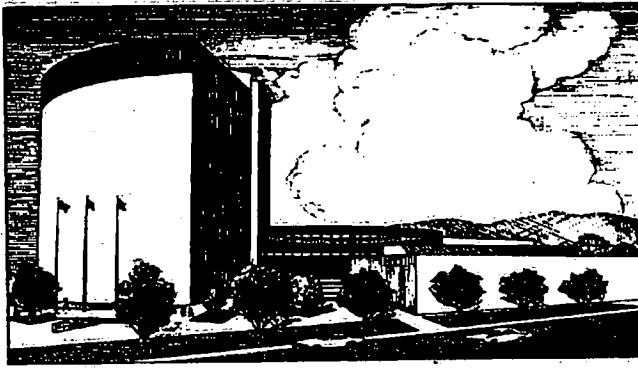




MINUTES

City of Las Vegas

CITY COUNCIL

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

CITY COUNCIL Meeting of

SEPTEMBER 1, 2004

INVOCATION PLEDGE OF ALLEGIANCE

CITY COUNCIL

MAYOR OSCAR B. GOODMAN

COUNCILMAN GARY REESE
MAYOR PRO-TEM

COUNCILMAN LARRY BROWN

COUNCILMAN LAWRENCE WEEKLY

COUNCILMAN MICHAEL MACK

COUNCILWOMAN JANET MONCRIEF

COUNCILMAN STEVE WOLFSON

PRESENT

ABSENT

EXCUSED

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DOUG SELBY, CITY MANAGER
BRAD JERBIC, CITY ATTORNEY
BRYAN SCOTT, DEPUTY CITY ATTORNEY (PM session)
TOM GREEN, DEPUTY CITY ATTORNEY
BARBARA JO RONEMUS, CITY CLERK

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APPROVED BY REFERENCE: November 17, 2004
ATTEST:


CITY CLERK


MAYOR

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

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **26th** day of **August, 2004**, a copy of NOTICE, the attached of which is a true and correct copy of the Notice – re: **City of Las Vegas, City Council Meeting** to be held on the **1st day of September, 2004**, 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.

Paula Clark

SIGNATURE

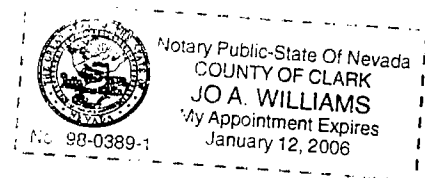
City Clerk
DEPARTMENT

Subscribed and sworn to before me this

26th day of AUGUST, 2004

[Signature]

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)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **26th** day of **August, 2004** at the hour of **3:30 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **City of Las Vegas, City Council Meeting** to be held on the **1st day of September, 2004**, at **9:00 A.M.**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

1. City Clerk's Bulletin Board, 400 Stewart Avenue, 2nd Floor Skybridge (in the walkway area next to the entrance of the Human Resources Department)
2. Court Clerk's Office Bulletin Board, City Hall Plaza, 400 Stewart Avenue (near the entrance to the Court Clerk's Office)
3. Las Vegas Library, 833 Las Vegas Blvd.
4. Clark County Government Center, 500 S. Grand Central Parkway
5. Grant Sawyer Building, 555 E. Washington Avenue

Paula Clark

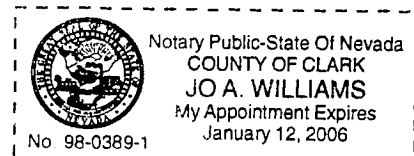
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

26th day of AUGUST, 2004

[Signature]
NOTARY PUBLIC in and for said County and State



CITY COUNCIL AGENDA

SEPTEMBER 1, 2004
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CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>

**OSCAR B. GOODMAN, MAYOR (At-Large) • COUNCILMAN GARY REESE, MAYOR PRO TEM (Ward 3)
COUNCILMEMBERS: LARRY BROWN (Ward 4), LAWRENCE WEEKLY (Ward 5), MICHAEL MACK (Ward 6),
JANET MONCRIEF (Ward 1) and STEVE WOLFSON (Ward 2)**

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.

SEPTEMBER 1, 2004

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

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

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

DUPLICATE AUDIO TAPES MAY BE AVAILABLE AT A COST OF \$3.00 PER TAPE AND DUPLICATE VIDEO TAPES MAY BE AVAILABLE AT A COST OF \$5.00 PER TAPE THROUGH THE CITY CLERK'S OFFICE.

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

CEREMONIAL MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - PRESIDENT ACE ROBISON, LOGANDALE NEVADA STAKE FOR THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE CITIZEN OF THE MONTH
- RECOGNITION OF FIELD OPERATIONS AND PUBLIC WORKS EMPLOYEES FOR HEROISM
- RECOGNITION OF DISASTER PREPAREDNESS MONTH
- RECOGNITION OF THE PALMS HOTEL AND CASINO FOR BLOOD/BONE MARROW DRIVES
- RECOGNITION OF TOUR OF HOPE DAY

BUSINESS ITEMS

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

CONSENT AGENDA

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

BUSINESS DEVELOPMENT - CONSENT

2. Approval of and authorization for the Mayor to execute the Indemnity Agreement (Agreement) with Port of Subs, Inc. (POS) to continue performance of the Lease Agreement (Lease) for a limited restaurant in the retail space of the Stewart Ave. Parking Garage (Premises) located at 261 N. Las Vegas Boulevard (APN 139-34-510-045) (\$198,000 - Stewart Avenue Garage Parking Fund) - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

3. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
4. Approval to provide \$260,000 additional funding from the City Facilities Capital Project Fund (CPF) fund balance for the City East Yard Building "A" Remodel Project - Ward 3 (Reese)
5. Approval of a Special Event License for Las Vegas Veterans Centennial Committee, Location: Freedom Park, 850 North Mojave Road, Date: September 5, 2004, Type: Special Event General, Event: BBQ Picnic and Concert, Responsible Person in Charge: Rubie Ducksworth - Ward 3 (Reese)
6. Approval of a Special Event License for Lagun Onak Las Vegas Basque Club, Location: Sammy Davis Jr. Festival Plaza, Lorenzi Park, 3333 West Washington Avenue, Date: October 10, 2004, Type: Special Event General, Event: Basque Festival, Responsible Person in Charge: Jose Beristain - Ward 5 (Weekly)
7. Approval of a Special Event License for Mexican Patriotic Committee, Location: Freedom Park, 850 North Mojave Road, Date: September 12, 2004, Type: Special Event Beer/Wine, Event: Mexican Independence Celebration, Responsible Person in Charge: Eddie Escobedo - Ward 3 (Reese)
8. Approval of a Special Event License for Royal Festivals, Inc., Location: Boca Park, 510 South Rampart Boulevard, Dates: September 14-19, 2004, Type: Special Event General, Event: San Gennaro Italian Feast, Responsible Person in Charge: Orlando Maffucci - Ward 2 (Wolfson)
9. Approval of a Special Event License for Dino's Lounge, Location: The Funk House, 1228 South Casino Center Boulevard, Dates: October 1 and November 5, 2004, Type: Special Event Beer/Wine, Event: First Friday, Responsible Person in Charge: Kristin Bartolo - Ward 1 (Moncrief)
10. Approval of a Special Event License for Higco, Inc., dba Three Angry Wives Pub, 8820 West Charleston Boulevard, Suite 105 (parking lot), Date: October 2, 2004, Type: Special Event General, Event: First Year Anniversary Party, Responsible Person in Charge: Erin O'Hayer - Ward 2 (Wolfson)
11. Approval of Change of Business Name for a Restaurant Service Bar License, Big Daddy's Enterprise, Ltd., dba From: Mama Jo's Bistro, To: Tequila Sunrise Cantina, 8427 West Lake Mead Boulevard, Larry H. Schwartz, Mgr, Stephanie A. Schwartz, Mgr, S & L Enterprises, Inc., Mmbr, 90%, Larry A. Schwartz, Dir, Pres and Stephanie A. Schwartz, Dir, Secy, Treas, 100% jointly as husband and wife - Ward 4 (Brown)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

12. Approval of Franchisee for a Beer/Wine/Cooler On-sale License, Sizzler USA Restaurants, Inc., dba Sizzler Steak-Seafood-Salad, 307 South Decatur Boulevard, Witman's Food, LLC, Franchisee, Junaid K. Sheikh, Mgr, Mmbr, 60%, Arthur D. Church, Mgr, Mmbr, 40%, Krishnakumar D. Pandya, Lender - Ward 1 (Moncrief)
13. Approval of a new Restricted Gaming License for 2 slots subject to confirmation of approval by the Nevada Gaming Commission, Kim & Kim, dba 7-Eleven Food Store #13699C, 2409 Tam Drive, Heon J. Kim, Franchise Mgr, Jeong M. Kim, Franchise Mgr - Ward 1 (Moncrief)
14. Approval of Change of Location for a Burglar Alarm License, Hometronic, dba Hometronic, From: 101 South Rainbow Boulevard, Suite 6, To: 2480 North Decatur Boulevard, Suite 180, Dean M. Poser, Dir, Pres, Secy, 50%, David J. Poser, Dir, Treas, 50% - Ward 5 (Weekly)
15. Approval of a new Hypnotist License, Cynthia Abdelsayed, dba Cynthia Abdelsayed, 2820 West Charleston Boulevard, Suite A-6, Cynthia E. Abdelsayed, 100% - Ward 1 (Moncrief)
16. Approval of a new Hypnotist License subject to the provisions of the fire codes, Bernice Cain, dba Bernice Cain, 4750 West Sahara Avenue, #34, Bernice A. Cain, 100% - Ward 1 (Moncrief)
17. Approval of Change of Location for a Locksmith License, Alan Cross, dba Lockshop, From: 837 South Rainbow Boulevard, To: 4760 West Dewey Drive, #117, Alan Cross, 100% - County
18. Preapproval of award of Bid No. 05.1730.09-LED, Modification of Lake Mead Boulevard and Tenaya Way Intersection to the lowest responsive and responsible or best bidder and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - (Monetary range \$450,000 to \$660,000 - Road and Flood Capital Projects Fund) - Ward 4 (Brown)
19. Approval of Interlocal Agreement between the City of Las Vegas and University Medical Center for Paramedic Training and Clinical Experience - Department of Fire and Rescue - Award recommended to: UNIVERSITY MEDICAL CENTER (Estimated annual amount of \$80,000 - General Fund)
20. Approval of Annual Contract No. 050056 for furniture installation and services, to include reconfigurations, design, project management and inventory management - Various Departments - Award recommended to: FACILITEC OF NEVADA (\$50,000 - General Fund)

FIRE AND RESCUE DEPARTMENT - CONSENT

21. Approval of a donation of a truck and trailer from the Las Vegas Metropolitan Police Department (LVMPD) to Las Vegas Fire & Rescue for its Technical Rescue Operations - All Wards

HUMAN RESOURCES DEPARTMENT - CONSENT

22. Approval to create one regular full time Construction Inspector position for the Providence SID #607 in the Public Works department (\$72,100 - Providence SID Offsite Inspections Special Revenue Fund) - Ward 6 (Mack)

LEISURE SERVICES DEPARTMENT - CONSENT

23. Approval of Interlocal Agreement between Clark County and the City of Las Vegas to utilize Fiscal Year 2004/2005 County Grant funds in the amount of \$20,000 for the Visual Arts Summer Camp Program - Ward 5 (Weekly)

MUNICIPAL COURT - CONSENT

24. Approval of Interlocal Contract for Electronic Monitoring Services Agreement between the Las Vegas Municipal Court House Arrest Program and the City of Henderson Municipal Court

NEIGHBORHOOD SERVICES DEPARTMENT - CONSENT

25. Approval to cease participation within the Clark County HOME Consortium in order to receive and administer HOME funds as a participating jurisdiction - All Wards

PLANNING & DEVELOPMENT DEPARTMENT - CONSENT

26. Approval of a list of projects for nomination for funding from the Special Account established through the sale of Bureau of Land Management (BLM) lands in accordance with the Southern Nevada Public Lands Management Act (SNPLMA) - All Wards

PUBLIC WORKS DEPARTMENT - CONSENT

27. Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the North Half of Section 31 and the Northwest Quarter of Section 32, Township 19 South, Range 60 East, Mount Diablo Meridian, for sewer purposes generally located on the south side of the Hammer Lane alignment, between the Hualapai Way and El Capitan Way alignments, APNs 125-31-201-008, -601-001, -002 and 125-32-204-005 – County (near Wards 4 and 6 - Brown and Mack)
28. Approval to file a Temporary Use Permit with the Bureau of Land Management for the construction of sanitary sewer on portions of land lying within the Sections 1, 2, 3 and 4, Township 19 South, Range 60 East, Mount Diablo Meridian, generally located on the north and south sides of the Log Cabin Way alignment, between the Durango Drive and Jones Boulevard alignments, APNs 125-01-001-001, 125-02-001-001, -002-001, 125-03-001-001, -002-002 and 125-04-001-004 - Ward 6 (Mack)
29. Approval of a First Amendment to the Professional Services Agreement with Aztec Engineering, LLC, for the Particulate Matter - 10/Congestion Mitigation Air Quality (PM - 10/CMAQ) Roadway Improvements Phase 2 (\$64,333 - Regional Transportation Commission) - All Wards
30. Approval of a Contributions in Aid of Construction Tax Calculation with Nevada Power Company to facilitate relocation of a Nevada Power Company switchgear near the corner of Durango Drive and Vegas Drive (\$115,941 - Regional Transportation Commission) - Wards 2 and 4 (Wolfson and Brown)
31. Approval of an Engineering Design Services Agreement with VPOINT to design and prepare contract drawings and special provisions for the Particulate Matter - 10/Congestion Mitigation Air Quality (PM -10/CMAQ) Shoulder Improvements (\$302,880 - Regional Transportation Commission) - All Wards
32. Approval of an Encroachment Request from GC Wallace, Incorporated, on behalf of D.R. Horton, Incorporated, owner (Durango Drive at Log Cabin Way) - Ward 6 (Mack)
33. Approval of an Encroachment Request from Orion Engineering and Survey on behalf of Plaster Development Company, Incorporated, owner (Martin L. King Boulevard between Alta Drive and US95) - Ward 5 (Weekly)
34. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - VTN Nevada on behalf of Quarterhorse Falls Estates, owners (southeast of Torrey Pines Drive and Ackerman Avenue, APN 125-11-804-001, 125-11-804-002, 125-11-805-001, and 125-11-805-002) - County (near Ward 6 - Mack)
35. Approval of an Encroachment Request from Allen Teles Revocable Trust, owner (3011 Pinto Lane) - Ward 1 (Moncrief)
36. Approval of an Encroachment Request from Desert Wind Homes on behalf of Uninvest I, LLC, owner (southeast corner of Hualapai Way and Shiloh School Lane) - Ward 4 (Brown)
37. Approval of an Encroachment Request from D.R. Horton, Incorporated, owner (southwest corner of Tee Pee Lane and Grand Teton Drive) - Ward 6 (Mack)

PUBLIC WORKS DEPARTMENT - CONSENT

38. Approval of a Professional Services Agreement with RPA Landscape Architecture, Inc., for the design services of Elkhorn Ft. Apache Park located at Elkhorn Road and Fort Apache Road (\$133,640 - Residential Construction Tax) - Ward 6 (Mack)
39. Approval of a Professional Services Agreement with Marriotti Landscape Architecture for the design services of Iron Mountain Ft. Apache Park located at Iron Mountain Road and Fort Apache Road (\$325,000 - Residential Construction Tax) - Ward 6 (Mack)
40. Approval of an Off-Site Improvements Agreement with Clark County Development Services for improvements along Vegas Valley Drive located adjacent to the Water Pollution Control Facility - County
41. Approval of a Professional Services Agreement with Larson and Associates for the design services of El Campo Grande Bradley Park located at El Campo Grande Avenue and Bradley Road (\$113,500 - Residential Construction Tax) - Ward 6 (Mack)
42. Approval of a First Amendment to an Agreement for the Adjustment of Utility Facilities with Nevada Power Company (NPC) for the relocation of utility facilities in conjunction with the Charleston Boulevard and Shadow Lane Intersection Improvements Project (\$80,000 - Nevada Power Company Funds) - Wards 1 and 5 (Moncrief and Weekly)
43. Approval of a Construction Management Agreement with Harris & Associates for construction management, material testing and special inspection services of City Hall Expansion - Phase II located at Las Vegas Boulevard and Stewart Avenue (\$1,168,238.55 - Capital Projects Fund) - Ward 5 (Weekly)

RESOLUTIONS - CONSENT

44. R-144-2004 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Sixth Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)
45. R-145-2004 - Approval of a Resolution approving the Forty-Sixth Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

REAL ESTATE COMMITTEE – CONSENT

46. Approval of a Right-of-Way Grant for Ingress & Egress Purposes, between the City of Las Vegas and Stella Lake Partners, LLC, for an easement located on the north side of Mt. Mariah Drive, approximately 270 feet east of Stella Lake Street, APN 139-21-313-009 - Ward 5 (Weekly)
47. Approval of a Lease Agreement renewal between the City of Las Vegas and I Have a Dream Foundation, a Nevada non-profit corporation, for approximately 300 square feet of office space located at 320 South 9th Street - Ward 5 (Weekly)
48. Approval of a Lease Agreement renewal between the City of Las Vegas and Jude 22, a Nevada non-profit corporation, for approximately 1200 square feet of office space and the use of a 400 square foot trailer for storage purposes located at 320 South 9th Street - Ward 5 (Weekly)
49. Approval of a First Amendment to Lease between Credit Union Plaza and the City of Las Vegas for lease of approximately 2,541 square feet of office space located at 3100 West Sahara Avenue, Suite 116, for use by the City's Senior Citizens Law Project (\$4,608/month - Leisure Services/State of Nevada Division of Aging Services) - Ward 1 (Moncrief)
50. Approval of a Memorandum of Understanding (MOU) between the City of Las Vegas (City) and the Clark County School District (District) regarding use of approximately five acres of land located east of the Kay Carl Elementary School site located at 5625 Corbett Street - Ward 6 (Mack)

REAL ESTATE COMMITTEE – CONSENT

51. Approval of a Memorandum of Understanding with Lone Mountain Little League, a non-profit organization, for the installation of two electronic remote controlled scoreboards on existing fields at Mountain Ridge Park located at 7151 Oso Blanca Road - Ward 6 (Mack)
52. Approval of entering into negotiations with The Salvation Army for a Purchase Agreement for approximately 3.165 acres of land in the vicinity of Owens Avenue and Main Street for The Salvation Army and HAND Development Company for co-development of an affordable family housing community - Ward 5 (Weekly)
53. Approval of entering into negotiations with The Shade Tree, Inc., for the purchase of approximately one acre of City land in the vicinity of Owens Avenue and Main Street for an off-site expansion - Ward 5 (Weekly)
54. Approval of a Sign Location Lease between City Parkway IV A Inc. and Viacom Outdoor Inc. for rental of space for a billboard sign located in the vicinity of Bonanza Road and Main Street, APN 139-27-401-031 (\$2,000 monthly revenue - City Parkway IV-A/Miscellaneous Rentals) - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

55. Report from the City Manager on the 2004 City of Las Vegas Citizen's Academy

CITY ATTORNEY - DISCUSSION

56. Discussion and possible action on Appeal of Work Card Denial: Diane Kay Botner, 320 South 1st Street, Las Vegas, Nevada 89101
57. Discussion and possible action on Appeal of Work Card Denial: Simon Winston Macauley, 1230 S. Rancho Drive, Las Vegas, Nevada 89102

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

58. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler Off-sale License, From: Nevada Oil and Land Development, LLC, Carlos Huerta, Mmbr, 37.5%, Wasef Qaraman, Mgr, Mmbr, 34%, Marwan Aburahma, Mmbr, 28.5%, To: Raz Durani, dba Craig Rancho Mart, 4371 North Rancho Drive, Raz M. Durani, 100% - Ward 6 (Mack)
59. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Venchito H. Cortez, 100%, To: Crest Lodge, Inc., dba Fong's Garden Cafe de Manila, 2021 East Charleston Boulevard, Lourdes S. Guevara, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
60. Discussion and possible action regarding Change of Ownership and Business Name for a Package License and a new Restricted Gaming License for 7 slots subject to the provisions of the fire codes and Health Dept. regulations, From: Sipo & Kosa, dba Speakeasy Liquor & Market, Raghid Kosa, Ptnr, 50%, Said Y. Sipo, Ptnr, 50%, Wisam B. Kosa, Lender, To: Speakeasy Liquor Partnership, dba Speakeasy Liquor, 1006 East Charleston Boulevard, Raid B. Bidi, Ptnr, 50%, Said Y. Sipo, 50%, Ptnr - Ward 3 (Reese)
61. Discussion and possible action regarding Temporary Approval of a new Martial Arts Instruction Business License subject to the provisions of the fire codes, Wyatt Hiroshi Allen, dba Hiroshi Allen Shotokan Karate, 1400 North Rampart Boulevard, Wyatt H. Allen, 100% - Ward 4 (Brown)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

62. ABEYANCE ITEM - Discussion and possible action regarding a Six Month Review of a Tavern License, D. Westwood, Inc., dba Treasures, 2801 Westwood Drive, Ali Davari, Dir, Pres, Treas, 50%, Hassan Davari, Dir, Secy, 50% - Ward 1 (Moncrief)

PUBLIC WORKS DEPARTMENT - DISCUSSION

63. Discussion and possible action on a request to close Cashman Drive between Charleston Boulevard and Hastings Drive (\$5,000 - Neighborhood Traffic Management Program) - Ward 1 (Moncrief) [NOTE: This item will not be considered in the morning session. It will be heard after 1 pm]
64. Report on the status of the Department of Public Works Accreditation with the American Public Works Association (APWA)

RESOLUTIONS - DISCUSSION

65. R-146-2004 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency in connection with the Ownership Participation Agreement (OPA) between the City of Las Vegas Redevelopment Agency and Bridger Associates, LLC, and determining certain findings concerning the OPA - Ward 5 (Weekly) [NOTE: This item is a companion to Redevelopment Agency Item #2]

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

66. Bill No. 2004-52 – Revises the licensing and zoning standards applicable to hotel lounge bars. Proposed by: Robert S. Genzer, Director of Planning and Development
67. Bill No. 2004-53 – Updates the Town Center Development Standards Manual regarding the means of allowing certain finance-related uses. Proposed by: Robert S. Genzer, Director of Planning and Development
68. Bill No. 2004-54 – Allows private horse corrals or stables in the R-D Zoning District under certain circumstances. Sponsored by: Councilman Michael Mack
69. Bill No. 2004-55 – Revises the Municipal Code provisions that govern City employees in seeking and holding political office. Sponsored by: Mayor Oscar B. Goodman
70. Bill No. 2004-57 - Levies Assessment for Special Improvement District No. 1499 – Alexander Road (US-95 - Rancho Drive). Sponsored by: Step Requirement

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

71. Bill No. 2004-59 – Annexation No. ANX-4440 – Property location: On the north side of Regena Avenue, 170 feet east of Riley Street; Petitioned by: Mona Agamez; Acreage: 0.62 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Michael Mack
72. Bill No. 2004-60 – Ordinance Creating Special Improvement District No. 1505 - Sierra Oeste Neighborhood Streetlights. Sponsored by: Step Requirement

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 OR THOSE ITEMS TO BE STRICKEN OR TABLED.

- 73. Bill No. 2004-61 – Ordinance authorizing the issuance by the City of Las Vegas, Nevada, of General Obligation (Limited Tax) Medium-Term Recreation Bonds (Centennial Hills Project), Series 2004C in the aggregate principal amount not to exceed \$20,000,000 - Ward 6 (Mack)
- 74. Bill No. 2004-62 – Makes adjustments to the types of zoning approval necessary for various land uses. Proposed by: Robert S. Genzer, Director of Planning and Development
- 75. Bill No. 2004-63 – Provides that Planning Commission action on most special use permits is final, unless appealed or requested for review by a member of the City Council, and modifies certain provisions regarding related hearings and appeals so as to conform to State law. Proposed by: Robert S. Genzer, Director of Planning and Development
- 76. Bill No. 2004-64 – Modifies the standards for granting a variance application, and modifies certain provisions regarding variance hearings and appeals so as to conform to State law. Proposed by: Robert S. Genzer, Director of Planning and Development

1:00 P.M. - AFTERNOON SESSION

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

HEARINGS - DISCUSSION

- 78. Public hearing to consider the report of expenses to recover costs for the abatement of zoning violations at 609 N. 11th Street. PROPERTY OWNER: HARVEY L. CARMICHAEL – Ward 5 (Weekly)
- 79. Public hearing to consider the report of expenses to recover costs for the abatement of zoning violations at 7505 Barkentine Street. PROPERTY OWNER: BENERITO VELAZQUEZ – Ward 2 (Wolfson)
- 80. Public hearing to consider the report of expenses to recover costs for the abatement of dangerous building at 1013 Ingraham Street. PROPERTY OWNER: R B M G, INC – Ward 3 (Reese)
- 81. Public hearing to consider the report of expenses to recover costs for the abatement of dangerous building at 2321 N. Michael Way. PROPERTY OWNER: DAVID R. & BETTY MIRICH – Ward 5 (Weekly)
- 82. ABEYANCE ITEM - Public hearing to consider the report of expenses to recover costs for the abatement of dangerous building at 221 W. Van Buren Avenue. PROPERTY OWNER: JOANNA SMITH - Ward 5 (Weekly)

PLANNING & 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.

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

83. ABEYANCE ITEM - APPEAL OF DIRECTOR'S DECISION - DIR-4797 - APPLICANT: ORION OUTDOOR MEDIA - OWNER: LAPOUR GRAND CENTRAL, LIMITED LIABILITY COMPANY - Appeal of Director's decision per Title 19.00.070.F to deny the application of a Special Use Permit for a proposed Off-Premise Advertising (Billboard) Sign at 211 West Charleston Boulevard (APN: 162-04-504-009) for failure to comply with Title 19.14.100, Ward 1 (Moncrief). Staff recommends DENIAL
84. WATER FEATURE EXEMPTION - DIR-4870 - APPLICANT/OWNER: CHEYENNE INVESTMENTS, LIMITED LIABILITY COMPANY - Request for a Water Feature Exemption TO ALLOW ONE WATER FEATURE for a commercial development located at 7690 West Cheyenne Avenue (APN 138-09-821-003), Ward 4 (Brown). Staff recommends APPROVAL
85. WATER FEATURE EXEMPTION - DIR-4890 - APPLICANT/OWNER: NORTHBROOK, LIMITED LIABILITY COMPANY - Request for a Water Feature Exemption TO ALLOW THREE WATER FEATURES for a commercial development located at 4301 North Rancho Drive (APN 138-02-712-001), Ward 6 (Mack). Staff recommends APPROVAL
86. REVIEW OF CONDITION - PUBLIC HEARING - ROC-4886 - APPLICANT: MNSNV, LIMITED LIABILITY COMPANY - OWNER: SMK, INC. - Request for a Review of Condition to delete Conditions Number 2 and 7 of an approved Special Use Permit (U-0147-01), which limited the sale of alcoholic beverages to beer and wine only and limited the area in which the beverages could be sold to the area proposed on the floor plan, at an existing convenience store (ABC STORE) at 23 Fremont Street (APN 139-34-111-037), C-2 (General Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL
87. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4630 - APPLICANT: STATE OF NEVADA PUBLIC WORKS BOARD - OWNER: STATE OF NEVADA BUILDING & GROUNDS - Request for a Site Development Plan Review FOR A PROPOSED TWO STORY, 62,500 SQUARE FOOT DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION BUILDING on 8.12 acres adjacent to the southwest corner of St. Louis Avenue and McLeod Street (a portion of APN 162-01-402-006), C-V (Civic) Zone, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
88. ABEYANCE ITEM - MAJOR MODIFICATION - PUBLIC HEARING - MOD-4633 - APPLICANT: KB HOME - OWNER: NATIONAL GROUP #1, LIMITED LIABILITY CORPORATION, ET AL - Request for a Major Modification to the Lone Mountain West Plan FROM: NC (NEIGHBORHOOD COMMERCIAL) AND VC (VILLAGE COMMERCIAL) TO: ML (MEDIUM-LOW DENSITY RESIDENTIAL) on 10.26 acres adjacent to the southeast corner of Cliff Shadows Parkway and Alexander Road (APN 137-12-101-003 and 009), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (4-1-1 vote) recommends APPROVAL
89. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-4633 - PUBLIC HEARING - SDR-4636 - APPLICANT: KB HOME - OWNER: BRIAN AND JULIE LEE AND NATIONAL GROUP #1, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A 55 LOT SINGLE FAMILY SUBDIVISION on 10.26 acres adjacent to the southeast corner of Alexander Road and Cliff Shadows Parkway (APN 137-12-101-003 and 009), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (4-1-1 vote) recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

90. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2848 - REAGAN NATIONAL ADVERTISING ON BEHALF OF C O G III, LIMITED - Appeal filed by Singer & Brown from the Denial by the Planning Commission on a request for a Special Use Permit for a proposed off-premise advertising (billboard) SIGN on a portion of 3.03 acres located at 1110 South Rainbow Boulevard (APN 163-02-101-002), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend DENIAL
91. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3394 - LAS VEGAS BILLBOARDS ON BEHALF OF WEST SAHARA ASSOCIATES, LIMITED PARTNERSHIP - Appeal filed by LAS Consulting, Inc. from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN adjacent to the northeast corner of Torrey Pines Drive and Sahara Avenue (APN 163-02-816-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL
92. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4172 - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: SHAHRAM AND TAWNYA SHEIKHAN - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 300 South Decatur Boulevard (APN 138-36-601-004), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL
93. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4532 - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: SAHARA MOHAWK, LIMITED LIABILITY COMPANY - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE (BILLBOARD) SIGN at 5320 West Sahara Avenue (APN 163-01-804-005), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend DENIAL
94. ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4542 - APPLICANT: JOEL ARMSTRONG - OWNER: CLARK COUNTY - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: ML (Medium-Low Density Residential) TO: MLA (Medium-Low Attached Density Residential) on 3.58 acres adjacent to the southeast corner of Lamb Boulevard and Bingham Avenue (APN 140-29-401-005 and 006), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
95. ABEYANCE ITEM - REZONING RELATED TO GPA-4542 - PUBLIC HEARING - ZON-4543 - APPLICANT: JOEL ARMSTRONG - OWNER: CLARK COUNTY - Request for a Rezoning FROM: R-1 (Single-Family Residential) TO: R-PD9 (Residential Planned Development - 9 Units Per Acre) on 3.58 acres adjacent to the southeast corner of Lamb Boulevard and Bingham Avenue (APN 140-29-401-005 and 006), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
96. ABEYANCE ITEM - VARIANCE RELATED TO GPA-4542 AND ZON-4543 - PUBLIC HEARING - VAR-4547 - APPLICANT: JOEL ARMSTRONG - OWNER: CLARK COUNTY - Request for a Variance TO ALLOW AN R-PD (RESIDENTIAL PLANNED DEVELOPMENT) ZONING DISTRICT ON 3.58 ACRES WHERE 5.00 ACRES IS THE MINIMUM REQUIRED adjacent to the southeast corner of Lamb Boulevard and Bingham Avenue (APN 140-29-401-005 and 006), R-1 (Single-Family Residential) Zone [Proposed: R-PD9 (Residential Planned Development - 9 Units per Acre)], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
97. ABEYANCE ITEM - VARIANCE RELATED TO GPA-4542, ZON-4543 AND VAR-4547 - PUBLIC HEARING - VAR-4572 - APPLICANT: JOEL ARMSTRONG - OWNER: CLARK COUNTY - Request for a Variance TO ALLOW 12,000 SQUARE FEET OF OPEN SPACE WHERE 25,870 SQUARE FEET IS THE MINIMUM REQUIRED on 3.80 acres adjacent to the southeast corner of Lamb Boulevard and Bingham Avenue (APN 140-29-401-005 and 006), R-1 (Single-Family Residential) Zone, [Proposed: R-PD9 (Residential Planned Development - 9 Units per Acre)], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

98. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4542, ZON-4543, VAR-4547 AND VAR-4572 - PUBLIC HEARING - SDR-4545 - APPLICANT: JOEL ARMSTRONG - OWNER: CLARK COUNTY - Request for a Site Development Plan Review FOR A PROPOSED 35-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 3.58 acres adjacent to the southeast corner of Lamb Boulevard and Bingham Avenue (APN 140-29-401-005 and 006), R-1 (Single-Family Residential) Zone [Proposed: RPD-9 (Residential Planned Development - 9 Units per Acre)], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommend APPROVAL
99. ABEYANCE ITEM - REZONING - PUBLIC HEARING - ZON-4368 - APPLICANT: CARINA HOMES - OWNERS: RONALD AND CAROLYN MICH'L - Request for a Rezoning FROM: U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] TO: R-PD6 (RESIDENTIAL PLANNED DEVELOPMENT - 6 UNITS PER ACRE) on 10.52 acres adjacent to the northwest corner of Farm Road and Hualapai Way (APN 126-13-601-004, 006, 008 and 009), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
100. ABEYANCE ITEM - VACATION RELATED TO ZON-4368 - PUBLIC HEARING - VAC-4420 - APPLICANT: CARINA HOMES; OWNER: RON AND CAROLYN MICH'L, ET AL - Request for a Petition to vacate U. S. Government Patent Easements and the Donald Nelson Avenue Right of Way, generally located west of Hualapai Way, north of Farm Road, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
101. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4368 AND VAC-4420 - PUBLIC HEARING - SDR-4370 - APPLICANT: CARINA HOMES - OWNER: RONALD AND CAROLYN MICH'L - Request for a Site Development Plan Review FOR A 73-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 10.52 acres adjacent to the northwest corner of Farm Road and Hualapai Way (APN 126-13-601-004, 006, 008 and 009), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] [PROPOSED: R-PD6 (Residential Planned Development - 6 Units Per Acre)], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
102. ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4634 - APPLICANT: D.R. HORTON, INC. - OWNER: SPRING MOUNTAIN RANCH, LIMITED LIABILITY COMPANY - Request to Amend a portion of the Centennial Hills Interlocal Land Use Plan of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: ML (MEDIUM-LOW DENSITY RESIDENTIAL) on 17.83 acres adjacent to the southwest corner of Horse Drive and Fort Apache Road (APN 125-07-710-001 and 125-08-322-001), Ward 6 (Mack). The Planning Commission (3-2-1 vote) and staff recommend DENIAL
103. ABEYANCE ITEM - REZONING RELATED TO GPA-4634 - PUBLIC HEARING - ZON-4640 - APPLICANT: D.R. HORTON, INC. - OWNER: SPRING MOUNTAIN RANCH, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) AND C-2 (GENERAL COMMERCIAL) TO: R-PD6 (RESIDENTIAL PLANNED DEVELOPMENT - 6 UNITS PER ACRE) on 17.83 acres adjacent to the southwest corner of Horse Drive and Fort Apache Road (APN 125-07-710-001 and 125-08-322-001), Ward 6 (Mack). The Planning Commission (3-2-1 vote) and staff recommend DENIAL
104. ABEYANCE ITEM - VARIANCE RELATED TO GPA-4634 AND ZON-4640 - PUBLIC HEARING - VAR-4642 - APPLICANT: D.R. HORTON, INC. - OWNER: SPRING MOUNTAIN RANCH, LIMITED LIABILITY COMPANY - Request for a Variance TO ALLOW ZERO OPEN SPACE WHERE 1.65 ACRES ARE REQUIRED FOR A SINGLE FAMILY DEVELOPMENT on 17.83 acres adjacent to the southwest corner of Horse Drive and Fort Apache Road (APN 125-07-710-001 and 125-08-322-001), R-E (Residence Estates) and C-2 (General Commercial) Zones [PROPOSED: R-PD6 (Residential Planned Development- 6 Units Per Acre)], Ward 6 (Mack). The Planning Commission (3-2-1 vote) and staff recommend DENIAL
105. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4634, ZON-4640 AND VAR-4642 - PUBLIC HEARING - SDR-4641 - APPLICANT: D.R. HORTON, INC. - OWNER: SPRING MOUNTAIN RANCH, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A 100 LOT RESIDENTIAL DEVELOPMENT on 17.83 acres adjacent to the southwest corner of Horse Drive and Fort Apache Road (APN 125-07-710-001 and 125-08-322-001), R-E (Residence Estates) and C-2 (General Commercial) Zones [PROPOSED: R-PD6 (Residential Planned Development - 6 Units Per Acre)], Ward 6 (Mack). The Planning Commission (3-2-1 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

106.SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS, CENTENNIAL HILLS ARCHITECTURAL REVIEW COMMITTEE AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

ADDENDUM

CITIZENS PARTICIPATION

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

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

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Court Clerk's Office Bulletin Board, City Hall Plaza
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

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

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION – PRESIDENT ACE ROBISON, LOGANDALE NEVADA STAKE FOR THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
- PLEDGE OF ALLEGIANCE

MINUTES:

PRESENT: MAYOR GOODMAN and COUNCILMEMBERS REESE, BROWN, WEEKLY, MACK, MONCRIEF, and WOLFSON

Also Present: CITY MANAGER DOUG SELBY, DEPUTY CITY MANAGER STEVE HOUCHENS, DEPUTY CITY MANAGER BETSY FRETWELL, CITY ATTORNEY BRAD JERBIC, DEPUTY CITY ATTORNEY TOM GREEN, DEPUTY CITY ATTORNEY BRYAN SCOTT (P.M. Session), and CITY CLERK BARBARA JO RONEMUS

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

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge

Court Clerk's Office Bulletin Board, City Hall Plaza

Las Vegas Library, 833 Las Vegas Boulevard North

Clark County Government Center, 500 S. Grand Central Parkway

Grant Sawyer Building, 555 E. Washington Avenue

(9:07)

1-1

PRESIDENT ACE ROBISON, Logandale Nevada Stake for the Church of Jesus Christ of Latter Day Saints, gave the invocation.

(9:07 – 9:10)

1-21

MAYOR GOODMAN led the audience in the Pledge.

(9:10 – 9:11)

1-107

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

RECOGNITION OF THE CITIZEN OF THE MONTH

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Submitted at meeting: copy of face of Citizen of the Month plaque for Phyllis Skalak

Video shown but not submitted

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILMAN WEEKLY recognized **PHYLLIS SKALAK** as September's Citizen of the Month. Videotape was shown of **MS. SKALAK**, who has been giving swimming lessons for many years, at her swimming school with some of her pupils, including **COUNCILMAN WEEKLY**.

MS. SKALAK accepted the Citizen of the Month plaque and thanked the Council for the recognition.

(9:11 – 9:16)

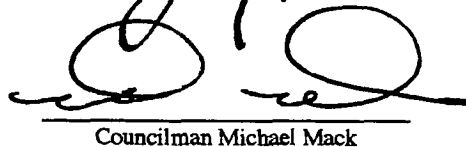
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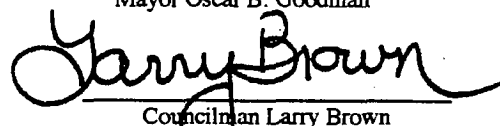
City of Las Vegas Citizen of the Month" September 2004

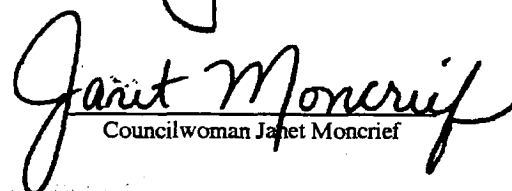
Phyllis Skalak

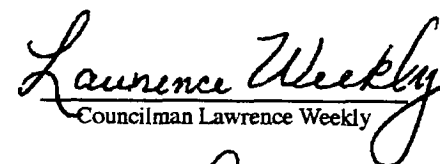

Councilman Gary Reese

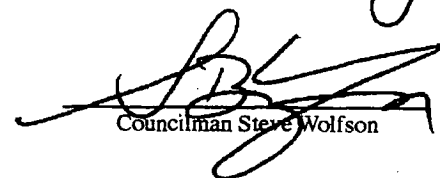

Councilman Michael Mack


Mayor Oscar B. Goodman


Councilman Larry Brown


Councilwoman Janet Moncrief


Councilman Lawrence Weekly


Councilman Steve Wolfson

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

**RECOGNITION OF FIELD OPERATIONS AND PUBLIC WORKS EMPLOYEES FOR
HEROISM**

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Submitted at meeting: copy of certificates of appreciation for Thomas Lackas, Antonio Guevara, Joey Boquecosa, Paul Sullivan, and Melvin Runles

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR GOODMAN called forward LARRY HAUGSNESS, Director, Field Operations Department, to help him recognize the following employees for their heroism: JOEY BOQUESOSA, TONY GUEVARA, TOM LACKAS, and MELVIN RUNLES of the Field Operations Department, and PAUL SULLIVAN of the Public Works Department.

MAYOR GOODMAN explained that on July 1, 2004, these employees were working at Jones Boulevard between Craig Road and Lone Mountain Road, where they witnessed an SUV that was traveling east on Craig Road not stop in time for a red light and collide with two other vehicles. The five employees went into action and provided valuable on-scene assistance. They placed a City vehicle in the intersection to prevent other traffic from colliding with the accident and directed traffic until police arrived on the scene. They also assisted the occupants of the vehicles and extinguished a vehicle fire. Because of their heroic actions, there were no serious injuries. MAYOR GOODMAN expressed his appreciation to the employees as he handed each of them a Certificate of Appreciation.

City of Las Vegas

CITY COUNCIL MEETING OF SEPTEMBER 1, 2004

Ceremonial

Recognition of Public Works and Field Operations Employees for Heroism

MINUTES – Continued:

MR. HAUGSNESS said that these types of incidents occur about four times a year, and he thought it was time to recognize the heroic actions of his employees. He also gave recognition to HOLLY JENSEN, Safety Officer, who was also at the site doing a “confined space entry.”

(9:16 – 9:18)

1-279



Thomas Lackas

On this first day of September, two thousand and four
You are being recognized for your **heroic action** in assisting
the public during a multi-motor vehicle accident on July 1, 2004

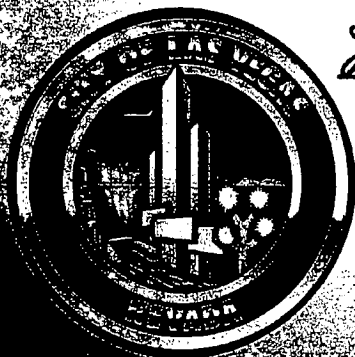
Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Larry Brown

Councilman Lawrence Weekly

Councilman Michael Mack



Councilwoman Janet Moncrief

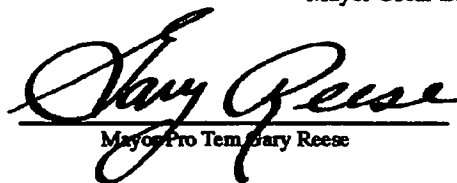
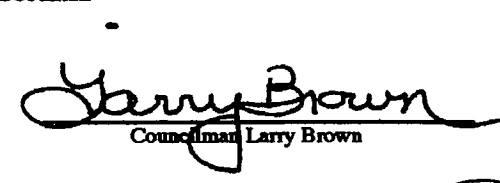
Councilman Wolfson



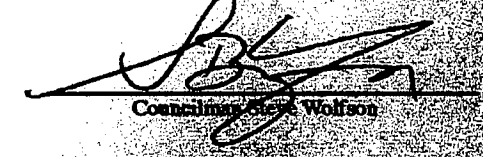
Antonio Guevara

On this first day of September, two thousand and four
You are being recognized for your **heroic action** in assisting
the public during a multi-motor vehicle accident on July 1, 2004


Mayor Oscar B. Goodman

 
Mayor Pro Tem Gary Reese Councilman Larry Brown

 
Councilman Laurence Weekly Councilman Michael Mack

 
Councilwoman Janet Moncrief Councilman Steve Wolfson





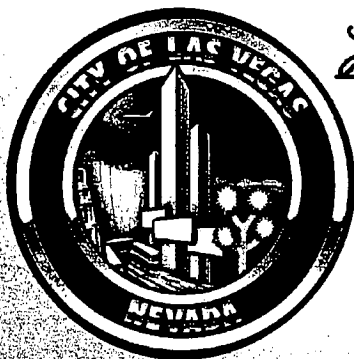
Joey Boquecosa

On this first day of September, two thousand and four
You are being recognized for **your heroic action** in assisting
the public during a multi-motor vehicle accident on July 1, 2004

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Larry Brown



Councilman Lawrence Weekly

Councilman Michael Mack

Councilwoman Janet Moncrief

Councilman Steve Wolfson



Paul Sullivan

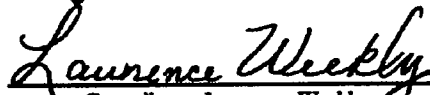
On this first day of September, two thousand and four
You are being recognized for **your heroic action** in assisting
the public during a multi-motor vehicle accident on July 1, 2004


Mayor Oscar B. Goodman


Mayor Pro Tem Gary Reese


Councilman Larry Brown




Councilman Laurence Weekly


Councilman Michael Mack


Councilwoman Janet Moncrief


Councilman Steve Wolfson



Melvin Runles

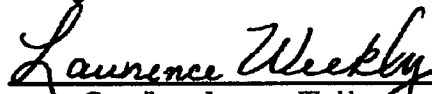
On this first day of September, two thousand and four
You are being recognized for **your heroic action** in assisting
the public during a multi-motor vehicle accident on July 1, 2004


Mayor Oscar B. Goodman

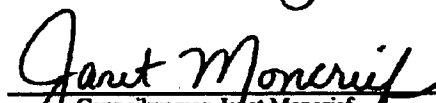

Mayor Pro Tem Gary Reese


Councilman Larry Brown




Councilman Laurence Weekly


Councilman Michael Mack


Councilwoman Janet Moncrief


Councilman Steve Wolfson

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:
CEREMONIAL:

RECOGNITION OF DISASTER PREPAREDNESS MONTH

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Submitted after meeting: unsigned copy of proclamation proclaiming September as American Red Cross Disaster Preparedness Month

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR GOODMAN called forward PENNEY TOWERS, CEO, and APRIL MASTERLUCA, Director of Financial Development, with the American Red Cross and TIM McANDREW, CLV Emergency Management Officer, to assist him in recognizing September as Disaster Disaster Preparedness Month. MAYOR GOODMAN said that as the third anniversary of the 9-11 attacks against the nation approaches, it is important to be prepared for any type of emergency. Thus, the American Red Cross is proclaiming September as Disaster Preparedness Month nationwide in conjunction with its Together We Prepare program, which strives to make everyone within communities safer and encourages everyone to take five actions: make a plan, build a kit, get trained, give blood, and volunteer. The Mayor proclaimed September as Disaster Preparedness Month.

MS. TOWERS accepted the proclamation and said that she appreciates the City partnering with the American Red Cross and the Department of Homeland Security to recognize September as Preparedness Month. It is important to recognize that there is a lot yet to be done to be better prepared than yesterday. She asked the City to continue partnering with the Red Cross to get the message out to every citizen about the importance of putting together a disaster kit and making a plan. She presented each of the Councilmembers with a disaster tube kit containing a whistle, a light, a water packet, and a mask. These tubes are available through the American Red Cross.

City of Las Vegas

CITY COUNCIL MEETING OF SEPTEMBER 1, 2004

Ceremonial

Recognition of Disaster Preparedness Month

MINUTES – Continued:

MR. McANDREW noted that Disaster Preparedness Month has to do with getting the message out to the citizenry. It is very important to have an updated kit at all times, so that, in case of an emergency, those affected can take care of themselves for at least the first 72 hours when the first responders are the busiest. He encouraged those people wishing to become more involved in emergency preparedness to log onto the City's emergency preparedness website at www.lvalert.com.

(9:18 – 9:23)

1-363

Whereas; nationally, September is being declared "Disaster Preparedness Month," under the auspices of its *Together We Prepare* program, the American Red Cross will strive to make communities, businesses, individuals and families safer; and

Whereas; the Southern Nevada Chapter of the American Red Cross has been committed to serving the community since 1917. The chapter educates and empowers our community with knowledge to meet the challenges posed by terrorism, and encourages individuals to take five actions: make a plan, build a kit, get trained, give blood and volunteer; and

Whereas; the Southern Nevada Chapter of the American Red Cross is also devoted to preparing and helping citizens with local crises. The Chapter delivers relief services to victims of disaster; offering health and safety training such as first aid; CPR and aquatic lifesaving; and providing emergency communications services to military families; and

Whereas; during Red Cross relief operations, volunteers assess damages, drive emergency response vehicles to distribute food and other supplies, provide shelter for families who have been evacuated, and give necessities to those in need; now

Therefore; I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM SEPTEMBER, 2004, TO BE:

American Red Cross Disaster Preparedness Month

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO WORK WITH THE SOUTHERN NEVADA CHAPTER OF THE AMERICAN RED CROSS TO HELP PREPARE THEMSELVES, THEIR FAMILIES AND THEIR COMMUNITY FOR EMERGENCIES.

*In Witness Whereof:
BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 1ST DAY OF SEPTEMBER, 2004.*

HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:
CEREMONIAL:

RECOGNITION OF THE PALMS HOTEL AND CASINO FOR BLOOD/BONE MARROW DRIVES

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Submitted after meeting: unsigned copy of proclamation declaring September 1, 2004, as Palms Hotel and Casino Day

MOTION:

None required. A presentation was made.

MINUTES:

RON HEIN, DAN PERLSTEIN, and KEN VERSTEEG with United Blood Services, and JIM HUGHES, General Manager of the Palms Hotel and Casino, joined MAYOR GOODMAN at the podium for this presentation. MAYOR GOODMAN stated that recently the Palms Hotel and Casino hosted two very successful bone marrow and blood drives. The events were held for two local pediatric cancer patients at no cost to the patients, their families, or the various non-profit organizations involved. The event resulted in about \$20,000 of resources, including banquet hall space and refreshments. More than 350 individuals registered as potential bone marrow donors, and two bone marrow donor matches for two candidates in other parts of the country. The Mayor congratulated the Palms Hotel and Casino on its efforts.

MR. HUGHES accepted the proclamation declaring September 1, 2004, as Palms Hotel and Casino Day and said that it was an honor to be involved with the staff of United Blood Services as they strive to help the people of this community. He noted that another blood drive would be held at the Palms on 9/11/2004.

MR. HEIN presented a trophy to CHIEF DAVID WASHINGTON, Las Vegas Fire and Rescue, because of the efforts of his department over the past three years, under his leadership, in the blood drives. The trophy was named after CAPTAIN NATE PECHACEK who was not expected to survive but is alive and well today because of the 46 units of blood he received.

City of Las Vegas

CITY COUNCIL MEETING OF SEPTEMBER 1, 2004

Ceremonial

Recognition of the Palms Hotel and Casino for Blood/Bone Marrow Drives

MINUTES – Continued:

On behalf of the men and women of Las Vegas Fire and Rescue, and DEPUTY CHIEF RICK GRACIA, who is very involved with United Blood Services, CHIEF WASHINGTON felt honored to receive the trophy.

(9:23 – 9:26)

1-512

- Whereas;** the Palms Hotel and Casino unselfishly facilitated resources in hosting two highly publicized bone marrow and replacement blood drive events on behalf of two local pediatric cancer patients at no cost to the families or the non-profit organizations; and
- Whereas;** the two events registered over 350 residents who donated blood and registered as bone marrow candidates; and
- Whereas;** the Palms Hotel and Casino provided over \$20,000 in resources, including 6,000 square feet of banquet space for each event as well as quality food and beverage for donors who graciously volunteered their time and donation; and
- Whereas;** as a result of the two bone marrow and replacement blood drive events, two bone marrow donor candidates were matched with two patients waiting for bone marrow transplants in other parts of the United States; and
- Whereas;** the Palms Hotel and Casino is a generous partner in our community and has been a tremendous help to United Blood Services; now
- Therefore;** I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM SEPTEMBER 1, 2004, TO BE:

Palms Hotel and Casino Day

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO ACKNOWLEDGE THE PHILANTHROPIC EFFORTS OF THE PALMS HOTEL AND CASINO.

***In Witness Whereof:
BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 1ST DAY OF SEPTEMBER, 2004.***

***HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS***

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:
CEREMONIAL:

RECOGNITION OF TOUR OF HOPE DAY

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Submitted at meeting: copy of Proclamation proclaiming October 1, 2004, as Bristol-Myers Squibb Tour of Hope Day

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILMAN WEEKLY said that about a month ago he agreed to join Nike in support of the Lance Armstrong Tour of Hope crew to promote the Live Strong project. He introduced two of the Tour of Hope team members, COLLEEN CHAPLEAU and TED YANG, M.D. MS. CHAPLEAU is a skin cancer survivor who has also supported both of her parents through cancer diagnosis and successful treatment. She works with patients undergoing bone marrow transplantation as the Associate Director of the Iowa Marrow Donor Program and Adult Blood and Marrow Transplant Program and has worked extensively to recruit volunteer donors for the bone marrow registry. DR. YANG is a radiation oncologist whose grandfather's death from lung cancer inspired him to become a cancer physician. He has worked at the faculty at the University of Texas Medical Branch and now cares for cancer patients in an underserved community hospital in Pasadena, Texas. He is a physician with the Greater Houston Radiation Oncology Associates.

MS. CHAPLEAU felt privileged to appear before the City Council. She thanked the Council for taking a leadership role in promoting the Tour of Hope to raise awareness and inspire people to learn more about cancer in order to defeat it.

City of Las Vegas

CITY COUNCIL MEETING OF SEPTEMBER 1, 2004

Ceremonial

Recognition of Tour of Hope Day

MINUTES – Continued:

DR. YANG thanked the Council for the invitation to appear before the City Council and for proclaiming 10/1/2004 to be Tour of Hope Day. The City's backing will spread the word faster. He also gave thanks to the Nevada Cancer Institute and Treasure Island for promoting the idea of Tour of Hope riding through Las Vegas Boulevard on 10/1/2004. COUNCILMAN WEEKLY presented DR. YANG with the Proclamation.

(9:26 – 9:31)

1-628

PROCLAMATION

WHEREAS; The Bristol-Myers Squibb Tour of Hope is an inspiring weeklong journey across America to speed the search for a cancer cure. The Tour of Hope Team is comprised of twenty courageous individuals whose lives have been touched by cancer and includes physicians, nurses, caregivers, researchers, advocates and loved ones; and

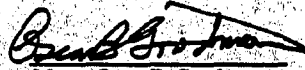
WHEREAS; The Tour of Hope Team will bicycle 3,500 miles during an 8-day journey from Los Angeles, California, to Washington, D.C.; the Tour of Hope Team will stop at cancer centers throughout the country to encourage people to make the Promise – a personal commitment to learn more about cancer and cancer clinical trials; and

WHEREAS; The Nevada Cancer Institute furthers this mission on a local level by addressing the cancer prevention, treatment and outreach needs of all of Nevada's citizens; on October 1, 2004, The Tour of Hope Team, along with six-time Tour de France champion Lance Armstrong, will stop in Las Vegas, Nevada, where city and state leaders will recognize them for their efforts

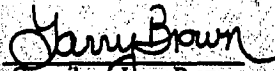
THEREFORE; The Mayor of Las Vegas City Council ask all citizens to support the Tour of Hope in their efforts to inform the public about the importance of participating in cancer research; and we hereby proclaim

BRISTOL-MYERS SQUIBB TOUR OF HOPE DAY

In the City of Las Vegas


Mayor Oscar B. Goodman


Mayor Pro Tem Gary Reese


Councilman Larry Brown


Councilman Lawrence Weekly


Councilman Michael Mack


Councilwoman Janet Moncrief


Councilman Steve Wolfson



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEMUS ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

BUSINESS ITEMS:

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

MOTION:

REESE – Motion to bring forward and Hold in ABEYANCE Item 18 to 9/15/2004 and STRIKE Items 56 and 57 – UNANIMOUS

MINUTES:

COUNCILMAN BROWN requested that Item 62 be pulled for discussion.

(9:31 – 9:33)

1-794

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of and authorization for the Mayor to execute the Indemnity Agreement (Agreement) with Port of Subs, Inc. (POS) to continue performance of the Lease Agreement (Lease) for a limited restaurant in the retail space of the Stewart Ave. Parking Garage (Premises) located at 261 N. Las Vegas Boulevard (APN 139-34-510-045) (\$198,000 - Stewart Avenue Garage Parking Fund) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$198,000

☐

Budget Funds Available

Dept./Division: OBD/Economic Development

☒

Augmentation Required

Funding Source: Stewart Ave. Garage Parking Fund

PURPOSE/BACKGROUND:

The Nevada Bureau of Services to the Blind & Visually Impaired (Bureau) filed a Case against the City for its claim to negotiate with the City on a blind vendor candidate to lease the Premises or to provide it with a hearing before the Council. The City & POS agreed to temporarily suspend the Lease subject to the final outcome of the Case. Though the Case remains pending, POS has agreed to continue performance of the Lease provided the City indemnifies it, through the Agreement, for costs incurred should the final outcome of the Case terminate the Lease.

RECOMMENDATION:

Authorize the Mayor to execute the Indemnity Agreement with Port of Subs, Inc.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Indemnity Agreement
3. Disclosure of Principals
4. Site Map

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

CITY COUNCIL MEETING OF SEPTEMBER 1, 2004

Consent - Business Development

Item 2 - Approval of and authorization for the Mayor to execute the Indemnity Agreement (Agreement) with Port of Subs, Inc. (POS) to continue performance of the Lease Agreement (Lease) for a limited restaurant in the retail space of the Stewart Ave. Parking Garage (Premises) located at 261 N. Las Vegas Boulevard (APN 139-34-510-045) (\$198,000 - Stewart Avenue Garage Parking Fund) - Ward 5 (Weekly)

MOTION - Continued:

NOTE: COUNCILMAN MACK disclosed that Items 2 and 43 pertain to sites located near the Lady Luck Casino, with which his brother-in-law, ANDREW DONNER, has a contract related to its non-restricted gaming license. Also, the locations involved in Items 16, 52, and 53 are near SuperPawn shops owned by his brother, STEVEN MACK, for whom he does consulting. Neither of his relatives have mentioned any of these items to COUNCILMAN MACK, and he did not believe any of the aforementioned items would impact his family's interests; therefore, he stated that he would be voting on Items 2, 16, 43, 52, and 53.

MINUTES:

COUNCILWOMAN MONCRIEF reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda and joins with the recommendation of staff that the City Council approve each item.

Under Item 1, COUNCILMEN WOLFSON and REESE requested Items 8, 52 and 53 be pulled forward for discussion. JIM DiFIORE, Manager, Business Services, requested Item 5 be pulled for discussion.

(9:31 - 9:33/9:33 - 9:35)

1-794/1-852

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: APPROVAL OF AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE INDEMNITY AGREEMENT WITH PORT OF SUBS INC. TO CONTINUE PERFORMANCE OF THE LEASE AGREEMENT FOR A LIMITED RESTAURANT IN THE STEWART AVENUE PARKING GARAGE

1. In November 2003, Council authorized the City to enter into a Lease Agreement (the Lease) with Port of Subs, Inc. (POS) for a limited restaurant to be located in the Stewart Ave. Parking Garage Retail Space (the Premises).
2. Also in November 2003, the State of Nevada, Dept. of Training and Rehabilitation, Bureau of Services to the Blind and Visually Impaired (the Bureau) filed Case # A475974 against the City in Eighth Judicial District Court, State of Nevada (the Court) regarding the Bureau's claim to negotiate with the City on a blind vendor candidate to lease the Premises or, in the alternative, to provide the Bureau with a hearing before the Council.
3. Due to filing of the Case, the City and POS agreed to temporarily suspend the Lease subject to the final outcome of the Case.
4. Though a final outcome of the Case remains pending, POS has agreed to continue performance of the Lease provided that the City indemnifies it for costs incurred should the final outcome by the Court for the Case terminate the ability of the City or POS to continue the Lease.
5. Under the Indemnity Agreement (the Agreement) the City agrees to indemnify POS for any and all damages, losses, actions, decrees, judgements, attorney's fees, and court costs resulting from a final outcome by the Court for the Case that terminates the ability of the City or POS to continue the Lease up to an amount not to exceed \$198,000.
6. The Agreement will remain in effect until the Case has been resolved subject to the final outcome and determination by the Court. In the event the Case is determined in favor of the City and the Lease is unimpaired by the final outcome of the of the Case, the Agreement will immediately terminate.
7. POS will incur an estimated \$120,000 in tenant improvement costs to build out the Premises, as well as, its pro-rata share of the common space consisting of mechanical (including HVAC system) and fire sprinkler riser. Besides tenant improvement costs, POS will also incur an estimated \$102,000 in furniture, fixtures and equipment costs. All total, POS will invest an estimated \$222,000 for tenant improvements, furniture, fixtures and equipment to open a limited restaurant in the Premises.
8. The initial term of the POS lease is five (5) years with one 5-year option for a potential maximum lease term of ten years.

City of Las Vegas

CITY COUNCIL MEETING OF SEPTEMBER 1, 2004

Page Two

APPROVAL OF AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE INDEMNITY AGREEMENT WITH PORT OF SUBS INC. TO CONTINUE PERFORMANCE OF THE LEASE AGREEMENT FOR A LIMITED RESTAURANT IN THE STEWART AVENUE PARKING GARAGE

9. POS will occupy 1,100 SF of net useable (1,172 SF gross minus 72 SF restroom area) retail space at an initial lease rate of \$2.25 per SF plus \$250.00 per month for 5 reserved parking spaces (to be used only by POS employees) in the Stewart Avenue Garage for an initial total rent of \$2,725.00 per month.

10. The costs of electrical, gas, water, sewer, real property taxes, repairs, maintenance of the exterior and structure will be paid for by POS and U.S. Bank National Association as co-retail tenants.

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT is made and entered into this 1st day of Sept., 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("Lessor") and PORT OF SUBS, INC., a Nevada corporation ("Lessee").

WITNESSETH:

WHEREAS, the Lessor and Lessee entered into a Lease Agreement dated November 5, 2003 for a limited restaurant to be located at 261 North Las Vegas Boulevard in the Las Vegas, Nevada (the "Lease"); and

WHEREAS, the Lease required the Lessee to make certain tenant improvements for the construction of a limited restaurant on the Premises, as defined in the Agreement; and

WHEREAS, the State of Nevada, Department of Employment Training and Rehabilitation, Bureau of Services to the Blind and Visually Impaired ("BSBVI") filed Case No. A475974 against the Lessor in Eighth Judicial District Court, State of Nevada (the "Court"), regarding Bureau's claim to negotiate with the Lessor on a blind vendor candidate to the lease of the Premises or, in the alternative, to provide BSBVI with a hearing before the Las Vegas City Council (the "Case"); and

WHEREAS, due to the filing of the Case and its pending determination by the Court, the parties agreed to temporarily suspend the Lease subject to the final outcome of the Case; and

WHEREAS, the Lessor and Lessee are desirous of continuing performance with the Lease and the Lessee has requested certain indemnification from the Lessor in event a decision in the Case prevents the Lessor's occupation and enjoyment of the premises.

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

1. **INDEMNIFICATION.** Notwithstanding the provisions of NRS Chapter 41, the Lessor agrees to indemnify the Lessee for the actual expenses it may incur for the construction and installation of tenant improvements, as described in the Lease, to the extent that a final decision in the Case by the Court prevents the Lessee from occupying the premises and utilizing those improvements. Reimbursement by the Lessor pursuant to this Indemnification Agreement shall be limited to actual expenses for construction and equipment necessary for Lessee's occupation pursuant to the Lease. The dollar amount of such reimbursement and indemnification shall be limited to a maximum of One Hundred Ninety Eight Thousand and 00/100 Dollars (\$198,000.00).

In the event that the Lessee's occupation of the Premises shall be prevented by a final decision of the Case by the Court and indemnification for tenant improvements and installed equipment is requested by the Lessee, the Lessor's obligation to indemnify and make reimbursement is dependent upon reasonable presentation of proof of the cost of

Lessee's expenditures. If the Lessee, at Lessee's option, desires to remove and carry away any installed furnishings or equipment which may be removed without significant damage to the premises, the expense of such furnishings and equipment shall be deducted from the amount of the indemnification the Lessor is responsible for.

2. **TERM.** This Indemnity shall be effective upon the approval and execution by the Las Vegas City Council for the Lessor and the Lessee. This Indemnity Agreement shall remain in effect until the Case has been resolved subject to the final outcome and determination by the Court. In the event that the Case is determined in favor of the Lessor and the Lease is unimpaired by the final outcome of the Case, this Indemnity Agreement shall immediately terminate.
3. **NO ASSIGNMENT.** Lessee may not assign this Indemnity Agreement or any rights accruing to Lessee without the prior written consent of Lessor.
4. **DISCLOSURE OF PRINCIPALS.** Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Lessee warrants that is has disclosed on the form attached as Exhibit "A", all principals and partners of Port of Subs, Inc., as well as all persons and entities holding more than a one percent (1%) interest in Port of Subs, Inc. Throughout the term hereof, Port of Subs, Inc., shall notify Lessor in writing of any material change in the above disclosure within 15 days of any such change.

IN WITNESS WHEREOF, the Lessor and Lessee have entered into this Indemnity Agreement as of the date set forth above.

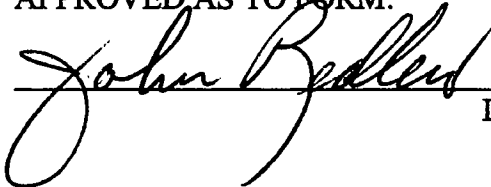
CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

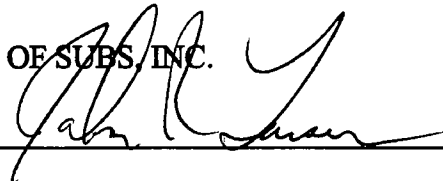
ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 8-24-04
Date

PORT OF SUBS, INC.

By: 
Its: PRESIDENT

9/15/04

FORM 1: DISCLOSURE OF PRINCIPALS

The principals and partners of Port of Subs, Inc., a Nevada corporation and all persons and entities holding more than 1% (one percent) interest in Port of Subs Inc., a Nevada corporation are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1.) John R. Larsen	5365 Mae Anne, Suite A-29 Reno, NV 89523	775-747-0555
2.) Patricia A. Larsen	5365 Mae Anne, Suite A-29 Reno, NV 89523	775-747-0555
3.) Lisa A. Moore	5365 Mae Anne, Suite A-29 Reno, NV 89523	775-747-0555

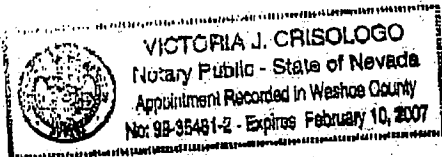
I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: Lisa Moore, Corp. Secretary
Lisa A. Moore, Corporate Secretary

Subscribed and sworn to before me this

18th day of AUGUST, 2004

Victoria J. Crisologo
Notary Public



FORM 1: DISCLOSURE OF PRINCIPALS

The principals and partners of Port of Subs. Inc., a Nevada corporation and all persons and entities holding more than 1% (one percent) interest in Port of Subs Inc., a Nevada corporation are the following:

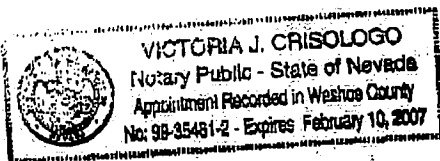
<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1.) John R. Larsen	5365 Mae Anne, Suite A-29 Reno, NV 89523	775-747-0555
2.) Patricia A. Larsen	5365 Mae Anne, Suite A-29 Reno, NV 89523	775-747-0555
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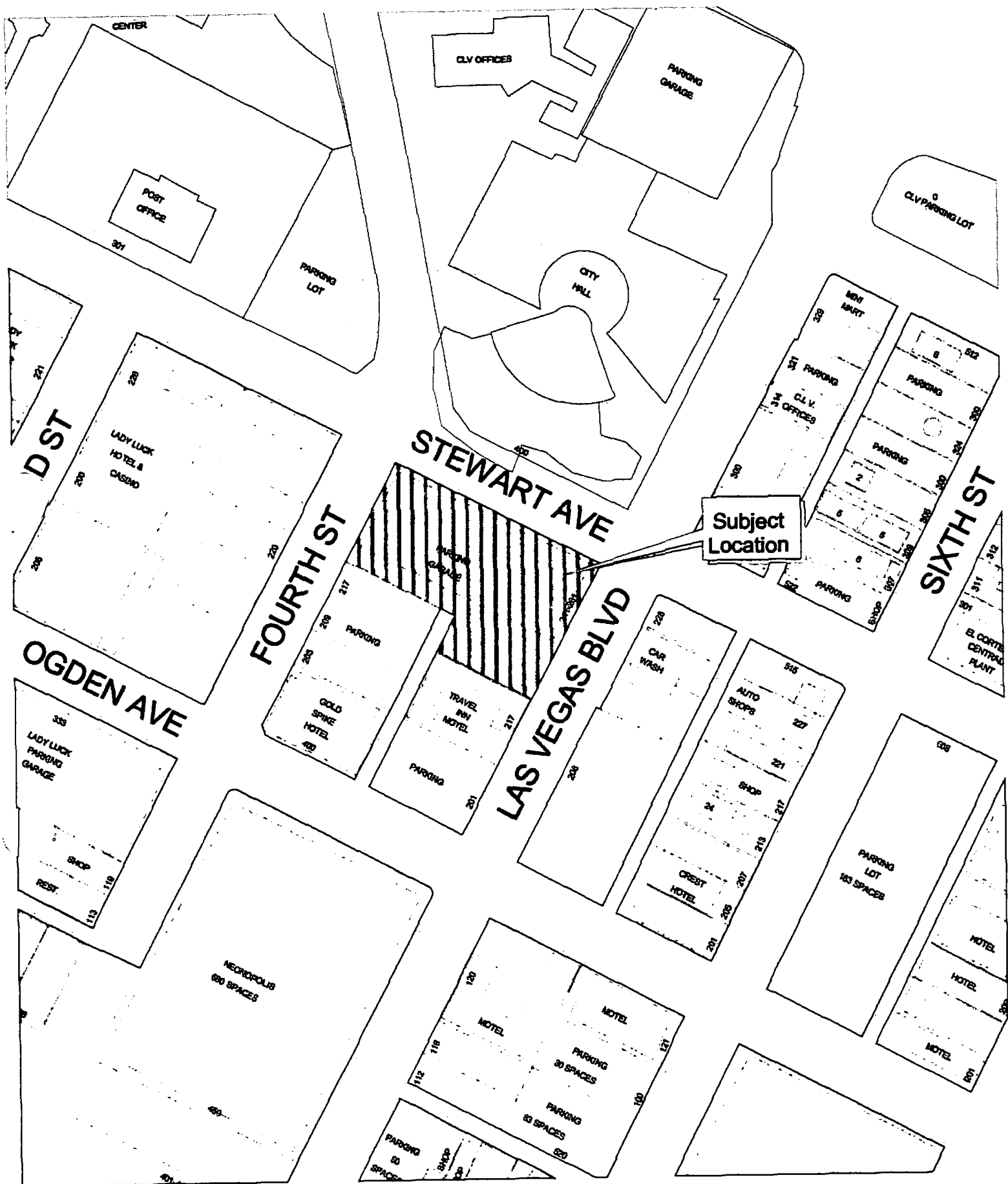
I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: Lisa Moore, Corp. Secretary
Lisa A. Moore, Corporate Secretary

Subscribed and sworn to before me this
18th day of August, 2004

Victoria J. Crisologo
Notary Public





Site Map

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

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

Fiscal Impact

☐

No Impact

Amount: \$36,597,489.89

☒

Budget Funds Available

Dept./Division: Accounting Operations

☐

Augmentation Required

Funding Source: All Funds

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

BACKUP DOCUMENTATION:

Summary of cash expenditures for the period 08/01/04 - 08/15/04

Total Services and Materials Checks	\$	22,490,925.42
Total Payroll Checks	\$	5,660,066.96
Total Wire Transfers	\$	8,446,497.51

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

City of Las Vegas

Summary of Cash Expenditures

For period of 08/01/04 - 08/15/04

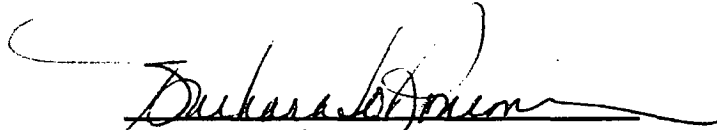
Total Services & Materials Checks :	\$22,490,925.42
Total Payroll Checks:	\$5,660,066.96
Total Wire Transfers:	\$8,446,497.51

Grand Total:	\$36,597,489.89

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



for. Mark R Vincent
Director of Finance



Barbara Ronemus
City Clerk

On September 1, 2004, the City Council approved the above cash expenditures.



