirements Contract for Fire Alarm Inspections for various buildings occupied by City of Las Vegas employees. The period of performance will be from date of award through March 31, 2000, with four one-year options to renew.

The initiating department is Public Works.

BID ABSTRACT SUMMARY

Grinnel Fire Protection	\$ 28,700
Simplex	\$ 39,130
Calibration Services	\$ 45,185
Johnson Controls	\$ 83,312
Siemens Building Technology	\$153,000

FISCAL IMPACT

Funds are available in the General Fund.

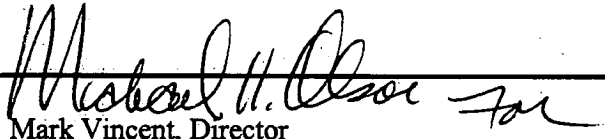
RECOMMENDATIONS

Staff recommends that the City Council approve the award of Bid Number 990049, Annual Requirements Contract for Fire Alarm Inspections for various buildings, to Grinnel Fire Protection, for the period from date of award through March 31, 2000, with four one-year options to renew, in the estimated annual amount of \$28,700.

PREPARED BY

Lloyd E. Davis

AGENDA ITEM

CITY COUNCILMEETING OF
April 12, 1999**AGENDA DOCUMENTATION****TO:****CITY COUNCIL****FROM:**
Mark Vincent, Director
Finance and Business Services**SUBJECT: REQUEST SUBSTITUTION OF SUBCONTRACTOR FOR BID NUMBER 99.53541.04,
CONSTRUCTION OF THE NORTHWEST WATER RESOURCE CENTER****PURPOSE/BACKGROUND**

On January 25, 1999, the City Council approved the award of bid number 99.53541.04, Construction of the Northwest Water Resource Center, to MMC, Inc., in the amount of \$37,328,306. In accordance with NRS 338.144 3. (b)1, MMC, Inc. is requesting that they be allowed to substitute its subcontractor for the reinforcement of steel. MMC, Inc. stated in their request that Steel Engineers failed to include a portion of work in their bid that both parties deemed critical to the completion of this project. Steel Engineers has indicated that they are unable to honor their bid price.

FISCAL IMPACT

None by this action.

RECOMMENDATIONS

Staff recommends that the City Council approve the request for substitution of subcontractor for bid number 99.53541.04, Construction of the Northwest Water Resource Center, from Steel Engineers, to Century Steel, Inc.

PREPARED BY

Robert L. Crutchfield, Sr.

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 23

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT****AWARD OF BIDS/REJECTIONS/RENEWALS/TERMINATIONS**

50

Request for substitution of subcontractor of bid number 99.53541.04, construction of the Northwest Water Resource Center from Heavy Duty, LLC, to Tab Contractors, Inc. - Department of Public Works

Award recommended to: TAB CONTRACTORS, INC.

ADAMSEN - APPROVED the substitution as recommended - UNANIMOUS with JONES excused

MARK VINCENT, Director, Finance & Business Services, stated that the item appears on the Consent Agenda for allowance of substitution of a subcontractor by MMC. Staff recommended the substitution based on MMC's request. There is no cost or scheduled impact as a result of that substitution, and it is permissible under NRS 338.144. He noted that Heavy Duty, LLC, did not make a formal protest.

JEFF FEGERT, owner of Heavy Duty, and CHUCK SHERWOOD, Manager for Heavy Duty, were present. MR. FEGERT indicated that he did not receive a formal notice of this meeting. He had requested the matter be scheduled before the City Council for consideration, but never heard back from staff.

He pointed out that NRS 388.144 indicates that there is a process that must be followed in order to replace a listed subcontractor. It states that a substitution is approved by the awarding authority.

He explained that his company was asked to perform additional work than that proposed when Heavy Duty was listed as a subcontractor by MMC on the project. He refused to do the additional work because the cost ranged from \$50,000 to \$70,000. As a consequence, MMC informed him that Heavy Duty would not be used as a subcontractor.

MR. VINCENT indicated that the City does not have a contractual relationship with the subcontractor and the matter is between MMC and Heavy Duty. However, if the Council desires, staff could try to facilitate a meeting between MMC and Heavy Duty, which would cause a delay in the completion of this project and may result in a cost increase.

COUNCILMAN ADAMSEN confirmed with LARRY HAUGSNESS, Deputy Director of Public Works, that Public Works approved the substitution.

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 24

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS
SERVICES - CONSENT****AWARD OF BIDS/REJECTIONS/RENEWALS/
TERMINATIONS**

Request for substitution of subcontractor of bid number 99.53541.04, construction of the Northwest Water Resource Center from Heavy Duty, LLC, to Tab Contractors, Inc. - Department of Public Works

(Continued)

GREG PULK, President of MMC, stated that on the day of the bid opening Heavy Duty bid the entire project and it was confirmed by MMC before the bid was submitted to the City. Pricing on additional work was never requested. Heavy Duty made a mistake on its bid. He spoke with MR. FEGERT who requested the bid amount be increased by \$35,000.

COUNCILMAN ADAMSEN concurred that it is not in the best interest of the City to get into the middle of a dispute between private contractors.

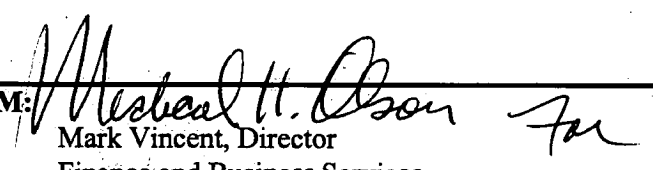
There was no further discussion.

(10:22 - 10:29)

1-605

CITY COUNCILMEETING OF
April 12, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:
Mark Vincent, Director
Finance and Business Services**SUBJECT: REQUEST SUBSTITUTION OF SUBCONTRACTOR FOR BID NUMBER 99.53541.04,
CONSTRUCTION OF THE NORTHWEST WATER RESOURCE CENTER****PURPOSE/BACKGROUND**

On January 25, 1999, the City Council approved the award of bid number 99.53541.04, Construction of the Northwest Water Resource Center, to MMC, Inc., in the amount of \$37,328,306. In accordance with NRS 338.144 3. (b)1, MMC, Inc. is requesting that they be allowed to substitute the subcontractor for earthwork. MMC, Inc. stated in their request, that Heavy Duty, LLC failed to include a portion of work in their bid that both parties deemed critical to the completion of this project. Heavy Duty has indicated that they are unable to honor their bid price.

FISCAL IMPACT

None by this action.

RECOMMENDATIONS

Staff recommends that the City Council approve the request for substitution of subcontractor for bid number 99.53541.04, Construction of the Northwest Water Resource Center, from Heavy Duty, LLC, to Tab Contractors, Inc.

PREPARED BY

Robert L. Crutchfield, Sr.

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 25

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT****PURCHASE ORDER APPROVALS/ REVISIONS**

51

Approval of a purchase order for one Tymco Regenerative Street Sweeper - Department of Public Works

Award recommended to: SOUTHERN NEVADA EQUIPMENT (\$122,994)

ADAMSEN - Motion to APPROVE:**Items 4 through 39****Items 41 and 42****Items 44 through 49****Items 51 through 53****Items 55 through 92****Items 94 and 95****- carried UNANIMOUSLY with JONES excused**

Items 40, 43 & 93: STRICKEN under separate action
(see individual items)

Items 50 & 54: APPROVED under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

52

Approval of revision to purchase orders for alternative public defenders to cover court proceedings - Department of Municipal Courts

Award recommended to: VARIOUS SUPPLIERS
(Estimated aggregate amount of \$40,000)

APPROVED - see above

53

Revision Number One to purchase order 201958, Trimble Global Positioning System, base station and receiver - Department of Public Works

Award recommended to: TRIMBLE
NAVIGATION, LTD (\$395)

APPROVED - see above

CITY COUNCILMEETING OF
April 12, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:
Mark Vincent, Director
Finance and Business Services**SUBJECT: REQUEST APPROVAL TO ISSUE A PURCHASE ORDER TO SOUTHERN NEVADA
EQUIPMENT FOR ONE TYMCO REGENERATIVE STREET SWEEPER****PURPOSE/BACKGROUND**

On January 22, 1997 the City Council approved the award of bid number 97.3462.03, Miscellaneous Specialty Vehicles, Item #4, to Southern Nevada Equipment. The bid document contains an "Open Ended Contract" provision allowing for the purchase of additional vehicles as per the terms of the Invitation to Bid from date of award through availability of the current production year. This request will provide for the purchase of one (1) Tymco Regenerative Street Sweeper to be used by the Streets and Sanitation Section.

The initiating department is Public Works.

FISCAL IMPACT

Funds are available in the City Equipment Acquisition Fund.

RECOMMENDATIONS

Staff recommends that the City Council approve the issuance of a Purchase Order in accordance with Bid Number 97.3462.03, Miscellaneous Specialty Vehicles, Item #4, to Southern Nevada Equipment, in the amount of \$122,994.

PREPARED BY

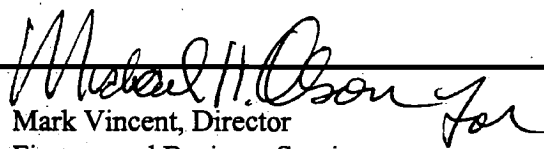
Anthony Green

AGENDA ITEM

51

CITY COUNCILMEETING OF
April 12, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:
Mark Vincent, Director
Finance and Business Services**SUBJECT: APPROVAL OF REVISION TO ANNUAL PURCHASE ORDERS FOR ALTERNATE PUBLIC DEFENDERS TO COVER COURT PROCEEDINGS****PURPOSE/BACKGROUND**

This request provides for court appointed public defender representation to cover court proceedings as needed for the period from July 1, 1998 through June 30, 1999. The original estimated annual amount was not expected to exceed \$25,000. Due to unexpected circumstances, this requirement will exceed \$25,000. Recommendation is to increase the estimated annual aggregate amount to \$40,000 to cover any additional unexpected requirements.

This requirement is exempt from competitive bidding requirement as stated in NRS 332, "Local Government Purchasing Act does not apply to justices' or municipal courts" and in accordance with Attorney General Opinion 86-20 (12-2-1986).

The initiating department is Municipal Court.

FISCAL IMPACT

Funds are available in the General Fund.

RECOMMENDATIONS

Staff recommends that the City Council approve the revision of Purchase Orders to, but not limited to, the following court appointed public defenders for the period from July 1, 1998 through June 30, 1999, in the estimated annual aggregate amount of \$40,000.

Jessie Walsh
Stephen Webster
Walton & Langford
Tom Conner

PREPARED BY

Janet DiAmbrosio-Smith

AGENDA ITEM

52

CITY COUNCIL**MEETING OF**
April 12, 1999**AGENDA DOCUMENTATION****TO:**
City Council**FROM:** 
Mark Vincent, Director
Finance and Business Service**SUBJECT: APPROVAL OF REVISION NUMBER ONE TO PURCHASE ORDER 201958, FOR A TRIMBLE GLOBAL POSITIONING SYSTEM, BASE STATION AND RECEIVER****PURPOSE/BACKGROUND**

On November 23, 1998, City Council approved the award of purchase order number 201958 to Trimble Navigation, LTD for a Global Positioning System, Base Station and Receiver in the amount of \$140,867. After delivery of the equipment it was discovered that an item had been omitted from the order. Revision number one will authorize the purchase of additional equipment at a cost of \$395. The original order was a sole source purchase to Trimble Navigation, LTD.

FISCAL IMPACT

Funds are available in the City Facilities Fund.

RECOMMENDATIONS

Staff recommends that City Council approve the issuance of Revision Number One to Purchase Order 201958, to Trimble Navigation, LTD, for the purchase of additional equipment in the amount of \$395.

PREPARED BY

Lloyd E. Davis

AGENDA ITEM

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 26

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DEPARTMENT OF FINANCE & BUSINESS SERVICES - CONSENT**APPROVAL OF AGREEMENTS/ AUTHORIZATIONS**

54

Approval of a license agreement for the licenses, upgrades and new products provided by Microsoft Software; and the rejection of bid and award of bid number 990063, Microsoft Enterprise Service for license monitoring service - Department of Information Technologies

Award of license agreement recommended to: MICROSOFT CORPORATION - Award of license monitoring services recommended to: WAREFORCE, INC. (Estimated total amount of \$1,270,442.75)

ADAMSEN - APPROVED the recommendation to award the bid to the correct low bidder: En Pointe Technologies - **UNANIMOUS** with JONES excused

CITY ATTORNEY JERBIC indicated that the item is properly agendaed; however, the recommendation to Wareforce, Inc., is incorrect. He recommended award to the correct low bidder.

MARK VINCENT, Director, Finance & Business Services, indicated the low bidder was En Pointe Technologies.

GREGORY HERLEAN, Manager, Purchasing & Contracts Division, was present.

There was no further discussion.

(10:29 - 10:32)

1-840

55

Approval of an interlocal agreement for paramedic training and re-certification - Department of Fire Services

Award recommended to: UNIVERSITY MEDICAL CENTER (Estimated annual amount of \$50,000)

ADAMSEN - Motion to APPROVE:

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried UNANIMOUSLY with JONES excused

Items 40, 43 & 93:

STRICKEN under separate action (see individual items)

Items 50 & 54:

APPROVED under separate actions (see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

CITY COUNCIL**MEETING OF
April 12, 1999****AGENDA DOCUMENTATION****TO:**

City Council

FROM:Mark Vincent, Director
Finance & Business Services

SUBJECT: REQUEST APPROVAL OF THE ENTERPRISE LICENSE AGREEMENT WITH MICROSOFT SOFTWARE FOR THE LICENSES, UPGRADES AND NEW PRODUCTS PROVIDED BY MICROSOFT CORPORATION; AND REJECTION OF BID AND AWARD BID NUMBER 990063, MICROSOFT ENTERPRISE SERVICE FOR LICENSE MONITORING SERVICE.

PURPOSE/BACKGROUND

The Enterprise Agreement between the City of Las Vegas and Microsoft Corporation will provide the licenses, upgrades and new products provided by Microsoft Corporation. In accordance with the terms of that agreement, the City of Las Vegas must contract with a Large Account Reseller (LAR) to administer the agreement and make payments to Microsoft Corporation. Bid Number 990063 was issued by the City in order to receive bids from LARs to provide the services required by the Enterprise Agreement for the period from date of award through March 31, 2002 at an estimated aggregate amount of \$1,270,442.75.

An addendum was issued to Bid Number 990063 which changed the pricing structure of the bid package. Wareforce, Inc. failed to return the addendum, staff considers this omission material in nature; therefore staff recommends rejection of their bid.

The Enterprise Agreement is exempt from the competitive bidding process pursuant to NRS 332.115 1.(g), Software for computers. Whereas Bid Number 990063 was done using the competitive process.

BID SUMMARY

See attached abstract.

FISCAL IMPACT

Funds are available in the Computer Services Fund.

RECOMMENDATIONS

Staff recommends that City Council approve the Enterprise Agreement between the City of Las Vegas and Microsoft Corporation for the licenses, upgrades and new products provided by Microsoft Corporation; and rejection of bid and award of bid number 990063, Microsoft Enterprise Service for license monitoring service, to En Pointe Technologies, Inc., for the period of date of award through March 31, 2002, in the estimated aggregate amount of \$1,270,442.75.

PREPARED BY

Lloyd E. Davis

For Microsoft Internal Use Purposes

Master Agreement Number

Initial Enrollment Number

01-06588
2733615

MICROSOFT SELECT MASTER AGREEMENT

This Microsoft Select Master Agreement (this "Master Agreement") is between City of Las Vegas (the "Lead Customer") and Microsoft Corporation, a Washington corporation, with principal offices located in Redmond, Washington, U.S.A. (the "Lead MS Company").

1. OVERVIEW. Microsoft Select is a volume licensing program that allows the Lead Customer and its Lead Customer Affiliates who become Enrolling Customers to copy, and obtain Licenses to use, Microsoft software products at volume prices. An Enrolling Customer is responsible for obtaining an authorized "master" copy of each Select Software Product it wishes to copy and use from its Large Account Reseller or through a Microsoft approved fulfillment source. It is then permitted to make multiple copies of each such product pursuant to the terms contained in this Master Agreement, subject to an obligation to order a License through its Large Account Reseller for each copy. For each License ordered, the Enrolling Customer will pay its Large Account Reseller a fee negotiated between the two of them. An Enrolling Customer is permitted to acquire Licenses for its own internal use and for the use and benefit of the Lead Customer or Lead Customer Affiliates, but may not acquire Licenses under this Master Agreement for the use or benefit of any other person or entity.

2. DEFINITIONS. Unless otherwise defined, all capitalized terms used in this Master Agreement shall have the meanings provided below:

"Effective Date" means the date that the Master Agreement is signed by the Lead MS Company or the Enrollment Agreement is accepted by the Enrolling MS Company, as applicable.

"Enrolling MS Company" means the Microsoft entity which has accepted a particular Enrollment Agreement, and the Lead MS Company, which, by virtue of its having signed this Master Agreement, has accepted the Lead Customer's initial enrollment.

"Enrollment Agreement" means a Microsoft Select Enrollment Agreement or a Microsoft Select Outsourcer Enrollment Agreement in the form provided by Microsoft or the Enrolling MS Company.

"Enrolling Customer" means: (i) the Lead Customer; (ii) any Lead Customer Affiliate and/or any identifiable division, business unit or office location of the Lead Customer or Lead Customer Affiliate identified as the Enrolling Customer on an Enrollment Agreement accepted by an Enrolling MS Company; and (iii) any Select Outsourcer.

"Enrollment Number" means the number assigned by the Lead MS Company to a particular Enrollment Agreement, and including the Initial Enrollment Number assigned to this Master Agreement.

"Large Account Reseller" means any distributor or reseller which Microsoft or one of its affiliates permits to distribute Licenses to Enrolling Customers.

"Lead Customer Affiliate" means a company or legal entity which owns and controls, is owned and controlled by, or is under common ownership and control with, the Lead Customer.

"License" means a right to use or access a copy of a Select Software Product as specified in a License Confirmation.

"License Confirmation" means a document ordered by an Enrolling Customer and produced by the Enrolling MS Company or its authorized agent, confirming the number and type of Licenses acquired by an Enrolling Customer during a specified period.

"Licensee" means, with respect to a copy of any Select Software Product: (i) the Enrolling Customer who made the copy and ordered the License therefor; or (ii) any permitted sublicensee, transferee or assignee of such License.

"Master Agreement Number" means the number assigned by the Lead MS Company to this Master Agreement.

"Microsoft" means Microsoft Corporation, a Washington corporation, with principal offices located in Redmond, Washington, U.S.A.

"Product List" means the statement published by Microsoft from time to time which identifies the available Select Software Products, the Product Pool to which each belongs, the Unit values assigned to each License, and any product-specific conditions or limitations on the acquisition of such Licenses.

"Product Pool" means one of the three (3) categories (Application, System and Server) into which Select Software Products are divided on the Product List.

"Product Use Rights" means the statement attached hereto as Addendum A, or any subsequent version thereof released and provided to the Lead Customer by or on behalf of Microsoft, which identifies special terms and conditions pursuant to which use of each particular Select Software Product is subject.

"Select Outsourcer" means an outside vendor (i) engaged by the Lead Customer to lease-finance, or to manage on behalf of all or some portion of the Lead Customer and the Lead Customer Affiliates, information and data systems assets that include Select Software Products, and (ii) which signs and submits an Outsourcer Enrollment Agreement that is accepted by an Enrolling MS Company.

"Select Software Product(s)" means the Microsoft software, as designated from time to time by Microsoft, which may be reproduced pursuant to this Master Agreement.

"Software" means the Select Software Products belonging to a Product Pool for which the Lead Customer has made a forecast in this Master Agreement.

"Unit" means the value for each License assigned by Microsoft and reflected in the Product List, which is used to calculate the volume pricing level applicable to this Master Agreement and each related Enrollment Agreement.

"Upgrade Advantage" means the product offering, within the Select program, which allows an Enrolling Customer, in exchange for a fee, to use in place of a licensed copy of a Select Software Product any more current version of the same Select Software Product that is or becomes commercially available prior to the expiration or termination of its Enrollment Agreement in the area in which the Enrolling Customer is located.

3. KEY CONCEPTS.

a. Enrolling Customers. The Lead Customer is an Enrolling Customer by virtue of entering into this Master Agreement; it is not necessary for the Lead Customer to submit a separate Enrollment Agreement. Any Lead Customer Affiliate or Select Outsourcer choosing to submit an Enrollment Agreement during the term of this Master Agreement will become an additional Enrolling Customer upon an Enrolling MS Company's acceptance of its Enrollment Agreement. The Lead MS Company shall assign a Master Agreement Number and an Initial Enrollment Number to the Lead Customer upon execution of this Master Agreement. Upon acceptance of an Enrollment Agreement, the Enrolling MS Company shall assign a discrete Enrollment Number and provide written confirmation of its acceptance to the additional Enrolling Customer. An Enrolling MS Company may accept or reject any Enrollment Agreement for bona fide commercial reasons. The Lead Customer, the Lead MS Company, and their respective affiliates, agree to use best efforts to resolve any problems arising under any Enrollment Agreement.

b. Large Account Resellers. A Large Account Reseller shall be designated for each Master Agreement or Enrollment Agreement by the Lead Customer or the additional Enrolling Customer, as the case may be. The Enrolling MS Company shall make available to each Enrolling Customer the names of the authorized Large Account Resellers in its area. If an Enrolling Customer terminates its relationship with its designated Large Account Reseller, or if the Enrolling MS Company discontinues that reseller's status as a "Large Account Reseller," the Enrolling Customer shall designate a replacement from the list of authorized Large Account Resellers in its area. The Enrolling Customer and the Enrolling MS Company shall each endeavor to give the other as much prior notice as possible of any such event. The Enrolling MS Company and the Enrolling Customer shall work together to resolve any issues resulting from the termination of a Large Account Reseller. The Large Account Resellers: (i) are independent contractors who act in their own name and for their own account; (ii) have complete discretion regarding pricing, distribution, invoicing and collections; and (iii) have no authority to bind or impose any obligation or liability whatsoever upon the Lead MS Company or an Enrolling MS Company. Neither Microsoft nor any of its affiliates guarantees the quality or the regularity of the services of any Large Account Reseller.

c. Select Software Products. The Select Software Products for which Licenses may be ordered hereunder at any given time, the Unit values assigned to such Licenses, and any conditions or limitations on the ordering of such

Licenses, shall be determined by the Product List in effect at the time the Enrolling Customer orders each License Confirmation. A Microsoft account representative or the Enrolling Customer's Large Account Reseller will be able to direct an Enrolling Customer to the current Product List and will provide a copy to the Enrolling Customer upon request. Microsoft may change the Product List at any time, and from time to time, to add or remove products, increase or decrease the Unit value assigned to any specific Select Software Product, or add or remove conditions or limitations on the ordering of Licenses for any such Select Software Product.

d. Forecasts and Pricing.

(i) **Price Levels.** Microsoft has established four (4) different price levels for the acquisition of Licenses for certain Select Software Products. The four price levels, in order of increasing discount, are Levels A, B, C and D, respectively. The price level initially applicable to the acquisition of Licenses from each respective Product Pool is determined by the forecasts made by the Lead Customer in Section 13 below. The four price levels and the minimum forecast necessary to qualify for each in a Product Pool are described in the table below. The Enrolling Customers' price level for each Product Pool may be adjusted to reflect the pace at which the Enrolling Customers are actually acquiring Licenses, as described in Section 3(d)(ii) below.

Price Level	Minimum Number of Units in Specified Pool
A	2,000
B	8,000
C	20,000
D	50,000

(ii) **Consequences of Failure to Meet Forecasts.** If, by the end of the sixth (6th) full calendar month of the term of the Master Agreement, the Enrolling Customers, in the aggregate, have failed to acquire at least twenty-five percent (25%) of the Units forecast in Section 13 below by the Lead Customer to be acquired with respect to any Product Pool, or if, by the end of the twelfth (12th) full calendar month of such term, the Enrolling Customers, in the aggregate, have failed to acquire at least fifty percent (50%) of the Units forecast in Section 13 below, the price level at which Enrolling Customers may acquire Licenses from such Product Pool for the remainder of the term hereof will be changed to the price level for which the Enrolling Customers are on pace, based on their acquisition of Licenses relating to such Product Pool prior to such date. If the Enrolling Customers are not on pace to acquire sufficient numbers of Licenses in a particular Product Pool to qualify even for Level A pricing in that Product Pool, the Enrolling Customers shall cease to be permitted to obtain Licenses from that Product Pool under this Master Agreement for the remainder of the term. This price level adjustment procedure shall not apply to the extent that the Unit value of any Select Software Product has been reduced during the term of this Master Agreement and the failure of the Enrolling Customers to keep pace with the forecast consumption is attributable solely to such decrease in Unit value.

(iii) **Estimated Retail Prices.** Microsoft shall establish an estimated retail price for Licenses of each Select Software Product at each of the price levels available. The estimated retail prices are intended only as reference points for Enrolling Customers to use in negotiating actual prices with their Large Account Resellers. The estimated retail prices are subject to change from time to time. Changes may be in the form of promotional estimated retail pricing which is made available for a specified period of time and, at the end of the period, returns to the established estimated retail price. In no event, however, will any change be effective on less than thirty (30) days prior written notice to Large Account Resellers. The estimated retail price applicable to a License shall be the estimated retail price in the currency quoted by Microsoft for the country in which the Enrolling Customer is located. The estimated retail prices will not include applicable taxes, if any, such as sales or value added taxes, duties, tariffs and other similar taxes.

4. LICENSE GRANTS.

a. **License to Make Copies; Temporary and Permanent Use Rights.** Subject to its obligation to order License Confirmations as set forth in Section 5, below, at any time during the term hereof each Enrolling Customer may make copies of Software. Any such copy may be made only from a Select CD-ROM or disk set obtained from Microsoft or one of its affiliates, or from a fulfillment CD-ROM or disk set obtained from the Enrolling Customer's

Large Account Reseller or from a Microsoft approved fulfillment source. An Enrolling Customer may have copies made and pre-installed on computer hardware on its behalf by a third party, as long as the Enrolling Customer bears full responsibility for all acts and omissions of the third party arising from or relating to the making or pre-installation of copies of Microsoft products. All copies of Software made pursuant to this Section shall be true and complete copies, and shall include all copyright and trademark notices. Until the Licensee receives the License Confirmation covering a particular copy, its right to use the copy will be temporary. This temporary right to use the copy shall expire upon the earlier of (i) receipt of a License Confirmation covering such copy, or (ii) the forty-fifth day following the calendar month in which the copy was made, unless the Enrolling Customer's failure to obtain a License Confirmation covering such copy prior to such time is due to circumstances which could not be remedied through reasonable efforts of the Enrolling Customer, including notification to the Lead MS Company or the Enrolling MS Company and cooperation therewith in resolving the problem. Upon receipt of a License Confirmation covering a particular copy of Software, the Licensee's right to use such copy shall become perpetual and irrevocable, except to the extent otherwise specifically provided in the Product Use Rights.

b. **Use Terms.** Each copy made pursuant to the right granted in Section 4(a) above may be used only subject to and strictly in accordance with the terms, conditions, limitations and restrictions contained in this Master Agreement and the applicable provisions of the most recently released version of the Product Use Rights, as that document may be amended by Microsoft from time to time in accordance with the following provisions, and any supplement or addendum to such Product Use Rights, as contemplated therein. Microsoft may need to change the Product Use Rights during the term of this Master Agreement to accommodate the addition or deletion of Select Software Products or the introduction of new versions of existing Select Software Products. Microsoft may do so at any time, and from time to time, as long as: (i) each Enrolling Customer is provided written notice of the new terms not less than thirty (30) days prior to the effective date of such changes; (ii) such notice summarizes all material changes in the Product Use Rights and includes a copy of the revised version thereof which clearly identifies all textual changes from the prior version; and (iii) no such change will ever retroactively alter the terms under which a Licensee may use a copy of a Select Software Product previously licensed. If the requirements of the preceding sentence have been complied with, the revised Product Use Rights shall take the place of the existing version as of the effective date identified in the notice, and each copy of a Select Software Product made on or after that date shall be subject to the terms thereof, as amended.

c. **Downgrade Right.** In place of the Software identified on a License Confirmation, an Enrolling Customer or Lead Customer Affiliate (but no assignee or transferee which is not an Enrolling Customer or Lead Customer Affiliate) may use a copy of any prior version of such Software. To determine which products are prior versions of the Software identified on a License Confirmation, please refer to the Product List. If the Software that an Enrolling Customer or Lead Customer Affiliate wishes to downgrade is a product made up of components which can be licensed separately, except as may be otherwise provided in the Product Use Rights, the Enrolling Customer or Lead Customer Affiliate may not downgrade some of the components without downgrading all components. For example, Microsoft Office 7.0 is a single product comprised of Microsoft Word 7.0, Microsoft Excel 7.0, Microsoft PowerPoint 95 and Microsoft Schedule+. When Microsoft Office is licensed, the component parts may not be downgraded separately. After six (6) months from the date a new version of a Select Software Product is released, neither Microsoft nor any of its affiliates shall be obligated to provide any product support services for any prior version. Even prior to the expiration of that six (6) month period, product support services are limited as described in Section 14(a).

d. **Cross Language Rights.** An Enrolling Customer or Lead Customer Affiliate (but no assignee or transferee which is not an Enrolling Customer or a Lead Customer Affiliate) may substitute for a Select Software Product in one natural or spoken language, the same Select Software Product in a different natural or spoken language (e.g., may substitute Microsoft Word 6.0 in English for Microsoft Word 6.0 in French), provided that the estimated retail price of the Select Software Product in the different language is not greater than its estimated retail price in the language identified on the License Confirmation. To determine the estimated retail price of a Select Software Product in a particular natural or spoken language, contact a Large Account Reseller or a Microsoft account representative.

e. **Right to Make Copies for Distribution.** An Enrolling Customer may make as many copies as are reasonably necessary to distribute the Software to its users or the users of its Lead Customer Affiliates. Copies may be in the form of master copy disk sets (e.g., floppy diskettes, CD-ROM, tape or other media) or installed on a network server consistent with Section 4(f) below. Disk sets produced by an Enrolling Customer must be produced by Enrolling Customer's employees on Enrolling Customer's premises. Alternatively, an Enrolling Customer may

have such master copy disk or disk sets made on its behalf by a third party, as long as the Enrolling Customer bears full responsibility for all acts and omissions of the third party arising from or relating to the making of copies of Microsoft products. In either case, all disk sets must identify all applicable copyright notices of Microsoft Corporation. Such copies may be made only from a Select CD-ROM obtained from Microsoft or one of its affiliates, or a fulfillment CD-ROM or disk set obtained from the Enrolling Customer's Large Account Reseller or from a Microsoft approved fulfillment source.

f. Storage/Network Use. Licensee may also store or install copies of the Software on a storage device, such as a network server, used only to install or run the Software on Licensee's other computers over an internal network; however, Licensee must acquire and dedicate a license for each separate computer on which the Software is installed or run from the storage device. A license for any Software may not be shared or used concurrently on different computers.

g. Right to Make Copies for Training. Each Enrolling Customer may, during the term of this Master Agreement, use up to twenty (20) copies of any Software in a dedicated training facility solely for the purposes of training its users to utilize the Software.

h. Right to Make Copies for Evaluation. Each Enrolling Customer may, during the term of this Master Agreement, use up to ten (10) copies of any Select Software Product (irrespective of whether a forecast has been made in the Master Agreement for the product pool to which such Select Software Product belongs) solely for the purposes of evaluation and testing. This right to use a particular Select Software Product for evaluation shall terminate sixty (60) days after the evaluation begins. Upon such termination, unless Licenses are ordered for such Select Software Product as set forth in Section 5, the Enrolling Customer is obligated to delete and remove from the temporary memory (RAM) and permanent memory (e.g. hard disk, CD-ROM or other storage device) of all computers under its direct or indirect control all copies installed pursuant to this Section.

5. OBLIGATION TO ORDER AND OBTAIN LICENSE CONFIRMATIONS. Except for copies of Software made solely for the purposes of distribution, training and evaluation, as permitted in Sections 4 (e), (f), (g) and (h), each Enrolling Customer shall submit to its designated Large Account Reseller an order for a License for each copy of Software it has made (or which has been made on its behalf) during the calendar month. Each order shall specify the version number and language of each copy made (or access right created), and country of usage. If the copy is of something other than the latest version of a product, the order shall specify the version number of the latest version. All orders must be delivered to the Large Account Reseller by the last day of the calendar month in which the copy was made. An Enrolling Customer's failure to submit an order within the required time frame shall be grounds for termination of its Enrollment Agreement and, at the Lead MS Company's option, this Master Agreement, and temporary use rights shall expire for any copies made by or on behalf of the Enrolling Customer pursuant to this Master Agreement for which the Enrolling Customer has received no License Confirmation.