Oscar Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval to provide \$260,000 additional funding from the City Facilities Capital Project Fund (CPF) fund balance for the City East Yard Building "A" Remodel Project - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

Amount: \$260,000

☐

Budget Funds Available

Dept./Division: Finance and Business Services

☒

Augmentation Required

Funding Source: City Facilities CPF

PURPOSE/BACKGROUND:

This remodel project was originally planned and funded based on the use of City crews for the labor component. Based on the size and schedule of the project, use of an outside contractor is required. This change in the project increases the estimated cost by \$260,000 for a total of \$600,000. Funding will be appropriated from available fund balance.

RECOMMENDATION:

Staff recommends approval to appropriate additional funding for the City East Yard Building A Remodel in the amount of \$260,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Las Vegas Veterans Centennial Committee, Location: Freedom Park, 850 North Mojave Road, Date: September 5, 2004, Type: Special Event General, Event: BBQ Picnic and Concert, Responsible Person in Charge: Rubie Ducksworth - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED as recommended – UNANIMOUS

MINUTES:

Under Item 1, JIM DiFIORE, Manager, Business Services, requested this matter be pulled forward for discussion to allow STAN WASHINGTON to make a correction. MR. WASHINGTON explained that the Las Vegas Veterans Promotions, the event coordinator and fundraiser for the Centennial Committee, would also be conducting alcohol sales on behalf of the Committee. However, when the application was submitted for this event, the name of Las Vegas Promotions was inadvertently omitted. He requested the name of Las Vegas Veterans Promotions be included in this application. MR. DiFIORE confirmed with MR. WASHINGTON that MS. DUCKSWORTH is still the responsible party.

CITY ATTORNEY JERBIC pointed out that this matter was placed on the agenda for the approval of a special event license for the Las Vegas Veterans Centennial Committee, and it would not be appropriate to amend this application and vote for two organizations as opposed to one. He suggested a permit be issued to the organization that is on the agenda and the Business Services manager can administratively review the addition of a second organization. MR. DiFIORE agreed to do the administrative review.

(9:35 – 9:38)

1-908

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Lagun Onak Las Vegas Basque Club, Location: Sammy Davis Jr. Festival Plaza, Lorenzi Park, 3333 West Washington Avenue, Date: October 10, 2004, Type: Special Event General, Event: Basque Festival, Responsible Person in Charge: Jose Beristain - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Mexican Patriotic Committee, Location: Freedom Park, 850 North Mojave Road, Date: September 12, 2004, Type: Special Event Beer/Wine, Event: Mexican Independence Celebration, Responsible Person in Charge: Eddie Escobedo - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Royal Festivals, Inc., Location: Boca Park, 510 South Rampart Boulevard, Dates: September 14-19, 2004, Type: Special Event General, Event: San Gennaro Italian Feast, Responsible Person in Charge: Orlando Maffucci - Ward 2 (Wolfson)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

WOLFSON – APPROVED as recommended – UNANIMOUS

MINUTES:

ANTHONY PAMASANO was present.

COUNCILMAN WOLFSON asked ROBERT GENZER, Director, Planning and Development, if the additional conditions that were placed on this applicant are being met. MR. GENZER answered that during last year's San Gennaro Feast event a number of issues were raised by citizens who live in the vicinity regarding traffic and parking. As a result of those concerns, he and staff met with MR. PAMASANO and issued him a temporary commercial permit for this year's event with a number of conditions that he has agreed to, including adequate security and enforcement of parking regulations. Immediately following this year's event both parties will meet to discuss any issues that may have arisen during this year's event in order to address any problems for future events. MR. GENZER noted that the site at Boca Park is used throughout the year for various events and the concerns of the City are not unique to this event. MR. PAMASANO concurred with the conditions and then described some of the amenities of this year's event.

(9:38 – 9:41)

1-1005

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Dino's Lounge, Location: The Funk House, 1228 South Casino Center Boulevard, Dates: October 1 and November 5, 2004, Type: Special Event Beer/Wine, Event: First Friday, Responsible Person in Charge: Kristin Bartolo - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Higco, Inc., dba Three Angry Wives Pub, 8820 West Charleston Boulevard, Suite 105 (parking lot), Date: October 2, 2004, Type: Special Event General, Event: First Year Anniversary Party, Responsible Person in Charge: Erin O'Hayer - Ward 2 (Wolfson)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Business Name for a Restaurant Service Bar License, Big Daddy's Enterprise, Ltd., dba From: Mama Jo's Bistro, To: Tequila Sunrise Cantina, 8427 West Lake Mead Boulevard, Larry H. Schwartz, Mgr, Stephanie A. Schwartz, Mgr, S & L Enterprises, Inc., Mmbr, 90%, Larry A. Schwartz, Dir, Pres and Stephanie A. Schwartz, Dir, Secy, Treas, 100% jointly as husband and wife - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Business Name for a Restaurant Service Bar License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Franchisee for a Beer/Wine/Cooler On-sale License, Sizzler USA Restaurants, Inc., dba Sizzler Steak-Seafood-Salad, 307 South Decatur Boulevard, Witman's Food, LLC, Franchisee, Junaid K. Sheikh, Mgr, Mmbr, 60%, Arthur D. Church, Mgr, Mmbr, 40%, Krishnakumar D. Pandya, Lender - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Franchisee for a Beer/Wine/Cooler On-sale License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Restricted Gaming License for 2 slots subject to confirmation of approval by the Nevada Gaming Commission, Kim & Kim, dba 7-Eleven Food Store #13699C, 2409 Tam Drive, Heon J. Kim, Franchise Mgr, Jeong M. Kim, Franchise Mgr - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Restricted Gaming License for 2 slots

RECOMMENDATION:

Recommend approval subject to confirmation of approval by the Nevada Gaming Commission

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

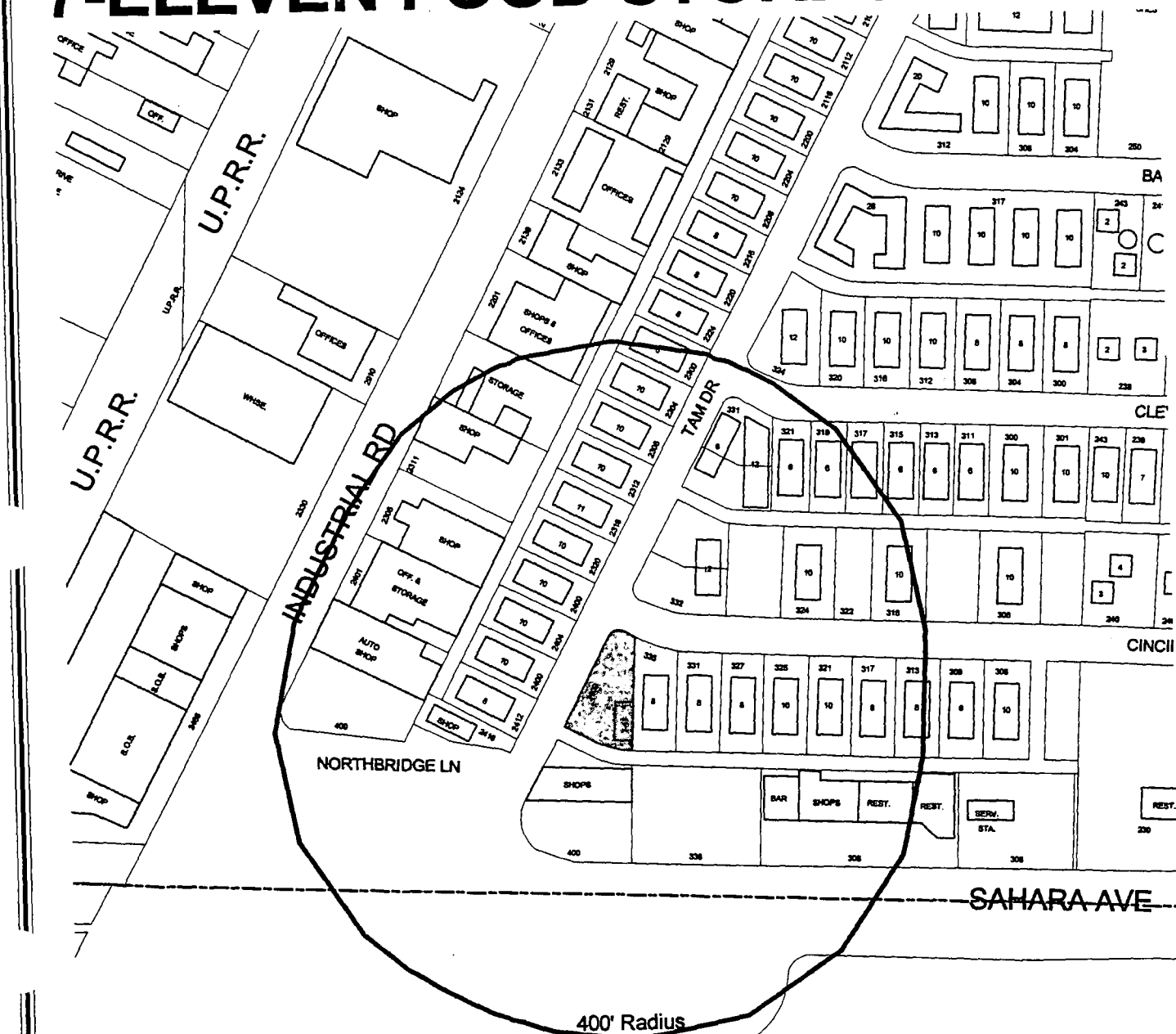
MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

7-ELEVEN FOOD STORE #13699C



0 100 200 Feet



13



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Location for a Burglar Alarm License, Hometronic, dba Hometronic,
From: 101 South Rainbow Boulevard, Suite 6, To: 2480 North Decatur Boulevard, Suite 180,
Dean M. Poser, Dir, Pres, Secy, 50%, David J. Poser, Dir, Treas, 50% - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Location for a Burglar Alarm License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK**
abstaining on Item 54 to avoid any conflict because it involves a company with which his
firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

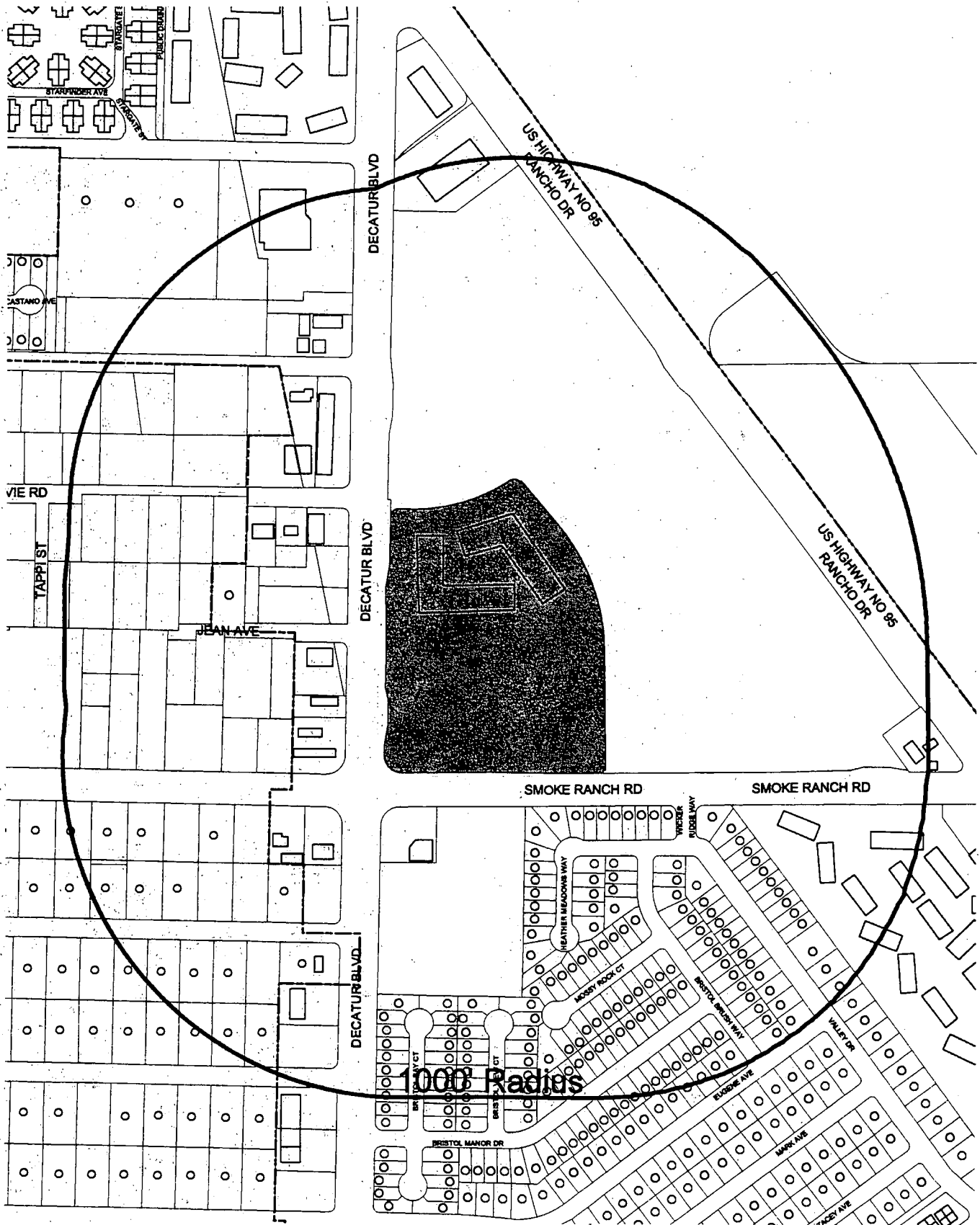
MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

Hometronic



0 200 400 Feet



14



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Hypnotist License, Cynthia Abdelsayed, dba Cynthia Abdelsayed, 2820 West Charleston Boulevard, Suite A-6, Cynthia E. Abdelsayed, 100% - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

☐

Budget Funds Available

☐

Augmentation Required

Amount:

Dept./Division:

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Hypnotist License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

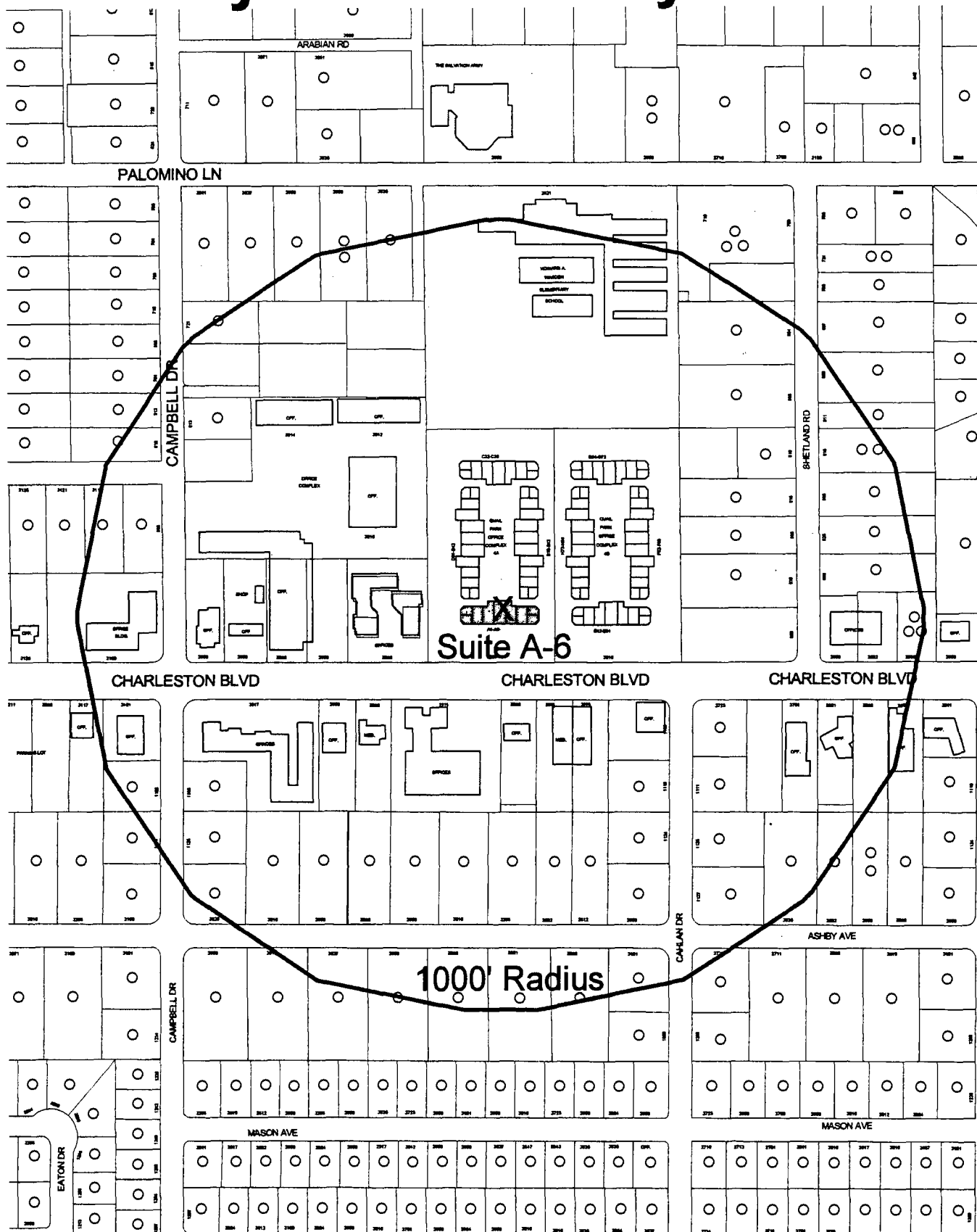
MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

Cynthia Abdelsayed



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Hypnotist License subject to the provisions of the fire codes, Bernice Cain, dba Bernice Cain, 4750 West Sahara Avenue, #34, Bernice A. Cain, 100% - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

☐

Budget Funds Available

☐

Augmentation Required

Amount:

Dept./Division:

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Hypnotist License

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

NOTE: Under Item 2, COUNCILMAN MACK disclosed that Items 2 and 43 pertain to sites located near the Lady Luck Casino, with which his brother-in-law, ANDREW DONNER, has a contract related to its non-restricted gaming license. Also, the locations involved in Items 16, 52, and 53 are near SuperPawn shops owned by his brother, STEVEN MACK, for whom he does consulting. Neither of his relatives have mentioned any of these items to COUNCILMAN MACK, and he did not believe any of the aforementioned items would impact his family's interests; therefore, he stated that he would be voting on Items 2, 16, 43, 52, and 53.

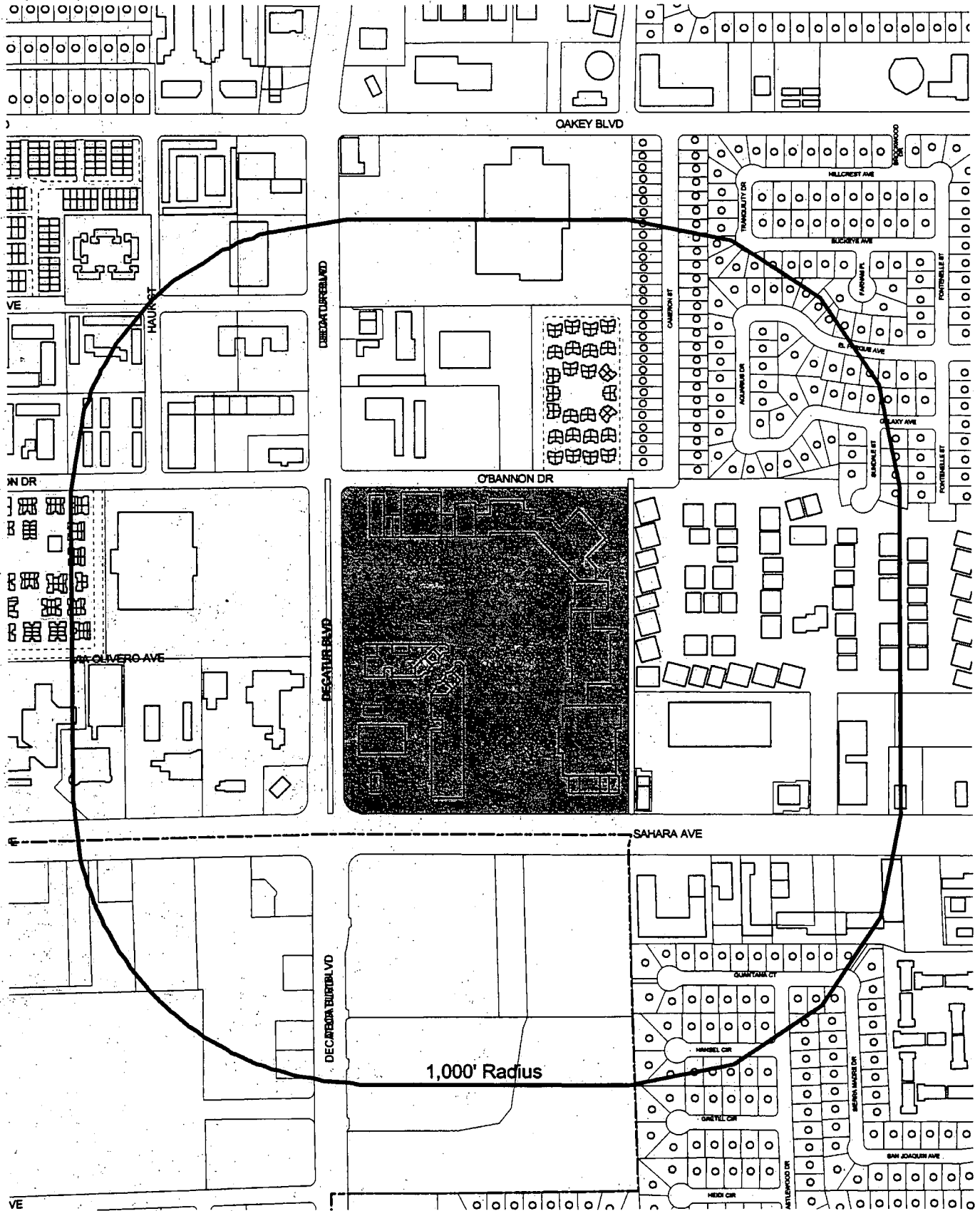
MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-794

BERNICE CAIN



0 200 400 Feet

16



AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Location for a Locksmith License, Alan Cross, dba Lockshop, From: 837 South Rainbow Boulevard, To: 4760 West Dewey Drive, #117, Alan Cross, 100% - County

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Location for a Locksmith License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Preapproval of award of Bid No. 05.1730.09-LED, Modification of Lake Mead Boulevard and Tenaya Way Intersection to the lowest responsive and responsible or best bidder and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - (Monetary range \$450,000 to \$660,000 - Road and Flood Capital Projects Fund) - Ward 4 (Brown)

Fiscal Impact☐**No Impact****Amount: \$660,000**☒**Budget Funds Available****Dept./Division: Public Works**☐**Augmentation Required****Funding Source: Road and Flood CPF****PURPOSE/BACKGROUND:**

This project consists of constructing exclusive westbound and eastbound right turn lanes on Lake Mead Boulevard and dual left turn lanes on each leg of the intersection. The work shall include traffic signal and street light relocation, electrical work related to relocation, removal and replacement of curb, gutter and sidewalk, asphalt concrete pavement removal and replacement, relocation of existing storm drain and other related work.

PCC: L. E. Davis

RECOMMENDATION:

That the City Council preapprove the award of Bid No. 05.1730.09-LED, Modification of Lake Mead Boulevard and Tenaya Way Intersection to the lowest responsive and responsible or best bidder and approve the construction conflicts and contingency reserve set by Finance and Business Services in the monetary range of \$450,000 to \$660,000. Authority to execute contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to bring forward and Hold in ABEYANCE Item 18 to 9/15/2004 and STRIKE Items 56 and 57 – UNANIMOUS

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-794

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Interlocal Agreement between the City of Las Vegas and University Medical Center for Paramedic Training and Clinical Experience - Department of Fire and Rescue - Award recommended to: UNIVERSITY MEDICAL CENTER (Estimated annual amount of \$80,000 - General Fund)

Fiscal Impact

☐

No Impact

Amount: \$80,000

☒

Budget Funds Available

Dept./Division: Fire and Rescue

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

This requirement will provide for training and clinical experience for 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 insure that the Paramedics receive training in accordance with Nevada Revised Statutes.

This requirement is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), professional services.

PCC: K. Falline

POC: Donald Haight - (702) 383-2758

CFN: 040372-LW

RECOMMENDATION:

That the City Council approve the Interlocal Agreement between the City of Las Vegas and University Medical Center for Paramedic Training and Clinical Experience in the estimated annual amount of \$80,000. Authority to execute Agreement is given to Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

CITY COUNCIL MEETING OF SEPTEMBER 1, 2004

Consent – Finance and Business Services

Item 19 – Approval of Interlocal Agreement between the City of Las Vegas and University Medical Center for Paramedic Training and Clinical Experience - Department of Fire and Rescue - Award recommended to: UNIVERSITY MEDICAL CENTER (Estimated annual amount of \$80,000 - General Fund)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Annual Contract No. 050056 for furniture installation and services, to include reconfigurations, design, project management and inventory management - Various Departments - Award recommended to: FACILITEC OF NEVADA (\$50,000 - General Fund)

Fiscal Impact

☐

No Impact

Amount: \$50,000

☒

Budget Funds Available

Dept./Division: Various Departments

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

This contract provides the installation of Haworth furniture and services, to include reconfigurations, design, project management and inventory management from date of award through August 31, 2005 with options to renew as long as the bidding exception applies.

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

PCC: D. Kaplan

POC: Matt Hopton - (702) 926-8012

RECOMMENDATION:

That the City Council approve Contract No. 050056 to Facilitec of Nevada in the estimated annual amount of \$50,000 from date of award to August 31, 2005, with annual renewals as long as the bidding exception applies. Authority to execute Contract is given to Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: **APPROVED** under separate actions (see individual items)

Items 18, 52 & 53: **ABEYANCE** under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID L. WASHINGTON

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a donation of a truck and trailer from the Las Vegas Metropolitan Police Department (LVMPD) to Las Vegas Fire & Rescue for its Technical Rescue Operations - All Wards

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

A 2-1/2 ton truck and a 1-1/2 ton trailer, no longer needed by LVMPD, have been offered at no cost to Las Vegas Fire & Rescue for its Technical Rescue Operations function. The vehicle is listed as "M35A2" and was appropriated initially through the military 1033 program. This program allows LVMPD to donate the vehicle to another agency as long as the new user does not export the vehicle out of the country. The vehicle will be used to haul lumber and specialty equipment to any structural collapse and trench rescue emergencies.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

DLA Form 1822

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

IFB/CONTRACT/OFFER/EF122/EF123 ORDER NO.

END-USE CERTIFICATE**(STATEMENT REGARDING DISPOSITION AND USE OF PROPERTY)**(Please read Privacy Act Statement on reverse before completing this form.
If additional space is required, use separate sheets and identify by Block Number.)**TYPE OR PRINT ALL INFORMATION****FOR AGENCY USE ONLY**

TFC CLO	PRIMARY PURCHASER	SUB-PURCHASER			
		1	2	3	4
YES					
NO					

Form Approved
OMB No. 0704-0382
Expires Dec 31, 2004

The public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to DoD, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to either of these addresses. RETURN COMPLETED FORM TO THE OFFICE STATED ON THE IFB, SOLICITATION OR PROPOSAL.

INSTRUCTIONS: This form must be fully completed by all applicants for Munitions List Items (MLI)/Commerce Control List Items (CCLI) prior to acceptance by the U.S. Government and constitutes an integral part of this bid. The information given must be true and correct and will become a part of this contract. Every block MUST have an entry. If necessary, insert "NONE", "SAME AS BLOCK X" or "NOT APPLICABLE" (do not use "N/A"). If the applicant is acting solely as an Agent, a DLA Form 1002 must be signed by the Principal. The term Approving Official is used to indicate the person authorized to act for the U.S. Government (Sales Contracting Officer, Plant Clearance Officer or other designated individual). FOR ALL SALES OF PROPERTY APPROVED BY PLANT CLEARANCE OFFICERS UPON THE REMOVAL OF THE PROPERTY, ALL DOCUMENTATION REQUIRED BY THIS FORM WILL BE FORWARDED TO THE IDENTIFIED TRADE SECURITY CONTROL OFFICE.

The following applies to all property subject to sale using this form: the use, disposition, export, or re-export of this property, is subject to the prohibitions, penalties, and other provisions of the economic programs administered by the Office of Foreign Assets Control, U.S. Treasury Department, 31 CFR Chapter V.

THIS STATEMENT IS SUBMITTED IN CONNECTION WITH:☐ SALE ☐ EXCHANGE ☒ OTHER: Donation**LINE ITEM NUMBER/COMMODITY**M35A2 2 1/2-ton truck / 1 1/2-ton trailer**NAME (Last, First, Middle)**Las Vegas Fire Rescue
Lawson, Roy
Budget Analyst**OSHA/ENR CARD NO./COUNTRY ID****DATE OF BIRTH (MM/DD/YY)****PLACE OF BIRTH (City or County, State, Country)****TELEPHONE NUMBER (Include Area Code)**(702) 383-2888**MAILING ADDRESS**City of Las Vegas
Las Vegas Fire Rescue
500 N. Casino Center Blvd.
Las Vegas, NV 89101**PHYSICAL ADDRESS**Same as mailing address**SECTION I. GENERAL INFORMATION**

APPLICABILITY: This statement applies to the property for which we have submitted our bid/offer pursuant to the above identified invitation.

1. TYPE OF FIRM☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP ☐ CORPORATION ☒ OTHER (Specify): Government**2. NATURE OF END-USER'S BUSINESS**Fire Rescue**3. NATURE OF PRINCIPAL'S BUSINESS**Fire Rescue**4. FIRM'S ID/FEDERAL TAX NUMBER**88-6000198**5. BUSINESS/CORPORATION HEADQUARTERS**City of Las Vegas
Las Vegas Fire Rescue
500 N. Casino Center Blvd.
Las Vegas, Nevada 89101**6. BRANCH OFFICE**Not Applicable**B. ADDRESS (Physical location)****B. ADDRESS (Physical location)**Not Applicable

7. ALL CORPORATE OFFICERS, PARTNERS AND/OR AGENTS ARE TO PROVIDE, ON SEPARATE SHEETS OF PAPER, THEIR NAMES, ADDRESSES, SSNs, DATES AND PLACES OF BIRTH. FAILURE TO PROVIDE THIS INFORMATION COULD RESULT IN SIGNIFICANT DELAY OR DENIAL OF THE AWARD.

SECTION II. END USE/USER INFORMATION. If this is a negotiated exchange, identify the property being exchanged:**1. PURPOSE. THE PROPERTY REFERRED TO IN ABOVE IFB/OFFER NUMBER WILL BE UTILIZED FOR THE FOLLOWING:**

Enter an 'X' in the appropriate item(s) below. In the case of resale, then 1.F. or 1.G. MUST be marked.

☐ A. Retention for the following specific use (see note):	☐ B. Resold in the form received for the following use (see note):	☒ C. The property will not be sold or otherwise disposed of for use outside of the United States or to non-U.S. Citizens/Nationals in the United States.
☐ D. The property may be exported or re-exported in the form received to the following country/countries:	☐ E. Resale after following alteration (description of final product): In (Country/Countries): and distribution in (Country/Countries):	☐ F. If sold, name, address, and telephone number of sub-purchaser(s):

☐ G. The customers are unknown at this time. If required by the contract/transfer document, I will obtain prior written approval for the resale of any of the property covered by this contract.

ADDITIONAL INFORMATION: State any other material facts relating to end user and use of the property which may be of value in considering the proposal.

NOTE: Example of specific uses: AIRCRAFT. The bidder/recipient certifies that the aircraft will be used: as a flyable aircraft; as a nonflyable aircraft to be used only for parts, display, or ground instruction, etc.; for resale as a flyable aircraft.

SECTION III. UNDERSTANDING AND NOTIFICATIONS

1. The use, disposition, export and re-export of this property is subject to all applicable U.S. Laws and Regulations, including but not limited to the Arms Export Control Act (22 USC 2751 et seq.); Export Administration Act of 1979 (50 USC App. 2401 et seq.) as continued under Executive Order 12824; International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 600 et seq.) and the Espionage Act (18 USC 793 et seq.); which, among other things, prohibit:

A. The making of false statements and concealment of any material information regarding the use or disposition, export or re-export of the property and

B. Any use, disposition, export or re-export of the property not permitted by applicable statute and regulation.

2. The submission of false or misleading information and/or concealment of any material facts regarding the use, disposition or export of this property may constitute a violation of provisions of 18 USC 793/1001, 22 USC 2778/2779, 50 USC App. 2410, and 50 USC App. 1-44. Sanctions for violations will be in conformity with U.S. laws and regulations (including Federal Acquisition Regulations and DoDD 2030.8) and may include the denial of U.S. export privileges and of any participation in future U.S. Government contracts.

3. Transfers of MLI and CCLI property by purchasers/bidders are subject to the requirements of the appropriate licensing department or agency. In many cases, an export license or other authorization may be required. With respect to MLI, registration of the purchaser's/bidder's business with the Department of the State may also be required. It is the responsibility of the purchaser/bidder to determine what the applicable requirements may be and to obtain all necessary authorization or approvals.

4. When MLI/CCLI property is transferred, the information in this form regarding the above laws and regulations must be passed to the subsequent purchaser/recipient. Records of Resale in buyer's possession should be available for Trade Security Controls Office review, if requested.

5. The Invitation For Bid and Sale/Exchange Contract number can be referenced when submitting an application for an export license or other authorization to the Department of State for MLI or Department of Commerce for CCLI.

6. The Government expects the Purchaser/Recipient to cooperate with all authorized Government representatives to verify the existence and condition of MLI/CCLI.

SECTION IV. CERTIFICATION STATEMENT TO BE SIGNED BY BIDDER AT TIME OF RESPONSE TO IFB

1. I do certify that all information given in this Statement Regarding Disposition and Use of Property is true and correct to the best of my knowledge and belief and have not knowingly omitted any information which is inconsistent with this statement. I understand this statement will be referred to and be a part of the contract of sale/exchange with the U.S. Government. I agree to submit a written request for amendment of this statement to the Approving Official prior to effecting any change of fact or intention from that stated herein or in any prior amendment, whether occurring before or after the release of the commodities, and not to effect such changes without first receiving written approval of the Approving Official.

2. I acknowledge having been advised that the MLI/CCLI property I purchased is controlled by the U.S. Government and in many cases cannot be transferred (exported, sold or given) to a foreign country, a non-U.S. Citizen/National or a non-Permanent US Resident without a valid State/Commerce Department export authorization. Should I transfer this property to a foreign country, a non-U.S. Citizen/National or a non-Permanent US Resident, I will obtain any required authorization before making such transfers. I will not transfer this property to countries, regimes and nationals targeted under the sanctions program administered by the U.S. Treasury Department's Office of Foreign Assets Control.

3. Neither the applicant, corporate officers, directors or partners is:

- A. The subject of an indictment for or has been convicted of violating any of the U.S. Criminal statutes enumerated in 22 CFR 120.27 since the effective date of the Arms Export Control Act, Public Law 94-329, 90 Stat. 729 (June 30, 1976); or
- B. Ineligible to contract with, or to receive, a license or other approval from any agency of the U.S. Government.

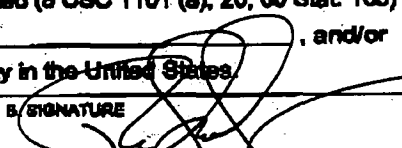
4. The person signing this DLA Form 1822 is:

- ☒ a Citizen of the United States of America, or
- ☐ lawfully admitted to the United States for Permanent Residence and maintains such residence under the Immigration and Nationality Act, as amended (8 USC 1101 (a), 20, 60 Stat. 163) , or
- ☐ a Citizen of _____, and/or
- ☐ is an official of a foreign government entity in the United States.

A. NAME (Type or print)

Roy Lawson

B. SIGNATURE



C. DATE SIGNED

10-1-04

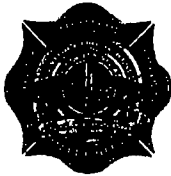
PRIVACY ACT STATEMENT

AUTHORITY: 10 USC 196; 40 USC 471; 50 USC 2411; 22 USC 2751; and EO 9397.

PRINCIPAL PURPOSE(S): Determine applicant eligibility to participate in the program and ensure that property recipients comply with the terms of the sale.

ROUTINE USES: Data may be disclosed to the Departments of State, Commerce, Treasury, Transportation and Justice for determining compliance with applicable laws and regulations and to the General Services Administration to determine presence of delinquent proceedings against a recipient.

DISCLOSURE: Voluntary; however, failure to provide the requested information may result in ineligibility to receive surplus or foreign personal property. DLA PRIVACY ACT SYSTEM NOTICE 5800. 10 DLSC APPLIES - SEE THIS NOTICE FOR FURTHER INFORMATION.



Las Vegas Fire and Rescue

Special Operations

Vehicle Donation Request

Vehicle Donation from Las Vegas Metropolitan Police Department

Las Vegas Fire and Rescue has been offered a service vehicle from the Metropolitan Police Department. It will be utilized by the LVFR Technical Rescue Team to pull a 24' trailer. The vehicle is M35A2 2 ½ ton truck that was appropriated by LVMPD through the military 1033 program. The vehicle is no longer needed and available to LVFR at no cost.

US Military 1033 Program

LVMPD acquired vehicles and helicopters through the US Military several years ago. The program allows the responsible agency (LVMPD) to donate the vehicle to another agency. Form 1822 is a document that must be filled out by the agency utilizing the equipment. That document basically states that the user will not export the vehicle out of the country. When LVFR no longer needs this vehicle we must submit form 1822 to the new owner/user. This form is then sent to the State coordinator to remove the vehicle from LVFR inventory.

Vehicle Condition

LVFR Fire Service Mechanic Ken Braker inspected the vehicle in question and stated that the unit runs sound and is in good running condition. The only items that will need to be addressed are the seat upholstery and new paint.

Vehicle Utilization

LVFR Technical Rescue recently purchased a 24' utility trailer that will haul lumber and misc. equipment to structural collapse and trench rescue emergencies. The trailer is capable of hauling 14,000 pounds. The van that is currently used to pull the trailer is only capable of pulling 9500 pounds.

A vehicle capable of hauling the new utility trailer was requested through the 2004/2005-budget process. This request was denied. In the interim we plan on using the vehicle offered by LVMPD to haul the utility trailer. Grant availabilities have been unsuccessful to this point and time. We will continue to seek grant monies, as well as request money in upcoming budgets.

Cost

LVMPD is donating the vehicle to LVFR. The only cost associated will be for paint, seat upholstery, and a trailer hitch. We estimate that this will cost between \$1000-1500. The current Special Operations budget can absorb the cost for the above items.

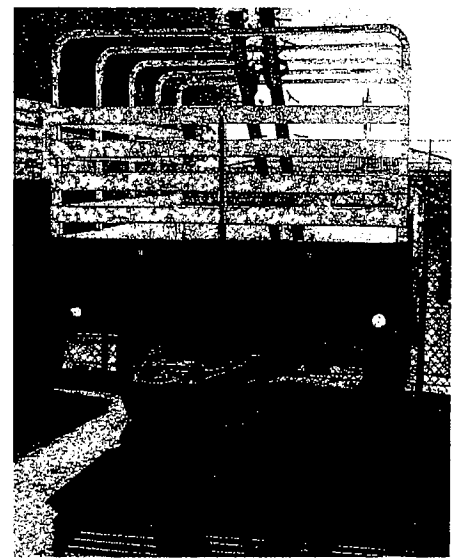
Conclusion

The acquisition of this vehicle from LVMPD will greatly benefit LVFR Technical Rescue Team. Transporting lumber and equipment to structural collapse and trench rescue emergencies is critical for a timely rescue. Until funds are available for an up-to-date vehicle that is capable of pulling the TRT utility trailer we will be able to transport needed equipment with the donated vehicle.



Paint and re-upholster

M35A2 2 ½ ton



**1 ½ ton utility trailer is
part of the vehicle**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: F. CLAUDETTE ENUS

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval to create one regular full time Construction Inspector position for the Providence SID #607 in the Public Works department (\$72,100 - Providence SID Offsite Inspections Special Revenue Fund) - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

☐

Budget Funds Available

☒

Augmentation Required

Amount: \$72,100

Dept./Division: Public Works/City Engineering

Funding Source: Offsite Inspections Special Revenue Fund

PURPOSE/BACKGROUND:

SID #607's construction valuation and the aggressive 2.5 to 4 year build out schedule requires the creation and filling of this critical position. The anticipated increase in workload is significant. Current staff resources are insufficient in providing the timely inspection coverage and reimbursements as mandated through the SID and still maintain current levels of service in other areas. The position will be funded through the \$51.2 million bond issue for the Providence SID #607. The District Financing Agreement approved by City Council identifies approximately \$1.7 million to cover the City's costs associated with construction inspection and material testing services. This position will be fully funded from the dedicated portion of the bond proceeds.

RECOMMENDATION:

It is recommended that creation of a regular full time Construction Inspector II position be approved.

BACKUP DOCUMENTATION:

Human Resource Employee/Position Request (EPR) #0555PW

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

City of Las Vegas

Human Resources Employee/Position Request (EPR)

Action # 0555PW

Department: Public Works
Division: City Engineer/Offsite Inspection & Testing
Contact Person: Patty Moyer
Contact Phone Ext: 2184

Date Initiated: 7/29/04
Effective Date: 8/16/04
Council Target Agenda Date: TBD
Employee Name:
Employee Phone Ext:
Position Requests: Create Regular Position

Employee Requests: Hire

DEPARTMENT DIRECTOR APPROVED: YES ☒ NO ☐

JUSTIFICATION SUBMITTED: N/A ☐ YES ☒ NO ☐

If other was selected, explain here:

Current (For Dept Use)

Position #: TBD
Job Title: Construction Inspector II (X)
Grade: CC.42
Position Type: Regular
Position Status: Straight Fill
Costing Org.: 15203 Funding Source: General Fund
Location: PW CITY ENG OIT
Position Name (if under/over-filled):
Grade:
Scheduled Hours per Week:
Duration:
Function: Public Works

Proposed (For Dept Use)

Position #: TBD
Job Title: Construction Inspector II (X)
Grade: CC.42
Position Type: Regular
Position Status: Under Fill
Costing Org.: 23321 Funding Source: Special Revenue
Location: PW CITY ENG OIT
Position Name (if under/over-filled): Construction Inspector I (X)
Grade: CC.38
Scheduled Hours per Week: 40
Duration: Flex Period
Function: Public Works

Department Justification

Explain why this request is needed. Include projected impact to programs, customer service levels and citizens.

Given S.I.D. #607's construction valuation and the aggressive 2-1/2 to 4 year build out schedule, the creation and filling of this position is critical. The anticipated increase in workload is significant enough to justify one new full time inspector position. Our current staff resources are insufficient in providing the timely inspection coverage and reimbursements as mandated through the S.I.D. and still maintain our current levels of service in other areas. Overtime costs to utilize existing staff and/or the cost to outsource this service to a private consultant are significantly higher than simply hiring a new construction inspector. The Cliff Edge LLC is contractually required to construct the projects identified in the Engineers Report for Providence S.I.D. #607 in accordance with the full and detailed plans and specifications approved through the City's Land Development process. The position being requested will ensure Cliffs Edge LLC's compliance with the contract. The position will be funded through the \$51.2 million bond issue for the Providence S.I.D. #607. The District Financing Agreement approved by City Council identifies approximately \$1.7 million to cover the City's costs associated with construction inspection and material testing services. The position requested by this justification will be fully funded from the dedicated portion of the bond proceeds.

NOTE: This position is critical to have in place for the Providence SID #607. Due to the length of the project (2 1/2 to 4 years) our system does not allow for "temporary" employees to be in place for longer than one (1) year. We would expect that the individual hired for this position would understand and sign that they are aware that their employment is tied to this project and has an end date (2 1/2 - 4 year build out schedule) and that their employment would end at project completion (HR normally prepares such letters). We are also anticipating 3-4 retirements over the next 4 years and it would be likely that we could hold a position for a couple months and transfer this employee into a regular position near the project completion date. PJC approved filling of position at meeting of July 19, 2004. Position is a NEW position - to be created for the Providence S.I.D.

Job Analysis requested: No

Human Resources Information

Employee to under fill newly created position. JUSTIFICATION APPROVED THROUGH THE REVIEW COMMITTEE ON 7/19/04. nbs 7/30/04

Finance & Business Services Information

Fiscal impact of salary plus benefits:

Current fiscal year \$ 47,100 Annualized \$ 72,100 * Current fiscal year budgeted amount \$ -0-

Finance Notes: Fiscal impact calculated at Grade C38, Step 4 (midpoint).

Spoke with Patty Moyer to confirm position would be 100% dedicated to Providence 607 SID. Costing has been changed from org 15203-General Fund to org 23321-Providence SID Offsite Inspections Special Revenue Fund. Item marked as Augmentation Required since this is a new org that was not budgeted in FY05. \CFalder

New position #, if applicable:

Budget Augmentation: ☒ Budget Augmentation requires Council approval.

Analyst: DPhillips Date: 8/2/04 Calculated by: L. Kutch Date: 8/2/04
Manager: CFalder Date: 8/2/04 Entered by: n/a;lk Date: 8/2/04

* Figure used to determine approval level required.

Approving Authority

- ☐ Annualized fiscal impact is \$5,000 or less; Acting Pay, Flex Promotions, and Hourly positions; Human Resources Director or designee signature required.
- ☐ Annualized fiscal impact is \$5,000.01 to \$25,000: City Manager or Deputy City Manager signature required.
- ☒ Annualized fiscal impact is over \$25,000: **City Council approval IS required.** Human Resources will place on next available agenda; the requesting department director must attend the Council meeting to respond to questions.
- ☐ Annualized fiscal impact is over \$25,000; **City Council approval MAY be required.**
- ☐ Annualized fiscal impact is over \$25,000; **City Council approval is NOT required.**

Authorized Signature

Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: LEISURE SERVICES

DIRECTOR: BARBARA P. JACKSON, DPA ☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Interlocal Agreement between Clark County and the City of Las Vegas to utilize Fiscal Year 2004/2005 County Grant funds in the amount of \$20,000 for the Visual Arts Summer Camp Program - Ward 5 (Weekly)

Fiscal Impact

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

PURPOSE/BACKGROUND:

The Interlocal Agreement between Clark County and the City of Las Vegas shall be that the City of Las Vegas find appropriate means of providing summer recreational activities to children who reside in low income areas of Clark County and to which the Clark County Parks and Recreation Department provide alternative recreational, educational and cultural activities for youth

RECOMMENDATION:

Staff recommends City Council approval

BACKUP DOCUMENTATION:

1. Letter from Clark County
2. Interlocal Agreement

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852



Department of Finance Community Resources Management

500 S Grand Central Pky 5th Fl • PO Box 551212 • Las Vegas NV 89155-1212
(702) 455-5025 • Fax (702) 455-5038

George W. Stevens, Chief Financial Officer • Douglas R. Bell, Manager

July 30, 2004

Dr. Marcia Robinson
Director, West Las Vegas Arts Center
City of Las Vegas
947 West Lake Mead Blvd
Las Vegas, Nevada 89106

Dear Dr. Robinson:

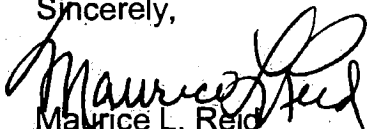
RE: INTERLOCAL AGREEMENT, VISUAL ARTS SUMMER CAMP PROGRAM

Attached is an original copy of the Interlocal Agreement between Clark County and the City of Las Vegas to utilize Fiscal Year 2004/2005 County Grant funds in the amount of \$20,000 for the Visual Arts Summer Camp Program.

Could you please have the City Attorney review, sign, and place the agreement on the City Council Agenda for approval. After City Council approval, could you please return the entire original copy of the agreement to me so that I can place it on the Board of County Commissioners agenda.

Should you have any questions, please feel free to contact me at 455-5030.

Sincerely,


Maurice L. Reid
Management Analyst II

Attachments: Interlocal Agreement

**INTERLOCAL AGREEMENT TO PROVIDE FUNDS TO
THE CITY OF LAS VEGAS
FOR THE WEST LAS VEGAS ARTS CENTER PERFORMING
AND VISUAL ARTS SUMMER CAMP**

WHEREAS, the CITY OF LAS VEGAS ("Recipient"), is a public agency, which seeks funds for the West Las Vegas Arts Center Performing and Visual Arts Summer Camp located at 947 West Lake Mead Boulevard, (the "Project"); and

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

WHEREAS, the City of Las Vegas is finding appropriate means of providing summer recreational activities to the children that reside in low income areas in Clark County; and

WHEREAS, the County's Parks and Recreation Department provides alternative recreational, educational, and cultural activities for youth; and

WHEREAS, the Project will directly supplement the aforementioned program of the County Departments of Parks and Recreation; and

WHEREAS, Recipient has requested financial assistance from Clark County (the "County") to assist with the cost of operations for the Program, administered primarily at 947 West Lake Mead Boulevard in Las Vegas, Nevada, 89106; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT AGREED by the Board of County Commissioners of Clark County, Nevada, and the City of Las Vegas, that County funds be provided to Recipient for the Project, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide a maximum of TWENTY THOUSAND AND NO/100TH DOLLARS (\$20,000) in Fiscal Year 2004/2005 County Fund 203 funds (the "Funds") to Recipient for the West Las Vegas Arts Center Performing and Visual Arts Summer Camp located at 947 West Lake Mead Boulevard in Las Vegas for the Project, for Fiscal Year 2004/2005, as outlined in Exhibit "A", "Expenditures Eligible for Reimbursement", attached hereto and incorporated herein as if fully set forth.

B. Recipient will provide program services to clients in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to execute the Project, and will keep and maintain in effect at all times any and all licenses, permits, notices, and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes as required.

C. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the Project except the provision of financial support and the receipt of such reports as are provided for in this Agreement. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Agreement is intended to appoint Recipient as an agent of the County. The Board of County Commissioners has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices or records may be construed as appointing, Recipient an agent to the County.

D. Recipient may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

E. Recipient shall allow duly authorized representatives of the County, or independent auditors contracted by the County, to conduct such reviews, audits, and on-site monitoring of the Project as the reviewing entity deems to be appropriate in order to determine:

- (1) Whether objectives of the Project are being achieved;
- (2) Whether the Project is being conducted in an effective manner;
- (3) Whether management control systems and internal procedures have been established to meet the objectives of the Project;
- (4) Whether the financial operations of the Project are being conducted properly;
- (5) Whether the periodic reports to the County contain accurate and reliable information; and
- (6) Whether all of the activities of the Project are conducted in compliance with the provisions of state and federal laws and regulations and this Agreement.

Visits by the County, or independent auditors contracted by the County, shall be announced to Recipient at least one business day in advance of those visits and shall occur during normal operating hours. Such persons may request, and, if such a request is made, shall be granted access to all of the records of Recipient which relate to the Project.

F. Subject to NRS, Chapter 41, Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution or indemnification, or both, for injuries to or death of any person caused by the tortious conduct Recipient's employees and agents.

G. Recipient will not use any funds or resources which are supplied by the County in litigation against any person, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

H. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

I. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his household, any business entity in which he has a financial interest or any other person.

J. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

K. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

L. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or tenure, or for one year thereafter, for any of the work to be performed pursuant to the Project.

M. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

N. This agreement is made for the benefit of the parties hereto, and to no other person or entity.

III. Financial Management

A. Recipient shall record all costs of the Project by budget line items which shall be supported by adequate source documentation including checks, invoices,

contracts, vouchers, orders and other accounting documents which demonstrate in proper detail the nature and propriety of all costs. Upon at one business day notice, at any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County. Such persons shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

B. Copies, excerpts, or transcripts of all of the books, documents, papers, and records including checks, invoices, contracts, vouchers, orders and accounting documents concerning matters that are reasonably related to the Project will be provided upon request to the County.

C. In the event that the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Agreement, the County reserves the right to extract that portion for other projects and programs under the County's administration.

IV. Expiration, Modification, or Revocation of Agreement

A. This Agreement will commence upon its approval and signature by all parties and shall be completed by June 30, 2005. A six month extension of the June 30, 2005 deadline may be authorized by the Manager of Community Resources Management Division if additional time is necessary to complete the Project and the extension of time will not jeopardize any other activity, project or funding source of the County.

B. The parties hereto will be required to amend or otherwise revise this Agreement should such modification be required by any applicable state or federal statutes or regulations.

C. If Recipient fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Recipient violates any of the conditions or limitations of this Agreement, the County may suspend or revoke this Agreement, and may terminate its participation in the Program at any time.

PASSED, ADOPTED, and APPROVED this 7th day of DECEMBER, 2004.

COUNTY OF CLARK

By Chip Maxfield
CHIP MAXFIELD, CHAIRMAN
Board of County Commissioners

ATTEST:

Shirley Parraguirre
SHIRLEY PARRAGUIRRE, County Clerk

APPROVED AS TO FORM:
David Roger, DISTRICT ATTORNEY

By: Steven Sweikert
STEVEN SWEIKERT
Deputy District Attorney

Date: 10-26-04

CITY OF LAS VEGAS

By: Oscar Goodman
OSCAR GOODMAN, MAYOR
City of Las Vegas

ATTEST:

By: Barbara Jo Ronemus
BARBARA JO RONEBUS
City Clerk

Date: 10-27-04

APPROVED AS TO FORM:
BRAD JERBIC, CITY ATTORNEY

Date: _____

By: Robert S. S. [Signature] 8-19-04
Deputy City Attorney

EXHIBIT "A"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

CITY OF LAS VEGAS
WEST LAS VEGAS ARTS CENTER
PERFORMING AND VISUAL ARTS SUMMER CAMP

Fiscal Year 2004/2005 County Fund 203 Funds

Youth Scholarships:
TOTAL

\$20,000
\$20,000

EXHIBIT "B"

CITY OF LAS VEGAS WEST LAS VEGAS ARTS CENTER PERFORMING AND VISUAL ARTS SUMMER CAMP

SCOPE OF SERVICES

Program Year 2004/2005

1. Clark County will provide a maximum of TWENTY THOUSAND AND NO/100TH DOLLARS (\$20,000) in Fiscal Year 2004/2005 County Fund 203 funds (the "Funds") to City Of Las Vegas ("Recipient") for the purpose of supporting the youth summer camp and recreational activities for the West Las Vegas Arts Center Performing and Visual Arts Summer Camp located at 947 West Lake Mead Boulevard in Las Vegas (the "Project").
2. Recipient will provide notice to Clark County of any project changes for which Fiscal Year 2004/2005 County funds are allocated under the provisions of this Agreement.
3. Recipient will provide scholarship funding for 50 students that participate in the program.
4. Recipient will coordinate an eight (8) week cultural program for high-risk youth ages 10-15. The camp will consist of six (6) artistic programs such as Dance (Ballet, African, Tap, Modern), Music, Theatre Arts, Creative Writing, Film and Video Production, Visual Arts, and Stage Arts.
5. Recipient will conduct the program activities from June 7, 2004 through July 31, 2004.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: MUNICIPAL COURT

DIRECTOR: JAMES P. CARMANY

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Interlocal Contract for Electronic Monitoring Services Agreement between the Las Vegas Municipal Court House Arrest Program and the City of Henderson Municipal Court

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Henderson Municipal Court is responsible for sentencing individuals who have been adjudicated guilty on a misdemeanor charge(s) which sometimes results in ordered home detention. Henderson Municipal Court has requested assistance to monitor defendants authorized to serve in custody through house arrest either post-conviction or while awaiting trial and Las Vegas has a House Arrest Unit that can serve as a host station through its monitoring and equipment for Henderson Municipal Court.

RECOMMENDATION:

The City Council approve the Interlocal Agreement between the Henderson Municipal Court and Las Vegas Municipal Court House Arrest Program that can serve as a host station through its monitoring and equipment for those defendants sentenced to home detention by Henderson Municipal Court.

BACKUP DOCUMENTATION:

Interlocal Contract for Electronic Monitoring Services

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

INTERLOCAL CONTRACT FOR ELECTRONIC MONITORING SERVICES

This Interlocal Contract (hereinafter "Contract") is made and entered into this ____ day of July 2004, by and between the City of Las Vegas, a political subdivision of the State of Nevada (hereinafter "Las Vegas") for and on behalf of the City of Las Vegas Municipal Court House Arrest Program and the City of Henderson, a political subdivision of the State of Nevada (hereinafter "Henderson") for and on behalf of the Henderson Municipal Court. Las Vegas and Henderson may sometimes be collectively referred to as "parties" or individually as "party" in this Contract.

WITNESSETH:

WHEREAS, Henderson Municipal Court is responsible for sentencing individuals who have been adjudicated guilty on a misdemeanor charges which sometimes results in ordered home detention; and

WHEREAS, Henderson Municipal Court has requested assistance to monitor defendants authorized to serve in custody through house arrest either post-conviction or while awaiting trial; and

WHEREAS, Las Vegas has a House Arrest Unit that can serve as the host station through its monitoring and equipment for the Henderson Municipal Court; and

WHEREAS, NRS 277.180 authorizes any public agency to contract with another public agency to perform any governmental service, activity or undertaking that either of the public agencies is otherwise authorized to perform.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1: OBJECTIVES/PURPOSE. Henderson hereby engages and contracts the services of Las Vegas to provide electronic monitoring and/or speaker identification system monitoring for those individuals that qualify for house arrest in the Henderson Municipal Court in the Las Vegas House Arrest Unit/Municipal Court System (hereinafter "Program"). Henderson's right to use the Program shall be reasonably determined and allocated by Las Vegas.

SECTION 2: POWER/RIGHTS/RESPONSIBILITIES.

A. **Responsibility of Henderson.** Henderson and Las Vegas agree that Henderson shall have the sole responsibility of determining which misdemeanor defendants are placed in the Program. Each referral from Henderson shall be faxed to the Las Vegas House Arrest Unit on the day the sentence is imposed and provide the following information: (1) name of client; (2) case number; (3) date of birth; (4) defendant's telephone number(s); (5) defendant's return court dates; (6) sentencing judge; and (7) the number of days to be served. In addition, Henderson shall provide and make available jail space for all of its referrals to Las Vegas in the event a defendant/client is terminated from the Program prior to completion.

B. **Responsibility of Henderson's House Arrest Defendants.** The defendant/client shall be informed by Henderson that he/she is responsible to contact the Las Vegas House Arrest Unit office within five (5) business days of the court order to set an intake/orientation date. The defendant/client shall be responsible to pay a \$100.00 non-refundable administrative fee at orientation and pay \$12.00 per day thereafter until the sentence is completed. The defendant/client shall be responsible to pay the appropriate fees as determined by the assigned Las Vegas House Arrest Unit officer.

In addition, the defendant/client shall be responsible to maintain a stable residence and obtain/maintain mandatory telephone service during the entire time he/she is serving time under the Program. Furthermore, a defendant/client shall be responsible to provide all requested documentation to the Las Vegas House Arrest Unit whenever required to verify the defendant/client's whereabouts at all times. Upon completion of the Program, the defendant/client shall be responsible to return all monitoring equipment before being formally and finally released from the Program.

C. **Responsibility of Las Vegas.** Las Vegas shall be responsible for the oversight, maintenance and repair of the Program system. Las Vegas shall monitor clients by means of computer verification, field visits and office contracts. Las Vegas shall also issue equipment and enter the client calling schedule into the Program system pursuant to previously established protocols established by the Las Vegas House Unit. Las Vegas shall initiate field visitations on each defendant/client based upon their respective classification level as established by the House Arrest Unit.

In addition, Las Vegas will maintain a single file on each individual client containing appropriate documentation and information. The House Arrest Unit shall maintain strict confidentiality for each defendant/client and shall release records and information contained therein only as authorized under state and federal law.

The Las Vegas House Arrest Unit shall be responsible to promptly notify Henderson Municipal Court via facsimile when (1) a defendant/client enrolls in the Program; (2) if a defendant/client is denied participation in the Program; (3) if a defendant/client has any additional arrests or participation problems in the Program; or (4) if a defendant/client is terminated from the Program. Las Vegas shall report all violations and convey the information upon the appropriate form to Henderson Municipal Court. Furthermore, the appropriate City of Las Vegas House Arrest Unit Officer(s) shall be responsible to appear before the assigned Henderson Municipal Court judge for violation hearings if requested by the Henderson City Attorney's Office or the judge assigned to the violation hearing.

D. Defendant/Client Non-Compliance. The Las Vegas House Arrest Unit shall notify the Henderson Municipal Court in writing and/or by telephone when a defendant/client is in non-compliance, is a threat to the public, has failed to make the appropriated payments or if any other circumstance arises that could lead to dismissal from the Program. Las Vegas specifically reserves the right to, in its own discretion, accept or deny participation of any individual in the Program based solely upon their current or previous or noncompliant behavior within the Program.

E. System Failures. Las Vegas shall notify Henderson of any System failures or defects within twenty-four (24) hours of discovering the problem.

SECTION 3: DURATION. The Contract shall become effective upon its approval by the City Council of both parties hereto, and shall expire three (3) years thereafter. However, the parties may renew this Contract for two (2) additional years upon mutual agreement if done at least sixty (60) days prior to the expiration date set forth above.

SECTION 4: TERMINATION. This Contract may be terminated with or without cause by either party hereto upon written notice provided by either party to the other at least sixty (60) days prior to the effective date of the proposed termination. Upon the effective date of any such written termination, any and all rights and obligations of each party hereto shall be deemed terminated except as previously accrued or vested.

SECTION 5: INDEMNIFICATION. Each party hereto mutually agree to indemnify, defend and hold harmless the other party to the extent provided by law including, but not limited to, Chapters 41 and 277 of the Nevada Revised Statutes, from any liability arising out of the performance of the Contract caused by any act or omission of its officers, agents or employees.

SECTION 6: MODIFICATION/AMENDMENT. This Contract may not be modified or amended except by the express written agreement of the parties and duly authorized by the appropriate governing body or representative for each party hereto. Any other attempt to modify or amend this Contract shall have no force or effect and may not be relied upon by either party.

SECTION 7: NOTICE. Any time that notice must be provided to a party concerning any provision of the Contract, it shall be deemed delivered when deposited, certified mail, return receipt requested, postage prepaid, in the U.S. mail or when personally served upon the appropriate party as follows:

CITY: James Carmany, Court Administrator
Municipal Court
City of Las Vegas
400 E. Stewart Avenue
Las Vegas, Nevada 89101

HENDERSON: David Hayward, Court Administrator
Municipal Court
City of Henderson
243 Water Street
Henderson, Nevada 89015

SECTION 8: ENTIRE AGREEMENT. This Contract shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated herein.

SECTION 9: NO INTENT TO BENEFIT NON-PARTIES. Neither party to this Contract intends: 1) to benefit any person who is not named as a party to this Contract; 2) to provide for the safety of any specific person; or 3) to assume any other duty other than that imposed by general law.

SECTION 10: HEADINGS. The titles and section headings to the paragraphs of the Contract are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Contract.

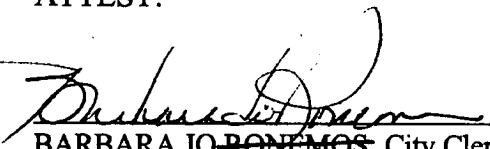
SECTION 11: SEVERABILITY. In the event that any provision of the Contract is found to be invalid, illegal or unenforceable, the remaining provisions shall be binding upon the parties and shall be enforceable as though the invalid, illegal or unenforceable provision were not contained herein. However, the parties agree to negotiate and substitute a valid provision, which closely approximates the intended performance and economic purpose of any invalid, illegal or unenforceable provision.

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

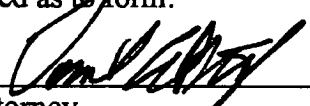
CITY OF LAS VEGAS

ATTEST:

By 
OSCAR GOODMAN, Mayor
"City of Las Vegas"

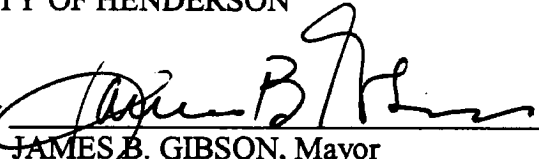

BARBARA J. RONEMOS, City Clerk
RONEMUS

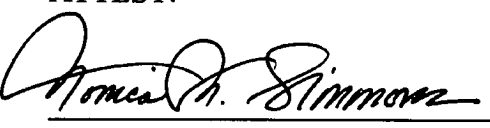
Approved as to form:

By  8/16/04
City Attorney, Date

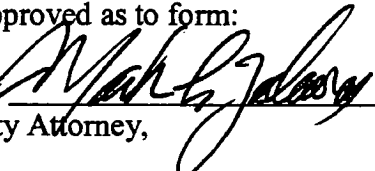
CITY OF HENDERSON

ATTEST:

By 
JAMES B. GIBSON, Mayor
"City of Henderson"


MONICA M. SIMMONS, City Clerk

Approved as to form:

By  9/2/04
City Attorney, Date

COUNCIL ACTION
SEP 7 2004

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval to cease participation within the Clark County HOME Consortium in order to receive and administer HOME funds as a participating jurisdiction - All Wards

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

As a member of the County Consortium, the City receives its federal and state HOME funding through the County as a pass-through. This relationship was originally beneficial to the City since the County handled the majority of the program administration. However, over time the responsibilities for administering the program have shifted to the City. In addition, the coordination of County and City policies as two independent agencies has been difficult. Therefore, membership within the Consortium no longer serves the best interests of the City or its sub-recipients.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

ITEM DESCRIPTION: Approval to cease participation within the Clark County HOME Consortium in order to receive and administer HOME funds as a participating jurisdiction - All Wards

The City of Las Vegas is currently a member of the County HOME Investment Partnership Program Consortium, which includes the city of Las Vegas, North Las Vegas and Clark County. As a member of the County Consortium, the City receives its federal and state HOME as well as Low Income Housing Trust Fund (LIHTF) funding through the County as a pass-through. As of July, the City is entering its last year of a three-year Consortium agreement with the County and will have the option of either re-signing for an additional three years or opting out. Staff is recommending that the city not continue to participate in the Consortium for the following reasons:

- ❖ The city would have control over the development and execution of all HOME fund administration policies.
- ❖ The city would have control over all HOME funded transactions and contracts.
- ❖ The city would utilize its HOME funds more quickly each year because it would not have to wait for an Interlocal agreement to be put in place with the County prior to having agreements signed and funding disbursed.
- ❖ The city would be able to set up HOME projects in the HUD reporting system and receive project numbers in a timelier manner.
- ❖ The city would have the ability to print reports from IDIS thus reducing project-tracking time.
- ❖ The city would be able to communicate directly with HUD concerning questions involving its HOME funding projects instead of having to utilize the county as the designated Participating Jurisdiction (PJ).
- ❖ The city would have control over the certification and designation of its own Community Housing Development Organizations (CHDO's) resulting in a more expeditious process
- ❖ Findings of consistency with the HUD Consolidated Plan (HCP) would be reviewed and approved by the City.
- ❖ The HCP/Action Plan and CAPER (Consolidated Annual Performance Evaluation Report) production, format and distribution would be under the City's control.
- ❖ Greater opportunities to showcase the City's successes in providing quality developments.