6. RESTRICTIONS. All copies of Select Software Products made or used pursuant to Section 4 are subject to the following restrictions:

a. Copyright. All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the Software), the accompanying guides, manuals and other printed materials, and any copies of the Software, are owned by Microsoft or its suppliers. The Software is protected by applicable copyright laws and international treaty provisions. Therefore, Licensee must treat the Software like any other copyrighted material except that an Enrolling Customer may make copies of the Software as described in Sections 4 (a, e, f, g and h). Licensee may not copy any Microsoft guides, manuals or other printed materials describing or explaining the Software. An Enrolling Customer may acquire copies of any such guides, manuals and other printed materials from its Large Account Reseller in quantities that do not exceed, with respect to a Select Software Product, the number of Licenses of such product the Enrolling Customer has acquired. All that is granted to Licensee is a right to use the Software as set forth in Section 4 and the Product Use Rights.

b. Rental Restrictions. Except as may be permitted in an Outsourcer Enrollment Agreement, Licensee may not rent, lease or lend any copy of the Software.

c. **Reverse Engineering.** Licensee may not reverse engineer, decompile, or disassemble any of the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

d. **Separation of Components.** Each Select Software Product is licensed as a single product. Some Select Software Products combine separately available components into a single product. For example, Microsoft Office 7.0 is a single product comprised of Microsoft Word 7.0, Microsoft Excel 7.0, Microsoft PowerPoint 95 and Microsoft Schedule+, and Microsoft Back Office is a single product comprised of Microsoft Windows NT Server 3.51, Microsoft Exchange Server Standard Edition, Microsoft Exchange Connector, Microsoft SNA Server, Microsoft SQL Server, Microsoft Systems Management Server, and Microsoft Internet Information Connector. When licensed as a combination product, the component parts may not be separated for use on more than one computer.

e. **Upgrades.** If the Software is an upgrade from another product, Licensee must be properly licensed to use a product identified by Microsoft as being a basis for such upgrade. A Software upgrade replaces and/or supplements the product that formed the basis for Licensee's eligibility for the upgrade. Licensee may use the upgrade product only in accordance with this Master Agreement and the Product Use Rights in effect at the time the Enrolling Customer ordered the License for the upgrade. If the Software is an upgrade of a component of a package of software programs which Licensee licensed as a single product, the Software may be used and transferred only as part of that multi-component product package and may not be separated for use on more than one computer.

f. **Export Restrictions.**

(i) **In General.** All Select Software Products and related user documentation are subject to the export control laws and regulations of the United States. As used in this paragraph, the term "Controlled Material" means: (A) any Select Software Products or related documentation and technical data, and (B) any software developed by Licensee using one or more Select Software Products. Nothing in the preceding sentence shall be construed to grant Licensee any right to use any Select Software Product in any manner or for any purpose not expressly permitted in the applicable provision of the applicable Product Use Rights. Licensee agrees that neither Licensee nor its customers intend to or will, directly or indirectly: (x) export or transmit any Controlled Material to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute (currently including, but not limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria), without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission; or (y) provide any Controlled Material in any manner to any end-user whom Licensee or its customer knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons.

(ii) **EI Controls Restrictions.** Export of certain Select Software Products from the United States is regulated under "EI controls" of the Export Administration Regulations (EAR, 15 CFR 730-744) of the U.S. Commerce Department, Bureau of Export Administration (BXA). Each such product is available in two distinct versions, one that is intended for distribution only in the United States and Canada, and one that may be distributed more generally. The version of each that is intended for distribution only in the United States and Canada is referred to in this paragraph as an "EI Controlled Product." The current EI Controlled Products are: Microsoft Exchange Client Access License - US English and French-Canadian versions; Microsoft Internet Information Server - US English version; and Microsoft Windows NT 4.0 Server (not the workstation) - US English version; and Microsoft Outlook - US English and French-Canadian versions. The list of EI Controlled Products may be increased or decreased from time to time depending upon changes in the regulations themselves, changes in the encryption technology that is built into one or more Select Software Products and the addition or deletion of products from the Select program. The EI Controlled Products at any particular time are clearly identified on the Product List. A Commerce Department export license is required to export an EI Controlled Product outside the United States or Canada. Neither the Lead Customer nor any Lead Customer Affiliate will, directly or indirectly, export or re-export any EI Controlled Product (or portions thereof) to any country, other than the United States or Canada, or to any person, entity or end user subject to U.S. export restrictions without first obtaining a Commerce Department export license. The Lead Customer warrants and represents that neither the BXA nor any other U.S. federal agency has suspended, revoked or denied its export privileges or those of any Lead Customer Affiliate.

7. WARRANTY.

a. **Limited Warranty.** The Lead MS Company warrants that (i) any particular copy of a Select Software Product will perform substantially in accordance with the applicable user documentation published by Microsoft for a period of ninety (90) days from the date an Enrolling Customer ordered, or should have ordered, a License for such copy; and (ii) any support services provided by Microsoft or any of its affiliates will be substantially as described in applicable written materials provided by Microsoft or its affiliates, and Microsoft support engineers will make commercially reasonable efforts to solve any problem issues. Any implied warranties concerning the Select Software Products licensed hereunder are limited to the same ninety (90) day period. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. The Limited Warranty is void if failure of the Software has resulted from accident, abuse or misapplication.

b. **No Other Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LEAD MS COMPANY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SELECT SOFTWARE PRODUCTS AND THE RELATED PRODUCT MANUAL(S) AND WRITTEN MATERIALS, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY HAVE OTHERS WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

c. **Remedy for Breach of Warranty.** The exclusive remedy of Lead Customer, Enrolling Customers and Lead Customer Affiliates for breach of the warranty described in Section 7(a) above shall be, at the Lead MS Company's option, either (i) return of the price paid or (ii) repair or replacement of the Software that does not meet the Limited Warranty above.

8. DEFENSE OF INFRINGEMENT CLAIM

a. **Duty to Defend.** The Lead MS Company agrees to defend any Enrolling Customer against and, subject to Section 8(e), pay the amount of any adverse final judgment (or settlement to which the Lead MS Company consents) resulting from third party claim(s) (hereinafter "Indemnified Claims") that any Select Software Product infringes any copyright enforceable in any Included Jurisdiction (defined in Section 8(d), below); provided the Lead MS Company is notified promptly in writing of the Indemnified Claim and has sole control over its defense or settlement, and the Enrolling Customer provides reasonable assistance in the defense of the same. For any intellectual property claim for which a defense is not provided in this Section 8, the Lead MS Company, in its sole discretion, may elect to treat such intellectual property claim as an "Indemnified Claim" as defined herein.

b. **Opportunity to Cure.** In the event the Lead MS Company receives information concerning an intellectual property infringement claim (including an Indemnified Claim) related to a Select Software Product, it may, at its expense and without obligation to do so, either (i) procure for the Enrolling Customer and all Lead Customer Affiliates to which it has sublicensed the allegedly infringing Select Software Product the right to continue to use the allegedly infringing Select Software Product, or (ii) replace or modify the Select Software Product to make it non-infringing, in which case, the Enrolling Customer and all Lead Customer Affiliates to which it has sublicensed the allegedly infringing Select Software Product shall thereupon cease distribution and use of the allegedly infringing Select Software Product.

c. **Exceptions to Duty.** The Lead MS Company shall have no liability for any intellectual property infringement claim based on an Enrolling Customer's or a Lead Customer Affiliate's (i) copying, distribution or use of any Select Software Product after the Lead MS Company's notice that the Enrolling Customer and all Lead Customer Affiliates to which the Enrolling Customer has sublicensed Select Software Products should cease copying, distribution and use of the allegedly infringing Select Software Product due to such a claim; or (ii) combination of a Select Software Product with a non-Microsoft product, program or data; or (iii) adaptation or modification of any Select Software Product. For all claims described in this Section 8(c), subject to Section 8(e), the Lead Customer agrees to indemnify and defend the Lead MS Company, its affiliates and suppliers from and against all damages, costs and expenses, including reasonable attorneys' fees.

d. **Geographic Scope.** The Lead MS Company shall have no obligation to any Enrolling Customer for any Indemnified Claims which arise outside the geographical boundaries of the United States, Canada, Japan, or the European Union ("Included Jurisdictions").

e. **Proportionate Responsibility.** For any intellectual property claim attributable in part to a Select Software Product and in part to one or more other products, programs or data with which the Select Software Product is combined, the Lead MS Company and Lead Customer each agrees to contribute to any liability resulting from such intellectual property claim in proportion to such party's comparative responsibility in causing such liability.

9. LIABILITY.

a. **Limitation of Liability.** The total liability of the Lead MS Company and its affiliates to any Enrolling Customer and its permitted sublicensees arising out of this Master Agreement, including their obligation to defend and indemnify such Enrolling Customer against certain claims of infringement (as described in Section 8 above), shall be limited to one hundred percent (100%) of the amount having actually been paid by such Enrolling Customer for Licenses obtained hereunder for the Select Software Product(s) giving rise to the liability.

b. **No Liability for Consequential Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LEAD MS COMPANY OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING UNDER OR IN CONNECTION WITH THIS MASTER AGREEMENT OR THE PRODUCTS LICENSED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT BE ENFORCEABLE.

10. FACILITATING COMPLIANCE.

a. **Notice to Users.** Each Enrolling Customer shall use reasonable efforts to make its employees, agents and other individuals using the Select Software Product(s) under this Master Agreement aware that the Select Software Product(s) (i) are licensed by Microsoft, (ii) may only be used subject to the terms and conditions contained in this Master Agreement and the applicable Product Use Rights, and (iii) may not be copied, transferred or otherwise used in violation of such terms and conditions.

b. **Audit Rights.** Each Enrolling Customer shall keep all usual and proper records relating to its reproduction, distribution and use of the Select Software Product(s). The Lead MS Company and the Enrolling MS Companies reserve the right to audit each Enrolling Customer and Lead Customer Affiliate during the term of this Master Agreement and for a period of one (1) year thereafter, provided that such audit(s) shall be conducted during normal business hours and in such a manner as not to interfere unreasonably with the operations of the Enrolling Customer and Lead Customer Affiliates. Any such audit will be conducted by accountants from a nationally recognized public accounting firm chosen and engaged by the Lead MS Company or an Enrolling MS Company. In any event, the Lead Customer, Enrolling Customer or Lead Customer Affiliate being audited shall promptly order sufficient Licenses to permit all usage disclosed by any such audit. In addition, if any such audit discloses material unlicensed use of Microsoft software, the Lead Customer, Enrolling Customer or Lead Customer Affiliate being audited shall pay to the Lead MS Company or the Enrolling MS Company on behalf of which the audit has been conducted an amount equal to: (i) the reasonable expenses incurred in conducting such audit; plus (ii) an additional license fee of twenty percent (20%) of the estimated retail price of the Licenses required to be ordered pursuant to the preceding sentence. For purposes of this Section 10(b), "material unlicensed use of Microsoft software" shall exist if, upon audit, it is determined that, with respect to any Select Software Product the party being audited has Licenses or other licenses for fewer than ninety-five percent (95%) of the copies disclosed by the audit. The Lead MS Company and its affiliates shall use the information obtained or observed in the audit solely for the purposes of (x) determining whether the Enrolling Customer or Lead Customer Affiliate has sufficient licenses for the Microsoft software it is using and has otherwise complied with the terms of this Master Agreement, and (y) enforcing its rights under this Master Agreement and any applicable laws. Microsoft and its affiliates will hold all such information in confidence.

11. TERM; TERMINATION.

a. **Term.** Provided this Master Agreement has been properly executed by the Lead Customer, it shall be effective as of the date the Lead MS Company executes it (the "Effective Date") and shall terminate on the last day of the twenty-fourth (24th) full calendar month following the Effective Date, unless otherwise terminated as provided below.

b. **Termination of the Master Agreement or an Enrollment Agreement.** Either party may terminate the Master Agreement for cause upon thirty (30) days prior written notice advising the defaulting party of the nature of the default, provided that such default is not thereafter cured within such thirty (30) day period. A breach by the Lead Customer or a Lead Customer Affiliate of Sections 5, 6 or 12(d) of this Master Agreement or a breach in a material respect of any provision of the Product Use Rights shall, immediately upon written notice and without an opportunity to cure, constitute grounds for termination of its Enrollment Agreement or, if it is not an Enrolling Customer, the Enrollment Agreement of the Enrolling Customer from which it sublicenses Select Software Products, and at the Lead MS Company's option, this Master Agreement.

c. **Obligations on Termination or Expiration.** Termination or expiration of this Master Agreement shall automatically terminate the rights of all Enrolling Customers enrolled under it, including their rights to make and use additional copies of Select Software Products pursuant to the terms of this Master Agreement. Termination of a single Enrollment Agreement shall terminate that Enrolling Customer's rights to make and use additional copies of Select Software Products. Upon expiration or termination, each Enrolling Customer shall immediately submit an order for Licenses equal to the number of copies of the Select Software Products it has made for which it has not previously ordered Licenses. Upon termination, all deferred Upgrade Advantage fees, if any, shall become immediately due and payable. Termination of a single Enrollment Agreement shall not, however, affect the rights of Enrolling Customers under other Enrollment Agreements unless the Lead MS Company terminates this Master Agreement as well. Termination of this Master Agreement or a given Enrollment Agreement shall not affect any Enrolling Customer's rights to use any copy of the Select Software Products for which the Enrolling Customer has ordered and received a License Confirmation.

12. MISCELLANEOUS.

a. **Entire Agreement.** This Master Agreement (including the addenda hereto), together with the Product List and the Product Use Rights in effect from time to time, and any Enrollment Agreements accepted hereunder, each of which is incorporated in this Master Agreement by this reference, constitute the entire agreement between the Lead MS Company, the Enrolling MS Companies, the Lead Customer and the Enrolling Customers concerning the subject matter hereof, and merge all prior and contemporaneous communications with respect to such subject matter. The terms and conditions of these documents shall control over any provisions in any purchase order. To the extent there is any inconsistency between the terms contained in this Master Agreement and the terms contained in any Enrollment Agreement, the terms hereof shall control, except to the extent (and only to the extent) that the conflicting term in the Enrollment Agreement is required under local law in order to make enforceable any attempted limitation of liability, warranty, indemnity or remedy. To the extent there is any inconsistency between the terms contained in this Master Agreement or an Enrollment Agreement and the terms contained in the Product List or the Product Use Rights, the terms of the Master Agreement or Enrollment Agreement shall control. Any representations, promises or conditions in connection with the Master Agreement or Enrollment Agreement not in writing signed by all affected parties shall not be binding. The provisions of this Master Agreement, other than the Product Use Rights, and any Enrollment Agreement may be changed only by a written instrument signed by both parties. The Product Use Rights may be amended by Microsoft as provided in Section 4(b) above.

b. **Notices.** All notices, authorizations, and requests in connection with this Master Agreement shall be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; or (ii) sent by air express courier (e.g., DHL, Federal Express or Airborne), charges prepaid, confirmation requested, and addressed as provided beneath the parties' respective signatures below. If no address is provided for the Lead Customer, notice to the Lead Customer may be sent to the Lead Customer address provided in the Master Agreement Sign Up Form.

c. **Assignment.** The Lead Customer may not assign or transfer this Master Agreement or its rights or obligations hereunder, whether by contract or by operation of law, without the prior written approval of the Lead MS Company. An Enrolling Customer may not assign or transfer its Enrollment Agreement or its rights or

obligations thereunder, whether by contract or by operation of law, without the prior written approval of the Enrolling MS Company. The Lead MS Company and the Enrolling MS Companies may transfer their respective rights and obligations hereunder and under any Enrollment Agreement to any third party without prior written approval of the Lead Customer or any Enrolling Customer; provided, however, that the Lead MS Company or the Enrolling MS Company shall remain liable, in accordance with this Master Agreement, for all Licenses it has provided or was obligated to have provided prior to the date of transfer. Any prohibited assignment is null and void.

d. Sublicense, Transfer or Assignment of Licenses.

(i) **To Affiliates.** Subject to the requirements identified in Section 12(d)(iv) below, an Enrolling Customer may sublicense, transfer or assign Licenses acquired under its Enrollment Agreement to the Lead Customer or to any Lead Customer Affiliate, but may not obtain Licenses hereunder for the use or benefit of any person or entity other than the Lead Customer or a Lead Customer Affiliate. The Enrolling Customer shall be responsible for all acts and omissions of the Lead Customer Affiliates (including for these purposes, the Lead Customer) to which it sublicenses, transfers or assigns Select Software Products. The Enrolling Customer sublicensing, transferring or assigning Licenses to a Lead Customer Affiliate shall require such Lead Customer Affiliate to notify the Enrolling MS Company or the local Microsoft affiliate in the country where such Lead Customer Affiliate will be using the Software that such sublicense, transfer or assignment has occurred, or begun to occur.

(ii) **Pursuant To A Merger, Consolidation Or Divestiture.** Subject to the requirements identified in Section 12(d)(iv) below, the Enrolling Customer to which a License Confirmation has been issued, or any Lead Customer Affiliate to which such Enrolling Customer has sublicensed, transferred or assigned the Licenses identified therein pursuant to the preceding paragraph, may transfer such Licenses to any third party pursuant to a merger, consolidation or other corporate/organizational divestiture or acquisition, without the written consent of the Enrolling MS Company.

(iii) **With Consent.** Except as provided in Sections 12(d)(i) and (ii) above, a Licensee may not sublicense, transfer or assign any Licenses without the prior written consent of the Lead MS Company or the Enrolling MS Company.

(iv) **Limitations and Requirements.** A Licensee may not sublicense, transfer or assign a License to any party unless it transfers all of the licensed Select Software Product (including all component parts, the media and printed materials, any upgrades, the License Confirmation evidencing the rights being transferred and, if applicable, the Certificate of Authenticity) and the recipient agrees to the applicable terms of the Product Use Rights and of Sections 6, 7, 9 and 10 of this Master Agreement. If an Enrolling Customer sublicenses, transfers or assigns its rights in one or more Licenses identified on any License Confirmation to one or more of its Lead Customer Affiliates, then it shall provide a copy of such License Confirmation to each such Lead Customer Affiliate, identifying the number of Licenses which have been sublicensed, transferred or assigned. If the Software is an upgrade, any sublicense, transfer or assignment must include all prior versions of the Software and any license of a competitive product which qualified the Enrolling Customer to acquire the upgrade. An Enrolling Customer or a Lead Customer Affiliate may not sublicense, transfer or assign Licenses on a short-term basis.

(v) **Special Limitations And Requirements With Respect To Certain Products.** A Licensee may not sublicense, transfer or assign any License of Microsoft Windows 95, Microsoft Windows NT Workstation, or any successor versions of those products, unless such sublicense, transfer or assignment is in accordance with the provisions of Sections 12(d)(i) through (iv) above, and, in addition, is part of a sale or transfer of the single computer system on which the licensed Software was first installed. A licensee may not transfer its right to upgrade any Select Software Product under Upgrade Advantage.

e. Applicable Law. This Master Agreement and any Enrollment Agreement related hereto shall be subject to the laws of the State of Washington, U.S.A. and the federal laws of the United States.

f. Survival. Provisions of Sections 4(b) ("LICENSE GRANTS-USE TERMS"), 6 ("RESTRICTIONS"), 7 ("WARRANTY"), 8 ("DEFENSE OF INFRINGEMENT CLAIMS"), 9 ("LIABILITY"), 10(b) ("FACILITATING COMPLIANCE AUDIT RIGHTS"), 11(c) ("TERM, TERMINATION-OBLIGATIONS ON TERMINATION OR

EXPIRATION") and 12 ("MISCELLANEOUS") of this Master Agreement shall survive its termination or expiration.

13. FORECAST. The Lead Customer forecasts that during the term of this Master Agreement, all Enrolling Customers, considered in the aggregate, will acquire from each product pool not less than the number of Units circled below.

Minimum Unit Volume for Price Level	Application Pool (Circle One if applicable)	System Pool (Circle One if applicable)	Server Pool (Circle One if applicable)
A 2,000	<u>A</u>	<u>A</u>	<u>A</u>
B 8,000	B	B	B
C 20,000	C	C	C
D 50,000	D	D	D

14. MICROSOFT SERVICES.

a. **Free Services.** Enrolling Customers shall not be entitled to free telephone support with respect to Licenses acquired under this Master Agreement. Subject to that exception, each Enrolling Customer shall be entitled to receive the same free product support services, if any, as are generally available from Microsoft to retail customers in the area in which the Enrolling Customer is located. Any supplemental Software code provided to Licensee as part of the support services shall be considered part of the Select Software Product to which it pertains and subject to the terms and conditions of this Master Agreement and the Product Use Rights.

b. **Additional Paid Services** If the boxes below this text contain the initials of the representatives of the Lead MS Company and the Lead Customer who executed this Master Agreement, then the parties have, contemporaneously with the negotiation and execution hereof, negotiated and executed a Microsoft Select Master Services Addendum pursuant to which the Lead Customer and its Lead Customer Affiliates may obtain agreed upon Microsoft Consulting Services and Microsoft Product Support Services.

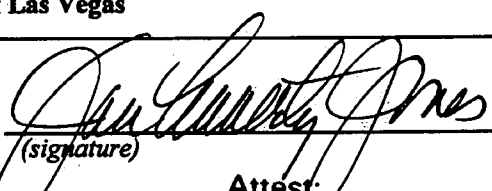
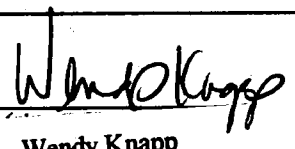
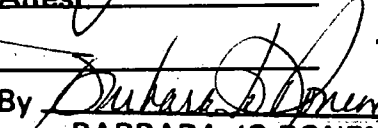
Lead MS Company:

☐

Lead Customer:

☐

This Master Agreement is not legally binding until executed by each party.

Name of Lead Customer (Entity Name): City of Las Vegas		Name of Lead MS Company: Microsoft Corporation	
By:  (signature)	By:  (signature)		
Name: _____ (printed)	Name: Wendy Knapp		
Title: _____ (printed)	Title: Contract Administrator		
Date: _____	Date: 5/10/99		
Attest:  By BARBARA JO RONEUMUS, SECRETARY			

The Master Agreement and attached documents should be sent to the following address for approval and processing:	Microsoft Corporation One Microsoft Way Redmond, WA 98052-6399 Attention: Select Volume Licensing, Dept. 551	Telephone Number (country code-area code- phone number): (425) 882-8080 Facsimile Number (country code-area code- phone number): (425) 936-7329
--	--	--

APPROVED AS TO FORM:
3/31/99 Date

As provided in Section 12 (b) above, notices required or permitted under this Master Agreement should be addressed to the contact and locations outlined below. If the information below changes during the term of the Master Agreement, each party will notify the other party in writing:

Customer Information**Microsoft Information**

Lead Customer Name City of Las Vegas	Lead MS Company Microsoft Corporation
Street Address and/or post office box 400 East Stewart	Street Address and/or post office box One Microsoft Way
City and State / Province Las Vegas	City and State / Province Redmond, WA
Country and Postal Code NV 89109	Postal Code 98052-6399
Contact Name Jay Karvonen	Attention Select Volume Licensing, Dept. 551
Phone Number 702 229 4793	Phone Number (425) 882-8080
Fax Number	Fax Number (425) 936-7329
Internet Address Jay Karvonen [JKarvonen@ci.las-vegas.nv.us]	
	<i>All NOTICES should have Copy To:</i> Microsoft Corporation Law and Corporate Affairs One Microsoft Way Redmond, Washington USA 98052 Attention: Select Attorney

Lead Customer Sign Up Form

(The following information must be completely filled in by the Customer for Microsoft to accept this agreement)

License Confirmation Information

Microsoft Contact Information

Customer Name <i>(If different than Notices contact)</i>	Microsoft Account Manager Name Jessica Bolsvert
Street Address	Microsoft Office Location Phoenix – Southwest District
City and State / Province	Microsoft Contact Email Address <i>(if applicable)</i> Jessicab
Country and Postal Code	
Contact Name	
Phone Number	
Fax Number	
Internet Address	
If different than language of this agreement	

Microsoft will automatically ship ONE CD-ROM subscription within a Welcome Kit for each pool and language designated in the table below. Please mark each box with an "X" for the language group(s) you wish to have shipped for each pool you designated in Section 13 of the Master Agreement. If the Enrolling Customer would like to receive *additional* shipments of CD ROM subscriptions they may order this through their Large Account Reseller for a fee.

Language Groups	Application Pool	System Pool	Server Pool
Group 1: Basque, Brazilian Portuguese, Catalan, French, French-Canadian, International English, Japanese, Portuguese, Spanish, North American English	X	X	X
Group 2: Czech, Danish, Dutch, Finnish, German, Italian, Norwegian, Swedish, Arabic, East European, Greek, Hebrew, Hungarian, Polish, Russian, Turkish			
Group 3: Chinese-Simplified, Chinese-Traditional, Korean, Thai			

Welcome Kit / CD-ROM Shipment Contact *(If different than License Confirmation contact)*

Customer Name	Contact Name
Street Address	Phone Number
City and State / Province	Fax Number
Country and Postal Code	Internet Address

Existing/Prior Select Master Agreement(s): Please indicate the agreement no(s). of Customer's prior or existing Microsoft Select Master Agreement(s), if any:

Agreement No.:

(The following information should be completed by the customer)

[illegible]

Lead Customer Sign Up Form

The following sections should be completed by the Large Account Reseller

Large Account Reseller Headquarter Information

Reseller Name	En Pointe Technologies
Headquarters Street Address and/or post office box	100 N. Sepulveda Blvd. 19 th Floor
City and State / Province	El Segundo, CA
Country and Postal Code	USA 90245
Contact Name	Arlene Daniels
Phone Number	310 725-9782
Fax Number	310 725-1156
Internet Address	adaniels@enpointe.com

Large Account Reseller must place an "X" in the appropriate box below if the Enrolling Customer executing the attached Agreement is participating in the Up front Payment Option for that designated pool:

Application Pool

☐

Systems Pool

☐

Server Pool

☐

The undersigned confirms that the Large Account Reseller information is correct.

Name of Large Account Reseller:	
En Pointe Technologies	
By:	<u>Arlene Daniels</u> (signature)
Name:	<u>Arlene Daniels</u> (printed)
Title:	<u>Strategic Product Manager</u> (printed)
Date:	<u>4/22/99</u>

Master Agreement Number

01-06588

**AMENDMENT NO. 1
TO
MICROSOFT SELECT MASTER AGREEMENT**

This Amendment No. 1 to Microsoft Select Master Agreement (this "Amendment") amends that certain Microsoft Select Master Agreement (the "Master Agreement"), between City of Las Vegas (the "Lead Customer") and Microsoft Corporation (the "Lead MS Company"). All capitalized terms used but not defined in this Amendment shall have the respective meanings assigned to such terms in the Master Agreement, as amended.

I. Amendment.

1. Section 3(d)(i) of the Master Agreement, Price Levels, is hereby amended and restated to read in its entirety as follows:

(i) **Price Level.** *Except to the extent otherwise provided in an Enterprise Enrollment Agreement, Licenses ordered hereunder in any Product Pool shall be eligible for Select Level "A" pricing.*

2. Section 3(d)(ii) of the Master Agreement, Consequences of Failure to Meet Forecasts, is deleted in its entirety. The paragraph number is reserved.

3. Section 3(d)(iii) of the Master Agreement, Estimated Retail Prices, is hereby amended and restated as follows:

(iii) **Estimated Retail Prices.** Microsoft shall establish an estimated retail price for Licenses of each Select Software Product at each of the price levels available. The estimated retail prices are intended only as reference points for Enrolling Customers to use in negotiating actual prices with their Large Account Resellers. The estimated retail prices are subject to change from time to time. Changes may be in the form of promotional estimated retail pricing which is made available for a specified period of time and, at the end of the period, returns to the established estimated retail price. In no event, however, will any change be effective on less than thirty (30) days prior written notice to Large Account Resellers. The estimated retail price applicable to a License shall be the estimated retail price in the currency quoted by Microsoft for the country in which the Enrolling Customer is located. *Published estimated retail prices for Upgrade Advantage are based on a standard Select Master Agreement term of two (2) years. Because the term of this Master Agreement is longer, Enrolling Customers should expect the price they are charged by their Large Account Reseller for Upgrade Advantage to be increased correspondingly.* The estimated retail prices will not include applicable taxes, if any, such as sales or value added taxes, duties, tariffs and other similar taxes.

4. Section 11(a) of the Master Agreement, Term, is amended and restated to read in its entirety, as follows:

a. **Term.** Provided this Master Agreement has been properly executed by the Lead Customer, it shall be effective as of the date the Lead MS Company executes it (the "Effective Date") and shall expire on the last day of the *thirty-sixth (36th)* full calendar month following the Effective Date, unless otherwise terminated or extended as provided below.

5. Section 11 of the Master Agreement, Term; Termination, is amended by the addition of a new Section 11(d), which shall read in its entirety as follows:

***d. Extension Option.** At its option, as long as neither the Lead Customer nor any Lead Customer Affiliate is then in breach of any material provision of this Master Agreement or any Enrollment Agreement, the Lead Customer may extend the term described in Section 11(a) above for an additional period of twelve (12) months, beginning on the first day following the expiration date identified therein. In order to exercise the option, the Lead Customer must notify the Lead MS Company, in writing, not less than sixty (60) days prior to the expiration date of its intention to do so. Extension of the term of this Master Agreement will obligate each Enrolling Customer to pay for an additional year of Upgrade Advantage with respect to all Licenses it has previously enrolled therein.*

6. Section 12(a) of the Master Agreement, Entire Agreement, is amended and restated in its entirety to read as follows:

***a. Entire Agreement.** This Master Agreement (including the addenda hereto), together with the Product List and the Product Use Rights in effect from time to time, and any Enrollment Agreements accepted hereunder, each of which is incorporated in this Master Agreement by this reference, constitute the entire agreement between the Lead MS Company, the Enrolling MS Companies, the Lead Customer and the Enrolling Customers concerning the subject matter hereof, and merge all prior and contemporaneous communications with respect to such subject matter. The terms and conditions of these documents shall control over any provisions in any purchase order. To the extent there is any inconsistency between the terms contained in this Master Agreement and the terms contained in any Enrollment Agreement (*other than any Enterprise Enrollment Agreement entered into under this Master Agreement*), the terms hereof shall control, except to the extent (and only to the extent) that the conflicting term in the Enrollment Agreement is required under local law in order to make enforceable any attempted limitation of liability, warranty, indemnity or remedy. *To the extent there is any inconsistency between the terms contained in this Master Agreement and the terms contained in any Enterprise Enrollment Agreement, the terms of that Enterprise Enrollment Agreement shall control.* To the extent there is any inconsistency between the terms contained in this Master Agreement or an Enrollment Agreement and the terms contained in the Product List or the Product Use Rights, the terms of the Master Agreement or Enrollment Agreement shall control. Any representations, promises or conditions in connection with the Master Agreement or Enrollment Agreement not in writing signed by all affected parties shall not be binding. The provisions of this Master Agreement, other than the Product Use Rights, and any Enrollment Agreement may be changed only by a written instrument signed by both parties. The Product Use Rights may be amended by Microsoft as provided in Section 4(b) above.*

7. Section 13 of the Master Agreement, Forecast, is deleted in its entirety. The Section number is reserved.

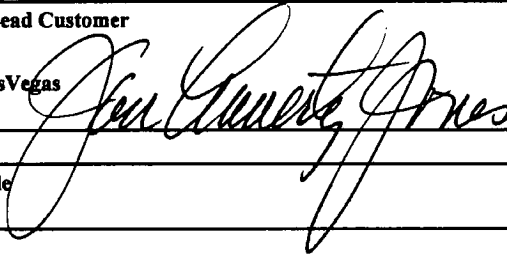
II. Effect of Amendment.

The Lead MS Company and the Lead Customer agree, on behalf of themselves and their respective affiliates, that the terms and conditions of this Amendment are confidential. Each agrees that it will not disclose such terms and conditions to any third party other than its affiliates, agents, designated or prospective Large Account Resellers and distributors of such Large Account Resellers (if any).

Except as specifically amended by this Amendment, all provisions of the Master Agreement shall remain unchanged and in full force and effect. This Amendment shall be effective as of November 1, 1998. When this Amendment is fully executed, the Lead Customer will receive a confirming copy.

Lead Customer shall execute and return two (2) copies of this Amendment to the below address on or before November 1, 1998 in order for the terms and conditions of this Amendment to apply.

Microsoft Corporation
Attn: Eileen Conover
One Microsoft Way
Redmond, WA 98052

Lead Customer:	Lead MS Company:
Name of Lead Customer	Name of Microsoft Company
City of Las Vegas	
By 	By 
Name, Title	N Wendy Knapp
Date	Contract Administrator
	Date 5/10/99

APPROVED AS TO FORM:
 4/9/99
Date

Attest:

By 

BARBARA JO RONEMUS,
SECRETARY

NOTE: THIS AGREEMENT MUST BE SUBMITTED WITH A PURCHASE ORDER OR IT WILL NOT BE EXECUTED BY THE ENROLLING MS COMPANY.

For Microsoft Internal Use Purposes

Enrollment Number

Master Agreement Expiration Date

79,636/15
4/30/02

Customer must complete the following:

Master Agreement Number

Name of Lead Customer

Customer Purchase Order Number

01-06588
City of Las Vegas
204287

**MICROSOFT SELECT
ENTERPRISE ENROLLMENT AGREEMENT**

This Microsoft Select Enterprise Enrollment Agreement (this "Enrollment Agreement") is submitted by **City of Las Vegas** (the "Enrolling Customer") in connection with the Master Agreement identified above. Unless otherwise defined, all capitalized terms shall have the meanings assigned to them in the Master Agreement.

1. **Additional Definitions.** As used in this Enrollment Agreement, the following capitalized terms shall have the meanings provided below:

"Additional Desktop License" means the item the Enrolling Customer is required to order, pursuant to Section 4(a) below, with respect to each Qualified Desktop within the Enrolling Customer's Enterprise in excess of the Qualified Desktop Count.

"All Languages Category" means (i) all of the languages in the Listed Languages Category and (ii) any of the Restricted Languages.

"Basic Enterprise Package" means the Enrolling Customer's entitlement to use Select Software Products during the term of this Enrollment Agreement as described in Section 2(a) below, and, upon the expiration of such term (but not its earlier termination), to receive the Licenses described in Section 2(b) below.

"Current Licenses" means the numbers of licenses identified in the table (the "License Table") set forth on Attachment A attached hereto and incorporated herein by reference that the Enrolling Customer estimates, in good faith, that it, together with the other Lead Customer Affiliates that comprise the Enrolling Customer's Enterprise, currently own for (i) the products comprising the Standard Desktop Configuration and (ii) operating systems that qualify for competitive upgrade licenses to the operating systems included in the Standard Desktop Configuration.

"Designated Languages" means the Enrolling Customer's choice from either the "All Languages Category" or the "Listed Languages Category" of language versions in which to use the Standard Desktop Configuration as set forth in Section III of Attachment A attached hereto and incorporated herein by reference.

"Enrolling Customer's Enterprise" means the Enrolling Customer and all Lead Customer Affiliates.

"Listed Languages Category" means any of the following localized language versions: Chinese Simplified, Chinese Traditional, Czech, Dutch, English, Greek, Hebrew, Hungarian, Korean, French-Canadian, Japanese, Spanish, Polish, Portuguese, Russian, Swedish, Turkish and Thai.

"Qualified Desktop" means any personal computer, workstation or similar device, whether Intel-based, Apple-based or otherwise, which is owned or otherwise possessed and used by and for the benefit of an entity which is included in the Enrolling Customer's Enterprise. The following systems shall be EXCLUDED from the term "Qualified Desktop", unless any of the components of the Standard Desktop Configuration have been installed on such system: (i) any Intel, Intel-compatible or non-Intel CPU-based machine that is designated as a file server and not used as a personal computer; and (ii) any system dedicated to run ONLY line-of-business software (e.g., an

accounting or bookkeeping program used by an accountant; a computer-aided design program used by an engineer or architect).

"Qualified Desktop Count" means the approximate number of Qualified Desktops within the Enrolling Customer's Enterprise as of the date this Enrollment Agreement is executed.

"Restricted Languages" means Danish, Finnish, French, German, Italian, Norwegian and Arabic, and, if this Enrollment Agreement is signed in Europe, English.

"Standard Desktop Configuration" means:

- (a) At the option of the Enrolling Customer or Lead Customer Affiliate which owns or otherwise possesses and uses the Qualified Desktop, either Microsoft Windows or Microsoft Windows NT Workstation;
- (b) Microsoft Office Professional; and
- (c) Microsoft BackOffice Client Access License ("BackOffice CAL").

2. **Basic Enterprise Package Entitlements.** Upon the Enrolling Customer's submission to its designated Large Account Reseller of a purchase order for the Basic Enterprise Package, and subject to the Enrolling Customer's obligations to submit True Up Orders and True Up Reports as described in Sections 4(a) and (b) below, the Basic Enterprise Package entitles the Enrolling Customer to the following rights and licenses:

a. **During Term.** During the term of this Enrollment Agreement, after taking into consideration the Current Licenses, the Enrolling Customer shall have the right to install or use on, or access from, each Qualified Desktop, one copy, of the latest version of each product comprising the Standard Desktop Configuration that is or becomes commercially available during the term of this Enrollment Agreement (or, in its place, some but not all of such products or any prior version thereof) in any one of the Designated Languages. If the Enrolling Customer has chosen the Listed Languages Category at Attachment A, Part III, a maximum of ten percent (10%) of the copies of any such product may also be used in any Restricted Language or in any combination of Restricted Languages. If the Enrolling Customer has chosen the All Languages Category at Attachment A, Part III, there is no restriction as to the permissible mix of languages. The rights of the Enrolling Customer to install, access or use any version of any Select Software Product pursuant to this Section 2(a) shall be subject, in all cases, to the use rights contained in the most current version of the Product Use Rights.

b. **Upon Expiration.** Upon the expiration of this Enrollment Agreement (but not upon its early termination), the Enrolling Customer shall be entitled to receive:

- (1) **New Licenses.** A License Confirmation for fully-paid, irrevocable and perpetual Licenses, in the numbers identified below, for the latest version of each product identified below that is or becomes commercially available during the term of this Enrollment Agreement:

(A) Office Professional: in number equal to the Qualified Desktop Count minus the sum of the Current Licenses for Office and Office Professional (the "Office Family Subtotal"), plus the number of Additional Desktop Licenses ordered pursuant to Section 4(a) below; and

(B) BackOffice CAL: in number equal to the greater of: (i) the Qualified Desktop Count minus the sum of the Current Licenses for BackOffice Client Access and single component Client Access (the "BackOffice CAL Subtotal") or (ii) zero, plus the number of Additional Desktop Licenses ordered pursuant to Section 4(a) below.

- (2) Upgrade Licenses for Initial Installed Base. A License Confirmation for fully-paid, irrevocable and perpetual upgrade Licenses, in the numbers identified below, for the latest version of each product identified below that is or becomes commercially available during the term of this Enrollment Agreement:

- (A) Office Professional, in number equal to the Office Family Subtotal;
 (B) Windows NT Workstation, in number equal to the sum of Current Licenses for Windows, Windows NT Workstation and operating systems that qualify for competitive upgrade licenses to Windows NT Workstation; and
 (C) BackOffice CAL, in number equal to the lesser of (i) the BackOffice CAL Subtotal, or (ii) the Qualified Desktop Count.

The Enrolling Customer understands and acknowledges that the Current Licenses form the basis of eligibility for the upgrade Licenses to be granted pursuant to this Section 2(b)(2). The Enrolling Customer agrees, therefore, that neither it nor any Lead Customer Affiliate will transfer any Current License without the prior written consent of the Enrolling MS Company. The Enrolling Customer agrees, also, that if such consent is given, the number of upgrade Licenses to be granted pursuant to this Section 2(b)(2) will be reduced correspondingly.

- (3) Upgrade Licenses for Additional Operating Systems. A License Confirmation for fully-paid, irrevocable and perpetual upgrade Licenses for the latest version of Microsoft Windows NT Workstation that is or becomes commercially available during the term of this Enrollment Agreement for each Additional Desktop License ordered pursuant to Section 4(a) below.

Unless the parties agree to some other allocation, all Licenses granted pursuant to this Section 2(b) will be allocated among the languages in the percentages provided in Section IV of Attachment A attached hereto and incorporated herein by reference.

3. Basic Enterprise Package Ordering, Reference Price and Payment Terms.

a. Basic Enterprise Package Order. Notwithstanding any terms to the contrary in the Master Agreement, the Enrolling Customer agrees to submit a purchase order to its designated Large Account Reseller for the Basic Enterprise Package upon submission of this Enrollment Agreement. If the Enrolling Customer fails to submit a purchase order upon submission of this Enrollment Agreement as required by the preceding sentence, then this Enrollment Agreement and the Master Agreement shall be void and of no effect, as if such agreements had not been entered into in the first place.

b. Reference Price for the Basic Enterprise Package.

<u>Basic Enterprise Package "reference price"</u>	<u>Annual Desktop Reference Price</u>	<u>Number of Qualified Desktops</u>
One Million Three Hundred Fifty Thousand Dollars	Three Hundred Dollars	Fifteen Hundred
\$ 1,350,000.00	\$ 300.00	1500

The "reference price" for the Basic Enterprise Package identified in the table above is based on including (or planning to include) the number of Qualified Desktops identified in said table in the Basic Enterprise Package at the reference price per Qualified Desktop per year identified in said table (the "Annual Desktop Reference Price").

The reference price of the Basic Enterprise Package has been established in reliance on the representations and warranties set forth in Sections II and IV of Attachment A attached hereto and incorporated herein by reference. Based upon the reference price, the Enrolling Customer will negotiate and agree with a Large Account Reseller of its choosing on the annual fee it will actually pay for the Basic Enterprise Package. The reference price does not include applicable taxes, if any, such as sales or value added taxes, duties, tariffs and other similar taxes.

c. **Special Payment Terms.** Notwithstanding any terms to the contrary in the Master Agreement, the Enrolling MS Company will invoice the Enrolling Customer's Large Account Reseller for the Basic Enterprise Package in equal installments, upon the Enrolling Customer's submission of the purchase order for the Basic Enterprise Package, and upon each anniversary of the Effective Date of the Master Agreement that occurs during the term of the Master Agreement. The timing of the Large Account Reseller's invoices to the Enrolling Customer with respect to the Basic Enterprise Package, as well as the dates on which the Large Account Reseller will require payment from the Enrolling Customer, will be determined by agreement of the Enrolling Customer and its Large Account Reseller.

4. True Up Orders, Reports and Pricing.

a. **True Up Orders.** Within fifteen (15) days following each anniversary of the Effective Date of the Master Agreement during the term of the Master Agreement (including any extensions or renewals thereof), and within fifteen (15) days following the expiration or earlier termination of the Master Agreement or this Enrollment Agreement, the Enrolling Customer shall complete and submit to its Large Account Reseller a purchase order, for the number of Additional Desktop Licenses which is equal to the difference between the current number of Qualified Desktops within the Enrolling Customer's Enterprise, and the sum of: (i) the number of Qualified Desktops identified in the table set forth in Section 3(b) above; and (ii) the number of Additional Desktop Licenses the Enrolling Customer has previously ordered under this Section 4(a). Each such purchase order shall specify the country of usage for each Additional Desktop License ordered.

b. **True Up Reports.** The Enrolling Customer is required to complete and submit a True Up Report at the anniversary date and within fifteen (15) days following the expiration or earlier termination of the Master Agreement or this Enrollment Agreement if no Additional Desktop Licenses are required. The Enrolling Customer shall complete, sign and submit to its Large Account Reseller a True Up Report in the form attached hereto as Attachment B, representing that there has been no increase in the number of Qualified Desktops as of such date.

c. Reference Prices for Additional Desktop Licenses.

<u>First Anniversary True Up Price</u>	<u>Second Anniversary True Up Price</u>	<u>Subsequent Anniversary True Up Price</u>
Seven Hundred Fifty Dollars	Six Hundred Dollars	Four Hundred Fifty Dollars
\$ 750.00	\$ 600.00	\$ 450 .00

The "reference prices" for each Additional Desktop License ordered or required to be ordered as part of the purchase order required to be submitted within fifteen (15) days following the first anniversary, second anniversary and any subsequent anniversary of the Effective Date of the Master Agreement are stated in the table above. The reference prices of the Additional Desktop Licenses have been established in reliance on the representations and warranties set forth in Section 12 below and Sections II and IV of Attachment A attached hereto and incorporated herein by reference. As is true of the reference price for the Basic Enterprise Package described in Section 3(b) above, the reference price for Additional Desktop Licenses is intended only as a reference point in negotiating the actual price with the Enrolling Customer's Large Account Reseller. The reference price does not include applicable taxes, if any, such as sales or value added taxes, duties, tariffs and other similar taxes.

5. Modification of Obligation to Order Licenses. Notwithstanding anything to the contrary in Section 5 of the Master Agreement, the Enrolling Customer shall not be required to include in its regular monthly orders any Licenses with respect

to Select Software Products included in the Standard Desktop Configuration which are copied or used within the Enrolling Customer's Enterprise.

6. Obligation to Submit Purchase Orders and Pay Invoiced Amounts. The Enrolling Customer shall submit all purchase orders required, and shall pay its designated Large Account Reseller all amounts invoiced with respect to the Basic Enterprise Package order described in Section 3 and each true up order described in Section 4, promptly as and when required by the terms of its agreement with its Large Account Reseller. The Enrolling Customer's failure to submit any such purchase order or to pay any such amount promptly as and when due shall be grounds, at the option of the Enrolling MS Company, for termination of this Enrollment Agreement, revocation or cancellation of all licenses and rights to which the Enrolling Customer is entitled under the Basic Enterprise Package and all Additional Desktop Licenses ordered hereunder, and, at the option of the Enrolling MS Company, termination of the Master Agreement.

7. Timing of LAR Change. The Enrolling Customer shall use reasonable efforts to cause any change of Large Account Reseller to occur and become effective as of the close of business on the last business day preceding an anniversary of the Effective Date of the Master Agreement.

8. Reporting of International Desktops. The Enrolling Customer will assist the Enrolling MS Company in determining the total number of Qualified Desktops within the Enrolling Customer's Enterprise that are located outside the country in which this Enrollment Agreement is entered into, identified by country ("International Desktops"). An initial International Desktop count must be supplied to Enrolling MS Company upon submission of this Enterprise Enrollment Agreement. This determination will be for the Enrolling MS Company's internal use only, and will not alter in any way the reference prices for the Basic Enterprise Package or Additional Desktop Licenses hereunder.

9. Public Relations. The Enrolling Customer will agree to a joint press release with the Enrolling MS Company, subject to review and approval by the Enrolling Customer's "Corporate Communications Office" (or its equivalent), wherein the Enrolling Customer will acknowledge the role of Microsoft products in its global communications and collaboration strategy.

10. Confidentiality. The terms and conditions of this Enrollment Agreement are confidential. The Enrolling Customer will not disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than its affiliates, agents, and designated or prospective Large Account Resellers who: (a) have a need to know such information in order to assist the Enrolling Customer in carrying out its duties or enjoying its rights hereunder; and (b) have been instructed by the Enrolling Customer that all such information is to be handled in strict confidence.

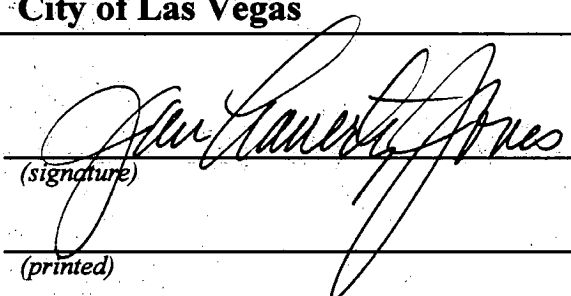
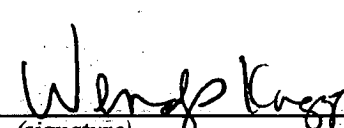
11. Special Terms If Term Extended. If the Lead Customer elects to extend the term of the Master Agreement for an additional twelve (12) months, as permitted by Section 11(d) of the Master Agreement, the Enrolling Customer agrees to submit a purchase order to its designated Large Account Reseller within fifteen (15) days following the third anniversary of the Effective Date of the Master Agreement for a one year extension of the Basic Enterprise Package and all Additional Desktop Licenses ordered hereunder. The "reference price" for that one year extension shall be the product of the Annual Desktop Reference Price (as set forth in Section 3(b) above) multiplied by the sum of: (i) the number of Qualified Desktops identified in the table set forth in Section 3(b) above; plus (ii) the total number of Additional Desktop Licenses previously ordered or required to have been ordered under Section 4(a) above prior to the third (3rd) True Up Order or Report submitted or required to have been submitted pursuant to Section 4 above. As is true of the reference prices for the Basic Enterprise Package and Additional Desktop Licenses described in Sections 3(b) and 4(c) above, the reference price for the one year extension described in this Section 11 is intended only as a reference point in negotiating the actual price with the Enrolling Customer's Large Account Reseller. The reference price does not include applicable taxes, if any, such as sales or value added taxes, duties, tariffs and other similar taxes.

12. Operating Systems on Qualified Desktops. The Enrolling Customer agrees that all new or replacement Qualified Desktops acquired during the term of this Enrollment Agreement will be licensed either for Windows 9.x or Windows NT Workstation from the equipment's Original Equipment Manufacturer.

13. Incorporation of Terms. The Enrolling Customer has read and understood the Master Agreement, including any addenda and amendments to that Master Agreement (specifically including but not limited to the current version of the

Product Use Rights), and agrees to be bound by the terms thereof, except to the extent (but only to the extent) that such terms conflict with the express terms of this Enrollment Agreement.

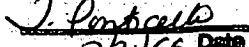
This Enrollment Agreement shall not be effective until accepted in writing by the Enrolling MS Company.

Name of Enrolling Customer (Entity Name): City of Las Vegas	Name of Enrolling MS Company:
By:  (signature)	By:  (signature)
Name: _____ (printed)	Name: Wendy Knapp
Title: _____ (printed)	Title: Contract Administrator
Date: _____	Date: 5/18/99 (printed)

The Enrollment Agreement and attached documents should be sent to the following address for approval and processing:

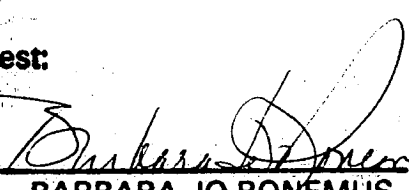
Attachments A and B: License Table and True Up Report Form

APPROVED AS TO FORM:


3/31/99 Date

Attest:

By


**BARBARA JO RONEMUS,
SECRETARY**

ATTACHMENT A

I. License Table

Please complete the following information based on the existing license information for the Enrolling Customer:

1. Enter the total number of Qualified Desktops (from Section II below):	<u>1,500</u>
--	--------------

Office Family Information:

2. Enter the total number of existing Office Licenses (Windows & Macintosh Platforms)	<u>0</u>
3. Enter the total number of existing Office Professional Licenses (Windows & Macintosh Platforms)	<u>881</u>
4. Add Lines 2 & 3. This is the total number of existing Office Family Licenses owned by the Enrolling Customer.	<u>881</u>
5. Subtract Line 4 from Line 1. This number will be added to the total number of Additional Desktop Licenses ordered pursuant to Section 4(a). This is the total number of NEW Office Pro Licenses that will be granted to the Enrolling Customer at the end of the Enterprise Agreement.	<u>619</u>
6. Enter the amount from Line 4. This is the total number of Office Pro UPGRADE Licenses the Enrolling Customer will receive at the end of the Enterprise Agreement.	<u>881</u>

Operating System Information

7. Enter the total number of existing Windows NT Workstation licenses	<u>1000</u>
8. Enter the total number of existing Windows 3.x/9x licenses	<u>500</u>
9. Enter the total number of existing Apple Macintosh licenses	<u>0</u>
10. Enter the total number of existing IBM OS/2 licenses	<u>0</u>
11. Add the sum of Lines 7, 8, 9, and 10 to total number of Additional Desktop Licenses ordered pursuant to Section 4(a). This is the total number of Windows NT Workstation UPGRADE licenses the Enrolling Customer will receive at the end of the Enterprise Agreement. Note: Per the terms of the Enterprise Enrollment, the sum of Lines 7, 8, 9 and 10 must equal the quantity from Line 1.	<u>1500</u>

BackOffice Client Access License (CAL) Information

12. Enter the total number of existing BackOffice CALs	<u>1,100</u>
13. Enter the total number of existing SQL Servers CALs	<u>0</u>
14. Enter the total number of existing Windows NT Server CALs	<u>0</u>
15. Enter the total number of existing Exchange CALs	<u>0</u>
16. Enter the total number of existing SMS CALs	<u>0</u>
17. Enter the total number of existing SNA CALs	<u>0</u>
18. Add Lines 12 - 17.	<u>1,100</u>
19. Subtract Line 18 from Line 1. This number will be added to the total number of Additional Desktop Licenses ordered pursuant to Section 4(a). Note: If Line 18 is larger than Line 1, enter the total number of Additional Desktops ordered pursuant to Section 4(a). This is the total number of NEW BackOffice Client Access Licenses the Enrolling Customer will receive at the end of the Enterprise Agreement.	<u>400</u>
20. Enter the number from Line 18. If Line 18 is greater than Line 1, enter the quantity from Line 1. This is the total number of BackOffice Client Access UPGRADE licenses the Enrolling Customer will receive at the end of the Enterprise Agreement.	<u>1500</u>

II. Size of Enterprise.

The Enrolling Customer represents that the Qualified Desktop Count is Fifteen Hundred (1500).

III. Designated Languages.

The Enrolling Customer will use the Standard Desktop Configuration software in the language category specified below. Please mark the box with an "X" for the Language Category chosen.

☒

Listed Languages

☐

All Languages

IV. Language Allocation.

The Enrolling Customer estimates, in good faith, that it will use the Standard Desktop Configuration software in the Designated Languages in the percentages specified below:

Language Versions
English

Percentages
100%

ATTACHMENT B

MASTER AGREEMENT # _____
ENROLLMENT # _____
LEAD CUSTOMER NAME _____ City of Las Vegas _____
BASIC ENTERPRISE PACKAGE BILLING DATE _____

True Up Report

Initial True Up Report

Current Total Number of Qualified Desktops: _____ 1500 _____ (A)

Total Number of Qualified Desktops in the Basic Enterprise
Package (see figure 3(b) in the Enrollment Agreement): _____ 1500 _____ (B)

Total Number of Additional Desktop Licenses required: _____ 0 _____ (A-B)

Subsequent True Up Reports

Current Total Number of Qualified Desktops: _____ 1500 _____ (X)

The Largest Total Number of Qualified Desktops Shown on
Any Prior True Up Report, or the Number of Qualified
Desktops Identified in Section 3(b), Whichever Is Greater: _____ (Y)

Total Number of Additional Desktop Licenses required: _____ (X-Y)

A True Up Report must be submitted ONLY if the Additional Desktop Licenses are equal to zero per section 4(b) of the Enrollment Agreement. If there are any Additional Desktop Licenses to report, please submit a Purchase Order to your Large Account Reseller. No credit will be provided for decreases in the number of Qualified Desktops.

I agree that the above is a true and accurate reporting in compliance with the above referenced Master Agreement and all Enrollment Agreements and Amendments thereto.

Report Completed by:

Name of Enrolling Customer

Authorized signature

Name (please print)

Title

Date

Submit an original to: Your Large Account Reseller

Notices required or permitted under the Master Agreement should be addressed to the contact and locations outlined below. If the information below changes during the term of the Enrollment Agreement, each party will notify the other party in writing:

Customer Information**Microsoft Information**

Enrolling Customer Name City of Las Vegas	
Street Address and/or post office box 400 East Stewart	
City and State / Province Las Vegas	
Country and Postal Code NV 89109	
Contact Name Jay Karvonen	
Phone Number 702 229 4793	
Fax Number	
Internet Address	
	<i>All NOTICES should have Copy To:</i> Microsoft Corporation Law and Corporate Affairs One Microsoft Way Redmond, Washington USA 98052 Attention: Select Attorney

Enrolling Customer Sign Up Form

(The following information must be completely filled in by the Customer for Microsoft to accept this agreement)

License Confirmation Information

Microsoft Contact Information

Customer Name <i>(If different than Notices contact)</i>	Microsoft Account Manager Name Jessica Boisvert
Street Address	Microsoft Subsidiary Location Phoenix – Southwest District
City and State / Province	Microsoft Contact Email Address <i>(if applicable)</i> Jessicab@microsoft.com
Country and Postal Code	
Contact Name	
Phone Number	
Fax Number	
Internet Address	
If different than language of this agreement	

Microsoft will automatically ship one CD-ROM subscription within a Welcome Kit for each pool and language designated in the table below. Please mark each box with an "X" for the language group(s) you wish to have shipped for each pool designated in Section 13 of the Master Agreement. If the Enrolling Customer would like to receive *additional* shipments of CD ROM subscriptions they may order this through their Large Account Reseller for a fee.

<i>Language Groups</i>	<i>Application Pool</i>	<i>System Pool</i>	<i>Server Pool</i>
Group 1: Basque, Brazilian Portuguese, Catalan, French, French-Canadian, International English, Japanese, Portuguese, Spanish, North American English	X	X	X
Group 2: Czech, Danish, Dutch, Finnish, German, Italian, Norwegian, Swedish, Arabic, East European, Greek, Hebrew, Hungarian, Polish, Russian, Turkish			
Group 3: Chinese-Simplified, Chinese-Traditional, Korean, Thai			

Welcome Kit / CD-ROM Shipment Contact *(If different than License Confirmation contact)*

Customer Name	Contact Name
Street Address	Phone Number
City and State / Province	Fax Number
Country and Postal Code	Internet Address

(The following information should be completed by the customer)

[illegible]

Enrolling Customer Sign Up Form

The following sections should be completed by the Large Account Reseller

Large Account Reseller Headquarter Information	Large Account Distributor Information (if applicable)
Reseller Name: <u>En Pointe Technologies</u>	Distributor Name
Headquarters Street Address and/or post office box <u>100 N. Sepulveda Blvd. 19th Floor</u>	Headquarters Street Address and/or post office box
City and State / Province <u>El Segundo, CA</u>	City and State / Province
Country and Postal Code <u>USA 90245</u>	Country and Postal Code
Contact Name <u>Arlene Daniels</u>	Contact Name
Phone Number <u>310 725-9782</u>	Phone Number
Fax Number <u>310 725-1156</u>	Fax Number
Internet Address <u>adaniels@enpointe.com</u>	Internet Address

The undersigned confirms that the Large Account Reseller and Large Account Distributor information is correct.

Name of Large Account Reseller: <u>En Pointe Technologies</u>	Name of Large Account Distributor (if appropriate):
By: <u>Arlene Daniels</u> (signature)	By: _____ (signature)
Name: <u>Arlene Daniels</u> (printed)	Name: _____ (printed)
Title: <u>Strategic Product Manager</u> (printed)	Title: _____ (printed)
Date: <u>4/22/99</u>	Date: _____

Direct Partner Purchase Order

(Must be provided before agreement will be processed)

Microsoft Enterprise Agreement Price Sheet

(For customers with 500-4,999 PCs ONLY)

General Information:

Master Agreement Number(to be completed by MS)	
Enrollment Agreement Number(to be completed by MS)	
Enrollment Customer Name	City of Las Vegas.
Direct Partner Name	
Reseller Street Address	
City and State/Province	
Country and Postal Code (if applicable)	
Direct Customer Number	
Phone Number	
Fax Number	
Internet Address	

Enterprise Details:Total number of qualified desktops in the customer's Enterprise: 1500 desktops

(Must match section 3B of the Agreement and price level chosen below)

Customer's pricing level (circle one):

Level A	500 – 999 desktops
Level B	1,000 – 4,999 desktops

NOTE: Billing currency is the currency in which the reference price is expressed.

Customer's designated language(mark box with "X" for the language category chosen-must match Attachment A, Section III)

X

Listed Languages

--

All Languages

Usage Country Information:

Please list each country the software will be deployed by the enrolling customer and the total quantity. Total of all usage country quantities must match the total number of desktops in the Enterprise as defined above:

Usage Country	Quantity	Usage Country	Quantity

Signature acknowledges the above desktop count, pricing and usage country information is accurate and has been reviewed and agreed to with the Enrolling Customer.

Direct Partner Signature

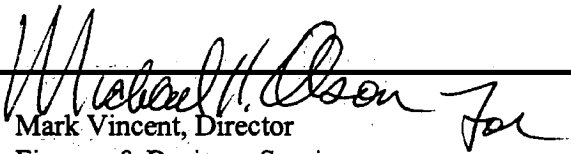
Signature

Name(Please Print)

Title

CITY COUNCILMEETING OF
April 12, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:
Mark Vincent, Director
Finance & Business Services**SUBJECT: APPROVAL OF INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND
UNIVERSITY MEDICAL CENTER FOR PARAMEDIC TRAINING AND RE-CERTIFICATION****PURPOSE/BACKGROUND**

This requirement will provide for the training and re-certification of Paramedics assigned to the City's Fire Department. An Interlocal Agreement has been negotiated between the City of Las Vegas and University Medical Center to ensure that the Paramedics receive training in accordance with Nevada Revised Statutes. Period of the agreement is from date of award through June 30, 2001.

This requirement is exempt from competitive bidding pursuant to NRS 332.115 1.(b), Professional Services.

The initiating department is Fire Services.

FISCAL IMPACT

Funds are available in the Fire Suppression General Fund.

RECOMMENDATIONS

Staff recommends that the City Council approve the Interlocal Agreement for Paramedic training and re-certification, to University Medical Center, from date of award through June 30, 2001, in the estimated annual amount of \$50,000.

PREPARED BY

Lloyd E. Davis

AGENDA ITEM

INTERLOCAL AGREEMENT FOR PARAMEDIC TRAINING

THIS AGREEMENT, made and entered into this 6th day of April, 1999, by and between the City of Las Vegas, through its Fire Department (hereinafter "Fire Department"), and the UNIVERSITY MEDICAL CENTER (hereinafter "UMC").

WITNESSETH:

WHEREAS, the Fire Department desires to have some of its employees receive training for certification as paramedics; and

WHEREAS, UMC has the qualifications, expertise and resources available to provide such training; and

WHEREAS, Nevada Revised Statutes Chapter 277 provides that two or more public agencies may enter into an interlocal agreement for the performance of a governmental purpose;

NOW THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES

A. Subject to availability of funds for its Paramedic Training Program, UMC will provide the faculty, training materials and facilities to train Fire Department employees as paramedics in a program sufficient to meet state and local requirements for certification in that field. Each class will be taught by instructors qualified to provide such training. UMC agrees to provide the Fire Department, upon request, with progress reports and final performance reports on any Fire Department employee participating in the paramedic program.

- B. Both parties shall maintain the educational standards as required by the appropriate program accrediting the parties hereto.
- C. The instruction/clinical period of each group shall be planned by the parties hereto. The Fire Department agrees to give UMC's Director of Emergency Department/Trauma Services a minimum of thirty (30) days written notice prior to sending personnel for clinical experience to UMC.
- D. The Fire Department will select employees to participate in the UMC paramedic program and will notify UMC of the names of the individuals selected. As used in this Agreement, "Fire Department employees" means only those individuals employed by the Fire Department who are chosen by the administration of the Fire Department to participate in the UMC paramedic program. The Fire Department shall secure releases for all participating employees which will allow UMC to release to the Fire Department their progress reports and final performance reports. At all times while this Agreement is in effect, such individuals shall remain the employees of the Fire Department for all purposes.
- E. The number of personnel assigned to UMC shall be determined by UMC's Paramedic Coordinator hereto after consideration of the facilities, and number and variety of cases available.

Fire Department agrees to:

1. Ensure that its personnel will be informed of and comply with all applicable rules, regulations and professional ethical standards of UMC as specified by UMC.
2. Prepare all instructional/clinical schedules, subject to the approval of UMC's Director of Emergency Department/Trauma Service.

3. Furnish UMC's Director of Emergency Director/Trauma Services with required student records.
4. Maintain on file proof of state registration, current licensure and/or certification of all personnel.
5. Take appropriate action to remove personnel from the training program if in the judgment of both the Fire Department and UMC personnel's services are detrimental to the patients of UMC.
6. The Fire Department assures that all personnel are covered by health and liability (malpractice) insurance. The Fire Department shall provide a certificate of self-insurance.
7. To provide worker's compensation insurance for personnel in the program, if applicable.
8. Be responsible for any costs in the event of personnel's need to obtain a Hepatitis B vaccination.
9. Indemnify and hold harmless, to the extent limited in Chapter 41 of the Nevada Revised Statutes, UMC its officers, agents, employees, and representatives from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of the Fire Department, its employees, representatives, successors, or assigns. The Fire Department shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action.
10. The Fire Department shall ensure that student has received a recent physical exam and TB test and is "cleared" for participation in the program.
11. The Fire Department will notify each student that he/she is responsible as follows:
 - a. For following the administrative policies, standards, and practices of UMC in effect when the student is at UMC
 - b. For conforming to the standards and practices established by The Fire Department while training at UMC.
 - c. For keeping in confidence any and all privileged information concerning all patients and patient records.
 - d. For providing the necessary and appropriate uniforms and supplies required but not provided by UMC.

- e. For obtaining a physical examination and TB test. Results of both will be provided to The Fire Department and shared with UMC.