It must be noted that if the City ceases to participate in the HOME consortium there are some additional costs and a reduction in overall funding as listed below:

- ❖ The City could incur as much as \$5,000 in additional costs for all printing/advertising and distribution costs as related to the HCP/Action Plan and Consolidated Annual Performance and Evaluation Report (CAPER).
- ❖ Approximately 15 additional hours of staff time would be required annually to create and maintain the HUD Consolidated Plan that would be absorbed with existing staff.
- ❖ Of the projected \$465,000 the City receives in State HOME funding, the financial impact would be 9% (\$51,200) less.

In addition, the County has not been timely in reimbursing the City for its payments to sub recipients under the HOME program. The City, operating independently, could draw down funds through IDIS and directly reimburse sub recipients thus eliminating the gap between County processing and actual payment which has taken as long as 9 months in some cases. We were having similar issues under the Emergency Shelter Grant program until we took over the administration of this grant program in full.

Based on the above information and the fact that it is always difficult to coordinate the policies of two separate governmental agencies and still serve the public / non-profit agencies in a timely and efficient manner, it is the recommendation of staff to withdraw from the consortium. While we realize there are additional costs in staff time and a small reduction in the funding allocation, we also realize there will be an improvement to service levels for our sub-recipients who ultimately make affordable housing possible.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PLANNING AND DEVELOPMENT

DIRECTOR: ROBERT S. GENZER

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CONSENT

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DISCUSSION

SUBJECT:

Approval of a list of projects for nomination for funding from the Special Account established through the sale of Bureau of Land Management (BLM) lands in accordance with the Southern Nevada Public Lands Management Act (SNPLMA) - All Wards

Fiscal Impact

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No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The purpose of this item is to identify parks, trails and open space projects that will be submitted to the BLM for consideration for possible funding through the Special Account established as a result of the Southern Nevada Public Lands Management Act.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. SNPLMA Round 6 Proposed Project Map

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2004

DEPARTMENT: PLANNING AND DEVELOPMENT DEPARTMENT

ITEM DESCRIPTION: NOMINATION LIST OF PROJECTS FOR BLM FUNDING

The Southern Nevada Public Lands Management Act (SNPLMA) of 1998 provides for BLM land to be sold "for the development of parks, trails, and natural areas in Clark County" and for other purposes identified in the Act. BLM officials have outlined the procedures for nominating projects eligible for funding with the proceeds from the sales. Since these procedures require that the city submit a list of its projects each year for funding, a list is being presented for the City Council's consideration.

These nominations for Round 6 are due to Clark County by the end of October for assemblage for distribution to the BLM in November or December. The city's projects are combined with those proposed by Clark County, Henderson, North Las Vegas, and regional governmental entities, including the Southern Nevada Water Authority, the Regional Flood Control District, and the Clark County Sanitation District. The projects are then evaluated and ranked by the Partners Working Group and the Federal Partners Executive Committee according to established criteria set forth in the Implementation Agreement. The actual priority ranking of the city's projects will not be known until after the Executive Committee ranks the projects and the Secretary of the Department of Interior approves the priority list sometime next year.

The list below is composed of those projects recommended by the staffs of various departments involved in the process. The list is based on the current availability of land for the projects and on the opportunity to develop the projects in the immediate future. Funding that becomes available to the city for the projects selected will be programmed for construction/development within the next two to three years. In all, the projects are for the construction or renovation of approximately 145 acres of parks and open space. A map is included with this agenda item to identify the location of specific projects.

SNPLMA PROJECT NOMINATIONS

Freedom Renovation	\$22.6 million
215 Beltway Trail Segments	\$ 3.0 million
Lorenzi Renovation with Trailhead Addition	\$21.6 million
Horse/Bradley Equestrian Trailhead and Trail Connections	\$6.2 million
Deer Springs Park (aka Centennial Hills Park)	\$19.5 million
Jaycee Renovation	\$7.6 million
Whispering/Bradley Park and Trailhead	\$3.2 million
Pedestrian Bridges	\$7.5 million
Sandhill/Owens Park and Trailhead	\$2.4 million
No. Gowan Detention Basin Bike Trailhead	\$1.5 million
Mountain Bike Trail in Angel Park detention	\$3.9 million
West Charleston Lions Park	\$0.9 million
Lone Mountain Trail	\$1.5 million

City Council Meeting of September 1, 2004
Agenda Memo Page Two
Nomination List of Projects for BLM Funding

Las Vegas Wash Trail	\$5.5 million
Stupak Community Center - property acquisition for expansion	\$7.0 million
Floyd Lamb improvements & restoration	\$3.5 million
Angel Park	\$2.5 million
Washington Buffalo Park Phase II	\$13.9 million
Votec Park	\$10.5 million
Union Park	\$4.0 million
Alta Hualapai Park	\$5.4 million
Total	\$151.7 million

PROJECT DESCRIPTIONS

Freedom Park Renovation Amount Requested \$22.6 million

Renovate all aspects of the park to include but not limited to, demolishing 4 large softball fields and replacing with 1-90' baseball field and soccer/football fields and reconfiguring parking lots and special event areas to allow additional amenities to be constructed. Freedom Park is a 71-acre park that was constructed in 1972. It is the largest park within Ward 3. It has several amenities, but primarily supports the softball venue. In the past years, the softball leagues have utilized other city parks, leaving approximately 8 acres unused or pirated by other sports, primarily soccer and football. The surrounding area of this park is made up of very low-income residents (over 50% making less than \$20,000/yr), which the majority of the residents live in apartments and have lived in the Southern Nevada area for over 11 years. This park is a major asset to the community and its renovating would help revitalize and invigorate this mature area.

215 Beltway Trail Segments Amount Requested: \$ 3.0 million

The 215 beltway trail segments project is an inter-jurisdictional effort encompassing trail alignments within the entire extent of the beltway right-of-way. The trail path will generally include a ten-foot wide paved area with amenities to include benches, shade structures, and water fountains. Space for this facility is already provided for within the right-of-way so no additional land is needed. This path will also provide access for maintenance. The beltway path will provide needed access to and connectivity between other trails, recreational facilities, and federal lands in Las Vegas, North Las Vegas, and unincorporated Clark County. An uninterrupted path of this length is ideal for cyclists, distance runners, and all users who wish to minimize interaction with traffic on surface streets. This is a truly regional effort as multiple jurisdictions will not only construct and maintain but also enjoy the benefits of these trails.

City Council Meeting of September 1, 2004
Agenda Memo Page Three
Nomination List of Projects for BLM Funding

Lorenzi Renovation with Trailhead Addition
Amount Requested: \$21.6 million

Renovate all aspects of the park to include, but not limited to, demolishing all buildings, with the exception of Sammy Davis Jr. Festival Plaza, and renovating softball fields including moving/upgrading field lighting, and reconfiguring and expanding basketball courts, special events area, playground area, and parking lots. Lorenzi Park is the oldest and one of the largest parks in the City of Las Vegas. The 90+-acre park was constructed in 1921 and the buildings were constructed in the 70's. Renovating this park would provide the opportunity to restructure and expand the venues for better use. The surrounding area is primarily made up of low-income resident, which have lived in the Southern Nevada area for over 11 years. This park is a key asset to the city and renovating it would help revitalize and invigorate this mature area.

Horse/Bradley Equestrian Trailhead and Trail Connections
Amount Requested: \$6.2 million

On the remaining 25 acres of vacant land adjacent to the 5-acre Horse Bradley park, a 10-acre equestrian park and trail connector is proposed. The site will contain multiple styles of riding trails, practice arenas, a trail kiosk containing trail maps, area features, park rules and general information, a tack/gear building, shade structures, additional parking and western landscaping. This park will serve the existing and future equestrian community in this area. The site supplies amenities that are not currently available to all residents in the area at a publicly funded venue and may replace the demand for larger facilities.

Deer Springs Park (aka Centennial Hills Park)
Amount Requested:\$19.5 million

Future home to one of the largest parks in the city of Las Vegas, Centennial Hills Park is located at the corner of Elkhorn Road and Buffalo Drive. This 120-acre park will be built in phases over the next few years. The first phase (22 acres) opened on Memorial Day Weekend 2003. Residents can enjoy 12 new sand volleyball courts, soccer fields, state of the art picnic pavilions, walking trails and more. Some of the amenities planned for the later phases are natural trails, recreation center, amphitheater, library, picnic shelters and playgrounds. Continued development of this park will serve the existing and future needs of the recreational community in this area.

Jaycee Renovation
Amount Requested: \$7.6 million

Renovate all aspects of the park to include but not limited to, eliminating 1 baseball field and reconfiguring the existing soccer and softball fields to allow both venues to be used simultaneously, relocating and expanding the parking lot, relocating the dog park, and reconfiguring the walking path. Jaycee Park was constructed in 1966. This park is one of three in Ward 3 having over 10 acres of turf. The surrounding area is made up of long-time residents, nearly 50% having lived in southern Nevada for more than 20 years, having a median income under \$34,000. In addition, a Clark County School District Middle School utilizes the park for its physical education classes. This park is a major asset to this area and its renovation would help revitalize and invigorate this mature area.

City Council Meeting of September 1, 2004
Agenda Memo Page Four
Nomination List of Projects for BLM Funding

Whispering/Bradley Park and Trailhead
Amount Requested: \$3.2 million

On the remaining 20 acres of vacant land adjacent to the 4-acre Whispering Sands / Bradley park, a 7-acre park will be built with a centralized trailhead, fitness/nature trails, a trail kiosk containing trail maps, area features, park rules and general information, a playground, restroom and parking. This site is located at the junction of an approved equestrian trail and a multi-use trail. This park will serve the existing and future needs of the recreational community in this area. At full build out, this site will be a premier location that connects the regional park planned 1/2 mile East in North Las Vegas and the Clark County Shooting Park located 1 mile North of the site. This site will be connected to these parks and other trails via equestrian, sidewalk and multi-use trails.

Pedestrian Bridges
Amount Requested: \$7.5 million

Project includes construction of grade separation structures, or pedestrian overpasses, to allow for the uninterrupted flow of pedestrian and bicycle movement along recreational trails separate from the vehicle traffic. Locations will include: two at the Las Vegas Wash trail, two at the Lone Mountain Trail, and one on the Cultural Corridor Trail. Grade separation structures allow for complete separation of pedestrians and cyclists from motor vehicle traffic, providing safe and accessible crossings across major streets and connections for off-road trails and paths across major barriers. Facilitating safety and accessibility will increase pedestrian activity along our expanding trail system, which not only encourages awareness and education of our cultural facilities and programs, but links users to visitor facilities in Downtown and Downtown North areas and the proposed monorail system.

Sandhill/Owens Park and Trailhead
Amount Requested: \$2.4 million

This project will provide approximately 8 acres of neighborhood park and trailhead facilities. The park could include lighted walking paths, children's play equipment, dog park, picnic facilities, play area, drinking fountains and shade structures. The trailhead could include interesting landscaping and seating areas integrated into the park setting. It would also include information kiosks including trail maps, parking and staging areas for cyclists, runners, and other trail users. The trailhead would allow trail users the opportunity to take advantage of park amenities. This project will provide approximately 8 acres of neighborhood park and trailhead facility. Situated on the Las Vegas Wash Trail, this project is in an area identified on the Las Vegas 2020 Master Plan as critically deficient in neighborhood parks. The parcel is also perfectly situated to provide trail access to the Las Vegas Wash Trail. The parcel is located in an area with changing demographics and increasing need for parks, yet development of new parks has not kept pace due to a scarcity of land and funding.

City Council Meeting of September 1, 2004
Agenda Memo Page Five
Nomination List of Projects for BLM Funding

No. Gowan Detention Basin Bike Trailhead

Amount Requested: \$1.5 million

This approximately 3.5 acre site will provide parking, drinking fountains, bike racks, picnic tables, shade structures with seating areas for cyclists to rest. The North Gowan detention basin presents an excellent opportunity to make efficient use of land, an increasingly scarce resource. The detention basin can provide the dual use of flood control and recreation facility. Situated adjacent to an existing community park and proposed dog park, the detention basin is at the crossroads of primary multi-use transportation trails. The detention basin and adjoining parks provide walking, running and cycling paths that are well used by area residents. The completion of the multi-use transportation trails will increase the number of trail users who will be using this facility.

Mountain Bike Trail in Angel Park detention

Amount Requested: \$3.9 million

Development of 30 miles of trails within the detention basin that is north of Summerlin Pkwy, east of Rampart Blvd, and west of Buffalo/Washington park and soccer fields. The project will include terrain for all skill levels. The park will include restroom facilities, shade structures, repair stands, early flood warning equipment, access controls, viewing stands, and stage. In addition to trails for casual, family and exercise users, there will be facilities for competitions.

Las Vegas is home to thousands of mountain bike enthusiasts, yet there are few trail facilities for users within the urbanized area. In addition, detention basins provide excellent opportunities for open space and recreational use. This project will provide an opportunity for mountain bikers to enjoy riding on a trail completely contained within the community, and uninterrupted by streets. There will be numerous opportunities for amateur and professional competitions and other events that will bring families and individuals to the park.

West Charleston Lions Park

Amount Requested:\$900,000

This project is intended to provide improvements and use strategies to this park, which encourage Crime Prevention Through Environmental Design (CPTED). The improvements and use strategies could include: encouraging use by legitimate users; avoid placing dark, and or hidden areas near activity nodes; installing appropriate lighting; and avoid placement of covered outdoor areas where loitering may be a problem. West Charleston Lions Park consists of 4.50 acres and was constructed in 1973. This park is a major asset to the community and its renovation would help revitalize and invigorate this mature area.

City Council Meeting of September 1, 2004
Agenda Memo Page Six
Nomination List of Projects for BLM Funding

Lone Mountain Trail

Amount Requested:\$1.5 million

This 8.7-mile Lone Mountain Trail is a major link in the emerging regional trails system. Issues arising during the design process have necessitated improvements not originally considered. This request would provide for those improvements and allow the trail to achieve its desired level of functionality. Improvements proposed with this request would greatly enhance the usability, access, and connectivity originally intended for this trail. The alignment will be allowed to continue uninterrupted, and with greater safety for the users, where it would have otherwise been inhibited. Improved and increased signage, as well as water and rest stations will open the trail to a wider user group and greatly improve the experience of those users.

Las Vegas Wash Trail

Amount Requested: \$5.5 million

The 2.6-mile Las Vegas Wash Trail is a major link in the emerging regional trails system and will serve as the Valley-wide connector to the Las Vegas Wetlands Park and the Lake Mead National Recreational Area. Issues arising during the design process have necessitated improvements not originally considered. This request would provide for those improvements and allow the trail to achieve its desired level of functionality. Improvements proposed with this request would greatly enhance the usability, access, and connectivity originally intended for this trail. The alignment will be allowed to continue uninterrupted, and with greater safety for the users, where it would have otherwise been inhibited. Improved and increased signage, as well as water and rest stations will open the trail to a wider user group and greatly improve the experience of those users.

Stupak Community Center - property acquisition for expansion

Amount Requested: \$7.0 million

The City will attempt to acquire property immediately to the east of the existing Community Center. The park is located in a mature area of the City and is heavily used. Project will positively impact the lives of area residents, improving their quality of life by providing recreation opportunities in an improved atmosphere.

Floyd Lamb Improvements & Restoration

Amount Requested: \$3.5 million

Project includes infrastructure improvements, upgrades and enhancements to existing facilities such as historic buildings, natural resources including four small lakes, landscape features including desert gardens and native cottonwood trees, fencing, picnic areas, sidewalks and paths. Floyd Lamb State Park is listed on the Nevada State and National Registers of Historic Places for its rich history as one of the oldest working ranches, and eventually a divorce ranch, in Las Vegas. Thusly recognized, it is imperative that the park continue to be successfully interpreted by visitors as a significant historic resource. The roughly 200,000 - 250,000 visitors per year has had an impact on the historic structures and park infrastructure, requiring renovations and upgrades to continue to convey the important contribution to Nevada's heritage. This site is currently not on the CIP and round 6 SNPLMA funding is being sought.

City Council Meeting of September 1, 2004
Agenda Memo Page Seven
Nomination List of Projects for BLM Funding

Angel Park

Amount Requested: \$2.5 million

On 8.9 acres of underutilized and vacant land adjacent to the 6-acre Angel Park site, additional park space with trailhead will be built. This site will contain a small trailhead, fitness/nature trails, a trail kiosk containing trail maps, area features, park rules and general information, a playground and parking. This park will serve the existing and future needs of the recreational community in this area.

Washington Buffalo Park Phase II

Amount Requested: \$13.9 million

Forty-five acres of vacant land would be used to build a park adjacent to the first phase of the 100-acre Washington Buffalo Park. This site would contain many recreational features including a trailhead, fitness/nature trails, a trail kiosk containing trail maps, area features, park rules and general information, a playground, ball courts, shade structures and parking. This park will serve the existing and future needs of the recreational community in this area.

Votec Park

Amount Requested: \$10.5 million

This request is to develop a 30+ acre park at the northeast corner of Tropical Parkway and Durango Drive. The park will be developed with six lighted softball fields and related site development with landscaped parking. Adult softball leagues generate revenue for Leisure Services. Currently a full service softball complex is absent in the Northwest. Development of this complex will add to recreational and sports opportunities of an intergenerational nature.

Union Park

Amount Requested: \$4.0 million

This project will provide approximately 7.5 acres of neighborhood park facilities. The park could include lighted walking paths, children's play equipment, tot lot, dog park, picnic facilities, drinking fountains, shade structures, and benches. This project is in an area identified on the Las Vegas 2020 Master Plan as critically deficient in neighborhood parks. The parcel is located in an area with changing demographics and increasing need for parks, yet development of new parks has not kept pace due to a scarcity of land and funding.

Alta Hualapai Park

Amount Requested: \$5.4 million

On 18 acres of vacant land adjacent to the Angel Park golf course, a passive park space which could have amenities such as fitness/nature trails, a trail kiosk containing trail maps, area features, park rules and general information and parking is proposed. The parcel is located in an area with changing demographics and increasing need for parks, yet development of new parks has not kept pace due to a scarcity of land and funding.

City of Las Vegas SNPLMA Round 6

Proposed Projects

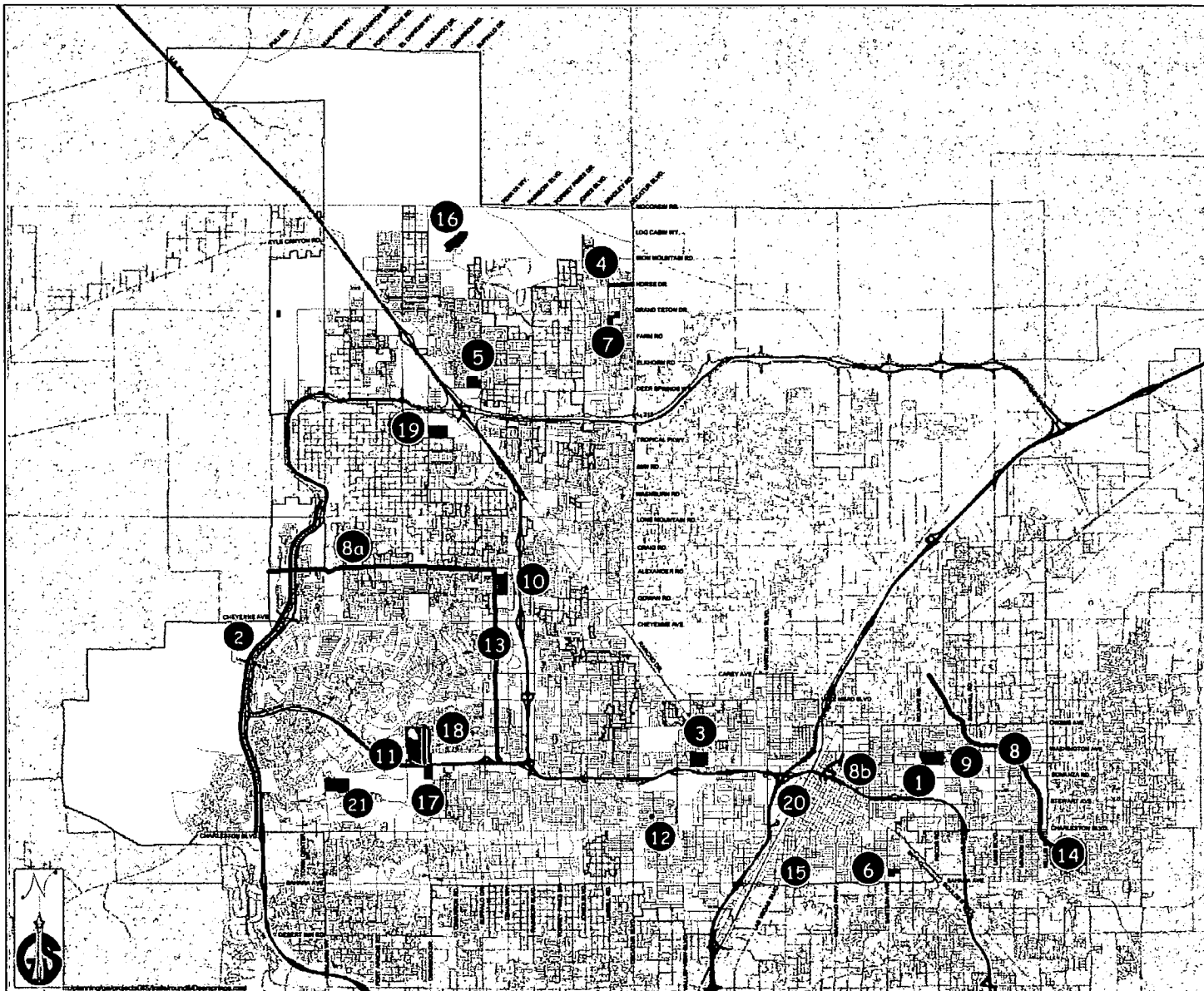
- 1 FREEDOM RENOVATION
- 2 215 BELTWAY TRAIL SEGMENTS
- 3 LORENZI RENOVATION WITH TRAILHEAD ADDITION
- 4 HORSE/BRADLEY EQUESTRIAN TRAILHEAD AND CONNECTION
- 5 DEER SPRINGS PARK
- 6 JAYCEE RENOVATION
- 7 WHISPERING/BRADLEY PARK AND TRAILHEAD
- 8 LAS VEGAS WASH GRADE SEPARATION
- 8a LONE MOUNTAIN TRAIL GRADE SEPARATION
- 8b CULTURAL CORRIDOR TRAIL GRADE SEPARATION
- 9 SANDHILL/OWENS PARK TRAILHEAD
- 10 NO. GOWAN DETENTION BASIN BIKE TRAILHEAD
- 11 MOUNTAIN BIKE TRAIL IN ANGEL PARK DETENTION BASIN
- 12 WEST CHARLESTON LIONS PARK
- 13 LONE MOUNTAIN TRAIL
- 14 LAS VEGAS WASH TRAIL
- 15 STURAK EXPANSION
- 16 FLOYD LAMB IMPROVEMENTS AND RESTORATION
- 17 ANGEL PARK
- 18 WASHINGTON BUFFALO PARK PHASE II
- 19 VOTEC PARK
- 20 UNION PARK
- 21 ALTA HUALAPAI PARK



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Map Printed: July 15, 2004



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the North Half of Section 31 and the Northwest Quarter of Section 32, Township 19 South, Range 60 East, Mount Diablo Meridian, for sewer purposes generally located on the south side of the Hammer Lane alignment, between the Hualapai Way and El Capitan Way alignments, APNs 125-31-201-008, -601-001, -002 and 125-32-204-005 – County (near Wards 4 and 6 - Brown and Mack)

Fiscal Impact

☒

No Impact

☐

Budget Funds Available

☐

Augmentation Required

Amount:

Dept./Division: Public Works/City Engineer

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: **APPROVED** under separate actions (see individual items)

Items 18, 52 & 53: **ABEYANCE** under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval to file a Temporary Use Permit with the Bureau of Land Management for the construction of sanitary sewer on portions of land lying within the Sections 1, 2, 3 and 4, Township 19 South, Range 60 East, Mount Diablo Meridian, generally located on the north and south sides of the Log Cabin Way alignment, between the Durango Drive and Jones Boulevard alignments, APNs 125-01-001-001, 125-02-001-001, -002-001, 125-03-001-001, -002-002 and 125-04-001-004 - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a First Amendment to the Professional Services Agreement with Aztec Engineering, LLC, for the Particulate Matter - 10/Congestion Mitigation Air Quality (PM - 10/CMAQ) Roadway Improvements Phase 2 (\$64,333 - Regional Transportation Commission) - All Wards

Fiscal Impact

☐

No Impact

Amount: \$64,333

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: Regional Transportation Commission

PURPOSE/BACKGROUND:

The scope of work for this project generally consists of asphalt surfacing for unpaved roads which have been identified and approved by the Regional Transportation Commission in the Clark County PM -10 non-attainment area. This amendment will allow Aztec Engineering, LLC, to perform additional design services and provide construction phase support during the completion of the construction phase of the project and other related additional engineering services not included in the original scope of the project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Amendment to Professional Services Agreement

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR PM-10/CMAQ ROADWAY IMPROVEMENTS PHASE 2**

THIS FIRST AMENDMENT made and entered into as of the 1st day of September, 2004, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "CITY") and AZTEC ENGINEERING, LLC (herein the "CONSULTANT").

W I T N E S S E T H:

WHEREAS, the CITY and the CONSULTANT have entered into an Agreement dated November 20, 2002 (herein the "AGREEMENT"), retaining the services of the CONSULTANT in connection with the design of PM-10 Roadway improvements Phase 2 (herein the "PROJECT"); and

WHEREAS, the CITY desires to expand the scope of the PROJECT to include additional design services and construction phase support services during the completion of the construction phase of the PROJECT, and other related additional engineering services not included in the original scope of the PROJECT;

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

1. Section Seven, Compensation and Terms of Payment, Paragraph 7.01 of the AGREEMENT is hereby amended to change the amount referenced therein as the amount set aside as the total appropriation for the performance of the AGREEMENT from \$560,000.00 to **\$624,333.00**.

2. Section Seven, Compensation and Terms of Payment, Paragraph 7.03 of the AGREEMENT is hereby amended to change the amount referenced therein for Compensation: Additional Services of the CONSULTANT from \$ 94,554.00 to **\$ 158,887.00**.

3. Insert new Contract Amendment- Exhibit A-2 Proposal, Exhibit C-2 Manhour Estimates, Exhibit D-2 Cost Derivation & Fee Schedule, Exhibit E-2 General Performance Schedule, and Exhibit G-2 Disclosure of Principals, all as attached hereto.

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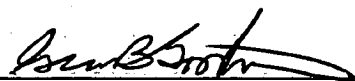
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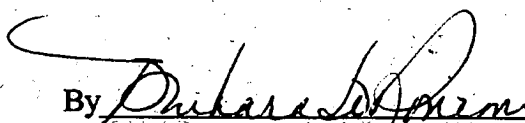
IN WITNESS WHEREOF, the parties have caused this First Amendment to the original AGREEMENT to be executed the day and year first above written.

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

"CITY"

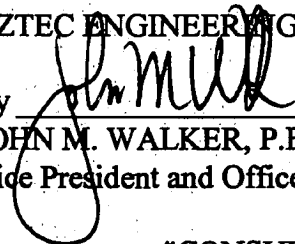
ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By Robert S. Sylvain 8-11-04
ROBERT S. SYLVAIN Date
Deputy CITY Attorney

AZTEC ENGINEERING, LLC.

By 
JOHN M. WALKER, P.E.
Vice President and Office Principle

"CONSULTANT"

FIRST AMENDMENT EXHIBITS

Exhibit "A-2"	Contract Amendment Scope of work
Exhibit "B-2"	Not Used
Exhibit "C-2"	Contract Amendment Manhour Estimate
Exhibit "D-2"	Contract Amendment Cost Derivation and Fee Schedule
Exhibit "E-2"	Contract Amendment General Performance Schedule
Exhibit "F-2"	Not Used
Exhibit "G-2"	Contract Amendment Disclosure of Principals

**EXHIBIT A-2
SCOPE OF SERVICE
PM-10/CMAQ ROADWAY IMPROVEMENTS, PHASE 2C**

DESCRIPTION OF PROJECT

The Scope of Services to be provided under the terms of this Agreement addresses the design and preparation of Contract Drawings and Special Provisions for the asphalt surfacing of unpaved roads, which have been identified and approved by the RTC in the Clark County PM-10 non-attainment area. City of Las Vegas shall provide all environmental services, environmental studies, environmental reports and environmental support as required to complete the project. Work does not include BLM coordination for new right-of-way, cultural and historical assessments, 404 Nationwide Permit preparation, biological, tortoise, etc. The scope of this work does not include the hydrologic or hydraulic analysis of the existing or proposed drainage conditions nor does it include Storm Drain Plan & Profiles unless provided for in Exhibit "B" "Additional Services." The list of streets and intersections in attachment 1 represent the limits of work.

DESIGN CRITERIA

Engineering Services to be provided under the terms of the Agreement shall be performed in conformance with the following policies and design criteria: City of Las Vegas *Policy and Procedures for Design of Public Works Projects*, Clark County Regional Flood Control District (CCRFCD) *Hydrologic Criteria and Drainage Design Manual*, Clark County *Uniform Standard Specifications* and *Uniform Standard Drawings*, and the American Association of State Highway and Transportation Officials (AASHTO) *Standard Specifications for Highway Bridges* and *Policy on the Geometric Design of Highways and Streets*.

Shoulder and travel lanes shall be designed with 32' width. The width of some streets may be extended to 28' at the direction of the City. Depth of the new pavement or shoulder and substructure shall be as directed by the City. Location of the improvement within the right of way shall be determined by the consultant during the design process and approved by the City.

▪ 100 PRELIMINARY AND GENERAL ITEMS

- 110 Progress Meetings: Consultant shall schedule and prepare an agenda for progress meetings to be held each time comments are returned or as otherwise necessary. Approximately ten (10) meetings are anticipated. Consultant shall prepare and distribute minutes of this meeting to all attendees.

- Deliverable: Progress meeting minutes.

- 115 Utility/Agency/Project Coordination: During the length of this contract, the Consultant shall coordinate with the various utilities to obtain as-built information, notify of conflicts and relocations and provide advance notice of impacts on proposed facilities. Consultant shall provide shell drawings to the utilities for their use in marking the locations of their facilities. Consultant shall also coordinate, provide and obtain information regarding current and proposed improvement projects adjacent to or within the project limits.

Determine if any identified streets are currently in development review and should be removed from this project. In addition, the Consultant will coordinate with Nevada Department of Transportation (NDOT), Regional Transportation Commission of Southern Nevada (RTC), and the U.S. Army Corp Of Engineers (COE) as required.

- Deliverable: Consultant shall provide the City with copies of all correspondence related to these activities.

200 PRELIMINARY ENGINEERING:

- 205 Inventory of Non-Paved Roads: The Consultant shall develop an inventory that will list existing conditions of the subject roadway, identify manholes, signs, or utilities that may be affected during construction of improvements. Also, edge conditions, and drainage conditions will be noted on the log. All roadways identified and approved by RTC within the Phase 2C PM-10 non-attainment area will be visited, site conditions analyzed and marked in the inventory log.
- 210 Survey: Consultant shall perform the survey control, and topographic survey (i.e.: driveway elevations, manhole and valve elevations (rim and invert/nut), sign and pole locations etc).
- 215 Preliminary cost estimate and development of scope of work: Consultant shall submit an opinion of probable construction costs and field verify the extent and variety of design work necessary to provide a complete set of bid documents. Make recommendations to the city for the tasks necessary to design the project.
- 220 Right-of-Way Coordination: The Consultant shall coordinate with the City in obtaining Right-of-Way certification for the project. The City will perform the certification. The scope of this work does not include obtaining title reports or preparing legals when right-of-way is required, unless provided for in Exhibit "B" "Additional Services."

300 50% DESIGN AND CONSTRUCTION DOCUMENTS

The Consultant shall proceed with design and preparation of the construction documents. The Consultant shall submit construction plans including, but not limited to, plan and profile sheets showing roadway improvements, location of existing utilities, and construction details, all for City review and approval. The format, verbiage, organization, structure, and style of the Special Provisions shall be as directed by the City. A sample set of Special Provisions will be provided to the Consultant. Separate plan sheets shall be prepared for the following:

1. *City Standard Cover Sheet* identifying project participants and note sheet with plan and sheet index, vicinity map, general notes, benchmark, and basis of bearings.

2. **Survey Control Plan** identifying project limits, horizontal control for centerline and rights-of-way, and monumentation. The Consultant shall provide information for the Survey Control Plan.
 3. **Typical Roadway Sections**
 4. **Roadway Plans and Profiles** showing centerline and ditch outlet elevations.
 5. **Storm Drain Plans and Profiles** are not included unless provided for in Exhibit "B" "Additional Services."
 6. **Pavement Marking Plans** are not included unless provided for in Exhibit "B" "Additional Services."
 7. **Detail Drawings** for trench sections and other design and construction details, as required.
- 305 **Cover Sheet, General Note Sheet:** Prepared in City format.
- 310 **Survey Control Sheet:** Signed by a Nevada PLS.
- 315 **Typical Sections:** Typical sections shall be prepared to an essentially complete state, showing structural section and relative location of typical improvements within the right-of-way. The scope of this work does not include geotechnical investigation to determine "R" values for pavement thickness, unless provided for in Exhibit "B" "Additional Services."
- 320 **Roadway Plan and Profiles:** Plan and profiles shall be prepared to a near complete state. Plan and profiles shall include the proposed length of encroachment for the construction of driveway transitions and landscape repair beyond the limits of the right of way.
- 325 **Design Details:** Design details shall be in the early development stages.
- 330 **Quantity Tabulation Sheet:** Show bid quantities on a sheet-to-sheet basis.
- 335 **Draft Specifications:** Draft specifications shall be prepared consisting of the Special Provisions modifying the Clark County Area Standard Specifications published by the Regional Transportation Commission. The specifications shall address any bid item required for construction of the improvements shown on the plans.
- 340 **Updated Cost Estimate:** An updated cost estimate will be provided with the 50% submittal. The Engineer's Estimate will be broken out by plan sheet and by funding source.
- 345 **50% Submittal**
- **Deliverable:** Ten (10) copies of 11" x 17" true half size and one (1) set of 24" x 36" blue lines, bound specifications and cost estimate shall be submitted to the City. The Engineer's estimate will also be submitted as a Microsoft Excel Work Sheet electronic file. Copies of plans shall be submitted to the utilities. In addition, 2 sets

of documents shall be submitted to RTC, and 5 sets of submittal documents shall be submitted to NDOT for review.

400 90% DESIGN AND CONSTRUCTION DOCUMENTS

- 405 Walkthrough: Consultant shall schedule a walk through of the project with the CLV Project Manager after the 50% submittal. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions.

- Deliverable: Walk through meeting notes.

- 410 Revise Design and Construction Documents: The 90% submittal shall include all the elements of Section 300 which shall be advanced in level of design and shall incorporate comments from the 50% submittal. Consultant will submit necessary documentation to NDOT and RTC.

- Deliverable: Ten (10) copies of 24" x 36" blue lines, bound specifications and cost estimate shall be submitted to the City. A status report of the certification will also be submitted at this time. The Engineer's estimate will also be submitted as a Microsoft Excel Work Sheet electronic file. Copies of plans shall be submitted to the utilities. In addition, 2 sets of documents shall be submitted to RTC, and 5 sets of submittal documents shall be submitted to NDOT for review.

500 FINAL DESIGN AND CONSTRUCTION DOCUMENTS

- 505 Finalize Design and Construction Documents: Finalize plans, specifications and bid documents by incorporating comments received from the 90% submittal. The Consultant shall coordinate and obtain all utility signatures required on the Cover Sheet and elsewhere in the plans as required, and submit copies of final plan sheets to utility companies as required by the Utility Companies to obtain final signatures. Consultant will submit necessary documentation to NDOT and RTC for authorization to proceed.

- 510 Attend pre-bid conference: Consultant project manager shall attend the prebid conference and respond to bidder questions.

- 515 Prepare estimated construction schedule: The consultant will identify critical path items of work to be performed during the construction contract and allocate time and order of precedence to these tasks. The result of the estimated construction schedule will be an amount of working days necessary to complete the construction contract.

Upon Agency approval, then submit final mylars and documents as noted:

- Deliverable: One (1) set of original mylars, unbound specifications and cost estimate shall be submitted to the City. ROW certification will also be submitted. An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted. Electronic copies of both the plans (AutoCAD 2004 format) and specifications (Microsoft Word format) shall be provided to the City. The Engineer's estimate will also be submitted as a Microsoft Excel Work Sheet electronic file. One copy of the plans shall be provided to each affected utility. Also, two (2) original unbound special provisions, and two (2) sets of half-size plans shall be submitted to the City.

900 BID SERVICES

950 Prepare Addenda:

During the bidding process, the Consultant shall assist the City with the preparation of contract addenda. The Consultant shall provide addenda at no cost to the City if it is the result of "errors" by the Consultant that require revisions to the bid documents. Addenda items requested by the City due to design changes at no fault of the Consultant will be covered under Exhibit "B", "Additional Services".

955 Respond to Bidders Questions

As directed by the City, the Consultant shall answer bidder's questions.

EXHIBIT C-2
MANHOOR ESTIMATE
PM10/CMAQ ROADWAY IMPROVEMENTS, PHASE 2C

TASK	DESCRIPTION							HOURS SUBTOTAL
		P	PM	PE	CADD	Survey	PLS	
100	PRELIMINARY AND GENERAL ITEMS							
105	Progress Meetings (10 mtgs)	1	15	20	5			41
110	Utility/Agency/Project Coordination	1	6	10	2			19
	SUBTOTAL	2	21	30	7			60
200	PRELIMINARY ENGINEERING							
205	Inventory of Non-Paved Roads	0	6	6	12	6		30
210	Survey	0	1	12	12	60	6	91
215	Preliminary Cost Estimate		2	4	4			10
220	ROW Coordination	0	1	1			4	6
	SUBTOTAL	0	10	23	28	66	10	137
300	50% DESIGN AND CONSTRUCTION DOCUMENTS							
305	Cover Sheet, General Note Sheet	0	1	4	4			9
310	Survey Control Sheets	0	1	1	8		6	16
315	Typical Sections	0	2	6	12			20
320	Roadway Plan and Profiles	2	24	48	80			154
325	Design Details	1	4	8	12			25
330	Quantity Tabulation Sheet	0	4	12	12			28
335	Draft Specifications	2	8	4	8			22
340	Cost Estimate	2	6	12	6			26
345	50% Submittal		1	1	4			6
	SUBTOTAL	7	51	96	146		6	306
400	90% DESIGN AND CONSTRUCTION DOCUMENTS							
405	Walkthrough	0	12	12				24
410	Revise Design and Construction Documents	1	8	14	28			51
	SUBTOTAL	1	20	26	28			75
500	FINAL DESIGN AND CONSTRUCTION DOCUMENTS							
505	Finalize Design and Construction Documents	1	6	16	20			43
510	Attend Prebid Conference	0	4	4				8
515	Prepare Construction Schedule	1	4	2				7
	SUBTOTAL	2	14	22	20			58
900	ADDITIONAL SERVICES							
905	Title Reports/Legal Descriptions							0
910	Environmental Services							0
915	Geotechnical Investigation							0
920	NDOT ROW Occupany Permit							0
925	Additional Sewer Video Evaluation							0
930	Additional Survey							0
935	Additional Design Services							0
940	Potholing							0
945	Utility Relocation							0
950	Addenda							0
955	Respond to bidders Questions							0
960	Construction Support							0
975	Pre-construction Conference							0
980	Construction Visits							0
985	Request for Information							0
	SUBTOTAL - Additional Services	0	0	0	0	0	0	0
	GRAND TOTAL	12	116	197	229	66	16	636

10/22/2002 P - Principal; PM - Project Manager; PE - Project Engineer; CADD - CADD Operator

TASK	DESCRIPTION	Principal	PM	PE	CADD	Survey	P.L.S.	Direct Expenses	Lump Sum Task Amounts
100	PRELIMINARY AND GENERAL ITEMS	\$ 160.00	\$ 138.00	\$ 104.00	\$ 71.00	\$ 114.00	\$ 91.00		
110	Progress Meetings (10 mths)	\$ 160.00	\$ 1,950.00	\$ 2,030.00	\$ 386.00	\$ -	\$ -	\$ 4,595.00	
115	Utility Agency Project Coordination	\$ 160.00	\$ 780.00	\$ 1,030.00	\$ 154.00	\$ -	\$ -	\$ 2,574.00	
	SUBTOTAL	\$ 320.00	\$ 2,730.00	\$ 3,060.00	\$ 539.00			\$ 290.00	\$ 6,523.00
200	PRELIMINARY ENGINEERING								
205	Invention of Non-Paved Roads	\$ -	\$ 780.00	\$ 618.00	\$ 824.00			\$ 2,322.00	
210	Survey	\$ -	\$ 130.00	\$ 1,236.00	\$ 824.00	\$ 6,900.00	\$ 546.00	\$ 9,786.00	
215	Preliminary Cost Estimate	\$ -	\$ 280.00	\$ 412.00	\$ 308.00			\$ 980.00	
220	RDM Coordination	\$ -	\$ 130.00	\$ 103.00	\$ -			\$ 233.00	
	SUBTOTAL	\$ -	\$ 1,300.00	\$ 2,369.00	\$ 2,156.00			\$ 6,233.00	
300	90% DESIGN AND CONSTRUCTION DOCUMENTS								
305	Cover Sheet, General Note Sheet	\$ -	\$ 130.00	\$ 412.00	\$ 308.00			\$ 850.00	
310	Survey Control Sheets	\$ -	\$ 130.00	\$ 103.00	\$ 616.00			\$ 849.00	
315	Typical Sections	\$ -	\$ 280.00	\$ 618.00	\$ 824.00			\$ 1,902.00	
320	Roadway Plan and Profiles	\$ 320.00	\$ 3,120.00	\$ 4,944.00	\$ 6,160.00			\$ 15,744.00	
325	Design Details	\$ 160.00	\$ 520.00	\$ 824.00	\$ 824.00			\$ 2,428.00	
330	Quantity Takeoff Sheet	\$ -	\$ 520.00	\$ 1,236.00	\$ 824.00			\$ 2,680.00	
335	Draft Specifications	\$ 320.00	\$ 1,040.00	\$ 412.00	\$ 616.00			\$ 2,398.00	
340	Cost Estimates	\$ 320.00	\$ 780.00	\$ 1,236.00	\$ 462.00			\$ 2,768.00	
345	50% Subtotal	\$ -	\$ 130.00	\$ 103.00	\$ 308.00				
	SUBTOTAL	\$ 1,120.00	\$ 6,500.00	\$ 9,786.00	\$ 10,534.00			\$ 1,200.00	\$ 28,538.00
400	90% DESIGN AND CONSTRUCTION DOCUMENTS								
405	Warranty	\$ -	\$ 1,560.00	\$ 1,236.00	\$ -			\$ 100.00	\$ 2,896.00
410	Revision Design and Construction Documents	\$ 160.00	\$ 1,040.00	\$ 1,442.00	\$ 2,156.00			\$ 200.00	\$ 4,968.00
	SUBTOTAL	\$ 160.00	\$ 2,600.00	\$ 2,678.00	\$ 2,156.00			\$ 300.00	\$ 7,894.00
500	FINAL DESIGN AND CONSTRUCTION DOCUMENTS								
505	Finalize Design and Construction Documents	\$ 160.00	\$ 780.00	\$ 1,444.00	\$ 1,540.00			\$ 200.00	\$ 4,328.00
510	Attend Public Conference	\$ -	\$ 520.00	\$ 412.00	\$ -			\$ 82.00	\$ 932.00
515	Prepare Construction Schedule	\$ 320.00	\$ 1,820.00	\$ 2,068.00	\$ 1,540.00			\$ 200.00	\$ 6,148.00
	SUBTOTAL	\$ 480.00	\$ 3,120.00	\$ 3,924.00	\$ 3,080.00			\$ 400.00	\$ 11,408.00
	BASIC SERVICES TOTAL	\$ 1,920.00	\$ 14,650.00	\$ 20,168.00	\$ 17,224.00			\$ 1,900.00	\$ 50,533.00
600	ADDITIONAL SERVICES								
605	Title Report/Legal Descriptions	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
610	Environmental Services	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
615	Geotechnical Investigation	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
620	NDOT ROW Occupancy Permit	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
625	Additional Survey Video Evaluation	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
630	Additional Survey	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
635	Additional Design Services	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
640	Pointing	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
645	Utility Relocation	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
650	Addenda	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
655	Respond to Bidders Questions	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
660	Construction Support	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
675	Pre-construction Conference	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
680	Construction Visits	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
685	Request for Information	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
	SUBTOTAL	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -
	Additional Services Labor Total								
	CONTINGENCY								
	ADDITIONAL SERVICES TOTAL							\$ 8,000.00	\$ 8,000.00
	GRAND TOTAL							\$ 64,533.00	\$ 64,533.00

p - Principal, PM - Project Manager, PE - Project Engineer, CADD - CADD Operator

EXHIBIT E-2 DESIGN SCHEDULE
Phase 2C
PM10/CMAQ Funded Paving Project
July 27, 2004

ID	Task Name	Duration	Start	Finish	Predecessors
1	TOTAL DESIGN SCHEDULE	156 days	Wed 9/1/04	Wed 4/6/05	
2	Notice to Proceed	0 days	Wed 9/1/04	Wed 9/1/04	
3	Kick Off Meeting	1 day	Thu 9/2/04	Thu 9/2/04	2
4					
5	PRELIMINARY ENGINEERING	15 days	Fri 9/17/04	Thu 10/7/04	
6	ROW Coordination	3 wks	Fri 9/17/04	Thu 10/7/04	3FS+2 wks
7	Submit plans to Utilities	2 days	Fri 9/24/04	Mon 9/27/04	3FS+3 wks
8					
9	50% DESIGN PHASE 2C	28 days	Tue 9/7/04	Thu 10/14/04	
10	Inventory of Roads	2 wks	Tue 9/7/04	Mon 9/20/04	3FS+2 days
11	Drainage Analysis	3 wks	Fri 9/10/04	Thu 9/30/04	3FS+1 wk
12	Prepare Plans, Specs. & Estimate	4 wks	Fri 9/10/04	Thu 10/7/04	3FS+1 wk
13	QA/QC Review	1 wk	Fri 10/8/04	Thu 10/14/04	12
14	50% Submittal to CLV, RTC, & NDOT	0 days	Thu 10/14/04	Thu 10/14/04	13
15					
16	Agency Review of Documents	3 wks	Fri 10/15/04	Thu 11/4/04	14
17					
18	90% DESIGN - PHASE 2C	28 days	Thu 11/4/04	Tue 12/14/04	
19	Receive Agency Comments	0 days	Thu 11/4/04	Thu 11/4/04	16
20	Walkthrough	3 days	Fri 11/5/04	Tue 11/9/04	19
21	Revise Design and Construction Documents	4 wks	Wed 11/10/04	Tue 12/7/04	20
22	QA/QC Review	1 wk	Wed 12/8/04	Tue 12/14/04	21
23	90% Submittal to CLV, RTC, & NDOT	0 days	Tue 12/14/04	Tue 12/14/04	22
24					
25	Agency Review of Documents	4 wks	Wed 12/15/04	Tue 1/11/05	23
26	CLV B&C Review Meeting	1 day	Wed 1/12/05	Wed 1/12/05	25
27					
28	FINAL SUBMITTAL - PHASE 2C	20 days	Wed 1/12/05	Wed 2/9/05	
29	Receive Agency Comments	0 days	Wed 1/12/05	Wed 1/12/05	25FS+1 day
30	Finalize Design and Construction Documents	4 wks	Thu 1/13/05	Wed 2/9/05	29
31	Final Submittal to CLV	0 days	Wed 2/9/05	Wed 2/9/05	30
32					
33	Advertise Phase 1	8 wks	Thu 2/10/05	Wed 4/6/05	31
34					
35	BID SERVICES - PHASE 2C	20 days	Wed 3/9/05	Wed 4/6/05	
36	Attend Pre-bid Conference	0 days	Wed 3/9/05	Wed 3/9/05	33SS+4 wks
37	Addenda	1 wk	Thu 3/10/05	Wed 3/16/05	36
38	Respond to bidder questions	4 wks	Thu 3/10/05	Wed 4/6/05	36

**EXHIBIT G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

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

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	<u>Contracting Entity</u>
AZTEC Engineering	
<u>Name</u> 3320 North Buffalo, Suite 106 Las Vegas, Nevada 89192	
<u>Address</u> 702-396-3426	
<u>Telephone</u> TAX ID# 86-1001208	
<u>EIN or DUNS</u>	

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement:</u> As described in Exhibit A	
RFP #:	

Block 3	<u>Type of Business</u>
☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation	

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

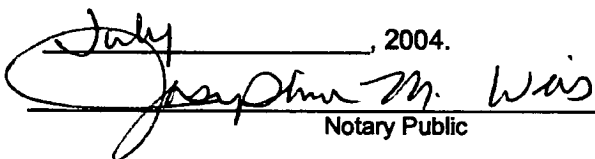
Block 4 Disclosure of Ownership and Principals			
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Hemant Patel, CEO	4561 E. McDowell Road Phoenix, Arizona 85008	602-454-0402
2.	Vinta Patel, Vice-President	4561 E. McDowell Road Phoenix, Arizona 85008	602-717-9408
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

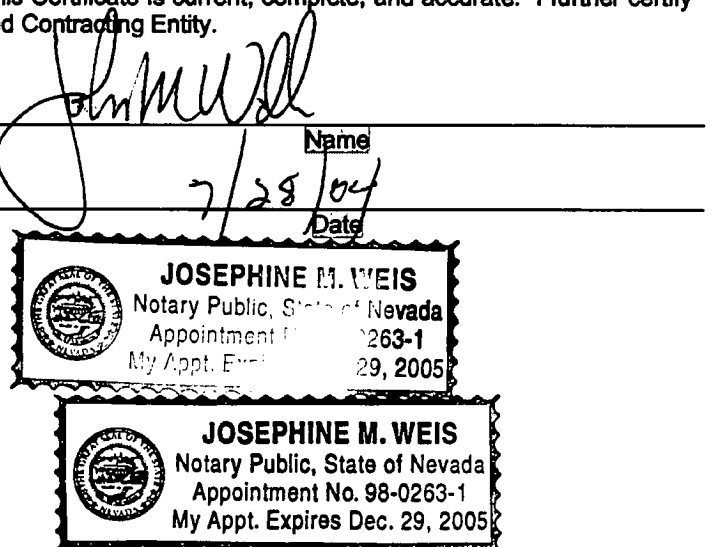
The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

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

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

Subscribed and sworn to before me this 28th day of

July, 2004.

 Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Contributions in Aid of Construction Tax Calculation with Nevada Power Company to facilitate relocation of a Nevada Power Company switchgear near the corner of Durango Drive and Vegas Drive (\$115,941 - Regional Transportation Commission) - Wards 2 and 4 (Wolfson and Brown)

Fiscal Impact

☐

No Impact

Amount: \$115,941

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: Regional Transportation Commission

PURPOSE/BACKGROUND:

The relocation of Nevada Power Company's switchgear is necessary for construction of the Durango Drive - Westcliff Drive to Vegas Drive project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Nevada Power Company Contributions in Aid of Construction Tax Calculation

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

NEVADA POWER COMPANY

CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC) / TAX CALCULATION

Customer: _____

Project Name: DURANGO/VEGAS SWITCH RELOC

Project ID: 0000175723

Contract No.: _____ Tax ID: _____

Version: 1

This tax is required pursuant to an order issued on December 20, 1988 by the Public Service Commission of Nevada, which adopted by reference Section 118 of the Internal Revenue Code as amended on October 22, 1986 by the Tax Reform Act of 1986. In accordance with this ruling, all contributions by the customer in aid of construction, including the cash advances and the estimated value of non-cash contributions, made after January 25, 1989, must be increased to reflect the Utility's then current income tax liability.

The current tax rate is: 16.5000%

A) REFUNDABLE TAXABLE AMOUNT (252.000)

- ☐ CONTRACTS - LEA, MP _____
- ☐ ATTACH TO AN EXISTING LE/LEA/MP _____
- ☐ PRE-DESIGN _____

Total: 0

B) REFUNDABLE TAX (253.000)

(A) X 16.5000 = 0

D) NON-REFUNDABLE TAX (253.030)

(C) X 16.5000 = 14,045

C) NON-REFUNDABLE TAXABLE AMOUNT (107.000)

- ☒ CONTRACT - CIAC OVER 20,000 85,120
- ☐ CIAC (RELOCATION) UNDER 20,000 _____
- ☐ CUSTOMER PAID OT _____
- ☐ UTILITY SHARED TRENCH _____
- ☐ CUSTOMER REVISION _____
- ☐ CUSTOMER UPGRADE _____
- ☐ ATTACHMENT TO EXISTING LE/MP 0

Total: 85,120

E) NON-REFUNDABLE (NON CASH) TAX (253.090)

TAX ON NON-CASH CONTRIBUTIONS IN AID OF CONSTRUCTION (TRENCH TAX)

Estimated value of non-cash contribution 61,314 X 16.5000

(Trench Tax) = 10,117

F) REFUNDABLE / NON-TAXABLE AMOUNT (252.000)

Total: 0

G) NON-REFUNDABLE / NON-TAXABLE AMOUNT (107.000)

- ☐ FOR THE PUBLIC GOOD / TAX EXEMPT OVER 20,000 _____
- ☐ FOR THE PUBLIC GOOD / TAX EXEMPT UNDER 20,000 _____
- ☐ TEMPORARY POWER _____
- ☐ CUSTOMER PAID OT _____
- ☐ CUSTOMER REVISION _____

Total: 0

H) NON-REFUNDABLE / NON-TAXABLE AMOUNT (108.000)

- ☐ CONTRACT CIAC REMOVAL OVER 20,000 6,659
- ☐ NO CONTRACT REMOVAL UNDER 20,000 _____
- ☐ CUSTOMER PAID OT _____
- ☐ CUSTOMER REVISION _____

Total: 6,659

Total A) REFUNDABLE TAXABLE (252.000)

Total B) REFUNDABLE TAX (253.000)

Total C) NON-REFUNDABLE TAXABLE (107.000)

Total D) NON-REFUNDABLE TAX (253.030)

Total E) NON-REFUNDABLE TAX (253.090)

Total F) REFUNDABLE / NON-TAXABLE (252.000)

Total G) NON-REFUNDABLE / NON-TAXABLE (107.000)

Total H) NON-REFUNDABLE / NON-TAXABLE (108.000)

Total Advance

A = 0

B = 0

C = 85,120

D = 14,045

E = 10,117

F = 0

G = 0

H = 6,659

Customer Advance = 115,941

Please make check payable to Nevada Power Company.

Refundable advance plus the proportionate tax effect will be refunded under the terms and conditions of the contract and Rule 9. Taxes collected on nonrefundable advances are not subject to refund.

CUSTOMER: _____

Date: _____

NEVADA POWER COMPANY: _____

Date: 08/06/04

Rev. 08/08/01

**NON-REFUNDABLE CONTRIBUTION IN AID
OF CONSTRUCTION AGREEMENT**

Contract: **CIAC0000175723A**
Project No: **0000175723**
Date Prepared: **08/05/2004**

BASIS

WHEREAS, Utility owns and operates electric transmission and distribution facilities and provides electric service within Clark and Nye Counties, Nevada, in accordance with a tariff filed with and approved by the Public Utilities Commission of Nevada ("Commission");

WHEREAS, Applicant owns or controls and has "Service," as defined in and governed by Rule 9 of Utility's filed and approved tariff, for the provision of service by Utility to the premises described as follows: DURANGO & VEGAS DR SW COR.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

This Agreement, made and entered between **NEVADA POWER COMPANY**, a Nevada Corporation, party of the first part, hereinafter called 'Utility', and City of Las Vegas, party of the second part, hereinafter called 'Applicant'.

WITNESSETH

A. The Applicant has requested service which requires an advance payment to the UTILITY in the form of a contribution in aid of construction. The required advance is a non-refundable amount, subject to an estimate to actual cost True- up, as defined in Rule 9 section A -7, for the amount of \$ 115,941.00 (inclusive of tax) to provide service. A "Project Cost Work Sheet" is included, a copy of which is attached hereto as "**Exhibit B**", and is made a part hereof. The service work rendered upon the UTILITY facilities, as shown on the Design attached hereto as "**Exhibit A**" and made a part hereof.

B. THIS AGREEMENT shall be in full force and effect when duly signed and dated by the appropriate representative of the Utility. A copy will be mailed to Applicant at Applicant's address.

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: CIAC0000175723A

Project No: 0000175723

Date Prepared: 08/05/2004

AGREEMENT

1. Definitions

In addition to other words and terms defined elsewhere in this Agreement, as used herein, the following words and terms have the following meanings respectively.

1.1 Acceptance: Acknowledgement that particular components of applicable drawings or work specifically corresponding to discrete specifications of UTILITY Standards are, to the best of Utility's knowledge, compliant with the applicable UTILITY Standards.

1.2 Adjustment: Without limitation, the addition to, alteration, relocation or removal of UTILITY facilities under this Agreement and as may be further described in Exhibit "A" and the Project. Adjustments include without limitation Betterments.

1.3 Betterment: Any deviation or upgrade in the Adjustment to an Utility facility, made primarily for the benefit and at the voluntary election of a Party, that is determined by Utility not to be in accordance with:

- i) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's total load requirements, or
- ii) The shortest practical route deemed suitable by Utility.

1.4 Construction Allowance: The maximum amount that Utility may invest, in accordance with Rule 9, toward the Cost of Adjustments excluding Betterments and Applicant requested upgrades.

1.5 Cost or Costs: Both direct and related indirect costs attributable to performance under this Agreement.

1.6 True up: The accounting process of comparing actual design, inspection and construction cost to serve against the estimated cost originated in the design process.

- a) UTILITY Cost or Costs are determined in accordance with Utility's normal accounting system using procedures prescribed by the Public Utilities Commission of Nevada or the Federal Energy Regulatory Commission.
- b) Cost or Costs include without limitation those for such things as: labor; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to UTILITY facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction [AFUDC], and improvements to real property that are related to Utility's facilities but not directly related to electrical requirements, such as fencing and landscaping, and will be reduced by any applicable salvage value.
- c) The application of Costs will be specified in the Agreement as an "actual" (subject to true-up), "fixed" (not subject to true-up), or "estimated."

1.7 In-Service Date: The date on which specific UTILITY facilities are released, in writing, to the jurisdiction of Utility's dispatcher.

1.8 Service Project: the Utility facilities that will be added, altered, relocated or removed, as shown in Exhibit "A" Utility's design provided in accordance with section 3.1 herein.

1.9 UTILITY Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant and as may be subsequently revised as deemed appropriate in Utility's sole discretion.

1.10 Project Agreement(s): additional written agreement(s) the Parties may enter into governing specific details of the Adjustments.

2. Description and Design of Project

2.1 Utility's Conceptual Engineering Design for the Project is provided in Exhibit "A" hereto. Exhibit "A" may be amended from time to time by the utility to reflect changes as required.

3. Project Cost, Cash Advance and True-Ups

3.1 Exhibit "B" hereto provides the Costs components of the Project, payable by Applicant under this Agreement. All estimated advances (exceeding \$20,000) are subject to an accounting adjustment, upon written request by the Applicant, to the Utility for a cash advance true up, per Rule 9 section A -7.

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: CIAC0000175723A

Project No: 0000175723

Date Prepared: 08/05/2004

4. Applicant's Obligations

4.1 Applicant will pay all Costs as specified in Exhibit "B".

4.2 The Applicant and its agents will perform in accordance with all applicable laws, ordinances, rules, regulations, standards, and codes and must comply with Utility's Standards, the National Electric Code, the National Electric Safety Code, and all other federal, state and local requirements that may apply.

4.3 Applicant is liable to UTILITY for any damage to Utility's facilities caused by Applicant or Applicant's agents. Applicant will pay Utility all reasonable Costs incurred to repair any such damage

4.4 Applicant will pay Utility's invoices within 30 days of receipt.

4.5 Applicant understands that Utility relies on information provided by the Applicant when performing its obligations under this Agreement. Notwithstanding anything to the contrary herein, the Applicant assumes all responsibilities and liabilities for repair, replacement, modification or other work to facilities:

- a) Resulting from or arising out of;
 - i. Incomplete or inaccurate data and other information supplied to Utility by Applicant, or
 - ii. Changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or
- b) That were installed based on surveys or staking provided by the Applicant or Applicant's agents that are found to be located outside the recorded property rights granted for such facilities

4.6 For facilities installed by the Applicant:

- a) Applicant will allow Utility to inspect the construction or installation of such facilities for Acceptance.
- b) Applicant assumes all responsibilities and liabilities for such facilities until Utility's Acceptance, in addition to providing the guarantees in Section 6.

4.7 If Applicant fails to complete the Development, terminates or, as determined by Utility, significantly curtails or reduces electric service thereto during the depreciable life of the facilities installed under Exhibit "A", then within 60 days of written notification by the Utility, the Applicant must pay reduction of service or termination charges in accordance with Rule 9, Section A-25.

5. Property Rights

5.1 Applicant will, without cost to UTILITY, grant, or obtain for UTILITY, all property rights, such as easements, conveyances, deeds, permits and rights-of-way, that UTILITY deems it requires for the UTILITY facilities or any portion thereof, affected under this Agreement.

5.2 UTILITY is not obligated to commence construction of any facilities until the required property rights are permanently granted to UTILITY in a manner that is satisfactory to UTILITY as to both location and form.

5.3 All facilities constructed and equipment installed by the Applicant under this Agreement will become property owned, maintained, and controlled by the UTILITY upon Utility's Acceptance.

5.4 The obligations of property rights contained herein shall survive any termination of this Agreement.

6. Guarantees

6.1 Applicant guarantees, regardless of Utility's Acceptance, all work performed and all material furnished under this Agreement against defects in materials and workmanship for a period of 1 year beginning with the In-Service Date of the applicable facilities and equipment.

6.2 UTILITY may, at its option and upon written notice to Applicant, either itself remedy or require Applicant to remedy any defect in materials or workmanship that develop during the one-year period. Should UTILITY choose to remedy such defect, Applicant will pay UTILITY all Costs incurred.

6.3 Where the Applicant has requested the Utility to install electric facilities prior to the establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas, the Applicant shall be responsible for the relocation or modification of any electric facilities where any conflict in accordance with Rule 9 Section A -10.

**NON-REFUNDABLE CONTRIBUTION IN AID
OF CONSTRUCTION AGREEMENT**

Contract: CIAC0000175723A

Project No: 0000175723

Date Prepared: 08/05/2004

7. Defaults

7.1 If a Party ("Defaulting Party") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("Non-Defaulting Party"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

8. Confidentiality

8.1 The Parties may exchange information to be used in complying with the Agreement. Some or all of this information, including but not limited to, oral information, documents, files, drawings, and data, may be confidential.

8.2 Any such information that a Party wants to be treated as "Confidential Information" under this Agreement, must be labeled as confidential on each written document or designated as confidential in writing for such information exchanged orally.

8.3 Each Party shall protect all information designated as "Confidential Information" in a reasonable manner, with no fewer protections than it uses to protect its own confidential information.

8.4 Upon request by either Party, the other Party must promptly either return to the requesting Party, or certify the destruction of, all Confidential Information provided to the non-requesting Party, together with all copies and extracts.

8.5 If the disclosure of any information identified as "Confidential Information" is requested or required by any court or administrative body by either Party, then the other Party must be promptly notified and is authorized to seek a protective order preventing or limiting disclosure.

9. Force Majeure

9.1 Neither Party is liable to the other, for any delay or non-performance due solely to causes beyond the Party's control for the period that such cause exists.

- a) Causes beyond a Party's control may be referred to as Force Majeure Events and include such things as: acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.
- b) An act or omission is not deemed to be beyond a Party's control if it is:
 - i. Related to any payment obligation,
 - ii. Caused by normal wear and tear, or
 - iii. Committed, omitted or caused by that Party, its agents, or affiliates.

9.2 If a Force Majeure Event is claimed by a Party, then that Party must:

- a) Give written notice to the other Party describing the particulars of the occurrence as soon as reasonably practicable after the beginning of said occurrence.
- b) Give the other Party adequate assurances that the suspension of performance will be of no greater scope and of no longer duration than is required by the Force Majeure Event. Such assurances must include explanation of the remedial action to be taken and the projected time period necessary to correct the Force Majeure Event.
- c) Give immediate written notice to the other Party when the Party is able to resume performance of its obligations under this Agreement.

9.3 All such notices must be accompanied with complete information sufficient to enable the Party receiving the notice to evaluate the correctness of the matters asserted therein. The failure of a Party to comply with these requirements is an event of default.

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: CIAC0000175723A

Project No: 0000175723

Date Prepared: 08/05/2004

10. Representations

10.1 Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

10.2 Each Party represents and warrants that the person executing this Agreement on its behalf has full power and authority to enter into this Agreement.

11. Precedence

11.1 This Agreement is made by Utility pursuant to its currently effective rules filed with and approved by the Commission. Those rules supersede any portion of this Agreement should a conflict arise. This Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction.

11.2 This Agreement supersedes all prior negotiations, representations and agreements, whether oral or written, between the Parties relating to this Agreement. Any promise or representation relative to this Agreement that is not specifically set forth in this Agreement binds neither Party.

12. Miscellaneous Provisions

12.1 Indemnity: Applicant agrees to indemnify and save harmless UTILITY from any and all claims or losses that result or arise from, construction activities taken by or on behalf of the Applicant including, without limitation, trenching, conduit installation, and backfill.

12.2 Assignment: This Agreement will be binding upon the trustees, successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. Except that either Party may assign this Agreement with written notice but without the consent of the other Party, to any successor corporation in any merger or to a company which it controls, is controlled by, or is under common control with.

12.3 Limitation of Damages: Notwithstanding anything to the contrary, a Party is not liable to the other Party for any punitive, consequential, indirect, exemplary or incidental damages, including, without limitation, damages based upon lost revenues or profits. This limitation on damages shall not apply to indemnification claims pursuant to Section 12.1.

12.4 Choice of Law and Venue: This Agreement will be interpreted and enforced in accordance with Nevada law, excluding its conflict of law rules. The venue for any disputes between the Parties that are beyond the scope of the Commission's jurisdiction is any proper court located in Clark County, Nevada.

12.5 Waiver: A Party's failure to enforce any of the provisions of this Agreement or to require performance by the other Party of any of its provisions will not be construed as a waiver of such provisions, nor in any way construed to affect the validity of this Agreement or any part hereof, or the right of any Party thereafter to enforce each and every provision of the Agreement.

12.6 Independent Contractor: Each Party is not and will not be deemed to be, for any purpose, the agent, representative, contractor or employee of the other by reason of this Agreement.

12.7 Integration and Modification: If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

12.8 Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby.

13. Term And Termination

13.1 This Agreement is effective on the date signed by both Parties and will remain in effect until all obligations hereunder are satisfied unless otherwise stated.

13.2 Any default, expiration, or termination of this Agreement does not release a Party from any liability or obligation to the other Party for:

- a) Utility's claims based on Applicant's Section 4.5 obligations;

**NON-REFUNDABLE CONTRIBUTION IN AID
OF CONSTRUCTION AGREEMENT**

Contract: **CIAC0000175723A**

Project No: **0000175723**

Date Prepared: **08/05/2004**

- b) Payment of reduction of service or termination charges in accordance with Section 4.7.
- c) Any indemnification claim that arises pursuant to Section 12.1;
- d) Payment of any amounts due prior to or resulting from termination.

14. Notices

14.1 All written notices, payments, or other official correspondence related to this Agreement may be sent by any method with the exception that notices of default in accordance with Section 7 must be sent using a method that provides documentation of delivery. Notices are effective and deemed to have been received as documented by the method of delivery, upon presentation if hand-delivered, or on the third business day following deposit for transmittal for any delivery method that does not provide documentation of delivery.