UMC agrees to:

1. Arrange for the instruction and supervision of personnel at UMC and assume final responsibility for the educational programs at UMC.
2. Furnish clinical facilities and opportunities for the clinical experiences required for the programs subject to budgetary appropriation. Said opportunities and experiences are described in Attachment A entitled Paramedic Rider, Clinical Training Experience for Paramedic Personnel attached to this agreement and incorporated herein by reference.
3. Advise the Fire Department of anticipated changes in institutional policies and procedures that affect personnel's program(s), within a reasonable time prior to such time the changes take effect.
4. Make available institutional staff as resource persons in accordance with a planned schedule approved by UMC.
5. Terminate any service provided by the student to the patient when in the judgment of UMC personnel the activities of the student are detrimental to the patient. In the event that immediate removal of a student from an assigned area is deemed necessary by UMC personnel in charge of that area, such action may be undertaken by UMC followed by immediate notification to the Fire Department.
6. Indemnify and hold harmless, to the extent limited in Chapter 41 of the Nevada Revised Statutes, UMC its officers, agents, employees, and representatives from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of the Fire Department, its employees, representatives, successors, or assigns. The Fire Department shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action.

2. COMPENSATION FOR SERVICES

The Fire Department shall pay to UMC the sum of \$3,500.00 for each Fire Department employee receiving training. Payment shall be made by the Fire Department to UMC within thirty days after receipt of invoice. Invoices for training shall not be billed until Fire Department employees have begun the invoiced training.

3. TERM OF AGREEMENT

This Agreement shall commence on the date first written above and shall continue in force and effect through June 30, 2001, including three one-year renewal options exercised at the Fire Department's discretion, unless earlier terminated by either party to this Agreement upon ninety (90) days written notice to the other party hereto. Such termination shall not effect any paramedic training then in progress, and for which monetary costs the Fire Department will remain liable to UMC.

4. LIMITATION ON LIABILITY

The parties hereto expressly acknowledge that by entering into this Agreement neither party hereto intends to benefit any person who is not named a party to this Agreement, to assume any special duty, to provide for the safety of any person or to assume any other duty beyond that imposed by general law.

5. NOTICES

Any notice, invoice, payment or delivery required under this Agreement must be submitted in writing and sent U.S. Mail, postage prepaid, or by hand delivery, and directed to the appropriate party as follows:

UMC:

Director
Contract Management
University Medical Center
2800 West Charleston Blvd.
Las Vegas, NV 89102

Fire Department:

Fire Chief
500 N. Casino Center Blvd.
Las Vegas, NV 89101

6. THIRD PARTY LIABILITY/INTERESTS

UMC AND/OR the Fire Department, including any of their respective agents or employees shall not be liable to third parties by any act or omission of the other party. This Agreement is not intended to create any rights, powers or interest in any third party; and, this Agreement is entered into for the exclusive benefit of the undersigned parties.

7. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

8. WAIVER OF BREACH/SEVERABILITY

Any waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction or the Nevada Department of Human Resources, or is found to be in violation of State Statutes and/or regulations, this Agreement and parts hereof will be immediately (or retroactively) void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

9. FUND OUT CLAUSE

This Agreement shall terminate and the Fire Department's obligations under it shall be extinguished at the end of any of UMC's fiscal years in which UMC's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement.

10. BUDGET ACT

In accordance with NRS 354.626, the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by UMC or the Fire Department, unless otherwise properly approved, for the then current fiscal year under the Local Government Budget Act.

11. DISCRIMINATION

The parties shall not discriminate against any person on the basis of race, color, sex, national origin, disability, age, religion, handicapping condition (including AIDS or AIDS related conditions), or any other class protected by Federal Law or Regulation.

12. ENTIRE AGREEMENT

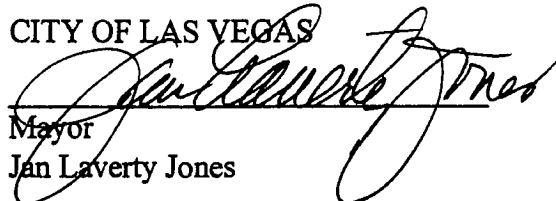
This agreement constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the authorized representatives of each party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend it to be effective on the date and year first written above.

Attest:

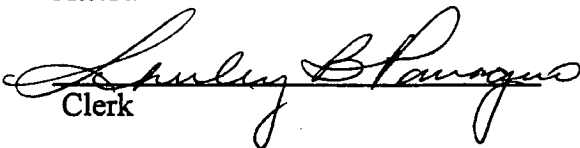

City Clerk

CITY OF LAS VEGAS

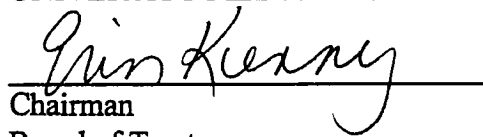

Mayor

Jan Lavery Jones

Attest:

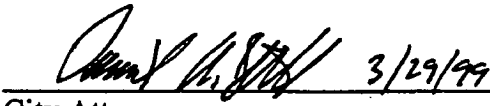

Clerk

UNIVERSITY MEDICAL CENTER


Chairman

Board of Trustees

Approved as to form:


City Attorney

3/29/99

**ATTACHMENT A
PARAMEDIC RIDER
CLINICAL TRAINING EXPERIENCE FOR PARAMEDIC PERSONNEL**

Pursuant to Nevada Revised Statute 450B.195, only a certified emergency medical technician who is a licensed attendant or a fireman with experience as established by the board is eligible for training as an advanced emergency medical technician. Further, a person shall not represent himself to be an advanced emergency medical technician unless he has on file with the health authority a currently valid certificate evidencing his successful completion of the program of training as required.

If directed by a Physician or Nurse Intermediary a Paramedic may:

1. Peripherally administer intravenous crystalloid solutions;
2. Perform intraosseous infusion;
3. Perform endotracheal or esophageal intubation;
4. Perform defibrillation and cardioversion;
5. Perform needle cricothyroidotomy;
6. Perform needle thoracentesis;
7. Perform phlebotomy or draw blood specimens for analysis, except that drawing blood specimens for non-medical purposes is hereby prohibited;
8. Administer drugs listed on the Health District Paramedic Drug Inventory.

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 27

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

56

**DEPARTMENT OF HUMAN RESOURCES -
CONSENT**REPORT OF NEW HIRES
MARCH 1, - MARCH 15, 1999

POSITIONS	DEPARTMENT	MONTHLY RANGE
<u>GENERAL FUND</u>		
Inspector (X)	Building & Safety	\$3,374-4,748

Deputy City Marshal(ER)	Detention & Enforcement	\$2,884-4,195
-------------------------	-------------------------	---------------

Public Safety Technician	Detention & Enforcement	\$2,709-3,812
--------------------------	-------------------------	---------------

Purchasing & Contracts Manager	Finance & Business Services	\$4,404-7,341
--------------------------------	-----------------------------	---------------

Office Specialist II	Finance & Business Services	\$2,229-3,136
----------------------	-----------------------------	---------------

Sr. Engineering Associate	Public Works	\$3,906-5,497
---------------------------	--------------	---------------

INTERNAL SERVICE FUND

Communications Specialist	Fire Services	\$2,714-4,012
---------------------------	---------------	---------------

SPECIAL REVENUE FUND

Development Project Officer (X)	Neighborhood Services	\$3,136-4,413
---------------------------------	-----------------------	---------------

ADAMSEN - Motion to APPROVE:

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried **UNANIMOUSLY** with JONES excused

Items 40, 43 & 93:

STRICKEN under separate action
(see individual items)

Items 50 & 54:

APPROVED under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

CITY COUNCIL

MEETING OF

APRIL 12, 1999

City of Las Vegas

AGENDA & MINUTES

Page 28

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

NEIGHBORHOOD SERVICES - CONSENT

57

Approval of loan documents for a \$35,000 Community Development Block Grant Revolving Loan Fund Loan to Karen Edwards dba Caren's Cakes, Bakery and Deli, 1136 S. Decatur Boulevard

ADAMSEN - Motion to APPROVE:

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried **UNANIMOUSLY** with JONES excused

Items 40, 43 & 93:

STRICKEN under separate action
(see individual items)

Items 50 & 54:

APPROVED under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

58

Approval of a Community Development Block Grant (CDBG) funded Housing Rehabilitation Loan change order in the amount of \$6,027.95, for Michael and Linda Buckles, owners, 1004 W. Washington Avenue

APPROVED - see above

CITY COUNCIL**MEETING OF****AGENDA DOCUMENTATION****April 12, 1999****TO:****City Council****FROM:**Sharon Segerblom, Director
Neighborhood Services Department**SUBJECT:** Approval of loan documents for a \$35,000 Community Development Block Grant Revolving Loan Fund Loan to Karen Edwards dba Caren's Cakes, Bakery and Deli, 1136 S. Decatur Boulevard**PURPOSE/BACKGROUND**

This loan was approved by the Loan Review Committee for the Community Development Block Grant Revolving Loan Fund on March 26, 1999.

Borrower had previously been granted a \$65,000 loan for equipment, advertising and leasehold improvements.

The new funding has been made available to enable borrower to repay the cost of the remaining leasehold improvements.

The funds will be paid to her at the rate of \$2,916.66 per month over a 12 month period which will coincide with her agreement with the property owner who advanced these improvements for Karen Edward's account.

The business is presently up and running.

FISCAL IMPACT

The Community Development Block Grant Revolving Loan Fund will be reduced by \$35,000.

RECOMMENDATIONS

The City Manager recommends approval of the loan documents and authorization for the Mayor to sign the appropriate documents.

Agenda Item**57**

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement" herein) made and entered into this 12th day of April, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City") and Karen Edwards dba Caren's Cakes, Bakery and Deli, a Nevada sole 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 \$35,000.00 from the CDBG-RLF, which is to be used for leasehold improvements for Caren's Cakes, Bakery and Deli located at 1136 S. Decatur, Las Vegas, NV. 89102, ("Borrowers' business");

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 entering into binding agreements with the City, the City will loan to the Borrowers, from the Loan Fund, the amount of Thirty Five Thousand and No/100th Dollars (\$35,000), including a Three Hundred Fifty and No/100th Dollars (\$350) loan origination fee, which shall be expended by the Borrowers as follows:

- | | |
|--------------------------|----------|
| • Leasehold Improvements | \$34,650 |
| • Loan Origination Fee | \$350 |

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 (hereinafter the "Loan") the Borrower will provide to the City a Security Agreement and UCC1 financing statement in the collateral that is specified in Exhibit "A" attached hereto and by this reference made a part hereof ("Collateral"). The form of the Security Agreement and UCC1 are attached hereto as Exhibit "B". Borrower agrees to execute security agreements, financing statement, and other necessary documents to perfect the City's interest in the Collateral. The Borrower agrees that, unless the City's written consent therefor is first obtained, they 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 Promissory Note ("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 Ninety Six (96) equal monthly installments in the amount of Four Hundred Fifty Nine and 95/100ths Dollars (\$459.95) including interest on the unpaid balance thereof at the rate of six percent (6%) per annum from the date of the execution of the Note. In this connection, the Borrower acknowledges that, upon the execution of this Agreement, the City will set aside the full amount of the Loan for the benefit of the Borrower, and the Borrower therefore agrees that interest will accrue from the date of the execution of this Agreement and notwithstanding the fact that the proceeds of the Loan are not expended by, or on behalf of, the Borrowers until some later date.

4. The Borrower agrees that, beginning at the time of execution of this Agreement and continuing for a period of thirty-six (36) months thereafter, Borrowers will not pay to the principals of the Borrower, their successors and any managers of the business, combined salaries or compensation in excess of \$40,000.00 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 Four Hundred Fifty Nine and 95/100th Dollars (\$459.95) 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 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 Loan Fund. In this connection, the Borrower further acknowledges that one of the guidelines that is contained in 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 One (1) new permanent job, which shall be filled by a person of low to moderate income, determined in accordance with the regulations of HUD. The Borrower further agrees to provide the City evidence of the creation and maintenance of such job upon the City's request.

7. Relocation - No loans will be granted to businesses located outside the City of Las Vegas. If Borrower moves Borrowers' 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 - Borrowers 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 five 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 become 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 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 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 such subsequent breach.

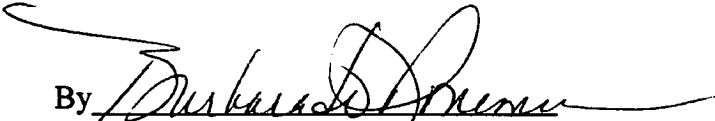
14. This Agreement, and each of the provisions hereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns.

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.

COUNCIL APPROVAL DATE

4-12-99

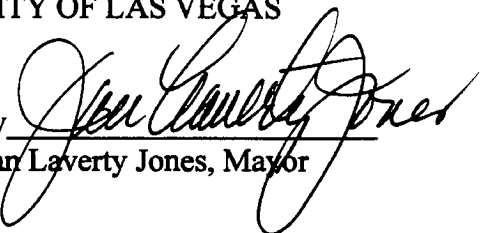
ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM

J. Pankiewicz 2/4/99
By

CITY OF LAS VEGAS

By 
Jan Lavery Jones, Mayor

BORROWER


KAREN EDWARDS, OWNER

“Exhibit A”

1.Furniture, fixtures and equipment used by Borrower in Borrower's business presently located at 1136 S. Decatur Blv'd., Las Vegas, NV 89102

“Exhibit B”

1. UCC 1 financing statement on furniture, fixtures and equipment.

EXHIBIT "B"**SECURITY AGREEMENT**

THIS SECURITY AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 1999, between KAREN EDWARDS dba CAREN'S CAKES, BAKERY AND DELI, a Nevada sole 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 THIRTY-FIVE THOUSAND AND NO/100ths DOLLARS (\$35,000.00) 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 furniture, fixtures and 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: 1136 S. Decatur Boulevard
Las Vegas, Nevada 89102

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

...

...

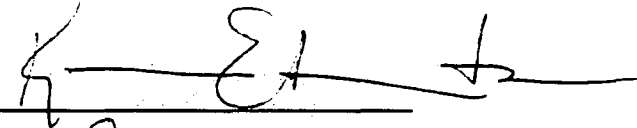
...

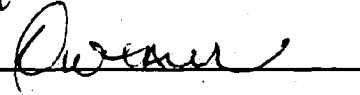
breach of any provision of this Security Agreement, Borrower agrees to pay City reasonable attorney's fees and all costs associated with the prosecution of City's suit against Borrower.

IN WITNESS WHEREOF, the parties have executed this Security Agreement at Las Vegas, Nevada, the day and year first above written.

"BORROWER"

KAREN EDWARDS dba CAREN'S
CAKES, BAKERY AND DELI
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

\$35,000

Las Vegas, NV
____, 1999

FOR VALUE RECEIVED, the undersigned, Karen Edwards dba Caren's Cakes, Bakery and Deli, the principal address of which is 1136 S. Decatur Blvd., Las Vegas, Nevada 89102 (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 Thirty Five Thousand and 00/100th Dollars (\$35,000) with interest thereon from the date hereof at the rate of Six percent (6%) per annum, in Ninety Six (96) equal monthly installments in the amount of Four Hundred Fifty Nine and 95/100ths Dollars (\$459.95) commencing on the 15th day of May, 1999 and continuing thereafter, on the same day of each and every month, until the 15th day of April, 2007 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.

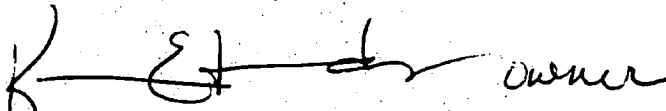
The Borrower has executed a Loan Agreement of even date herewith between the City and the Borrower, ("Loan Agreement"), and the terms of the Loan Agreement hereby incorporated as a part of this Note. Borrower agrees that all terms and obligations of the Borrower in the Loan Agreement are hereby incorporated 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 Borrowers' obligations hereunder.

The Borrower hereby expressly waive 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 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 __ day of _____, 1999.

KAREN EDWARDS, OWNER

A handwritten signature in cursive script, appearing to read "Karen Edwards", followed by the word "owner" written in a similar cursive style.

Karen's Cakes, Bakery and Deli
1136 S. Decatur Blvd.,
Las Vegas, NV. 89102

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is made and entered into this 12th day of April, 1999, between KAREN EDWARDS dba CAREN'S CAKES, BAKERY AND DELI, a Nevada sole 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 THIRTY-FIVE THOUSAND AND NO/100ths DOLLARS (\$35,000.00) 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 furniture, fixtures and 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: 1136 S. Decatur Boulevard
Las Vegas, Nevada 89102

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

...

...

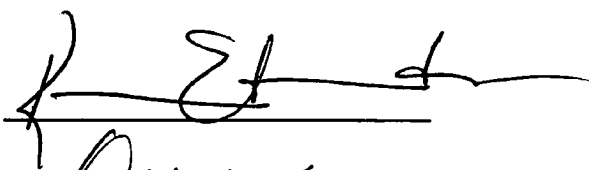
...

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"

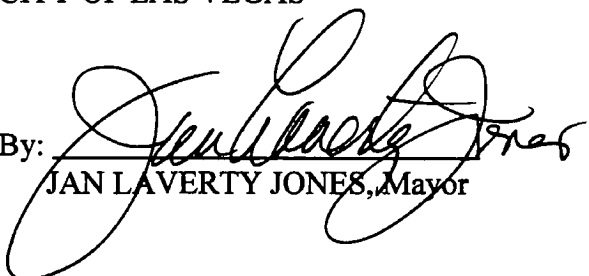
KAREN EDWARDS dba CAREN'S
CAKES, BAKERY AND DELI
a Nevada sole proprietorship

By: 

Its: Owner

"CITY"

CITY OF LAS VEGAS

By: 

JAN LAVERTY JONES, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Pineda 2/4/99
Date

MEETING OF

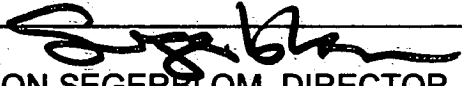
AGENDA DOCUMENTATION

April 12, 1999

TO:

City Council

FROM:


SHARON SEGERBLOM, DIRECTOR
NEIGHBORHOOD SERVICES DEPARTMENT

SUBJECT:

Approval of a Community Development Block Grant(CDBG) funded Housing Rehabilitation loan change order in the amount of \$6,027.95, for Michael and Linda Buckles, owners, 1004 W. Washington Avenue

PURPOSE/BACKGROUND

City Council, on January 11, 1999, approved the allocation of \$25,595.55 of CDBG funds for a Deferred Housing Rehabilitation loan for Michael and Linda Buckles, 1004 W. Washington. The funding allocation included \$23,308.05 for the work contract and a \$2,308.05 work contract contingency.

During the course of the rehabilitation work it was discovered new bathroom water lines have to be installed, a new electric service and subpanel is required, the foundation slab needs repair, new bedroom windows and roof sheathing need to be installed, and drywall installed in the bedrooms to complete the project. The total amount of funds required to complete these activities totals \$8,336.00. As the \$2,308.05 of contingency funds will not be sufficient to cover these costs, an additional \$6,027.95 of CDBG funds is being requested for project completion.

FISCAL IMPACT

Allocation of \$6,027.95 of CDBG funds.

RECOMMENDATIONS

It is the recommendation of the City Manager that the City Council approve this funding request and that the Mayor execute the Change Order relating to this subject.

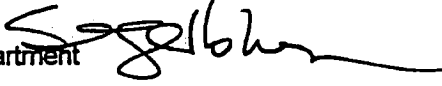
Agenda Item

58

Memorandum

City of Las Vegas Neighborhood Services Department

To: Steve Houchens, Deputy City Manager

From: Sharon Segerblom, Director 
Neighborhood Services Department

CC: Faye Trend
Marty Toledo
Erik King

Date: March 26, 1999

Re: Advanced Warrant payment to Rawhide Construction

On January 11, 1999, City Council approved the allocation of \$25,595.55 of Community Development Block Grant (CDBG) funds for a Deferred housing Rehabilitation loan for a house located at 1004 W. Washington, owned by Michael and Linda Buckles. The original work contract was for \$23,308.05 with a 10% contract contingency amount of \$2,308.05.

During the course of the rehabilitation activity it was discovered that the plumbing to the bathroom needed to be changed due to corroded water lines. The new lines could be installed through the attic while the roof was exposed during the new roof sheathing installation. The new electric service and subpanel required an upgrade and had to be completed while Nevada Power had scheduled the power to be turned off. Foundation slab repair in the living room was required to bring the existing slab to grade because of subsidence. This aspect of the project was addressed while pouring concrete to shore up the foundation footing. All of these activities were performed while portions of the structure were torn apart for accessibility. As the Buckles family was living in the house during construction, the contractor needed immediate authorization to complete the work while the roof and foundation was exposed. This situation was deemed an emergency as defined by NRS, as waiting for the 3-4 week City Council cycle could have lead to the impairment of the health, safety, or welfare of the Buckles family if not immediately attended to.

Scott McGhie, the owner of Rawhide Construction, paid out of pocket the \$8,336.00 for all of the extra work required. Being a small contractor, this outlay of cash is causing a financial burden for Mr. McGhie and his company. As the \$2,308.05 contingency has been used, an additional \$6,027.95 is being requested to cover the change order costs and be paid to Rawhide Construction immediately.

City Council approved \$275,000 on February 23, 1998, to be used for housing rehabilitation. This project is one of the projects as part of the overall rehabilitation program.

A consent agenda item for the April 12, 1999, Council agenda has been prepared in order to meet the requirements that any project over \$25,000 and subsequent change orders receive Council approval.

CITY OF LAS VEGAS

REQUEST FOR ADVANCE WARRANT

Please issue warrant to: Construction Control, Inc.

Name

1330 E. Karen

Address

Las Vegas, NV 89109

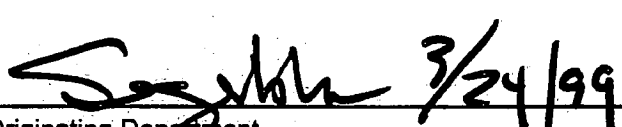
City, State, Zip Code

In the amount of: \$6,027.95

Reason for Advance payment: See attached memo

Date warrant to be issued: Tuesday, March 23, 1999

Disposition of completed warrant: Hold for pickup by NSD staff

Approvals:  3/24/99

Originating Department

Budget

City Manager

Warrant Number

PR No. 32961 (supplement to PO 203297)

PO No: per P&C, supplement not in system

Line No.	Fund/Org	Account	Task	Option	Activity/WA	Amount
	27185	991090			WF0285	6,027.95
Check amount:						6,027.95

CHANGE ORDER #1
TO CONTRACT DATED 1/14/99
BETWEEN Michael Buckles and Linda Buckles
AND Rawhide Construction

Remove and replace approximately 400 lineal feet of 1"x 6" skip sheathing due to weater rot @
\$1.00/lf=\$400.00

19 additional sheets of 4" x 8" plywood sheathing @ \$35.00/sheet=\$665.00

Remove old fused/meter electrical panel and replace with a new 200 amp electric service panel
plus material to connect the sub panel=\$2,300.00

Remove water damaged paneling from bedrooms #'s 1 & 2. Fir out walls and install new
drywall. Tape and texture new walls=\$600.00

Install two ceiling lights in the hallway=\$200.00

Remove concrete in the Master Bedroom for access to the Bathroom under slab plumbing. The
existing p-trap was rusted out=\$350.00

Remove old existing patio cover and haul away=\$150.00

Remove as necessary approximately 100 square feet of concrete at the southeast corner of the
Living room due to slab subsidence. Remove existing soils, replace with new soils, pour new
Type II concrete to bring sub floor to level. Place approximately 2 yards of 5-sack cement to
floor level=\$1,746.00

Replace galvanized water lines to the bathroom with new copper lines of sufficient diameter to
allow for proper pressure flow=4800.00

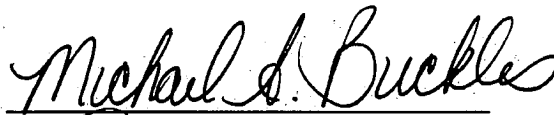
Replace two windows in Bedroom #1 and one window in Bedroom #2. Existing windows have
faulty frames and cranks. New windows will be retro-fit to the existing opening=\$675.00.

NET INCREASE/: **\$8,336.00**

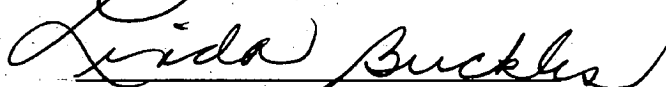
NEW CONTRACT TOTAL: **\$31,416.50**

An additional 14 days are hereby authorized to perform the Work.

All other terms and conditions of the Contract remain unchanged.



Michael Buckles, Owner



Linda Buckles, Owner

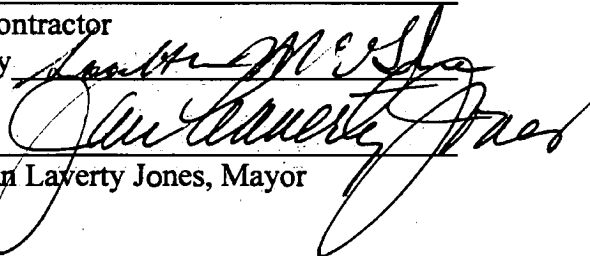


Erik King, City Staff

Rawhide Construction

Contractor

By



Jan Laverty Jones, Mayor

DPDForms:ChangeOrder

Attest:

By



BARBARA JO RONECUS,
SECRETARY

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 29

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT****ACCEPTANCE OF RIGHT OF WAY ITEMS****GRANT DEEDS**

59 From: IRON MOUNTAIN RANCH LLC, A
NEVADA LIMITED LIABILITY
COMPANY

To: City of Las Vegas

For: Portion of the Northeast Quarter (NE ¼)
of Section 13, T19S, R60E, M.D.M., for
dedication of rights-of-way located on
Whispering Sands Drive, east of Decatur
Boulevard
(3-9-99) 125-13-501-002

ADAMSEN - Motion to APPROVE:

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried **UNANIMOUSLY** with JONES excused

Items 40, 43 & 93: **STRICKEN** under separate action
(see individual items)

Items 50 & 54: **APPROVED** under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

60 From: GRAND TETON, LLC, A NEVADA
LIMITED LIABILITY COMPANY

To: City of Las Vegas

For: Portion of the Northwest Quarter (NW ¼)
of Section 13, T19S, R60E, M.D.M., for
dedication of rights-of-way located on
Whispering Sands Drive, between Leon
Avenue and Bradley Road
(3-9-99) 125-13-101-001

APPROVED - see above

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 30

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT****GRANT DEEDS****61**

From: AHP OF NEVADA, INC., A NEVADA CORPORATION

To: City of Las Vegas

For: Portions of the Southwest Quarter (SW ¼) of Section 10, T20S, R60E, M.D.M., for dedication of rights-of-way located on Buffalo Drive, Delhi Avenue and Tioga Way
(2-19-99) 138-10-301-018**ADAMSEN - Motion to APPROVE:****Items 4 through 39****Items 41 and 42****Items 44 through 49****Items 51 through 53****Items 55 through 92****Items 94 and 95****- carried UNANIMOUSLY with JONES excused****Items 40, 43 & 93: STRICKEN under separate action**
(see individual items)**Items 50 & 54: APPROVED under separate actions**
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590**62**

From: RAINBOW CORPORATE CENTER L.P., A NEVADA LIMITED PARTNERSHIP, WHO ACQUIRED TITLE AS RAINBOW CORPORATION CENTER LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, AS TO AN UNDIVIDED 83.758 PERCENT INTEREST AND DAVID M. RICE AND KAREN W. RICE, TRUSTEES OF THE DAVID M. RICE AND KAREN W. RICE FAMILY TRUST U/A/D JULY 8, 1980, AS TO AN UNDIVIDED 16.242 PERCENT INTEREST

To: City of Las Vegas

For: Portion of the Southeast Quarter (SE ¼) of Section 27, T20S, R60E, M.D.M., for dedication of right-of-way located on the southwest corner of Washington Avenue and Rainbow Boulevard
(2-10-99) 138-27-701-004 & 138-27-799-005**APPROVED - see above**

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 31

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT****RIGHT OF WAY GRANTS FOR DRAINAGE
PURPOSES****63**

From: RAINBOW CORPORATE CENTER L.P.,
A NEVADA LIMITED PARTNERSHIP,
WHO ACQUIRED TITLE AS RAINBOW
CORPORATION CENTER LIMITED
PARTNERSHIP, A NEVADA LIMITED
PARTNERSHIP, AS TO AN UNDIVIDED
83.758 PERCENT INTEREST AND
DAVID M. RICE AND KAREN W. RICE,
TRUSTEES OF THE DAVID M. RICE
AND KAREN W. RICE FAMILY TRUST
U/A/D JULY 8, 1980, AS TO AN
UNDIVIDED 16.242 PERCENT
INTEREST

To: City of Las Vegas

For: Portion of the Southeast Quarter (SE ¼)
of Section 27, T20S, R60E, M.D.M., for a
drainage easement located on the
southwest corner of Washington Avenue
and Rainbow Boulevard
(2-10-99) 138-27-701-004

ADAMSEN - Motion to APPROVE:

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried **UNANIMOUSLY** with JONES excused

Items 40, 43 & 93:

STRICKEN under separate action
(see individual items)

Items 50 & 54:

APPROVED under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

64

From: AHP OF NEVADA, INC., A NEVADA
CORPORATION

To: City of Las Vegas

For: Portion of the Southwest Quarter (SW ¼)
of Section 10, T20S, R60E, M.D.M., for a
drainage easement located east of
Buffalo Drive, south of Delhi Avenue
(2-19-99) 138-10-301-018

APPROVED - see above

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 32

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT****RIGHT OF WAY GRANTS FOR DRAINAGE
PURPOSES**

65

From: C & E PARTNERSHIP, AN ILLINOIS
GENERAL PARTNERSHIP

To: City of Las Vegas

For: Portion of the Southeast Quarter (SE ¼)
of Section 11, T20S, R60E, M.D.M., for a
drainage easement located north of
Cheyenne Avenue, east of Bronco Street
(2-9-99) 138-11-804-013**ADAMSEN - Motion to APPROVE:**

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried **UNANIMOUSLY** with JONES excused

Items 40, 43 & 93:

STRICKEN under separate action
(see individual items)

Items 50 & 54:

APPROVED under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

66

From: CHEYENNE INVESTMENT LIMITED
LIABILITY COMPANY, A NEVADA
LIMITED LIABILITY COMPANY

To: City of Las Vegas

For: Portion of the Southeast Quarter (SE ¼)
of Section 9, T20S, R60E, M.D.M., for a
drainage easement located west of
Buffalo Drive, north of Cheyenne Avenue
(previously recorded in the Office of the
Recorder, Clark County, Nevada in Book
990317 as Instrument No. 02391)
(2-26-99) 138-09-821-002**APPROVED - see above**

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 33

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT****RIGHT OF WAY GRANT FOR SEWER
PURPOSES**

67

From: CHEYENNE-FT. APACHE LLC, A
NEVADA LIMITED LIABILITY
COMPANY

To: City of Las Vegas

For: Portion of the Southwest Quarter (SW ¼)
of Section 8, T20S, R60E, M.D.M., for a
sewer easement located on the northeast
corner of Ft. Apache and Cheyenne
Avenue
(3-17-99) 138-08-401-014**ADAMSEN - Motion to APPROVE:**

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried **UNANIMOUSLY** with JONES excused

Items 40, 43 & 93:

STRICKEN under separate action
(see individual items)

Items 50 & 54:

APPROVED under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

**RIGHT OF WAY GRANT FOR INGRESS AND
EGRESS PURPOSES**

68

From: U-HAUL INTERNATIONAL, INC.

To: City of Las Vegas

For: Portion of the Northeast Quarter (NE ¼)
of Section 32, T20S, R62E, M.D.M., for
an ingress and egress easement located
on Nellis Boulevard, north of Stewart
Avenue
(3-8-99) 140-32-601-004**APPROVED - see above**

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 34

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**DEPARTMENT OF PUBLIC WORKS -
CONSENT****RIGHT OF WAY GRANT FOR INGRESS AND
EGRESS PURPOSES**

69

From: AHP OF NEVADA, INC., A NEVADA
CORPORATION

To: City of Las Vegas

For: Portion of the Southwest Quarter (SW ¼)
of Section 10, T20S, R60E, M.D.M., for
ingress and egress easements located
on Buffalo Drive and Delhi Avenue
(2-19-99) 138-10-301-018**ADAMSEN - Motion to APPROVE:**

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried **UNANIMOUSLY** with JONES excused

Items 40, 43 & 93:

STRICKEN under separate action
(see individual items)

Items 50 & 54:

APPROVED under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

**RIGHT OF WAY GRANT FOR SIGHT
VISIBILITY RESTRICTION PURPOSES**

70

From: U-HAUL INTERNATIONAL, INC.