14.2 The Parties will send all written notices required in this Agreement to the addresses stated below, which may be revised at any time by providing written notice to the other Party of such change.



**NON-REFUNDABLE CONTRIBUTION IN AID
OF CONSTRUCTION AGREEMENT**

Contract: **CIAC0000175723A**

Project No: **0000175723**

Date Prepared: **08/05/2004**

	UTILITY	Applicant
Address	6226 W. Sahara Ave. Las Vegas, NV 89146	400 east stewart las vegas, NV 89101
Mailing Address	NORTH DISTRICT OFFICE 2215 E.LONE MOUNTAIN RD LAS VEGAS, NV 89031	
Tax ID #	MS: 94B	88-6000-1-98
Project Coordinator	MANUEL OROCEO	City of Las Vegas
Telephone	702/657-4316	
Cellular Telephone		
FAX		
Email Address	MO11903	

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the date set forth above.

NEVADA POWER COMPANY

City of Las Vegas

By: _____

By: _____

Name: ROBERT PENNINGTON

Name: _____

Title: Team Leader, New Business LVN

Representing: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Thomas R. Green 8/11/04
Date

EXHIBIT B NEVADA POWER COMPANY COMPATIBLE UNITS

Page: 1

CUSTOMER COST ESTIMATE

(Non-Refundable Cost)

Project ID: 0000175723

Title: DURANGO/VEGAS SWITCH RELOC

Report Date: 8/5/2004

Version: 3

Co-ordinator: OROCEO, MANUEL

Sub-Structure Tax Rate: 16.500%

Expected In-Service Date: 8/15/2004

NPC INSTALLS

Description	Standard	Qty	Unit Cost	Mtrl Cost	Man Hrs
1000-15KV UNDERGROUND TRIPLEX PRIMARY CABLE	UC-AAA	3,860.00	\$11.64	\$44,913.42	38.60
1000 MCM TERMS. ON SWITCH (LOAD)	UCT-101-AAAAB	2.00	\$324.64	\$649.28	12.00
TEE BODY FEEDER CABLE SPLICE FOR NEW VAULT	US-101-AB	1.00	\$1,517.19	\$1,517.19	21.75
FEEDER CABLE SPLICE FOR NEW VAULT 2X3-1000MCM	US-104-AA	1.00	\$437.71	\$437.71	12.00
FEEDER CABLE SPLICE FOR NEW VAULT 4X3-1000MCM	US-104-AB	1.00	\$823.99	\$823.99	21.75
SWITCH/FUSE CABINET, LF9, 0-1000 MCM 0-1/0 CABLES	USF-101-AC	1.00	\$8,313.97	\$8,313.97	5.25

Manhours: 111.35

Crew Labor: \$8,246

Material (Loaded): \$62,888

TOTAL: \$71,134

REMOVALS

Description	Standard	Qty	Man Hrs	Salvage Amt	Orig Cost	Year
1000-15KV UNDERGROUND TRIPLEX PRIMARY CABLE	UC-AAA	3,860.00	38.60			
TEE BODY FEEDER CABLE SPLICE FOR NEW VAULT	US-101-AB	1.00	21.75			
FEEDER CABLE SPLICE FOR NEW VAULT 2X3-1000MCM	US-104-AA	1.00	12.00			
FEEDER CABLE SPLICE FOR NEW VAULT 4X3-1000MCM	US-104-AB	1.00	21.75			
SWITCH/FUSE CABINET, LF9, 0-1000 MCM 0-1/0 CABLES	USF-101-AC	1.00	5.25	\$697.83	\$2,725.89	1,973

Manhours: 99.35

Crew Labor: \$7,357

TOTAL: \$7,357

TRENCH TAX

Description	Standard	Account	Qty	Rate	Mtrl Cost	Tax Amt
3-6" CONDUITS AND TRENCHING	TAX	253.180	689.00	0.16500	\$11,533.86	\$1,903.09
5-6" CONDUITS AND TRENCHING	TAX	253.180	677.00	0.16500	\$17,344.74	\$2,861.88
CONCRETE (CUBIC YARD) (TAX)	TAX	253.180	202.00	0.16500	\$25,553.00	\$4,216.25
SWITCH BOX MANHOLE (RS-98 OR RS-99)	TAX	253.180	1.00	0.16500	\$5,128.00	\$846.12
6" RGS BEND 45/90 DEGREE 48" RADIUS (TAX)	TAX	253.180	5.00	0.16500	\$1,633.80	\$269.58
REMOVE AND REPLACE SIDEWALK (SQUARE FEET) (TAX)	TAX	253.180	20.00	0.16500	\$121.00	\$19.97

Taxable Material Total: \$61,314

TAX TOTAL: \$10,117

CUSTOMER COST ESTIMATE

(Non-Refundable Cost)

Project ID: 0000175723

Title: DURANGO/VEGAS SWITCH RELOC

Report Date: 8/5/2004

Version: 3

Co-ordinator: OROCEO, MANUEL

Sub-Structure Tax Rate: 16.500%

Expected In-Service Date: 8/15/2004

DESIGN

Manhours: 39.81

Total Design Cost: \$1,931

INSPECTION/SCHEDULING

Manhours: 31.61

Total Inspection/Scheduling Cost: \$1,622

TRAVEL

Total Travel Hrs: 6.97

Total Travel Cost: \$2,064

DIFFICULTY FACTOR

Additional Supervision Hrs: 15.92

\$817

Additional Inspection Hrs: 15.92

\$817

Hot Line Hrs: 0.00

\$0

Congested Area Hrs: 0.00

\$0

Total Difficulty Factor Hrs: 31.85

Total Difficulty Factor Cost: \$1,634

GRAND TOTALS

Crew Labor: \$15,602

Material: \$62,888

DCA Labor: \$0

Design: \$1,931

Inspection/Scheduling: \$1,622

Right of Way: \$0

Survey: \$0

Travel: \$2,064

Difficulty Factor: \$1,634

TOTAL LABOR COST: \$23,924

TOTAL MATERIAL COST: \$68,553

TOTAL DCA COST: \$0

TOTAL PERMIT COST: \$0

Project Supervision: \$5,389

Admin/General: \$1,347

TOTAL COST ESTIMATE: \$92,477

SALVAGE: (\$698)

\$91,779

TOTAL COST ESTIMATE: \$91,779

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Engineering Design Services Agreement with VPOINT to design and prepare contract drawings and special provisions for the Particulate Matter - 10/Congestion Mitigation Air Quality (PM -10/CMAQ) Shoulder Improvements (\$302,880 - Regional Transportation Commission) - All Wards

Fiscal Impact

☐

No Impact

Amount: \$302,880

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: Regional Transportation Commission

PURPOSE/BACKGROUND:

The scope of work for this project generally consists of asphalt and granular material resurfacing of unpaved shoulders and travel lanes to extend the width of the existing roads to 32 feet. The roads to be improved have been identified and approved by the Regional Transportation Commission in the Clark County PM -10 non-attainment area.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Engineering Design Services Agreement

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

**ENGINEERING DESIGN SERVICES AGREEMENT
FOR PM 10/CMAQ SHOULDER IMPROVEMENTS**

THIS AGREEMENT is made and entered into this 1st day of September 2004, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and VPOINT (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the PM 10/CMAQ Shoulder Improvements project (herein the "Project"); and

WHEREAS, the City desires to retain a qualified engineer who will be responsible for providing the engineering design services hereinafter set forth below; and

WHEREAS, the Consultant is properly licensed and qualified in accordance with the Nevada Revised Statutes as an engineer and has the personnel and facilities necessary to perform the services hereinafter set forth within the time required under this Agreement.

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

**SECTION ONE
CONSULTANT RESPONSIBILITIES**

1.01 Consultant Services. The Consultant hereby agrees to provide the basic services and the additional services set forth in Exhibit "A" (Scope of Services) and Exhibit "B" (Additional Services) attached hereto.

1.02 Performance Standards. In performing the services set forth in this Agreement, the Consultant shall follow practices consistent with generally accepted within the engineering profession.

1.03 Document Review. The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local statutes, codes, ordinances and other regulations, and do not violate or infringe upon any patent rights.

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

of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 Consultant Representative. The Consultant's Representative is hereby designated as Allen E. Pavelka, P.E., Project Manager, of TRC Companies, BV Engineering, Nevada Division, who shall be responsible for the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 Correspondence Review. The Consultant shall furnish the City's Representative copies of each correspondence, if any, sent to the Contractor and to any regulatory agencies for approval and review prior to the mailing such correspondence.

1.07 Cooperation with the City. The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

SECTION TWO CITY RESPONSIBILITIES

2.01 City Representative. The City Engineer or his authorized representative is hereby designated as the City's Representative with respect to this Agreement. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant.

2.02 Review of Services and Documents. The services to be performed by the Consultant shall be subject to periodic review by the City's Representative. To prevent an unreasonable delay in the Project, the City's Representative will endeavor to examine and comment in writing on the documents including, without limitation, the plans, drawings and specifications furnished by the Consultant within twenty-one (21) days of receipt of such documents.

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

public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 Cooperation with Consultant. The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities.

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

3.01 Requested Changes. The City Engineer or his authorized representative may at any time, by written order, make changes which may result in an increase or decrease in the services to be performed by the Consultant under this Agreement.

3.02 Adjustment of Compensation. If the changes requested by the City cause an increase or decrease in the cost or time required to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. Failure to assert such claim within the time limit provided herein shall constitute a waiver of any right to seek any equitable adjustment in compensation with respect to that change.

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE SUB-CONSULTANT AGREEMENT

5.01 Sub-consultant Provisions. In the event that the Consultant with the approval of the City as required under Section 10.07 enters into an agreement with a sub-consultant for the performance of any of its obligations hereunder, the following provisions shall be included in each sub-consultant agreement:

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

(ii) The sub-consultant shall have no more rights against the City than that of the Consultant,

(iii) The sub-consultant agrees to be bound by all the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

(iv) Unless otherwise approved by the City's Representative, the subconsultant will obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant as provided in subsection C of Section 10.05 of this Agreement.

SECTION SIX TERM OF AGREEMENT

6.01 Term. This Agreement shall commence on the day it is approved by the City Council or other person duly authorized to execute this Agreement (which shall be inserted in the first paragraph set forth above) and shall remain in force and effect until the Project is completed unless the City serves upon the Consultant a thirty (30) day written Notice of Termination pursuant to Section 10.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder.

6.02 Disputes. This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 General. At the time of approval of this Agreement by the City Council, the City agrees to set aside three hundred two thousand eight hundred and eighty dollars (\$302,880) as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

7.02 Compensation: Basic Services (Lump Sum by Task). The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" which is completed by the Consultant. The Consultant agrees to complete each task and, if applicable, each subtask, for the amount of the lump sum set forth in Exhibit "D" regardless of the number of manhours which must be expended to complete the performance of this Agreement. The total payments to the Consultant for the completion of these tasks shall not exceed two hundred twenty-nine thousand two hundred and seventy-five dollars (\$229,275) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D", being derived from the manhour estimates (including subconsultants) set forth in Exhibit "C" attached hereto.

7.03 Compensation: Additional Services. For the additional services set forth in Exhibit "B," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed seventy-three thousand six hundred and five dollars (\$73,605) without the prior written approval of the City.

7.04 Invoice. An invoice shall be submitted to the City each month for the services provided during the previous month. An original invoice and one copy shall be provided to the City's Representative in the format of Exhibit "F" (Invoice Format) attached hereto. Payment shall be due within thirty (30) days after the date of receipt by the City's Representative of the monthly invoice. Failure to pay the Consultant within a 45 day period shall result in a one-half of one percent (1/2%) charge on the unpaid balance unless the City has notified the Consultant within the aforementioned period that it is disputing the amount due and owing under the invoice. Such disputes shall be handled as provided in Section 10.20A of this Agreement.

7.05 Right of Set-Off. The City's Representative may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses caused by reason of, or as a consequence of, the negligent, or reckless act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the 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 errors or deficiencies attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.06 Final Payment. Within thirty (30) days after the completion of construction and close-out of the Project, the City shall make the final payment for any additional services which might have been provided by the Consultant.

SECTION EIGHT PERFORMANCE SCHEDULE

8.01 Performance Schedule. The parties hereto have agreed to a general performance schedule (the "General Performance Schedule") which is set forth in Exhibit "E" attached hereto. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule") to be attached hereto as Exhibit "E-1" no later than ten (10) days after Consultant receives written notice to proceed from the City's Representative. The Detailed Performance Schedule shall identify the time for each of the tasks set forth in Exhibit "A" attached hereto as the period of time that may reasonably be required to complete the tasks identified. The format of the Detailed Performance Schedule shall be based on a cost-loaded, task-oriented diagram. In preparing the Detailed Performance Schedule, the Consultant will provide (21) days for each document that is to be reviewed by the City.

8.02 Revised Performance Schedule. If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 Records. The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices for a period of three (3) years after completion of this Agreement except that books, records or other documents which are subject of a pending audit shall be maintained for three (3) years after the completion of the audit. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents during normal business hours for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

If the books, records or other documents are not located within Clark County, Nevada, then in the event of an audit, Consultant agrees to deliver the same to the address designated by the City. If the books, records or other documents are incomplete, Consultant agrees to pay for the City's designated representative's cost to travel to Consultant's office to retrieve the omitted information needed for purposes of the audit.

9.02 Disclosure. The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement 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.

9.03 *Period of Maintenance.* The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

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

SECTION TEN MISCELLANEOUS PROVISIONS

10.01 *Suspension.* The City may suspend performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant at least ten (10) days prior to the effective date of the suspension. With such suspension, the City shall pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned until the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Consultant for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) days, the Consultant shall be entitled to an equitable adjustment of the compensation payable to the Consultant under this Agreement, including reimbursement to Consultant for additional costs occasioned as a result of such suspension of performance. In no event shall the City be liable to the Consultant for more than the percentage completed at the time of suspension.

10.02 *Termination for Convenience.* The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with the service of ten (10) days' prior written notification to the Consultant as provided in Section 10.18. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant.

10.03 *Termination for Default.* The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"):

(i) If the Consultant shall default in the due observance and performance of any term, condition or covenant contained in this Agreement,

(ii) If the Consultant shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii) If any warrant, execution or other writ shall be issued or levied upon any property or assets of the Consultant and shall continue unvacated and in effect for a period of thirty (30) days, or

(iv) If the Consultant, in the judgment of the City, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, and

(v) If such Event of Default continues for five (5) days after written notice to the Consultant, then the 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, and finish this Agreement by such means as the City may see fit, reserving the right to deduct from any invoice balance due the Consultant for services rendered, the reasonable and necessary cost of completing the performance of this Agreement with the remaining funds originally set aside and budgeted therefor and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the invoice balance due the Consultant, such deficiency shall be paid by the Consultant to the City within five (5) days of receipt of an invoice from 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 the services performed as of the date of receipt of the notice of termination. The cost and expense of completing this Agreement shall be computed and audited by the City's Representative. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay the costs of such audit.

It is expressly agreed that the City reserves the right to offset any and all claims made by the Consultant for payment of its fees or the reimbursement of additional costs incurred hereunder, with any claims that the City might have against the Consultant for failure to comply with any of the terms, conditions or covenants of this Agreement.

10.04 Ownership of Documents. Any and all plans, drawings, specifications and other documents (including electronic media) prepared or assembled by the Consultant, or any of its subconsultants, which are related to the performance of this Agreement are deemed to be the property of the City. In the event of the completion or termination of this Agreement, the City shall be entitled to the original plans, drawings, specifications and other documents related to this Agreement not in its possession. The plans, drawings, specifications and other documents may be utilized by the City for its own use for which they were prepared, and for use on other projects which may have parts in common with the Project, but not for the construction of any other project.

10.05 Insurance.

A. Coverages. The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following policies of insurance:

(i) Workman's Compensation Insurance protecting the Consultant and indirectly the City from employee claims based on job-related sickness, disease, or accident.

(ii) Comprehensive General Liability Insurance protecting the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement. The policy shall be endorsed to include the City as an additional insured party thereunder.

(iii) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Consultant from claims arising out of performance of professional services caused by a negligent act or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement.

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

C. Certificates and Endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$50,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

D. Period of Coverage. If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state such coverage and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

10.06 Indemnity. Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, reasonable attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may

suffer as a result of, by reason of, or as a consequence of, the negligent or reckless act or omission of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, the negligent, reckless act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees unless the Indemnitees, or any of them, elect to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein. If the Consultant shall fail to do so, the Indemnitees, and each of them, shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant.

10.07 Assignment. The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 Waiver. No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 Consultant Warranties. The Consultant hereby represents and warrants:

(i) 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 experienced, qualified and is able to furnish the plant, tools, materials, supplies, equipment, facilities and personnel, and is experienced in and competent to perform the services contemplated by this Agreement, and that it is qualified to provide such services and is authorized to do business in the State of Nevada,

(ii) That it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license, and

(iii) That it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999 (effective October 1, 1999) as amended by Resolution 105-

99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "G", all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G", the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within 15 days of such change.

10.10 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.

10.11 Independent Contractor. It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

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

10.13 Compliance with Laws. The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 Severability. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 Confidentiality. The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require subcontractors to comply with this requirement.

10.16 Site Inspection. The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for

performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 Modification. All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 Notice. Any notice required to be given hereunder shall be deemed to have been given when the notice is (i) received by the party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested with the United States Postal Service, addressed as follows:

TO CITY: Mark Sorensen, P.E.
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Fax: (702) 382-3232

TO CONSULTANT: Kathy Smith, P.E.
VPOINT
1009 Whitney Ranch Drive
Henderson, Nevada 89014

Fax: (702) 248-0626

10.19 Prohibition Against Contingent Fees. The Consultant represents and warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 Dispute Resolution.

A. Fee Disputes. Any fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnish a copy thereof, to the Consultant. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the City Manager a written appeal from the decision, addressed to the City Council in care of the City Engineer. The decision of the City Council, or its duly authorized representative for the determination of any such appeal, shall be final and conclusive. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute by the City Council, or its duly authorized

representative, the Consultant shall proceed diligently with the work to be performed under this Agreement and in accordance with the City Manager's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Consultant are basic services, or services entitled to additional compensation, the Consultant agrees to notify the City prior to providing such services of the Consultant's intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording the City the opportunity to monitor and verify the performance of the additional services and failure to provide the City with such notice prior to providing the services shall constitute forever a bar and a waiver of such claim.

B. Non-Fee Disputes. All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement, or the breach thereof, shall be decided by arbitration or litigation, whichever manner of resolution is designated by the City. As a prerequisite to the exercise of such right, the party seeking to arbitrate or litigate a claim, dispute or other matter shall notify the other party as required under subsection D of this Section. For each claim asserted by the Consultant, the City shall notify the Consultant within thirty (30) days of receipt of such notice as to the designated forum for resolving the claim, dispute or other matter. Failure of the City to notify the Consultant within the aforementioned thirty (30) days shall be deemed to be an election on the part of the City to arbitrate the claim, dispute or other matter in question between the parties. For each claim asserted by the City, the notice provided to the Consultant under subsection D of this Section shall also state the forum selected by the City for resolving the claim, dispute or other matter in question between the parties.

If the claim, dispute or other matter is to be decided by arbitration, then such determination shall be made according to the current arbitration rules of the American Arbitration Association or the Nevada Arbitration Association, whichever is selected by the City. Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement if so requested by either party to this Agreement. 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 with an additional person or persons, and any decision resulting therefrom, shall be binding and enforceable under the prevailing arbitration laws of the State of Nevada.

C. Right of Joinder. In the event the City is named as a party to any arbitration action, or commences an arbitration action against a party other than the Consultant, which action arises out of, results from or is connected with the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration action between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association or as otherwise agreed to by the parties. None of the time provisions imposed under Subsection D and E of this Section apply to

the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in, the arbitration.

D. Notice of Claim. In order to be able to arbitrate or litigate any claim, dispute or other matter in question between the parties under Subsection B of this Section, written notice thereof must be given by the party requesting the arbitration or litigation to the other party within thirty (30) days, in the case of notice to the City, or within sixty (60) days, in the case of notice to the Consultant, after the claim, dispute or other matter arises. The purpose of such notification is to place the notified 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 or litigation from subsequently arbitrating or litigating that particular claim, dispute or other matter.

E. Notice of Arbitration. The filing of the aforementioned notice of claim shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that the party requesting arbitration desires to proceed with the arbitration, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association or the Nevada Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project or final payment to the Consultant, whichever is the first to occur, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

F. Discovery. 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 Civil Procedure.

G. Award Final. The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. Mediation. By mutual written consent, in addition to the remedy of arbitration, the parties may endeavor to settle the claim, dispute or other matter in question between the parties by mediation in accordance with the current mediation rules of the Nevada Arbitration Association, the American Arbitration Association or other mediation service agreed to by the parties. Such mediation may occur at any time, including prior to the date that a hearing may have been scheduled for the arbitration. If a written request for mediation arises prior to the expiration of the sixty (60) day notice requirement set forth in Subsection E of this Section, then such time period shall be tolled (i) for a period of ten (10) days while the request is agreed to or denied, or (ii) if the request for mediation is agreed to, then until completion of the mediation.

10.21 *Attorney Fees.* The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and costs.

10.22 *Calendar Day.* All references in this Agreement to days are to calendar days unless otherwise indicated.

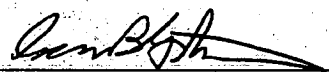
10.23 *Exhibits.* All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

10.24 *Agreements Version.* This Agreement utilizes the City's standard form updated as of July 27, 2004.

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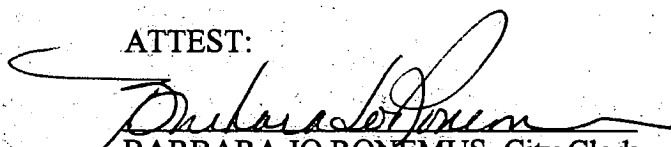
IN WITNESS WHEREOF, the parties have caused this Engineering Design Agreement for the PM 10/CMAQ Shoulder Improvements project to be executed the day and year first above written.

CITY OF LAS VEGAS

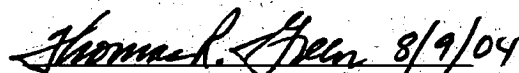
By: 
OSCAR B. GOODMAN, Mayor

"City"

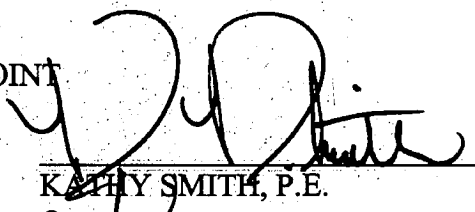
ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 8/9/04
Deputy City Attorney Date

VPOINT

By: 
KATHY SMITH, P.E.

Its: Owner

"Consultant"

EXHIBITS

Exhibit “A”	Contract Scope of Service (rev. 7/2/04)
Attachment “1”	List of Streets (rev. 7/13/04)
Exhibit “B”	Additional Services (rev. 6/18/04)
Exhibit “C”	Contract Man-hour Estimate (rev. 7/6/04)
Exhibit “D”	Contract Cost Derivation and Fee Schedule (rev. 7/6/04)
Exhibit “E”	Contract General Performance Schedule (rev. 7/6/04)
Exhibit “F”	Invoice Format (rev. 7/2/04)
Exhibit “G”	Contract Disclosure of Principals (rev. 7/29/04)

**EXHIBIT A
SCOPE OF SERVICE
PM10/CMAQ SHOULDER IMPROVEMENTS**

DESCRIPTION OF PROJECT

The Scope of Services to be provided under the terms of this Agreement addresses the design and preparation of Contract Drawings and Special Provisions for the asphalt and granular material surfacing of unpaved shoulders and travel lane to extend the width of the existing roads to 32', which have been identified and approved by the RTC in the Clark County PM-10 non-attainment area. City of Las Vegas shall provide all environmental services, environmental studies, environmental reports and environmental support as required to complete the project. Work does not include BLM coordination for new right-of-way, cultural and historical assessments, 404 Nationwide Permit preparation, biological, tortoise, etc. The list of streets and intersections in attachment 1 represent the limits of work. The scope of this work does not include the hydrologic or hydraulic analysis of the existing or proposed drainage conditions nor does it include Storm Drain Plan & Profiles unless provided for in Exhibit "B" "Additional Services."

The Consultant project manager as identified in the professional services agreement, section 1.05 shall coordinate all work and receive copies of all correspondence from the City of Las Vegas. The project manager shall wet stamp all required submittals and serve as the representative for all phases and tasks of the project.

DESIGN CRITERIA

Engineering Services to be provided under the terms of the Agreement shall be performed in conformance with the following policies and design criteria: City of Las Vegas *Policy and Procedures for Design of Public Works Projects*, Clark County Regional Flood Control District (CCRFCD) *Hydrologic Criteria and Drainage Design Manual*, Clark County *Uniform Standard Specifications* and *Uniform Standard Drawings*, and the American Association of State Highway and Transportation Officials (AASHTO) *Standard Specifications for Highway Bridges* and *Policy on the Geometric Design of Highways and Streets*.

Shoulder and travel lanes shall be designed with 32' width. The width of some streets may be extended to 28' at the direction of the City. Depth of the new pavement of shoulder and substructure shall be as directed by the City. Location of the improvement along the cross section shall be determined by the consultant during the design process and approved by the City.

100 PRELIMINARY AND GENERAL ITEMS

- 105 Kickoff Meeting: Consultant shall schedule and prepare an agenda for the initial kickoff meeting with the City and others within ten calendar days following receipt of the Notice to Proceed. Project criteria and parameters will be discussed as well as the design schedule. Consultant shall prepare and distribute minutes of this meeting to all attendees.

- Deliverable: Kickoff meeting agenda, meeting minutes, project criteria and project schedule.
- 110 **Progress Meetings:** Consultant shall schedule and prepare an agenda for progress meetings to be held each time comments are returned or as otherwise necessary. Progress meetings will proceed until completion of the project and may be biweekly in peak production times. Meetings will be held in TRC's office unless otherwise specified. Consultant shall prepare and distribute minutes of this meeting to all attendees.
- Deliverable: Progress meeting minutes.
- 115 **Utility/Agency/Project Coordination:** During the length of this contract, the Consultant shall coordinate with the Las Vegas Valley Water District (LVVWD) to obtain as-built information, notify of conflicts and relocations and provide advance notice of impacts on proposed facilities. Consultant shall provide roadway improvement location maps to the LVVWD for their use in marking the locations of their existing and proposed facilities. City of Las Vegas shall provide raw data for the Consultant to coordinate current and proposed improvement projects adjacent to or within the project limits.
- Also, determine if any identified streets have been constructed and should be removed from this project. In addition, the Consultant will coordinate with Nevada Department of Transportation (NDOT), Regional Transportation Commission of Southern Nevada (RTC), and the U.S. Army Corp Of Engineers (COE) as required to coordinate the work. NDOT coordination does not include preparation of a NDOT Right-of-Way Occupancy Permit.
- Deliverable: Consultant shall provide the City with copies of all correspondence related to these activities.
- 120 **Project Management:** Perform project management functions during the term of this contract.
- 200 **PRELIMINARY ENGINEERING:**
- 205 **Mapping:** Consultant shall create maps consistent with the level of detail required for design. City of Las Vegas shall provide a electronic file of the base drawing in AutoCAD format with street names identifying the improvement locations. The Consultant shall obtain aerial maps showing assessors parcel map right-of-way and property lines information by working at the City and accessing their GIS mapping database. The scope of this work does not include survey unless provided for in Exhibit "B" "Additional Services."
- 210 **Inventory of Non-Paved Roads:** All roadways identified and approved by RTC within the PM-10 non-attainment area will be visited, site conditions analyzed and marked in the inventory log. Visible existing utilities (valves, vaults, manholes, etc) will be identified during the site visits and approximately located on the plans by construction hex notes. Consultant shall meet with the City to discuss any areas where right-of-way may not be sufficient, or the shoulder paving will occur outside of ROW or conflicts must be resolved. Consultant shall check the functional classification of the identified roadways to determine if they meet the PM-10 guidelines. Verify compliance of the improvements

with NDOT and RTC stewardship agreement; and the Clark County Air Quality requirements. Consultant will make recommendation of the shoulder improvement necessary to meet the conditions of the NDOT/RTC stewardship agreement and City of Las Vegas requirements. Consultant will schedule field visits and meetings with the City of Las Vegas and other entities to resolve improvement questions and solutions.

Submittal: Key Map in AutoCAD format and inventory of roads with preliminary recommendation for improvement in Microsoft excel format.

- 220 **Right-of-Way Coordination:** The Consultant will perform the certification by researching information available on the current assessors parcel maps, final maps and other information available at the city of Las Vegas engineering archives. A certified land surveyor shall provide certification as follows: "The following roadways are within dedicated public right-of-way, owned in fee by the city of Las Vegas, a political subdivision of the State of Nevada. The ownership status of the listed roadways are shown in the attached Right-of-Way certification Map and was determined from information on file in the office of the Clark County Assessor." The scope of this work does not include obtaining title reports or preparing legals when right-of-way is required, unless provided for in Exhibit "B" "Additional Services."
- 230 **Preliminary Plans:** Consultant shall prepare preliminary plan for the proposed roadway improvements. A sample plan set will be provided to the Consultant. All plan sets submitted to the City will use substantially the same format and structure as the sample plan set. The verbiage for keynotes, labels and construction notes will be as shown also be substantially the same as shown on the sample plan set. All plans or drawings shall be prepared on 22" x 34" sheets. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The following information shall be provided:
1. Title sheet
 2. Vicinity map, location map, Key map
 3. Plan sheets (roadway improvement location map format)
 4. Roadway cross-section details.
- 235 **Cost Estimate:** Consultant shall prepare a Preliminary Opinion of Probable Cost for the proposed improvements itemized by individual City fund sources (i.e., CMAQ, Street Rehab, Drainage). Based upon the available funding, the project will be divided into a maximum of three (3) construction packages.
- 240 **Utility Submittal:** Submit full-size Preliminary Plans to the LVVWD. The Consultant shall provide sufficient information to satisfy the LVVWD to sign off on the plans. Consultants labor charges for work associated with coordination or approval of any other utilities except the LVVWD will be negotiated as an additional service.

300 50% DESIGN AND CONSTRUCTION DOCUMENTS

The Consultant shall proceed with design and preparation of the construction documents. The Consultant shall submit construction plans including, but not limited to, plan sheets showing roadway improvements, location of existing potable water utilities, and construction details, all for City review and approval. The format, verbiage, organization, structure, and style of the Special Provisions shall be as directed by the City. A sample set of Special Provisions will be provided to the Consultant. Separate plan sheets shall be prepared for the following:

- 305 Improvement Plans: Consultant shall prepare improvement plans consisting of cover sheet, general note sheets, typical section sheets, roadway plans in "roadway improvement location map" for, and design details. This task is based upon the following assumed sheet count included in the three packages:

Cover sheet, General Note Sheet = 6 sheets.

Typical Sections = 6 sheets.

Roadway Format = 10 sheets.

Design Details = 6 sheets.

Total Sheets = 28 sheets.

- 310 Quantity Tabulation Sheet: Show bid quantities on a sheet-to-sheet basis.

- 315 Draft Specifications: Draft specifications shall be prepared consisting of the Special Provisions modifying the Clark County Area Standard Specifications published by the Regional Transportation Commission. The specifications shall address any bid item required for construction of the improvements shown on the plans.

- 320 Updated Cost Estimate: An updated cost estimate will be provided with the 50% submittal. The Engineer's Estimate will be broken out by plan sheet and by funding source.

- 325 Quality Control Review: The Consultant shall conduct a quality control review of the plans, specifications, and cost estimate prior to submission to the City for their review.

- 330 50% Submittal:

- Deliverable: Ten (10) copies of 22" x 34" blue lines, bound specifications and cost estimate shall be submitted to the City. The Engineer's estimate will also be submitted as a Microsoft Excel Work Sheet electronic file. Copies of plans shall be submitted to the utilities. In addition, 2 sets of documents shall be submitted to RTC, and 5 sets of submittal documents shall be submitted to NDOT for review.

400 90% DESIGN AND CONSTRUCTION DOCUMENTS

- 405 Revise Design and Construction Documents: The 90% submittal shall include all the elements of Section 300, that shall be advanced in level of design and shall incorporate comments from the 50% submittal

- 410 Quality Control Review: The Consultant shall conduct a quality control review of the plans, specifications, and cost estimate prior to submission to the City for their review.

- Deliverable: (Plans, specs and cost estimate) Ten (10) copies of 22" x 34" blue lines, bound specifications and cost estimate shall be submitted to the City. The Engineer's estimate will also be submitted as a Microsoft Excel Work Sheet electronic file. In addition, 2 sets of documents shall be submitted to RTC, and 5 sets of submittal documents shall be submitted to NDOT for review.

500 99% DESIGN AND CONSTRUCTION DOCUMENTS

505 Walkthrough: Consultant shall schedule a drive-through of the project with the CLV Project Manager after the 90% submittal. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions.

- Deliverable: Drive-through meeting notes.

510 Revise Design and Construction Documents: The 99% submittal shall include all the elements of Section 400 which shall be advanced in level of design and shall incorporate comments from the 90% submittal

515 Quality Control Review: The Consultant shall conduct a quality control review of the plans, specifications, and cost estimate prior to submission to the City for their review.

- Deliverable: (Plans & specs & Cost estimate by TRC) Ten (10) copies of 22" x 34" blue line plans, bound specifications and 99% cost estimate to be submitted to the City. ROW certification will be submitted. The Engineer's estimate will also be submitted as a Microsoft Excel Work Sheet electronic file. One copy of the plans shall be provided to each affected utility. In addition, 2 sets of documents shall be submitted to RTC, and 5 sets of submittal documents shall be submitted to NDOT for review.

600 FINAL DESIGN AND CONSTRUCTION DOCUMENTS

605 Finalize Design and Construction Documents: Finalize plans, specifications and bid documents by incorporating comments received from the 99% submittal. The Consultant shall coordinate and obtain signatures on the Cover Sheet of any utility that approved the plans and elsewhere in the plans as required, and submit copies of final plan sheets to utility companies as required by the Utility Companies to obtain final signatures. Consultant will submit necessary documentation to NDOT and RTC for authorization to proceed.

610 Prepare estimated construction schedule: The consultant will identify critical path items of work to be performed during the construction contract and allocate time and order of precedence to these tasks. The result of the estimated construction schedule will be an amount of working days necessary to complete the construction contract.

Upon Agency approval, then submit final mylars and documents as noted:

- Deliverable: (Plans, specs and Cost estimate) One (1) set of original mylars, unbound specifications and cost estimate shall be submitted to the City. An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted. Electronic copies of both the plans (AutoCAD 2004 format) and specifications (Microsoft Word format) shall be Submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file. One copy of the plans shall be Submitted to each affected utility. Also, four (4) copies of full size blue-lines and special provisions, and one (1) set of half-size plans shall be submitted to the City.

700 BID SERVICES

705 Consultant shall attend the pre-bid conference.

ATTACHMENT 1
PM 10/CMAQ SHOULDER IMPROVEMENTS

STREET NAME	FROM	TO	STREET LENGTH	EXISTING PAVEMENT WIDTH
HOMESTEAD RD	RUSTON RD	ROCKY AV	641.00	25.10
HOMESTEAD RD	LOG CABIN WY	RUSTON RD	652.00	25.10
OHARE RD	GELDING ST	EL CAPITAN WY N	613.00	26.10
EL CAPITAN WY N	IRON MOUNTAIN RD	OHARE RD	1324.77	24.10
DURANGO DR N	IRON MOUNTAIN RD	OHARE RD	1289.65	20.10
DURANGO DR N	MAGGIE AV	IRON MOUNTAIN RD	497.02	20.10
TULE SPRINGS RD	TULE SPRING RD	CORP LIMIT	273.00	24.10
MAGGIE AV	ACCESS RD	TULE SPRINGS RD	271.14	19.50
MAGGIE AV	DURANGO DR N	ACCESS RD	2631.43	19.50
JONES BLVD N	CORP LIMIT	FICCA CUT-OFF TRL	903.20	24.10
DURANGO DR N	MAGGIE AV	MAGGIE AV	153.51	20.10
DURANGO DR N	BRENT LN	MAGGIE AV	664.52	20.10
LUTTS ST	FICCA CUT-OFF TRL	CORP LIMIT	482.00	18.10
JONES BLVD N	FICCA CUT-OFF TRL	BRENT LN	521.60	24.10
BRENT LN	DURANGO DR N	TULE SPRINGS RD	2131.84	24.10
BRENT LN	BONITA VISTA ST N	DURANGO DR N	620.00	27.10
BRENT LN	HOMESTEAD RD	BONITA VISTA ST N	1327.14	27.10
HOMESTEAD RD	GUY AV	BRENT LN	689.40	27.10
LUTTS ST	BRENT LN	FICCA CUT-OFF TRL	312.83	18.10
BRENT LN	BRONCO ST N	JONES BLVD N	681.00	24.10
HOMESTEAD RD	HORSE DR	GUY AV	344.94	27.10
MUSTANG ST	MEISENHEIMER AV	HORSE DR	58.44	14.50
MUSTANG ST	MEISENHEIMER AV	LAS VEGAS WASH	597.46	14.50
RACEL ST	RACEL ST	TENAYA WY N	666.17	24.10
RACEL ST	RACEL ST	PIONEER WY N	657.26	22.20
TENAYA WY N	ACKERMAN AV	RACEL ST	721.79	24.10
RACEL ST	CORP LIMIT	MUSTANG ST	370.00	23.90
RACEL ST	MUSTANG ST	MAVERICK ST	669.00	23.90
RACEL ST	MAVERICK ST	LAS VEGAS WASH	813.00	23.90
RACEL ST	LAS VEGAS WASH	JONES BLVD N	528.00	23.90
MAVERICK ST	ACKERMAN AV	RACEL ST	672.00	18.50
MUSTANG ST	ACKERMAN AV	RACEL ST	680.00	27.10
TENAYA WY N	GRAND TETON DR	ACKERMAN AV	741.50	24.10
ACKERMAN AV	CORP LIMIT	MUSTANG ST	340.07	26.70
MAVERICK ST	GRAND TETON DR	ACKERMAN AV	353.00	14.50
GRAND TETON DR	BRADLEY RD	THOM BLVD	1218.29	24.50
GRAND TETON DR	MAVERICK ST	LUTTS ST	660.80	24.10
GRAND TETON DR	LUTTS ST	LAS VEGAS WASH	692.29	24.10
LEON AV	FARM RD	WHISPERING SANDS DR	660.00	14.50
TENAYA WY N	DONALD NELSON AV	WHISPERING SANDS DR	647.00	24.10
COWBOY TRL	FARM RD	WHISPERING SANDS DR	1256.00	24.30
DONALD NELSON AV	MAVERICK ST	LUTTS ST	616.00	24.50
TENAYA WY N	FARM RD	DONALD NELSON AV	676.36	24.10
DONALD NELSON AV	LUTTS ST	JONES BLVD N	686.00	24.50
PAGE TOTAL			32005.42	

ATTACHMENT 1
PM 10/CMAQ SHOULDER IMPROVEMENTS

STREET NAME	FROM	TO	STREET LENGTH	EXISTING PAVEMENT WIDTH
VIA PROVENZA AV	RAINBOW BLVD N	GAREHIME ST	1335.21	24.10
SEVERENCE LN	PIONEER WY N	SEVERENCE LN	1154.00	24.30
SEVERENCE LN	SEVERENCE LN	TENAYA WY N	663.50	24.10
PIONEER WY N	PIONEER WY N	SEVERENCE LN	647.00	26.20
JONES BLVD N	ELKHORN RD	SEVERENCE LN	1330.00	23.10
UNICORN ST	ELKHORN RD	SOLAR AV	615.00	24.30
ELKHORN RD	SKY POINTE DR	SUBDIV LIMIT	1420.80	24.50
ELKHORN RD	UNICORN ST	THOM BLVD	659.00	24.50
ELKHORN RD	BRADLEY RD	UNICORN ST	622.00	24.50
ELKHORN RD	LEON AV	JEANETTE ST	634.00	24.50
ELKHORN RD	BOYD LN	LEON AV	685.00	24.50
ELKHORN RD	JONES BLVD N	BOYD LN	619.00	24.50
ONOUGH LN	SOUTH END	ELKHORN RD	1213.00	25.50
LEON AV	DONALD RD	ELKHORN RD	665.00	24.50
DECATUR BLVD N	DORRELL LN	DONALD RD	645.00	24.50
LEON AV	DORRELL LN	DONALD RD	648.00	24.50
DECATUR BLVD N	DORRELL LN	DEER SPRINGS WY	1443.00	24.50
JEANETTE ST	ERICKSON CT	DORRELL LN	499.00	24.50
LEON AV	DEER SPRINGS WY	DORRELL LN	1324.00	24.50
DORRELL LN	CORP LIMIT	JONES BLVD N	976.00	23.60
JONES BLVD N	DEER SPRINGS WY	DORRELL LN	1357.00	27.60
ERICKSON CT	JEANETTE ST	ERICKSON CT	132.00	24.50
JEANETTE CIR	JEANETTE CIR	JEANETTE ST	202.00	24.50
JEANETTE ST	DEER SPRINGS WY	ERICKSON CT	807.00	24.50
HALEY AV	PIONEER WY N	TENAYA WY N	1330.63	24.10
DECATUR BLVD N	CENTENNIAL PKWY W	DEER SPRINGS WY	1723.36	24.50
DEER SPRINGS WY	JEANETTE ST	UNICORN ST	665.39	24.50
DEER SPRINGS WY	LEON AV	JEANETTE ST	652.00	24.50
DEER SPRINGS WY	JONES BLVD N	LEON AV	1322.00	24.50
DEER SPRINGS WY	MAVERICK ST	CORP LIMIT	435.88	22.50
DEER SPRINGS WY	CORP LIMIT	JONES BLVD N	913.00	26.30
JONES BLVD N	MELLO AV	DEER SPRINGS WY	316.00	27.60
MELLO AV	JONES BLVD N	BRADLEY RD	2619.00	25.10
ROME BLVD	PIONEER WY N	TENAYA WY N	678.25	20.50
LEON AV	ROME BLVD	ANO DR	330.00	25.10
TENAYA WY N	BILPAR RD	ROME BLVD	596.89	24.50
ROME BLVD	HELEN AV	BRADLEY RD	651.00	26.10
ROME BLVD	LEON AV	HELEN AV	645.00	26.10
LEON AV	TURKEY LN	ROME BLVD	653.00	25.10
DARLING RD	SOUTH END	TIOGA WY N	353.35	24.10
DARLING RD	TIOGA WY N	PIONEER WY N	664.58	24.10
LEON AV	CENTENNIAL PKWY W	TURKEY LN	636.00	25.10
TENAYA WY N	CENTENNIAL PKWY W	BILPAR RD	337.51	24.50
JULIANO RD N	REGENA AV W	CENTENNIAL PKWY W	195.89	25.10
PAGE TOTAL			36014.24	

ATTACHMENT 1
PM 10/CMAQ SHOULDER IMPROVEMENTS

STREET NAME	FROM	TO	STREET LENGTH	EXISTING PAVEMENT WIDTH
REGENA AV W	JULIANO RD N	RILEY ST N	664.00	24.10
REGENA AV W	EL CAPITAN WY N	JULIANO RD N	341.03	24.10
JULIANO RD N	AZURE DR W	REGENA AV W	657.58	25.10
AZURE DR W	JULIANO RD N	EAST END	343.93	24.10
AZURE DR W	EL CAPITAN WY N	EAST END	174.89	24.10
TORREY PINES DR N	BULLRING LN	AZURE DR W	640.30	24.10
BRIGHT ANGEL WY	RILEY ST N	EAST EOP	333.57	24.10
BRIGHT ANGEL WY	WEST END	RILEY ST N	348.53	24.10
BRIGHT ANGEL WY	EL CAPITAN WY N	EAST EOP	299.37	23.10
MONTE CRISTO WY N	TROPICAL PKWY W	MONTE CRISTO WY N	616.00	27.60
DECATUR BLVD N	TROPICAL PKWY W	CENTENNIAL PKWY W	783.40	24.50
BULLRING LN	REBECCA RD	BULLRING LN	646.10	25.10
BULLRING LN	BULLRING LN	TORREY PINES DR N	884.00	25.10
BULLRING LN	TORREY PINES DR N	MAVERICK ST	1261.00	25.50
TORREY PINES DR N	SOUTH END	BULLRING LN	305.06	24.10
BULLRING LN	MAVERICK ST	JONES BLVD N	1221.00	25.50
MAVERICK ST	TROPICAL PKWY W	BULLRING LN	652.00	25.30
TORREY PINES DR N	TROPICAL PKWY W	NORTH EOP	333.82	24.10
TROPICAL PKWY W	TORREY PINES DR N	TROPICAL PKWY W	603.00	24.50
DECATUR BLVD N	EL CAMPO GRANDE AV W	TROPICAL PKWY W	1416.48	24.50
TORREY PINES DR N	EL CAMPO GRANDE AV W	TROPICAL PKWY W	1255.07	21.10
TROPICAL PKWY W	TROPICAL PKWY W	MAVERICK ST	639.00	24.50
TROPICAL PKWY W	BRONCO ST N	JONES BLVD N	617.00	24.70
MAVERICK ST	CORBETT ST	TROPICAL PKWY W	615.00	24.10
BRONCO ST N	CORBETT ST	TROPICAL PKWY W	611.00	24.10
CORBETT ST	MAVERICK ST	BRONCO ST N	593.00	24.10
CORBETT ST	CALVERTS ST	BRADLEY RD	1335.71	25.10
LEGGETT RD	LEGGETT RD	EL CAMPO GRANDE AV W	457.47	24.10
EL CAMPO GRANDE AV W	REBECCA RD	FANNINE WY	615.00	25.60
EL CAMPO GRANDE AV W	FANNINE WY	TORREY PINES DR N	660.00	25.60
TORREY PINES DR N	ALISHIA CIR	EL CAMPO GRANDE AV W	813.91	23.50
ROWLAND AV	CORP LIMIT	CORP LIMIT	200.44	24.50
DECATUR BLVD N	ANN RD W	EL CAMPO GRANDE AV W	1366.93	24.50
LEGGETT RD	KIOWA CIR	LEGGETT RD	194.42	24.10
EL CAMPO GRANDE AV W	CORP LIMIT	BRONCO ST	311.00	24.10
LEGGETT RD	ANN RD W	KIOWA CIR	692.51	24.10
TORREY PINES DR N	ANN RD W	ALISHIA CIR	427.97	23.50
REBECCA RD	TINA LN	ANN RD W	686.00	24.50
TINA LN	REBECCA RD	FIORINDA CIR	736.00	24.90
REBECCA RD	HAMMER LN W	TINA LN	676.00	24.50
WASHBURN RD W	DURANGO DR N	LISA LN N	658.00	24.10
WASHBURN RD W	LISA LN N	MANUEL DR	450.00	24.10
WASHBURN RD W	TOMSIK ST N	CIMARRON RD N	700.00	24.50
WASHBURN RD W	CIMARRON RD N	VALADEZ ST N	672.00	24.10
PAGE TOTAL			28508.49	

**ATTACHMENT 1
PM 10/CMAQ SHOULDER IMPROVEMENTS**

STREET NAME	FROM	TO	STREET LENGTH	EXISTING PAVEMENT WIDTH
WASHBURN RD W	VALADEZ ST N	CONOUGH LN	674.00	24.10
ROYER RANCH RD	ROSADA WY W	WASHBURN RD W	666.00	25.50
TOMSIK ST N	ROSADA WY W	WASHBURN RD W	835.00	25.10
CIMARRON RD N	ROSADA WY W	WASHBURN RD W	652.00	25.10
WASHBURN RD W	MAVERICK ST	BRONCO ST N	617.00	20.10
MAVERICK ST	LA MADRE WY W	WASHBURN RD W	1304.00	25.20
WASHBURN RD W	BRONCO ST N	JONES BLVD N	634.00	20.10
WASHBURN RD W	SHADY GROVE LN	LEON AV	435.00	25.10
WASHBURN RD W	JONES BLVD N	SHADY GROVE LN	919.00	25.10
LEON AV	ROSADA WY W	WASHBURN RD W	674.00	26.10
ROSADA WY W	CIMARRON RD N	VALADEZ ST N	660.00	24.10
ROYER RANCH RD	ADLER CIR	ROSADA WY W	149.00	24.50
TOMSIK ST N	ROYER RANCH RD	ROSADA WY W	663.05	22.50
CIMARRON RD N	LA MADRE WY W	ROSADA WY W	690.00	26.10
ROYER RANCH RD	OMNI CT	ADLER CIR	285.00	24.50
ROYER RANCH RD	LA MADRE WY W	OMNI CT	193.00	24.50
ROSADA WY W	JONES BLVD N	LEON AV	1342.00	20.70
LEON AV	LA MADRE WY W	ROSADA WY W	678.00	25.80
LA MADRE WY W	DURANGO DR N	LISA LN N	653.00	24.10
LA MADRE WY W	MARCON DR	ROYER RANCH RD	512.85	22.10
LA MADRE WY W	ROYER RANCH RD	JANELL RD	173.78	22.10
MAVERICK ST	SOUTH END	LA MADRE WY W	641.00	24.50
LA MADRE WY W	BRONCO ST N	JONES BLVD N	625.00	23.50
LA MADRE WY W	JONES BLVD N	LEON AV	1340.00	19.80
LEON AV	VERDE WY W	LA MADRE WY W	637.00	25.80
VERDE WY W	JONES BLVD N	LEON AV	1300.00	27.80
LEON AV	LONE MOUNTAIN RD W	VERDE WY W	654.00	25.80
BUFFALO DR N	RED COACH AV W	LONE MOUNTAIN RD W	1310.00	24.10
BALSAM ST	CORP LIMIT	RED COACH AV W	728.00	20.30
PAINTED DESERT DR	RAINBOW BLVD N	RANCHO DR N	1718.00	24.50
CRAIG RD W	CORP LIMIT	BUFFALO DR N	367.00	24.10
CRAIG RD W	QUADREL ST	CORP LIMIT	347.00	24.10
TIOGA WY N	CRAIG RD W	CORP LIMIT	691.00	18.50
PIONEER WY N	CORP LIMIT	CRAIG RD W	370.00	25.50
PIONEER WY N	HELEN AV	CORP LIMIT	347.00	25.50
HELENA AV	BUFFALO DR N	TIOGA WY N	634.00	24.10
HELENA AV	CORP LIMIT	PIONEER WY N	656.00	18.50
TIOGA WY N	CORP LIMIT	HELENA AV	330.00	25.10
PIONEER WY N	CORP LIMIT	HELENA AV	334.00	25.50
PIONEER WY N	HICKAM AV	CORP LIMIT	332.00	25.50
WINTER AV	THOM BLVD	THERESA WY	301.00	20.30
THERESA WY	SAN MIGUEL AV W	WINTER AV	747.00	21.10
TEE PEE LN N	ALEXANDER RD W	HICKAM AV	655.59	24.50
TIOGA WY N	FLORINE AV	HICKAM AV	682.00	18.50
PAGE TOTAL			29156.27	

ATTACHMENT 1
PM 10/CMAQ SHOULDER IMPROVEMENTS

STREET NAME	FROM	TO	STREET LENGTH	EXISTING PAVEMENT WIDTH
HICKAM AV	KISHA CT	BLACKMON CIR	302.00	24.50
HICKAM AV	BLACKMON CIR	LEON AV	798.00	24.50
HICKAM AV	BRADLEY RD	LAKE TAHOE ST	666.00	24.80
HICKAM AV	LEON AV	HELEN AV	643.00	24.50
HICKAM AV	HELEN AV	BRADLEY RD	644.00	24.50
BRADLEY RD	DIMICK AV	HICKAM AV	316.00	24.50
LAKE TAHOE ST	LAKE TAHOE ST	HICKAM AV	316.00	27.70
LEON AV	DIMICK AV	HICKAM AV	323.00	24.90
SAN MIGUEL AV W	THERESA WY	TUFFER LN	319.00	25.20
SAN MIGUEL AV W	THOM BLVD	THERESA WY	315.00	25.20
TUFFER LN	FOUNDATION AV	SAN MIGUEL AV W	633.00	25.10
FLORINE AV	CORP LIMIT	CIMARRON RD N	362.00	18.50
LEON AV	BRODERICK AV	DIMICK AV	569.00	24.90
BRADLEY RD	BRODERICK AV	DIMICK AV	540.00	24.50
FOUNDATION AV	THOM BLVD	TUFFER LN	680.00	24.80
BRADLEY RD	FLORINE ST	BRODERICK AV	334.00	24.50
LEON AV	ALEXANDER RD W	BRODERICK AV	685.00	24.90
ALEXANDER RD W	HUALAPAI WY N	JENSEN ST N	1655.47	24.10
ALEXANDER RD W	SARASOTA ST	HUALAPAI WY N	1120.50	24.10
BRADLEY RD	ALEXANDER RD W	FLORINE ST	354.00	24.50
QUADREL ST	CUL-DE-SAC	NORTH END	343.38	18.50
HELEN AV	DUNCAN DR	ALEXANDER RD W	1022.00	27.90
LEON AV	DUNCAN DR	ALEXANDER RD W	1293.00	24.20
CONSTANTINOPLE AV	TIOGA WY N	UNKNOWN CUL-DE-SAC	231.10	24.10
CONSTANTINOPLE AV	BUFFALO DR N	TIOGA WY N	690.08	24.10
QUADREL ST	GILMORE AV W	CORP LIMIT	464.00	18.50
GILMORE AV W	CONOUGH LN	QUADREL ST	625.00	18.50
DUNCAN DR	HELEN AV	BRADLEY RD	655.00	21.30
DUNCAN DR	LEON AV	HELEN AV	235.00	23.30
GILMORE AV W	THOM BLVD	MALNER LN	671.00	23.80
DUNCAN DR	SNORKEL CIR	RANCHO DR N	184.00	25.10
MARTINELLI CT	WEST END	DECATUR BLVD N	358.00	24.70
DUNCAN DR	SCUBA CIR	SNORKEL CIR	295.00	25.10
EDWARD AV	DUNCAN DR	CORP LIMIT	236.00	27.50
DUNCAN DR	EDWARD AV	SCUBA CIR	154.00	25.10
DUNCAN DR	EDWARD AV	EDWARD AV	50.00	23.10
MALNER LN	ROSKOTT CIR	OMEGA CIR	220.00	25.10
EDWARD AV	SOUTH END	DUNCAN DR	327.44	23.10
MALNER LN	GOWAN RD W	ROSKOTT CIR	363.00	25.10
SHADY TIMBER ST	BUCKSKIN AV	GOWAN RD W	1301.62	24.50
TIOGA WY N	CORP LIMIT	DELHI AV W	338.03	23.10
THOM BLVD	RICKY RD	JAY AV	659.00	27.70
BUCKSKIN AV	BUFFALO DR N	TIOGA WY N	674.00	18.50
PIONEER WY N	ATWOOD AV	BUCKSKIN AV	650.00	24.10
PAGE TOTAL			23614.62	

ATTACHMENT 1
PM 10/CMAQ SHOULDER IMPROVEMENTS

STREET NAME	FROM	TO	STREET LENGTH	EXISTING PAVEMENT WIDTH
SHADY TIMBER ST	CHEYENNE AV W	BUCKSKIN AV	1303.28	24.50
RICKY RD	BONN CT	THOM BLVD	212.00	27.50
RICKY RD	RANCHO DR N	BONN CT	742.00	27.80
BRONCO ST N	CHEYENNE AV W	ATWOOD AV	650.00	26.10
PASEO DEL MAR	JONES BLVD N	AVENIDA TAMPICO	771.00	26.50
AVENIDA TAMPICO	PASEO DEL MAR	AVENIDA VAQUERO	1206.00	27.10
AVENIDA VAQUERO	PASEO RECALLO CT	AVENIDA TAMPICO	331.00	27.10
PASEO DEL MAR	AVENIDA TAMPICO	PASEO MONTANA	269.00	27.10
FORT WEST RD	MUSTANG ST	MAVERICK ST	307.10	24.50
MAVERICK ST	PEAK DR	CORP LIMIT	337.00	24.50
MENDOZA CT	MENDOZA CT	PASEO MONTANA	501.00	27.10
PASEO MONTANA	AVENIDA SILLA	PASEO DEL MAR	392.00	27.10
AVENIDA CABALLO	PASEO RECALLO CT	AVENIDA SILLA	336.00	27.10
AVENIDA CABALLO	AVENIDA SILLA	MICHAEL WY N	793.00	26.50
AVENIDA SILLA	PASEO MONTANA	AVENIDA CABALLO	1229.00	27.10
MICHAEL WY N	MADRE MESA DR	SHEILA AV	438.00	26.10
MADRE MESA DR	CORP LIMIT	BRONCO ST N	337.13	23.50
MADRE MESA DR	MICHAEL WY N	DECATUR BLVD N	2850.00	22.50
BRONCO ST N	CORP LIMIT	MADRE MESA DR	308.00	24.50
BRONCO LOCO CT	WEST END	BRONCO ST N	160.22	24.50
TERRY LN	ROBERTA DR	CORP LIMIT	28.05	25.10
BEVVIE DR	CORP LIMIT	DECATUR BLVD N	330.00	24.50
JEAN AV	CORP LIMIT	DECATUR BLVD N	430.00	24.50
NEMETH LN	SOUTH END	SMOKE RANCH RD	109.62	20.50
AUBORN AV	MICHAEL WY N	CORP LIMIT	473.00	24.50
AUBORN AV	CORP LIMIT	DECATUR BLVD N	298.00	24.50
REITER AV	CORP LIMIT	DECATUR BLVD N	321.00	24.50
EUGENE AV	CORP LIMIT	DECATUR BLVD N	173.00	24.50
STACY AV	CORP LIMIT	DECATUR BLVD N	167.00	24.50
CORAN LN	CORP LIMIT	SYCAMORE TRL	158.00	23.10
CORAN LN	VALLEY DR	CORAN LN	336.00	19.10
CORAN LN	CORP LIMIT	VALLEY DR	165.00	19.10
CYPRESS TRL	CORP LIMIT	CORAN LN	481.00	20.50
SHADOW MOUNTAIN PL	CORP LIMIT	LAKE MEAD BLVD W	285.00	24.50
FAIRHAVEN ST	CORP LIMIT	CORP LIMIT	708.00	24.10
ANDERSON LN	CINDYSUE ST	ALWILL ST	325.00	19.10
CYPRESS TRL	CORP LIMIT	CORP LIMIT	144.00	20.50
SPRING RD	WILLOW TRL	RANCHO DR N	305.00	26.10
SPRING RD	CORP LIMIT	WILLOW TRL	158.00	26.10
WILLOW TRL	MELODY LN	SPRING RD	851.00	21.10
LEONARD LN	CORP LIMIT	CORP LIMIT	335.00	24.10
MELODY LN	PRIMROSE PATH	RANCHO DR N	472.00	24.50
MELODY LN	WILLOW TRL	PRIMROSE PATH	404.00	24.50
PRIMROSE PATH	SUNSET DR	MELODY LN	691.00	24.50
PAGE TOTAL			21620.40	

ATTACHMENT 1

PM 10/CMAQ SHOULDER IMPROVEMENTS

STREET NAME	FROM	TO	STREET LENGTH	EXISTING PAVEMENT WIDTH
HAYES AV	CORP LIMIT	CORP LIMIT	196.00	24.10
MELODY LN	CORP LIMIT	WILLOW TRL	63.00	24.50
EAST LN	VEGAS DR	NORTH END	600.00	25.50
MOUNTAIN TRL	CORP LIMIT	SUNSET DR	102.86	23.10
LEONARD LN	VEGAS DR	MARIETTA AV	313.10	24.50
GOLDHILL AV	TONOPAH DR N	VIRGINIA CITY AV	411.00	25.50
GOLDHILL AV	VIRGINIA CITY AV	COMSTOCK DR	857.00	25.50
GOLDHILL AV	COMSTOCK DR	SHARON RD	925.00	25.50
VIRGINIA CITY AV	SUTRO LN	GOLDHILL AV	460.00	25.50
SHARON RD	SUTRO LN	GOLDHILL AV	509.00	26.10
VIRGINIA CITY AV	MILLS CIR	SUTRO LN	580.00	25.50
SHARON RD	FAIR AV	SUTRO LN	1168.00	26.10
RALSTON DR	OPHIR DR	SUTRO LN	1675.00	25.50
VIRGINIA CITY AV	FAIR AV	MILLS CIR	578.00	25.50
ANDRA RD	STONE BEACH ST	NELLIS BLVD N	1374.00	23.50
4TH ST N	ADAMS AV E	4TH ST N	289.00	24.10
FAIR AV	VIRGINIA CITY AV	COMSTOCK DR	825.00	25.50
VIRGINIA CITY AV	OPHIR DR	FAIR AV	510.00	25.50
SHARON RD	OPHIR DR	FAIR AV	509.00	26.10
4TH ST N	WASHINGTON AV E	ADAMS AVE	373.00	24.10
OPHIR DR	VIRGINIA CITY AV	COMSTOCK DR	804.00	25.50
CLARKWAY DR	SOUTH END	WASHINGTON AV W	1303.00	19.50
CLARKWAY DR	BONANZA RD W	WASHINGTON AV W	1303.00	19.50
HARRIS AV	MANNING ST	MOJAVE RD N	717.00	23.50
EFFINGER LN	EFFINGER LN	HARRIS AV	624.00	22.10
MCKNIGHT ST	MCKNIGHT ST	HARRIS AV	536.00	22.10
POPPY LN	EASTERN AV N	LILLY LN	602.00	19.10
ALVIN ST	CEDAR AV	CEDAR AV ALLEY	136.53	17.10
SHETLAND RD	PINTO LN	ALTA DR	650.00	22.10
SHETLAND RD	PALOMINO LN	PINTO LN	656.00	22.10
PALOMINO LN	TROTTER CIR	RANCHO DR S	652.00	25.10
SHETLAND RD	CHARLESTON BLVD W	PALOMINO LN	1277.00	20.30
LINDELL RD	HOLMBY AV	CHARLESTON BLVD W	760.00	24.10
CAHLAN DR	ASHBY AV	CHARLESTON BLVD W	629.00	27.10
RUSSELL AV	EUCLID AV	ALEDO ST	191.00	21.10
HOLMBY AV	DUNEVILLE ST	EAST END	338.97	24.50
DUNEVILLE ST	CORP LIMIT	HOLMBY AV	159.00	25.10
ASHBY AV	CAMPBELL DR	CAHLAN DR	1318.00	27.50
ASHBY AV	CAHLAN DR	STRONG DR	787.00	27.50
HOLMBY AV	MONTE CRISTO WY S	HOLMBY AV	338.00	24.10
MONTE CRISTO WY S	DEL REY AV	HOLMBY AV	650.00	24.60
BELCASTRO ST	DEL REY AV	HOLMBY AV	672.00	24.20
EDGEWOOD AV	WEST END	PARK CIR	1223.00	26.10
WESTWIND RD	DEL REY AV	CORP LIMIT	243.00	19.10
PAGE TOTAL			28887.46	

**ATTACHMENT 1
PM 10/CMAQ SHOULDER IMPROVEMENTS**

STREET NAME	FROM	TO	STREET LENGTH	EXISTING PAVEMENT WIDTH
DEL REY AV	CORP LIMIT	CORP LIMIT	142.00	19.10
WESTWIND RD	CORP LIMIT	DEL REY AV	289.00	19.10
MONTESSOURI ST	DOE AV	DEL REY AV	684.00	25.20
TIOGA WY S	TIOGA WY S	DEL REY AV	665.00	25.10
BELCASTRO ST	CASA DE ELEGANTE CT	OAKEY BLVD W	352.00	25.70
CIMARRON RD S	O BANNON DR	OAKEY BLVD W	1383.00	24.00
BELCASTRO ST	EL PARQUE AV	CASA DE ELEGANTE CT	336.00	25.70
EL PARQUE AV	RED ROCK ST	CORP LIMIT	338.00	24.20
MONTE CRISTO WY S	O BANNON DR	EL PARQUE AV	689.00	25.30
ROSANNA ST	VIA OLIVERO AV	O BANNON DR	677.00	25.40
O BANNON DR	PIONEER WY S	MONTE CRISTO WY S	673.00	26.20
MOHAWK ST	CORP LIMIT	CORP LIMIT	131.00	19.10
MOHAWK ST	VIA OLIVERO AV	CORP LIMIT	105.00	19.10
PIONEER WAY	ELKHORN RD	HAZEL PLAIN AVE	460.00	19.10

EXHIBIT B
ADDITIONAL ENGINEERING SERVICES
PM10/CMAQ SHOULDER IMPROVEMENTS (06/18/04)

Upon written authorization by the City, the Consultant shall provide additional engineering services as needed for the Project. Additional engineering services may include, but are not limited to:

Task	Description of Additional Service
805	Title Reports/Legal Descriptions: The Consultant shall obtain title reports and write legal descriptions in locations where additional right-of-way or easements are required, as directed by the City.
810	Environment Services: The Consultant shall prepare the necessary documentation to comply with NEPA requirements, including but limited to, cultural and historical assessments, 404 Nationwide Permit preparation, biological, tortoise, etc, as required for approval, as directed by the City.
815	Geotechnical Investigation: The Consultant shall perform a geotechnical investigation for R-values to assist in pavement design, as directed by the City.
820	Hydrologic Analysis: The Consultant shall perform hydrologic analysis for design of a storm drain improvements, as directed by the City.
825	Storm Drain Plan and Profiles: The Consultant shall perform storm drain hydraulics and prepare storm drain improvement plans, as directed by the City.
830	NDOT Encroachment Permit: The Consultant shall coordinate and prepare an NDOT encroachment permit application and color-coded drawings for improvements, as directed by the City.
835	BLM Coordination: The Consultant shall coordinate and prepare the necessary documents for obtaining right-of-way from the Bureau of Land Management, as directed by the City.
840	Additional Survey: As directed by the City for spot elevations, utility, or additional pavement elevations for intersections. (\$135.00 per hour, per 2 man crew)
845	Additional Design Services: As directed by the City, Consultant shall perform additional design services on a time and material basis.
850	Potholing: Obtaining utility pothole information for subsurface utilities.
855	Utility Relocation: The design of relocation or vertical adjustment plans and details, which require additional plan and profile sheets or extensive details. This requirement shall apply to waterlines with a pipe size greater than 12 inches.
860	Addenda: As directed by the City, the Consultant shall prepare addenda due to design or contract revisions caused by no fault of the Consultant.
865	Shop Drawing Review: Consultant shall provide review of shop drawings on a time and material basis at the discretion of the City.
870	Pre-Construction Conference: Consultant to attend pre-construction conference if directed by the City.
875	Construction Visits: At City direction, Consultant to make biweekly visits to the construction site to observe progress of the work, and consult with the City and the

Task	Description of Additional Service
	Contractor concerning any problems or design related issues.
880	<i>Request for Information (RFI):</i> Review drawings and other data submitted by the Contractor and as required by the City. Consultant's review shall be for general conformity to the construction documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs.
885	<i>Material Test Review:</i> At the direction of the City, receive and review tests and approvals, which are to be assembled by the Contractor in accordance with the construction contract documents and transmit them to the City. Evaluate and report on tests results including concrete, soil and any other subject that may be required by the specifications.
890	<i>Change Orders:</i> When requested by the City, provide documentation and assistance for City's processing of change orders.
895	<i>Credit:</i> To remove roadway segments prior to 50% submittal = \$0.36 per linear foot.
896	<i>Debit:</i> Additional roadway segments prior to 50% submittal = \$1.00 per linear foot.

EXHIBIT C
MANHOUR TASK BREAKDOWN
PM 10/CMAQ SHOULDER IMPROVEMENTS
Estimate of hours - 07-02-04

TASK	DESCRIPTION	PIC	PM	EC	PE/GRS	EI	CADD	CLERICAL	PLS	S TECH
100	PRELIMINARY AND GENERAL ITEMS									
105	Kick Off Meeting	4	4		4				4	4
110	Progress Meetings (until completion of project)	30	30	20	40				20	
115	Utility/Agency/Project Coordination		60		20		20	40		
120	Project Management	40	60			10			40	
	SUBTOTAL	74	174	20	64	10	20	40	64	4
200	PRELIMINARY ENGINEERING									
205	Mapping								20	200
210	Inventory of Non-Paved Roads		60		60				8	80
220	Right-of-Way Coordination								40	180
230	Preliminary Plans		10		20		60			
235	Cost Estimate		2		6	20				
240	Utility Submittal				10		10	10		
	SUBTOTAL	0	92	0	116	20	70	10	68	440
300	50% DESIGN AND CONSTRUCTION DOCUMENTS (3 packages)									
305	Improvement Plans		21		181	60	58			
310	Quantity Tabulation Sheet (1 sheet x3 = 3 sheets)		2		4	6				
315	Draft Specifications		100					60		
320	Updated Cost Estimate		2		2	10				
325	Quality Control Review	10			40					
330	50% Submittal		4		4	12				
	SUBTOTAL	10	129	0	211	90	58	60	0	0
400	90% DESIGN AND CONSTRUCTION DOCUMENTS									
405	Revise Design and Construction Documents		20		60	20	20	20		
410	Quality Control Review	10	2		40					
415	90% Submittal		4		4					
	SUBTOTAL	10	26	0	104	20	20	20	0	0
500	99% DESIGN AND CONSTRUCTION DOCUMENTS									
505	Walkthrough		20		20					
510	Revise Design and Construction Documents		10		40		30	20		
515	Quality Control Review	10			40					
520	99% Submittal		4		4					
	SUBTOTAL	10	34	0	104	0	30	20	0	0
600	FINAL DESIGN AND CONSTRUCTION DOCUMENTS									
605	Finalize Design and Construction Documents	10	10		20		20	20		
610	Final Submittal		4		4					
	SUBTOTAL	10	14	0	24	0	20	20	0	0
700	BID SERVICES									
705	Attend Pre-bid Conference		2		2				2	
	SUBTOTAL	0	2	0	2	0	0	0	2	0
	TOTAL BASE SERVICES TASKS 100 - 700	114	471	20	625	140	218	190	134	444
800	ADDITIONAL SERVICES									
840	Additional Survey								40	40
845	Additional Design Services	3	30	10	60	60	60	20		
	SUB TOTAL ADDITIONAL SERVICES TASK 800	3	30	10	60	60	60	20	40	40

EXHIBIT D
COST DERIVATION
PM 10/CMAQ SHOULDER IMPROVEMENTS
Estimate of costs - 07-02-04

TASK	DESCRIPTION	Direct Expenses	LABOR									TASK TOTAL
			PIC \$175/hr	PM \$160/hr	EC \$85/hr	PE/GIS \$105/hr	EI \$80/hr	CADD \$70/hr	CLERICAL \$45/hr	PLS \$135/hr	S TECH \$85/hr	
100	PRELIMINARY AND GENERAL ITEMS											
105	Kick Off Meeting		\$700	\$840	\$0	\$420	\$0	\$0	\$0	\$540	\$340	
110	Progress Meetings (until completion of project)		\$5,250	\$4,800	\$1,700	\$4,200	\$0	\$0	\$0	\$2,700	\$0	
115	Utility/Agency/Project Coordination	\$500	\$0	\$9,600	\$0	\$2,100	\$0	\$1,400	\$1,600	\$0	\$0	
120	Project Management		\$7,000	\$12,800	\$0	\$0	\$800	\$0	\$0	\$5,400	\$0	
	SUBTOTAL	\$500	\$5,950	\$15,040	\$1,700	\$6,720	\$0	\$1,400	\$1,600	\$3,240	\$340	\$36,690
200	PRELIMINARY ENGINEERING											
205	Mapping	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,700	\$17,000	
210	Inventory of Non-Paved Roads	\$500	\$0	\$12,600	\$0	\$8,400	\$0	\$0	\$0	\$1,080	\$6,800	
220	Right-of-Way Coordination	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,400	\$13,600	
230	Preliminary Plans		\$0	\$1,600	\$0	\$2,100	\$0	\$4,200	\$0	\$0	\$0	
235	Cost Estimate		\$0	\$320	\$0	\$830	\$1,600	\$0	\$0	\$0	\$0	
240	Utility Submittal	\$500	\$0	\$0	\$0	\$1,050	\$0	\$700	\$450	\$0	\$0	
	SUBTOTAL	\$2,000	\$0	\$14,720	\$0	\$12,180	\$1,600	\$4,900	\$450	\$9,180	\$37,400	\$82,430
300	50% DESIGN AND CONSTRUCTION DOCUMENTS											
305	Improvement Plans		\$0	\$3,360	\$0	\$16,905	\$4,600	\$4,080	\$0	\$0	\$0	
310	Quantity Tabulation Sheet (1 sheet x3 = 3 sheets)		\$0	\$320	\$0	\$420	\$640	\$0	\$0	\$0	\$0	
315	Draft Specifications		\$0	\$16,000	\$0	\$0	\$0	\$0	\$3,600	\$0	\$0	
320	Updated Cost Estimate		\$0	\$320	\$0	\$210	\$800	\$0	\$0	\$0	\$0	
325	Quality Control Review	\$200	\$1,750	\$0	\$0	\$4,200	\$0	\$0	\$0	\$0	\$0	
330	50% Submittal	\$1,000	\$0	\$640	\$0	\$420	\$960	\$0	\$0	\$0	\$0	
	SUBTOTAL	\$1,200	\$1,750	\$20,640	\$0	\$22,155	\$7,200	\$4,080	\$3,600	\$0	\$0	\$80,605
400	90% DESIGN AND CONSTRUCTION DOCUMENTS											
405	Revise Design and Construction Documents		\$0	\$3,200	\$0	\$8,300	\$1,800	\$1,400	\$900	\$0	\$0	
410	Quality Control Review	\$200	\$1,750	\$320	\$0	\$4,200	\$0	\$0	\$0	\$0	\$0	
415	90% Submittal	\$1,000	\$0	\$640	\$0	\$420	\$0	\$0	\$0	\$0	\$0	
	SUBTOTAL	\$1,200	\$1,750	\$4,160	\$0	\$10,920	\$1,800	\$1,400	\$900	\$0	\$0	\$21,930
500	99% DESIGN AND CONSTRUCTION DOCUMENTS											
505	Walkthrough											
510	Revise Design and Construction Documents		\$0	\$1,600	\$0	\$4,200	\$0	\$2,100	\$900	\$0	\$0	
515	Quality Control Review	\$200	\$1,750	\$0	\$0	\$4,200	\$0	\$0	\$0	\$0	\$0	
520	99% Submittal	\$1,000	\$0	\$640	\$0	\$420	\$0	\$0	\$0	\$0	\$0	
	SUBTOTAL	\$1,200	\$1,750	\$2,240	\$0	\$8,820	\$0	\$2,100	\$900	\$0	\$0	\$17,010
600	FINAL DESIGN AND CONSTRUCTION DOCUMENTS											
605	Finalize Design and Construction Documents		\$1,750	\$1,600	\$0	\$2,100	\$0	\$1,400	\$900	\$0	\$0	
610	Final Submittal	\$1,000	\$0	\$640	\$0	\$420	\$0	\$0	\$0	\$0	\$0	
	SUBTOTAL	\$1,000	\$1,750	\$2,240	\$0	\$2,520	\$0	\$1,400	\$900	\$0	\$0	\$9,810
700	BID SERVICES											
705	Attend Pre-bid Conference		\$0	\$320	\$0	\$210	\$0	\$0	\$0	\$270	\$0	
	SUBTOTAL	\$0	\$0	\$320	\$0	\$210	\$0	\$0	\$0	\$270	\$0	\$800
	SUBTOTAL BASE SERVICES TASKS 100 - 700	\$7,100	\$12,950	\$59,360	\$1,700	\$63,525	\$10,400	\$15,280	\$8,550	\$12,690	\$37,740	\$229,275
800	ADDITIONAL SERVICES											
840	Additional Survey									\$5,400	\$5,400	
845	Additional Design Services		\$405	\$4,050	\$1,350	\$8,100	\$8,100	\$8,100	\$2,700			
	SUBTOTAL ADDITIONAL SERVICES TASK 800		\$405	\$4,050	\$1,350	\$8,100	\$8,100	\$8,100	\$2,700	\$5,400	\$5,400	\$43,605
	CONTINGENCY											\$30,000
	TOTAL											\$302,880

EXHIBIT E - DESIGN SCHEDULE PM10CMAQ Shoulder Improvements

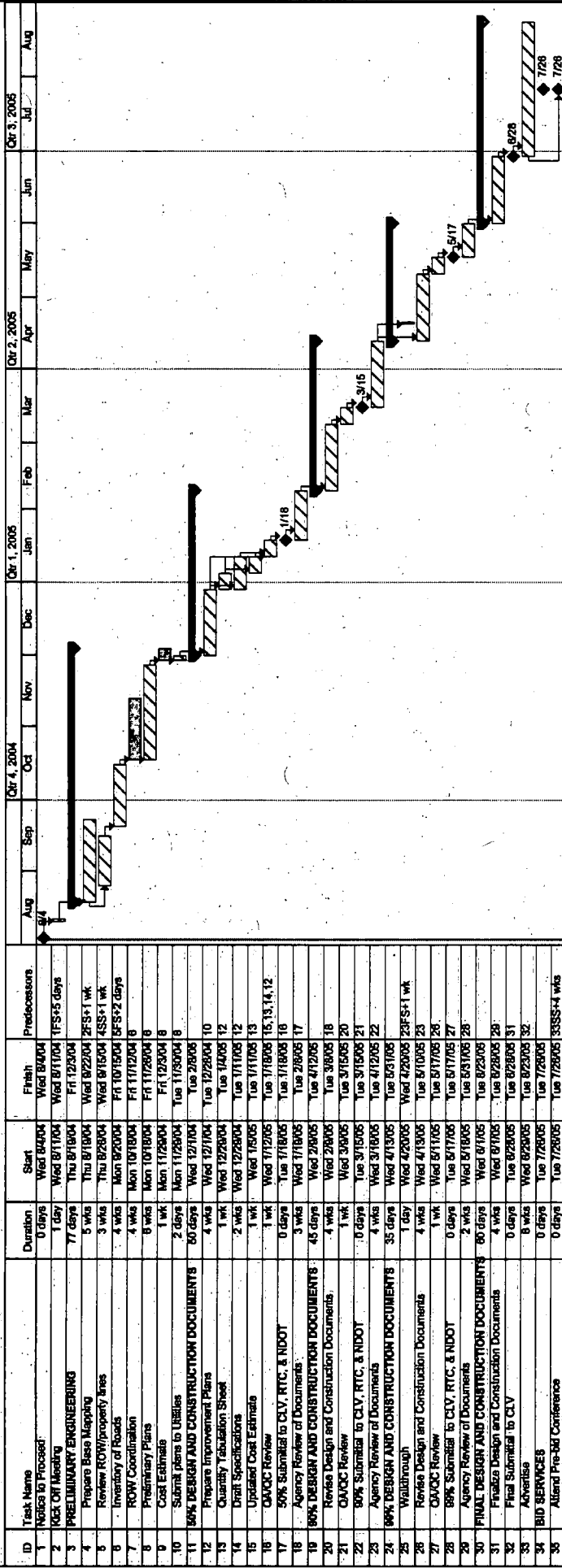


Exhibit F

TO: CITY OF LAS VEGAS
 420 North 4th Street Avenue
 Las Vegas, Nevada 89101

FROM: VPoint
 1009 Whitney Ranch Drive
 Henderson, Nevada 89014



Atn: Jerry Turner

Date: 7/2/2004

Period: From: To:

Invoice #: 0

JOB #:

Project: PM 10/CMAQ Shoulder Improvements

Attention: Jerry Turner, P.E.

Contract Task #	Description	Original Value of Task	% TASK Completed this Period	Value of Work Completed this Period	% Task Completed to Date	Value of Work Completed to Date	% of Work Left in Budget	Value of Work Left in Budget
105	Project Management		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
110	Kick Off Meeting		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
115	Progress Meetings		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
120	Utility/Agency/Project Coordination		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
205	Mapping		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
210	Inventory of Non-Paved Roads		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
220	Right-of-Way Coordination		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
230	Preliminary Plans		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
235	Cost Estimate		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
240	Utility Submittal		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
305	Improvement Plans		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
10	Quantity Tabulation Sheet (1 sheet x3 = 3 sheets)		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
115	Draft Specifications		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
320	Updated Cost Estimate		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
325	Quality Control Review		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
330	50% Submittal		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
405	Revise Design and Construction Documents		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
410	Quality Control Review		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
415	90% Submittal		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
505	Walkthrough		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
510	Revise Design and Construction Documents		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
515	Quality Control Review		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
520	99% Submittal		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
605	Finalize Design and Construction Documents		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
610	Final Submittal		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
705	Attend Pre-bid Conference		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
840	Additional Survey		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
845	Additional Design Services		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
90	Change Order						100.0%	\$ -
Totals		\$ -		\$ -		\$ -		#DIV/0!

Amount of tasks billed this period	\$ -
TOTAL AMOUNT DUE THIS INVOICE	\$ -

Total Billed to Date	\$ -
Total Amount of Contract (Base services + change orders)	\$ -
Amount Tasks Remaining in Contract	\$ -

**Exhibit G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

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

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	<u>Contracting Entity</u>
VPOINT	
<u>Name</u>	
1009 Whitney Ranch Dr Henderson, NV 89014	
<u>Address</u>	
702-248-6415 fax 702-248-0626	
<u>Telephone</u>	
TIN# 88-0186822 DUNS #183787878	
<u>EIN or DUNS</u>	

Block 2	<u>Description</u>
PM10/CMAQ SHOULDER IMPROVEMENTS:	
RFP #:	

Block 3**Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

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

Block 4**Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Kathy R. Smith, President	1009 Whitney Ranch Dr. Henderson, NV 89014	702-248-6415
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

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

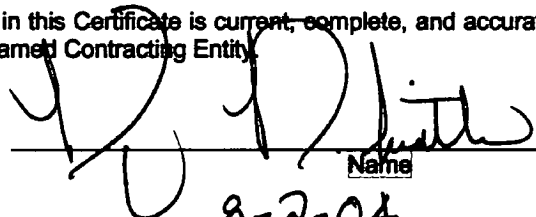
Block 5**Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____

Date of Attached Document: _____ **Number of Pages:** _____

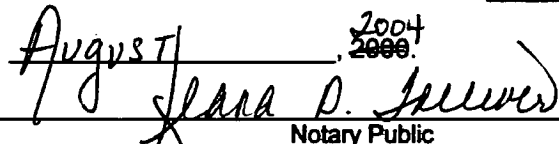
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.



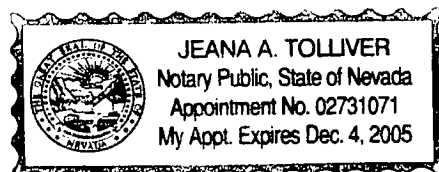
 Name
 8-2-04

 Date

Subscribed and sworn to before me this 2nd day of

August, ²⁰⁰⁴~~2000~~


 Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Encroachment Request from GC Wallace, Incorporated, on behalf of D.R. Horton, Incorporated, owner (Durango Drive at Log Cabin Way) - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

☐

Budget Funds Available

☐

Augmentation Required

Amount:

Dept./Division: Public Works/City Engineer

Funding Source:

PURPOSE/BACKGROUND:

The proposed encroachment shall consist of landscaping on the south side of Moccasin Road extending east and west of Durango Drive, landscaping on both sides of Durango Drive between Log Cabin Way and Moccasin Road, and at the northwest corner of Log Cabin Way and Durango Drive. The landscaping shall consist of trees, shrubs, ground cover, and an irrigation system for the proposed Log Cabin Ranch subdivision. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: **APPROVED** under separate actions (see individual items)

Items 18, 52 & 53: **ABEYANCE** under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

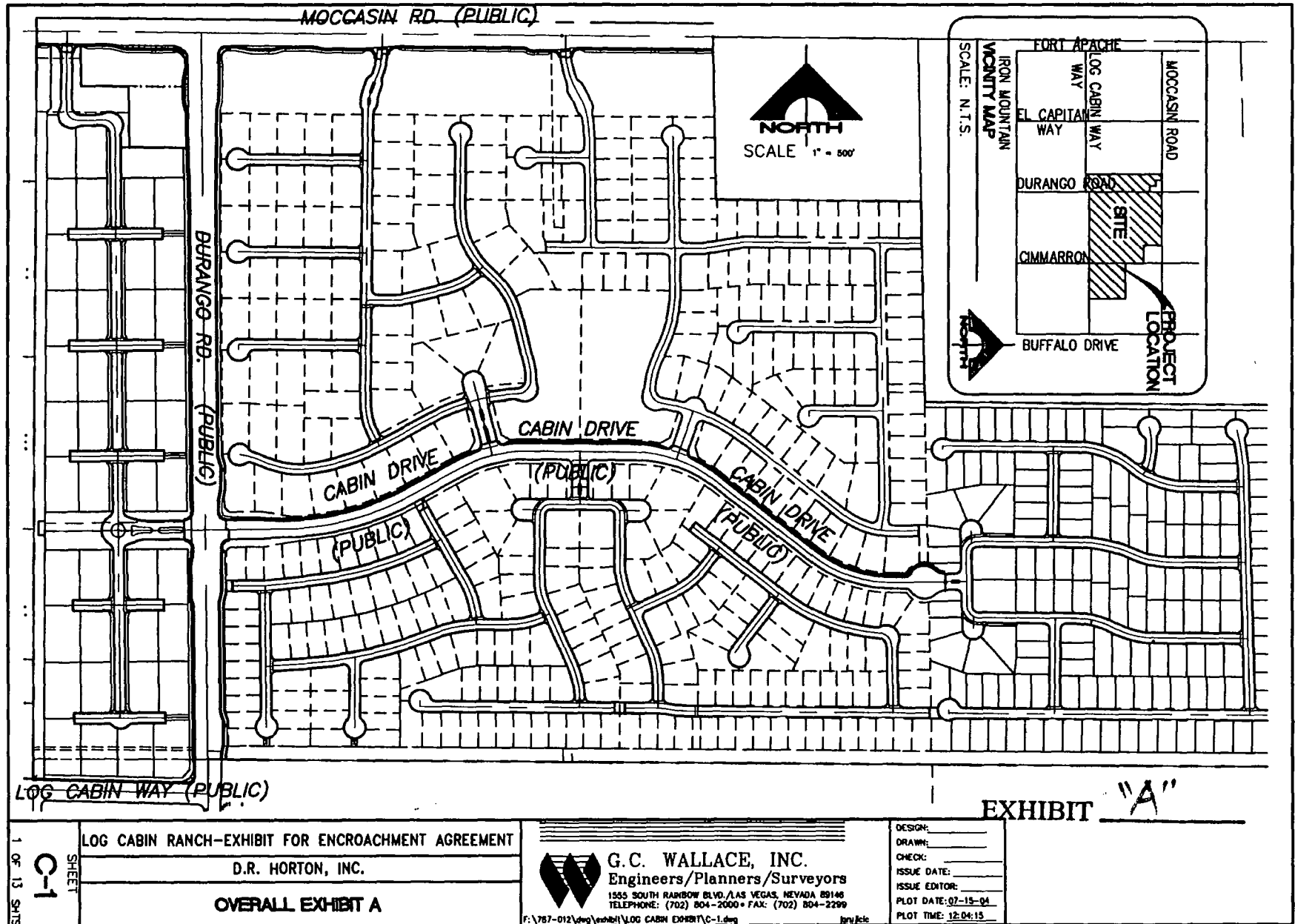
AGENDA MEMO

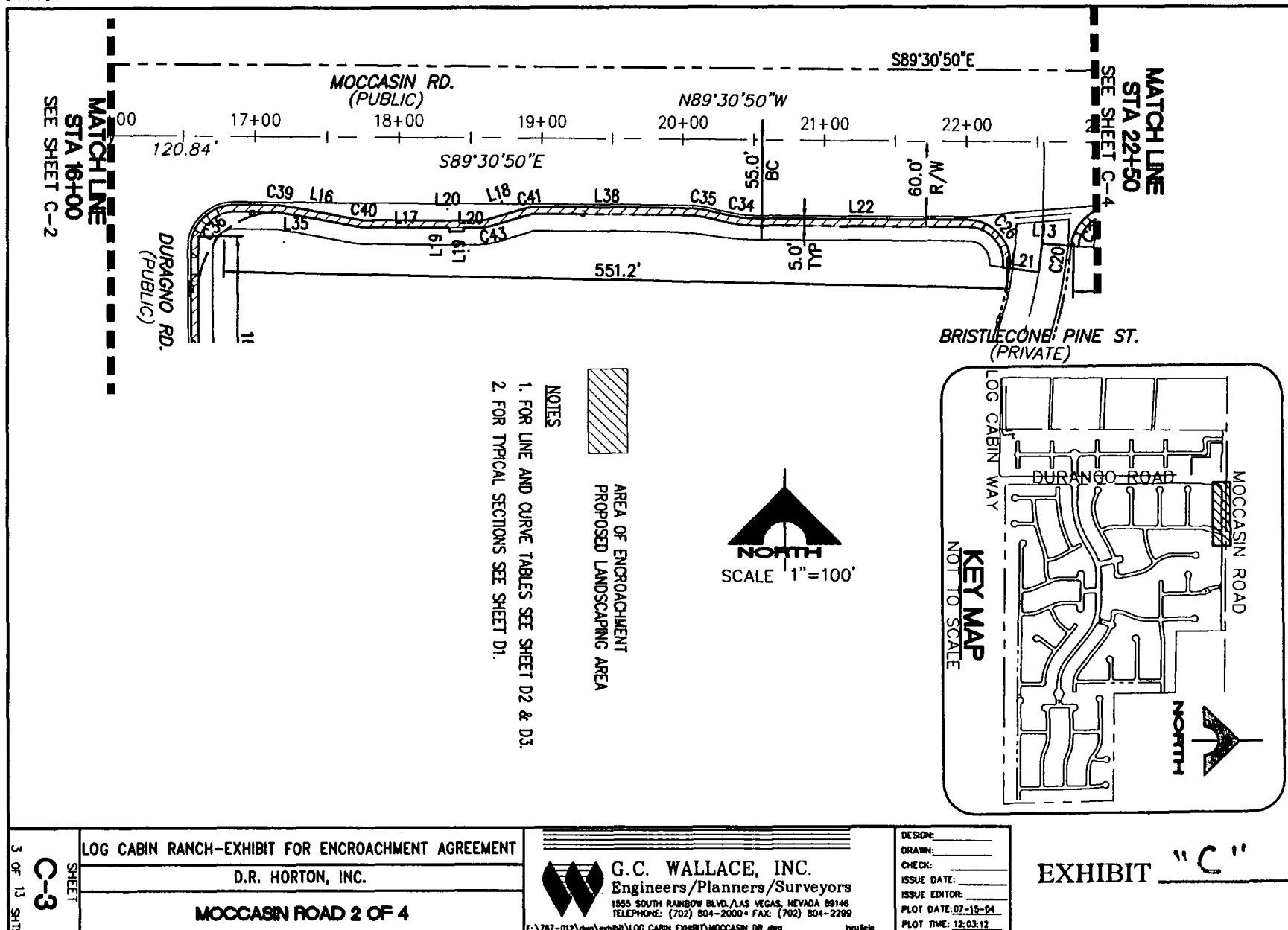
CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF AN ENCROACHMENT REQUEST FROM GC WALLACE, INCORPORATED, ON BEHALF OF D. R. HORTON, INCORPORATED, OWNER (DURANGO DRIVE AT LOG CABIN WAY) - WARD 6 (MACK)

1. Encroachment Exhibit "A" (overall map of Log Cabin Ranch subdivision)
2. Encroachment Exhibit "B" (Moccasin Road west of Durango Drive)
3. Encroachment Exhibit "C" (Moccasin Road east of Durango Drive)
4. Encroachment Exhibit "D" (Moccasin Road)
5. Encroachment Exhibit "E" (Moccasin Road)
6. Encroachment Exhibit "F" (Durango Drive at Log Cabin Way)
7. Encroachment Exhibit "G" (Durango Drive north of Log Cabin Way)
8. Encroachment Exhibit "H" (Durango Drive)
9. Encroachment Exhibit "I" (Durango Drive south of Moccasin Road)
10. Encroachment Exhibit "J" (Log Cabin Way at Durango Drive)
11. Encroachment Exhibit "K" (Durango Drive and Moccasin Road typical sections)
12. Encroachment Exhibit "L" (curve table)
13. Encroachment Exhibit "M" (line table)





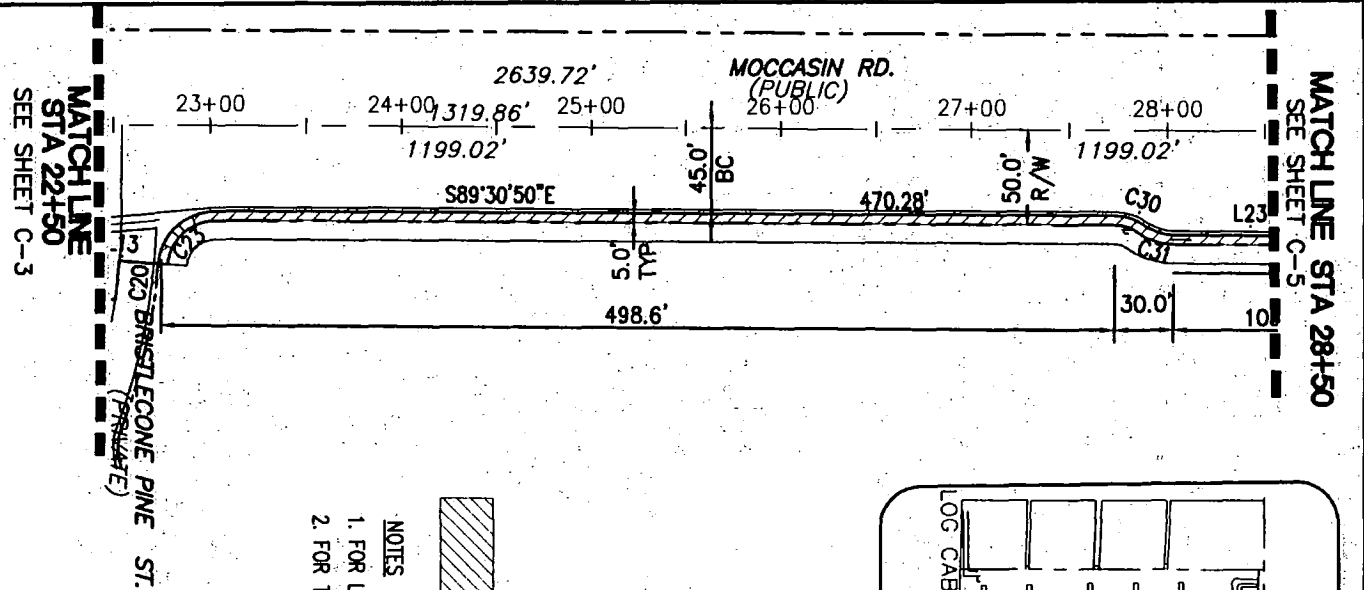
3 OF 13 SHEETS

C-3
SHEET

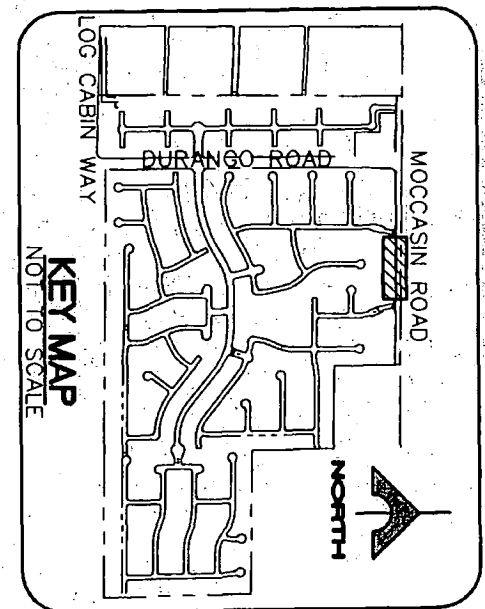
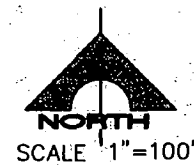
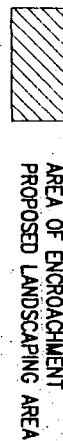


G.C. WALLACE, INC.
Engineers/Planners/Surveyors
1535 SOUTH RAINBOW BLVD., LAS VEGAS, NEVADA 89146
TELEPHONE: (702) 804-2000 • FAX: (702) 804-2299

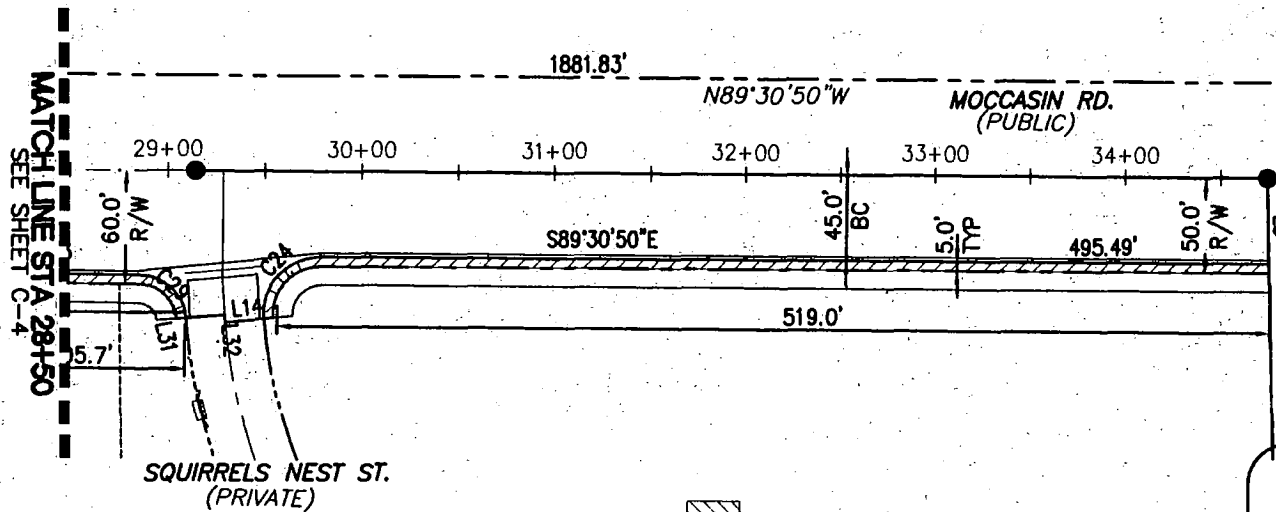
F:\767-012\dwg\exhibit\LOG CABIN EXHIBIT\MOCCASIN DR.dwg



- NOTES**
1. FOR LINE AND CURVE TABLES SEE SHEET D2 & D3.
 2. FOR TYPICAL SECTIONS SEE SHEET D1.



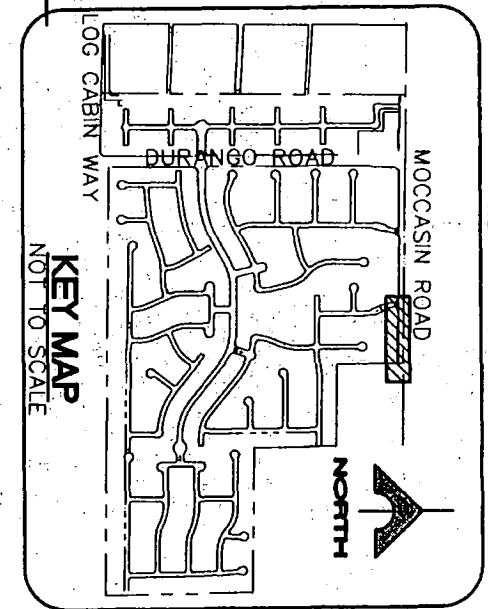
4 OF 13 SHEETS C-4	LOG CABIN RANCH—EXHIBIT FOR ENCROACHMENT AGREEMENT		G.C. WALLACE, INC. Engineers/Planners/Surveyors 1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146 TELEPHONE: (702) 804-2000 • FAX: (702) 804-2299 F:\767-012\dwg\exhibit\LOG CABIN EXHIBIT\MOCCASIN DR.dwg	DESIGN: _____ DRAWN: _____ CHECK: _____ ISSUE DATE: _____ ISSUE EDITOR: _____ PLOT DATE: 07-15-04 PLOT TIME: 12:03:18	EXHIBIT "D"
	D.R. HORTON, INC.				
	MOCCASIN ROAD 3 OF 4				



- NOTES**
1. FOR LINE AND CURVE TABLES SEE SHEET 02 & 03.
 2. FOR TYPICAL SECTIONS SEE SHEET 01.



AREA OF ENCROACHMENT
PROPOSED LANDSCAPING AREA



5 OF 13 SHEETS
C-5

LOG CABIN RANCH-EXHIBIT FOR ENCROACHMENT AGREEMENT

D.R. HORTON, INC.

MOCCASIN ROAD 4 OF 4

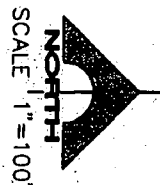
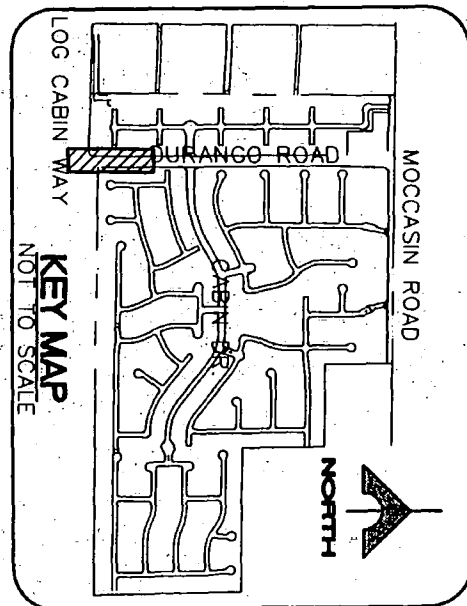
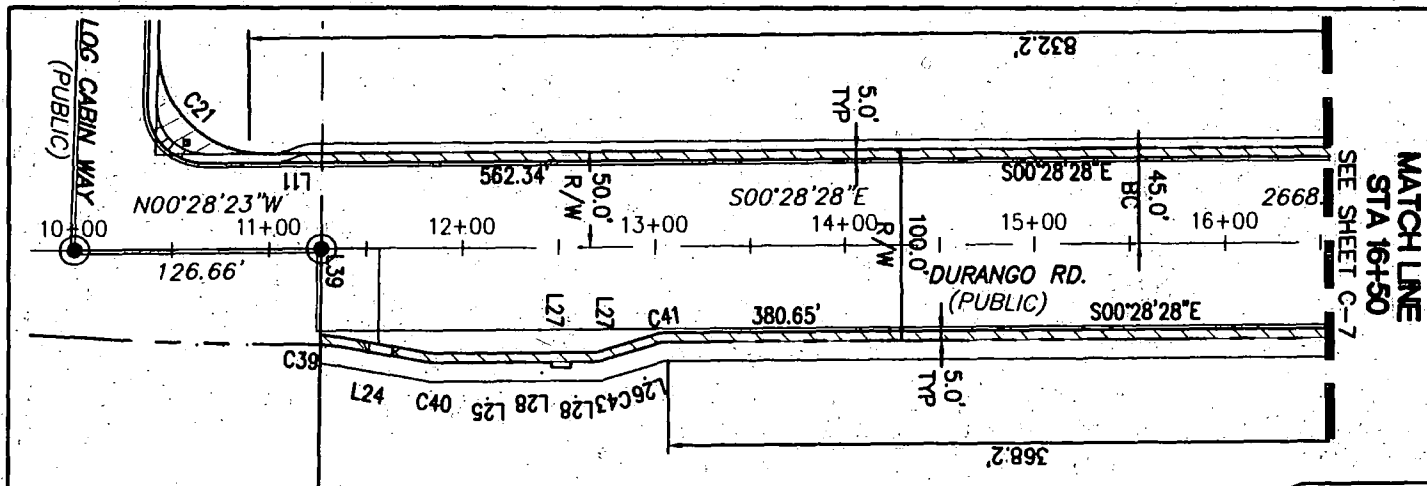


G.C. WALLACE, INC.
Engineers/Planners/Surveyors
1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146
TELEPHONE: (702) 804-2000 • FAX: (702) 804-2299

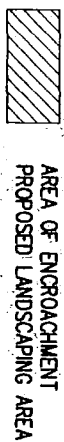
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CHECK: _____
ISSUE DATE: _____
ISSUE EDITOR: _____
PLOT DATE: 07-13-04
PLOT TIME: 12:03:22

EXHIBIT "E"



- NOTES**
- 1. FOR LINE AND CURVE TABLES SEE SHEET D2 & D3.
 - 2. FOR TYPICAL SECTIONS SEE SHEET D1.



SHEET C-6 6 OF 13 SHEETS	LOG CABIN RANCH—EXHIBIT FOR ENCROACHMENT AGREEMENT
	D.R. HORTON, INC.
	DURANGO ROAD 1 OF 4

G.C. WALLACE, INC.
 Engineers/Planners/Surveyors
 1555 SOUTH RAINBOW BLVD., LAS VEGAS, NEVADA 89146
 TELEPHONE: (702) 804-2000 • FAX: (702) 804-2299
F:\767-012\dwg\exhibit\LOG CABIN EXHIBIT\DURANGO DR.dwg jgk/jlc

DESIGN:	
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ISSUE DATE:	
ISSUE EDITOR:	
PLOT DATE:	07-15-04
PLOT TIME:	12:01:18

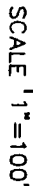
EXHIBIT **"F"**



MATCH LINE
STA 16+50
SEE SHEET C-6



AREA OF ENCROACHMENT
PROPOSED LANDSCAPING AREA



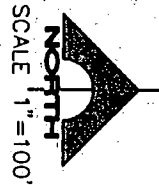
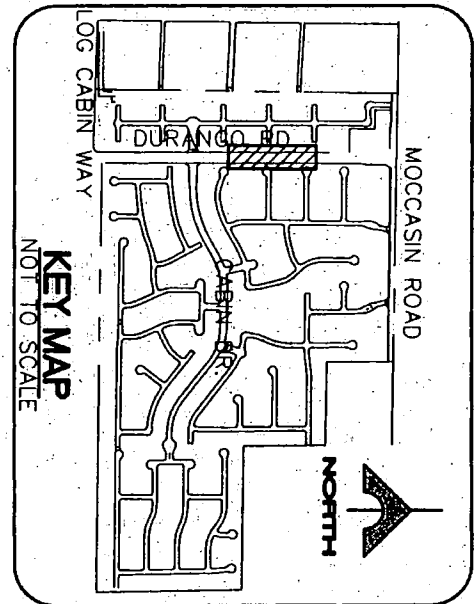
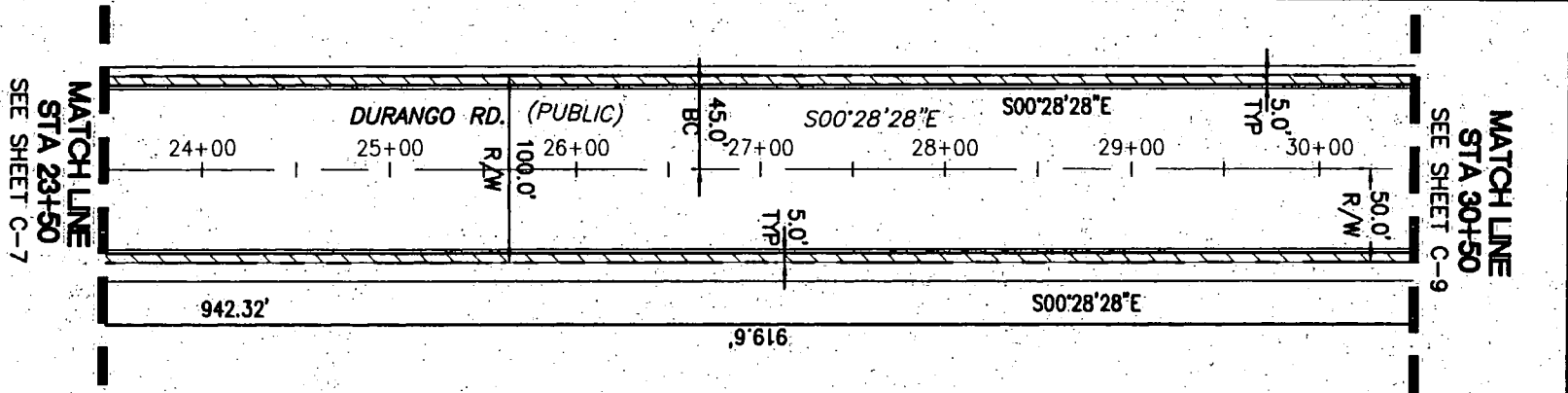
7 of 13 SHTS



F:\767-012\dwg\exhibit\LOG CABIN EXHIBIT\OURANGO DR.dwg

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ISSUE DATE: _____
ISSUE EDITOR: _____
PLOT DATE: 07-15-04
PLOT TIME: 12:01:28

EXHIBIT "G"



AREA OF ENCROACHMENT
PROPOSED LANDSCAPING AREA

NOTES

1. FOR LINE AND CURVE TABLES SEE SHEET D2 & D3.
2. FOR TYPICAL SECTIONS SEE SHEET D1.

C-8 SHEET 8 OF 13 SHTS	LOG CABIN RANCH-EXHIBIT FOR ENCROACHMENT AGREEMENT		G.C. WALLACE, INC. Engineers/Planners/Surveyors 1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146 TELEPHONE: (702) 804-2000 • FAX: (702) 804-2299 F:\767-012\dwg\exhibit\LOG CABIN EXHIBIT\Durango DR.dwg jrw/kjc	DESIGN: _____	EXHIBIT "H"
				DRAWN: _____	
				CHECK: _____	
		ISSUE DATE: _____			
		ISSUE EDITOR: _____			
		PLOT DATE: 07-15-04	PLOT TIME: 12:01:38		



SEE SHEET C-8

MATCH LINE
STA 30+50

SEE SHEET C-8

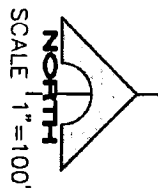
NOTES

1. FOR LINE AND CURVE TABLES SEE SHEET D2 & D3.

2. FOR TYPICAL SECTIONS SEE SHEET D1.



AREA OF ENCROACHMENT
PROPOSED LANDSCAPING AREA



SCALE '1"=100'

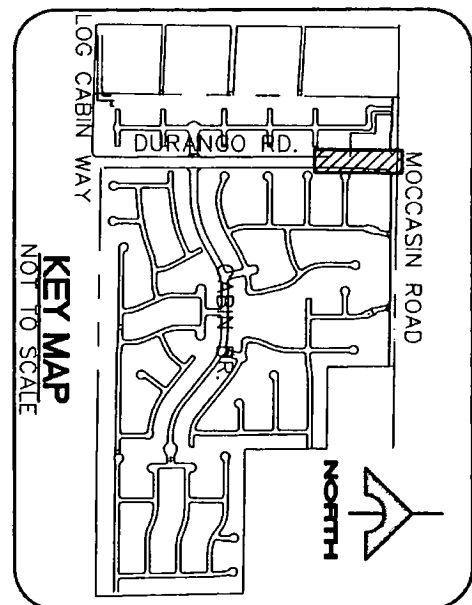


EXHIBIT "I"

LOG CABIN RANCH-EXHIBIT FOR ENCROACHMENT AGREEMENT

D.R. HORTON, INC.

DURANGO ROAD 4 OF 4

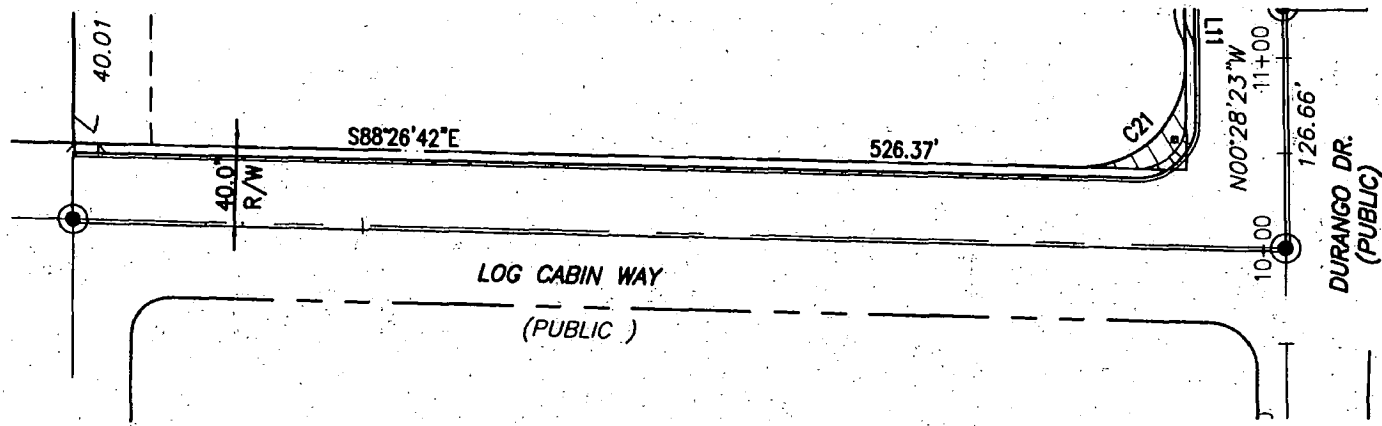


G.C. WALLACE, INC.
Engineers/Planners/Surveyors
1535 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89148
TELEPHONE: (702) 804-2000 • FAX: (702) 804-2299

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Key Words:

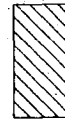
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ISSUE EDITOR: _____
PLOT DATE: 07-20-04
PLOT TIME: 13:45:23



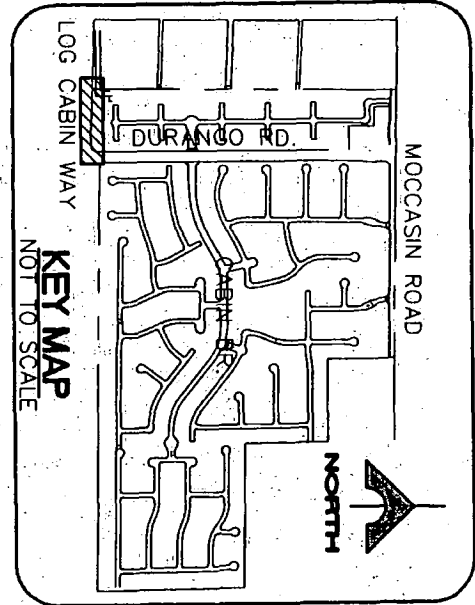
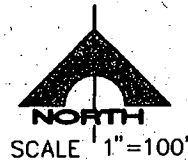
LOG CABIN WAY
(PUBLIC)

DURANGO DR.
(PUBLIC)

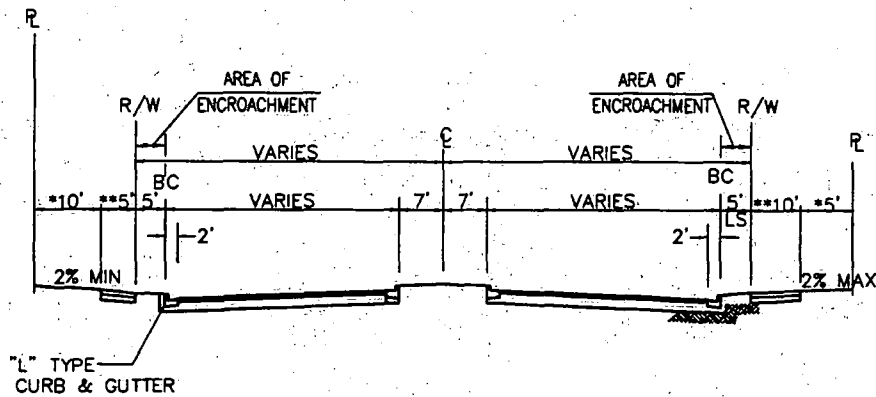
NOTE
1. FOR LINE AND CURVE TABLES SEE SHEET D2 & D3.



AREA OF ENCROACHMENT
PROPOSED LANDSCAPING AREA



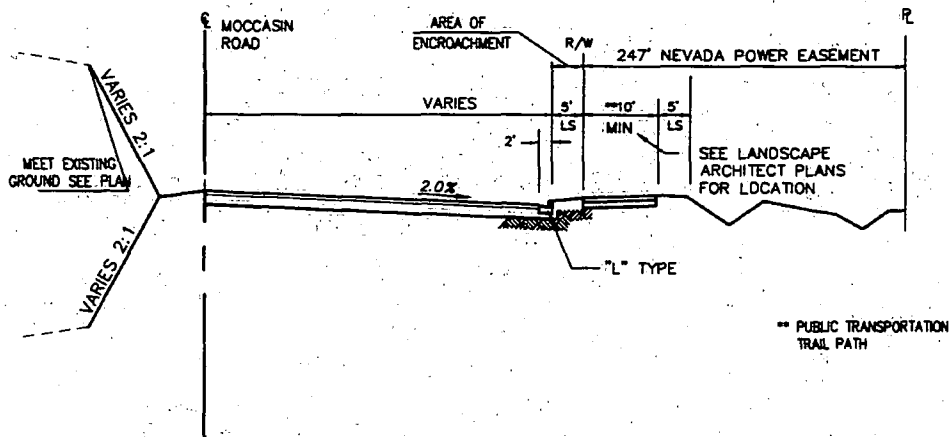
10 OF 13 SHEETS C-10	LOG CABIN RANCH-EXHIBIT FOR ENCROACHMENT AGREEMENT		G.C. WALLACE, INC. Engineers/Planners/Surveyors 1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146 TELEPHONE: (702) 804-2000 • FAX: (702) 804-2299 F:\767-012\dwg\exhibit\LOG CABIN EXHIBIT\LOG CABIN WAY.dwg	DESIGN: _____	EXHIBIT "J"
	D.R. HORTON, INC.			DRAWN: _____	
	LOG CABIN WAY			CHECK: _____	
				ISSUE DATE: _____	
				ISSUE EDITOR: _____	
				PLDT DATE: 07-15-04	
				PLDT TIME: 12:04:05	



TYPICAL SECTION DURANGO ROAD

N.T.S.

(PUBLIC)



TYPICAL HALF STREET SECTION (100' R.W.)
MOCCASIN ROAD (PUBLIC)

N.T.S.

"K"
EXHIBIT

DESIGN: _____
DRAWN: _____
CHECK: _____
ISSUE DATE: _____
PLOT DATE: 07-15-04
PLOT TIME: 12:14:17

G.C. WALLACE, INC.
Engineers/Planners/Surveyors
1855 SOUTH SANDY BLVD., LAS VEGAS, NEVADA 89146
TELEPHONE: (702) 804-2000 • FAX: (702) 804-2299



LOG CABIN RANCH-EXHIBIT FOR ENCROACHMENT AGREEMENT

LOG CABIN RANCH-EXHIBIT FOR ENCROACHMENT AGREEMENT

D.R. HORTON, INC.

SECTIONS

SHEET

D-1

11 OF 13 SHEETS

CURVE TABLE				
No.	RADIUS	DELTA	LENGTH	TANGENT
C19	20.00'	86°13'54"	30.10'	18.73'
C20	300.00'	03°55'48"	20.58'	10.29'
C21	54.00'	92°01'41"	86.73'	55.95'
C23	25.00'	85°57'27"	37.51'	23.30'
C24	25.00'	95°44'09"	41.77'	27.64'
C25	100.00'	18°11'42"	31.76'	16.01'
C26	25.00'	97°58'21"	42.75'	28.75'
C27	95.00'	18°11'42"	30.17'	15.21'
C28	105.00'	18°11'42"	33.34'	16.81'
C29	20.00'	85°00'50"	29.68'	18.33'
C30	20.00'	36°52'12"	12.87'	6.67'
C31	30.00'	36°52'12"	19.31'	10.00'
C32	95.00'	20°46'19"	34.44'	17.41'
C33	105.00'	20°46'19"	38.07'	19.24'
C34	105.00'	15°12'13"	27.86'	14.01'
C35	95.00'	15°12'13"	25.21'	12.68'
C36	54.00'	90°57'38"	85.73'	54.91'
C37	25.00'	90°00'00"	39.27'	25.00'
C38	54.00'	89°02'27"	83.92'	53.10'
C39	20.00'	10°12'28"	3.56'	1.79'
C40	30.00'	10°12'28"	5.34'	2.68'
C41	20.00'	17°06'52"	5.97'	3.01'
C42	25.00'	89°29'27"	39.05'	24.78'
C43	30.00'	17°06'52"	8.96'	4.51'

SHEET D-2 12 OF 13 SHEETS	LOG CABIN RANCH—EXHIBIT FOR ENCROACHMENT AGREEMENT
	D.R. HORTON, INC.
	CURVE TABLE

	G.C. WALLACE, INC.
	Engineers/Planners/Surveyors
	1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146
	TELEPHONE: (702) 804-2000 • FAX: (702) 804-2289
	F:\767-012\exhib\LOG CABIN EXHIBIT D-1.dwg

DESIGN:	
DRAWN:	
CHECK:	
ISSUE DATE:	
ISSUE EDITOR:	
PLOT DATE:	07-15-04
PLOT TIME:	11:58:31

EXHIBIT "L"

LINE TABLE		
No.	BEARING	DISTANCE
L1	N00°18'50"E	99.93'
L2	S00°28'28"E	122.51'
L3	S01°05'41"E	50.02'
L9	S00°28'28"E	40.00'
L10	S89°30'55"E	155.00'
L11	S00°28'23"E	28.92'
L13	S85°28'17"E	25.00'
L14	N84°45'01"E	25.00'
L15	S00°28'28"E	94.70'
L16	S79°18'22"E	51.96'
L17	S89°30'50"E	60.00'
L18	N73°22'18"E	26.46'
L19	N00°29'10"E	3.00'
L20	S89°30'50"E	10.00'
L21	S81°32'29"E	25.00'
L22	S89°30'50"E	150.00'
L23	S89°30'50"E	81.16'
L24	N09°44'00"E	51.96'
L25	S00°28'28"E	60.00'
L26	S17°35'20"E	26.46'
L27	N89°31'32"E	3.00'
L28	S00°28'28"E	10.00'
L29	S00°28'28"E	150.00'
L30	S00°28'28"E	30.00'
L31	N85°30'00"E	25.00'
L32	S04°52'29"E	3.93'
L33	S00°28'28"E	35.00'
L34	N89°31'32"E	10.00'
L35	S89°30'50"E	0.54'
L36	S89°30'55"E	50.49'
L37	S89°00'22"E	60.00'
L38	S89°30'50"E	103.76'
L39	S89°30'47"E	50.01'
L40	N75°40'56"E	60.00'
L45	S00°28'28"E	90.00'
L46	S00°28'28"E	1.48'
L47	S89°30'55"E	25.00'
L48	N00°29'05"E	0.89'
L49	S89°00'26"E	50.80'
L50	N19°01'52"E	2.61'

EXHIBIT "M"

DESIGN: _____
DRAWN: _____
CHECK: _____
ISSUE DATE: _____
ISSUE EDITOR: _____
PLOT DATE: 07-13-04
PLOT TIME: 11:58:39

G.C. WALLACE, INC.
Engineers/Planners/Surveyors
1355 SOUTH RAINBOW BLVD., LAS VEGAS, NEVADA 89146
TELEPHONE: (702) 804-2000 • FAX: (702) 804-2299
F: (702)-702-0000 • e-mail: gcwallace@compuserve.com

LOG CABIN RANCH—EXHIBIT FOR ENCROACHMENT AGREEMENT

D.R. HORTON, INC.

LINE TABLE

SHEET

D-3

13 OF 13 SHTS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Encroachment Request from Orion Engineering and Survey on behalf of Plaster Development Company, Incorporated, owner (Martin L. King Boulevard between Alta Drive and US95) - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The proposed encroachment shall consist of an approximate 10' wide area of landscaping on the west side of Martin L. King Boulevard extending approximately 54' along the property line consisting of trees, shrubs, ground cover, and an irrigation system for the proposed Shadow Lane Unit 2 subdivision. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (vicinity map)
2. Copy of Encroachment Exhibit "B" (Martin L. King Boulevard)

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – UNANIMOUS with MACK abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

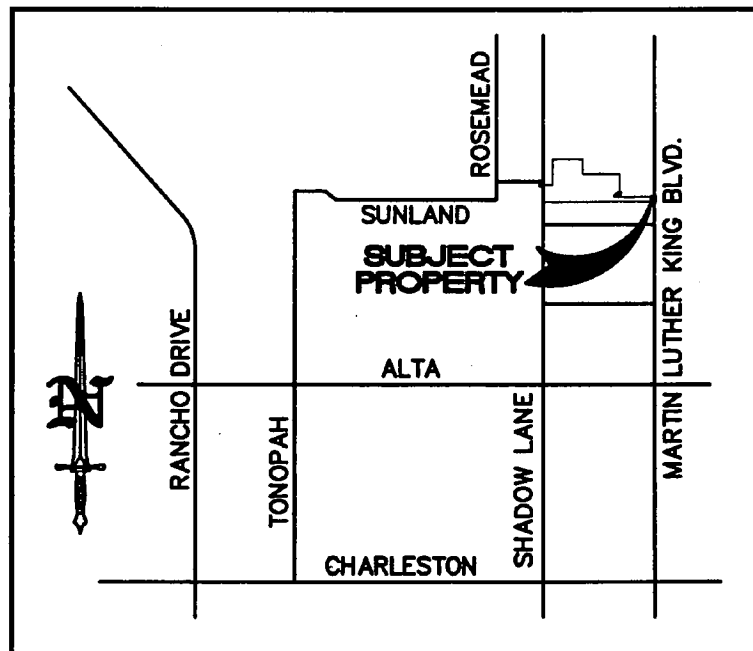
1-852

FILE N:\SURVEY\PROJECT\053\0308\SURVEY\FM\053-0308-EP-1\06-17-04\PMK

EXHIBIT A ENCROACHMENT PERMIT

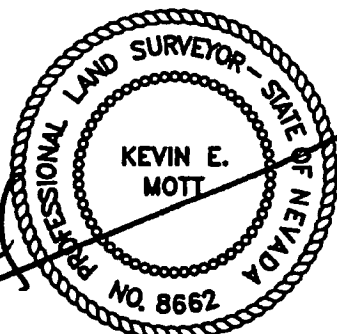
DESCRIPTION: BEING THE EAST 10 FEET OF PARCEL 'B' AS DEPICTED
UPON THE FILE 69 PAGE 28 OF PARCEL MAPS, OFFICIAL RECORDS,
CLARK COUNTY, NEVADA, ALSO BEING A PORTION OF THE NORTHEAST
QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF
SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

EASEMENT CONTAINS 542 SQUARE FEET AS DETERMINED BY COMPUTER METHODS.



VICINITY MAP

N.T.S.



06/18/2004

Orion

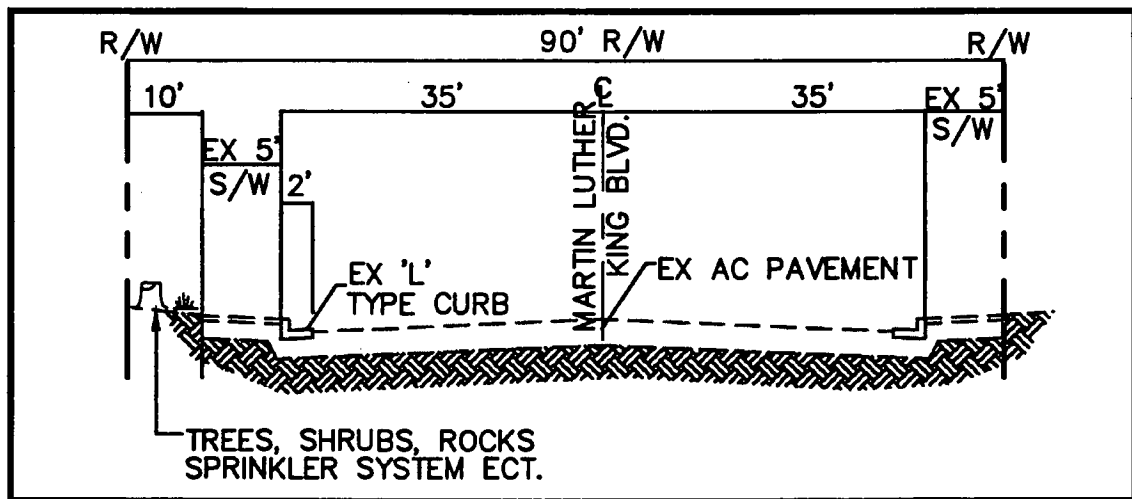
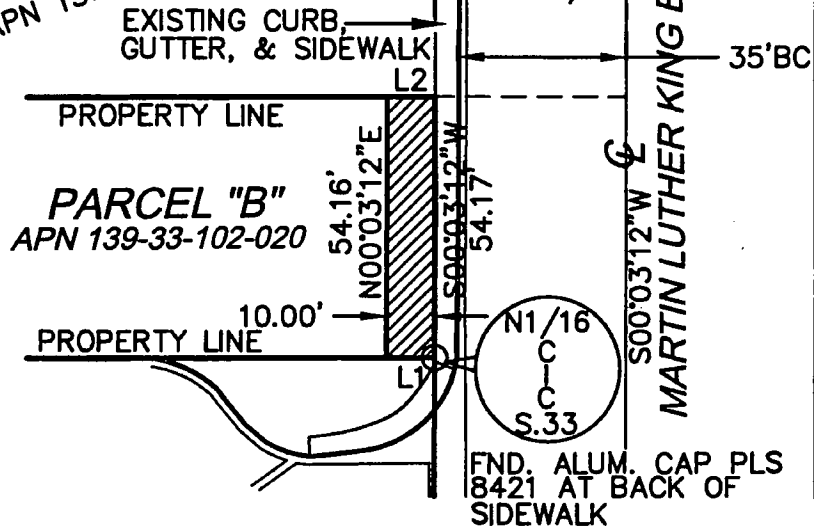
ORION ENGINEERING AND SURVEYING, INC.

7391 PRARIE FALCON ROAD SUITE 150
LAS VEGAS, NEVADA 89128
(702) 739-5921

CERTIFICATE EXPIRES 12/31/2005 NAC 625.610

FILE N/SURVEY/PROJECT/053/0308/SURVEY/FM/053-0308-EP-1/06-17-04/PMK

LOT 3
FILE 70 PAGE 81
OF PARCEL MAPS
APN 139-33-102-023



TYPICAL SECTION

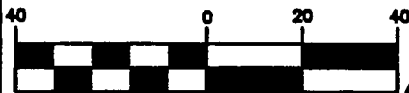
N.T.S.

EXHIBIT "B"



AREA OF ENCROACHMENT
PROPOSED LANDSCAPING AREA

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	S89°49'49"W
L2	10.00	N89°47'06"E



ORION ENGINEERING AND SURVEYING, INC.

7391 PRARIE FALCON ROAD SUITE 150
LAS VEGAS, NEVADA 89128
(702) 739-5921

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC WORKS**DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - VTN Nevada on behalf of Quarterhorse Falls Estates, owners (southeast of Torrey Pines Drive and Ackerman Avenue, APN 125-11-804-001, 125-11-804-002, 125-11-805-001, and 125-11-805-002) - County (near Ward 6 - Mack)

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:** Public Works/City Engineer☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

This request is to connect 40 single family dwellings located southeast of Torrey Pines Drive and Ackerman Avenue. The owner proposes to connect to an 8" sewer line located in Grand Teton Drive. The Planning Department has determined the project does conform to the City's General Plan for the area; there is sufficient capacity in the City Sanitary Sewer. The applicant has signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area and cannot be annexed to the City.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

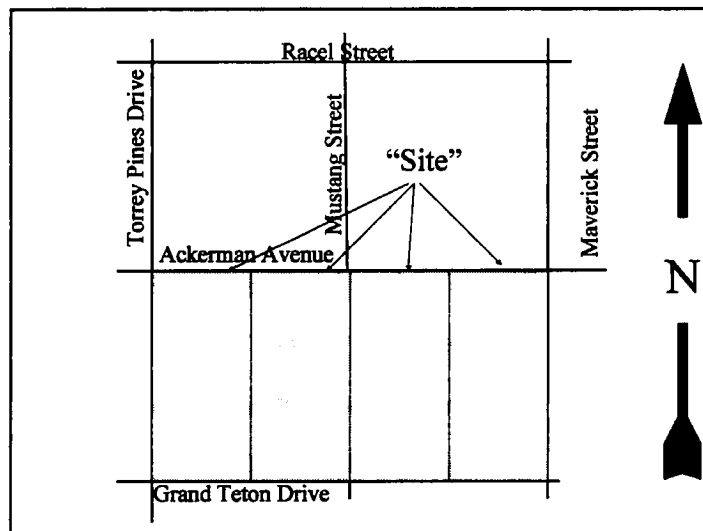
AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – VTN NEVADA ON BEHALF OF QUARTERHORSE FALLS ESTATES, OWNER (SOUTHEAST OF TORREY PINES DRIVE AND ACKERMAN AVENUE, APN 125-11-804-001, 125-11-804-002, 125-11-805-001 AND 125-11-805-002)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 22nd day of July, 2004, by and between the CLARK COUNTY WATER RECLAMATION 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 any 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 Quarterhorse Falls Estates, LLC c/o Sterling S Development (approximately 16.6 acres -- vacant land; Parcel No. 125-11-804-001 and 002/125-11-805-001 and 002 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

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

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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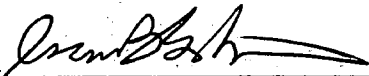
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By 
PETER M. ARCHULETA, General Manager

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  9/14/04
Deputy City Attorney

GRAND TETON/TORREY PINES PARCEL
PARCEL NO. 125-11-804-001, 125-11-804-002,
125-11-805-001, 125-11-805-002
TOTAL PARCEL ACREAGE= 16.6 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 12 MILES FROM SITE.