To: City of Las Vegas

For: Portion of the Northeast Quarter (NE ¼)
of Section 32, T20S, R62E, M.D.M., for
sight visibility restriction easements
located on Nellis Boulevard, north of
Stewart Avenue
(3-8-99) 140-32-601-004**APPROVED - see above**

APRIL 12, 1999

AGENDA & MINUTES

City of Las Vegas

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**DEPARTMENT OF PUBLIC WORKS -
CONSENT**

RIGHT OF WAY GRANT FOR SIGHT
VISIBILITY RESTRICTION PURPOSES

71

From: AHP OF NEVADA, INC., A NEVADA
CORPORATION

To: City of Las Vegas

For: Portion of the Southwest Quarter (SW ¼)
of Section 10, T20S, R60E, M.D.M., for
sight visibility restriction easements
located on Buffalo Drive and Delhi
Avenue
(2-19-99) 138-10-301-018

ADAMSEN - Motion to APPROVE:

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried UNANIMOUSLY with JONES excused

Items 40, 43 & 93:

STRICKEN under separate action
(see individual items)

Items 50 & 54:

APPROVED under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

RIGHT OF WAY GRANT FOR TRAFFIC
PURPOSES

72

From: HOUSING AUTHORITY OF THE CITY
OF LAS VEGAS, NEVADA

To: City of Las Vegas

For: Portion of the Northwest Quarter (NW ¼)
of Section 26, T20S, R61E, M.D.M., for
traffic easements located on the
northwest and southwest corners of
Searles Avenue and Bruce Street
(3-16-99) 139-26-102-008 & 139-26-
201-005

APPROVED - see above

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 36

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

73

**DEPARTMENT OF PUBLIC WORKS -
CONSENT**DECLARATION OF UTILIZATION

From: BUREAU OF LAND MANAGEMENT

To: City of Las Vegas

For: Portion of the Southwest Quarter (SW ¼)
of Section 8, T20S, R60E, M.D.M., for
road purposes, located on the west side
of Dapple Gray Road, north of Cheyenne
Avenue
138-08-401-014

ADAMSEN - Motion to APPROVE:

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried UNANIMOUSLY with JONES excused

Items 40, 43 & 93:

STRICKEN under separate action
(see individual items)

Items 50 & 54:

APPROVED under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

74

ASSIGNMENT OF SEWER EASEMENT
AGREEMENTFrom: BODIE, INC., A NEVADA
CORPORATION

To: City of Las Vegas

For: Portion of the Southwest Quarter (SW ¼)
of Section 8, T20S, R60E, M.D.M., for a
sewer easement located on the north
side of Cheyenne, east of Ft. Apache
Road
(3-22-99) 138-08-401-013

APPROVED - see above

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 37

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT****ENCROACHMENT REQUESTS**

75

AMERICAN STORES PROPERTIES, INC.,
Owner, (Southeast corner of Buffalo Drive and
Vegas Drive - Lucky/Sav-Ons)

Applicant proposes to encroach into the public
right of way on the southeast corner of Buffalo
Drive and Vegas Drive; consisting of
approximately 201 feet of landscaping on Buffalo
Drive and 453 feet on Vegas Drive (along the
property line) which will consist of rock ground
cover, various types and heights of shrubbery,
Atlas Cedar trees and African Sumac trees.

Recommendations: Approval, subject to
conformance to all City Codes and Department
standards.

ADAMSEN - Motion to APPROVE:

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried **UNANIMOUSLY** with JONES excused

Items 40, 43 & 93:

STRICKEN under separate action
(see individual items)

Items 50 & 54:

APPROVED under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

76

Pentacore Engineering on behalf of PECCOLE
1982 TRUST AND WILLIAM AND WANDA
PECCOLE FAMILY L.P., Owner (Southwest
corner of Rampart Boulevard and Alta Drive)

Applicant proposes to encroach into the public
right of way on the southwest corner of Rampart
Boulevard and Alta Drive; consisting of
landscaping of turf area with grass and an
irrigation system line along Rampart Boulevard
approximately 260 feet from Alta Drive and along
Alta Drive approximately 160 feet from Rampart
Boulevard.

Recommendations: Approval, subject to
conformance to all City Codes and Department
standards.

APPROVED - see above

CITY COUNCIL

MEETING OF

APRIL 12, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

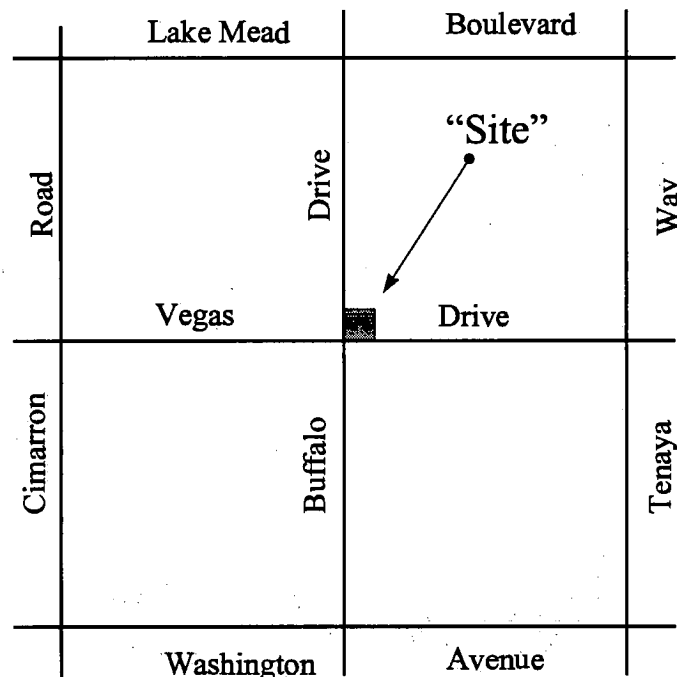
SUBJECT:

ENCROACHMENT REQUEST -AMERICAN STORES PROPERTIES, INC., OWNER,
(SOUTHEAST CORNER OF BUFFALO DRIVE AND VEGAS DRIVE-LUCKY/SAVON)**PURPOSE/BACKGROUND**

The applicant proposes to encroach into the public right of way on the southeast corner of Buffalo Drive and Vegas Drive.

The proposed encroachment will consist of approximately 201 feet of landscaping on Buffalo Drive and 453 feet on Vegas Drive (along the property line) which will consist of rock ground cover, various types and heights of shrubbery, Atlas Cedar trees and African Sumac trees 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.

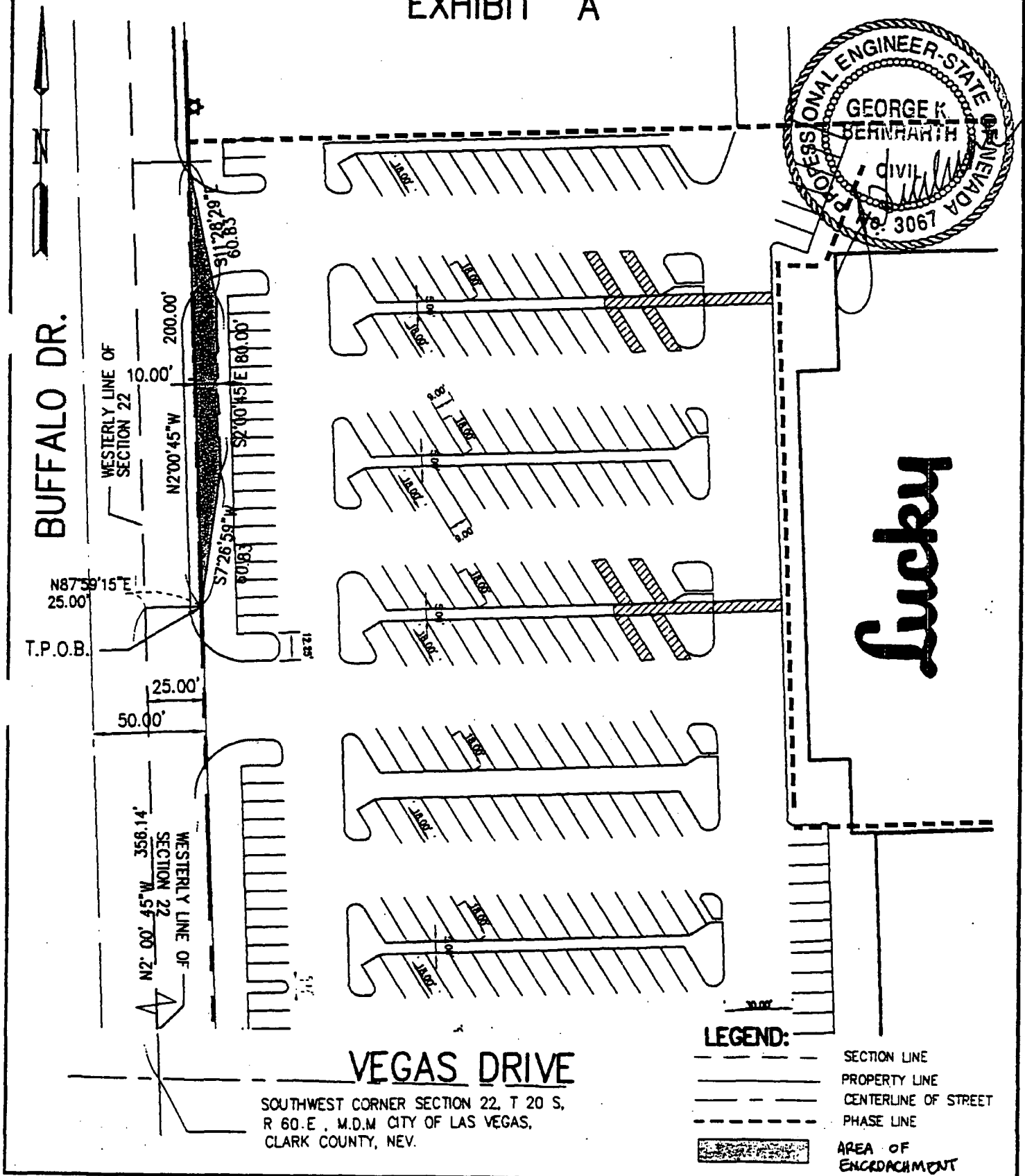
Agenda Item

75

SEABOARD ENGINEERING COMPANY

ENCROACHMENT PERMIT	JOB. NO. 98-68	SHEET NO. 1
LUCKY/SAV-ON - BUFFALO DR. & VEGAS DRIVE	DESIGNED BY M.D.	DATE 1/05/99
	APPROVED G.K.B.	SCALE 1"=60'

EXHIBIT A



SEABOARD ENGINEERING COMPANY

ENCROACHMENT PERMIT

JOB. NO. 98-68

SHEET NO. 2

LUCKY/SAV-ON - BUFFALO DR. & VEGAS DRIVE

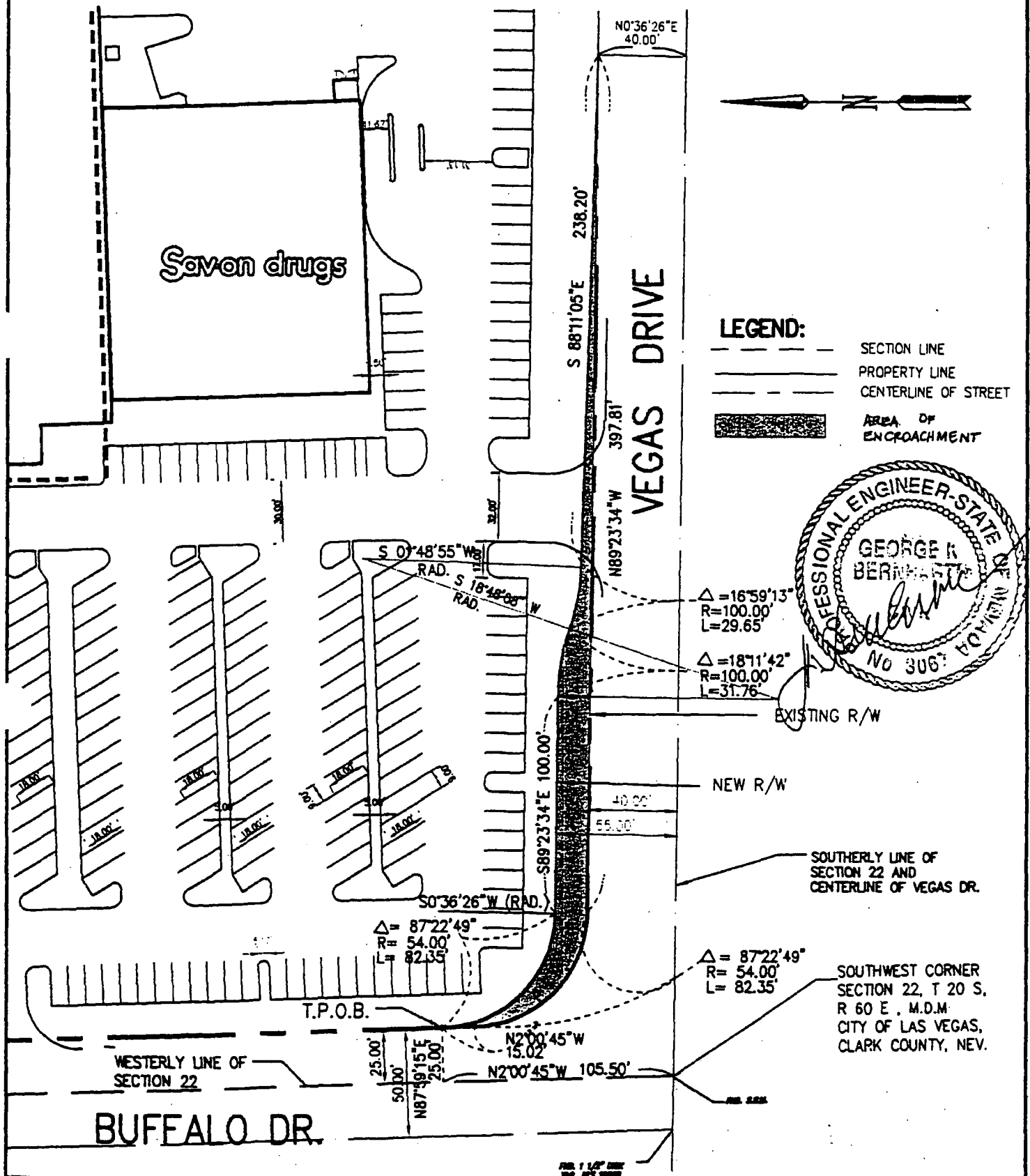
DESIGNED BY M.D.

DATE 1/05/99

EXHIBIT B

APPROVED G.K.B.

SCALE 1"=60'



SEABOARD ENGINEERING COMPANY

ENCROACHMENT PERMIT

JOB. NO. 98-68

SHEET NO. 3

LUCKY/SAV-ON - BUFFALO DR. & VEGAS DRIVE

DESIGNED BY M.D.

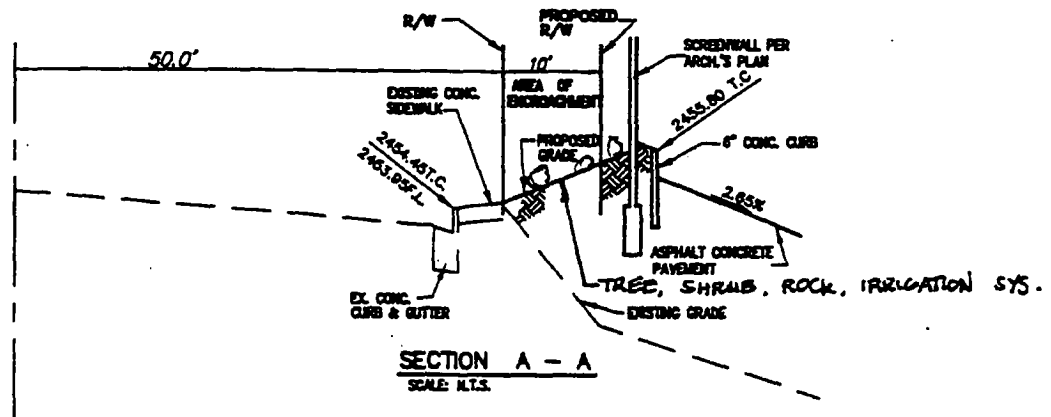
DATE 3/01/99

APPROVED G.K.B.

SCALE AS NOTED

EXHIBIT C

BUFFALO DRIVE



VEGAS DRIVE

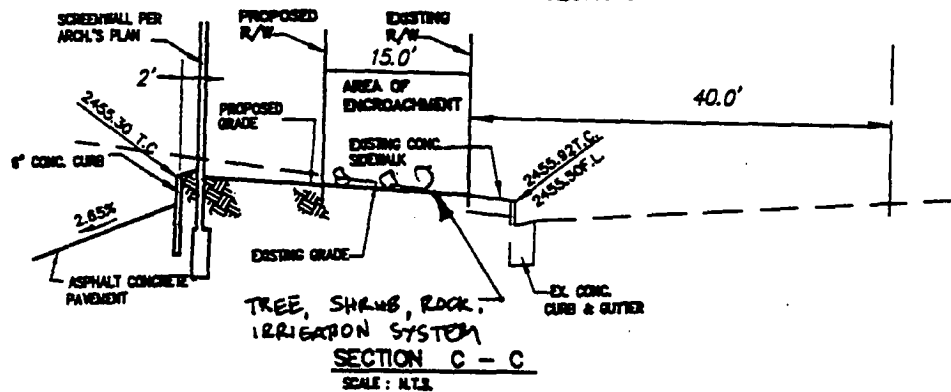


EXHIBIT D

SAV-ON #3324
 NEC BUFFALO & VEGAS DR
 LAS VEGAS, NV

3-15-99

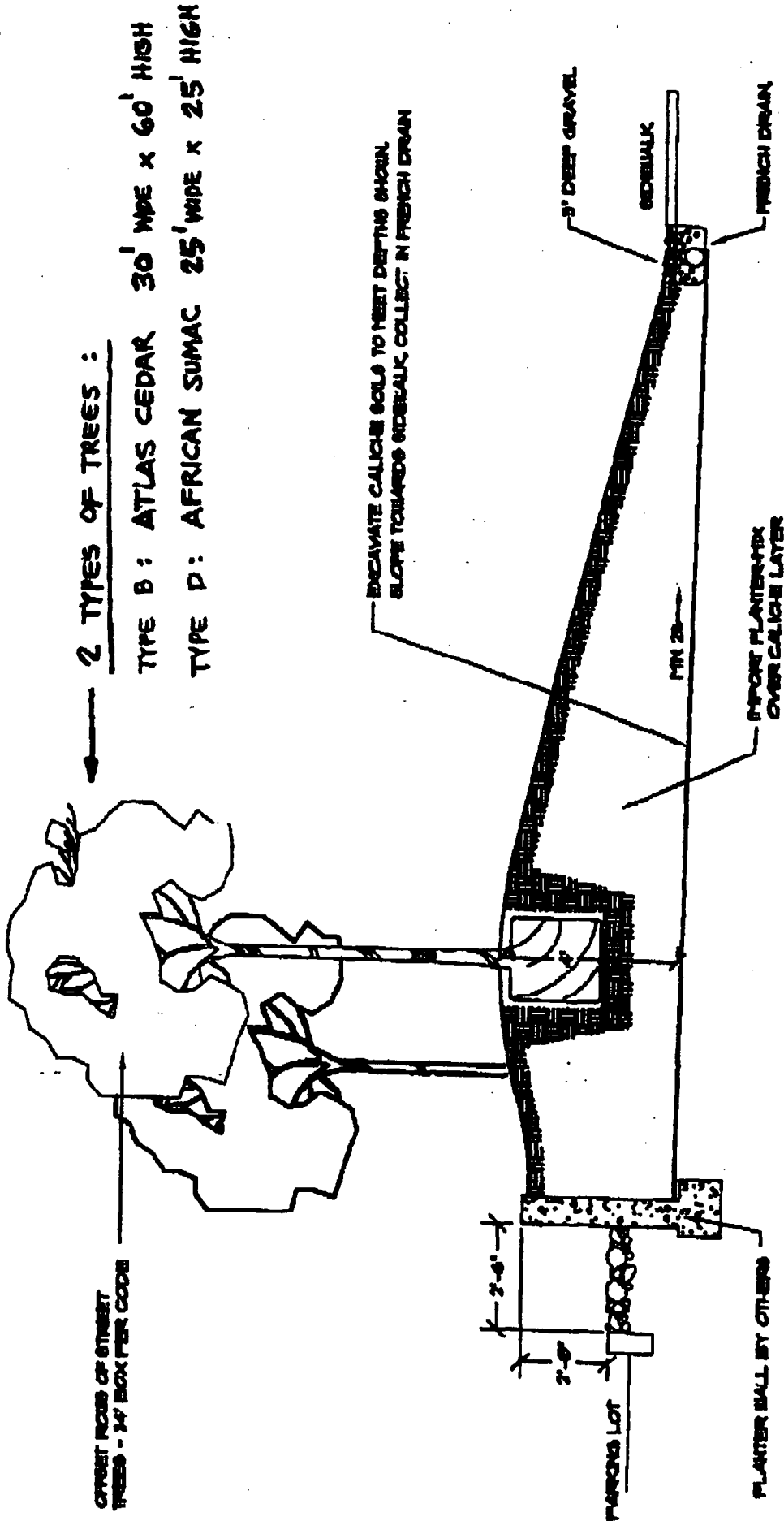
TEL No.213-483-0533

Mar 6,99 14:47 No.007 P.02

CITY COUNCIL MEETING OF APRIL 12, 1999

Page

211



A TYPICAL STREETSCAPE SECTION,

NOT TO SCALE

A
 L-1

CITY COUNCIL

MEETING OF

APRIL 12, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

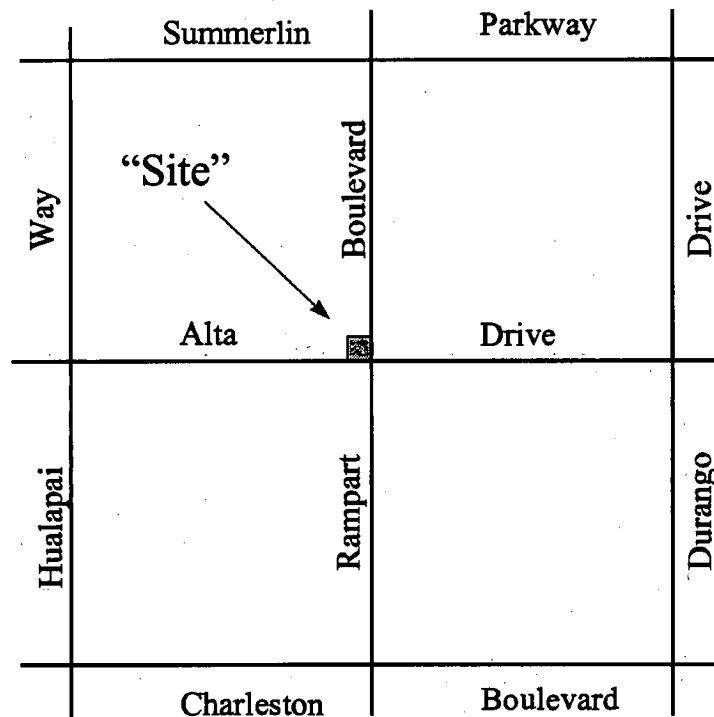
ENCROACHMENT REQUEST -PENTACORE ENGINEERING, ON BEHALF OF PECCOLE 1982 TRUST AND WILLIAM & WANDA PECCOLE FAMILY L.P., OWNER, (SOUTHWEST CORNER OF RAMPART BOULEVARD AND ALTA DRIVE)

PURPOSE/BACKGROUND

The applicant proposes to encroach into the public right of way on the southwest corner of Rampart Boulevard and Alta Drive.

The proposed encroachment will consist of the landscaping of turf area consisting of grass and an irrigation line along Rampart Boulevard approximately 260' from Alta Drive and along Alta Drive approximately 160' from Rampart Boulevard as further described in Exhibits A and B.

If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of liability, maintenance and removal.

**FISCAL IMPACT**

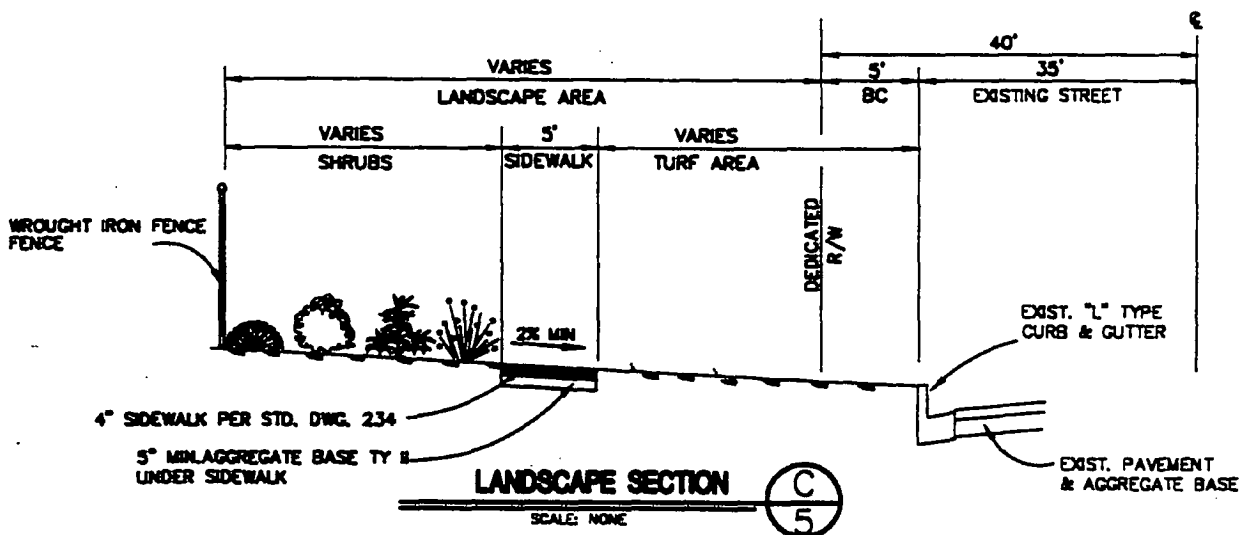
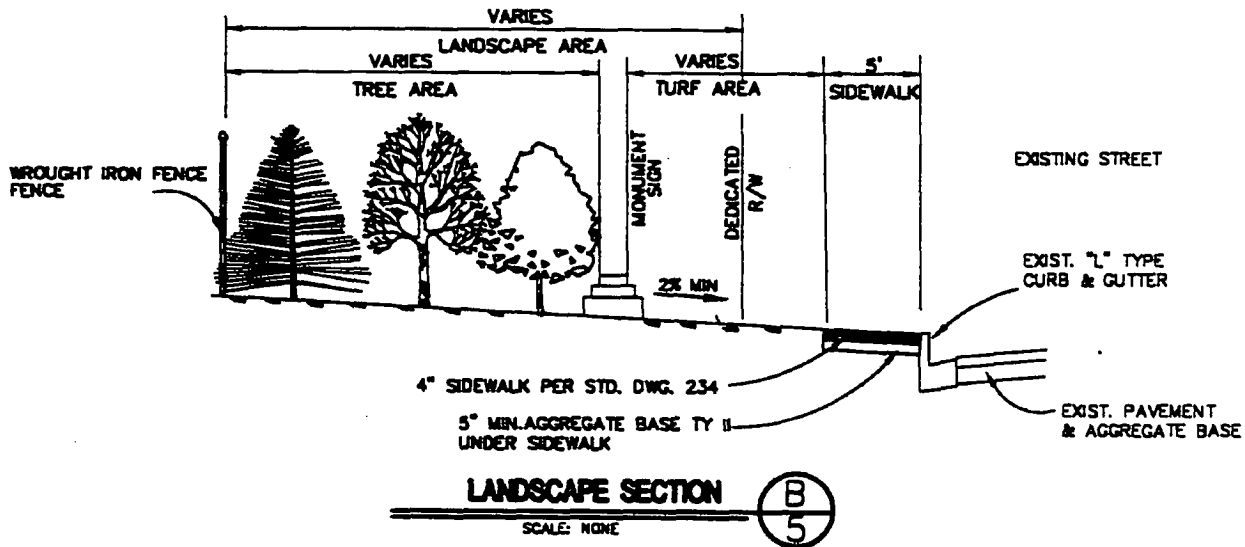
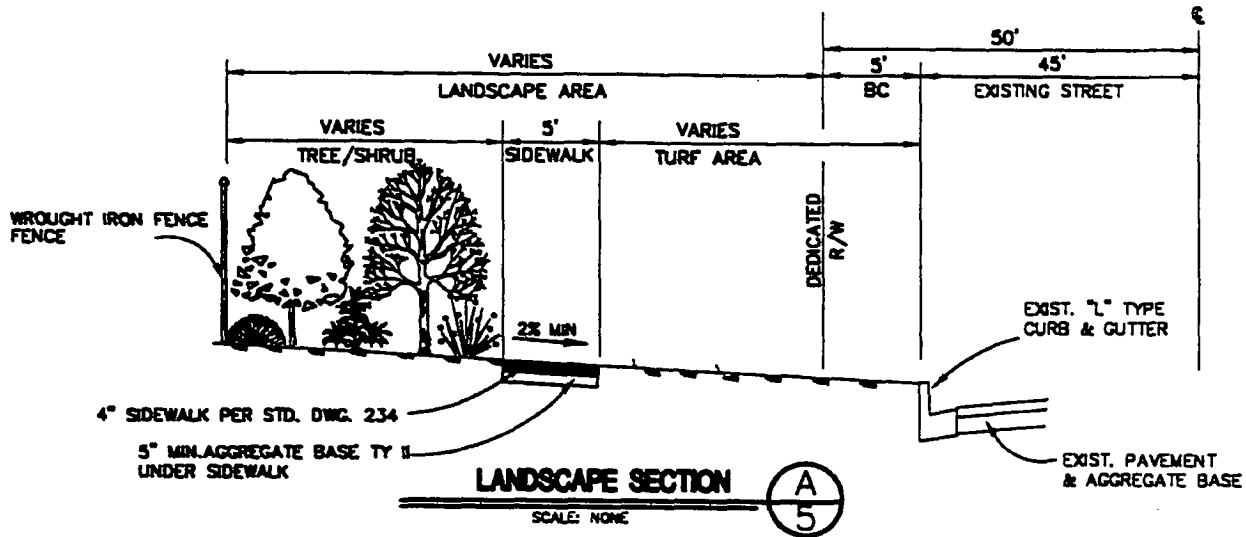
None

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

76



PENTACORE

Civil, Engineering, Land Surveying, Planning
Construction Management, AEA Consulting
6763 WEST CHARLESTON BOULEVARD
LAS VEGAS, NEVADA 89102 (702)338-0715

ENCROACHMENT EASEMENT SECTIONS

EXHIBIT B

CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 38

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****77** **WALTER CLYDE PEARSON TRUST, Owner**
(Grand Teton, west of Durango Drive)

Request to connect one vacant lot, approximately 2.2 acres, with a proposed usage of single family dwellings, to the City sewer from property located in Clark County on Grand Teton Drive, west of Durango Drive; applicant proposes to connect to the existing 21" line sewer main located at the intersection of Grand Teton and Durango Drive; City limit is adjacent to this site; the proposed usage of this parcel conforms to the City's General Plan of the area.

Recommendations: Approval, subject to conformance to 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.

ADAMSEN - Motion to APPROVE:

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried **UNANIMOUSLY** with JONES excused

Items 40, 43 & 93: **STRICKEN** under separate action
(see individual items)

Items 50 & 54: **APPROVED** under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

CITY COUNCIL

MEETING OF

APRIL 12, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

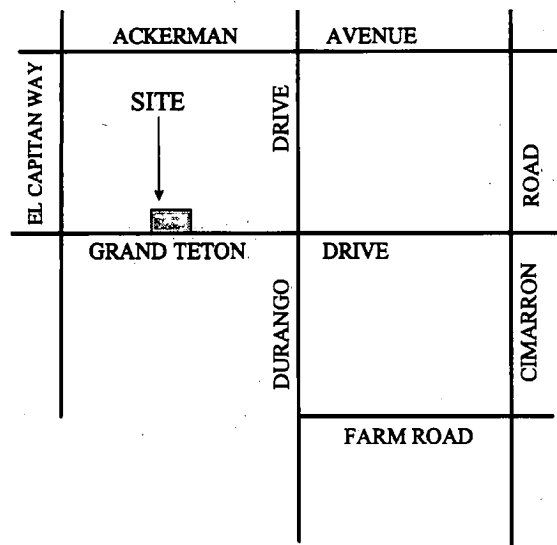
SEWER CONNECTION AND APPROVAL OF INTERLOCAL CONTRACT WITH CLARK
COUNTY SANITATION DISTRICT - WALTER CLYDE PEARSON TRUST, OWNER
(GRAND TETON, WEST OF DURANGO DRIVE)**PURPOSE/BACKGROUND**

This request is to connect one vacant lot, approximately 2.2 acres, with a proposed usage of single family dwellings, to the City sewer from property located in Clark County on Grand Teton Drive, west of Durango Drive.