Nearest City of
Las Vegas Sewer

UNINCORPORATED
COUNTY

**CITY
OF
LAS VEGAS**

Nearest CCWRD Sewer



Scale = 1:96000



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Encroachment Request from Allen Teles Revocable Trust, owner (3011 Pinto Lane) - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The proposed encroachment shall consist of an approximate 12.5' wide area of landscaping on the south side of Pinto Lane extending approximately 331' adjacent to the property line consisting of grass, boulders, irrigation system, grass covered berms, and low-voltage lighting for a private residence. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (Pinto Lane)
2. Copy of Encroachment Exhibit "B" (vicinity map)

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

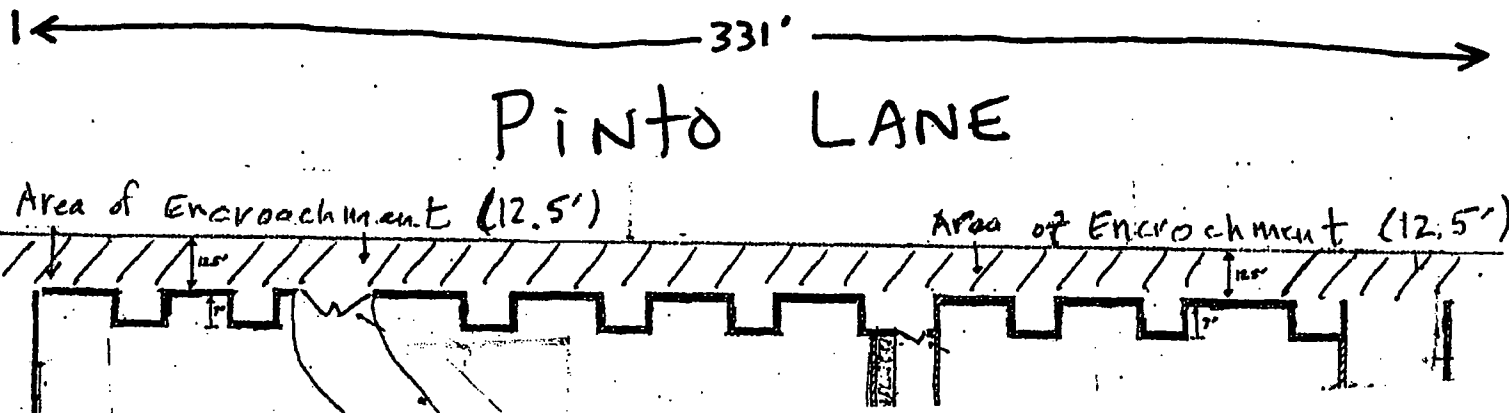
1-852



EXHIBIT "A"

Area of Encroachment
12.5' from curb to
property line

3011 PINTO LANE
APN 139-32-305-001





ALTA DR

CAMPBELL DR

PINTO LN

PALOMINO LN

ARABIAN RD

3011

EXHIBIT "B"

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Encroachment Request from Desert Wind Homes on behalf of Uninvest I, LLC, owner (southeast corner of Hualapai Way and Shiloh School Lane) - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The proposed encroachment shall consist of an approximate 5' wide area of landscaping on the east side of Hualapai Way extending southward from Shiloh School Lane for approximately 194' consisting of trees, shrubs, ground cover and an irrigation system for the proposed Tierra Summit subdivision. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (Hualapai Way south of Shiloh School Lane)

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

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MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

ENCROACHMENT EXHIBIT

A.P. NO. 125-23-801-003



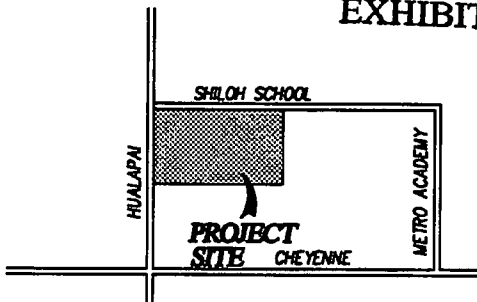
CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT
1	14°04'08"	25.00'	6.14'	3.08'
2	09°26'48"	25.00'	4.12'	2.07'
3	88°05'14"	30.00'	46.12'	29.01'
4	09°26'48"	20.00'	3.30'	1.65'
5	14°04'08"	20.00'	4.91'	2.47'
6	88°05'14"	25.00'	38.44'	24.18'
7	14°04'08"	30.00'	7.37'	3.70'
8	09°26'48"	30.00'	4.95'	2.48'

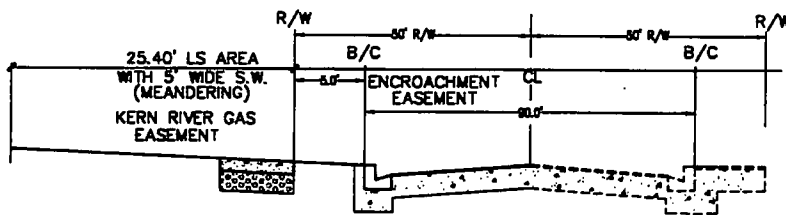
LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°34'01"E	28.12'
L2	N10°00'49"E	56.80'
L3	N13°30'07"W	34.97'
L4	S00°34'01"W	27.96'
L5	S01°20'45"E	5.00'
L6	S10°00'49"W	56.80'
L7	S13°30'07"E	34.97'
L8	S88°39'15"W	5.00'

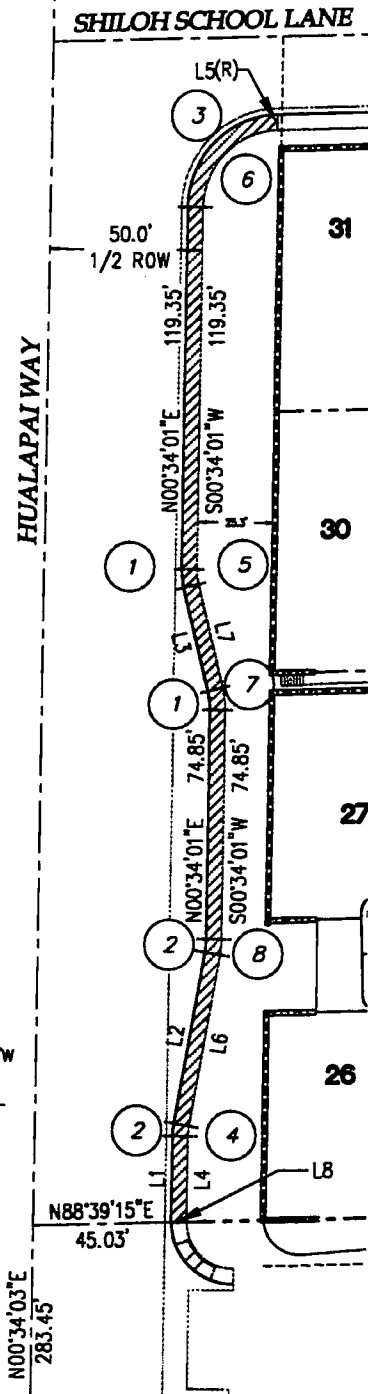
EXHIBIT "A"



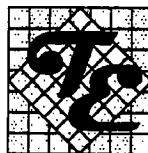
VICINITY MAP



HUALAPAI WAY - STREET SECTION



TIERRA Summit
CITY OF LAS VEGAS
ENCROACHMENT



TANEY ENGINEERING
4445 S. JONES BLVD. SUITE #1
LAS VEGAS, NV 89103
(702) 362-8844 FAX: (702) 362-5233

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from D.R. Horton, Incorporated, owner (southwest corner of Tee Pee Lane and Grand Teton Drive) - Ward 6 (Mack)

Fiscal Impact

☒ **No Impact**

☐ **Budget Funds Available**

☐ **Augmentation Required**

Amount:

Dept./Division: Public Works/City Engineer

Funding Source:

PURPOSE/BACKGROUND:

The proposed encroachment shall consist of an approximate 7.5' wide area of landscaping on the west side of Tee Pee Lane extending southward for approximately 567' from Grand Teton Drive and an approximate 5' wide area of landscaping on the south side of Grand Teton Drive extending approximately 598' westward from Tee Pee Lane consisting of landscaping to meet Town Center Landscaping Requirements for the proposed Elkhorn Court subdivision. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (southwest corner of Tee Pee Lane and Grand Teton Drive)

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: **APPROVED** under separate actions (see individual items)

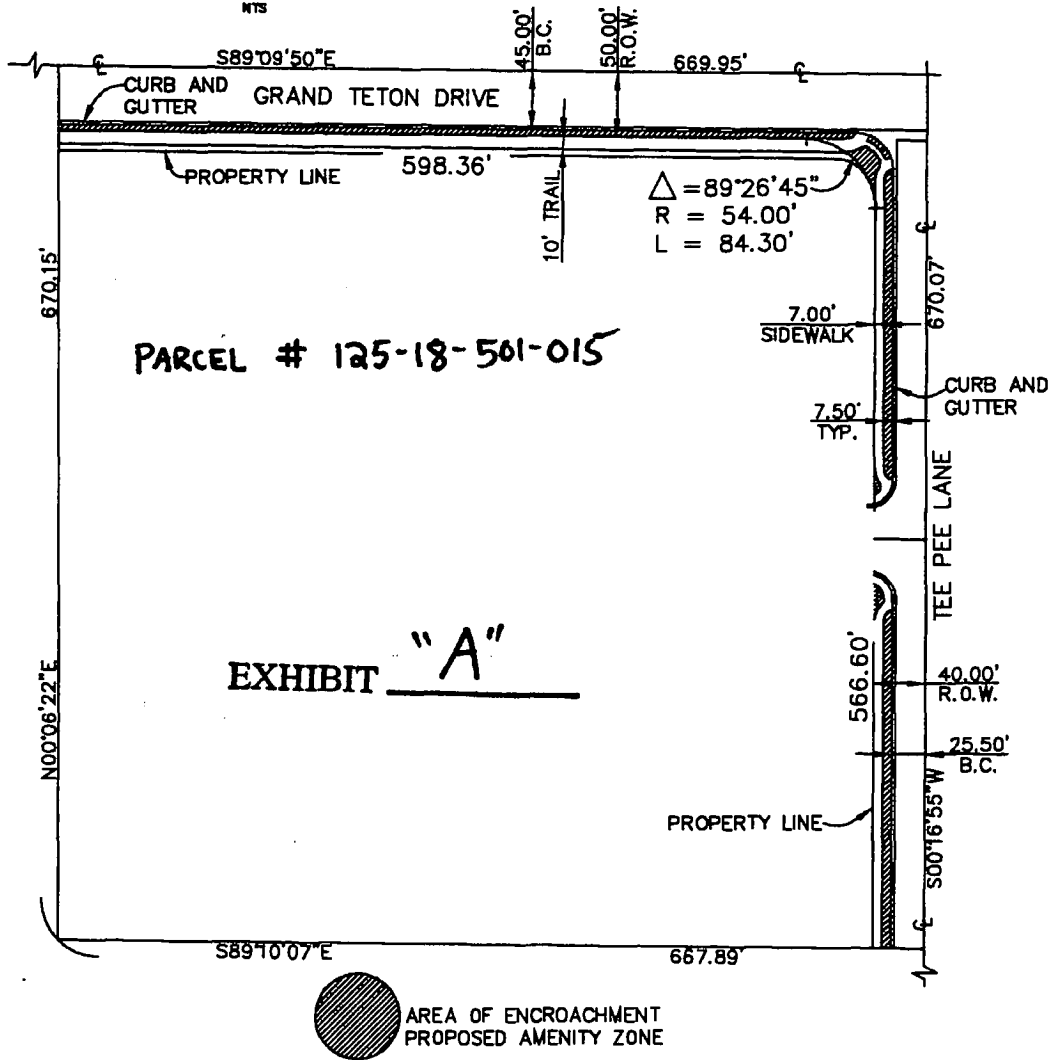
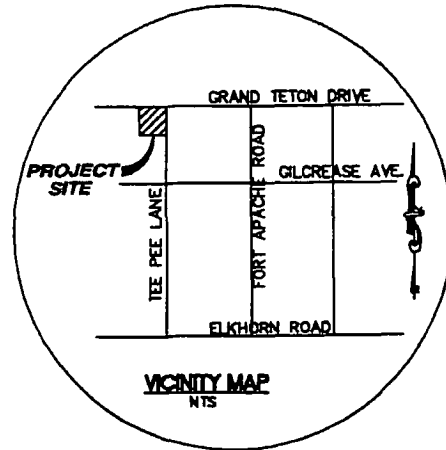
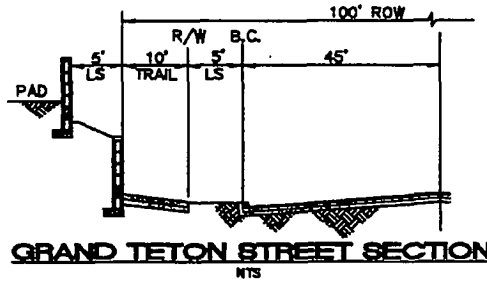
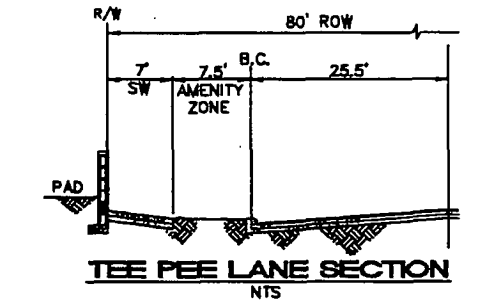
Items 18, 52 & 53: **ABEYANCE** under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Professional Services Agreement with RPA Landscape Architecture, Inc., for the design services of Elkhorn Ft. Apache Park located at Elkhorn Road and Fort Apache Road (\$133,640 - Residential Construction Tax) - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$133,640

☒

Budget Funds Available

Dept./Division: Public Works/Eng. Integration

☐

Augmentation Required

Funding Source: Residential Construction Tax

PURPOSE/BACKGROUND:

To design a 5-acre family park and recreation site consisting of a large dog park area, children's water feature play area, tot lots with fabric covers, restroom building, several ramada shade structures and on site parking.

RECOMMENDATION:

That the City Council approve the negotiated Professional Service Agreement with RPA Landscape Architecture for the design services of Elkhorn Ft. Apache Park in the amount of \$133,640 and approve an additional services contingency reserve of \$20,000.

BACKUP DOCUMENTATION:

Professional Services Agreement

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

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Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

PROFESSIONAL SERVICES AGREEMENT FOR ELKHORN FT. APACHE PARK

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 1st day of September 2004, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (the "City") and RPA LANDSCAPE ARCHITECTURE, INC., (the "Architect/Consultant").

RECITALS

WHEREAS, the City intends to construct **ELKHORN FT. APACHE PARK** (herein the "Project"), within the City of Las Vegas, for an estimated Construction Cost of **\$1,200,000.00**; and

WHEREAS, the City desires to retain the services of the *Architect/Consultant* for the purpose of providing the design and the preparation of the bid documents necessary for the construction of the Project, said services as set forth in this Agreement and **Exhibit "A"** (Scope of Services) attached hereto; and

WHEREAS, the *Architect/Consultant* hereby represents to the City that the *Architect/Consultant* is properly licensed pursuant to Chapter 623, 623A or 625 as required for the Project, of the Nevada Revised Statutes within the State of Nevada, and possess the special knowledge, skills and expertise to perform the services required herein.

NOW, THEREFORE, in view of the above premises, the City and the *Architect/Consultant* agree as set forth below:

ARTICLE 1: ARCHITECT/CONSULTANT'S BASIC SERVICES

1.1 GENERAL

1.1.1 The *Architect/Consultant* agrees to provide the services set forth in this Article and in **Exhibit "A"** (Scope of Services) and **Exhibit "B"** (Required Submittals), attached hereto.

1.1.2 The *Architect/Consultant* shall perform the services required under this Article as expeditiously as is consistent with professional Skill and care and the orderly progress of the Project. The *Architect/Consultant* shall submit for the City's approval a schedule for the Performance of services which may be adjusted as the Project proceeds, including allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The *Architect/Consultant* shall not, except for reasonable cause, exceed time limits established by this schedule approved by the City. The Time Schedule for Performance of the *Architect/Consultant's* services is set forth in **Exhibit "C"** (Performance Schedule) attached hereto.

1.1.3 The *Architect/Consultant* shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the *Architect/Consultant*. The City's approval of the Contract Documents shall not relieve the *Architect/Consultant* of any responsibility for the professional and technical accuracy of any documents prepared by the *Architect/Consultant*.

1.1.4 The City's review, approval, acceptance or payment for any of the services performed by the *Architect/Consultant* shall not be construed as a waiver of any rights of the City under this Agreement.

1.1.5 The *Architect/Consultant's* basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/or permits for construction of such substitution.

1.1.6 The *Architect/Consultant* shall pay any and all damages, costs and expenses caused by, resulting from, or arising out of the negligent performance of the services required under this Agreement by the *Architect/Consultant* or sub-consultants.

ARTICLE 2: ADDITIONAL SERVICES

2.1 GENERAL

2.1.1 The services described under this Article shall only be provided by the *Architect/Consultant* if requested in writing by the City.

2.2 PROJECT REPRESENTATION BEYOND THE BASIC SERVICES

2.2.1 If more extensive representation at the Project site is required for the City's protection, the *Architect/Consultant* agrees to more Project Representatives to assist in carrying out the on-site responsibilities. Such Project Representatives shall be selected, employed and directed by the *Architect/Consultant*. The duties, responsibilities and limitation of authority of Project Representatives shall be the same as the *Architect/Consultant*.

2.2.2 The *Architect/Consultant* shall endeavor to further protect the City against defects and deficiencies in the construction of the Project through the observations by the Project Representatives, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the *Architect/Consultant* as described elsewhere in this Agreement.

2.3 ADDITIONAL SERVICES

2.3.1 The *Architect/Consultant* agrees to revise the Contract Documents when such revisions are (i) inconsistent with approvals or instructions previously given by the City, including revisions made necessary by adjustments in the City's budget for the Project or (ii) required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents.

2.3.2 The *Architect/Consultant* agrees to provide services required because of significant changes in the scope of the Project including, but not limited to the size, quality, complexity, or time schedule, except for services required under Section 6.2.5.

2.3.3 The *Architect/Consultant* agrees to prepare drawings, specifications or other documentation evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

2.3.4 Providing consultation concerning the replacement of that portion of the Project damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

2.3.5 The *Architect/Consultant* agrees to provide such services made necessary by the default of the Contractor, by major defects or deficiencies in the construction of the Project, by the Contractor, or by the failure of the performance of the Contractor under the Construction Contract.

2.3.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding, or other legal proceeding (except for City Council Meeting(s) or similar meetings when requested by the City).

2.3.7 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

ARTICLE 3: CITY'S RESPONSIBILITIES

3.1 The City shall provide full information regarding requirements for the Project, including a pre-design program, which shall set forth the City's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

3.2 The City shall confirm and update the overall budget for the Project, including the Construction Cost and any reasonable contingencies related thereto.

3.3 The City shall designate a representative authorized to act on the City's behalf with respect to the Project as provided in Section 10.2. Such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the *Architect/Consultant* in order to avoid unreasonable delay in the orderly progress of the *Architect/Consultant's* services.

3.4 The City shall furnish the services of consultants when such services are reasonably required by the scope of the Project and are requested by the *Architect/Consultant*.

3.5 The City shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests; inspections and reports required by law or the Contract Documents.

3.6 The City shall promptly notify the *Architect/Consultant* in writing of any fault or defect in the Project or nonconformance with the Contract Documents.

3.7 The proposed language of certificates or certifications requested of the *Architect/Consultant* or sub-consultants shall be submitted to the *Architect/Consultant* for review and approval at least 14 days prior to execution. The City shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

3.8 The City shall guarantee access to, and make all necessary provisions for the *Architect/Consultant* to enter upon the Project site as may be required to perform the service under this Agreement.

3.9 The City and its designated representative shall examine the studies, reports, sketches, estimates, specifications, proposals and other documents presented by the *Architect/Consultant* providing responses and decisions, promptly, in writing. The City shall advertise for proposals from qualified bidders, bid the Project, and pay all costs related to the bid process.

ARTICLE 4: CITY'S REVIEW PROCESS

4.1 Upon receipt of any documents furnished by the *Architect/Consultant*, the City's Project Manager shall have five (5) working days for preliminary review of such documents. The City's Project Manager will determine whether the documents comply with the scope of the Project. After the preliminary review, if the City's Project Manager determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the *Architect/Consultant* and request documents which are Professionally complete and appropriate, per AIA Standards, and **Exhibit "B"** attached, for each basic service phase submitted. The decision by the City's Project Manager in this matter shall be final.

4.2 If the City's Project Manager determines, after requesting the *Architect/Consultant* to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City may; i) declare the *Architect/Consultant* in default, or (ii) demand a letter of explanation from the *Architect/Consultant* as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the *Architect/Consultant*, at *Architect/Consultant's* own expense, shall furnish additional sets of all documents, based on the quantity set forth in **Exhibit "B"**, that are sufficient, adequate and complete in the discretion of the City's Project Manager for review by the City. The *Architect/Consultant*, at *Architect/Consultant's* own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the *Architect/Consultant* presented inadequate, insufficient, or incomplete documents to the City; and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

4.3 The City's review period in the Project Schedule shall not begin until the City's Project Manager determines that the documents presented by *Architect/Consultant* fully comply with the requirements for the Design Phase. After the City's Project Manager determines that the documents comply with such requirements, the City shall begin a review of the documents.

4.4 After the City reviews the documents, one (1) set of the documents shall be returned to the *Architect/Consultant* with comments and corrections noted thereon. The *Architect/Consultant* shall make the changes necessitated by the corrections or other comments into the final documents, and return the correction set with the corrected documents.

4.5 The *Architect/Consultant* shall review with the City alternative approaches to the design and construction of the Project. Prior to City's approval of the documents, *Architect/Consultant* shall furnish written responses to City's correction(s) comments(s) change(s), which state the action taken and reason for such action for each item presented by the City. After all such correction or changes have been made and comments have been addressed to City's satisfaction, the *Architect/Consultant* shall furnish one reproducible mylar set of all final documents to the City, including electronic media, complying with Item 7.1 herein.

ARTICLE 5: COMPENSATION

5.1 BASIC SERVICES COMPENSATION

5.1.1 The City agrees to pay the *Architect/Consultant* as compensation for the services provided under **Article 1** of this Agreement the amount of the fixed Fee for each of the phases set forth in **Exhibit "D"** (Fee Breakdown), which shall be paid pursuant to monthly invoices.

5.1.2 The Construction Phase Fee set forth in **Exhibit "D"** shall be paid based upon the percentage of construction completed for the Project.

5.1.3 In no event shall the total amount of compensation to be paid to the *Architect/Consultant* exceed the total fixed Fee set forth in **Exhibit "D"**, unless written authorization is given by the City.

5.2 ADDITIONAL SERVICES COMPENSATION

5.2.1 The City agrees to compensate the *Architect/Consultant* for the Additional Services provided under **Article 2**, either a lump sum, or an hourly fee based upon the hourly fee schedule set forth in **Exhibit "E"** (Hourly Rate Schedule) attached hereto, whichever is approved in writing by the City. Additional Services shall not be compensated unless confirmed in writing by the City.

5.3 REIMBURSABLE EXPENSES

5.3.1 The *Architect/Consultant* has included all expenses in the fixed Fee compensation for Basic Services, and no Reimbursable Expenses are anticipated or authorized by this Agreement, except as may be specifically stated in **Exhibit "E"**. Reimbursable Expenses may include, if authorized by the City in writing and in advance of the occurrence of the expense, such expenses as transportation expenses in connection with authorized out-of-town travel, extensive long distance telephone communications, fees paid for securing approval of authorities having jurisdiction over the Project, expense of reproductions, postage and handling of Drawings, Specifications and other documents beyond Basic Services, expense of renderings, models and mock-ups requested by the City beyond Basic Services, and the expense of overtime work requiring higher than regular rates. Reimbursable Expenses shall not be compensated unless confirmed in writing by the City.

5.4 INVOICE

5.4.1 The *Architect/Consultant* may invoice for approved and completed work on a monthly basis. The City Project Manager will notify the *Architect/Consultant* of any problems regarding payment of the invoice within (14) days of the received invoice. If no notification or response is received from the City Project Manager within the stated period of time, the *Architect/Consultant* shall expect prompt payment of the submitted invoice within a period of sixty (60) days. If the payment period exceeds sixty (60) days, the *Architect/Consultant* will contact the City Project Manager to resolve any problem or delay. If the resolution of any delay is not satisfactory to the *Architect/Consultant*, the *Architect/Consultant* may submit a seven (7) day written notice to the City. If payment is not received within the seven (7) day period, the *Architect/Consultant* may submit a request for approval of the following remedies: 1. Defer progress on the Project, until such time as payment is received and re-adjust the Project schedule accordingly. 2. The *Architect/Consultant* may petition the City for an increase in fees, to reimburse the substantiated costs of late payments and extended schedule. Either option to remedy, with concurrence by City Staff, may be exercised by the *Architect/Consultant*.

5.5 RETAINAGE

5.5.1 Upon approval, the City shall pay to the *Architect/Consultant* ninety-five percent (95%) of the amount of the monthly invoice with the remaining **five percent (5%)** being retained for the purpose set forth in the Section "Right To Off-Set" of this Agreement.

5.5.2 If the *Architect/Consultant* is delayed by conditions within its control, as determined by the City after consultation with the *Architect/Consultant*, the City shall have the right to increase the amount of the retainage up to **ten percent (10%)** until such time as the *Architect/Consultant* has complied with the Performance Schedule or presented an acceptable plan for such compliance.

5.6 RIGHT TO OFF-SET

5.6.1 The City's Project Manager may subtract or offset the unpaid invoice from the *Architect/Consultant* any damages, costs and expenses caused by, resulting from, or arising out of the negligent acts or omissions of the *Architect/Consultant* in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the *Architect/Consultant*. The City's Project Manager shall provide a written statement to the *Architect/Consultant* of the damages, costs and expenses, which have been subtracted from any payment to the *Architect/Consultant* along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the *Architect/Consultant*. If the *Architect/Consultant* disputes the right or amount of the deduction made by the City, the *Architect/Consultant* may file a claim pursuant to Section 8.3 of this Agreement.

5.7 FINAL PAYMENT

5.7.1 Upon completion by the *Architect/Consultant* of the services required under this Agreement, and acceptance of such services by the City, (which acceptance will not be unreasonably withheld,) the *Architect/Consultant* will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services, including the retained percentages.

ARTICLE 6: CONSTRUCTION COST

6.1 DEFINITION

6.1.1 The Construction Cost shall be the total cost or estimated cost to the City of all elements of the Project designed by the *Architect/Consultant*. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the City and equipment design, specified, selected or specially provided for by the *Architect/Consultant*, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

6.1.2 The Construction Cost does not include the compensation of the *Architect/Consultant* and sub-consultants, the costs of the land, rights-of-way, financing or other costs that are the responsibility of the City as provided in Article 3.

6.2 RESPONSIBILITY FOR CONSTRUCTION COST

6.2.1 Evaluations of the City's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the *Architect/Consultant*, represent the *Architect/Consultant's* best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the *Architect/Consultant* nor the City has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding, market or negotiating conditions. Accordingly, the *Architect/Consultant* cannot and does not warrant or represent that the bids or negotiated prices will not vary from the City's Project budget or from the estimate of Construction Cost or evaluation prepared or agreed to by the *Architect/Consultant*.

6.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the *Architect/Consultant* shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased by the amount of any increase in the Construction Cost occurring after execution of the Construction Contract.

6.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the *Architect/Consultant* submits the Construction Documents to the City, the Project budget or fixed limit of Construction Cost may be adjusted by the *Architect/Consultant* to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

6.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 6.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the City shall (i) give written approval of an increase in such fixed limit; (ii) authorize re-bidding or renegotiating of the Project within a reasonable time, (iii) cooperate in revising the Project scope and quality as required to reduce the Construction Cost, or (iv) cancel the Project.

6.2.5 If the City chooses to proceed under option (iii) of Section 6.2.4, the *Architect/Consultant*, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit. This modification of Contract Documents shall be the limit of the *Architect/Consultant's* responsibility arising out of the establishment of the fixed limit.

ARTICLE 7: OWNERSHIP OF DOCUMENTS

7.1 The Construction Documents and other documents prepared by the *Architect/Consultant* for this Project are instruments of the *Architect/Consultant's* service for use by the City of Las Vegas with respect to this Project and, unless otherwise provided, the *Architect/Consultant* shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. However, the documents prepared as instruments of service are the property of the City except as prohibited by law. The reports, plans, design concepts, information, data, and similar documents which are given, prepared or assembled by the *Architect/Consultant* or any consultants and subcontractors under this Agreement shall not be made available to any individual or organization without the prior written consent of the City except for presentations, awards, or publication through the media. City shall have access to such documents as needed. In the event of the termination of this AGREEMENT, prior to the completion and stamping of construction documents, the City reserves the right to engage a new *Architect/Consultant* to redraw such documents.

7.2 The City retains contractual rights to all design concepts developed by the *Architect/Consultant*.

7.3 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not

to be construed as publication in derogation of the *Architect/Consultant's* reserved rights.

ARTICLE 8: ARBITRATION

8.1 FEE DISPUTES

8.1.1 Any Fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnished to the *Architect/Consultant*. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the *Architect/Consultant* receives its copy of such decision, the *Architect/Consultant* mails or otherwise furnishes the City Manager a written request to appeal the decision. Upon receipt of such request, the City and the *Architect/Consultant* shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach such an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City for such selection. The decision of the arbitrator, or arbitrators, as the case may be for the determination of any such appeal, shall be final and conclusive. The *Architect/Consultant* shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute hereunder, the *Architect/Consultant* shall proceed diligently with the performance of the work to be performed under this Agreement and in accordance with the City Manager's decision.

8.1.2 If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the *Architect/Consultant* are services entitled to additional compensation, the *Architect/Consultant* agrees to notify the City prior to providing such services of the *Architects/Consultants* intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording the City the opportunity to monitor and verify the performance of such services and failure to provide the City with such notice shall constitute a waiver of such claim.

8.2 NON-FEE DISPUTES

8.2.1 All non-Fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the Nevada Arbitration Association or 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 *Architect/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 *Architect/Consultant* shall be specifically enforceable under the prevailing arbitration law.

8.3 CONSENT TO ARBITRATION

8.3.1 In the event that the City is named as a party to any arbitration action or commences an arbitration action against a party other than the *Architect/Consultant*, which arises out of, from, or is connected with the construction of the Project, or the performance of the *Architects/Consultants* under this Agreement, the *Architect/Consultant* agrees and irrevocably consents, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the *Architect/Consultant* is conditioned upon the handling of such arbitration in accordance with arbitration rules of the Nevada Arbitration Association or the American Arbitration Association. None of the time provisions imposed under subsections 8.3.2 and 8.3.3 apply to the joinder rights provided herein in such a way as to preclude the City from joining the *Architect/Consultant* as a party to any arbitration proceeding in which the City commences or is named as a party and which arises out of, or results from, the construction of the Project. If the *Architect/Consultant* is named as an additional party by the City, the *Architect/Consultant* shall not be entitled to any additional compensation from the City as a result of preparing for, or participating in, the arbitration.

8.3.2 In order for the *Architect/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 *Architect/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.

8.3.3 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 Nevada Arbitration Association or 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.

8.3.4 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.

8.3.5 The award rendered by the arbitrators shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

8.3.6 By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the Mediation Rules of the Nevada Arbitration Association or 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.

ARTICLE 9: TERMINATION, SUSPENSION OR DEFAULT

9.1 CITY'S RIGHT OF TERMINATION FOR CONVENIENCE

9.1.1 The City shall have the right to terminate this Agreement without cause or default on the part of the *Architect/Consultant* and such termination shall become effective immediately upon service of notice as provided in Section 10.11. In the event of the termination of this Agreement pursuant to this Section, the *Architect/Consultant* shall be compensated for any unpaid services rendered prior to the effective date of the termination in the amount determined by the Project Manager.

9.2 CITY'S RIGHT OF TERMINATION FOR CAUSE

9.2.1 Upon the occurrence of an Event of Default (hereinafter defined), the City shall have the right, without prejudice to any other right or remedy it may have at law or equity, to: (i) terminate this Agreement, suspend payment of all pending invoices otherwise due to *Architect/Consultant* hereunder, and finish this Agreement by such means as deemed appropriate by the City. The City may deduct from any balance due *Architect/Consultant*, the cost of completing this Agreement. If the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budgeted for the Project, or in the event the cost of finishing the *Architect/Consultant's* performance of this Agreement exceeds the balance due the *Architect/Consultant*, such excess shall be paid by the *Architect/Consultant* to the City within five (5) days of invoicing by City, or (ii) terminate this Agreement and the obligations imposed hereunder, including the obligation of any further payment for the services of the *Architect/Consultant* except for the reasonable value for the services performed to the date of termination.

9.2.2 For purposes of this Agreement, an "Event of Default" is deemed to have occurred if the *Architect/Consultant*:

- A.** Voluntarily terminates operations or consents to the appointment of a receiver, trustee or liquidator of all or a substantial portion of the *Architect/Consultant's* assets;
- B.** Be adjudicated bankrupt or insolvent, or file a voluntary petition in bankruptcy admitting in writing an inability to pay debts as they become due;
- C.** Make a general assignment for the benefit of creditors;
- D.** File a petition or answer seeking the reorganization of the *Architect/Consultant* or an arrangement with creditors or take advantage of any insolvency law; or if action shall be taken for the purpose of effecting any of the foregoing;
- E.** Suffer the levy or execution of any writ or warrant upon any property or an asset of the *Architect/Consultant* which continues unvacated and in effect for a period of thirty (30) days; or
- F.** Neglects to properly perform the services required hereunder in accordance with the time schedule which has been agreed upon between the parties hereto for the Project, and such Event of Default continues for seven (7) calendar days after written notice has been provided to the *Architect/Consultant* pursuant to Section 10.11.

9.2.3 In the event City performs, or hires others to perform, any of the services required under this Agreement because of the default of the *Architect/Consultant*, the cost thereof, plus an additional ten percent (10%) to cover City's overhead expenses, shall be promptly paid by the *Architect/Consultant* to the City.

9.2.4 The costs and expenses of completing the services of the *Architect/Consultant* shall be computed and audited by the Project Manager whose certification thereof shall be final and binding upon the parties. The audit shall be made in accordance with generally accepted accounting

principles and the *Architect/Consultant* shall pay the costs of such audit.

9.2.5 The City reserves the right to offset any and all claims made by the *Architect/Consultant* for payment of Fees hereunder or the reimbursement of additional costs it incurred with any claims that City might have against the *Architect/Consultant* for failure to comply with any of the terms and conditions of this Agreement.

9.3 SUSPENSION BY THE CITY

9.3.1 If the Project is suspended by the City for more than thirty (30) consecutive days, the *Architect/Consultant* shall be compensated for services performed prior to issuance of the written notice of such suspension. When the Project is resumed, the *Architect/Consultant's* compensation shall be reviewed and, upon approval by the City, equitably adjusted to provide for expenses, if any, resulting from the interruption and resumption of the Project.

9.4 RIGHT OF TERMINATION

9.4.1 The *Architect/Consultant* shall have the right to terminate this Agreement if the Project is abandoned by the City for more than 90 days, or the City fails to make payment to the *Architect/Consultant* for the services performed under this Agreement (unless there exists a dispute between the parties concerning such payment), and the *Architect/Consultant* has given 30 days written notice to the City of the failure to make such payment. In the event of termination as provided under this Section, the *Architect/Consultant* shall be compensated for any unpaid services rendered prior to the effective date of the termination, along with any unpaid Reimbursable Expenses.

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1 THE CITY'S PROJECT MANAGER

10.1.1 The individual designated as the Project Manager is indicated in **Exhibit "F"** (Key Personnel List), or if no name is so indicated, the *Architect/Consultant* shall be notified in writing by the City as to the individual designated as the Project Manager. The City's Project Manager shall have complete authority to transmit instructions, to receive information, and to interpret and define the City's policies and decisions with respect to the materials, equipment elements, and systems which are pertinent to the Project to be performed under this Agreement and to approve changes to the scope of the Project that does not affect compensation.

10.2 THE CITY'S PROJECT REPRESENTATIVE

10.2.1 The individual designated as the Project Representative is indicated in **Exhibit "F"** (Key Personnel List), or if no name is so indicated, the *Architect/Consultant* shall be notified in writing by the City as to the individual designated as the Project Representative. The City's Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Project Manager, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The City Representative shall be responsible for written minutes of such meetings, and to distribute copies.

10.3 ARCHITECT/CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

10.3.1 The services required under this Agreement shall be performed by the key employees, or by approved sub-consultants identified in **Exhibit "F"** (Key Personnel List). In the event a key employee or sub-consultant is unable to provide the services required under this Agreement for any reason, the *Architect/Consultant* will, with City approval, replace such personnel. If the *Architect/Consultant* fails to complete the replacement within (30) days, the City may terminate this Agreement for cause pursuant to Section 9.2 of this Agreement. The *Architect/Consultant* shall not substitute the key personnel or sub-consultants without thirty (30) days prior written approval from the City. Request for approval shall consist of written notification to the City, stating reason or reasons for the requested substitution. The City shall not unreasonably deny approval, unless the City adjudges the substitution not to be in the interest of the City or the scheduled completion of the Project.

10.4 STANDARDS OF PROFESSIONAL SERVICES

10.4.1 The professional services to be rendered by the *Architect/Consultant* under this Agreement shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form"

regardless of their adoption by the Department of Justice, municipal ordinances in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

10.5 CHANGES IN SCOPE OF THE PROJECT

10.5.1 The City's Project Manager may, at any time, issue written directions, which require an increase or decrease in the Basic Services to be performed under this Agreement. If any such direction results in a change in the amount or character of the work covered by the Fee compensation provided for under section 5.1, an equitable adjustment in such compensation shall be made without the need to obtain the approval of the City Council if the contingent funds, if any, allocated for this Agreement by the City Council are sufficient to cover the compensation due the *Architect/Consultant* as the result of an increase in the scope of the Basic Services. Any claim of the *Architect/Consultant* for adjustment under this provision must be asserted by the *Architect/Consultant* in writing, as a Fee dispute under the provision of Article 8 thirty (30) days after the date the *Architect/Consultant* receives notification of such change. The City's Project Manager, if he determines that the facts justify such adjustment, may receive and consider such claim and may adjust the same at any time prior to the date on which the final settlement with the *Architect/Consultant* is to be made.

10.6 INSURANCE

10.6.1 The *Architect/Consultant* shall provide, and shall maintain in full force and effect, at all times during the period in which this Agreement is in effect, and for one (1) year after completion of the Project, the following insurance coverages:

Coverage for claims under the Nevada Industrial Insurance Act.
Professional liability insurance in an Errors and Omissions coverage in an amount of not less than \$1,000,000.

10.6.2 *Architect/Consultant's* insurance shall include the following:

Employer's liability and comprehensive general liability insurance shall include "all states" endorsements to the extent that the *Architect/Consultant's* work, or work under his direction, may require, the comprehensive general liability coverage shall contain no exclusion relative to damage to underground property.

10.6.3 The limits of liability for the *Architect/Consultant's* liability insurance shall not be less than:

Workmen's Compensation: Statutory.
Professional Liability Insurance: \$1,000,000.
Comprehensive General Liability - Bodily Injury and Property Damage: \$1,000,000 combined single limit.
Comprehensive Automobile Liability - Bodily Injury and Property Damage: \$1,000,000 combined single limit.

Except for the coverages required for Professional Liability Insurance, above, the insurance coverages required herein shall name the City as an additional insured party.

10.7 COVENANT AGAINST CONTINGENT FEES

10.7.1 The *Architect/Consultant* hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement by or through any agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the *Architect/Consultant* and bona fide established commercial or selling agencies which are maintained by the *Architect/Consultant* for the purpose of securing business and the existing of which, if any, has been fully disclosed to the City. For a breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the *Architect/Consultant*, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.8 PATENT INDEMNITY

10.8.1 Except as is otherwise provided in this Agreement, the *Architect/Consultant* agrees to, and hereby does, indemnify the City and its officers, agents and employees against all liability, including costs and expenses, for the infringement upon any patents and/or copyright which have been issued by the United States which may arise out of the performance of this Agreement or out of the use or disposal, by or for the account of the City, of any of the supplies furnished, or any design construction work performed, hereunder or as a consequence hereof.

10.9 INDEPENDENT CONTRACTOR

10.9.1 It is hereby expressly agreed and understood that, in the performance of the services provided for herein, the *Architect/Consultant* and any other *Architect/Consultant*, who is employed by the *Architect/Consultant* hereunder shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall not be liable for salary, employment taxes, other statutory employee benefits, or other employee benefits; including but not limited to, insurance, sick leave, pensions and other payments or deductions to employee or employee unions of the *Architect/Consultant* or any other *Architect/Consultant* hired by the *Architect/Consultant's* employee(s). The City shall not be considered a guarantor of such payments.

10.10 SUCCESSORS AND ASSIGNS

10.10.1 The City and the *Architect/Consultant* each binds itself and each of its successors, executors, administrators, and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect of all of the mutual covenants and promises in this Agreement contained; provided, however, that neither the City nor the *Architect/Consultant* may assign, sublet, or transfer its interest in and to this Agreement without the written consent of the other. Nothing contained herein shall be construed or operate as creating any personal liability on the part of any officer or agent of the City.

0.11 NOTICES

10.11.1 Any notice required to be given hereunder shall be deemed to have been given when (i) received by the party to whom it is directed by personal service, or (ii) deposited with the United States Postal Service addressed as follows:

CITY:

Patrick Batte'-AIA
Office of Architectural Services
Department of Public Works
CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, NV 89101

Phone: (702) 229-6535 Fax: (702) 384-4846

ARCHITECT/CONSULTANT:

Richard A. Price, ASLA
RPA Landscape Architecture, Inc.
10120 S. Eastern Avenue #200
Henderson, NV, 89052

Phone: (702) 492-1247 Fax: (702) 492-1297

10.12 CONFIDENTIALITY

10.12.1 The *Architect/Consultant* shall treat all information relating to the Project and all information supplied to the *Architect/Consultant* as confidential and proprietary information of the City and shall not permit its release by other parties or make any public announcement or release without the City's written authorization.

10.13 INDEMNITY

10.13.1 Notwithstanding any of the insurance requirements required under Section 10.6, and not in lieu thereof, the *Architect/Consultant* shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgements, attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may suffer as a result of, by reason of, or in consequence of, the negligent or intentional acts or omissions of the *Architect/Consultant*, its subcontractors, agents or anyone employed by the *Architect/Consultant*, its subcontractors or agents, in performing the terms, conditions or covenants of this Agreement.

10.13.2 As part of its obligation hereunder, the *Architect/Consultant* shall, at its own expense, defend the Indemnitees, against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, any negligent or intentional act or omission of the *Architect/Consultant*, its subcontractors or agents, for and against which the *Architect/Consultant* is obligated to indemnify the Indemnitees unless the Indemnitees, or any of them, elects to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein. If the *Architect/Consultant* shall fail to do so, the City shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the *Architect/Consultant*.

10.14 ARCHITECT/CONSULTANT WARRANTIES

10.14.1 The *Architect/Consultant* warrants that it has sufficient working capital to complete this Agreement with funds as disbursed from the City to the *Architect/Consultant* under the conditions of the Agreement, and is able to furnish; plant, tools, materials, supplies, equipment and labor and is experienced in and competent to perform the work contemplated by this Agreement; further the *Architect/Consultant* warrants that he is properly and professionally licensed to perform the work herein and is authorized and licensed to do business in the City of Las Vegas and the State of Nevada.

10.14.2 *Architect/Consultant* represents and 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.

10.14.3 *Architect/Consultant* warrants that his service shall be year 2000 compliant, which means that to the extent the performance of the agreement is dependent upon the *Architects/Consultants* computer operations. Such computers will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement beyond 31 December 1999.

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

10.15 SUBCONTRACTS

10.15.1 The *Architect/Consultant* agrees to include in all sub-contracts, in connection with sub-consultants, the conditions imposed under this Agreement, including the following:

A provision that the *Architect/Consultant* agrees to pay the sub-consultant when paid for that portion of the work by the City, that no liability arises on the part of the *Architect/Consultant* to the sub-consultant for payment of the subcontracted work until payment has been made by the City, and that if the City has paid the *Architect/Consultant* for subcontracted work; then the sub-consultant's only recourse is against the *Architect/Consultant*, not against the City, either through the institution of legal or equitable action or the attachment of any lien;

A provision that the sub-consultants have no more rights against the City than that of the *Architect/Consultant*;

A provision that the sub-consultant agrees to be bound by all the terms, conditions, and obligations of this Agreement unless the City has approved any deviations, changes, or modifications in writing;

A provision that the sub-consultant will obtain and maintain professional errors and omissions insurance coverage in connection with the subcontracted work in an amount equal to that required of the *Architect/Consultant*; and

A provision that the sub-consultant agrees to be bound to the documents, "General Conditions" of the construction contract and "Division One" of the construction specifications, incorporated herein by this reference.

10.16 AGREEMENT

10.16.1 This Agreement shall be governed by the laws of the State of Nevada.

10.16.2 As between the parties to this Agreement, any applicable statute of limitations with respect to any act or failure to act by either party shall commence to run, and any alleged cause of action shall be deemed to have accrued, in any and all events not later than the relevant date which is

determined to be the date of substantial completion of the Project; or, with respect to any act or failure to act which occur after such date, not later than the date of the issuance of the final certificate for payment for the Project.

10.16.3 The City and the *Architect/Consultant* waive all rights against each other and against the contractors, consultants, agents, and employees of the other for any damage, which is fully reimbursed by the required property insurance during construction. The City and the *Architect/Consultant* each shall require similar waivers from their respective contractors; consultants and agents.

10.16.4 The *Architect/Consultant* acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the contracts prepared for bidding on the Project covered by this Agreement. The *Architect/Consultant* further agrees to perform in accordance with the obligations stated in the referenced General Conditions.

10.16.5 This Agreement was prepared after negotiations between the parties hereto, and shall be construed as drafted by both parties.

10.16.6 This Agreement represents the entire and integrated agreement between the City and the *Architect/Consultant* and supersedes all prior negotiations, representations, or agreements; either written or oral. This Agreement may be amended only by a written instrument, which is signed by both the City and the *Architect/Consultant* and shall be in force and effect from and after the day on which the City gives notice to the *Architect/Consultant* to begin the services required under this Agreement.

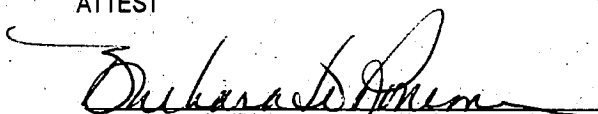
10.16.7 This Agreement shall remain in effect for one (1) year after the final payment for approved services has been issued by the City. Termination of this Agreement shall not release either party from any of the obligations herein, nor be construed to change the date or time on which a cause of action arising out of this Agreement would otherwise accrue under law.

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

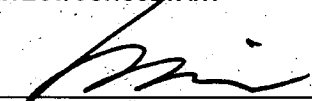
CITY OF LAS VEGAS

By 
Oscar Goodman, Mayor

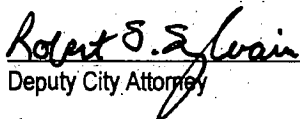
ATTEST


Barbara Jo Ronemus, City Clerk

ARCHITECT/CONSULTANT

By 
Richard A. Price, ASLA, RPA Landscape Architecture, Inc.

APPROVED AS TO FORM

 8-12-04
Deputy City Attorney Date

LIST OF EXHIBITS

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

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " HOURLY RATE SCHEDULE

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 1: GENERAL

1.1 Upon authorization to proceed as described in **Exhibit "C"**, the *Architect/Consultant* shall provide the following in accordance with the Schedule (**Exhibit "C"**) included herein. The Scope of Service set forth in this Exhibit and the compensation to the *Architect/Consultant* for said Scope of Services is based upon the *Architect/Consultant* and the City each performing its responsibilities in a timely manner.

1.2 SCOPE OF SERVICES

1.2.1 The following scope of services is in addition to the scope required elsewhere in this Agreement. This scope is to be considered preliminary and may be altered as this Project develops. Alterations of scope will not impact Fee amounts unless increased scope or workload is encountered by the *Architect/Consultant*. If increased scope or workload is encountered, the *Architect/Consultant* is to notify the City in writing, and an adjusted fee will be negotiated prior to any work.

1.3 GENERAL REQUIREMENTS

1.3.1 All Drawings shall be prepared using AutoDesk's AutoCAD Release 14 or newer release in accordance with industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2000 or newer release.

1.3.2 Where the *Architect/Consultant* specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or approved equal".

1.3.3 Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

1.3.4 Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. The City will check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the *Architect/Consultant*. The *Architect/Consultant* shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The *Architect/Consultant* shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements per the agreement.

1.3.5 Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the *Architect/Consultant*.

1.3.6 All work shall be in full compliance with applicable codes, ordinances and other regulatory conditions.

1.3.7 All work shall be in full compliance with the applicable City of Las Vegas "Design Standards for Buildings, Parks, and Parking Facilities", incorporated herein by reference, and that any failure in this regard shall be at the sole expense of the *Architect/Consultant* to correct specifically including any additional construction costs resulting from such failures in the construction bid documents. The *Architect/Consultant* agrees to include this requirement into subcontract agreements with subconsultants providing services for the Project.

1.3.8 No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the *Architect/Consultant* such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

1.3.9 Throughout the design phases of the project, participate in regularly scheduled weekly design meetings with the City. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the City elects to do so and provides written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting decisions made and actions required by attendees and other affected parties, in a format acceptable to the City, within 5 days following each meeting.

1.4 DEFINITIONS

- 1.4.1 "Construction Cost Estimate" as used herein is a forecast of construction cost prepared on the basis of detailed analysis of materials and labor for all items of work.
- 1.4.2 "Construction Budget" as used herein represents the dollar value for which funding will be obtained, including 5% bidding contingency and 10% construction contingency, and against which expenditures will be monitored.
- 1.4.3 "Drawings and Specifications" as used herein, shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

ARTICLE 2: THE CITY'S RESPONSIBILITIES

- 2.1 The City will be responsible for performing all work necessary to complete their obligation to the *Architect/Consultant* to allow the *Architect/Consultant* to complete their work.
- 2.2 The City shall provide the *Architect/Consultant* with:
- 2.2.1 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.
- 2.2.2 Approved budget limitations for the Project. The City and the *Architect/Consultant* shall mutually agree upon a Construction Cost Budget for the work described herein prior to completion of the Schematic Design Phase.
- 2.2.3 Any other information required to complete the work, as available, which is not in the *Architect/Consultant's* Scope of Services.
- 2.2.4 Access arrangements for the *Architect/Consultant* to enter upon public and private property as required to perform their services.
- 2.2.5 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.
- 2.3 The City shall:
- 2.3.1 Acquire any required rights to the Project Site or air rights to adjacent Sites as deemed necessary by the City.
- 2.3.2 Designate a management team to review designs and submittals, and to work with the *Architect/Consultant* to achieve an acceptable, cost effective design.
- 2.3.3 Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the *Architect/Consultant*.

ARTICLE 3: THE ARCHITECT/CONSULTANT'S RESPONSIBILITIES

- 3.1 The *Architect/Consultant* shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:
- 3.1.1 Programming and Conceptual Design Phase
- 3.1.2 Schematic Design and Master Planning Phase
- 3.1.3 Design Development Phase
- 3.1.4 Construction Document Phase
- 3.1.5 Bidding Phase
- 3.1.6 Construction Administration Phase
- 3.1.7 Post Construction Phase

3.2 COST ESTIMATES

3.2.1 The *Architect/Consultant* shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the format and breakdown designated by the City. Work with the City to reconcile the *Architect/Consultant's* estimates with the City's estimates.

3.2.2 If, at any time during the course of the Project, it becomes evident that the Construction Cost Estimate will exceed the Construction Cost Budget (developed by the City and agreed upon by the *Architect/Consultant* and the City), notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

3.3 DESIGN SUBMITTALS

3.3.1 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), and coordination within and between design disciplines.

3.4 GOVERNMENTAL AND AGENCY APPROVALS

3.4.1 SCOPE OF SERVICES. Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

3.4.1.1 General Plan Amendment. If requested by the City, assist the City's Real Estate Division in the application preparation, supporting documentation and meeting representation for any required GPAs.

3.4.1.2 Rezoning. If required by the City, assist the City's Real Estate Division in the application preparation, supporting documentation and meeting representation for any required rezonings.

3.4.1.3 Site Development Plan Reviews. Provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews, including those required by review boards such as Summerlin, Centennial Hills, redevelopment agencies, historical review boards and similar organizations where applicable to the site and Project.

3.4.1.4 Variance and Special Use Permit. Provide assistance in the needs determination, application preparation, supporting documentation and meeting representation for any required variances or special use permits.

3.4.1.5 Mapping. Tentative maps, final maps, vacations, parcel maps, and annexations shall be considered Additional Services unless otherwise identified in this Agreement.

3.4.1.6 Utilities. Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.

3.4.1.7 Flood/Hydrology Reports. Comply with all requirements and gain required approvals from Regional Flood Control and City of Las Vegas and Development Section, including a Drainage Compliance Report.

3.4.1.8 Traffic Study. If required, traffic studies shall be an Additional Service.

3.4.2 SUBMIT, REVIEW AND INCORPORATE. Submit progress and final construction documents, applications, and other required documentation to all required utility companies, regulatory authorities and governmental agencies having jurisdiction over the Project at the earliest opportunity in the completion of the documents. Submitted documents shall be sealed and signed by the engineers and architects of record in the State of Nevada as required by the City, utility and governmental agency. During the progress of the design documents, conduct design review meetings with the utility and governmental agencies whenever allowed by their review processes. Coordinate and incorporate design review comments and corrections into the documents in an expeditious manner, track the approval process and report status to the City Project Manager on no less than a weekly basis until approved, and notify the City in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval. Update the Construction Cost Estimate to account for revisions made.

3.4.3 FEES. Notify the City of any required utility, application, permit and review fees, which shall then be the responsibility of the City to pay.

3.4.3.1 OAS NOT A REGULATORY AUTHORITY. The *Architect/Consultant* does hereby acknowledge, understand and agree that the Office of Architectural Services (OAS), acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Office of Architectural Services does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Office of Architectural Services. The *Architect/Consultant* agrees that its relationship with the regulatory authorities having

jurisdiction over the Project is separate from its relationship with the City, and that the *Architect/Consultant's* interaction with each regulatory authority is to be conducted without assistance from the City.

3.4.3.2 APPROVAL. The City shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

3.5 GEOTECHNICAL DATA

3.5.1 GEOTECHNICAL REPORT. Regardless whether the geotechnical report is being provided for the Project by the City or *Architect/Consultant*, it shall be prepared as two separately bound reports, containing and utilized as follows:

3.5.1.1 GEOTECHNICAL DATA REPORT is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

3.5.1.2 GEOTECHNICAL INTERPRETIVE REPORT is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

3.5.2 It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation.

3.5.3 SPECIFICATION. The City will provide the *Architect/Consultant* with a sample specification "Section 02050 – Subsurface Conditions" to demonstrate how this split report is to be utilized in placing the Contractor at risk for all unknown subsurface conditions, which the *rchitect/Consultant* shall use to model his bid documents after in achieving the same purpose.

3.6 PROGRAMMING AND CONCEPTUAL DESIGN PHASE

3.6.1 Upon authorization by the City to Proceed with the Programming and Conceptual Design Phase, the *Architect/Consultant* shall:

3.6.1.1 GEOTECHNICAL REPORT. Prepare a geotechnical report for the Project.

3.6.1.2 SURVEY. Prepare a boundary and topographic survey for the Project.

3.6.1.3 GENERAL REQUIREMENTS. Receive from the City the preliminary space requirements list for current and future needs, budget and other requirements for the Project.

3.6.1.4 PROGRAM. Work with the City in detailing the program for the Project, including size, relationship and needs of the spaces and activities. Prepare for the City's approval, a draft Program, which details all goals, needs, spatial, and adjacency requirements of the Project.

3.6.1.5 SITE UTILIZATION. Analyze the site conditions affecting the Project including utilities, drainage, surrounding uses, zoning, soils, environmental impacts, conditions affecting the Project, and prepare for the City's approval, a draft Site Utilization Report.

3.6.1.6 ESTIMATE. Prepare a conceptual level Construction Cost Estimate for the Project.

3.6.1.7 REVIEW. Participate in design review meetings in which the City will discuss comments generated during the review of the draft Architectural Program, Site Utilization Report, and Cost Estimate. Incorporate the City's review comments.

3.6.1.8 SUBMITTAL. Provide a formal Programming and Conceptual Design Submittal, which includes the Architectural Program, Site Utilization information, Construction Cost Estimate and a preliminary conceptual design site plan and building elevations. Furnish six (6) copies of the submittal to the City. The City shall review, make comments, advise of any adjustment required, and request additional documents as required of the program and budget. The City shall approve in writing the Programming and Conceptual Design Submittal prior to the *Architect/Consultant* proceeding with the basic services under the Schematic Design Phase.

3.7 SCHEMATIC DESIGN (SD) PHASE

3.7.1 Upon authorization by the City to proceed with the Schematic Design Phase, the *Architect/Consultant* shall:

3.7.1.1 REVIEW. Review the program, schedule and construction budget confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City. Conduct a preliminary evaluation of the City's program, schedule and construction budget requirements, each in terms of the other and advise the City of any problem issues.

3.7.1.2 DESIGN ALTERNATIVES. Based on the mutually agreed upon program, schedule and construction budget, the *Architect/Consultant* shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with the City Project Manager, alternative approaches to the design and construction of the Project.

3.7.1.3 INTERIM ESTIMATE. If and when requested by the City during the Schematic Design Phase, prepare an interim Construction Cost Estimate of the design alternatives to confirm the feasibility of the Project program and design.

3.7.1.4 SPECIFICATIONS. Prepare schematic level outline specifications that describe the quality of construction materials proposed for the design.

3.7.1.5 ESTIMATE. Prepare a schematic level Construction Cost Estimate.

3.7.1.6 REVIEWS. Participate in design review meetings in which the City will discuss comments generated during the review of the Alternative Designs, Specifications, and Construction Cost Estimate. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

3.7.1.7 SUBMITTAL. Prepare a formal Schematic Design Submittal. Schematic documents shall include site master plan, floor plans, elevations, sections, finishes and other drawings as necessary to describe the Project. Provide six (6) copies of the final documents from this phase.

3.7.1.8 REVIEW. Participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Schematic Design Submittal. Comments regarding the Schematic Design Submittal shall be incorporated into the Design Development Submittal. The City shall give written approval of the final Schematic Design Submittal prior to the *Architect/Consultant* proceeding with the Design Development Phase.

3.8 DESIGN DEVELOPMENT (DD) PHASE

3.8.1 Upon authorization by the City to proceed with the Design Development Phase, the *Architect/Consultant* shall:

3.8.1.1 DOCUMENTS. Based on the approved Schematic Design Submittal and any adjustments authorized by the City, the *Architect/Consultant* shall prepare the Design Development Documents consisting of the drawings, outline specifications and other documents establishing the size and character of the Project as to the architectural, mechanical and the electrical systems, materials and such other elements as may be appropriate. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Design Development documents shall minimally include the following:

3.8.1.1.1 DRAWINGS:

3.8.1.1.1.1 Site data and code analyses.

3.8.1.1.1.2 Utility plans, including both on-site and off-site improvements.

3.8.1.1.1.3 Paving and grading plans, including both on-site and off-site improvements.

- 3.8.1.1.1.4 Planting plans.
- 3.8.1.1.1.5 Irrigation plans
- 3.8.1.1.1.6 Roof plans.
- 3.8.1.1.1.7 Building elevations.
- 3.8.1.1.1.8 Building and wall sections.
- 3.8.1.1.1.9 Finish schedules.
- 3.8.1.1.1.10 Foundation plans.
- 3.8.1.1.1.11 Framing plans.
- 3.8.1.1.1.12 Plumbing plans.
- 3.8.1.1.1.13 Lighting plans.
- 3.8.1.1.1.14 Power plans
- 3.8.1.1.1.15 Low voltage system plans.
- 3.8.1.1.1.16 Signage plans.
- 3.8.1.1.1.17 Any other drawings necessary to describe the Project sufficiently, and to prepare an accurate cost estimate.

3.8.1.1.2 SPECIFICATIONS. Prepare all sections required to be included in the Specifications for the completed Contract Documents. Include in the DD Phase Specifications submittal, "Part 1 – Section Includes" and completed "Part 2 – Products" for each section.

3.8.1.1.3 MOUNTED REVIEW BOARDS. Prepare colored site plans, exterior elevations, exterior and interior color/materials boards, renderings and other design information as required to properly illustrate the proposed design for the City's review and approval.

3.8.1.1.4 ESTIMATE. Prepare a detailed Construction Cost Estimate.

3.8.1.2 VALUE ENGINEERING SESSION. Upon reconciliation of the *Architect/Consultant's* Cost Estimate to the City's Cost Budget, the *Architect/Consultant's* design team, including all consultants from any contractual tier, shall participate in a Value Engineering Session with City personnel.

3.8.1.3 SUBMITTAL. Prepare a formal Design Development Submittal to include all City approved Design Development Documents. Provide ten (10) copies of the final documents from this phase.

3.8.1.4 REVIEW. The *Architect/Consultant's* design team shall participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Design Development Submittal. Comments regarding the Design Development Submittal shall be incorporated into the Construction Documents Submittal. The City shall give written approval of the final Design Development Submittal prior to the *Architect/Consultant* proceeding with the Construction Documents Phase.

3.9 CONSTRUCTION DOCUMENTS (CD) PHASE

3.9.1 Upon authorization by the City to proceed with the Construction Documents Phase, the *Architect/Consultant* shall:

3.9.1.1 CONSTRUCTION DOCUMENTS. Based on the approved Design Development Submittal, review comments and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the City, the *Architect/Consultant* shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The *Architect/Consultant* agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the *Architect/Consultant* of responsibility for the professional and technical accuracy of such documents.

3.9.1.2 BID DOCUMENTS. The *Architect/Consultant* shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the agreement between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

3.9.1.3 ESTIMATES. Prepare and submit a detailed Construction Cost Estimate at the 50 percent, 90 percent, and 100 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The *Architect/Consultant* shall advise the City of any adjustments to the Construction Cost indicated by changes in the Construction Documents or resulting from a change in general market conditions.

3.9.1.4 CONSTRUCTION SCHEDULE. Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the contractor to complete the Work, to be used in the bid documents and construction contract.

3.9.1.5 REVIEWS. Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The *Architect/Consultant*'s design team shall participate in design review meetings in which the City will present and discuss comments generated during review of the 50 percent and 90 percent CD Submittals.

3.9.1.6 CD SUBMITTALS. Provide ten (10) copies each of 50 percent, 90 percent and 100 percent final documents from this phase, and provide five (5) copies each at 70 percent final documents to the City for review and comment.

3.9.1.6.1 Prepare 50 percent Construction Documents, including the following:

3.9.1.6.1.1 General

- 3.9.1.6.1.1.1** Completed title sheets, abbreviations, legends and site plans.
- 3.9.1.6.1.1.2** Responses to 100 percent Design Development review comments and incorporation into the documents as required.
- 3.9.1.6.1.1.3** Incorporation of all requirements and specific direction given by the City prior to the 50 percent CD Submittal.
- 3.9.1.6.1.1.4** Reference of all applicable codes, Project data and design numbers for rated assemblies.

3.9.1.6.1.2 Civil

- 3.9.1.6.1.2.1** Existing facilities plans showing all existing topography and improvements.
- 3.9.1.6.1.2.2** Utility distribution plans with sizes of all new and existing utilities.
- 3.9.1.6.1.2.3** Rough grading plans.
- 3.9.1.6.1.2.4** Finish paving and grading plans.
- 3.9.1.6.1.2.5** Horizontal control plans
- 3.9.1.6.1.2.6** Details with references to the plans.
- 3.9.1.6.1.2.7** Final calculations required to meet all levels of completion.

3.9.1.6.1.3 Landscape

- 3.9.1.6.1.3.1** Landscaping plans denoting all materials and sizes....
- 3.9.1.6.1.3.2** Irrigation plans with sizing of all piping.
- 3.9.1.6.1.3.3** Details with references to the plans.

3.9.1.6.1.4 Architectural

- 3.9.1.6.1.4.1** Plans that reflect coordination with structural, mechanical, and electrical systems.
- 3.9.1.6.1.4.2** Enlarged plans of specific rooms or areas as needed to accurately portray the work.
- 3.9.1.6.1.4.3** Exterior details.
- 3.9.1.6.1.4.4** All section and detail bubbles completed to indicate the location of the sections and details.

3.9.1.6.1.5 Structural

- 3.9.1.6.1.5.1** Foundation plans including all dimensions.
- 3.9.1.6.1.5.2** Intermediate floor framing plans with complete section cuts and detail references.
- 3.9.1.6.1.5.3** Complete section and detail sheets.
- 3.9.1.6.1.5.4** Completed and detailed roof framing plans.

3.9.1.6.1.5.5 Final calculations required to meet this level of completion.

3.9.1.6.1.6 Mechanical/Plumbing

3.9.1.6.1.6.1 All mechanical equipment and fixture schedules completed.

3.9.1.6.1.6.2 All pipe sizes noted.

3.9.1.6.1.6.3 All control diagrams shown and completed.

3.9.1.6.1.6.4 All details completed and referenced to the plans.

3.9.1.6.1.6.5 Final calculations required to meet this level of completion.

3.9.1.6.1.7 Electrical

3.9.1.6.1.7.1 All power, lighting and auxiliary systems plans reflecting complete circuiting.

3.9.1.6.1.7.2 Required single line drawings.

3.9.1.6.1.7.3 Completed panel schedules.

3.9.1.6.1.7.4 Electrical room details showing equipment in plan and elevation.

3.9.1.6.1.7.5 All special systems including grounding wells.

3.9.1.6.1.7.6 All details completed and referenced to the plans.

3.9.1.6.1.7.7 Final calculations required to meet this level of completion.

3.9.1.6.1.8 Specifications

3.9.1.6.1.8.1 Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.

3.9.1.6.1.8.2 Final form technical specifications in CSI format.

3.9.1.6.2 Prepare 70 percent Construction Documents, including the following:

3.9.1.6.2.1 Complete drawings and specifications as required to reach a mid-point in the completion of the documents between the 50% and 90% requirements.

3.9.1.6.3 Prepare 90 Percent Construction Documents, including the following:

3.9.1.6.3.1 Drawings

3.9.1.6.3.1.1 Complete drawings containing all the information required for the 50 percent Construction Documents.

3.9.1.6.3.2 Specifications

3.9.1.6.3.2.1 Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

3.9.1.6.3.3 Calculations

3.9.1.6.3.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations.

3.9.1.6.3.4 General

3.9.1.6.3.4.1 Incorporation of all requirements and specific direction given to the *Architect/Consultant* prior to the 90 percent CD Submittal.

3.9.1.6.3.4.2 Identify the need for special inspection services and specify types of special inspection required in the construction documents.

3.9.1.6.4 Prepare Final Construction Documents, including the following:

3.9.1.6.4.1 Drawings

3.9.1.6.4.1.1 Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

3.9.1.6.4.2 Specifications

3.9.1.6.4.2.1 Complete specifications, READY FOR BID stamped and signed by the architect and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

3.9.1.6.4.3 Calculations

3.9.1.6.4.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

3.9.1.6.4.4 General

3.9.1.6.4.4.1 The *Architect/Consultant* shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the Final Construction Documents Submittal. The *Architect/Consultant* shall provide the City a "Yellow Line" check set, confirming the quality control corrections to the Contract Documents.

3.9.1.6.4.4.2 The City shall give written approval of the final, corrected, Construction Documents prior to the *Architect/Consultant* proceeding with submittals to the City Purchasing Division for bidding or negotiation. The *Architect/Consultant* shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in **Exhibit "A"** and **Exhibit "B"**.

3.10 BIDDING PHASE

3.10.1 With approval of the Construction Documents and of the latest preliminary estimate of the Construction Cost by the *Architect/Consultant*, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

3.10.2 Upon authorization by the City to proceed with the bidding phase, the *Architect/Consultant* shall:

3.10.2.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the *Architect/Consultant* for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the *Architect/Consultant* and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, *Architect/Consultant* shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

3.10.2.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. *Architect/Consultant* shall maintain a log of all revisions to the documents.

3.10.2.3 Attend and participate in the Pre-bid meeting.

3.10.2.4 Participate in bid evaluation and recommendations.

3.10.3 The City shall advise the *Architect/Consultant* of the award of the Construction Contract, and establish a Pre-Construction Conference.

3.11 CONSTRUCTION ADMINISTRATION PHASE

3.11.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the *Architect/Consultant's* obligation to provide the services under Article 1 and, if applicable, Article 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, thirty (30) days after the date which is determined by the *Architect/Consultant* to be the date of Substantial Completion of the Project, whichever first occurs.

3.11.2 Upon authorization by the City to proceed with the construction phase, the *Architect/Consultant* shall:

3.11.2.1 MEETINGS. Attend and participate in the Pre-Construction Conference with the Construction Contractor. The *Architect/Consultant's* construction administration team shall participate in a "Partnering Meeting" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process. Attend and participate in weekly Construction Progress Meetings. Meeting dates, times, and place will be determined by the City.

3.11.2.2 SITE VISITS. Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. Such visits shall be scheduled weekly with the City Representative and shall be attended by the designated representative of the *Architect/Consultant*. *Architect/Consultant* shall at all times have access to the site during construction of the Project.

3.11.2.3 DEFECTIVE WORK. Advise the City of any defects or deficiencies in work by the Construction Contractor that the *Architect/Consultant* observes while visiting the site. The *Architect/Consultant* shall have authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written instrument. The *Architect/Consultant* shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the *Architect/Consultant* and Contractor shall communicate through the City's Representatives. All agreements shall be between the City and the Construction Contractor.

3.11.2.4 PAYMENT APPLICATIONS. If requested by the City, the *Architect/Consultant* shall review each Application for Payment submitted by the Contractor based on the *Architect/Consultant's* observations of the progress of construction of the Project, and certify the amounts due thereunder. The Certification for Payment shall constitute a representation by the *Architect/Consultant* to the City, based on the *Architect/Consultant's* observations at the Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the *Architect/Consultant's* knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon substantial completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the *Architect/Consultant*. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the *Architect/Consultant* has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

3.11.2.5 DOCUMENT REVISIONS. During construction, expeditiously furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for construction change directives required by errors or omissions. Construction change directive revisions shall be made on the CAD drawing or word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document. The *Architect/Consultant* shall maintain a log of all revisions to the documents.

3.11.2.6 INTERPRETATIONS. If requested by City, render interpretations which may be necessary for the proper execution or progress of the construction of the Project with reasonable promptness and render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the *Architect/Consultant* shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.

3.11.2.7 SUBMITTALS. Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" or "or approved equal" provision of the specifications. A prompt turn-around time from receipt by the *Architect/Consultant* to dispatch by the *Architect/Consultant* as to cause no delay in the construction of the Project is mandatory for review and distribution. Re-submittal review and distribution time shall be prompt and not exceed seven (7) calendar days. After three (3) submittals, if the same item has not been approved, the City shall be notified of such.

3.11.2.8 RFI. Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including Contractor fixes and alternate means of construction, field/site conditions and those deemed to be frivolous, out of scope, and as a result of the *Architect/Consultant's* errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor. The *Architect/Consultant* shall have seven (7) calendar days from receipt of an RFI to prepare and distribute a response to the City. The *Architect/Consultant* shall have two (2) days to prepare and distribute a revised response.

3.11.2.9 CHANGE ORDERS. If requested by the City, prepare and sign Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the *Architect/Consultant* for the City's approval and execution in accordance with the Contract Documents.

3.11.2.10 DRAINAGE REPORT. Provide a Drainage Compliance Report, sealed by the Civil Engineer of record for the Project, acceptable to the City of Las Vegas Department of Building and Safety.

3.11.2.11 EXTERIOR LIGHTING ILLUMINATION LEVEL TESTING AND REPORT. Upon completion of the construction, provide testing and a report detailing the lighting illumination levels achieved in each area of the project, in accordance with Section 16520 Exterior Lighting of the City Design Standards, complete with a letter of compliance.

3.11.2.12 SUBSTANTIAL COMPLETION. Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

3.11.2.13 PUNCHLISTS. Participate in the development and resolution of Punch Lists.

3.12 POST CONSTRUCTION PHASE

3.12.1 The *Architect/Consultant* shall:

3.12.1.1 RECORD DOCUMENTS. Based upon the *Architect/Consultant's* knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The *Architect/Consultant* shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The *Architect/Consultant* shall prepare and submit one (1) set of completed documents in electronic and signed reproducible mylar form to the City.

3.12.1.2 WARRANTY. Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list. *Architect/Consultant's* shall include this provision in subconsultant agreements for the Project.

Breakdown of total fee:

PHASE DESCRIPTION	RPA	WRIGHT ENGINEERING	COMFORT ENGINEERING
PROGRAMMING/CONCEPTUAL DESIGN	\$6,710.00		\$1,600.00
1. Research/Review Existing As-Builts		\$900.00	
2. Geotechnical Survey		\$2,400.00	
3. Boundary Survey / Topo Verification		\$3,500.00	
4. Civil Meetings with City (2)		\$300.00	
SCHEMATIC DESIGN PHASE	\$8,565.00		\$1,600.00
1. Prepare Grading Plan / Details for Drainage Study Submittal		\$4,200.00	
2. Prepare Technical Drainage Study + Process for Approval		\$6,900.00	
3. Cost Estimates (Civil)		\$800.00	
4. Civil Meetings with City (2)		\$300.00	
DESIGN DEVELOPMENT PHASE	\$11,565.00		\$1,600.00
1. Prepare Horizontal Control and Striping Plan		\$3,100.00	
2. Cost Estimates (Civil)		\$200.00	
3. Civil Meetings with City (2)		\$300.00	
CONSTRUCTION DOCUMENTS PHASE	\$43,840.00		\$1,600.00
1. Prepare final utility plan for Water + Sanitary Sewer		\$2,500.00	
2. Prepare Civil Cost Estimates		\$200.00	
3. Processing - City of LV + Water Districts		\$3,200.00	
4. Civil meetings with City (2)		\$300.00	
BIDDING PHASE	\$1,255.00	\$200.00	\$165.00
CONSTRUCTION PHASE	\$15,210.00	\$5,800.00	\$1,185.00

POST CONSTRUCTION PHASE	\$2,855.00	\$490.00	\$300.00
SUBTOTAL =	\$82,900.00	\$35,590.00	\$8,050.00*
TOTAL =	\$90,000.00	\$35,590.00	\$8,050.00
PROJECT TOTAL FEE =			\$133,640.00

ITEMS NOT INCLUDED (N. I. C.)			
1. Traffic Study- (Wright Engineering)	\$4,750.00		
2. Water Element – Prototype design to be provided by others. (Incl. Mech, Plumbing, Electrical + Structural Engineering.) RPA will modify minor aesthetic items and provide necessary documents for use on the Elkhorn Ft. Apache site.			
3. Access Drive Plan + Grading Details (Wright Engineering)	\$2,750.00		
4. Architectural/Structural Engineering for Restroom Bldg.			
5. Construction Services for Civil Staking			
*Comfort Eng. fees include: Submittal review, (1) Pre-bid meeting, (2) Design meetings + Punch list walk-thru.			

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 1: GENERAL

- 1.1 The *Architect/Consultant* shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Agreement and other Exhibits for additional submittals and requirements.

ARTICLE 2: PROGRAMMING AND CONCEPTUAL DESIGN PHASE

- 2.1 Boundary and Topographic Survey.
- 2.2 Programming Report.
- 2.3 Conceptual Design Drawings.
- 2.4 Construction Cost Estimate.
- 2.5 Geotechnical Interpretive and Geotechnical Data Reports.

ARTICLE 3: SCHEMATIC DESIGN AND MASTER PLANNING PHASE

- 3.1 Schematic Design Drawings and Specification Outline.
- 3.2 Construction Cost Estimate.

ARTICLE 4: DESIGN DEVELOPMENT PHASE

- 4.1 Drawings and Specifications.
- 4.2 Presentation Drawings, mounted.
- 4.3 Materials Board.
- 4.4 Flood/Hydrology Report draft, if required by governing authorities
- 4.5 Construction Cost Estimate.

ARTICLE 5: CONSTRUCTION DOCUMENT PHASE

- 5.1 If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Land Development Section, and written notice to the City of the submittal dates for each.
- 5.2 Nevada Power, Sprint, and Las Vegas Valley Water District applications to their design departments, and written notice to the City of the submittal dates for each.
- 5.3 Construction drawings and specifications as described in the Scope of Services (**Exhibit "A"**) at 50%, 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with each submittal.
- 5.4 Building Permit Application.
- 5.5 Building Department and Land Development plan review permit applications.
- 5.6 Construction drawings and specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.

ARTICLE 6: BIDDING PHASE

- 6.1 Requested and necessary addenda.

ARTICLE 7: CONSTRUCTION ADMINISTRATION PHASE

- 7.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the *Architect/Consultant* under this Agreement, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The *Architect/Consultant* shall make this a contractual obligation of his sub-consultants. The *Architect/Consultant* may require the Contractor to sign a hold harmless agreement as a condition for releasing the electronic files.
- 7.2 Meeting Minutes if requested by the City's Project Representative.
- 7.3 Drainage Compliance Report.

ARTICLE 8: POST CONSTRUCTION PHASE

8.1 Final Record Drawings in both electronic (autocad file dwg.) and Mylar format.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

- 1.1 The start date for the *Architect/Consultant's* scope of services shall be, without any further notice requirement, the date of this Agreement or the date that this Agreement is approved by the City Council, whichever occurs first.

ARTICLE 2: PHASE SCHEDULE

- 2.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	CITY REVIEW PERIOD
Programming and Conceptual Design	35	7 calendar days.
Schematic Design	35	14 calendar days.
Design Development	30	7 calendar days.
Construction Documents	80	City review is concurrent with drawings. See section 2.4.
Bidding	68	
Construction	180	
Post Construction	45	
TOTAL	473	

- 2.2 The calendar days to complete the work for the Programming and Conceptual Design Phase, Schematic Design Phase and the Design Development Phase include the City's review period in the table set forth in Section 2.1.
- 2.3 In conducting its review the City may, as needed, utilize at one time, or at separate times, all or any portion of the review time reserved to the City in the table set forth in Section 2.1, but in no event shall such use exceed the total set forth in the table for the Project phase. Any portion of the review period not used by the City for a particular phase may be added to the review period for a subsequent phase.
- 2.4 The 80 days allotted to complete the construction Document Phase commences with issuance of the authorization to proceed. This phase is completed when the Bid Documents are complete, ready for printing and distribution but excluded there from the review time taken by the Building Department and the Land Development Division of the Public works Department of the City.

ARTICLE 3: AVOIDABLE SCHEDULE DELAYS

- 3.1 The *Architect/Consultant* declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.
- 3.2 Although it is acknowledged that neither the City nor the *Architect/Consultant* have full control over these design approval processes, the *Architect/Consultant* shall be responsible for any damages to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.
- 3.3 Specifically, the *Architect/Consultant* is aware of the following local conditions for timely processing of required design approvals:
- 3.3.1 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Department of Building and Safety, and a separate package to the Department of Public Works, Land Development Section.

- 3.3.2** The Flood Study and Traffic Study need to be approved prior to Land Development accepting the construction permit application, and that these reviews can take many weeks to obtain.
- 3.3.3** The Land Development approval process generally takes longer than the Building Department approval process, and the submittals do not need to be simultaneous.
- 3.3.4** Upon approval of the Land Development package, the civil engineer of record is required to insert prints of the approved Land Development drawings into the Department of Building and Safety drawing package submittal prior to the final review and approval of the Building Department submittal, that this action is generally on the critical path of the Project schedule.
- 3.3.5** The Nevada Power Company design submittal precedes the Sprint submittal, and needs to occur a minimum of six (6) weeks prior to the submission of the building permit application for the Project. That the failure to submit the application as soon as the City has approved the site plan and the electrical engineer of record has estimated the electrical loads, generally results in the City having to bid and award the Construction Contract without the benefit of the power drawing, thus resulting in the need to proceed with the power construction work by change order rather than competitive bid during the Project bidding schedule, resulting in additional costs.
- 3.3.6** The application to the Las Vegas Water District must occur no later than six (6) weeks prior to the submission of the building permit application for the Project. The District conducts a dual approval process involving design plan review simultaneous with the interlocal agreement process, which requires official approval by both the District Board and the City Council. The District utilizes a "sticker" approval process prior to signatures.
- 3.4** **The Architect/Consultant hereby agrees to reimburse the City for any damages, delays, and additional costs** associated with any avoidable delays the *Architect/Consultant* could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief for this responsibility.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

PHASE	PERCENT	FEE	REMARKS
Programming and Conceptual Design	12%	\$15,410.00	
Schematic Design	17%	\$22,365.00	
Design Development	13%	\$16,765.00	
Construction Documents	39%	\$51,640.00	
Bidding	1%	\$1,620.00	
Construction	17%	\$22,195.00	[The combined Fee for Construction and Post Construction phases shall not be less than 20% of the total Fee.]
Post Construction	3%	\$3,645.00	
	TOTAL	\$133,640.00	

END OF EXHIBIT "D"

EXHIBIT "E"

HOURLY RATE SCHEDULE

ARCHITECT/CONSULTANT HOURLY RATES

The following hourly rates are to be used as the basis for negotiation of Additional Services as required. These labor rates are valid for the duration of the Project and include salary costs, overhead, administration and profit.

CLASSIFICATION	HOURLY RATE
Senior Principal	\$140
Principal	\$120
Project Architect/Manager	\$85
Designer	\$80
Job Captain	\$70
Drafter/CAD Operator	\$65
Work Processor/Clerical	\$45

SUBCONSULTANT'S HOURLY RATES

Reference section 5.2.1 for the allowed sub-consultant billing multiplier.

Subconsultant: Comfort Engineering	
CLASSIFICATION	HOURLY RATE
Principal	\$125
Project Architect/Manager	\$85
Architect/Engineer	\$100
Designer	\$75
Specification Writer	N/A
Drafter/CAD Operator	\$55
Work Processor/Clerical	\$45

Subconsultant: Wright Engineers	
CLASSIFICATION	HOURLY RATE
Principal	\$165
Senior Project Manager	\$105
Project Manager	\$90
CAD Technician	\$70
Processor	\$65
Project Coordinator	\$65
Survey Technician	\$75
Administrative	\$50

ADDITIONAL SERVICES

Site specific seismic testing and investigation to determine the structural requirements under the building code.

For Additional Services of sub-consultants, the City shall compensate the *ARCHITECT/CONSULTANT* a multiple of **one and one tenth (1.10)** times the amounts billed to the Consultant for such services.

REIMBURSABLE EXPENSES None authorized or anticipated as of the date of this Agreement. For Reimbursable Expenses of the *ARCHITECT/CONSULTANT*, the City shall compensate the *ARCHITECT/CONSULTANT* a multiple of **one and one tenth (1.10)** times the actual direct costs incurred by the *ARCHITECT/CONSULTANT*. This multiple includes all compensation for overhead and profit.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

PROJECT MANAGER: Patrick Batte'-AIA

PROJECT REPRESENTATIVE: Carson West

ARCHITECT/CONSULTANT'S PROJECT STAFF

The following personnel will be assigned by the *Architect/Consultant* to work on the Project. Any changes require City approval.

PROJECT REPRESENTATIVE: Richard A. Price, ASLA/Michael J. Bunganich

PRINCIPAL: Richard Price/Michael J. Bunganich

PROJECT ARCHITECT: Richard Price / Michael J. Bunganich

ARCHITECT/CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the *Architect/Consultant* to work on the Project. Any changes require City approval.

CIVIL ENGINEER: Wright Engineers
7425 Peak Drive
Las Vegas, NV 89128
Phone: 702 933-7000
Contact: Jon P. Osborne, PE
josborne@wrightengineers.com

STRUCTURAL ENGINEER: Wright Engineers

MECHANICAL ENGINEER: Comfort Engineering
2550 South Rainbow, Suite #E-28
Las Vegas, NV 89146
Phone: 702 367-0892
Contact: Don Newquist, LC, IESNA
dnewquist@cei.lvcoxmail.com

ELECTRICAL ENGINEER: Comfort Engineers

LANDSCAPE DESIGN: RPA Landscape Architecture, Inc.

COST ESTIMATOR: Wright Engineers

INTERIOR DESIGN: N/A

SKATEPARK DESIGN: N/A

AQUATIC DESIGN: N/A

GEOTECHNICAL ENGINEER: Wright Engineers

LAND SURVEYOR: Wright Engineers

END OF EXHIBIT 'F'

EXHIBIT "G"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

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

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	<u>Contracting Entity</u>
Name	RPA Landscape Architecture, Inc.
Address	10120 S. Eastern Ave, #200 Henderson, NV 89052
Telephone	702-492-1297
EIN or DUNS	95-3677670

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement: Landscape Architectural Design Services for Elkhorn Ft. Apache Park	
RFP #:	

Block 3	<u>Type of Business</u>		
☐ Individual	☐ Partnership	☐ Limited Liability Company	☒ Corporation

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

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Richard Price, Senior Principal	10120 S. Eastern Avenue, Suite 200 Henderson, NV 89052	702 492-1247
2.	Michael J. Bunganich, Principal	10120 S. Eastern Avenue, Suite 200 Henderson, NV 89052	702 492-1247
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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

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

Richard A. Price, ASLA

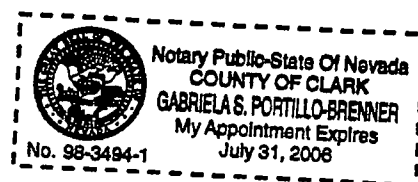
Name

08/11/04

Date

Subscribed and sworn to before me this 11th day of

August, 2004.
Gabriela S. Portillo-Brenner
 Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Professional Services Agreement with Marriott Landscape Architecture for the design services of Iron Mountain Ft. Apache Park located at Iron Mountain Road and Fort Apache Road (\$325,000 - Residential Construction Tax) - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$325,000

☒

Budget Funds Available

Dept./Division: Public Works/Eng. Integration

☐

Augmentation Required

Funding Source: Residential Construction Tax

PURPOSE/BACKGROUND:

To design a 12-acre family park and recreation site consisting of two Soccer/La Cross fields with synthetic turf, sport field lighting, children's water feature play area, tot lots with fabric covers, restroom building, several ramada shade structures, on site parking and street improvements.

RECOMMENDATION:

That the City Council approve the negotiated Professional Service Agreement with Marriott Landscape Architecture for the design services of Iron Mountain Ft. Apache Park in the amount of \$325,000 and approve an additional services contingency reserve of \$32,000.

BACKUP DOCUMENTATION:

Professional Services Agreement

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: **APPROVED** under separate actions (see individual items)

Items 18, 52 & 53: **ABEYANCE** under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

PROFESSIONAL SERVICES AGREEMENT FOR IRON MOUNTAIN FT. APACHE PARK

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 1st day of September, 2004, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (the "City") and **MARRIOTT LANDSCAPE ARCHITECTURE**, (the "Architect/Consultant").

RECITALS

WHEREAS, the City intends to construct **IRON MOUNTAIN FT. APACHE PARK** (herein the "Project"), within the City of Las Vegas, for an estimated Construction Cost of **\$4,000,000.00**; and

WHEREAS, the City desires to retain the services of the *Architect/Consultant* for the purpose of providing the design and the preparation of the bid documents necessary for the construction of the Project, said services as set forth in this Agreement and **Exhibit "A"** (Scope of Services) attached hereto; and

WHEREAS, the *Architect/Consultant* hereby represents to the City that the *Architect/Consultant* is properly licensed pursuant to Chapter 623, 623A or 625 as required for the Project, of the Nevada Revised Statutes within the State of Nevada, and possess the special knowledge, skills and expertise to perform the services required herein.

NOW, THEREFORE, in view of the above premises, the City and the *Architect/Consultant* agree as set forth below:

ARTICLE 1: ARCHITECT/CONSULTANT'S BASIC SERVICES

1.1 GENERAL

1.1.1 The *Architect/Consultant* agrees to provide the services set forth in this Article and in **Exhibit "A"** (Scope of Services) and **Exhibit "B"** (Required Submittals), attached hereto.

1.1.2 The *Architect/Consultant* shall perform the services required under this Article as expeditiously as is consistent with professional Skill and care and the orderly progress of the Project. The *Architect/Consultant* shall submit for the City's approval a schedule for the Performance of services which may be adjusted as the Project proceeds, including allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The *Architect/Consultant* shall not, except for reasonable cause, exceed time limits established by this schedule approved by the City. The Time Schedule for Performance of the *Architect/Consultant's* services is set forth in **Exhibit "C"** (Performance Schedule) attached hereto.

1.1.3 The *Architect/Consultant* shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the *Architect/Consultant*. The City's approval of the Contract Documents shall not relieve the *Architect/Consultant* of any responsibility for the professional and technical accuracy of any documents prepared by the *Architect/Consultant*.

1.1.4 The City's review, approval, acceptance or payment for any of the services performed by the *Architect/Consultant* shall not be construed as a waiver of any rights of the City under this Agreement.

1.1.5 The *Architect/Consultant's* basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution.

1.1.6 The *Architect/Consultant* shall pay any and all damages, costs and expenses caused by, resulting from, or arising out of the negligent performance of the services required under this Agreement by the *Architect/Consultant* or sub-consultants.

ARTICLE 2: ADDITIONAL SERVICES

2.1 GENERAL

2.1.1 The services described under this Article shall only be provided by the *Architect/Consultant* if requested in writing by the City.

2.2 PROJECT REPRESENTATION BEYOND THE BASIC SERVICES

2.2.1 If more extensive representation at the Project site is required for the City's protection, the *Architect/Consultant* agrees to more Project Representatives to assist in carrying out the on-site responsibilities. Such Project Representatives shall be selected, employed and directed by the *Architect/Consultant*. The duties, responsibilities and limitation of authority of Project Representatives shall be the same as the *Architect/Consultant*.

2.2.2 The *Architect/Consultant* shall endeavor to further protect the City against defects and deficiencies in the construction of the Project through the observations by the Project Representatives, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the *Architect/Consultant* as described elsewhere in this Agreement.

2.3 ADDITIONAL SERVICES

2.3.1 The *Architect/Consultant* agrees to revise the Contract Documents when such revisions are (i) inconsistent with approvals or instructions previously given by the City, including revisions made necessary by adjustments in the City's budget for the Project or (ii) required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents.

2.3.2 The *Architect/Consultant* agrees to provide services required because of significant changes in the scope of the Project including, but not limited to the size, quality, complexity, or time schedule, except for services required under Section 6.2.5.

2.3.3 The *Architect/Consultant* agrees to prepare drawings, specifications or other documentation evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

2.3.4 Providing consultation concerning the replacement of that portion of the Project damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

2.3.5 The *Architect/Consultant* agrees to provide such services made necessary by the default of the Contractor, by major defects or deficiencies in the construction of the Project, by the Contractor, or by the failure of the performance of the Contractor under the Construction Contract.

2.3.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding, or other legal proceeding (except for City Council Meeting(s) or similar meetings when requested by the City).

2.3.7 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

ARTICLE 3: CITY'S RESPONSIBILITIES

3.1 The City shall provide full information regarding requirements for the Project, including a pre-design program, which shall set forth the City's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

3.2 The City shall confirm and update the overall budget for the Project, including the Construction Cost and any reasonable contingencies related thereto.

3.3 The City shall designate a representative authorized to act on the City's behalf with respect to the Project as provided in Section 10.2. Such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the *Architect/Consultant* in order to avoid unreasonable delay in the orderly progress of the *Architect/Consultant's* services.

3.4 The City shall furnish the services of consultants when such services are reasonably required by the scope of the Project and are requested by the *Architect/Consultant*.

3.5 The City shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

3.6 The City shall promptly notify the *Architect/Consultant* in writing of any fault or defect in the Project or nonconformance with the Contract Documents.

3.7 The proposed language of certificates or certifications requested of the *Architect/Consultant* or sub-consultants shall be submitted to the *Architect/Consultant* for review and approval at least 14 days prior to execution. The City shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

3.8 The City shall guarantee access to, and make all necessary provisions for the *Architect/Consultant* to enter upon the Project site as may be required to perform the service under this Agreement.

3.9 The City and its designated representative shall examine the studies, reports, sketches, estimates, specifications, proposals and other documents presented by the *Architect/Consultant* providing responses and decisions, promptly, in writing. The City shall advertise for proposals from qualified bidders, bid the Project, and pay all costs related to the bid process.

ARTICLE 4: CITY'S REVIEW PROCESS

4.1 Upon receipt of any documents furnished by the *Architect/Consultant*, the City's Project Manager shall have five (5) working days for preliminary review of such documents. The City's Project Manager will determine whether the documents comply with the scope of the Project. After the preliminary review, if the City's Project Manager determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the *Architect/Consultant* and request documents which are Professionally complete and appropriate, per AIA Standards, and **Exhibit "B"** attached, for each basic service phase submitted. The decision by the City's Project Manager in this matter shall be final.

4.2 If the City's Project Manager determines, after requesting the *Architect/Consultant* to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City may; i) declare the *Architect/Consultant* in default, or (ii) demand a letter of explanation from the *Architect/Consultant* as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the *Architect/Consultant*, at *Architect/Consultant's* own expense, shall furnish additional sets of all documents, based on the quantity set forth in **Exhibit "B"**, that are sufficient, adequate and complete in the discretion of the City's Project Manager for review by the City. The *Architect/Consultant*, at *Architect/Consultant's* own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the *Architect/Consultant* presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

4.3 The City's review period in the Project Schedule shall not begin until the City's Project Manager determines that the documents presented by *Architect/Consultant* fully comply with the requirements for the Design Phase. After the City's Project Manager determines that the documents comply with such requirements, the City shall begin a review of the documents.

4.4 After the City reviews the documents, one (1) set of the documents shall be returned to the *Architect/Consultant* with comments and corrections noted thereon. The *Architect/Consultant* shall make the changes necessitated by the corrections or other comments into the final documents, and return the correction set with the corrected documents.

4.5 The *Architect/Consultant* shall review with the City alternative approaches to the design and construction of the Project. Prior to City's approval of the documents, *Architect/Consultant* shall furnish written responses to City's correction(s) comments(s) change(s), which state the action taken and reason for such action for each item presented by the City. After all such correction or changes have been made and comments have been addressed to City's satisfaction, the *Architect/Consultant* shall furnish one reproducible mylar set of all final documents to the City, including electronic media, complying with Item 7.1 herein.

ARTICLE 5: COMPENSATION

5.1 BASIC SERVICES COMPENSATION

5.1.1 The City agrees to pay the *Architect/Consultant* as compensation for the services provided under **Article 1** of this Agreement the amount of the fixed Fee for each of the phases set forth in **Exhibit "D"** (Fee Breakdown), which shall be paid pursuant to monthly invoices.

5.1.2 The Construction Phase Fee set forth in **Exhibit "D"** shall be paid based upon the percentage of construction completed for the Project.

5.1.3 In no event shall the total amount of compensation to be paid to the *Architect/Consultant* exceed the total fixed Fee set forth in **Exhibit "D"**, unless written authorization is given by the City.

5.2 ADDITIONAL SERVICES COMPENSATION

5.2.1 The City agrees to compensate the *Architect/Consultant* for the Additional Services provided under **Article 2**, either a lump sum, or an hourly fee based upon the hourly fee schedule set forth in **Exhibit "E"** (Hourly Rate Schedule) attached hereto, whichever is approved in writing by the City. Additional Services shall not be compensated unless confirmed in writing by the City.

5.3 REIMBURSABLE EXPENSES

5.3.1 The *Architect/Consultant* has included all expenses in the fixed Fee compensation for Basic Services, and no Reimbursable Expenses are anticipated or authorized by this Agreement, except as may be specifically stated in **Exhibit "E"**. Reimbursable Expenses may include, if authorized by the City in writing and in advance of the occurrence of the expense, such expenses as transportation expenses in connection with authorized out-of-town travel, extensive long distance telephone communications, fees paid for securing approval of authorities having jurisdiction over the Project, expense of reproductions, postage and handling of Drawings, Specifications and other documents beyond Basic Services, expense of renderings, models and mock-ups requested by the City beyond Basic Services, and the expense of overtime work requiring higher than regular rates. Reimbursable Expenses shall not be compensated unless confirmed in writing by the City.

5.4 INVOICE

5.4.1 The *Architect/Consultant* may invoice for approved and completed work on a monthly basis. The City Project Manager will notify the *Architect/Consultant* of any problems regarding payment of the invoice within (14) days of the received invoice. If no notification or response is received from the City Project Manager within the stated period of time, the *Architect/Consultant* shall expect prompt payment of the submitted invoice within a period of sixty (60) days. If the payment period exceeds sixty (60) days, the *Architect/Consultant* will contact the City Project Manager to resolve any problem or delay. If the resolution of any delay is not satisfactory to the *Architect/Consultant*, the *Architect/Consultant* may submit a seven (7) day written notice to the City. If payment is not received within the seven (7) day period, the *Architect/Consultant* may submit a request for approval of the following remedies: 1. Defer progress on the Project, until such time as payment is received and re-adjust the Project schedule accordingly. 2. The *Architect/Consultant* may petition the City for an increase in fees, to reimburse the substantiated costs of late payments and extended schedule. Either option to remedy, with concurrence by City Staff, may be exercised by the *Architect/Consultant*.

5.5 RETAINAGE

5.5.1 Upon approval, the City shall pay to the *Architect/Consultant* ninety-five percent (95%) of the amount of the monthly invoice with the remaining **five percent (5%)** being retained for the purpose set forth in the Section "Right To Off-Set" of this Agreement.

5.5.2 If the *Architect/Consultant* is delayed by conditions within its control, as determined by the City after consultation with the *Architect/Consultant*, the City shall have the right to increase the amount of the retainage up to **ten percent (10%)** until such time as the *Architect/Consultant* has complied with the Performance Schedule or presented an acceptable plan for such compliance.

5.6 RIGHT TO OFF-SET

5.6.1 The City's Project Manager may subtract or offset the unpaid invoice from the *Architect/Consultant* any damages, costs and expenses causes by, resulting from, or arising out of the negligent acts or omissions of the *Architect/Consultant* in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the *Architect/Consultant*. The City's Project Manager shall provide a written statement to the *Architect/Consultant* of the damages, costs and expenses, which have been subtracted from any payment to the *Architect/Consultant* along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the *Architect/Consultant*. If the *Architect/Consultant* disputes the right or amount of the deduction made by the City, the *Architect/Consultant* may file a claim pursuant to Section 8.3 of this Agreement.

5.7 FINAL PAYMENT

5.7.1 Upon completion by the *Architect/Consultant* of the services required under this Agreement, and acceptance of such services by the City, (which acceptance will not be unreasonably withheld,) the *Architect/Consultant* will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services, including the retained percentages.

ARTICLE 6: CONSTRUCTION COST

6.1 DEFINITION

6.1.1 The Construction Cost shall be the total cost or estimated cost to the City of all elements of the Project designed by the *Architect/Consultant*. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the City and equipment design, specified, selected or specially provided for by the *Architect/Consultant*, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

6.1.2 The Construction Cost does not include the compensation of the *Architect/Consultant* and sub-consultants, the costs of the land, rights-of-way, financing or other costs that are the responsibility of the City as provided in Article 3.

6.2 RESPONSIBILITY FOR CONSTRUCTION COST

6.2.1 Evaluations of the City's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the *Architect/Consultant*, represent the *Architect/Consultant's* best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the *Architect/Consultant* nor the City has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding, market or negotiating conditions. Accordingly, the *Architect/Consultant* cannot and does not warrant or represent that the bids or negotiated prices will not vary from the City's Project budget or from the estimate of Construction Cost or evaluation prepared or agreed to by the *Architect/Consultant*.

6.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the *Architect/Consultant* shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased by the amount of any increase in the Construction Cost occurring after execution of the Construction Contract.

6.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the *Architect/Consultant* submits the Construction Documents to the City, the Project budget or fixed limit of Construction Cost may be adjusted by the *Architect/Consultant* to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

6.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 6.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the City shall (i) give written approval of an increase in such fixed limit; (ii) authorize re-bidding or renegotiating of the Project within a reasonable time, (iii) cooperate in revising the Project scope and quality as required to reduce the Construction Cost, or (iv) cancel the Project.

6.2.5 If the City chooses to proceed under option (iii) of Section 6.2.4, the *Architect/Consultant*, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit. This modification of Contract Documents shall be the limit of the *Architect/Consultant's* responsibility arising out of the establishment of the fixed limit.

ARTICLE 7: OWNERSHIP OF DOCUMENTS

7.1 The Construction Documents and other documents prepared by the *Architect/Consultant* for this Project are instruments of the *Architect/Consultant's* service for use by the City of Las Vegas with respect to this Project and, unless otherwise provided, the *Architect/Consultant* shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. However, the documents prepared as instruments of service are the property of the City except as prohibited by law. The reports, plans, design concepts, information, data, and similar documents which are given, prepared or assembled by the *Architect/Consultant* or any consultants and subcontractors under this Agreement shall not be made available to any individual or organization without the prior written consent of the City except for presentations, awards, or publication through the media. City shall have access to such documents as needed. In the event of the termination of this AGREEMENT, prior to the completion and stamping of construction documents, the City reserves the right to engage a new *Architect/Consultant* to redraw such documents.

7.2 The City retains contractual rights to all design concepts developed by the *Architect/Consultant*.

7.3 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not

to be construed as publication in derogation of the *Architect/Consultant's* reserved rights.

ARTICLE 8: ARBITRATION

8.1 FEE DISPUTES

8.1.1 Any Fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnished to the *Architect/Consultant*. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the *Architect/Consultant* receives its copy of such decision, the *Architect/Consultant* mails or otherwise furnishes the City Manager a written request to appeal the decision. Upon receipt of such request, the City and the *Architect/Consultant* shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach such an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City for such selection. The decision of the arbitrator, or arbitrators, as the case may be for the determination of any such appeal, shall be final and conclusive. The *Architect/Consultant* shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute hereunder, the *Architect/Consultant* shall proceed diligently with the performance of the work to be performed under this Agreement and in accordance with the City Manager's decision.

8.1.2 If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the *Architect/Consultant* are services entitled to additional compensation, the *Architect/Consultant* agrees to notify the City prior to providing such services of the *Architects/Consultants* intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording the City the opportunity to monitor and verify the performance of such services and failure to provide the City with such notice shall constitute a waiver of such claim.

8.2 NON-FEE DISPUTES

8.2.1 All non-Fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the Nevada Arbitration Association or 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 *Architect/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 *Architect/Consultant* shall be specifically enforceable under the prevailing arbitration law.

8.3 CONSENT TO ARBITRATION

8.3.1 In the event that the City is named as a party to any arbitration action or commences an arbitration action against a party other than the *Architect/Consultant*, which arises out of, from, or is connected with the construction of the Project, or the performance of the *Architects/Consultants* under this Agreement, the *Architect/Consultant* agrees and irrevocably consents, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the *Architect/Consultant* is conditioned upon the handling of such arbitration in accordance with arbitration rules of the Nevada Arbitration Association or the American Arbitration Association. None of the time provisions imposed under subsections 8.3.2 and 8.3.3 apply to the joinder rights provided herein in such a way as to preclude the City from joining the *Architect/Consultant* as a party to any arbitration proceeding in which the City commences or is named as a party and which arises out of, or results from, the construction of the Project. If the *Architect/Consultant* is named as an additional party by the City, the *Architect/Consultant* shall not be entitled to any additional compensation from the City as a result of preparing for, or participating in, the arbitration.

8.3.2 In order for the *Architect/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 *Architect/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.

8.3.3 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 Nevada Arbitration Association or 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.

8.3.4 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.

8.3.5 The award rendered by the arbitrators shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

8.3.6 By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the Mediation Rules of the Nevada Arbitration Association or 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.

ARTICLE 9: TERMINATION, SUSPENSION OR DEFAULT

.1 CITY'S RIGHT OF TERMINATION FOR CONVENIENCE

9.1.1 The City shall have the right to terminate this Agreement without cause or default on the part of the *Architect/Consultant* and such termination shall become effective immediately upon service of notice as provided in Section 10.11. In the event of the termination of this Agreement pursuant to this Section, the *Architect/Consultant* shall be compensated for any unpaid services rendered prior to the effective date of the termination in the amount determined by the Project Manager.

9.2 CITY'S RIGHT OF TERMINATION FOR CAUSE

9.2.1 Upon the occurrence of an Event of Default (hereinafter defined), the City shall have the right, without prejudice to any other right or remedy it may have at law or equity, to: (i) terminate this Agreement, suspend payment of all pending invoices otherwise due to *Architect/Consultant* hereunder, and finish this Agreement by such means as deemed appropriate by the City. The City may deduct from any balance due *Architect/Consultant*, the cost of completing this Agreement. If the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budgeted for the Project, or in the event the cost of finishing the *Architect/Consultant's* performance of this Agreement exceeds the balance due the *Architect/Consultant*, such excess shall be paid by the *Architect/Consultant* to the City within five (5) days of invoicing by City, or (ii) terminate this Agreement and the obligations imposed hereunder, including the obligation of any further payment for the services of the *Architect/Consultant* except for the reasonable value for the services performed to the date of termination.

9.2.2 For purposes of this Agreement, an "Event of Default" is deemed to have occurred if the *Architect/Consultant*:

- A.** Voluntarily terminates operations or consents to the appointment of a receiver, trustee or liquidator of all or a substantial portion of the *Architect/Consultant's* assets;
- B.** Be adjudicated bankrupt or insolvent, or file a voluntary petition in bankruptcy admitting in writing an inability to pay debts as they become due;
- C.** Make a general assignment for the benefit of creditors;
- D.** File a petition or answer seeking the reorganization of the *Architect/Consultant* or an arrangement with creditors or take advantage of any insolvency law; or if action shall be taken for the purpose of effecting any of the foregoing;
- E.** Suffer the levy or execution of any writ or warrant upon any property or an asset of the *Architect/Consultant* which continues unvacated and in effect for a period of thirty (30) days; or
- F.** Neglects to properly perform the services required hereunder in accordance with the time schedule which has been agreed upon between the parties hereto for the Project, and such Event of Default continues for seven (7) calendar days after written notice has been provided to the *Architect/Consultant* pursuant to Section 10.11.

9.2.3 In the event City performs, or hires others to perform, any of the services required under this Agreement because of the default of the *Architect/Consultant*, the cost thereof, plus an additional ten percent (10%) to cover City's overhead expenses, shall be promptly paid by the *Architect/Consultant* to the City.

9.2.4 The costs and expenses of completing the services of the *Architect/Consultant* shall be computed and audited by the Project Manager whose certification thereof shall be final and binding upon the parties. The audit shall be made in accordance with generally accepted accounting

principles and the *Architect/Consultant* shall pay the costs of such audit.

9.2.5 The City reserves the right to offset any and all claims made by the *Architect/Consultant* for payment of Fees hereunder or the reimbursement of additional costs it incurred with any claims that City might have against the *Architect/Consultant* for failure to comply with any of the terms and conditions of this Agreement.

9.3 SUSPENSION BY THE CITY

9.3.1 If the Project is suspended by the City for more than thirty (30) consecutive days, the *Architect/Consultant* shall be compensated for services performed prior to issuance of the written notice of such suspension. When the Project is resumed, the *Architect/Consultant's* compensation shall be reviewed and, upon approval by the City, equitably adjusted to provide for expenses, if any, resulting from the interruption and resumption of the Project.

9.4 RIGHT OF TERMINATION

9.4.1 The *Architect/Consultant* shall have the right to terminate this Agreement if the Project is abandoned by the City for more than 90 days, or the City fails to make payment to the *Architect/Consultant* for the services performed under this Agreement (unless there exists a dispute between the parties concerning such payment), and the *Architect/Consultant* has given 30 days written notice to the City of the failure to make such payment. In the event of termination as provided under this Section, the *Architect/Consultant* shall be compensated for any unpaid services rendered prior to the effective date of the termination, along with any unpaid Reimbursable Expenses.

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1 THE CITY'S PROJECT MANAGER

10.1.1 The individual designated as the Project Manager is indicated in **Exhibit "F"** (Key Personnel List), or if no name is so indicated, the *Architect/Consultant* shall be notified in writing by the City as to the individual designated as the Project Manager. The City's Project Manager shall have complete authority to transmit instructions, to receive information, and to interpret and define the City's policies and decisions with respect to the materials, equipment elements, and systems which are pertinent to the Project to be performed under this Agreement and to approve changes to the scope of the Project that does not affect compensation.

10.2 THE CITY'S PROJECT REPRESENTATIVE

10.2.1 The individual designated as the Project Representative is indicated in **Exhibit "F"** (Key Personnel List), or if no name is so indicated, the *Architect/Consultant* shall be notified in writing by the City as to the individual designated as the Project Representative. The City's Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Project Manager, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The City Representative shall be responsible for written minutes of such meetings, and to distribute copies.

10.3 ARCHITECT/CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

10.3.1 The services required under this Agreement shall be performed by the key employees, or by approved sub-consultants identified in **Exhibit "F"** (Key Personnel List). In the event a key employee or sub-consultant is unable to provide the services required under this Agreement for any reason, the *Architect/Consultant* will, with City approval, replace such personnel. If the *Architect/Consultant* fails to complete the replacement within (30) days, the City may terminate this Agreement for cause pursuant to Section 9.2 of this Agreement. The *Architect/Consultant* shall not substitute the key personnel or sub-consultants without thirty (30) days prior written approval from the City. Request for approval shall consist of written notification to the City, stating reason or reasons for the requested substitution. The City shall not unreasonably deny approval, unless the City adjudges the substitution not to be in the interest of the City or the scheduled completion of the Project.

10.4 STANDARDS OF PROFESSIONAL SERVICES

10.4.1 The professional services to be rendered by the *Architect/Consultant* under this Agreement shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form"

regardless of their adoption by the Department of Justice, municipal ordinances in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

10.5 CHANGES IN SCOPE OF THE PROJECT

10.5.1 The City's Project Manager may, at any time, issue written directions, which require an increase or decrease in the Basic Services to be performed under this Agreement. If any such direction results in a change in the amount or character of the work covered by the Fee compensation provided for under section 5.1, an equitable adjustment in such compensation shall be made without the need to obtain the approval of the City Council if the contingent funds, if any, allocated for this Agreement by the City Council are sufficient to cover the compensation due the *Architect/Consultant* as the result of an increase in the scope of the Basic Services. Any claim of the *Architect/Consultant* for adjustment under this provision must be asserted by the *Architect/Consultant* in writing, as a Fee dispute under the provision of Article 8 thirty (30) days after the date the *Architect/Consultant* receives notification of such change. The City's Project Manager, if he determines that the facts justify such adjustment, may receive and consider such claim and may adjust the same at any time prior to the date on which the final settlement with the *Architect/Consultant* is to be made.

10.6 INSURANCE

10.6.1 The *Architect/Consultant* shall provide, and shall maintain in full force and effect, at all times during the period in which this Agreement is in effect, and for one (1) year after completion of the Project, the following insurance coverages:

Coverage for claims under the Nevada Industrial Insurance Act.

Professional liability insurance in an Errors and Omissions coverage in an amount of not less than \$1,000,000.

10.6.2 *Architect/Consultant's* insurance shall include the following:

Employer's liability and comprehensive general liability insurance shall include "all states" endorsements to the extent that the *Architect/Consultant's* work, or work under his direction, may require, the comprehensive general liability coverage shall contain no exclusion relative to damage to underground property.

10.6.3 The limits of liability for the *Architect/Consultant's* liability insurance shall not be less than:

Workmen's Compensation: Statutory.

Professional Liability Insurance: \$1,000,000.

Comprehensive General Liability - Bodily Injury and Property Damage: \$1,000,000 combined single limit.

Comprehensive Automobile Liability - Bodily Injury and Property Damage: \$1,000,000 combined single limit.

Except for the coverages required for Professional Liability Insurance, above, the insurance coverages required herein shall name the City as an additional insured party.

10.7 COVENANT AGAINST CONTINGENT FEES

10.7.1 The *Architect/Consultant* hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement by or through any agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the *Architect/Consultant* and bona fide established commercial or selling agencies which are maintained by the *Architect/Consultant* for the purpose of securing business and the existing of which, if any, has been fully disclosed to the City. For a breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the *Architect/Consultant*, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.8 PATENT INDEMNITY

10.8.1 Except as is otherwise provided in this Agreement, the *Architect/Consultant* agrees to, and hereby does, indemnify the City and its officers, agents and employees against all liability, including costs and expenses, for the infringement upon any patents and/or copyright which have been issued by the United States which may arise out of the performance of this Agreement or out of the use or disposal, by or for the account of the City, of any of the supplies furnished, or any design construction work performed, hereunder or as a consequence hereof.

10.9 INDEPENDENT CONTRACTOR

10.9.1 It is hereby expressly agreed and understood that, in the performance of the services provided for herein, the *Architect/Consultant* and any other *Architect/Consultant*, who is employed by the *Architect/Consultant* hereunder shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall not be liable for salary, employment taxes, other statutory employee benefits, or other employee benefits; including but not limited to, insurance, sick leave, pensions and other payments or deductions to employee or employee unions of the *Architect/Consultant* or any other *Architect/Consultant* hired by the *Architect/Consultant's* employee(s). The City shall not be considered a guarantor of such payments.

10.10 SUCCESSORS AND ASSIGNS

10.10.1 The City and the *Architect/Consultant* each binds itself and each of its successors, executors, administrators, and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect of all of the mutual covenants and promises in this Agreement contained; provided, however, that neither the City nor the *Architect/Consultant* may assign, sublet, or transfer its interest in and to this Agreement without the written consent of the other. Nothing contained herein shall be construed or operate as creating any personal liability on the part of any officer or agent of the City.

0.11 NOTICES

10.11.1 Any notice required to be given hereunder shall be deemed to have been given when (i) received by the party to whom it is directed by personal service, or (ii) deposited with the United States Postal Service addressed as follows:

CITY:

Patrick Batte'
Office of Architectural Services
Department of Public Works
CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, NV 89101

Phone: (702) 229-6535 Fax: (702) 384-4846

ARCHITECT/CONSULTANT:

Richard Marriotti
Marriotti Landscape Architecture
258 Finestra Dr.
Henderson, NV, 89074

Phone: (702) 269-7808 Fax: (702) 269-7538

10.12 CONFIDENTIALITY

10.12.1 The *Architect/Consultant* shall treat all information relating to the Project and all information supplied to the *Architect/Consultant* as confidential and proprietary information of the City and shall not permit its release by other parties or make any public announcement or release without the City's written authorization.

10.13 INDEMNITY

10.13.1 Notwithstanding any of the insurance requirements required under Section 10.6, and not in lieu thereof, the *Architect/Consultant* shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgements, attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may suffer as a result of, by reason of, or in consequence of, the negligent or intentional acts or omissions of the *Architect/Consultant*, its subcontractors, agents or anyone employed by the *Architect/Consultant*, its subcontractors or agents, in performing the terms, conditions or covenants of this Agreement.

10.13.2 As part of its obligation hereunder, the *Architect/Consultant* shall, at its own expense, defend the Indemnitees, against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, any negligent or intentional act or omission of the *Architect/Consultant*, its subcontractors or agents, for and against which the *Architect/Consultant* is obligated to indemnify the Indemnitees unless the Indemnitees, or any of them, elects to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein. If the *Architect/Consultant* shall fail to do so, the City shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the *Architect/Consultant*.

10.14 ARCHITECT/CONSULTANT WARRANTIES

10.14.1 The *Architect/Consultant* warrants that it has sufficient working capital to complete this Agreement with funds as disbursed from the City to the *Architect/Consultant* under the conditions of the Agreement, and is able to furnish, plant, tools, materials, supplies, equipment and labor and is experienced in and competent to perform the work contemplated by this Agreement; further the *Architect/Consultant* warrants that he is properly and professionally licensed to perform the work herein and is authorized and licensed to do business in the City of Las Vegas and the State of Nevada.

10.14.2 *Architect/Consultant* represents and 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.

10.14.3 *Architect/Consultant* warrants that his service shall be year 2000 compliant, which means that to the extent the performance of the Agreement is dependent upon the *Architects/Consultants* computer operations. Such computers will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement beyond 31 December 1999.

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

10.15 SUBCONTRACTS

10.15.1 The *Architect/Consultant* agrees to include in all sub-contracts, in connection with sub-consultants, the conditions imposed under this Agreement, including the following:

A provision that the *Architect/Consultant* agrees to pay the sub-consultant when paid for that portion of the work by the City, that no liability arises on the part of the *Architect/Consultant* to the sub-consultant for payment of the subcontracted work until payment has been made by the City, and that if the City has paid the *Architect/Consultant* for subcontracted work; then the sub-consultant's only recourse is against the *Architect/Consultant*, not against the City, either through the institution of legal or equitable action or the attachment of any lien;

A provision that the sub-consultants have no more rights against the City than that of the *Architect/Consultant*;

A provision that the sub-consultant agrees to be bound by all the terms, conditions, and obligations of this Agreement unless the City has approved any deviations, changes, or modifications in writing;

A provision that the sub-consultant will obtain and maintain professional errors and omissions insurance coverage in connection with the subcontracted work in an amount equal to that required of the *Architect/Consultant*; and

A provision that the sub-consultant agrees to be bound to the documents, "General Conditions" of the construction contract and "Division One" of the construction specifications, incorporated herein by this reference.

10.16 AGREEMENT

10.16.1 This Agreement shall be governed by the laws of the State of Nevada.

10.16.2 As between the parties to this Agreement, any applicable statute of limitations with respect to any act or failure to act by either party shall commence to run, and any alleged cause of action shall be deemed to have accrued, in any and all events not later than the relevant date which is

determined to be the date of substantial completion of the Project; or, with respect to any act or failure to act which occur after such date, not later than the date of the issuance of the final certificate for payment for the Project.

10.16.3 The City and the *Architect/Consultant* waive all rights against each other and against the contractors, consultants, agents, and employees of the other for any damage, which is fully reimbursed by the required property insurance during construction. The City and the *Architect/Consultant* each shall require similar waivers from their respective contractors, consultants and agents.

10.16.4 The *Architect/Consultant* acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the contracts prepared for bidding on the Project covered by this Agreement. The *Architect/Consultant* further agrees to perform in accordance with the obligations stated in the referenced General Conditions.

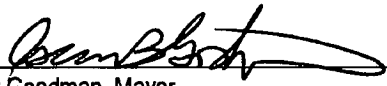
10.16.5 This Agreement was prepared after negotiations between the parties hereto, and shall be construed as drafted by both parties.

10.16.6 This Agreement represents the entire and integrated agreement between the City and the *Architect/Consultant* and supersedes all prior negotiations, representations, or agreements; either written or oral. This Agreement may be amended only by a written instrument, which is signed by both the City and the *Architect/Consultant* and shall be in force and effect from and after the day on which the City gives notice to the *Architect/Consultant* to begin the services required under this Agreement.

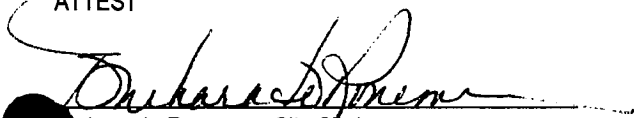
10.16.7 This Agreement shall remain in effect for one (1) year after the final payment for approved services has been issued by the City. Termination of this Agreement shall not release either party from any of the obligations herein, nor be construed to change the date or time on which a cause of action arising out of this Agreement would otherwise accrue under law.

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

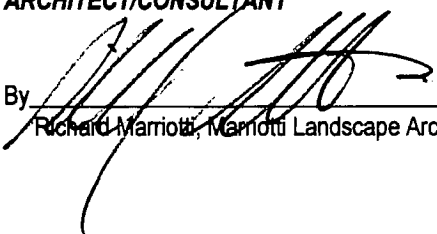
CITY OF LAS VEGAS

By 
Oscar Goodman, Mayor

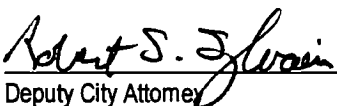
ATTEST


Barbara Jo Ronemus, City Clerk

ARCHITECT/CONSULTANT

By 
Richard Marriotti, Marriotti Landscape Architecture

APPROVED AS TO FORM

 8-12-04
Deputy City Attorney Date

LIST OF EXHIBITS

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

EXHIBIT “ A ” SCOPE OF SERVICES

EXHIBIT “ B ” REQUIRED SUBMITTALS

EXHIBIT “ C ” PERFORMANCE SCHEDULE

EXHIBIT “ D ” FEE BREAKDOWN

EXHIBIT “ E ” HOURLY RATE SCHEDULE

EXHIBIT “ F ” KEY PERSONNEL LIST

EXHIBIT “ G ” DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 1: GENERAL

1.1 Upon authorization to proceed as described in **Exhibit "C"**, the *Architect/Consultant* shall provide the following in accordance with the Schedule (**Exhibit "C"**) included herein. The Scope of Service set forth in this Exhibit and the compensation to the *Architect/Consultant* for said Scope of Services is based upon the *Architect/Consultant* and the City each performing its responsibilities in a timely manner.

1.2 SCOPE OF SERVICES

1.2.1 The following scope of services is in addition to the scope required elsewhere in this Agreement. This scope is to be considered preliminary and may be altered as this Project develops. Alterations of scope will not impact Fee amounts unless increased scope or workload is encountered by the *Architect/Consultant*. If increased scope or workload is encountered, the *Architect/Consultant* is to notify the City in writing, and an adjusted fee will be negotiated prior to any work.

1.3 GENERAL REQUIREMENTS

1.3.1 All Drawings shall be prepared using AutoDesk's AutoCAD Release 14 or newer release in accordance with industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2000 or newer release.

1.3.2 Where the *Architect/Consultant* specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or approved equal".

1.3.3 Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

1.3.4 Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. The City will check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the *Architect/Consultant*. The *Architect/Consultant* shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The *Architect/Consultant* shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements per the agreement.

1.3.5 Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the *Architect/Consultant*.

1.3.6 All work shall be in full compliance with applicable codes, ordinances and other regulatory conditions.

1.3.7 All work shall be in full compliance with the applicable City of Las Vegas "Design Standards for Buildings, Parks, and Parking Facilities", incorporated herein by reference, and that any failure in this regard shall be at the sole expense of the *Architect/Consultant* to correct specifically including any additional construction costs resulting from such failures in the construction bid documents. The *Architect/Consultant* agrees to include this requirement into subcontract agreements with subconsultants providing services for the Project.

1.3.8 No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the *Architect/Consultant* such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

1.3.9 Throughout the design phases of the project, participate in regularly scheduled weekly design meetings with the City. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the City elects to do so and provides written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting decisions made and actions required by attendees and other affected parties, in a format acceptable to the City, within 5 days following each meeting.

1.4 DEFINITIONS

1.4.1 "Construction Cost Estimate" as used herein is a forecast of construction cost prepared on the basis of detailed analysis of materials and labor for all items of work.

1.4.2 "Construction Budget" as used herein represents the dollar value for which funding will be obtained, including 5% bidding contingency and 10% construction contingency, and against which expenditures will be monitored.

1.4.3 "Drawings and Specifications" as used herein, shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

ARTICLE 2: THE CITY'S RESPONSIBILITIES

2.1 The City will be responsible for performing all work necessary to complete their obligation to the *Architect/Consultant* to allow the *Architect/Consultant* to complete their work.

2.2 The City shall provide the *Architect/Consultant* with:

2.2.1 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

2.2.2 Approved budget limitations for the Project. The City and the *Architect/Consultant* shall mutually agree upon a Construction Cost Budget for the work described herein prior to completion of the Schematic Design Phase.

2.2.3 Any other information required to complete the work, as available, which is not in the *Architect/Consultant's* Scope of Services.

2.2.4 Access arrangements for the *Architect/Consultant* to enter upon public and private property as required to perform their services.

2.2.5 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

2.3 The City shall:

2.3.1 Acquire any required rights to the Project Site or air rights to adjacent Sites as deemed necessary by the City.

2.3.2 Designate a management team to review designs and submittals, and to work with the *Architect/Consultant* to achieve an acceptable, cost effective design.

2.3.3 Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the *Architect/Consultant*.

ARTICLE 3: THE ARCHITECT/CONSULTANT'S RESPONSIBILITIES

3.1 The *Architect/Consultant* shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

3.1.1 Programming and Conceptual Design Phase

3.1.2 Schematic Design and Master Planning Phase

3.1.3 Design Development Phase

3.1.4 Construction Document Phase

3.1.5 Bidding Phase

3.1.6 Construction Administration Phase

3.1.7 Post Construction Phase

3.2 COST ESTIMATES

3.2.1 The *Architect/Consultant* shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the format and breakdown designated by the City. Work with the City to reconcile the *Architect/Consultant's* estimates with the City's estimates.

3.2.2 If, at any time during the course of the Project, it becomes evident that the Construction Cost Estimate will exceed the Construction Cost Budget (developed by the City and agreed upon by the *Architect/Consultant* and the City), notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

3.3 DESIGN SUBMITTALS

3.3.1 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), and coordination within and between design disciplines.

3.4 GOVERNMENTAL AND AGENCY APPROVALS

3.4.1 SCOPE OF SERVICES. Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

3.4.1.1 General Plan Amendment. If requested by the City, assist the City's Real Estate Division in the application preparation, supporting documentation and meeting representation for any required GPAs.

3.4.1.2 Rezoning. If required by the City, assist the City's Real Estate Division in the application preparation, supporting documentation and meeting representation for any required rezonings.

3.4.1.3 Site Development Plan Reviews. Provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews, including those required by review boards such as Summerlin, Centennial Hills, redevelopment agencies, historical review boards and similar organizations where applicable to the site and Project.

3.4.1.4 Variance and Special Use Permit. Provide assistance in the needs determination, application preparation, supporting documentation and meeting representation for any required variances or special use permits.

3.4.1.5 Mapping. Tentative maps, final maps, vacations, parcel maps, and annexations shall be considered Additional Services unless otherwise identified in this Agreement.

3.4.1.6 Utilities. Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.

3.4.1.7 Flood/Hydrology Reports. Comply with all requirements and gain required approvals from Regional Flood Control and City of Las Vegas and Development Section, including a Drainage Compliance Report.

3.4.1.8 Traffic Study. If required, traffic studies shall be an Additional Service.

3.4.2 SUBMIT, REVIEW AND INCORPORATE. Submit progress and final construction documents, applications, and other required documentation to all required utility companies, regulatory authorities and governmental agencies having jurisdiction over the Project at the earliest opportunity in the completion of the documents. Submitted documents shall be sealed and signed by the engineers and architects of record in the State of Nevada as required by the City, utility and governmental agency. During the progress of the design documents, conduct design review meetings with the utility and governmental agencies whenever allowed by their review processes. Coordinate and incorporate design review comments and corrections into the documents in an expeditious manner, track the approval process and report status to the City Project Manager on no less than a weekly basis until approved, and notify the City in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval. Update the Construction Cost Estimate to account for revisions made.

3.4.3 FEES. Notify the City of any required utility, application, permit and review fees, which shall then be the responsibility of the City to pay.

3.4.3.1 OAS NOT A REGULATORY AUTHORITY. The *Architect/Consultant* does hereby acknowledge, understand and agree that the Office of Architectural Services (OAS), acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Office of Architectural Services does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Office of Architectural Services. The *Architect/Consultant* agrees that its relationship with the regulatory authorities having

jurisdiction over the Project is separate from its relationship with the City, and that the *Architect/Consultant's* interaction with each regulatory authority is to be conducted without assistance from the City.

3.4.3.2 APPROVAL. The City shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

3.5 GEOTECHNICAL DATA

3.5.1 GEOTECHNICAL REPORT. Regardless whether the geotechnical report is being provided for the Project by the City or *Architect/Consultant*, it shall be prepared as two separately bound reports, containing and utilized as follows:

3.5.1.1 GEOTECHNICAL DATA REPORT is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

3.5.1.2 GEOTECHNICAL INTERPRETIVE REPORT is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

3.5.2 It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation.

3.5.3 SPECIFICATION. The City will provide the *Architect/Consultant* with a sample specification "Section 02050 – Subsurface Conditions" to demonstrate how this split report is to be utilized in placing the Contractor at risk for all unknown subsurface conditions, which the *Architect/Consultant* shall use to model his bid documents after in achieving the same purpose.

3.6 PROGRAMMING AND CONCEPTUAL DESIGN PHASE

3.6.1 Upon authorization by the City to Proceed with the Programming and Conceptual Design Phase, the *Architect/Consultant* shall:

3.6.1.1 GEOTECHNICAL REPORT. Prepare a Geotechnical Interpretive report and a Geotechnical data report for the Project.

3.6.1.2 SURVEY. Prepare a boundary and topographic survey for the Project.

3.6.1.3 GENERAL REQUIREMENTS. Receive from the City the preliminary space requirements list for current and future needs, budget and other requirements for the Project.

3.6.1.4 ARCHITECTURAL PROGRAM. Work with the City in detailing the program for the Project, including size, relationship and needs of the spaces and activities. Prepare for the City's approval, a draft Architectural Program, which details all goals, needs, spatial, and adjacency requirements of the Project.

3.6.1.5 SITE UTILIZATION. Analyze the site conditions affecting the Project including utilities, drainage, surrounding uses, zoning, soils, environmental impacts, conditions affecting the Project, and prepare for the City's approval, a draft Site Utilization Report.

3.6.1.6 ESTIMATE. Prepare a conceptual level Construction Cost Estimate for the Project.

3.6.1.7 REVIEW. Participate in design review meetings in which the City will discuss comments generated during the review of the draft Architectural Program, Site Utilization Report, and Cost Estimate. Incorporate the City's review comments.

3.6.1.8 SUBMITTAL. Provide a formal Programming and Conceptual Design Submittal, which includes the Architectural Program, Site Utilization information, Construction Cost Estimate and a preliminary conceptual design site plan and building elevations. Furnish six (6) copies of the submittal to the City. The City shall review, make comments, advise of any adjustment required, and request additional documents as required of the program and budget. The City shall approve in writing the Programming and Conceptual Design Submittal prior to the *Architect/Consultant* proceeding with the basic services under the Schematic Design Phase.

3.7 SCHEMATIC DESIGN (SD) PHASE

3.7.1 Upon authorization by the City to proceed with the Schematic Design Phase, the *Architect/Consultant* shall:

3.7.1.1 REVIEW. Review the program, schedule and construction budget confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City. Conduct a preliminary evaluation of the City's program, schedule and construction budget requirements, each in terms of the other and advise the City of any problem issues.

3.7.1.2 DESIGN ALTERNATIVES. Based on the mutually agreed upon program, schedule and construction budget, the *Architect/Consultant* shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with the City Project Manager, alternative approaches to the design and construction of the Project.

3.7.1.3 INTERIM ESTIMATE. If and when requested by the City during the Schematic Design Phase, prepare an interim Construction Cost Estimate of the design alternatives to confirm the feasibility of the Project program and design.

3.7.1.4 SPECIFICATIONS. Prepare schematic level outline specifications that describe the quality of construction materials proposed for the design.

3.7.1.5 ESTIMATE. Prepare a schematic level Construction Cost Estimate.

3.7.1.6 REVIEWS. Participate in design review meetings in which the City will discuss comments generated during the review of the Alternative Designs, Specifications, and Construction Cost Estimate. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

3.7.1.7 SUBMITTAL. Prepare a formal Schematic Design Submittal. Schematic documents shall include site master plan, floor plans, elevations, sections, finishes and other drawings as necessary to describe the Project. Provide six (6) copies of the final documents from this phase.

3.7.1.8 REVIEW. Participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Schematic Design Submittal. Comments regarding the Schematic Design Submittal shall be incorporated into the Design Development Submittal. The City shall give written approval of the final Schematic Design Submittal prior to the *Architect/Consultant* proceeding with the Design Development Phase.

3.8 DESIGN DEVELOPMENT (DD) PHASE

3.8.1 Upon authorization by the City to proceed with the Design Development Phase, the *Architect/Consultant* shall:

3.8.1.1 DOCUMENTS. Based on the approved Schematic Design Submittal and any adjustments authorized by the City, the *Architect/Consultant* shall prepare the Design Development Documents consisting of the drawings, outline specifications and other documents establishing the size and character of the Project as to the architectural, mechanical and the electrical systems, materials and such other elements as may be appropriate. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Design Development documents shall minimally include the following:

3.8.1.1.1 DRAWINGS:

3.8.1.1.1.1 Building data and code analyses.

3.8.1.1.1.2 Utility plans, including both on-site and off-site improvements.

3.8.1.1.1.3 Paving and grading plans, including both on-site and off-site improvements.

- 3.8.1.1.1.4 Planting plans.
- 3.8.1.1.1.5 Irrigation plans.
- 3.8.1.1.1.6 Architectural/Landscape site plans.
- 3.8.1.1.1.7 Elevations as required.
- 3.8.1.1.1.8 Building and wall sections.
- 3.8.1.1.1.9 Plant schedules.
- 3.8.1.1.1.10 Foundation plans as required.
- 3.8.1.1.1.11 Framing plans.
- 3.8.1.1.1.12 Plumbing plans as required.
- 3.8.1.1.1.13 Lighting plans.
- 3.8.1.1.1.14 Power plans
- 3.8.1.1.1.15 Low voltage system plans.
- 3.8.1.1.1.16 Signage plans.
- 3.8.1.1.1.17 Any other drawings necessary to describe the Project sufficiently, and to prepare an accurate cost estimate.

3.8.1.1.2 SPECIFICATIONS. Prepare all sections required to be included in the Specifications for the completed Contract Documents. Include in the DD Phase Specifications submittal, "Part 1 – Section Includes" and completed "Part 2 – Products" for each section.

3.8.1.1.3 MOUNTED REVIEW BOARDS. Prepare colored site plans, exterior elevations, exterior and interior color/materials boards, renderings and other design information as required to properly illustrate the proposed design for the City's review and approval.

3.8.1.1.4 ESTIMATE. Prepare a detailed Construction Cost Estimate.

3.8.1.2 VALUE ENGINEERING SESSION. Upon reconciliation of the *Architect/Consultant's* Cost Estimate to the City's Cost Budget, the *Architect/Consultant's* design team, including all consultants from any contractual tier, shall participate in a Value Engineering Session with City personnel.

3.8.1.3 SUBMITTAL. Prepare a formal Design Development Submittal to include all City approved Design Development Documents. Provide ten (10) copies of the final documents from this phase.

3.8.1.4 REVIEW. The *Architect/Consultant's* design team shall participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Design Development Submittal. Comments regarding the Design Development Submittal shall be incorporated into the Construction Documents Submittal. The City shall give written approval of the final Design Development Submittal prior to the *Architect/Consultant* proceeding with the Construction Documents Phase.

3.9 CONSTRUCTION DOCUMENTS (CD) PHASE

3.9.1 Upon authorization by the City to proceed with the Construction Documents Phase, the *Architect/Consultant* shall:

3.9.1.1 CONSTRUCTION DOCUMENTS. Based on the approved Design Development Submittal, review comments and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the City, the *Architect/Consultant* shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The *Architect/Consultant* agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the *Architect/Consultant* of responsibility for the professional and technical accuracy of such documents.

3.9.1.2 BID DOCUMENTS. The *Architect/Consultant* shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the agreement between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

3.9.1.3 ESTIMATES. Prepare and submit a detailed Construction Cost Estimate at the 50 percent, 90 percent, and 100 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The *Architect/Consultant* shall advise the City of any adjustments to the Construction Cost indicated by changes in the Construction Documents or resulting from a change in general market conditions.

3.9.1.4 CONSTRUCTION SCHEDULE. Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the contractor to complete the Work, to be used in the bid documents and construction contract.

3.9.1.5 REVIEWS. Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The *Architect/Consultant*'s design team shall participate in design review meetings in which the City will present and discuss comments generated during review of the 50 percent and 90 percent CD Submittals.

3.9.1.6 CD SUBMITTALS. Provide ten (10) copies each of 50 percent, 90 percent and 100 percent final documents from this phase, and provide five (5) copies each at 70 percent final documents to the City for review and comment.

3.9.1.6.1 Prepare 50 percent Construction Documents, including the following:

3.9.1.6.1.1 General

- 3.9.1.6.1.1.1** Completed title sheets, abbreviations, legends and site plans.
- 3.9.1.6.1.1.2** Responses to 100 percent Design Development review comments and incorporation into the documents as required.
- 3.9.1.6.1.1.3** Incorporation of all requirements and specific direction given by the City prior to the 50 percent CD Submittal.
- 3.9.1.6.1.1.4** Reference of all applicable codes, Project data and design numbers for rated assemblies.

3.9.1.6.1.2 Civil

- 3.9.1.6.1.2.1** Existing facilities plans showing all existing topography and improvements.
- 3.9.1.6.1.2.2** Utility distribution plans with sizes of all new and existing utilities.
- 3.9.1.6.1.2.3** Rough grading plans.
- 3.9.1.6.1.2.4** Finish paving and grading plans.
- 3.9.1.6.1.2.5** Horizontal control plans
- 3.9.1.6.1.2.6** Details with references to the plans.
- 3.9.1.6.1.2.7** Final calculations required to meet all levels of completion.

3.9.1.6.1.3 Landscape

- 3.9.1.6.1.3.1** Landscaping plans denoting all materials and sizes....
- 3.9.1.6.1.3.2** Irrigation plans with sizing of all piping.
- 3.9.1.6.1.3.3** Details with references to the plans.

3.9.1.6.1.4 Architectural

- 3.9.1.6.1.4.1** Floor plans with all dimensions and room finishes noted.
- 3.9.1.6.1.4.2** All door, window, hardware, and glazing schedules complete.
- 3.9.1.6.1.4.3** Plans that reflect coordination with structural, mechanical, and electrical systems.
- 3.9.1.6.1.4.4** All elevations and sections.
- 3.9.1.6.1.4.5** Enlarged plans of specific areas as needed to accurately portray the work.
- 3.9.1.6.1.4.6** Exterior details.
- 3.9.1.6.1.4.7** All section and detail bubbles completed to indicate the location of the sections and details.

3.9.1.6.1.5 Structural

- 3.9.1.6.1.5.1** Foundation plans including all dimensions.
- 3.9.1.6.1.5.2** Intermediate floor framing plans with complete section cuts and detail references.
- 3.9.1.6.1.5.3** Complete section and detail sheets.
- 3.9.1.6.1.5.4** Completed and detailed roof framing plans.
- 3.9.1.6.1.5.5** Final calculations required to meet this level of completion.

3.9.1.6.1.6 Mechanical/Plumbing

- 3.9.1.6.1.6.1** All HVAC sizing (ducts and equipment).
- 3.9.1.6.1.6.2** All air flow quantities noted.
- 3.9.1.6.1.6.3** All mechanical equipment and fixture schedules completed.
- 3.9.1.6.1.6.4** All pipe sizes noted.
- 3.9.1.6.1.6.5** Cathodic protection requirements specified.
- 3.9.1.6.1.6.6** Points-of-connection including invert elevations.
- 3.9.1.6.1.6.7** Completed riser diagrams.
- 3.9.1.6.1.6.8** All control diagrams shown and completed.
- 3.9.1.6.1.6.9** All details completed and referenced to the plans.
- 3.9.1.6.1.6.10** Final calculations required to meet this level of completion.

3.9.1.6.1.7 Electrical

- 3.9.1.6.1.7.1** All power, lighting and auxiliary systems plans reflecting complete circuiting.
- 3.9.1.6.1.7.2** Required single line drawings.
- 3.9.1.6.1.7.3** Completed panel schedules.
- 3.9.1.6.1.7.4** Electrical room details showing equipment in plan and elevation.
- 3.9.1.6.1.7.5** All special systems including grounding wells.
- 3.9.1.6.1.7.6** All details completed and referenced to the plans.
- 3.9.1.6.1.7.7** Fire alarm riser diagrams and zone schedules.
- 3.9.1.6.1.7.8** Final calculations required to meet this level of completion.

3.9.1.6.1.8 Specifications

- 3.9.1.6.1.8.1** Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
- 3.9.1.6.1.8.2** Final form technical specifications in CSI format.

3.9.1.6.2 Prepare 70 percent Construction Documents, including the following:

- 3.9.1.6.2.1** Complete drawings and specifications as required to reach a mid-point in the completion of the documents between the 50% and 90% requirements.

3.9.1.6.3 Prepare 90 Percent Construction Documents, including the following:

3.9.1.6.3.1 Drawings

- 3.9.1.6.3.1.1** Complete drawings containing all the information required for the 50 percent Construction Documents.

3.9.1.6.3.2 Specifications

- 3.9.1.6.3.2.1** Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

3.9.1.6.3.3 Calculations

- 3.9.1.6.3.3.1** Complete Civil, structural, mechanical, plumbing, and electrical calculations.

3.9.1.6.3.4 General

3.9.1.6.3.4.1 Incorporation of all requirements and specific direction given to the *Architect/Consultant* prior to the 90 percent CD Submittal.

3.9.1.6.3.4.2 Identify the need for special inspection services and specify types of special inspection required in the construction documents.

3.9.1.6.4 Prepare Final Construction Documents, including the following:

3.9.1.6.4.1 Drawings

3.9.1.6.4.1.1 Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

3.9.1.6.4.2 Specifications

3.9.1.6.4.2.1 Complete specifications, READY FOR BID stamped and signed by the architect and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

3.9.1.6.4.3 Calculations

3.9.1.6.4.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

3.9.1.6.4.4 General

3.9.1.6.4.4.1 The *Architect/Consultant* shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the Final Construction Documents Submittal. The *Architect/Consultant* shall provide the City a "Yellow Line" check set, confirming the quality control corrections to the Contract Documents.

3.9.1.6.4.4.2 The City shall give written approval of the final, corrected, Construction Documents prior to the *Architect/Consultant* proceeding with submittals to the City Purchasing Division for bidding or negotiation. The *Architect/Consultant* shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in **Exhibit "A"** and **Exhibit "B"**.

3.10 BIDDING PHASE

3.10.1 With approval of the Construction Documents and of the latest preliminary estimate of the Construction Cost by the *Architect/Consultant*, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

3.10.2 Upon authorization by the City to proceed with the bidding phase, the *Architect/Consultant* shall:

3.10.2.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the *Architect/Consultant* for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the *Architect/Consultant* and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, *Architect/Consultant* shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

3.10.2.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. *Architect/Consultant* shall maintain a log of all revisions to the documents.