The applicant proposes to connect to the existing 21" line sewer main located at the intersection of Grand Teton Drive and Durango Drive.

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 November 30, 1998. Fees will be determined and paid prior to connection.

**FISCAL IMPACT**

None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL, 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

77

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 30th day of November, 1998 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 Walter Clyde Pearson Trust (approximately 2.2 acres -- vacant land; Parcel No. 125-08-805-006) 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.

/////

/////

/////

/////

/////

/////

/////

/////

/////

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

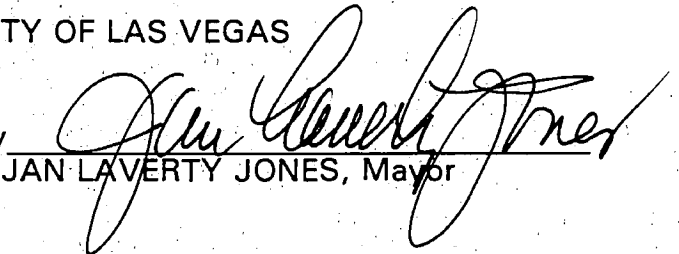
By



E. JAMES GANS, Director

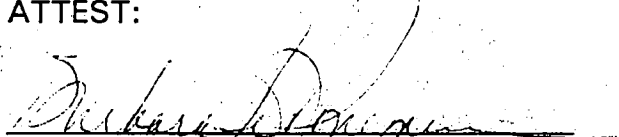
CITY OF LAS VEGAS

By



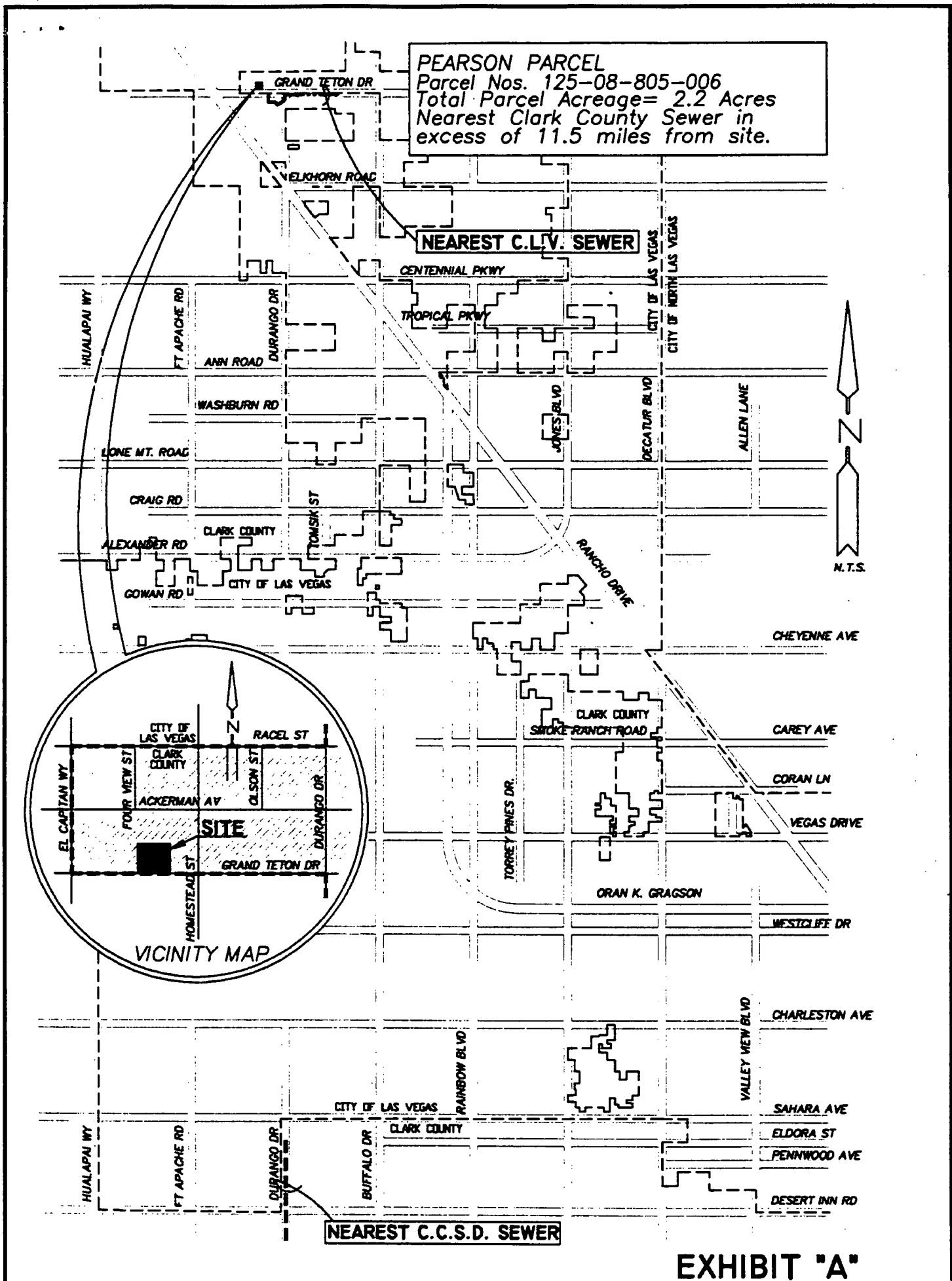
JAN LAVERTY JONES, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  6-7-99
Deputy City Attorney



CITY COUNCIL

MEETING OF

APRIL 12, 1999

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

Page 39

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT****REPORT/ACTION ITEM****ABEYANCE ITEM**

- 78 Approval of a professional services agreement with Cella Barr Associates for design of the Northwest Soccer Complex

(Fiscal Impact: \$285,490 for design service with a contingency of \$75,000 for additional services if authorized by the Public Works Director)

ADAMSEN - Motion to APPROVE:

Items 4 through 39

Items 41 and 42

Items 44 through 49

Items 51 through 53

Items 55 through 92

Items 94 and 95

- carried UNANIMOUSLY with JONES excused

Items 40, 43 & 93: **STRICKEN** under separate action
(see individual items)

Items 50 & 54: **APPROVED** under separate actions
(see individual items)

There was no discussion.

(10:21 - 10:22)

1-590

- 79 Approval of Autocad Land Development and Architectural Services desktop upgrade and VIP software subscription

(Fiscal Impact: \$26,884)

APPROVED - see above

- 80 Approval of a sewer refunding agreement with PN II, Inc. d.b.a. Pulte Homes of Nevada for oversizing of Eagle Creek Estates North Unit 1

(Fiscal Impact: \$7,370)

APPROVED - see above

- 81 Approval of a professional services agreement with Dunham Associates Consulting Engineers for design services on a new waste water system in the City Hall tower breakrooms

(Fiscal Impact: Total funded amount - \$200,000; Fees not to exceed \$16,000)

APPROVED - see above

AGENDA DOCUMENTATION**CITY COUNCIL**MEETING OF
APRIL 12, 1999

TO:

CITY COUNCIL

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT: ABEYANCE ITEM: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CELLA BARR ASSOCIATES, INC. FOR DESIGN OF THE NORTHWEST SOCCER COMPLEX

PURPOSE/BACKGROUND

The City of Las Vegas desires to construct a regional soccer complex. This project consists of approximately 65 acres located at the northwest corner of Lake Mead Boulevard and Tenaya Way. Site improvements include ten (10) lighted soccer fields, one (1) ball field with backstop, restroom facility, open park space with playground, ADA pedestrian pathways, parking lots and security lighting. Off-site improvements are also included with the project. The complex will assist with the growing demands for recreation and provide additional amenities for the citizens of Las Vegas.

Cella Barr Associates is a civil engineering and landscape architectural firm specializing in recreational fields and park development. They bring many years of experience to the project and will provide the design services required for this new complex.

FISCAL IMPACT

The professional fee necessary to provide the design service for the project is \$285,490. The agreement also includes a contingency of \$75,000 for additional services if authorized by the Director of Public Works. Monies are available for the project from Parks & Leisure Activity Capital Project Fund.

RECOMMENDATION

The Director of Public Works recommends approval of the professional services agreement with Cella Barr Associates, Inc. for design services.

AGENDA ITEM**78**

PROFESSIONAL SERVICES AGREEMENT
Northwest Soccer Complex

THIS AGREEMENT, made and entered into as of the 12th day of April, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation, (hereinafter referred to as "CITY"), and Cella Barr Associates, Inc., (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, the CITY intends to construct Northwest Soccer Complex (hereinafter referred to as the "PROJECT"); and

WHEREAS, the CITY desires to obtain quality professional services of the CONSULTANT to perform design and preparation of contract bid documents for the construction of the PROJECT; and

WHEREAS, the CONSULTANT is properly registered and qualified in accordance with the Nevada Revised Statutes and has the personnel and facilities necessary to perform such services within the required time; and

WHEREAS, the CONSULTANT's scope of service and compensation have been arrived at after meaningful negotiations between the CITY and the CONSULTANT.

NOW THEREFORE, in consideration of the premises contained herein, the parties hereto agree to the following terms, conditions and covenants set forth in Section I through XI hereof;

SECTION I RESPONSIBILITY OF CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, its subcontractors and consultants and its and their principals, officers, employees and agents under this AGREEMENT. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional technical engineering and landscaping standards.
- B. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent federal, State, and local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT shall not produce a design which violates or infringes on any patent rights. The CONSULTANT shall without additional compensation, correct or revise any error or deficiencies in its design, drawings, specifications, reports and other services. The CONSULTANT shall pay all damages, costs and expenses caused by, resulting from, or arising out of CONSULTANT's negligent performance in its design, drawings, specifications, reports and other services. Permitted or required approval by the CITY of any products or services furnished by CONSULTANT shall not in any way relieve the

CONSULTANT of responsibility for the professional and technical accuracy of its services.

CITY review, approval, acceptance, or payment for any of CONSULTANT's services herein shall not be construed to operate as a waiver of any rights enjoyed by the City under this AGREEMENT or of any cause or action arising out of the performance of this AGREEMENT, and CONSULTANT shall be and remain liable in accordance with the terms of this AGREEMENT and applicable law for all damages to CITY caused by CONSULTANT's negligent acts, errors or omissions in performance of this AGREEMENT.

- C. CONSULTANT shall assign Chris N. Attanasio, A.S.L.A., to manage the PROJECT. All of the services specified by this AGREEMENT shall be performed by the Project Manager, or by CONSULTANT's associates and employees identified in the CONSULTANT's proposal under the personal supervision of the Project Manager. All employees identified in the CONSULTANT's cost proposal shall be subject to approval by CITY's representative. Should the Project Manager, or any key employee of CONSULTANT be unable to complete his or her responsibility for any reason, the CONSULTANT will replace him or her with a qualified person whom the CITY's representative finds satisfactory. If CONSULTANT fails to make a required replacement within 30 days, CITY may terminate

this AGREEMENT for default.

- D. The CONSULTANT shall not produce a design or specification which would be in violation of NRS Chapter 338 entitled "Public Works Projects".
- E. CONSULTANT shall furnish CITY's representative copies of all correspondence to regulatory agencies for approval and review prior to mailing such correspondence.
- F. The CONSULTANT agrees that its officers, partners and employees will cooperate with the CITY in the performance of services under this AGREEMENT and will be available for consultation with CITY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- G. The rights and remedies of the CITY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this AGREEMENT.

SECTION II RESPONSIBILITY OF CITY

- A. The CITY agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this AGREEMENT and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other

responsibilities.

- B. The services to be performed by CONSULTANT under this AGREEMENT shall be subject to periodic review by CITY's representative. The review comments of CITY's representative shall be reported in writing to CONSULTANT by CITY's representative. To prevent an unreasonable delay in CONSULTANT's work, the CITY's representative will endeavor to examine all reports, drawings, specifications, and other documents and will respond in writing to the CONSULTANT within 10 working days of receipt of such documents. It is understood that CITY's representative's review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this AGREEMENT.
- C. CITY shall, without charge, furnish to or make available for examination or use by CONSULTANT as it may request, any data which CITY has available, including as examples only and not as a limitation:
1. Copies of reports, maps, plans, surveys, records, and other documents pertinent to streets, traffic, utilities, public properties, property developments and other physical features.
 2. Copies of previously prepared reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this

AGREEMENT.

- D. CITY shall assist CONSULTANT in obtaining data and documents from public officers or agencies and from private citizens and business firms whenever the CITY determines that such material is necessary for the completion of the services specified by this AGREEMENT.

SECTION III SCOPE OF SERVICES

Services to be performed by the CONSULTANT shall consist of the services described in Exhibit A of this AGREEMENT.

SECTION IV CHANGES TO SCOPE OF SERVICES

- A. The CITY may at any time, by written order, make changes within the general scope of this AGREEMENT and in the services or work to be performed. If such changes cause an increase or decrease in the CONSULTANT'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 the CONSULTANT for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the CONSULTANT of notification of change unless the CITY grants in writing a further period of time before the date of final payment under this AGREEMENT.
- B. No services due to a change in scope for which additional compensation

will be charged by the CONSULTANT shall be furnished without the written authorization of the CITY.

SECTION V ADDITIONAL SERVICES OF CONSULTANT

- A. Additional services will be provided only as specifically authorized in writing by the CITY's representative and consist of the work described in Exhibit B. Any other work determined by CITY as essential to efficient and timely completion of the project shall require formal amendment to this AGREEMENT.
- B. The CONSULTANT shall notify CITY in advance of any additional costs which may be incurred prior to attending such meetings or public hearings as may be necessary to clarify the interpretation of the work performed by CONSULTANT under this AGREEMENT.

SECTION VI SUBCONTRACTS

CONSULTANT agrees to include in all professional engineering and landscaping subcontracts in connection with performance of the terms and obligations imposed under this AGREEMENT the following:

- A. A provision that CONSULTANT 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 CONSULTANT 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 CONSULTANT for said subcontracted work, the subcontractor's only recourse is against the CONSULTANT and not against the CITY, either through the institution of legal or equitable action or the attachment of any lien.

- B. A provision that the subcontractors have no more rights against the CITY than that of the CONSULTANT.
- C. 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 deviation, changes or modifications in writing.
- D. 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 CONSULTANT as provided in that Section entitled "Insurance" of this AGREEMENT.

SECTION VII TERM OF AGREEMENT

This AGREEMENT shall be in force and effect from and after the day on which the CITY gives notice to the CONSULTANT to begin work under this AGREEMENT. This shall remain in effect until one (1) year has elapsed after the final payment for services under this AGREEMENT is made. This section shall not be construed to relieve either party of its obligations to perform under this AGREEMENT while the AGREEMENT is in effect.

Termination of this AGREEMENT shall not release either party from any of its continuing obligations hereunder. This section shall not be construed to change any disputes arising out of this AGREEMENT or in connection with the subject matter hereof, nor shall this section be construed to change the date or the time on which a cause of action arising out of this AGREEMENT or the subject matter hereof, would otherwise accrue under the statutes of limitations or doctrines of law.

SECTION VIII COMPENSATION AND TERMS OF PAYMENT

A. General

Progress Payments: Once each month, the CITY shall pay the CONSULTANT for services performed under Section entitled "Scope of Services" of this Agreement.

B. Compensation and Method of Payment for Engineering and Landscape Architectural Services:

1. The CITY shall pay the CONSULTANT for services identified in Section III entitled "Scope of Services", an amount not to exceed \$285,490.00. The CONSULTANT shall prepare monthly and submit to CITY's representative in writing a complete statement of costs which includes actual work completed.
2. Payment shall be due within 45 days after the date of receipt and approval by CITY's representative of monthly invoices describing the work performed during the preceding month.
3. The CITY agrees to pay CONSULTANT for any services

described in Section V entitled "Additional Services of Consultant", only if the services are requested in writing by the CITY's representative. Payment will be in accordance with paragraphs 1 and 2 of this section for additional services rendered in connection with Exhibit B. An amount up to, but not exceeding \$75,000.00 may be authorized for service performed under Section entitled "Additional Services of Consultant". The total amount of this entire AGREEMENT shall not exceed \$360,490.00.

4. Billings shall be submitted each month for work performed during the previous month in accordance with the labor rates as shown on Exhibit "D", with an original and one copy to the CITY'S representative in the format attached as Exhibit "F".
5. Upon approval of such billings by CITY's representative, payment shall be made to CONSULTANT of ninety-five percent (95%) of the amount determined above, less all previous payments. The remaining five percent (5%) shall be retained as noted in paragraph 7 below.
6. CITY's representative shall subtract from any payment made to CONSULTANT all damages, costs and expenses caused by, resulting from or arising out of negligent errors or deficiencies in CONSULTANT's designs, drawings, specifications, reports and

other services which have not previously been paid by CONSULTANT. The CITY's representative shall provide a written statement to the CONSULTANT of the damages, costs and expenses which have been subtracted from any payment to the CONSULTANT along with appropriate documentation and receipts, if any, and a description of the negligent errors or deficiencies attributed to the CONSULTANT.

7. Upon satisfactory completion by CONSULTANT of the services called for under the terms of the AGREEMENT, and upon acceptance of such work by CITY, which acceptance will not be unreasonably withheld, CONSULTANT will, within forty-five (45) days of CITY's receipt of such request, be paid the unpaid balance of any money due for such work, including the retained percentages.

SECTION IX TIME OF PERFORMANCE

CONSULTANT's project time schedule for performance of services required to complete project milestones are indicated in Exhibit E. The schedule shall set forth not more than 198 calendar days for Tasks 1 through 17, as a period of time which may reasonably be required to complete the services identified in Exhibit A. The format of the schedule for performance of services shall be based on a cost-loaded, task-oriented diagram. In preparing the

project schedule, the CONSULTANT will provide a ten (10) working day allowance for each CITY review period. If the CONSULTANT's performance of services is delayed or if the CONSULTANT's sequence of tasks is changed, he shall notify the CITY's representative in writing of the reasons for the delay. The CONSULTANT shall then prepare a revised schedule for performance of services and submit the revised schedule to the CITY's representative. The CONSULTANT shall perform and complete the work according to the schedule furnished to CITY's representative. If the CONSULTANT is delayed by conditions within his control, as determined by CITY after consultation with the CONSULTANT, CITY shall have the right to increase the percentage withheld from monthly payments under Section VIII entitled "Compensation and Terms of Payment" of this AGREEMENT up to ten percent (10%) until such time as the CONSULTANT has complied with the schedule requirement or presented an acceptable plan for such compliance.

SECTION X

AUDIT: ACCESS TO RECORDS

- A. The CONSULTANT shall maintain books, records, documents and other evidence directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles and practices consistently applied. The CONSULTANT shall also maintain the financial information and data used by the CONSULTANT in the preparation or support of the cost submission and a copy of the cost summary submitted to the CITY. The CITY, or any of their duly

authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The CONSULTANT will provide proper facilities for such access and inspection. Negotiated fixed rates will not change due to an audit.

- B. The CONSULTANT agrees to include paragraphs A through E of this Section in all his contracts and all their subcontracts directly related to performance of services specified in this AGREEMENT which are in excess of \$10,000.
- C. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).
- D. The CONSULTANT agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraphs A and B above, to any of the agencies referred to in paragraph A above, provided that the CONSULTANT is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the CONSULTANT.
- E. Records under paragraphs A and B above shall be maintained and made

available during performance under this AGREEMENT and until three years from date of final payment for the project. In addition, those records which relate to any arbitration appeal, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution, litigation, claim or exception.

SECTION XI MISCELLANEOUS PROVISIONS

A. SUSPENSION:

City may suspend performance by CONSULTANT under this AGREEMENT for such period of time as CITY, in its sole discretion, may prescribe by providing written notice to CONSULTANT at least ten working days prior to the date on which CITY wishes to suspend. Upon such suspension, CITY shall pay CONSULTANT its compensation, based on percentage of project completion, earned until the effective date of suspension less all previous payments. CONSULTANT shall not perform further work under this AGREEMENT after the effective date of suspension until receipt of written notice from CITY to resume performance. In the event the CITY suspends performance by CONSULTANT for any cause other than the error or omission of the CONSULTANT for an aggregate period in excess of thirty days, CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to CONSULTANT under this AGREEMENT to reimburse CONSULTANT for additional costs occasioned as a result of such suspension of performance by CITY. In no event will the CITY be liable to the CONSULTANT for more than \$1,000.00.

B. TERMINATION:

The CITY reserves the right to terminate this AGREEMENT without cause or default on the part of the CONSULTANT with ten (10) days prior written notification to the CONSULTANT. Notification of the CONSULTANT is deemed to have occurred on that date that the CONSULTANT receives written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section entitled "Notice" of the AGREEMENT.

In the event of termination, without cause or default, the CITY agrees to pay to the CONSULTANT the reasonable value for all work and services performed to the date of termination in accordance with the section entitled "Compensation and Terms of Payment" of this AGREEMENT.

C. DEFAULT

1. The occurrence of any of the following events shall be a default by CONSULTANT hereunder (hereinafter called "Events of Default"):
 - a. If CONSULTANT shall default in the due observance and performance of any term, condition or covenant contained herein.
 - b. If CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of CONSULTANT for all or a

substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by CONSULTANT for the purpose of effecting any of the foregoing;

- c. If any warrant, execution or other writ shall be issued or levied upon any property or assets of CONSULTANT and shall continue unvacated and in effect for a period of thirty (30) days; or
- d. If CONSULTANT should, in the judgment of the CITY, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule set forth in the Section entitled "Time of Performance" of the AGREEMENT.

Then, if any such Event of Default continues for three (3) working days after written notice to the CONSULTANT, CITY may, without prejudice to any other remedy it may have, at law or

in equity, (a) terminate this AGREEMENT, suspend payment of all pending invoices otherwise due to the CONSULTANT hereunder, finish the work by such means as the CITY may see fit, deduct from any balance due CONSULTANT the reasonable and necessary 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 this PROJECT and paying the excess, if any, to CONSULTANT and in the event the cost of finishing CONSULTANT's work exceeds the balance due CONSULTANT, such excess shall be paid by CONSULTANT to the CITY within five (5) days of invoicing by the CITY or (b) terminate this AGREEMENT and all the obligations imposed hereunder, including the obligation of any further payment for the services of the CONSULTANT except for the reasonable value for all work and services performed to the date of termination. The costs and expenses of completing the work of CONSULTANT shall be computed and audited by the CITY's designated representative. The audit shall be made in accordance with generally accepted accounting principles and the CONSULTANT shall pay all costs of such audit.

2. It is expressly agreed that the CITY reserves the right to offset any

and all claims made by CONSULTANT for payment of its fees hereunder or the reimbursement of additional costs it incurred, with any claims that the CITY might have against CONSULTANT for failure to comply with any of the terms and conditions of this AGREEMENT.

D. OWNERSHIP OF DOCUMENTS

All plans, drawings, specifications, studies and documents specifically to include magnetic media prepared or assembled by the CONSULTANT or any subcontractors which are related to the performance of this AGREEMENT are deemed to be the property of the CITY. In the event of completion or termination of this AGREEMENT, the CITY reserves the right to require delivery of any and all plans, drawings, specifications, studies and documents not in its possession. Any use of such completed documents for other projects and/or any use of incomplete documents without specific written authorization from the CONSULTANT will be at the CITY's sole risk. The CONSULTANT shall be entitled to a reproducible copy of all work products furnished to the CITY.

E. INSURANCE

CONSULTANT shall procure and maintain, at its own expense, during the entire term of this AGREEMENT, the following insurances:

1. Nevada State Industrial Insurance System (SIIS). Such insurance will protect CONSULTANT and CITY from employee claims based on job related sickness, disease, or accident.

2. Comprehensive general liability (bodily injury and property damage) insurance with respect to CONSULTANT's agents and vehicles assigned to the prosecution of work under this AGREEMENT in a policy limit of not less than \$500,000. CONSULTANT's general liability insurance policies shall be endorsed to include the CITY as additional insured.
3. Professional liability insurance, for the protection from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable; such professional liability insurance will provide for coverage in an amount of not less than \$1,000,000 for the period of time covered by this AGREEMENT.
4. The CONSULTANT's Comprehensive General Liability and Professional Liability insurance policies shall automatically include or be endorsed to cover CONSULTANT's contractual liability to CITY to waive subrogation against CITY, its officers, agents, servants and employees; and to provide that CITY will be given thirty days' notice in writing of any cancellation of, or material change in, the policies.
5. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by

the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$5,000 without the written approval of CITY.

6. Certificates indicating that such insurance is in effect shall be delivered to the CITY before work is begun under this AGREEMENT. If the CONSULTANT is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this contract and the Certificate of Insurance shall state that coverage is claims made and the retroactive date. Upon availability, the CONSULTANT shall maintain coverage for the duration of this contract and for two years following the completion of this contract. The CONSULTANT shall provide the CITY annually a Certificate of Insurance as evidence of such insurance. It is further agreed that the CONSULTANT and/or Insurance Carrier shall provide the CITY with 30-day advance notice of policy cancellation.

F. INDEMNITY

Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, CONSULTANT shall protect, indemnify and hold harmless the CITY, its officers and employees from any and all claims, damages, losses, expenses, suits,

actions, decrees, judgments, attorney fees and court costs which the CITY suffers, its officers or employees suffer as a result of, or arising out of the negligent acts or omissions of the CONSULTANT, its subcontractors, or agents or anyone employed by the CONSULTANT or its subcontractors or agents, in fulfillment or performance of the terms, conditions or covenants of this AGREEMENT.

G. ASSIGNMENT

The CITY and the CONSULTANT each bind itself and its partners, successors, administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this AGREEMENT, except neither the CITY nor the CONSULTANT shall assign, sublet or transfer its interest in this AGREEMENT without the written consent of the other. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

H. WAIVER

No consent or waiver, express or implied, by either party to this AGREEMENT or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the CITY or the failure of the CITY to perform

any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release CONSULTANT of any of its obligations hereunder.

I. DESIGNATION OF REPRESENTATIVE

The Director of Public Works or his authorized representative is hereby designated as the CITY's representative with respect to the work to be performed under this AGREEMENT. Said representative shall have complete authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the services of the CONSULTANT.

J. CONSULTANT WARRANTIES

CONSULTANT represents and warrants:

1. That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this AGREEMENT; that it is able to furnish the plant, tools, materials, supplies, equipment and labor, and 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 CONSULTANT holds a license, permit or other special license to perform the services included in this AGREEMENT, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

K. CONSULTANT'S EMPLOYEES

The CONSULTANT shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the CONSULTANT fails to remove any employee from the contract work whom the CITY deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the CITY to be contrary to the public interest, the CITY reserves the right to require such removal as a condition for the continuation of this AGREEMENT.

L. INDEPENDENT CONTRACTOR

It is hereby expressly agreed and understood that in the performance of the services provided herein, the CONSULTANT and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the CITY.

M. APPLICABLE LAW

This AGREEMENT shall be construed and interpreted in accordance with the laws of the state of Nevada.

N. COMPLIANCE WITH LAWS

The CONSULTANT shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this AGREEMENT, including the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

O. SEVERABILITY

In the event that any provisions of this AGREEMENT shall be held to be invalid or unenforceable, the remaining provisions of this AGREEMENT shall remain valid and binding on the parties hereto.

P. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or entity has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the CITY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

Q. ARBITRATION

1. All claims, disputes and other matters in question between the parties to this AGREEMENT, arising out of or relating to this AGREEMENT or the breach thereof, may, upon the agreement of the parties, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then existing unless the parties mutually agree otherwise. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this

AGREEMENT except by written consent which contains a specific reference to this AGREEMENT and which is signed by the CITY and the CONSULTANT. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This AGREEMENT to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the CITY and the CONSULTANT shall be specifically enforceable under the prevailing arbitration law.

2. It is further expressly agreed and understood between the parties that in the event either party is named as a party to any arbitration action arising out of, or resulting from, the CONSULTANT's services as defined in the AGREEMENT or the PROJECT, both parties agree and irrevocably consent, at the option of the other, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of either party hereunder is conditioned upon the handling of such arbitration in accordance with Construction Industry rules of the Nevada Arbitration Association or the American Arbitration Association.

None of the time provisions imposed under Subsection 3 and 4 apply to the joinder rights provided herein in such a way as

to preclude either party from joining the other 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.

3. In order for the CONSULTANT to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the CITY within sixty (60) days after the claim, dispute or other matter arises. In order for the CITY to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the CONSULTANT within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the 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.
4. The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any 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 and with the American Arbitration Association within sixty (60) 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.

5. 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 of discovery provided under the Nevada Rules of Procedure.
6. 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.
7. By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then existing. The sixty (60) day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto; and (2) the requesting

party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

R. CONFIDENTIALITY

CONSULTANT shall treat all information relating to the Project and all information supplied to the CONSULTANT by the CITY as confidential and proprietary information of the CITY and shall not permit its release by CONSULTANT's employees to other parties or make any public announcement or publicity release without the CITY's written authorization. CONSULTANT shall also require subcontractors and vendors to comply with this requirement.

S. SITE INSPECTION

CONSULTANT represents that it has visited the location or locations of the PROJECT and has satisfied itself as to the general condition thereof and that the CONSULTANT's compensation as provided for in the AGREEMENT is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

T. MODIFICATION

All modification or amendments to this AGREEMENT are null and void unless reduced to writing and signed by the parties hereto.

U. NOTICE

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or U.S. mail at the following addresses:

TO CITY:

Richard D. Goecke, Director
City of Las Vegas Department of Public Works
400 East Stewart Avenue
Las Vegas, Nevada 89101

TO CONSULTANT:

Cary K. Baird, A.S.L.A.
Assistant Vice President
Cella Barr Associates, Inc.
1771 East Flamingo Road, Suite 103-B
Las Vegas, Nevada 89119-5158

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

CITY OF LAS VEGAS

By

JAN LAVERTY JONES, Mayor

"City"

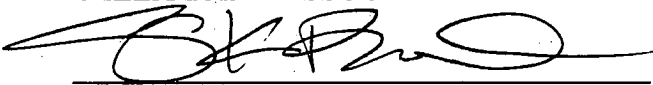
ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:


Date

CELLA BARR ASSOCIATES


Cary K. Baird, A.S.L.A., Assistant Vice President

"Consultant"

EXHIBITS

- EXHIBIT A - Scope of Services
- EXHIBIT B - Additional Services
- EXHIBIT C - Price Proposal/Manhour Worksheet
- EXHIBIT D - Professional Rate Schedule
- EXHIBIT E - Project Time Schedule
- EXHIBIT F - Invoice Format



NORTHWEST SOCCER COMPLEX EXHIBIT 'A' SCOPE OF SERVICES

DESCRIPTION OF PROJECT

This project consists of two adjacent sites separated by an existing concrete channel running north/south. The west site is approximately 20 acres and is bounded to the south by Caliche Way, existing condominiums to the west, existing residential and church parcels to the north and the concrete channel to the east. Located at the south-east corner of the site is a Las Vegas Valley Water Facility. The east site is approximately 37 acres and is bounded to the east by Tenaya Way, Lake Mead Blvd. to the south, the concrete channel to the west, and Eugene Drive and Cimarron Memorial High School to the north. A Nevada Power site at the northeast corner of the site. The design of the undeveloped 20 acres to the west will consist of the following: Lighted parking lot, grassed open space, 200' ballfield with backstop, small totlot and required site utilities. The design of the undeveloped 37 acres to the east will consist of the following: (1) lighted Championship Soccer field with conduit for scoreboard and PA system capability, (9) lighted soccer fields, ADA pedestrian pathways, lighted parking lot, lighted and fenced Totlots, large restroom with concession building, perimeter berm buffering with fencing adjacent to Tenaya and Lake Mead, monument signage, interior lighted park road street improvements, required site utilities, (1) pedestrian bridge over the existing channel, which will link the east site with the west site. As part of the project, CBA will also design the following: Half street improvements for Tenaya and Eugene Drive, demolition of existing AC path along Lake Mead with an added concrete walk, as well as the addition of a concrete walk at Caliche Way.

DESCRIPTION OF DESIGN CRITERIA

The design of the Soccer Complex and the Utility Infrastructure shall conform to criteria of City of Las Vegas Public Works Department.

TASK A DESIGN WORK

1. **MASTER PLAN REVISIONS** - CBA shall revise the master plan to reflect revisions requested by the City for the preparation of a 8½" x 11" Exhibit for use in submission with the application to the BLM and preparation of 24" x 36" Exhibit for use in the City's approval process by the different City departments.
2. **PUBLIC WORKSHOPS** - CBA will attend up to (2) two public (neighborhood meeting) workshops for public review and approval of project as proposed.
3. **ZONING/CURRENT PLANNING AND DEVELOPMENT REVIEW** - CBA will coordinate with the City to prepare the plans necessary for submission to Zoning/Current Planning and Development Department (by City) and make revisions necessary for submission to Planning Commission and City Council (Public Hearing) for approval (attended by CBA with City Representative). Note, our understanding of items required by Planning will be Colored Architectural Elevations (to be provided by City), Justification Letter (By City), Landscape and Site Plans (By CBA).
4. **SURVEY** - CBA shall provide a complete design survey of the site which will include setting panel points for aerial photography, horizontal control, defining project boundary from available BLM and City title information, locate the existing easements (drainage), and locate water, sewer, gas, telephone, power lines, etc. that could or will affect the site.
5. **AERIAL CONTROL AND PHOTOGRAPHIC SURVEY** - Aerial planimetric and photographic mapping will be utilized for the project as provided by Kenny Aerial Services. Work will include CBA to establish bench marks developed by City bench marks, etc. Aerial mapping will be performed at an appropriate scale at 1 foot contours to 200 feet outside project limit lines at all sides.

6. **SITE GEOTECHNICAL EVALUATION** - CBA will be utilizing the services of Western Technologies for the preparation of a Geotechnical Evaluation Report to include site evaluations and recommendations for Geology, Foundation design parameters, including bearing capacities, coefficient of friction, passive pressure and estimated settlements, Earthwork, Retaining walls, Drainage, Corrosivity, Excavations, Concrete slabs-on-grade, Pavements (on-site and off-site) and Horticultural analysis for grass and plant materials. Western Technologies will perform (9) borings to depths of 10 feet to 15 feet or refusal.
7. **PROJECT MANAGEMENT / PROJECT MEETINGS** - CBA shall coordinate all work with all CBA disciplines, sub-consultants and City. CBA shall also attend up to (10) ten project progress meetings with City staff during the project with an additional (3) plan review meetings at 50%, 90% and 100%. Meetings include time for submission of work to Land Development and Building Safety and up to (2) revisits for addressing revisions during plan check.
8. **CONSTRUCTION DOCUMENTS** - CBA and its sub-consultants shall prepare construction documents for bidding for a 50%, 90% and 100% submission with a Final 100% submittal of mylars and specifications to purchasing for bidding. City shall make all copies of construction documents and specifications for bidding. City will also prepare specification boiler plate sections. Plans will be prepared on 24" x 36" medium. Plans will include a City Cover Sheet, General Plans, Grading and Detail Plans, Horizontal Control Plans, Note Plans, Off-Site Plans, Utility Plans, Landscape Plans, Site Detail Plans, Irrigation Plans and Site Electrical Plans by CBA's Structural Department for the Restroom. The City will provide all Architectural Plans for the large Restroom.
9. **DRAINAGE STUDY** - It is CBA's understanding and directive received from the City that a full drainage study is not required for this project. However, CBA will prepare a in-house drainage study with a preliminary master grading plan study to show how the site will drain then meet with the City for review and approval by the City Flood Control Department. Work does not include an off-site drainage study.
10. **TRAFFIC STUDY** - It is CBA's understanding and directive received from the City that a Traffic study is not required for this project. Therefore, it is not included in this scope of work.
11. **ELECTRICAL DESIGN PLANS** - CBA will be utilizing the services of TJ Krob Consulting Engineers, as an electrical engineering firm, to prepare site electrical construction document plans and specifications for the soccer complex that shall include telephone systems, the lighting of the main area soccer fields and championship soccer field at a tournament level, provide conduit with pullboxes for a scoreboard and PA system, conduit for future security systems (coordinated with City), pathway and parking lot lighting, and design of all electrical point of connections with coordination from Nevada Power and Sprint to provide telephone service to the site.
12. **MECHANICAL AND PLUMBING PLANS** - CBA will be using the services of Syska Hennessy for preparation of construction documents and specifications for the restroom's plumbing and mechanical systems.
13. **ELECTRICAL DESIGN PLANS FOR RESTROOMS** - CBA will be using the services of TJ Krob Consulting Engineers for preparation of construction documents and specifications for the restroom's Electrical systems.
14. **IRRIGATION DESIGN PLANS** - CBA, with our irrigation sub-consultant Aqua Engineering, will prepare Irrigation Plans and Details for the project that includes the design of two (2) pump stations. The design of fertilizer injector systems is included.
15. **SPECIFICATIONS** - CBA will prepare specifications in 8½" x 11" CSI format for services performed for submission to the City at 50% (outline form), 90% and 100% for review. The

City shall prepare the boiler plate and applicable architectural specifications conforming with CBA's format.

16. **COST ESTIMATES** - CBA shall prepare an estimate of probable construction costs at Preliminary Level, 50%, 90% and 100% levels respectively for review by the City. Acceptance of the Preliminary Probable Construction cost by the City will define the established park program. Design for additional programmed elements not included in this estimate are not included in this scope, but could be covered in the design contingency.
17. **CONSULTANT COORDINATION** - CBA shall coordinate all consultants under CBA for all work performed.

TASK B BID ASSISTANCE

1. CBA shall attend a pre-bid meeting, answer technical questions by telephone and prepare up to five (5) addenda (City format) for distribution by the City Purchasing Department, attend bid opening and attend a pre-construction meeting with the City.
2. CBA's sub-consultant, TJ Krob Consulting Engineers (Electrical Work), shall provide Bid assistance by answering technical questions by telephone and prepare up to two (2) addenda for distribution.
3. CBA's sub-consultant, Syska Hennessy (Plumbing and Mechanical Work), shall provide Bid assistance by answering technical questions by telephone and prepare up to two (2) addenda for distribution.
4. CBA's sub-consultant, Aqua Engineering (Irrigation), shall provide Bid assistance by answering technical questions by telephone and prepare up to two (2) addenda for distribution.

TASK C SHOP DRAWING AND SUBMITTAL REVIEW

1. CBA shall coordinate and perform shop drawing and submittal review for all work designed by CBA and its sub-consultants including structural design of restroom buildings. All architecture related work shall be reviewed by City.
2. Through CBA, TJ Krob Consulting Engineers will review and approve shop drawings and submittals for all electrical related work.
3. Through CBA, Syska Hennessy will review and approve shop drawings and submittals for all mechanical and plumbing related work for the restrooms.
4. Through CBA, Aqua Engineering will review and approve shop drawings and submittals for all irrigation related work.

TASK D CONSTRUCTION OBSERVATION/WEEKLY MEETINGS

1. CBA shall attend weekly construction progress meetings and provide brief field observations (up to 32 visits for 180 day construction window) in coordination with Construction Project Representative. Additionally, CBA and its sub-consultants will perform and prepare a Prefinal and Final punch list for all site work and the structural framing elements of the restroom buildings. The City will be responsible for all architecture related elements of the restroom buildings. CBA and its sub-consultants shall provide plan clarifications during construction not requiring plan submittals to Building Safety.
2. CBA and its sub-consultants shall provide plan clarifications during construction. Revisions to plans for Building Safety are not included.

3. Through CBA, Aqua Engineering will perform a coverage test for the ballfields, review booster pump system and prepare a Prefinal punch list - two (2) visits total.
4. Through CBA, Syska Hennessy will prepare a Prefinal and Final punchlist.
5. Through CBA, TJ Krob will prepare a Prefinal and Final punchlist for all site electrical work and will review soccer field lighting at night. Scope does not include a Footcandle matrix test. This work shall be the contractor's responsibility to perform.



**NORTHWEST SOCCER COMPLEX
EXHIBIT 'B'
ADDITIONAL SERVICES**

Additional Services may be requested by the City during the Project's duration. Although unforeseen at this time, these services could include the following:

1. Field adjustments or unforeseen changes to be made during construction (under Construction Project Representative's direction). CBA and it's sub-consultants during construction will modify the original drawings per the requirements of the City of Las Vegas Building Safety and Land Development and process these through the Departments for On-site work only.
2. Design Contingency / Construction Observation Visits

PRICE PROPOSAL/MANHOUR WORKSHEET

Exhibit 'C'

Project: Northwest Soccer Complex

Project Number: 890023.00

Date: 3/25/99

By: CKB

DESIGN TIME (MAN - HOURS)

Names>		C.NA	CKB	KA	SH	GFR/CBS	JAH/CLR	Support	EXTENSION
TASK	DESCRIPTION OF TASKS	Project Manager	Senior Land Arch	Senior Engineer	Structural	Engineer	Designer	Staff	
A	Design Work	Land Arch	Land Arch	Civil	Structural	Civil	Civil/Struct/Land Ar.		
1	Master Plan Revisions	30	12			10	40		\$7,840
2	Public Workshops - Preparation for	35	20				35		\$8,000
3	Planning and Development Review	30	12			9	36	5	\$7,700
4	Survey Services (On-Site and Off-Site)								\$4,500
5	Aerial Photography - Kenny Aerial								\$4,800
6	Geotechnical - Western Technologies								\$3,100
7	Project Management / (10) Progress meetings	40	24	20		10		24	\$10,860
8	Construction Documents								
8a	50% Submittal	60	20	5	20	100	140	5	\$30,125
8b	90% Submittal	60	30	30	25	90	190	6	\$37,675
8c	100% Submittal and Final 100%	70	25	40	20	130	180	10	\$41,550
9-10	Drainage and Traffic Study - Not in Scope								
11	Site Electrical: TJ Krob Consulting Engineers								\$26,400
12	Re-site: Mechanical/Plumbing - Syska Hennessy								\$4,500
13	Re-site: Electrical - TJ Krob								\$2,350
14	Site Irrigation: Aqua Engineering								\$29,325
15	Specifications - CBA	50	20			10		35	\$9,375
16	Cost Estimates-CBA	45	5	2		30	70		\$12,490
17	Consultant Coordination	70	9						\$7,380
Total Task A:		490	177	97	65	389	691	85	\$247,970
B	Bid Assistance								
1	CBA Bid Assistance	35				2		2	\$3,420
2	TJ Krob Consulting Engineers								\$1,500
3	Syska Hennessy								\$250
4	Aqua Engineering								\$2,100
Total Task B:		35	0	0	0	2	0	2	\$7,270
TASKS A - B TOTAL (Design Phase)									\$255,240
C	Shop Drawing / Submittal Phase								
1	CBA	32			9	6	6		\$4,990
2	Electrical - TJ Krob Consulting Engineers								\$500
3	Mech. Plumb - Syska Hennessy								\$350
4	Irrigation-Aqua Engineering								\$1,000
Total Task C:		32	0	0	9	6	6	0	\$6,840
D	Construction Observation								
1	CBA 32 weekly meetings/ Clarifications	128	6	4	6	5		4	\$14,160
2	Irrigation - Aqua Engineering - 2 visits								\$5,800
3	Mechanical/Plumbing - Syska Hennessy - 2 visits								\$550
4	TJ Krob Consulting Engineers - 2 visits								\$2,900
Total Task D:		128	6	4	6	5	0	4	\$23,410
TASKS A-D TOTAL									\$285,490
Additional Services									
1	Additional Field Adjustments / Build. Safety	40	14	15	9	9	9	6	\$10,000
2	Design Contingency								\$65,000
Additional Services Total:		40	14	15	9	9	9	6	\$75,000
PROJECT TOTAL WITH ADD SERVICES									\$360,490
CLASSIFICATION		PM	PIC	S. Engr.	Struct.	Engr.	Dengr.	Staff	Page 1 of 1 p:/890023/docs
HOURLY RATES		90	135	120	135	90	70	45	



**PROFESSIONAL RATE SCHEDULE
LAS VEGAS OFFICE
EXHIBIT "D"**

GPS SURVEY CREW	\$200.00 / HOUR
2-PERSON SURVEY CREW, ADDITIONAL WORK	\$150.00 / HOUR
PRINCIPAL	\$135.00 / HOUR
3-PERSON SURVEY CREW	\$125.00 / HOUR
PROFESSIONAL ENGINEER	\$120.00 / HOUR
PROFESSIONAL LANDSCAPE ARCHITECT	\$120.00 / HOUR
2-PERSON SURVEY CREW	\$105.00 / HOUR
SENIOR PROJECT ENGINEER/ARCHITECT/PROJECT MANAGER	\$100.00 / HOUR
SURVEY SUPERVISOR	\$90.00 / HOUR
PROJECT ENGINEER	\$90.00 / HOUR
SENIOR LANDSCAPE ARCHITECT	\$90.00 / HOUR
PROJECT LANDSCAPE ARCHITECT	\$85.00 / HOUR
STAFF ENGINEER/SENIOR PROJECT DESIGNER	\$85.00 / HOUR
FIELD COORDINATOR/SENIOR PARTY CHIEF	\$80.00 / HOUR
SENIOR DESIGNER	\$70.00 / HOUR
DESIGNER -- LANDSCAPE/CIVIL	\$60.00 / HOUR
SURVEY TECH/DRAFTSPERSON	\$60.00 / HOUR
SUPPORT CLERICAL/TECHNICAL	\$45.00 / HOUR

Map filing, checking, consultants and other fees paid or expenses incurred by Cella Barr Associates, Inc. on behalf of the client or as a result of the project, shall be billed at cost plus fifteen percent (15%).

NORTHWEST SOCCER COMPLEX

City of Las Vegas

Project Time Schedule

Exhibit 'E'

CBA

ID	Task Name	Duration	Start	Finish	ar'	pr'	ay'	n'	ul'	ug'	sp'	ct'	ov'	ec'	n'	b'	ar'	pr'	ay'	n'	ul'	ug'
1	1. Notice to Proceed	1d	Mon 4/12/99	Mon 4/12/99	★																	
2	TASK A - DESIGN WORK	198d	Mon 4/12/99	Tue 10/26/99																		
3	1. Project Kick-off meeting with City	1d	Tue 4/13/99	Tue 4/13/99	◆																	
4	2. Preliminary Cost Estimate	1d	Mon 4/12/99	Mon 4/12/99	◆																	
5	3. CBA Survey Site / Fly Site	3d	Mon 4/12/99	Wed 4/14/99	◆																	
6	4. Fly Site - Kenny Aerial	1d	Mon 4/12/99	Mon 4/12/99	■																	
7	5. Prepare Basemap background - CBA	21d	Tue 4/13/99	Mon 5/3/99	■																	
8	6. Public Input Meetings	1d	Mon 4/19/99	Mon 4/19/99	⊙																	
9	7. Planning and Development Review	21d	Tue 4/20/99	Mon 5/10/99	■																	
10	8. Finalize Site Master Plan	4d	Tue 5/11/99	Fri 5/14/99	↓																	
11	9. Planning Commission Meeting	1d	Thu 5/13/99	Thu 5/13/99	⊙																	
12	10. City Council Meeting	1d	Mon 6/14/99	Mon 6/14/99	⊙																	
13	11. Geotechnical Explorations	22d	Tue 6/15/99	Tue 7/6/99	■																	
14	12. CONSTRUCTION DOCUMENTS	148d	Tue 6/1/99	Tue 10/26/99																		
15	a. Preparation of CD's and Cost Est. to 50% Level	21d	Tue 6/1/99	Mon 6/21/99	■																	
16	1. Submittal to City	1d	Mon 6/21/99	Mon 6/21/99	◆																	
17	2. City Review	7d	Tue 6/22/99	Mon 6/28/99	■																	
18	b. Preparation of CD's/Specs. and Cost Est. to 90% Lev	21d	Tue 6/29/99	Mon 7/19/99	■																	
19	1. Submittal to City	1d	Mon 7/19/99	Mon 7/19/99	◆																	
20	2. City Review	10d	Tue 7/20/99	Thu 7/29/99	■																	
21	c. Preparation of CD's/Specs. and Cost Est. to 100% Le	21d	Fri 7/30/99	Thu 8/19/99	■																	
22	1. Submittal to City	1d	Fri 8/20/99	Fri 8/20/99	◆																	
23	2. City Review	10d	Mon 8/23/99	Wed 9/1/99	■																	

Celia Barr Associates, Inc.
1771 E. Flamingo Ste. 103-B
Las Vegas Nv. 89119

CBA Task

Milestone Date ◆

Task Summary

City Task

NORTHWEST SOCCER COMPLEX

City of Las Vegas

Project Time Schedule

Exhibit 'E'

CBA

ID	Task Name	Duration	Start	Finish	ar'	pr'	ay'	n'	ul'	ug'	ep'	ct'	ov'	ec'	n'	b'	ar'	pr'	ay'	n'	ul'	ug'
24	d. Final redline pickup	12d	Thu 9/2/99	Mon 9/13/99																		
25	1. Building Safety/Land Dev. Submittal and Review *	32d	Tue 9/14/99	Fri 10/15/99																		
26	2. Address Bulding Safety Comments	4d	Mon 10/18/99	Thu 10/21/99																		
27	3. Submit Final Mylars to City w/ Bldg. Safety comrr	5d	Fri 10/22/99	Tue 10/26/99																		
28	BIDDING	64d	Wed 10/27/99	Wed 12/29/99																		
29	1. Finalize Documents/Bldg. Safety/Purchasing/Printing ***	20d	Wed 10/27/99	Mon 11/15/99																		
30	3. City Adbvertising / In Bid	29d	Mon 11/15/99	Mon 12/13/99																		
31	4. Bid Opening ***	1d	Tue 12/14/99	Tue 12/14/99																		
32	5. City Council Award of Bid	10d	Mon 12/20/99	Wed 12/29/99																		
33	6. Contractor/City Administration	10d	Mon 12/20/99	Wed 12/29/99																		
34	Notice To Proceed and CONSTRUCTION - 180 DAYS	180d	Mon 1/3/00	Fri 6/30/00																		
35	Preconstruction Meeting	1d	Tue 1/4/00	Tue 1/4/00																		

Celia Barr Associates, Inc.
1771 E. Flamingo Ste. 103-B
Las Vegas Nv. 89119

CBA Task

Milestone Date ◆

Task Summary

City Task

CITY OF LAS VEGAS CONSTRUCTION CONTRACT PAYMENT REQUEST



DEPARTMENT

CONTRACTOR: _____

PURCHASE ORDER NUMBER: _____

PROJECT TITLE: _____

PAYMENT NUMBER _____

WORKING DAY _____ OF _____

PERIOD COVERED FOR THIS REQUEST: _____ THRU: _____

PROJECT DESCRIPTION: _____

ORIGINAL CONTRACT AMOUNT \$ _____

APPROVED CONTRACT MODIFICATIONS THRU NO. _____; SUPPLEMENTAL P.O.'S THRU NO. _____ \$ _____

TOTAL CONTRACT AMOUNT \$ _____

CONTINGENCY AMOUNT \$ _____

TOTAL PURCHASE ORDER \$ _____

PERCENTAGE OF PROJECT COMPLETED _____% TOTAL EARNED TO DATE \$ _____

LESS RETENTION _____% \$(_____)

SUBTOTAL \$ _____

LESS PREVIOUS PAYMENTS \$(_____)

AMOUNT OF THIS REQUEST \$ _____

BALANCE REMAINING AFTER THIS REQUEST \$ _____

ORIGINATOR/PROJECT REPRESENTATIVE _____ EXT. _____

NO.	FUND/ORG	ACCT	TASK	OPT	ACTV/WA	AMOUNT	P/C

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 WITH HELD PROVIDED THE CONTRACTOR PERFORMANCE IS ACCEPTABLE.

COMMENTS: _____

CONTRACTOR: _____ DATE: _____

CITY PROJECT REPRESENTATIVE: _____ DATE: _____

DIVISION MANAGER: _____ DATE: _____

DEPARTMENT DIRECTOR: _____ DATE: _____

CITY COUNCIL

MEETING OF

August 7, 1996

AGENDA DOCUMENTATION

TO: City Council

FROM: Richard D. Goecke, Director
Department of Public Works

SUBJECT: Approval of Autocad Land Development and Architectural Desktop Upgrade and VIP Software Subscription

PURPOSE/BACKGROUND

The City of Las Vegas desires to upgrade existing Autocad, Autocad Map and Softdesk Civil/Survey to Autocad Land Development ; Autocad and Softdesk Architectural to Autocad Architectural Desktop; and Autocad 3d Studio from version 12, release 1 to release 2. Additionally, we wish to place all existing licenses on VIP Software Subscription which provides automatic upgrades and patches for software.

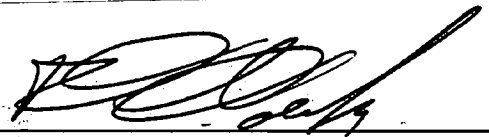
FISCAL IMPACT

The funds necessary to upgrade existing licenses and place them on VIP Software Subscription is \$26,884. Monies are available in Public Works Operating Budget.

RECOMMENDATIONS

The Director of Public Works recommends approval of the upgrade and VIP Software Subscription with Autodesk, Inc

Agenda Item

AGENDA DOCUMENTATION**CITY COUNCIL**
MEETING OF
April 12, 1999TO:

CITY COUNCILFROM: RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS**SUBJECT: APPROVAL OF A SEWER REFUNDING AGREEMENT WITH PN II, INC. DBA PULTE HOMES OF NEVEDA FOR OVER-SIZING OF EAGLE CREEK ESTATES NORTH UNIT 1.****PURPOSE/BACKGROUND**

PN II, Inc. dba as Pulte Homes of Nevada is developing that certain parcel of real property that is known as "Eagle Creek Estates North Unit 1" on Bradley Road from Bullring Road to Azure Drive as shown on attached Exhibit "A". The proposed sewerline is over-sized from an 8 inch diameter line required by the Developer to the larger 18 inch diameter as requested by the City. The basis for over-sizing cost is explained on the attached Exhibit "B".

The Uniform Plumbing Code and City Policy authorize reimbursement of additional costs associated with upgrading the sewer collection system beyond the needs of the developer.

This agreement for oversizing will reimburse the Developer in the amount of \$7,370.00.

A copy of the Sanitary Sewer Extension and Over-sizing Agreement is attached.

FISCAL IMPACT

Sanitation Fund net cost to the City \$7,370.00.

RECOMMENDATION

The Director of Public Works recommends the City Council authorize the Mayor to execute the Sanitary Sewer Over-sizing Agreement.

AGENDA ITEM**80**

SEWER REFUNDING AGREEMENT

(Sewer Trunk Over-sizing)

THIS AGREEMENT, made and entered into this 12th day of April, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City"), and PN II, Inc., A Nevada Corporation dba Pulte Homes of Nevada (hereinafter referred to as to "Developer"),

W I T N E S S E T H:

WHEREAS, the City is the governmental entity to which is delegated the responsibility of providing sewer service to persons who reside within its corporate boundaries; and

WHEREAS, the Developer is engaged in the development of that certain parcel of real property which is known as "Eagle Creek Estates North Unit 1" (the "Development" herein), which Development has been approved by the City; and

WHEREAS, the limited financial resources of the City prevent the immediate expansion of its municipal sewer system to the Development; and

WHEREAS, the Plumbing Code of the City permits the expansion of such municipal sewer system through the use of private funds at the discretion of the City; and

WHEREAS, said Code further provides that the City may reimburse a developer who constructs, at the request of the City, a sewer trunk line (hereinafter referred to as the Project) of a size which is in excess of

1 the size that would otherwise be required to serve its development for a
2 portion of the costs which such developer incurs in constructing such
3 oversized sewer trunk line; and

4 WHEREAS, it is the intent of the Parties hereto to provide for the
5 reimbursement to the Developer of the costs which the Developer will
6 incur in constructing and installing the Project at a size which is in
7 excess of the size that would otherwise be required to serve the
8 Development;

9 NOW, THEREFORE, for and in consideration of the premises and of
10 the mutual promises and agreements which are hereinafter set forth, the
11 parties hereto agree as follows:

12 SECTION I - DEFINITIONS

13 A. "Over-sizing" means the difference between the diameter of
14 the Project, had the Project been constructed and installed
15 at the size which would otherwise be required to serve the
16 Development, and the diameter of the Project, at the request
17 of the City, that is actually constructed and installed.

18 B. "Plans and specifications" means the engineering designs,
19 drawings and specifications which give a detailed description
20 of the complete construction and installation of the Project,
21 including the over-sizing, which plans and specifications
22 have heretofore been submitted to, and approved by, the City.
23 Copies of the plans and specifications are on file with the
24 City's Department of Public Works.

1 C. "Uniform Standard Specifications" means those publications
2 entitled, "Uniform Standard Specifications for Public Works
3 Construction, Off-Site Improvements, Clark County Area,
4 Nevada, Third Edition" adopted by the City of Las Vegas, June
5 16, 1993, and "Design and Construction Standards for
6 Wastewater Collection Systems, 1991" adopted by the City of
7 Las Vegas, August 21, 1991.

8 SECTION II - OBLIGATIONS OF DEVELOPER

9 A. Covenant of Installation:

10 1. The Developer hereby agrees to construct and install
11 the entire Project, in accordance with the plans and
12 specifications, at its sole cost and expense, subject
13 to the right of the City to designate the type of
14 appurtenances and any other relevant matter which it
15 considers is necessary for the construction of its
16 municipal sewer system provided, however, that the City
17 agrees to reimburse the Developer for the costs which
18 the Developer incurs in constructing and installing the
19 over-sizing. It is acknowledged that the limits of the
20 Project are designated on Exhibit "A" which is attached
21 hereto and by this reference made a part hereof.

22 2. The Project shall include all materials and equipment,
23 such as sewer lines, manholes, lateral stub-outs and
24 other appurtenances which are constructed and installed

1 between the boundary of the Development which is
2 nearest to the terminal point of the City's existing
3 sewer system and such terminal point as is more
4 particularly shown on Exhibit "A".

5 3. The Developer agrees to perform all survey and design
6 work which is necessary for the construction and
7 installation of the Project, in accordance with the
8 plans and specifications, at its sole cost and expense
9 without any right of reimbursement from the City.

10 B. Basis for Estimated Costs:

11 It is acknowledged that the estimated costs for which the
12 Developer is entitled to reimbursement for constructing and
13 installing the over-sizing which is provided for in Section
14 IV hereof is based upon written bids for the installation of
15 the Project which the Developer has obtained from at least
16 three (3) contractors who are duly licensed by the State of
17 Nevada and are acceptable to the City. (The City may waive
18 the requirement of written bids if good cause for such waiver
19 is shown by the Developer, in which event the estimated costs
20 of the over-sizing will be established in a manner which is
21 mutually acceptable to the City and to the Developer.)

22 C. Installation Standards:

23 The Developer agrees that the Project will be installed in a
24 good and workmanlike manner according to the plans and

1 specifications, the Uniform Standard Specifications and the
2 Design and Construction Standards for Wastewater Collection
3 Systems.

4 SECTION III - RIGHT OF REIMBURSEMENT

5 It is understood and agreed by the Parties hereto that the
6 Developer shall be reimbursed for the costs which it incurs in
7 constructing and installing the project, subject to the
8 limitations which are contained in Section VII hereof. It is
9 specifically understood, however, that all of the costs and
10 expenses of installing a sewer system within the Development are
11 the sole responsibility of the Developer without any right of
12 reimbursement from the City.

13 SECTION IV - COSTS OF EXTENSION AND OVERSIZING

14 AND AMOUNT REFUNDABLE

15 A. It is agreed by the Parties hereto that the costs of the
16 construction and installation of the extension and over-
17 sizing which are subject to reimbursement under the terms of
18 this Agreement have been determined pursuant to the
19 calculations set forth on Exhibit "B" which is attached
20 hereto and by this reference made a part hereof.

21 B. It is acknowledged that the estimated costs of the
22 construction and installation of the over-sizing which are
23 set forth on Exhibit "B" are based upon estimates which have
24 been obtained by the Developer and approved by the City and

1 represent, subject to the limitations which are contained in
2 Section VII hereof, the maximum amount to which the Developer
3 will be entitled to reimbursement for the construction and
4 installation of the Project. All other costs and expenses
5 which the Developer incurs in connection with the Project
6 shall be the responsibility of the Developer. Additionally,
7 if the actual costs of the construction and installation of
8 the extension are less than the estimated costs thereof, the
9 Developer shall be entitled to reimbursement only for such
10 actual costs, subject to the limitations which are contained
11 in Section VII hereof.

12 SECTION V - OBLIGATIONS OF CITY

- 13 A. The City will reimburse the Developer, within thirty (30)
14 calendar days after the City's acceptance of the Project, for
15 that portion of the costs thereof which are attributable to
16 the over-sizing, as the same is determined in accordance with
17 Section IV above.
- 18 B. As a condition precedent to any such reimbursement, the
19 Developer must submit to the City a written request for
20 payment, a statement of completion of the Project (per plans
21 and specifications), a lien release from the Developer's
22 contractor(s) and materials suppliers for all materials and
23 labor, a statement from all subcontractors affirming that
24 they have received payment in full, an itemized invoice

1 reflecting actual costs paid and a bill of sale transferring
2 the ownership of the sewer line and appurtenances to the
3 City.

- 4 C. The City agrees, by its acceptance of the Project, to be
5 responsible for the operation and maintenance thereof, except
6 as is otherwise provided in Section X hereof which pertains
7 to repairs that are necessitated by any defective material or
8 faulty workmanship in the construction and installation of
9 the Project or the faulty design thereof.

10 SECTION VI - TIME OF PERFORMANCE

11 This Agreement shall become effective upon the execution hereof
12 and the right of the Developer to reimbursement hereunder shall
13 cease and terminate when the Developer has received full
14 reimbursement of the costs which are incurred therefor.

15 SECTION VII - LIMITATION ON AMOUNT OF REIMBURSEMENT

16 The right of reimbursement for the over-sizing shall be limited to
17 the estimated costs of the over-sizing which are set forth on
18 Exhibit "B" or the actual direct costs which are attributable to
19 the over-sizing, whichever is the lesser.

20 SECTION VIII - GUARANTEE OF RIGHT OF ACCESS

- 21 A. In order to guarantee that the City will have access to any
22 and all portions of the Project for the purpose of
23 maintaining and repairing the same, the Developer hereby
24 agrees that:

- 1 1. Except as is otherwise provided in Paragraph 3 hereof
2 the Developer will dedicate to the City an easement
3 over and across, or fee title to, as requested by the
4 City, a strip of land which is twenty (20) feet in
5 width, extending the length of the Project, and which
6 contains the Project;
- 7 2. If the Project is installed on privately owned lands,
8 other than lands which are owned by the Developer, the
9 Developer will obtain and dedicate to the City an
10 easement over and across, or fee title to, as requested
11 by the City, a strip of land which is twenty (20) feet
12 in width, extending the length of the Project, and
13 which contains the Project;
- 14 3. If the land in which the Project is installed will
15 become part of a street which will be dedicated for
16 public use, as a part of the Development, the right of
17 access shall be included in the dedication of that
18 street; and
- 19 4. Any such dedication shall provide therein that no
20 building, structure, tree, shrub or other improvement
21 or obstacle may be placed in or near the area which is
22 dedicated thereby in such a manner as to interfere with
23 the use of such strip of land in accordance with the
24 provisions hereof, and any easement which is conveyed

1 to the City shall additionally provide for the right of
2 the City to operate, maintain, repair, replace or
3 relocate the Project or to alter the size, number of
4 pipelines or other appurtenances which are installed
5 therein.

6 SECTION IX - RIGHT OF INSPECTION

7 The City shall have the right, but not the obligation, at any time
8 and from time to time to inspect the construction and installation
9 of any part of the Project. The Developer agrees that any
10 inspection of the installation of the Project which is conducted
11 by the City hereunder or the City's subsequent acceptance of the
12 Project shall not relieve or release the Developer from its
13 responsibility to correct any defective material or faulty
14 workmanship, or both, in the construction and installation of the
15 Project or any problem which results from the negligent design
16 thereof as provided in Section X hereof.

17 SECTION X - CORRECTION OF DEFECTIVE MATERIALS,

18 FAULTY WORKMANSHIP AND NEGLIGENT DESIGN

19 The Developer hereby accepts full responsibility for the quality
20 of the materials and workmanship in the construction and
21 installation of the Project and for the design thereof and
22 covenants and agrees, for a period of one (1) year after the
23 City's acceptance of the Project and upon notification by the
24 City, to correct any defective material or faulty workmanship, or

1 both, in the construction and installation of the Project and any
2 problem which results from the negligent design of the Project.

3 In the event that the Developer fails or refuses to make any such
4 correction, the City shall have the right, but not the obligation,
5 to repair the Project and the Developer hereby agrees to reimburse
6 the City for the costs which it incurs in so doing.

7 SECTION XI: INDEMNITY

8 Notwithstanding any of the insurance requirements hereinabove set
9 forth or limits of liability set forth therein, Developer shall
10 protect, indemnify and hold harmless the City, its officers and
11 employees from any and all claims, damages, losses, expenses,
12 suits, actions, decrees, judgements, attorney fees and court costs
13 which the City, its officer or employees may suffer, or which may
14 be sought against, recovered from or obtainable against the City,
15 its officers or employees as a result of, by reason of, or arising
16 out of the negligent acts or omissions of the Developer, its
17 subcontractors, or agents or anyone employed by the Developer or
18 its subcontractors or agents, in fulfillment or performance of the
19 terms, conditions or covenants of this AGREEMENT.

20 It is expressly agreed that the City and the Developer shall each
21 initially pay their respective costs in defending themselves in
22 any and all suits or actions which may be brought against them,
23 their officers or employees because of, or by reason of, the
24 negligent act or omission of either of them unless such suit or

1 action is defended on their behalf by the PROJECT contractor.
2 However, the parties hereto agree that in the event the suit or
3 action is reduced to judgment then the cost of such defense shall
4 be ultimately divided or distributed between the parties in the
5 following manner:

6 A. An adjudication by the court or trier of fact that neither
7 the City nor the Developer is responsible or liable for the
8 plaintiffs' injuries or damages, then each party shall bear
9 its own costs and expenses of litigation.

10 B. An adjudication by the court or trier of fact that the
11 Developer is solely or partly responsible and liable for the
12 plaintiffs' injuries or damages while the City is relieved of
13 any responsibility and liability, then the Developer shall
14 reimburse the City for all of its costs and expenses of
15 litigation;

16 C. An adjudication by the court or trier of fact that the City
17 is solely or partly responsible for the plaintiffs' injuries
18 or damages while the Developer is relieved of any
19 responsibility and liability, then the City shall reimburse
20 the Developer for its costs and expenses of the litigation;

21 D. An adjudication by the court or trier of fact which
22 determines responsibility and liability on a comparative
23 basis between the parties, then the City and the Developer
24 shall share in the total costs and expenses of litigation in

1 that amount determined by multiplying the total percentage of
2 fault or liability attributable to the respective parties by
3 the total costs and expenses of litigation.

4 In the event that the suit or action is settled between the
5 litigants, each party shall be responsible for all of its costs
6 and expenses of litigation, unless the settlement agreement
7 provides otherwise.

8 SECTION XII - OWNERSHIP OF PROJECT

9 A. Upon the completion of the Project, and as a condition
10 precedent to the acceptance thereof by the City, the
11 Developer agrees to furnish to the City a good and sufficient
12 Bill of Sale which (i) includes all of the sewer lines and
13 appurtenances which are components of the Project, (ii)
14 attests to the fact that all of such components are free and
15 clear of all liens and other encumbrances and (iii) conveys
16 to the City all right, title and interest in and to the
17 Project.

18 B. It is understood and agreed that the Project shall
19 thereafter, upon its acceptance by the City, become and
20 remain the exclusive property of the City.

21 SECTION XIII - RIGHT OF TERMINATION

22 A. Except for the obligation of the City which is provided for
23 in subsection B of this Section XII, the City shall have the
24 right to terminate this Agreement at any time, with or

1 without cause, upon thirty (30) days' prior written notice to
2 the Developer. Such notice shall be deemed to have been
3 given on the date on which it is delivered in person to a
4 representative of the Developer or is deposited with the
5 United States Postal Service, postage prepaid and certified -
6 return receipt requested, and addressed to the Developer at,
7 1635 Village Center Circle, Las Vegas, Nevada 89134 or such
8 other address as the Developer may hereafter, from time to
9 time, designate to the City in writing.

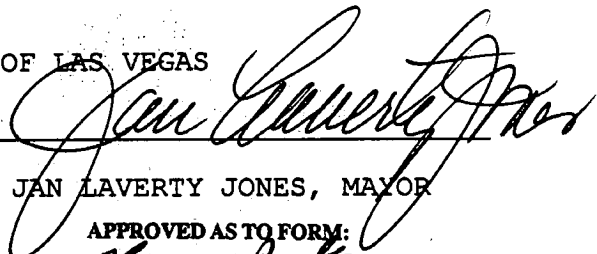
10 B. Any funds which have been expended by or on behalf of the
11 Developer for the construction and installation of the
12 Project as of the date of the Developer's receipt of such
13 written notice shall be reimbursed to the Developer as
14 hereinabove provided.

15
16 SECTION XIV - ASSIGNMENT

17 This Agreement shall be binding upon, and shall inure to the
18 benefit of, the Parties hereto and their respective successors, legal
19 representatives and assigns.
20
21
22
23

1 IN WITNESS WHEREOF, the Parties hereto have caused this Agreement
2 to be executed by their duly authorized representatives the day and year
3 first above written.

4 CITY OF LAS VEGAS

5 BY: 

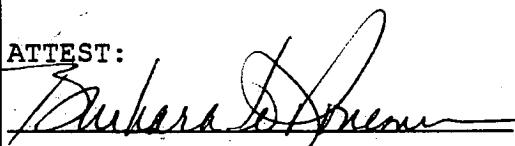
JAN LAVERTY JONES, MAYOR

APPROVED AS TO FORM:



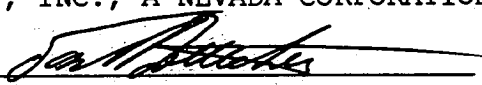
2-11-99 Date

6 ATTEST:

7 

8 BARBARA JO RONEMUS, CITY CLERK

9 PN II, INC., A NEVADA CORPORATION

10 BY: 

11 DONALD BOETTCHER,

12 ATTORNEY-IN-FACT

13
14 ATTEST:

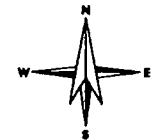
15 

16 MARSHA BEAN, PROJECT COORDINATOR
17
18
19
20
21
22
23



Exhibit A **Eagle Creek** **Estates North** **Unit 1** **Oversize Agreement**

— Oversize Limits



0 100 200 300 400



SCALE IN FEET

EXHIBIT "B"
COST OF CONSTRUCTION

1. Developer: PN II, Inc., A Nevada Corporation dba Pulte Homes of Nevada
1635 Village Center Circle
Las Vegas, Nevada 89134

2. Development: Eagle Creek Estates North Unit 1

3. Engineer: Carter-Burgess
6655 Bermuda Road
Las Vegas, Nevada 89119

4. Basis for Over-sizing Costs - Prices for the over-sizing portion of this agreement
are based upon the lowest cost differential as submitted by:

DOW Industries
2606 E. LaMadre Way
Las Vegas, Nevada 89031

5. Estimated Costs of the Project

Over-sizing Portion of the Project - Sewer in Bradley Road from Bullring Avenue
to Azure Drive

18-inch pipe - 730 feet
60-inch manhole - 2 each

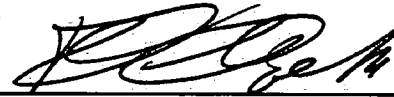
Total Over-Size Item Costs \$25,100.00

Project Costs without Over-sizing

8 inch pipe - 730 feet
48-inch manhole - 2 each

Total Costs without Over-Sizing \$17,730.00

Pipe Oversizing Reimbursable Amount \$7,370.00

CITY COUNCIL
MEETING OF
April 12, 1999**AGENDA DOCUMENTATION****TO:** City Council**FROM:** Richard D. Goecke, Director
Department of Public Works**SUBJECT:** APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH DUNHAM ASSOCIATES, CONSULTING ENGINEERS FOR DESIGN SERVICES ON A NEW WASTE WATER SYSTEM IN THE CITY HALL TOWER BREAKROOMS.**PURPOSE/BACKGROUND**

The current city hall was constructed in 1976. Throughout the years the breakroom drains have had material put down (coffee grounds, etc.) That has accumulated to the point of completely plugging the drains.

This contract is to design a new system to replace all the existing drains and associated vent stacks in the breakrooms only. In connection with the mechanical systems, the contract will also include architectural issues required to open the walls and repair them to original condition. The design fees are "not-to-exceed" \$16,000.00.

All other drains (restroom toilet and sinks) are fully operational and will not be affected by this contract.

FISCAL IMPACT

THE BUDGETED AMOUNT FOR THE ENTIRE PROJECT IS \$200,000. THE DESIGN FEES ARE "NOT-TO-EXCEED" \$16,000.00. THERE ARE FUNDS ALLOCATED IN THE 1999-2000 CIP.

RECOMMENDATIONS**APPROVAL**

Agenda Item

PROFESSIONAL SERVICES AGREEMENT
Replace Waste Water Lines in City Hall Tower

THIS AGREEMENT, made and entered into as of the first day of March, 1999 by and between the CITY OF LAS VEGAS, a municipal corporation, (hereinafter referred to as "CITY"), and Dunham Associates, Consulting Engineers (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, the CITY intends to replace the break room vertical waste water stack on both sides of the building in the ten story City Hall Tower, and to inspect and clean the waste lines beyond the tower that are not replaced. Scope is defined in detail in Appendix A. (hereinafter referred to as the "PROJECT"); and

WHEREAS, the CITY desires to obtain quality professional services of the CONSULTANT to perform design and preparation of contract bid documents for the construction of the PROJECT; and

WHEREAS, the CONSULTANT is properly registered and qualified in accordance with the Nevada Revised Statutes and has the personnel and facilities necessary to perform such services within the required time; and

WHEREAS, the CONSULTANT's scope of service and compensation have been arrived at after meaningful negotiations between the CITY and the CONSULTANT.

NOW THEREFORE, in consideration of the premises contained herein, the parties hereto agree to the following terms, conditions and covenants set forth in Section I through XI hereof;

SECTION I

RESPONSIBILITY OF CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, its subcontractors and consultants and its and their principals, officers, employees and agents under this

AGREEMENT. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional technical engineering standards.

- B. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent federal, State, and local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT shall not produce a design which violates or infringes on any patent rights. The CONSULTANT shall without additional compensation, correct or revise any error or deficiencies in its design, drawings, specifications, reports and other services. The CONSULTANT shall pay all damages, costs and expenses caused by, resulting from, or arising out of CONSULTANT's negligent performance in its design, drawings, specifications, reports and other services. Permitted or required approval by the CITY of any products or services furnished by CONSULTANT shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy of its services.

CITY review, approval, acceptance, or payment for any of CONSULTANT's services herein shall not be construed to operate as a waiver of any rights enjoyed by the City under this AGREEMENT or of any cause or action arising out of the performance of this AGREEMENT, and CONSULTANT shall be and remain liable in accordance with the terms of this AGREEMENT and applicable law for all damages to CITY caused by CONSULTANT's negligent acts, errors or omissions in performance of this AGREEMENT.

- C. CONSULTANT shall assign Kris Kalkowski to manage the PROJECT. All of the services specified by this AGREEMENT shall be performed by the Project Manager, or by CONSULTANT's associates and employees identified in the CONSULTANT's proposal under the personal supervision of the Project Manager. All employees identified in the CONSULTANT's cost proposal shall be subject to approval by CITY's

representative. Should the Project Manager, or any key employee of CONSULTANT be unable to complete his or her responsibility for any reason, the CONSULTANT will replace him or her with a qualified person whom the CITY's representative finds satisfactory. If CONSULTANT fails to make a required replacement within 30 days, CITY may terminate this AGREEMENT for default.

- D. The CONSULTANT shall not produce a design or specification which would be in violation of NRS Chapter 338 entitled "Public Works Projects".
- E. CONSULTANT shall furnish CITY's representative copies of all correspondence to regulatory agencies for approval and review prior to mailing such correspondence.
- F. The CONSULTANT agrees that its officers, partners and employees will cooperate with the CITY in the performance of services under this AGREEMENT and will be available for consultation with CITY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- G. The rights and remedies of the CITY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this AGREEMENT.

SECTION II

RESPONSIBILITY OF CITY

- A. The CITY agrees that its employees will cooperate with CONSULTANT in the performance of services under this AGREEMENT and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services to be performed by CONSULTANT under this AGREEMENT shall be subject to periodic review by CITY's

representative. The review comments of CITY's representative shall be reported in writing to CONSULTANT by CITY's representative. To prevent an unreasonable delay in CONSULTANT's work, the CITY's representative will endeavor to examine all reports, drawings, specifications, and other documents and will respond in writing to the CONSULTANT within ten working days of receipt of such documents. It is understood that CITY's representative's review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this AGREEMENT.

- C. CITY shall, without charge, furnish to or make available for examination or use by CONSULTANT as it may request, any data which CITY has available, including as examples only and not as a limitation:
 - 1. Copies of reports, maps, plans, surveys, records, and other documents pertinent to streets, traffic, utilities, public properties, property developments and other physical features.
 - 2. Copies of previously prepared reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this AGREEMENT.
- D. CITY shall assist CONSULTANT in obtaining data and documents from public officers or agencies and from private citizens and business firms whenever the CITY determines that such material is necessary for the completion of the services specified by this AGREEMENT.

SECTION III

SCOPE OF SERVICES

Services to be performed by the CONSULTANT shall consist of the services described in Exhibit A of this AGREEMENT.

SECTION IV

CHANGES TO SCOPE OF SERVICES

- A. The CITY may at any time, by written order, make changes within the general scope of this AGREEMENT and in the services or work to be performed. If such changes cause an increase or decrease in the CONSULTANT'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 the CONSULTANT for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the CONSULTANT of notification of change unless the CITY grants in writing a further period of time before the date of final payment under this AGREEMENT.
- B. No services due to a change in scope for which additional compensation will be charged by the CONSULTANT shall be furnished without the written authorization of the CITY.

SECTION V

ADDITIONAL SERVICES OF CONSULTANT

- A. Additional services will be provided only as specifically authorized in writing by the CITY's representative and consist of the work described in Exhibit B. Any other work determined by CITY as essential to efficient and timely completion of the project shall require formal amendment to this AGREEMENT.
- B. The CONSULTANT shall notify CITY in advance of any additional costs which may be incurred prior to attending such meetings or public hearings as may be necessary to clarify the interpretation of the work performed by CONSULTANT under this AGREEMENT.

SECTION VI SUBCONTRACTS

CONSULTANT agrees to include in all professional engineering subcontracts in connection with performance of the terms and obligations imposed under this AGREEMENT the following:

- A. A provision that CONSULTANT 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 CONSULTANT 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 CONSULTANT for said subcontracted work, the subcontractor's only recourse is against the CONSULTANT and not against the CITY, either through the institution of legal or equitable action or the attachment of any lien.
- B. A provision that the subcontractors have no more rights against the CITY than that of the CONSULTANT.
- C. 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 deviation, changes or modifications in writing.
- D. 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 CONSULTANT as provided in that Section entitled "Insurance" of this AGREEMENT.

SECTION VII TERM OF AGREEMENT

This AGREEMENT shall be in force and effect from and after the day on which the CITY gives notice to the CONSULTANT to begin work under this AGREEMENT. This

shall remain in effect until one (1) year has elapsed after the final payment for services under this AGREEMENT is made. This section shall not be construed to relieve either party of its obligations to perform under this AGREEMENT while the AGREEMENT is in effect. Termination of this AGREEMENT shall not release either party from any of its continuing obligations hereunder. This section shall not be construed to change any disputes arising out of this AGREEMENT or in connection with the subject matter hereof, nor shall this section be construed to change the date or the time on which a cause of action arising out of this AGREEMENT or the subject matter hereof, would otherwise accrue under the statutes of limitations or doctrines of law.

SECTION VIII

COMPENSATION AND TERMS OF PAYMENT

A. General

Progress Payments: Once each month, the CITY shall pay the CONSULTANT for services performed under Section entitled "Scope of Services" of this Agreement.

B. Compensation and Method of Payment for Design Services:

1. The CITY shall pay the CONSULTANT for services identified in Section III entitled "Scope of Services", an hourly fee set forth in Exhibit "C", for the services actually provided in the performance of this agreement, which fee shall not in any event exceed \$16,000.00. The CONSULTANT shall prepare monthly and submit to CITY's representative in writing a complete statement of costs which shall include hours of actual work completed.
2. Payment shall be due within 45 days after the date of receipt and approval by CITY's representative of monthly invoices describing the work performed during the preceding month.
3. The CITY agrees to pay CONSULTANT for any services described in Section V entitled "Additional Services of Consultant", only if the services are requested in writing by the CITY's

representative. Payment will be in accordance with paragraphs 1 and 2 of this section for additional services rendered in connection with Exhibit B. An amount up to, but not exceeding \$2,000.00 may be authorized for service performed under Section entitled "Additional Services of Consultant". The total amount of this entire AGREEMENT shall not exceed \$16,000.00.

4. Billings shall be submitted each month for work performed during the previous month in accordance with the labor rates as shown on Exhibit "C", with an original and one copy to the CITY'S representative in the format attached as Exhibit "D".
5. Upon approval of such billings by CITY's representative, payment shall be made to CONSULTANT of ninety-five percent (95%) of the agreed amount, less all previous payments. The remaining five percent (5%) shall be retained as noted in paragraph 7 below.
6. CITY's representative shall subtract from any payment made to CONSULTANT all damages, costs and expenses caused by, resulting from or arising out of negligent errors or deficiencies in CONSULTANT's designs, drawings, specifications, reports and other services which have not previously been paid by CONSULTANT. The CITY's representative shall provide a written statement to the CONSULTANT of the damages, costs and expenses which have been subtracted from any payment to the CONSULTANT along with appropriate documentation and receipts, if any, and a description of the negligent errors or deficiencies attributed to the CONSULTANT.
7. Upon satisfactory completion by CONSULTANT of the services called for under the terms of the AGREEMENT, and upon acceptance of such work by CITY, which acceptance will not be unreasonably withheld, CONSULTANT will, within forty-five (45) days of CITY's receipt of such request, be paid the unpaid balance of all money due for such work, including the retained percentages.

SECTION IX

TIME OF PERFORMANCE

CONSULTANT shall furnish CITY's representative a schedule for performance of services not later than five calendar days after CONSULTANT receives written notice to proceed from CITY's representative. The schedule shall set forth not more than sixty (60) calendar days, as a period of time which may reasonably be required to complete the services identified in Exhibit A. The format of the schedule for performance of services shall be based on a cost-loaded, task-oriented diagram. In preparing the project schedule, the CONSULTANT will provide a ten (10) working day allowance for each CITY review period. If the CONSULTANT's performance of services is delayed or if the CONSULTANT's sequence of tasks is changed, he shall notify the CITY's representative in writing of the reasons for the delay. The CONSULTANT shall then prepare a revised schedule for performance of services and submit the revised schedule to the CITY's representative. The CONSULTANT shall perform and complete the work according to the schedule furnished to CITY's representative. If the CONSULTANT is delayed by conditions within his control, as determined by CITY after consultation with the CONSULTANT, 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 fifteen percent (15%) until such time as the CONSULTANT has complied with the schedule requirement or presented an acceptable plan for such compliance.

SECTION X

AUDIT: ACCESS TO RECORDS

- A. The CONSULTANT shall maintain books, records, documents and other evidence directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles and practices consistently applied. The CONSULTANT shall also maintain the financial

information and data used by the CONSULTANT in the preparation or support of the cost submission and a copy of the cost summary submitted to the CITY. The CITY, or any of their duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The CONSULTANT will provide proper facilities for such access and inspection. Negotiated fixed rates will not change due to an audit.

- B. The CONSULTANT agrees to include paragraphs A through E of this Section in all his contracts and all their subcontracts directly related to performance of services specified in this AGREEMENT which are in excess of \$10,000.
- C. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).
- D. The CONSULTANT agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraphs A and B above, to any of the agencies referred to in paragraph A above, provided that the CONSULTANT is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the CONSULTANT.
- E. Records under paragraphs A and B above shall be maintained and made available during performance under this AGREEMENT and until three years from date of final payment for the project. In addition, those records which relate to any arbitration appeal, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution, litigation, claim or exception.

SECTION XI

MISCELLANEOUS PROVISIONS

A. SUSPENSION:

City may suspend performance by CONSULTANT under this AGREEMENT for such period of time as CITY, in its sole discretion, may prescribe by providing written notice to CONSULTANT at least ten working days prior to the date on which CITY wishes to suspend. Upon such suspension, CITY shall pay CONSULTANT its compensation, based on percentage of project completion, earned until the effective date of suspension less all previous payments. CONSULTANT shall not perform further work under this AGREEMENT after the effective date of suspension until receipt of written notice from CITY to resume performance. In the event the CITY suspends performance by CONSULTANT for any cause other than the error or omission of the CONSULTANT for an aggregate period in excess of thirty days, CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to CONSULTANT under this AGREEMENT to reimburse CONSULTANT for additional costs occasioned as a result of such suspension of performance by CITY. In no event will the CITY be liable to the CONSULTANT for more than \$16,000.00.

B. TERMINATION:

The CITY reserves the right to terminate this AGREEMENT without cause or default on the part of the CONSULTANT with ten (10) days prior written notification to the CONSULTANT. Notification of the CONSULTANT is deemed to have occurred on that date that the CONSULTANT receives written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section entitled "Notice" of the AGREEMENT.

In the event of termination, without cause or default, the CITY agrees to pay to the CONSULTANT the reasonable value for all work and services performed to the date of termination in accordance with the section entitled "Compensation and Terms of Payment" of this AGREEMENT.

C. DEFAULT

1. The occurrence of any of the following events shall be a default by CONSULTANT hereunder (hereinafter called "Events of Default"):

- a. If CONSULTANT shall default in the due observance and performance of any term, condition or covenant contained herein.
- b. If CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of CONSULTANT for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by CONSULTANT for the purpose of effecting any of the foregoing;
- c. If any warrant, execution or other writ shall be issued or levied upon any property or assets of CONSULTANT and shall continue unvacated and in effect for a period of thirty (30) days; or
- d. If CONSULTANT should, in the judgment of the CITY, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule set forth in the Section entitled "Time of Performance" of the AGREEMENT.

Then, if any such Event of Default continues for three (3) working days after written notice to the CONSULTANT, CITY may, without prejudice to any other remedy it may have, at law or in equity, (a) terminate this AGREEMENT, suspend payment of all pending invoices otherwise due to the CONSULTANT hereunder, finish the work by such means as the CITY may see fit, deduct from any balance due CONSULTANT the reasonable and necessary 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 this PROJECT and paying the excess, if any, to CONSULTANT and in the event the cost of finishing CONSULTANT's work exceeds the balance due CONSULTANT, such excess shall be paid by CONSULTANT to the CITY within five (5) days of invoicing by the CITY or (b) terminate this AGREEMENT and all the obligations imposed hereunder, including the obligation of any further payment for the services of the CONSULTANT except for the reasonable value for all work and services performed to the date of termination. The costs and expenses of completing the work of CONSULTANT shall be computed and audited by the CITY's designated representative. The audit shall be made in accordance with generally accepted accounting principles and the CONSULTANT shall pay all costs of such audit.

2. It is expressly agreed that the CITY reserves the right to offset any and all claims made by CONSULTANT for payment of its fees hereunder or the reimbursement of additional costs it incurred, with any claims that the CITY might have against CONSULTANT for failure to comply with any of the terms and conditions of this AGREEMENT.

D. OWNERSHIP OF DOCUMENTS

All plans, drawings, specifications, studies and documents specifically to include magnetic media prepared or assembled by the CONSULTANT or any subcontractors which are related to the performance of this AGREEMENT are deemed to be the property of the CITY. In the event of completion or termination of this AGREEMENT, the CITY reserves the right to require delivery of any and all plans, drawings, specifications, studies and documents not in its possession. Any use of such completed documents for other projects and/or any use of incomplete documents without specific written authorization from the CONSULTANT will be at the CITY's sole risk. The CONSULTANT shall be entitled to a reproducible copy of all work products furnished to the CITY.

E. INSURANCE

CONSULTANT shall procure and maintain, at its own expense, during the entire term of this AGREEMENT, the following insurances:

1. Nevada State Industrial Insurance System (SIIS). Such insurance will protect CONSULTANT and CITY from employee claims based on job related sickness, disease, or accident.
2. Comprehensive general liability (bodily injury and property damage) insurance with respect to CONSULTANT's agents and vehicles assigned to the prosecution of work under this AGREEMENT in a policy limit of not less than \$1,000,000.00 per occurrence. CONSULTANT's general liability insurance policies shall be endorsed to include the CITY as additional insured.
3. Professional liability insurance, for the protection from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable; such professional liability insurance will provide for coverage in an amount of not less than \$1,000,000.00 for the period of time covered by this AGREEMENT.
4. The CONSULTANT's Comprehensive General Liability and Professional Liability insurance policies shall automatically include or be endorsed to cover CONSULTANT's contractual liability to CITY to waive subrogation against CITY, its officers, agents, servants and employees; and to provide that CITY will be given thirty days' notice in writing of any cancellation of, or material change in, the policies.
5. The certificate for each insurance policy shall be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention will be allowed without the written approval of CITY.

6. Certificates indicating that such insurance is in effect shall be delivered to the CITY before work is begun under this AGREEMENT. If the CONSULTANT is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this contract and the Certificate of Insurance shall state that coverage is claims made and the retroactive date. Upon availability, the CONSULTANT shall maintain coverage for the duration of this contract and for two years following the completion of this contract. The CONSULTANT shall provide the CITY annually a Certificate of Insurance as evidence of such insurance. It is further agreed that the CONSULTANT and/or Insurance Carrier shall provide the CITY with 30-day advance notice of policy cancellation.

F. INDEMNITY

Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, CONSULTANT shall protect, indemnify and hold harmless the CITY, its officers and employees from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the CITY suffers, its officers or employees suffer as a result of, or arising out of the negligent acts or omissions of the CONSULTANT, its subcontractors, or agents or anyone employed by the CONSULTANT or its subcontractors or agents, in fulfillment or performance of the terms, conditions or covenants of this AGREEMENT.

G. ASSIGNMENT

The CITY and the CONSULTANT each bind itself and its partners, successors, administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this AGREEMENT, except neither the CITY nor the CONSULTANT shall assign, sublet or transfer its interest in this AGREEMENT without the written consent of the other. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

H. WAIVER

No consent or waiver, express or implied, by either party to this AGREEMENT or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the CITY or the failure of the CITY to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release CONSULTANT of any of its obligations hereunder.

I. DESIGNATION OF REPRESENTATIVE

The Director of General Services or his authorized representative is hereby designated as the CITY's representative with respect to the work to be performed under this AGREEMENT. Said representative shall have complete authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the services of the CONSULTANT.

J. CONSULTANT WARRANTIES

CONSULTANT represents and warrants:

1. That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this AGREEMENT; that it is able to furnish the plant, tools, materials, supplies, equipment and labor, and 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 CONSULTANT holds a license, permit or other special license to perform the services included in this AGREEMENT, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

K. CONSULTANT'S EMPLOYEES

The CONSULTANT shall be responsible for maintaining satisfactory standards of

employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the CONSULTANT fails to remove any employee from the contract work whom the CITY deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the CITY to be contrary to the public interest, the CITY reserves the right to require such removal as a condition for the continuation of this AGREEMENT.

L. INDEPENDENT CONTRACTOR

It is hereby expressly agreed and understood that in the performance of the services provided herein, the CONSULTANT and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the CITY.

M. APPLICABLE LAW

This AGREEMENT shall be construed and interpreted in accordance with the laws of the state of Nevada.

N. COMPLIANCE WITH LAWS

The CONSULTANT shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this AGREEMENT, including the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

O. SEVERABILITY

In the event that any provisions of this AGREEMENT shall be held to be invalid or unenforceable, the remaining provisions of this AGREEMENT shall remain valid and binding on the parties hereto.

P. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or entity has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the CITY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

Q. **ARBITRATION**

1. All claims, disputes and other matters in question between the parties to this AGREEMENT, arising out of or relating to this AGREEMENT or the breach thereof, may, upon the agreement of the parties, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then existing unless the parties mutually agree otherwise. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent which contains a specific reference to this AGREEMENT and which is signed by the CITY and the CONSULTANT. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This AGREEMENT to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the CITY and the CONSULTANT shall be specifically enforceable under the prevailing arbitration law.
2. It is further expressly agreed and understood between the parties that in the event either party is named as a party to any arbitration action arising out of, or resulting from, the CONSULTANT's services as defined in the AGREEMENT or the PROJECT, both parties agree and irrevocably consent, at the option of the other, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of either party hereunder is conditioned upon the handling of such arbitration in accordance with Construction Industry rules of the Nevada Arbitration Association or the American Arbitration Association.

None of the time provisions imposed under Subsection 3 and 4 apply to the joinder rights provided herein in such a way as to

preclude either party from joining the other 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.

3. In order for the CONSULTANT to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the CITY within sixty (60) days after the claim, dispute or other matter arises. In order for the CITY to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the CONSULTANT within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the 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.
4. The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any 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 and with the American Arbitration Association within sixty (60) 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.
5. 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 of discovery provided under the Nevada Rules of Procedure.

6. 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.
7. By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then existing. The sixty (60) day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto; and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

R. CONFIDENTIALITY

CONSULTANT shall treat all information relating to the Project and all information supplied to the CONSULTANT by the CITY as confidential and proprietary information of the CITY and shall not permit its release by CONSULTANT's employees to other parties or make any public announcement or publicity release without the CITY's written authorization. CONSULTANT shall also require subcontractors and vendors to comply with this requirement.

S. SITE INSPECTION

CONSULTANT represents that it has visited the location or locations of the PROJECT and has satisfied itself as to the general condition thereof and that the CONSULTANT's compensation as provided for in the AGREEMENT is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

T. MODIFICATION

All modification or amendments to this AGREEMENT are null and void unless reduced to writing and signed by the parties hereto.

U. NOTICE

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or U.S. mail at the following addresses:

TO CITY:

City of Las Vegas
Building Services Division
att. Marshall Hutchinson
3104 East Bonanza Rd
Las Vegas, NV 89101

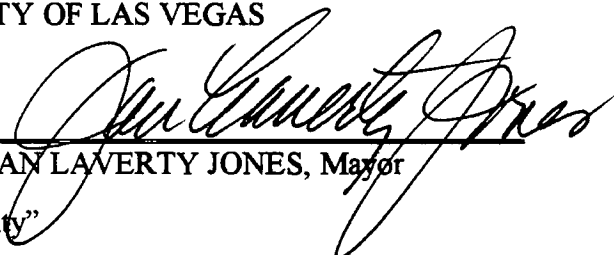
TO CONSULTANT:

Dunham Associates, Consulting Engineers
att. Greg Maestas
3024 Rigel Ave.
Las Vegas, NV 89102

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

CITY OF LAS VEGAS

By

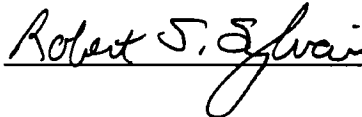

JAN LAVERTY JONES, Mayor

"City"

ATTEST:

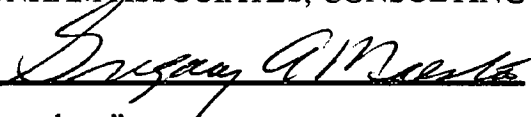

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:


Robert S. Sylvain 1-6-99
Date

DUNHAM ASSOCIATES, CONSULTING ENGINEERS

By


"Consultant"

EXHIBITS

- EXHIBIT A - Scope of Services
- EXHIBIT B - Additional Services, Reimbursable Expenses
- EXHIBIT C - Cost Derivation, Rate Schedule
- ~~EXHIBIT D - Invoice Format~~

APPENDIX A**LIST OF BASIC SERVICES WHICH WILL BE PROVIDED****MECHANICAL****A. Specifications**

Standard Division 15 format.

B. Plumbing

1. Survey existing plumbing waste and vent system and prepare as-built drawings of the system.
2. Prepare contract drawings and specifications showing the removal and replacement of the referenced waste and vent system and any fixtures, casework, drywall and architectural features which are directly affected.
3. Prepare statement of work for contractor to visually inspect and clean existing associates waste and vent piping which shall remain in service.

C. Construction Support

1. Review contractor's shop drawings.
2. Provide construction observations consisting of four (4) trips during the construction phase of the project.
3. Provide a final observation and punchlist of the completed construction.
4. Provide a reproducible set of "record drawings" of the completed project based upon contractor's mark-ups.

APPENDIX B

DUNHAM ASSOCIATES, INC.

REIMBURSABLE EXPENSES SCHEDULE

Effective April 1, 1998 to March 31, 1999

Reimbursable expenses include expenses incurred by Dunham Associate's employees in the interest of the Project.

They include:

Expense of transportation in connection with the Project.

Expense of reproductions, postage and handling of Drawings, Specifications and other documents for Owner, contractor, permitting agency, etc. use (excluding reproductions for the office use of Dunham Associates).

Prints:

Paper Blueline	\$ 1.00/sheet
"3050" Xerox of Blueprint	\$ 2.00/sheet

Plots:

Vellum	\$ 3.00/sheet
Mylar	\$15.00/sheet

Photocopies	\$ 0.10/sheet
Mileage	\$ 0.325/mile

Long distance telephone, courier services, outside reproduction services, and all other consultants and expenses at 100% of cost.

APPENDIX C

DUNHAM ASSOCIATES, INC.

HOURLY RATE SCHEDULE

Hourly billing rates are:

Principals	\$135
Project Managers	\$100
Senior Engineer	\$100
Engineer	\$ 80
Senior Designer	\$ 80
Junior Engineer	\$ 60
Technician	\$ 55
Designer	\$ 65
Junior Designer	\$ 50
Drafter	\$ 45
Support Staff	\$ 40