3.10.2.3 Attend and participate in the Pre-bid meeting.

3.10.2.4 Participate in bid evaluation and recommendations.

3.10.3 The City shall advise the *Architect/Consultant* of the award of the Construction Contract, and establish a Pre-Construction Conference.

3.11 CONSTRUCTION ADMINISTRATION PHASE

3.11.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the *Architect/Consultant's* obligation to provide the services under Article 1 and, if applicable, Article 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, thirty (30) days after the date which is determined by the *Architect/Consultant* to be the date of Substantial Completion of the Project, whichever first occurs.

3.11.2 Upon authorization by the City to proceed with the construction phase, the *Architect/Consultant* shall:

3.11.2.1 MEETINGS. Attend and participate in the Pre-Construction Conference with the Construction Contractor. The *Architect/Consultant's* construction administration team shall participate in a "Partnering Meeting" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process. Attend and participate in weekly Construction Progress Meetings. Meeting dates, times, and place will be determined by the City.

3.11.2.2 SITE VISITS. Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. Such visits shall be scheduled weekly with the City Representative and shall be attended by the designated representative of the *Architect/Consultant*. *Architect/Consultant* shall at all times have access to the site during construction of the Project.

3.11.2.3 DEFECTIVE WORK. Advise the City of any defects or deficiencies in work by the Construction Contractor that the *Architect/Consultant* observes while visiting the site. The *Architect/Consultant* shall have authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written instrument. The *Architect/Consultant* shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the *Architect/Consultant* and Contractor shall communicate through the City's Representatives. All agreements shall be between the City and the Construction Contractor.

3.11.2.4 PAYMENT APPLICATIONS. If requested by the City, the *Architect/Consultant* shall review each Application for Payment submitted by the Contractor based on the *Architect/Consultant's* observations of the progress of construction of the Project, and certify the amounts due thereunder. The Certification for Payment shall constitute a representation by the *Architect/Consultant* to the City, based on the *Architect/Consultant's* observations at the Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the *Architect/Consultant's* knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon substantial completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the *Architect/Consultant*. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the *Architect/Consultant* has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

3.11.2.5 DOCUMENT REVISIONS. During construction, expeditiously furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for construction change directives required by errors or omissions. Construction change directive revisions shall be made on the CAD drawing or word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document. The *Architect/Consultant* shall maintain a log of all revisions to the documents.

3.11.2.6 INTERPRETATIONS. If requested by City, render interpretations which may be necessary for the proper execution or progress of the construction of the Project with reasonable promptness and render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the *Architect/Consultant* shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.

3.11.2.7 SUBMITTALS. Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" or "or approved equal" provision of the specifications. A prompt turn-around time from receipt by the *Architect/Consultant* to dispatch by the *Architect/Consultant* as to cause no delay in the construction of the Project is mandatory for review and distribution. Re-submittal review and

distribution time shall be prompt and not exceed seven (7) calendar days. After three (3) submittals, if the same item has not been approved, the City shall be notified of such.

3.11.2.8 RFI. Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including Contractor fixes and alternate means of construction, field/site conditions and those deemed to be frivolous, out of scope, and as a result of the *Architect/Consultant's* errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor. The *Architect/Consultant* shall have seven (7) calendar days from receipt of an RFI to prepare and distribute a response to the City. The *Architect/Consultant* shall have two (2) days to prepare and distribute a revised response.

3.11.2.9 CHANGE ORDERS. If requested by the City, prepare and sign Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the *Architect/Consultant* for the City's approval and execution in accordance with the Contract Documents.

3.11.2.10 DRAINAGE REPORT. Provide a Drainage Compliance Report, sealed by the Civil Engineer of record for the Project, acceptable to the City of Las Vegas Department of Building and Safety.

3.11.2.11 EXTERIOR LIGHTING ILLUMINATION LEVEL TESTING AND REPORT. Upon completion of the construction, provide testing and a report detailing the lighting illumination levels achieved in each area of the project, in accordance with Section 16520 Exterior Lighting of the City Design Standards, complete with a letter of compliance.

3.11.2.12 SUBSTANTIAL COMPLETION. Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

3.11.2.13 PUNCHLISTS. Participate in the development and resolution of Punch Lists.

3.12 POST CONSTRUCTION PHASE

3.12.1 The *Architect/Consultant* shall:

3.12.1.1 RECORD DOCUMENTS. Based upon the *Architect/Consultant's* knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The *Architect/Consultant* shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The *Architect/Consultant* shall prepare and submit one (1) set of completed documents in electronic and signed reproducible mylar form to the City.

3.12.1.2 WARRANTY. Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list. *Architect/Consultant's* shall include this provision in subconsultant agreements for the Project.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 1: GENERAL

- 1.1 The *Architect/Consultant* shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Agreement and other Exhibits for additional submittals and requirements.

ARTICLE 2: PROGRAMMING AND CONCEPTUAL DESIGN PHASE

- 2.1 Boundary and Topographic Survey.
2.2 Programming Report.
2.3 Conceptual Design Drawings.
2.4 Construction Cost Estimate.
2.5 Geotechnical Interpretive and Geotechnical Data Report.

ARTICLE 3: SCHEMATIC DESIGN AND MASTER PLANNING PHASE

- 3.1 Schematic Design Drawings and Specification Outline.
3.2 Construction Cost Estimate.

ARTICLE 4: DESIGN DEVELOPMENT PHASE

- 4.1 Drawings and Specifications.
4.2 Presentation Drawings, mounted.
4.3 Materials Board.
4.4 Flood/Hydrology Report draft, if required by governing authorities
4.5 Construction Cost Estimate.

ARTICLE 5: CONSTRUCTION DOCUMENT PHASE

- 5.1 If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Land Development Section, and written notice to the City of the submittal dates for each.
5.2 If required by governing authorities, Traffic Study submitted to City of Las Vegas Traffic/Electrical Field Operations Section, and written notice to the City of the submittal date.
5.3 Nevada Power, Sprint, and Las Vegas Valley Water District applications to their design departments, and written notice to the City of the submittal dates for each.
5.4 Construction drawings and specifications as described in the Scope of Services (**Exhibit "A"**) at 50%, 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with each submittal.
5.5 Building Permit Application.
5.6 Building Department and Land Development plan review permit applications.
5.7 Construction drawings and specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.

ARTICLE 6: BIDDING PHASE

- 6.1 Requested and necessary addenda.

ARTICLE 7: CONSTRUCTION ADMINISTRATION PHASE

- 7.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the *Architect/Consultant* under this Agreement, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The *Architect/Consultant* shall make this a contractual obligation of his sub-consultants. The *Architect/Consultant* may require the Contractor to sign a hold harmless agreement as a condition for releasing the electronic files.
7.2 Meeting Minutes if requested by the City's Project Representative.
7.3 Drainage Compliance Report.

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

- 1.1 The start date for the *Architect/Consultant's* scope of services shall be, without any further notice requirement, the date of this Agreement or the date that this Agreement is approved by the City Council, whichever occurs first.

ARTICLE 2: PHASE SCHEDULE

- 2.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	City Review Period
Programming and Conceptual Design	15	7 calendar days.
Schematic Design	45	14 calendar days.
Design Development	45	7 calendar days.
Construction Documents	60	City review is concurrent with drawings. See section 2.4.
Bidding	68	
Construction	180	
Post Construction	45	
TOTAL	458	

- 2.2 The calendar days to complete the work for the Programming and Conceptual Design Phase, Schematic Design Phase and the Design Development Phase include the City's review period in the table set forth in Section 2.1.
- 2.3 In conducting its review the City may, as needed, utilize at one time, or at separate times, all or any portion of the review time reserved to the City in the table set forth in Section 2.1, but in no event shall such use exceed the total set forth in the table for the Project phase. Any portion of the review period not used by the City for a particular phase may be added to the review period for a subsequent phase.
- 2.4 The 60 days allotted to complete the construction Document Phase commences with issuance of the authorization to proceed. This phase is completed when the Bid Documents are complete, ready for printing and distribution but excluded there from the review time taken by the Building Department and the Land Development Division of the Public works Department of the City.

ARTICLE 3: AVOIDABLE SCHEDULE DELAYS

- 3.1 The *Architect/Consultant* declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.
- 3.2 Although it is acknowledged that neither the City nor the *Architect/Consultant* have full control over these design approval processes, the *Architect/Consultant* shall be responsible for any damages to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.
- 3.3 Specifically, the *Architect/Consultant* is aware of the following local conditions for timely processing of required design approvals:
- 3.3.1 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Department of Building and Safety, and a separate package to the Department of Public Works, Land Development Section.

- 3.3.2 The Flood Study and Traffic Study need to be approved prior to Land Development accepting the construction permit application, and that these reviews can take many weeks to obtain.
- 3.3.3 The Land Development approval process generally takes longer than the Building Department approval process, and the submittals do not need to be simultaneous.
- 3.3.4 Upon approval of the Land Development package, the civil engineer of record is required to insert prints of the approved Land Development drawings into the Department of Building and Safety drawing package submittal prior to the final review and approval of the Building Department submittal, that this action is generally on the critical path of the Project schedule.
- 3.3.5 The Nevada Power Company design submittal precedes the Sprint submittal, and needs to occur a minimum of six (6) weeks prior to the submission of the building permit application for the Project. That the failure to submit the application as soon as the City has approved the site plan and the electrical engineer of record has estimated the electrical loads, generally results in the City having to bid and award the Construction Contract without the benefit of the power drawing, thus resulting in the need to proceed with the power construction work by change order rather than competitive bid during the Project bidding schedule, resulting in additional costs.
- 3.3.6 The application to the Las Vegas Water District must occur no later than six (6) weeks prior to the submission of the building permit application for the Project. The District conducts a dual approval process involving design plan review simultaneous with the interlocal agreement process, which requires official approval by both the District Board and the City Council. The District utilizes a "sticker" approval process prior to signatures.
- 3.4 **The Architect/Consultant hereby agrees to reimburse the City for any damages, delays, and additional costs** associated with any avoidable delays the *Architect/Consultant* could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief for this responsibility.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

PHASE	PERCENT	FEE	REMARKS
Programming and Conceptual Design	8%	\$26,000.00	
Schematic Design	15%	\$48,750.00	
Design Development	10%	\$32,500.00	
Construction Documents	45%	\$146,250.00	
Bidding	2%	\$6,500.00	
Construction	18%	\$58,500.00	[The combined Fee for Construction and Post Construction phases shall not be less than 20% of the total Fee.]
Post Construction	2%	\$6,500.00	
	TOTAL	\$325,000.00	

END OF EXHIBIT "D"

EXHIBIT "E"

HOURLY RATE SCHEDULE

ARCHITECT/CONSULTANT HOURLY RATES

The following hourly rates are to be used as the basis for negotiation of Additional Services as required. These labor rates are valid for the duration of the Project and include salary costs, overhead, administration and profit.

CLASSIFICATION	HOURLY RATE
Principal	\$125
Project Architect/Manager	\$95
Architect/Engineer	\$75
Designer	\$65
Specification Writer	\$65
Drafter/CAD Operator	\$65
Work Processor/Clerical	\$45

SUBCONSULTANT'S HOURLY RATES

Reference section 5.2.1 for the allowed sub-consultant billing multiplier.

Subconsultant: T & GRF Civil Engineering	
CLASSIFICATION	HOURLY RATE
Principal	\$130
Project Architect/Manager	\$115
Architect/Engineer	\$100
Designer	\$80
Specification Writer	\$70
Drafter/CAD Operator	\$60
Work Processor/Clerical	\$50

Subconsultant: Comfort Engineering	
CLASSIFICATION	HOURLY RATE
Principal	\$115
Project Architect/Manager	\$95
Architect/Engineer	\$85
Designer	\$70
Specification Writer	\$65
Drafter/CAD Operator	\$65
Work Processor/Clerical	\$45

ADDITIONAL SERVICES

Site specific seismic testing and investigation to determine the structural requirements under the building code.
Re-site Design of Splash Pad for Estelle Neal Park -\$15,000

For Additional Services of sub-consultants, the City shall compensate the *ARCHITECT/CONSULTANT* a multiple of **one and one tenth (1.10)** times the amounts billed to the Consultant for such services.

REIMBURSABLE EXPENSES None authorized or anticipated as of the date of this Agreement. For Reimbursable Expenses of the *ARCHITECT/CONSULTANT*, the City shall compensate the *ARCHITECT/CONSULTANT* a multiple of **one and one tenth (1.10)** times the actual direct costs incurred by the *ARCHITECT/CONSULTANT*. This multiple includes all compensation for overhead and profit.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

PROJECT MANAGER: Patrick Batte'

PROJECT REPRESENTATIVE:

ARCHITECT/CONSULTANT'S PROJECT STAFF

The following personnel will be assigned by the *Architect/Consultant* to work on the Project. Any changes require City approval.

PROJECT REPRESENTATIVE: Richard Marriotti

PRINCIPAL: Richard Marriotti

PROJECT LANDSCAPE ARCHITECT: Richard Marriotti

ARCHITECT/CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the *Architect/Consultant* to work on the Project. Any changes require City approval.

CIVIL ENGINEER: T&GRF Civil Engineering

STRUCTURAL ENGINEER: RL Balogh

MECHANICAL ENGINEER:

ELECTRICAL ENGINEER: Comfort Engineering

LANDSCAPE DESIGN: MLA

COST ESTIMATOR: EG Consultants

INTERIOR DESIGN:

SKATEPARK DESIGN:

AQUATIC DESIGN:

GEOTECHNICAL ENGINEER: Ninyo and Moore

LAND SURVEYOR: T&GRF Civil Engineering

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE DISCLOSURE NOT REQUIRED - FEE IS \$25,000 OR LESS

1. Definitions

"City" means the City of Las Vegas.

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

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

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

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	<u>Contracting Entity</u>
Name	Marriott Landscape Architecture
Address	258 Finestra Drive Henderson, NV 89074
Telephone	702-269-7808
EIN or DUNS	86-0858366

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement:</u> New 10.5 acre park design and construction documents.	
RFP #:	

Block 3	<u>Type of Business</u>		
☐ Individual	☐ Partnership	☐ Limited Liability Company	☒ Corporation

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

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Richard Marriott / President	258 Finestra Drive, Henderson 89074	269-7808
2.	Elaine Marriott / Secretary / Treasurer	258 Finestra Drive, Henderson 89074	269-7808
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

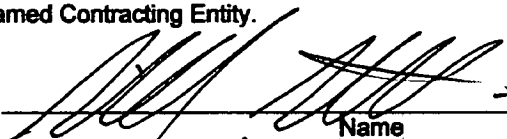
Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

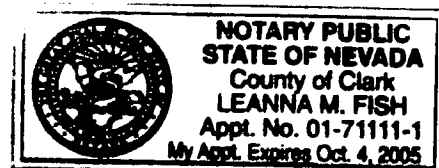


 Name
 8/6/04

 Date

Subscribed and sworn to before me this 6 day of

Aug, 2004.
Leanna M. Fish
 Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Off-Site Improvements Agreement with Clark County Development Services for improvements along Vegas Valley Drive located adjacent to the Water Pollution Control Facility - County

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Environmental

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Design is complete for the first phase of security upgrades at the Water Pollution Control Facility as recommended in the Vulnerability Assessment. Included in the project (WPCF - Contract 31) are improvements in the Clark County right-of-way on Vegas Valley Drive for which Clark County requires an Off-site Improvements Agreement.

RECOMMENDATION:

The Director of Public Works recommends that the City Council approve the Off-site Improvements Agreement with Clark County Development Services.

BACKUP DOCUMENTATION:

Off-site Improvements Agreement

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

APN: 161-10-401-004

HTE #: 04-6482

When recorded return to:
Bonding
Clark County Development Services
Civil Engineering Division

ACTION TAKEN

Mark Sigurdson

Date *2/1/05* *MB*



CLARK COUNTY DEPARTMENT OF DEVELOPMENT SERVICES

OFF-SITE IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into this day of _____, 2004, by and between:

City of Las Vegas
whose mailing address is:

6005 E. Vegas Valley Drive

Las Vegas, Nevada 89142

(702) 229-6200

hereinafter referred to as DEVELOPER and CLARK COUNTY, NEVADA, hereinafter referred to as COUNTY, for construction of off-site improvements at the following location:

Cross Streets: Vegas Valley and Sloan

Assessor's Parcel Number: 161-10-401-004

WHEREAS, DEVELOPER has submitted a plan to the COUNTY for a

Commercial Improvements to the existing Water Pollution Control Facility
(type of development); and

WHEREAS, the COUNTY requires construction of certain off-site improvements as part of said development.

NOW, THEREFORE, the parties to this agreement for and in consideration of the mutual promises herein contained and for other good and valuable considerations, do hereby agreed as follows:

1. OFF-SITE IMPROVEMENTS

The DEVELOPER, at his own cost, shall perform and complete all off-site work and improvements which may consist of, but not limited to, streets, street name signs, traffic signs, sewers, water systems, fire hydrants, curbs, gutters, sidewalks, street lighting, driveways, drainage facilities, accesses, survey monuments,

etc., hereinafter referred to as off-site improvements, said off-site improvements shall be constructed in accordance with applicable ordinances, regulations, standards and specifications, and other requirements of CLARK COUNTY, NEVADA.

2. PLANS APPROVED BY THE DIRECTOR OF DEVELOPMENT SERVICES

No off-site improvements shall commence until:

- (a) off-site improvement plans have been approved by the Director of DEVELOPMENT SERVICES or his authorized representative;
- (b) one-hundred percent (100%) of the plan-check and inspection fees have been paid;
- (c) performance security executed as required by CLARK COUNTY ordinances; and
- (d) an off-site permit has been issued by the Director of DEVELOPMENT SERVICES, or his authorized representative.

3. NOTICE OF COMMENCEMENT OF CERTAIN WORK

The DEVELOPER shall notify the Director of Development Services no less than 24 hours in advance of the date and hour work on any of the following items is expected to begin, and thereafter if conditions develop to delay the start of work, the DEVELOPER agrees to notify the Director of Development Services of the delay not less than two hours before work is scheduled to begin:

- Placing sewer, water, gas, power, telephone lines and fire hydrants.
- Back-filling of sewer, water, gas, power and telephone lines.

- Placing concrete for curb, gutter, sidewalk, valley gutters, storm drain structures, manholes, street lighting foundations and alley gutters.
- Placing Type I and Type II gravel base course.
- Priming base course.
- Placing street lighting and burn testing.
- Placing street name signs and traffic control signs.

4. APPROVAL OF WORK AFTER INSPECTION

- (a) Whenever the Director of Development Services or his duly authorized representative inspects portion of work as mentioned hereinbefore, and finds the work performed to be in a satisfactory condition for inclusion in the completed project, the Director of Development Services or his duly authorized representative shall issue a statement of inspection which shall permit the DEVELOPER to perform the next phase of the construction. Ordinarily, not less than one continuous block of any one of the items of work mentioned will be approved.
- (b) Inspection and approval of any item of work shall not forfeit the right of the COUNTY to require the corrections of quality, workmanship or materials at any time prior to the final acceptance of the project by the Director of Development Services, although previously approved by an oversight.
- (c) Nothing herein shall relieve the DEVELOPER of the responsibility for proper construction of the off-site improvements and DEVELOPER shall maintain said improvements until the work has been accepted by the Director of Development Services.

5. ADJUSTMENT TO EXISTING UTILITIES AND COST THEREOF

The DEVELOPER shall, at its sole expense, provide for adjustments necessary to all existing utilities because of the work required by this agreement.

6. FULL COMPLIANCE WITH COUNTY REQUIREMENTS

The DEVELOPER shall perform and complete all off-site improvements in accordance with the regulations, specifications, and ordinances of the said County of Clark, and the construction plans approved by Clark County Development Services Department.

The DEVELOPER shall obtain all required permits from other County, State, and Federal agencies, including but not limited to Clark County Health District, Nevada

Department of Environmental Protection, and United States Army Corps of Engineers.

The COUNTY shall have the right to require corrections to the construction plans by the DEVELOPER at any time before release of the bond (performance bond, cash deposit, or agreement in lieu of bond) required herein, of any item or items contained in this agreement which do not conform to COUNTY standard specifications, laws, regulations or ordinances, even though the plans for the item in question may have been approved by the Director of Development Services.

The DEVELOPER shall start said off-site improvements upon receipt of a COUNTY-approved off-site permit and said off-site improvements shall be completed prior to expiration of said permit in accordance with the required ordinances.

In the event the DEVELOPER fails to complete said improvements within said period or in the event the DEVELOPER in the COUNTY's opinion has created a safety hazard, the COUNTY, at its option, may proceed to complete said improvements at the expense of the DEVELOPER. The COUNTY may use the required performance bond as provided for hereinafter.

7. OTHER CONDITIONS AND REQUIREMENTS

The DEVELOPER further agrees that, in addition to the above requirements, any and/or all such conditions, stipulations and agreements made by the DEVELOPER and the Board of County Commissioners and/or County Planning Commission of Clark County shall be fully performed.

The DEVELOPER further agrees that all work is to be performed by a qualified contractor licensed to do business in the State of Nevada and the County of Clark.

The DEVELOPER shall maintain, protect and take care of all work areas for the project, including any adjacent existing improvements, until its completion and acceptance by Clark County. Maintenance of any inhabited area of the development, and the adjacent streets and/or neighborhoods, shall include, but not be limited to, sweeping of the streets and keeping the gutters free of dirt and debris.

The DEVELOPER shall obtain a dust control permit from the Clark County Department of Air Quality for the development. The DEVELOPER is responsible for compliance with Clark County Air Quality regulations and must maintain the dust control for the entire development area until all of the off-site improvements are accepted.

During move-in, construction and move-off, the DEVELOPER shall keep the site free and clear from dangerous accumulation of rubbish and debris and shall maintain sufficient and proper barricades, lights, etc., in accordance with the latest manual on the placement of traffic control devices accepted by the Department of

Development Services for the protection of the public. Also, after excavation or placement of gravel, if the sub-grade and/or gravel base material is left exposed and in the opinion of the Director of Development Services is not properly maintained, thus causing either a rough riding surface or a dust problem, the Director of Development Services may require the DEVELOPER to do whatever is necessary to provide an adequate travel-way. If a detour is needed, the Director of Development Services shall determine to what extent it shall be maintained, which shall include the placing of temporary paving, if it is to be used for an extended period of time.

Final acceptance of the work will not be made by the COUNTY until the area (falling under this agreement) and adjacent property has been cleared of all rubbish, surplus materials and equipment resulting from the contractor's operations, to the satisfaction of the Director of Development Services.

8. **LIABILITY**

Without waiving the limitations of liability in Chapter 41 of the Nevada Revised Statutes, the DEVELOPER shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, volunteers, and employees, against and from any and all liability, loss, damage, claims, fines, demands, causes of action, costs, expenses, and judgments of whatsoever nature, including but not limited to reasonable costs of investigation, reasonable attorney's fees and expenses, all reasonable expert witness fees and expenses, and all court or arbitration or other alternative dispute resolution costs which result from injury to or death of any persons whomsoever, and/or against and from damage to or loss or destruction of property whatsoever when such injury death, loss, destruction or damage is due to or arises in connection with or as a result of any work done by the DEVELOPER in connection with the construction of the off-site improvements, and/or arises of or in connection with DEVELOPER's performance or failure to perform the terms and conditions of this agreement. This Section 8 survives termination or completion of this agreement.

9. **PLAN REQUIREMENTS ON COMPLETION OF IMPROVEMENTS**

Upon completion of all the off-site improvements within the COUNTY right-of-way required hereby and prior to release of any performance security, the DEVELOPER shall furnish the Director of Development Services with an as-built plan which shall accurately indicate, by lettered dimensions, the location of all manholes, the location size and depth of all sewer mains, underground water, power, gas, and other lines, with street plans and profiles for the same, including laterals and "Y's" for connection of house service lines.

10. **WARRANTY**

The DEVELOPER is responsible should any original or developed defects or

failures appear within a period of one year from the date of acceptance of the work by the COUNTY. The DEVELOPER shall, at his own expense, make good such defects and failures and make all replacements and adjustments required, within thirty (30) days after being notified by the COUNTY to do so. All repairs shall be subject to the approval of the Director of Development Services and/or the Director of Public Works.

This agreement does not limit or relieve DEVELOPER from any other obligation or responsibility which the DEVELOPER may otherwise have as a result of the street improvements, including any damages or latent defects which may occur beyond the warranty period specified above. Furthermore, DEVELOPER, at all times, is not relieved of any obligation or responsibility it may have by law including but not limited to damages for latent deficiencies, injury to real or personal property or injury to or wrongful death of a person, (N.R.S. 11.204).

11. REQUIREMENTS OF PERFORMANCE BOND OR OTHER SECURITY

DEVELOPER shall furnish without cost to the COUNTY a surety and performance bond, cash deposit or agreement in lieu of bond for the full cost of said off-site improvements in favor of the COUNTY conditioned upon the DEVELOPER completing said off-site improvements within the time period prescribed by this agreement. Also, in the event the COUNTY exercises its option to complete said off-site improvements, that said bond, cash deposit or agreement in lieu of bond shall be used for the payment of the costs of completion of said off site improvements by the COUNTY in case the DEVELOPER fails to do so within said time period.

If the construction or installation of any off-site improvements or facilities for which a bond, cash deposit or agreement in lieu of bond is posted are not completed within the time frame of the off-site permit issued for the development; or if the DEVELOPER has suspended work and has failed to provide continued construction during the past 60 days; or if in the event the DEVELOPER, in the COUNTY's opinion, has created a safety hazard; or if such construction is not in accordance with applicable standards and specifications as prescribed by law, then, in either or any such event, the COUNTY may, at its option, proceed to complete said off site improvements at the expense of the DEVELOPER under this bond as provided for hereinafter.

That DEVELOPER acknowledges that the bond provided for in this agreement to construct the off-site improvements is only based upon an estimate of their cost by the Engineer of the County and in the event that actual cost of said off-site improvements shall exceed such sum, DEVELOPER is in no way relieved by this agreement from paying the entire amount of such excess.

Any application for release of said bond or cash deposit upon the completion of the off-site improvements by the DEVELOPER shall not be granted unless

accompanied by a written certificate from the Director of Development Services stating that all requirements hereof have been satisfactorily completed in accordance with the terms of this agreement.

12. CERTIFICATE OF OCCUPANCY

No certificates of occupancy shall be granted until such time as the off-site improvements have been completed to the satisfaction of the Director of Development Services, and in accordance with this agreement. The granting of a certificate of occupancy does not relieve DEVELOPER of its obligations in this agreement.

The granting of a certificate of occupancy does not imply that the off-site improvements have been properly completed nor authorize the release of the performance bond or other security.

13. CERTIFICATE OF RELEASE

Upon final acceptance, by the Director of Development Services, of all of the off-site improvements required to be constructed by DEVELOPER as herein provided, DEVELOPER shall be issued a certificate of release of said performance bond or cash deposit, which shall be issued by the Director of Development Services.

14. NO THIRD PARTY BENEFICIARY

Any inspections or subsequent approvals undertaken by the COUNTY pursuant to express or implied terms of this agreement are undertaken solely to insure compliance with the terms of this agreement and are not undertaken for the benefit of any individual or group of individuals as members of the public. It is not intended by any of the provisions of any part of this agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement. Provisions in this agreement dealing with inspections, approvals or changes requested or made do not expand the COUNTY's general law duties.

15. ASSIGNMENTS

DEVELOPER cannot assign this agreement, in whole or in part, or any rights herein granted, without the written consent of the COUNTY and it is agreed that any attempted transfer or assignment of this agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void at the option of the COUNTY.

16. AGREEMENT TO BE RECORDED

The DEVELOPER agrees that this agreement will be recorded upon the land described in Exhibit "A" and this agreement shall also be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns. DEVELOPER and any heirs, executors, administrators, successors and assigns, if any, shall be jointly and severally liable for DEVELOPER's obligations herein.

17. WAIVER

None of the conditions of this agreement shall be considered waived by either party unless such waiver is in writing and signed by both parties. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of the agreement expressly stipulated in such waiver.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals.

STATE OF NEVADA)
) SS
COUNTY OF CLARK)

This instrument was acknowledged before me this
____ day of _____
20____, by _____

NOTARY PUBLIC in and for said County and
State.

CORPORATION CERTIFICATE

I, _____, certify that I am
the Secretary of the Corporation named as
Developer in the foregoing document; that
_____ was
then President/President of said corporation; that
said document was duly signed for and on behalf
of said corporation by authority of its governing
body and is within the scope of its corporate
powers.

SECRETARY

STATE OF NEVADA)
) SS
COUNTY OF CLARK)

Signed or attested before me on this _____ day
of _____ 20____ by
CARLA J. PEARSON.

NOTARY PUBLIC in and for said County and
State

BCC standard form approved July 16, 2002

APPROVED AS TO FORM:

Robert S. Zwaan 8-16-04
Date

DEVELOPER:

NOTARY STAMP:

**COUNTY OF CLARK, a political subdivision
of the State of Nevada**

**BY _____
CARLA J. PEARSON,
DEPARTMENT OF DEVELOPMENT SERVICES**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Professional Services Agreement with Larson and Associates for the design services of El Campo Grande Bradley Park located at El Campo Grande Avenue and Bradley Road (\$113,500 - Residential Construction Tax) - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$113,500

☒

Budget Funds Available

Dept./Division: Public Works/Eng. Integration

☐

Augmentation Required

Funding Source: Residential Construction Tax

PURPOSE/BACKGROUND:

To design a 4-acre family park and recreation site consisting of a children's water feature play area, turf activity area, walkway path, tot lot play equipment areas with fabric covers, restroom building, and several ramada shade structures.

RECOMMENDATION:

That the City Council approve the negotiated Professional Service Agreement with Larson Associates for the design services of El Campo Grande Bradley Park in the amount of \$113,500 and approve an additional services contingency reserve of \$15,000.

BACKUP DOCUMENTATION:

Professional Services Agreement

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

PROFESSIONAL SERVICES AGREEMENT FOR EL CAMPO GRANDE BRADLEY PARK

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 1st day of September, 2004, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (the "City") and LARSON AND ASSOCIATES, (the "Architect/Consultant").

RECITALS

WHEREAS, the City intends to construct **EL CAMPO GRANDE BRADLEY PARK** (herein the "Project"), within the City of Las Vegas, for an estimated Construction Cost of \$1,300,000.00; and

WHEREAS, the City desires to retain the services of the *Architect/Consultant* for the purpose of providing the design and the preparation of the bid documents necessary for the construction of the Project, said services as set forth in this Agreement and **Exhibit "A"** (Scope of Services) attached hereto; and

WHEREAS, the *Architect/Consultant* hereby represents to the City that the *Architect/Consultant* is properly licensed pursuant to Chapter 623, 623A or 625 as required for the Project, of the Nevada Revised Statutes within the State of Nevada, and possess the special knowledge, skills and expertise to perform the services required herein.

NOW, THEREFORE, in view of the above premises, the City and the *Architect/Consultant* agree as set forth below:

ARTICLE 1: ARCHITECT/CONSULTANT'S BASIC SERVICES

1.1 GENERAL

1.1.1 The *Architect/Consultant* agrees to provide the services set forth in this Article and in **Exhibit "A"** (Scope of Services) and **Exhibit "B"** (Required Submittals), attached hereto.

1.1.2 The *Architect/Consultant* shall perform the services required under this Article as expeditiously as is consistent with professional Skill and care and the orderly progress of the Project. The *Architect/Consultant* shall submit for the City's approval a schedule for the Performance of services which may be adjusted as the Project proceeds, including allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The *Architect/Consultant* shall not, except for reasonable cause, exceed time limits established by this schedule approved by the City. The Time Schedule for Performance of the *Architect/Consultant's* services is set forth in **Exhibit "C"** (Performance Schedule) attached hereto.

1.1.3 The *Architect/Consultant* shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the *Architect/Consultant*. The City's approval of the Contract Documents shall not relieve the *Architect/Consultant* of any responsibility for the professional and technical accuracy of any documents prepared by the *Architect/Consultant*.

1.1.4 The City's review, approval, acceptance or payment for any of the services performed by the *Architect/Consultant* shall not be construed as a waiver of any rights of the City under this Agreement.

1.1.5 The *Architect/Consultant's* basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution.

1.1.6 The *Architect/Consultant* shall pay any and all damages, costs and expenses caused by, resulting from, or arising out of the negligent performance of the services required under this Agreement by the *Architect/Consultant* or sub-consultants.

ARTICLE 2: ADDITIONAL SERVICES

2.1 GENERAL

2.1.1 The services described under this Article shall only be provided by the *Architect/Consultant* if requested in writing by the City.

2.2 PROJECT REPRESENTATION BEYOND THE BASIC SERVICES

2.2.1 If more extensive representation at the Project site is required for the City's protection, the *Architect/Consultant* agrees to more Project Representatives to assist in carrying out the on-site responsibilities. Such Project Representatives shall be selected, employed and directed by the *Architect/Consultant*. The duties, responsibilities and limitation of authority of Project Representatives shall be the same as the *Architect/Consultant*.

2.2.2 The *Architect/Consultant* shall endeavor to further protect the City against defects and deficiencies in the construction of the Project through the observations by the Project Representatives, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the *Architect/Consultant* as described elsewhere in this Agreement.

2.3 ADDITIONAL SERVICES

2.3.1 The *Architect/Consultant* agrees to revise the Contract Documents when such revisions are (i) inconsistent with approvals or instructions previously given by the City, including revisions made necessary by adjustments in the City's budget for the Project or (ii) required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents.

2.3.2 The *Architect/Consultant* agrees to provide services required because of significant changes in the scope of the Project including, but not limited to the size, quality, complexity, or time schedule, except for services required under Section 6.2.5.

2.3.3 The *Architect/Consultant* agrees to prepare drawings, specifications or other documentation evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

2.3.4 Providing consultation concerning the replacement of that portion of the Project damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

2.3.5 The *Architect/Consultant* agrees to provide such services made necessary by the default of the Contractor, by major defects or deficiencies in the construction of the Project, by the Contractor, or by the failure of the performance of the Contractor under the Construction Contract.

2.3.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding, or other legal proceeding (except for City Council Meeting(s) or similar meetings when requested by the City).

2.3.7 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

ARTICLE 3: CITY'S RESPONSIBILITIES

3.1 The City shall provide full information regarding requirements for the Project, including a pre-design program, which shall set forth the City's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

3.2 The City shall confirm and update the overall budget for the Project, including the Construction Cost and any reasonable contingencies related thereto.

3.3 The City shall designate a representative authorized to act on the City's behalf with respect to the Project as provided in Section 10.2. Such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the *Architect/Consultant* in order to avoid unreasonable delay in the orderly progress of the *Architect/Consultant's* services.

3.4 The City shall furnish the services of consultants when such services are reasonably required by the scope of the Project and are requested by the *Architect/Consultant*.

3.5 The City shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

3.6 The City shall promptly notify the *Architect/Consultant* in writing of any fault or defect in the Project or nonconformance with the Contract Documents.

3.7 The proposed language of certificates or certifications requested of the *Architect/Consultant* or sub-consultants shall be submitted to the *Architect/Consultant* for review and approval at least 14 days prior to execution. The City shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

3.8 The City shall guarantee access to, and make all necessary provisions for the *Architect/Consultant* to enter upon the Project site as may be required to perform the service under this Agreement.

3.9 The City and its designated representative shall examine the studies, reports, sketches, estimates, specifications, proposals and other documents presented by the *Architect/Consultant* providing responses and decisions, promptly, in writing. The City shall advertise for proposals from qualified bidders, bid the Project, and pay all costs related to the bid process.

ARTICLE 4: CITY'S REVIEW PROCESS

4.1 Upon receipt of any documents furnished by the *Architect/Consultant*, the City's Project Manager shall have five (5) working days for preliminary review of such documents. The City's Project Manager will determine whether the documents comply with the scope of the Project. After the preliminary review, if the City's Project Manager determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the *Architect/Consultant* and request documents which are Professionally complete and appropriate, per AIA Standards, and **Exhibit "B"** attached, for each basic service phase submitted. The decision by the City's Project Manager in this matter shall be final.

4.2 If the City's Project Manager determines, after requesting the *Architect/Consultant* to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City may; i) declare the *Architect/Consultant* in default, or (ii) demand a letter of explanation from the *Architect/Consultant* as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the *Architect/Consultant*, at *Architect/Consultant's* own expense, shall furnish additional sets of all documents, based on the quantity set forth in **Exhibit "B"**, that are sufficient, adequate and complete in the discretion of the City's Project Manager for review by the City. The *Architect/Consultant*, at *Architect/Consultant's* own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the *Architect/Consultant* presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

4.3 The City's review period in the Project Schedule shall not begin until the City's Project Manager determines that the documents presented by *Architect/Consultant* fully comply with the requirements for the Design Phase. After the City's Project Manager determines that the documents comply with such requirements, the City shall begin a review of the documents.

4.4 After the City reviews the documents, one (1) set of the documents shall be returned to the *Architect/Consultant* with comments and corrections noted thereon. The *Architect/Consultant* shall make the changes necessitated by the corrections or other comments into the final documents, and return the correction set with the corrected documents.

4.5 The *Architect/Consultant* shall review with the City alternative approaches to the design and construction of the Project. Prior to City's approval of the documents, *Architect/Consultant* shall furnish written responses to City's correction(s) comments(s) change(s), which state the action taken and reason for such action for each item presented by the City. After all such correction or changes have been made and comments have been addressed to City's satisfaction, the *Architect/Consultant* shall furnish one reproducible mylar set of all final documents to the City, including electronic media, complying with Item 7.1 herein.

ARTICLE 5: COMPENSATION

5.1 BASIC SERVICES COMPENSATION

5.1.1 The City agrees to pay the *Architect/Consultant* as compensation for the services provided under **Article 1** of this Agreement the amount of the fixed Fee for each of the phases set forth in **Exhibit "D"** (Fee Breakdown), which shall be paid pursuant to monthly invoices.

5.1.2 The Construction Phase Fee set forth in **Exhibit "D"** shall be paid based upon the percentage of construction completed for the Project.

5.1.3 In no event shall the total amount of compensation to be paid to the *Architect/Consultant* exceed the total fixed Fee set forth in **Exhibit "D"**, unless written authorization is given by the City.

5.2 ADDITIONAL SERVICES COMPENSATION

5.2.1 The City agrees to compensate the *Architect/Consultant* for the Additional Services provided under **Article 2**, either a lump sum, or an hourly fee based upon the hourly fee schedule set forth in **Exhibit "E"** (Hourly Rate Schedule) attached hereto, whichever is approved in writing by the City. Additional Services shall not be compensated unless confirmed in writing by the City.

5.3 REIMBURSABLE EXPENSES

5.3.1 The *Architect/Consultant* has included all expenses in the fixed Fee compensation for Basic Services, and no Reimbursable Expenses are anticipated or authorized by this Agreement, except as may be specifically stated in **Exhibit "E"**. Reimbursable Expenses may include, if authorized by the City in writing and in advance of the occurrence of the expense, such expenses as transportation expenses in connection with authorized out-of-town travel, extensive long distance telephone communications, fees paid for securing approval of authorities having jurisdiction over the Project, expense of reproductions, postage and handling of Drawings, Specifications and other documents beyond Basic Services, expense of renderings, models and mock-ups requested by the City beyond Basic Services, and the expense of overtime work requiring higher than regular rates. Reimbursable Expenses shall not be compensated unless confirmed in writing by the City.

5.4 INVOICE

5.4.1 The *Architect/Consultant* may invoice for approved and completed work on a monthly basis. The City Project Manager will notify the *Architect/Consultant* of any problems regarding payment of the invoice within (14) days of the received invoice. If no notification or response is received from the City Project Manager within the stated period of time, the *Architect/Consultant* shall expect prompt payment of the submitted invoice within a period of sixty (60) days. If the payment period exceeds sixty (60) days, the *Architect/Consultant* will contact the City Project Manager to resolve any problem or delay. If the resolution of any delay is not satisfactory to the *Architect/Consultant*, the *Architect/Consultant* may submit a seven (7) day written notice to the City. If payment is not received within the seven (7) day period, the *Architect/Consultant* may submit a request for approval of the following remedies: 1. Defer progress on the Project, until such time as payment is received and re-adjust the Project schedule accordingly. 2. The *Architect/Consultant* may petition the City for an increase in fees, to reimburse the substantiated costs of late payments and extended schedule. Either option to remedy, with concurrence by City Staff, may be exercised by the *Architect/Consultant*.

5.5 RETAINAGE

5.5.1 Upon approval, the City shall pay to the *Architect/Consultant* ninety-five percent (95%) of the amount of the monthly invoice with the remaining **five percent (5%)** being retained for the purpose set forth in the Section "Right To Off-Set" of this Agreement.

5.5.2 If the *Architect/Consultant* is delayed by conditions within its control, as determined by the City after consultation with the *Architect/Consultant*, the City shall have the right to increase the amount of the retainage up to **ten percent (10%)** until such time as the *Architect/Consultant* has complied with the Performance Schedule or presented an acceptable plan for such compliance.

5.6 RIGHT TO OFF-SET

5.6.1 The City's Project Manager may subtract or offset the unpaid invoice from the *Architect/Consultant* any damages, costs and expenses caused by, resulting from, or arising out of the negligent acts or omissions of the *Architect/Consultant* in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the *Architect/Consultant*. The City's Project Manager shall provide a written statement to the *Architect/Consultant* of the damages, costs and expenses, which have been subtracted from any payment to the *Architect/Consultant* along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the *Architect/Consultant*. If the *Architect/Consultant* disputes the right or amount of the deduction made by the City, the *Architect/Consultant* may file a claim pursuant to Section 8.3 of this Agreement.

5.7 FINAL PAYMENT

5.7.1 Upon completion by the *Architect/Consultant* of the services required under this Agreement, and acceptance of such services by the City, (which acceptance will not be unreasonably withheld,) the *Architect/Consultant* will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services, including the retained percentages.

ARTICLE 6: CONSTRUCTION COST

6.1 DEFINITION

6.1.1 The Construction Cost shall be the total cost or estimated cost to the City of all elements of the Project designed by the *Architect/Consultant*. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the City and equipment design, specified, selected or specially provided for by the *Architect/Consultant*, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

6.1.2 The Construction Cost does not include the compensation of the *Architect/Consultant* and sub-consultants, the costs of the land, rights-of-way, financing or other costs that are the responsibility of the City as provided in Article 3.

6.2 RESPONSIBILITY FOR CONSTRUCTION COST

6.2.1 Evaluations of the City's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the *Architect/Consultant*, represent the *Architect/Consultant's* best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the *Architect/Consultant* nor the City has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding, market or negotiating conditions. Accordingly, the *Architect/Consultant* cannot and does not warrant or represent that the bids or negotiated prices will not vary from the City's Project budget or from the estimate of Construction Cost or evaluation prepared or agreed to by the *Architect/Consultant*.

6.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the *Architect/Consultant* shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased by the amount of any increase in the Construction Cost occurring after execution of the Construction Contract.

6.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the *Architect/Consultant* submits the Construction Documents to the City, the Project budget or fixed limit of Construction Cost may be adjusted by the *Architect/Consultant* to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

6.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 6.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the City shall (i) give written approval of an increase in such fixed limit; (ii) authorize re-bidding or renegotiating of the Project within a reasonable time, (iii) cooperate in revising the Project scope and quality as required to reduce the Construction Cost, or (iv) cancel the Project.

6.2.5 If the City chooses to proceed under option (iii) of Section 6.2.4, the *Architect/Consultant*, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit. This modification of Contract Documents shall be the limit of the *Architect/Consultant's* responsibility arising out of the establishment of the fixed limit.

ARTICLE 7: OWNERSHIP OF DOCUMENTS

7.1 The Construction Documents and other documents prepared by the *Architect/Consultant* for this Project are instruments of the *Architect/Consultant's* service for use by the City of Las Vegas with respect to this Project and, unless otherwise provided, the *Architect/Consultant* shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. However, the documents prepared as instruments of service are the property of the City except as prohibited by law. The reports, plans, design concepts, information, data, and similar documents which are given, prepared or assembled by the *Architect/Consultant* or any consultants and subcontractors under this Agreement shall not be made available to any individual or organization without the prior written consent of the City except for presentations, awards, or publication through the media. City shall have access to such documents as needed. In the event of the termination of this AGREEMENT, prior to the completion and stamping of construction documents, the City reserves the right to engage a new *Architect/Consultant* to redraw such documents.

7.2 The City retains contractual rights to all design concepts developed by the *Architect/Consultant*.

7.3 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not

to be construed as publication in derogation of the *Architect/Consultant's* reserved rights.

ARTICLE 8: ARBITRATION

8.1 FEE DISPUTES

8.1.1 Any Fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnished to the *Architect/Consultant*. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the *Architect/Consultant* receives its copy of such decision, the *Architect/Consultant* mails or otherwise furnishes the City Manager a written request to appeal the decision. Upon receipt of such request, the City and the *Architect/Consultant* shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach such an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City for such selection. The decision of the arbitrator, or arbitrators, as the case may be for the determination of any such appeal, shall be final and conclusive. The *Architect/Consultant* shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute hereunder, the *Architect/Consultant* shall proceed diligently with the performance of the work to be performed under this Agreement and in accordance with the City Manager's decision.

8.1.2 If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the *Architect/Consultant* are services entitled to additional compensation, the *Architect/Consultant* agrees to notify the City prior to providing such services of the *Architects/Consultants* intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording the City the opportunity to monitor and verify the performance of such services and failure to provide the City with such notice shall constitute a waiver of such claim.

8.2 NON-FEE DISPUTES

8.2.1 All non-Fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the Nevada Arbitration Association or 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 *Architect/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 *Architect/Consultant* shall be specifically enforceable under the prevailing arbitration law.

8.3 CONSENT TO ARBITRATION

8.3.1 In the event that the City is named as a party to any arbitration action or commences an arbitration action against a party other than the *Architect/Consultant*, which arises out of, from, or is connected with the construction of the Project, or the performance of the *Architects/Consultants* under this Agreement, the *Architect/Consultant* agrees and irrevocably consents, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the *Architect/Consultant* is conditioned upon the handling of such arbitration in accordance with arbitration rules of the Nevada Arbitration Association or the American Arbitration Association. None of the time provisions imposed under subsections 8.3.2 and 8.3.3 apply to the joinder rights provided herein in such a way as to preclude the City from joining the *Architect/Consultant* as a party to any arbitration proceeding in which the City commences or is named as a party and which arises out of, or results from, the construction of the Project. If the *Architect/Consultant* is named as an additional party by the City, the *Architect/Consultant* shall not be entitled to any additional compensation from the City as a result of preparing for, or participating in, the arbitration.

8.3.2 In order for the *Architect/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 *Architect/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.

8.3.3 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 Nevada Arbitration Association or 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.

8.3.4 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.

8.3.5 The award rendered by the arbitrators shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

8.3.6 By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the Mediation Rules of the Nevada Arbitration Association or 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.

ARTICLE 9: TERMINATION, SUSPENSION OR DEFAULT

9.1 CITY'S RIGHT OF TERMINATION FOR CONVENIENCE

9.1.1 The City shall have the right to terminate this Agreement without cause or default on the part of the *Architect/Consultant* and such termination shall become effective immediately upon service of notice as provided in Section 10.11. In the event of the termination of this Agreement pursuant to this Section, the *Architect/Consultant* shall be compensated for any unpaid services rendered prior to the effective date of the termination in the amount determined by the Project Manager.

9.2 CITY'S RIGHT OF TERMINATION FOR CAUSE

9.2.1 Upon the occurrence of an Event of Default (hereinafter defined), the City shall have the right, without prejudice to any other right or remedy it may have at law or equity, to: (i) terminate this Agreement, suspend payment of all pending invoices otherwise due to *Architect/Consultant* hereunder, and finish this Agreement by such means as deemed appropriate by the City. The City may deduct from any balance due *Architect/Consultant*, the cost of completing this Agreement. If the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budgeted for the Project, or in the event the cost of finishing the *Architect/Consultant's* performance of this Agreement exceeds the balance due the *Architect/Consultant*, such excess shall be paid by the *Architect/Consultant* to the City within five (5) days of invoicing by City, or (ii) terminate this Agreement and the obligations imposed hereunder, including the obligation of any further payment for the services of the *Architect/Consultant* except for the reasonable value for the services performed to the date of termination.

9.2.2 For purposes of this Agreement, an "Event of Default" is deemed to have occurred if the *Architect/Consultant*:

- A.** Voluntarily terminates operations or consents to the appointment of a receiver, trustee or liquidator of all or a substantial portion of the *Architect/Consultant's* assets;
- B.** Be adjudicated bankrupt or insolvent, or file a voluntary petition in bankruptcy admitting in writing an inability to pay debts as they become due;
- C.** Make a general assignment for the benefit of creditors;
- D.** File a petition or answer seeking the reorganization of the *Architect/Consultant* or an arrangement with creditors or take advantage of any insolvency law, or if action shall be taken for the purpose of effecting any of the foregoing;
- E.** Suffer the levy or execution of any writ or warrant upon any property or an asset of the *Architect/Consultant* which continues unvacated and in effect for a period of thirty (30) days; or
- F.** Neglects to properly perform the services required hereunder in accordance with the time schedule which has been agreed upon between the parties hereto for the Project, and such Event of Default continues for seven (7) calendar days after written notice has been provided to the *Architect/Consultant* pursuant to Section 10.11.

9.2.3 In the event City performs, or hires others to perform, any of the services required under this Agreement because of the default of the *Architect/Consultant*, the cost thereof, plus an additional ten percent (10%) to cover City's overhead expenses, shall be promptly paid by the *Architect/Consultant* to the City.

9.2.4 The costs and expenses of completing the services of the *Architect/Consultant* shall be computed and audited by the Project Manager whose certification thereof shall be final and binding upon the parties. The audit shall be made in accordance with generally accepted accounting

principles and the *Architect/Consultant* shall pay the costs of such audit.

9.2.5 The City reserves the right to offset any and all claims made by the *Architect/Consultant* for payment of Fees hereunder or the reimbursement of additional costs it incurred with any claims that City might have against the *Architect/Consultant* for failure to comply with any of the terms and conditions of this Agreement.

9.3 SUSPENSION BY THE CITY

9.3.1 If the Project is suspended by the City for more than thirty (30) consecutive days, the *Architect/Consultant* shall be compensated for services performed prior to issuance of the written notice of such suspension. When the Project is resumed, the *Architect/Consultant's* compensation shall be reviewed and, upon approval by the City, equitably adjusted to provide for expenses, if any, resulting from the interruption and resumption of the Project.

9.4 RIGHT OF TERMINATION

9.4.1 The *Architect/Consultant* shall have the right to terminate this Agreement if the Project is abandoned by the City for more than 90 days, or the City fails to make payment to the *Architect/Consultant* for the services performed under this Agreement (unless there exists a dispute between the parties concerning such payment), and the *Architect/Consultant* has given 30 days written notice to the City of the failure to make such payment. In the event of termination as provided under this Section, the *Architect/Consultant* shall be compensated for any unpaid services rendered prior to the effective date of the termination, along with any unpaid Reimbursable Expenses.

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1 THE CITY'S PROJECT MANAGER

10.1.1 The individual designated as the Project Manager is indicated in **Exhibit "F"** (Key Personnel List), or if no name is so indicated, the *Architect/Consultant* shall be notified in writing by the City as to the individual designated as the Project Manager. The City's Project Manager shall have complete authority to transmit instructions, to receive information, and to interpret and define the City's policies and decisions with respect to the materials, equipment elements, and systems which are pertinent to the Project to be performed under this Agreement and to approve changes to the scope of the Project that does not affect compensation.

10.2 THE CITY'S PROJECT REPRESENTATIVE

10.2.1 The individual designated as the Project Representative is indicated in **Exhibit "F"** (Key Personnel List), or if no name is so indicated, the *Architect/Consultant* shall be notified in writing by the City as to the individual designated as the Project Representative. The City's Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Project Manager, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The City Representative shall be responsible for written minutes of such meetings, and to distribute copies.

10.3 ARCHITECT/CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

10.3.1 The services required under this Agreement shall be performed by the key employees, or by approved sub-consultants identified in **Exhibit "F"** (Key Personnel List). In the event a key employee or sub-consultant is unable to provide the services required under this Agreement for any reason, the *Architect/Consultant* will, with City approval, replace such personnel. If the *Architect/Consultant* fails to complete the replacement within (30) days, the City may terminate this Agreement for cause pursuant to Section 9.2 of this Agreement. The *Architect/Consultant* shall not substitute the key personnel or sub-consultants without thirty (30) days prior written approval from the City. Request for approval shall consist of written notification to the City, stating reason or reasons for the requested substitution. The City shall not unreasonably deny approval, unless the City adjudges the substitution not to be in the interest of the City or the scheduled completion of the Project.

10.4 STANDARDS OF PROFESSIONAL SERVICES

10.4.1 The professional services to be rendered by the *Architect/Consultant* under this Agreement shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form"

regardless of their adoption by the Department of Justice, municipal ordinances in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

10.5 CHANGES IN SCOPE OF THE PROJECT

10.5.1 The City's Project Manager may, at any time, issue written directions, which require an increase or decrease in the Basic Services to be performed under this Agreement. If any such direction results in a change in the amount or character of the work covered by the Fee compensation provided for under section 5.1, an equitable adjustment in such compensation shall be made without the need to obtain the approval of the City Council if the contingent funds, if any, allocated for this Agreement by the City Council are sufficient to cover the compensation due the *Architect/Consultant* as the result of an increase in the scope of the Basic Services. Any claim of the *Architect/Consultant* for adjustment under this provision must be asserted by the *Architect/Consultant* in writing, as a Fee dispute under the provision of Article 8 thirty (30) days after the date the *Architect/Consultant* receives notification of such change. The City's Project Manager, if he determines that the facts justify such adjustment, may receive and consider such claim and may adjust the same at any time prior to the date on which the final settlement with the *Architect/Consultant* is to be made.

10.6 INSURANCE

10.6.1 The *Architect/Consultant* shall provide, and shall maintain in full force and effect, at all times during the period in which this Agreement is in effect, and for one (1) year after completion of the Project, the following insurance coverages:

Coverage for claims under the Nevada Industrial Insurance Act.
Professional liability insurance in an Errors and Omissions coverage in an amount of not less than \$1,000,000.

10.6.2 *Architect/Consultant's* insurance shall include the following:

Employer's liability and comprehensive general liability insurance shall include "all states" endorsements to the extent that the *Architect/Consultant's* work, or work under his direction, may require, the comprehensive general liability coverage shall contain no exclusion relative to damage to underground property.

10.6.3 The limits of liability for the *Architect/Consultant's* liability insurance shall not be less than:

Workmen's Compensation: Statutory.
Professional Liability Insurance: \$1,000,000.
Comprehensive General Liability - Bodily Injury and Property Damage: \$1,000,000 combined single limit.
Comprehensive Automobile Liability - Bodily Injury and Property Damage: \$1,000,000 combined single limit.

Except for the coverages required for Professional Liability Insurance, above, the insurance coverages required herein shall name the City as an additional insured party.

10.7 COVENANT AGAINST CONTINGENT FEES

10.7.1 The *Architect/Consultant* hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement by or through any agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the *Architect/Consultant* and bona fide established commercial or selling agencies which are maintained by the *Architect/Consultant* for the purpose of securing business and the existing of which, if any, has been fully disclosed to the City. For a breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the *Architect/Consultant*, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.8 PATENT INDEMNITY

10.8.1 Except as is otherwise provided in this Agreement, the *Architect/Consultant* agrees to, and hereby does, indemnify the City and its officers, agents and employees against all liability, including costs and expenses, for the infringement upon any patents and/or copyright which have been issued by the United States which may arise out of the performance of this Agreement or out of the use or disposal, by or for the account of the City, of any of the supplies furnished, or any design construction work performed, hereunder or as a consequence hereof.

10.9 INDEPENDENT CONTRACTOR

10.9.1 It is hereby expressly agreed and understood that, in the performance of the services provided for herein, the *Architect/Consultant* and any other *Architect/Consultant*, who is employed by the *Architect/Consultant* hereunder shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall not be liable for salary, employment taxes, other statutory employee benefits, or other employee benefits; including but not limited to, insurance, sick leave, pensions and other payments or deductions to employee or employee unions of the *Architect/Consultant* or any other *Architect/Consultant* hired by the *Architect/Consultant's* employee(s). The City shall not be considered a guarantor of such payments.

10.10 SUCCESSORS AND ASSIGNS

10.10.1 The City and the *Architect/Consultant* each binds itself and each of its successors, executors, administrators, and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect of all of the mutual covenants and promises in this Agreement contained; provided, however, that neither the City nor the *Architect/Consultant* may assign, sublet, or transfer its interest in and to this Agreement without the written consent of the other. Nothing contained herein shall be construed or operate as creating any personal liability on the part of any officer or agent of the City.

0.11 NOTICES

10.11.1 Any notice required to be given hereunder shall be deemed to have been given when (i) received by the party to whom it is directed by personal service, or (ii) deposited with the United States Postal Service addressed as follows:

CITY:

Patrick Batte'-AIA
Office of Architectural Services
Department of Public Works
CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, NV 89101

Phone: (702) 229-6535 Fax: (702) 384-4846

ARCHITECT/CONSULTANT:

Glenn Contreras
Larson and Associates
4058 S. Industrial Road
Las Vegas, NV, 89103

Phone: (702) 736-4652 Fax: (702) 736-8753

10.12 CONFIDENTIALITY

10.12.1 The *Architect/Consultant* shall treat all information relating to the Project and all information supplied to the *Architect/Consultant* as confidential and proprietary information of the City and shall not permit its release by other parties or make any public announcement or release without the City's written authorization.

10.13 INDEMNITY

10.13.1 Notwithstanding any of the insurance requirements required under Section 10.6, and not in lieu thereof, the *Architect/Consultant* shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgements, attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may suffer as a result of, by reason of, or in consequence of, the negligent or intentional acts or omissions of the *Architect/Consultant*, its subcontractors, agents or anyone employed by the *Architect/Consultant*, its subcontractors or agents, in performing the terms, conditions or covenants of this Agreement.

10.13.2 As part of its obligation hereunder, the *Architect/Consultant* shall, at its own expense, defend the Indemnitees, against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, any negligent or intentional act or omission of the *Architect/Consultant*, its subcontractors or agents, for and against which the *Architect/Consultant* is obligated to indemnify the Indemnitees unless the Indemnitees, or any of them, elects to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein. If the *Architect/Consultant* shall fail to do so, the City shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the *Architect/Consultant*.

10.14 ARCHITECT/CONSULTANT WARRANTIES

10.14.1 The *Architect/Consultant* warrants that it has sufficient working capital to complete this Agreement with funds as disbursed from the City to the *Architect/Consultant* under the conditions of the Agreement, and is able to furnish; plant, tools, materials, supplies, equipment and labor and is experienced in and competent to perform the work contemplated by this Agreement; further the *Architect/Consultant* warrants that he is properly and professionally licensed to perform the work herein and is authorized and licensed to do business in the City of Las Vegas and the State of Nevada.

10.14.2 *Architect/Consultant* represents and 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.

10.14.3 *Architect/Consultant* warrants that his service shall be year 2000 compliant, which means that to the extent the performance of the Agreement is dependent upon the *Architects/Consultants* computer operations. Such computers' will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement beyond 31 December 1999.

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

10.15 SUBCONTRACTS

10.15.1 The *Architect/Consultant* agrees to include in all sub-contracts, in connection with sub-consultants, the conditions imposed under this Agreement, including the following:

A provision that the *Architect/Consultant* agrees to pay the sub-consultant when paid for that portion of the work by the City, that no liability arises on the part of the *Architect/Consultant* to the sub-consultant for payment of the subcontracted work until payment has been made by the City, and that if the City has paid the *Architect/Consultant* for subcontracted work; then the sub-consultant's only recourse is against the *Architect/Consultant*, not against the City, either through the institution of legal or equitable action or the attachment of any lien;

A provision that the sub-consultants have no more rights against the City than that of the *Architect/Consultant*;

A provision that the sub-consultant agrees to be bound by all the terms, conditions, and obligations of this Agreement unless the City has approved any deviations, changes, or modifications in writing;

A provision that the sub-consultant will obtain and maintain professional errors and omissions insurance coverage in connection with the subcontracted work in an amount equal to that required of the *Architect/Consultant*; and

A provision that the sub-consultant agrees to be bound to the documents, "General Conditions" of the construction contract and "Division One" of the construction specifications, incorporated herein by this reference.

10.16 AGREEMENT

10.16.1 This Agreement shall be governed by the laws of the State of Nevada.

10.16.2 As between the parties to this Agreement, any applicable statute of limitations with respect to any act or failure to act by either party shall commence to run, and any alleged cause of action shall be deemed to have accrued, in any and all events not later than the relevant date which is

determined to be the date of substantial completion of the Project; or, with respect to any act or failure to act which occur after such date, not later than the date of the issuance of the final certificate for payment for the Project.

10.16.3 The City and the *Architect/Consultant* waive all rights against each other and against the contractors, consultants, agents, and employees of the other for any damage, which is fully reimbursed by the required property insurance during construction. The City and the *Architect/Consultant* each shall require similar waivers from their respective contractors, consultants and agents.

10.16.4 The *Architect/Consultant* acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the contracts prepared for bidding on the Project covered by this Agreement. The *Architect/Consultant* further agrees to perform in accordance with the obligations stated in the referenced General Conditions.

10.16.5 This Agreement was prepared after negotiations between the parties hereto, and shall be construed as drafted by both parties.

10.16.6 This Agreement represents the entire and integrated agreement between the City and the *Architect/Consultant* and supersedes all prior negotiations, representations, or agreements; either written or oral. This Agreement may be amended only by a written instrument, which is signed by both the City and the *Architect/Consultant* and shall be in force and effect from and after the day on which the City gives notice to the *Architect/Consultant* to begin the services required under this Agreement.

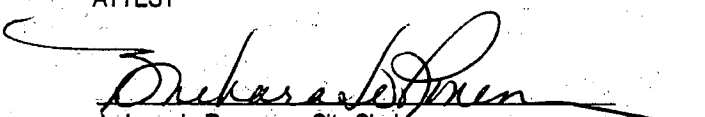
10.16.7 This Agreement shall remain in effect for one (1) year after the final payment for approved services has been issued by the City. Termination of this Agreement shall not release either party from any of the obligations herein, nor be construed to change the date or time on which a cause of action arising out of this Agreement would otherwise accrue under law.

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

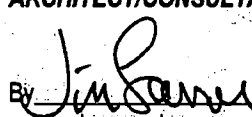
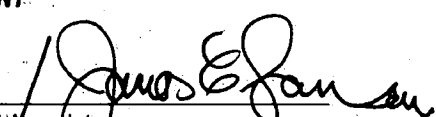
CITY OF LAS VEGAS

By 
Oscar Goodman, Mayor

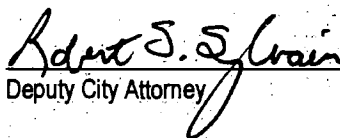
ATTEST


Barbara Jo Ronemus, City Clerk

ARCHITECT/CONSULTANT

By  / 
Jim Larson, Larson and Associates

APPROVED AS TO FORM

 8-16-07
Deputy City Attorney Date

LIST OF EXHIBITS

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

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " HOURLY RATE SCHEDULE

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 1: GENERAL

1.1 Upon authorization to proceed as described in **Exhibit "C"**, the *Architect/Consultant* shall provide the following in accordance with the Schedule (**Exhibit "C"**) included herein. The Scope of Service set forth in this Exhibit and the compensation to the *Architect/Consultant* for said Scope of Services is based upon the *Architect/Consultant* and the City each performing its responsibilities in a timely manner.

1.2 SCOPE OF SERVICES

1.2.1 The following scope of services is in addition to the scope required elsewhere in this Agreement. This scope is to be considered preliminary and may be altered as this Project develops. Alterations of scope will not impact Fee amounts unless increased scope or workload is encountered by the *Architect/Consultant*. If increased scope or workload is encountered, the *Architect/Consultant* is to notify the City in writing, and an adjusted fee will be negotiated prior to any work.

1.3 GENERAL REQUIREMENTS

1.3.1 All Drawings shall be prepared using AutoDesk's AutoCAD Release 14 or newer release in accordance with industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2000 or newer release.

1.3.2 Where the *Architect/Consultant* specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or approved equal".

1.3.3 Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

1.3.4 Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. The City will check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the *Architect/Consultant*. The *Architect/Consultant* shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The *Architect/Consultant* shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements per the agreement.

1.3.5 Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the *Architect/Consultant*.

1.3.6 All work shall be in full compliance with applicable codes, ordinances and other regulatory conditions.

1.3.7 All work shall be in full compliance with the applicable City of Las Vegas "Design Standards for Buildings, Parks, and Parking Facilities", incorporated herein by reference, and that any failure in this regard shall be at the sole expense of the *Architect/Consultant* to correct specifically including any additional construction costs resulting from such failures in the construction bid documents. The *Architect/Consultant* agrees to include this requirement into subcontract agreements with subconsultants providing services for the Project.

1.3.8 No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the *Architect/Consultant* such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

1.3.9 Throughout the design phases of the project, participate in regularly scheduled weekly design meetings with the City. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the City elects to do so and provides written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting decisions made and actions required by attendees and other affected parties, in a format acceptable to the City, within 5 days following each meeting.

1.4 DEFINITIONS

1.4.1 "Construction Cost Estimate" as used herein is a forecast of construction cost prepared on the basis of detailed analysis of materials and labor for all items of work.

1.4.2 "Construction Budget" as used herein represents the dollar value for which funding will be obtained, including 5% bidding contingency and 10% construction contingency, and against which expenditures will be monitored.

1.4.3 "Drawings and Specifications" as used herein, shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

ARTICLE 2: THE CITY'S RESPONSIBILITIES

2.1 The City will be responsible for performing all work necessary to complete their obligation to the *Architect/Consultant* to allow the *Architect/Consultant* to complete their work.

2.2 The City shall provide the *Architect/Consultant* with:

2.2.1 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

2.2.2 Approved budget limitations for the Project. The City and the *Architect/Consultant* shall mutually agree upon a Construction Cost Budget for the work described herein prior to completion of the Schematic Design Phase.

2.2.3 Any other information required to complete the work, as available, which is not in the *Architect/Consultant's* Scope of Services.

2.2.4 Access arrangements for the *Architect/Consultant* to enter upon public and private property as required to perform their services.

2.2.5 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

2.3 The City shall:

2.3.1 Acquire any required rights to the Project Site or air rights to adjacent Sites as deemed necessary by the City.

2.3.2 Designate a management team to review designs and submittals, and to work with the *Architect/Consultant* to achieve an acceptable, cost effective design.

2.3.3 Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the *Architect/Consultant*.

ARTICLE 3: THE ARCHITECT/CONSULTANT'S RESPONSIBILITIES

3.1 The *Architect/Consultant* shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

3.1.1 Programming and Conceptual Design Phase

3.1.2 Schematic Design and Master Planning Phase

3.1.3 Design Development Phase

3.1.4 Construction Document Phase

3.1.5 Bidding Phase

3.1.6 Construction Administration Phase

3.1.7 Post Construction Phase

3.2 COST ESTIMATES

3.2.1 The *Architect/Consultant* shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the format and breakdown designated by the City. Work with the City to reconcile the *Architect/Consultant's* estimates with the City's estimates.

3.2.2 If, at any time during the course of the Project, it becomes evident that the Construction Cost Estimate will exceed the Construction Cost Budget (developed by the City and agreed upon by the *Architect/Consultant* and the City), notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

3.3 DESIGN SUBMITTALS

3.3.1 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), and coordination within and between design disciplines.

3.4 GOVERNMENTAL AND AGENCY APPROVALS

3.4.1 SCOPE OF SERVICES. Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

3.4.1.1 General Plan Amendment. If requested by the City, assist the City's Real Estate Division in the application preparation, supporting documentation and meeting representation for any required GPAs.

3.4.1.2 Rezoning. If required by the City, assist the City's Real Estate Division in the application preparation, supporting documentation and meeting representation for any required rezonings.

3.4.1.3 Site Development Plan Reviews. Provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews, including those required by review boards such as Summerlin, Centennial Hills, redevelopment agencies, historical review boards and similar organizations where applicable to the site and Project.

3.4.1.4 Variance and Special Use Permit. Provide assistance in the needs determination, application preparation, supporting documentation and meeting representation for any required variances or special use permits.

3.4.1.5 Mapping. Tentative maps, final maps, vacations, parcel maps, and annexations shall be considered Additional Services unless otherwise identified in this Agreement.

3.4.1.6 Utilities. Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.

3.4.1.7 Flood/Hydrology Reports. Comply with all requirements and gain required approvals from Regional Flood Control and City of Las Vegas and Development Section, including a Drainage Compliance Report.

3.4.1.8 Traffic Study. If required, traffic studies shall be an Additional Service.

3.4.2 SUBMIT, REVIEW AND INCORPORATE. Submit progress and final construction documents, applications, and other required documentation to all required utility companies, regulatory authorities and governmental agencies having jurisdiction over the Project at the earliest opportunity in the completion of the documents. Submitted documents shall be sealed and signed by the engineers and architects of record in the State of Nevada as required by the City, utility and governmental agency. During the progress of the design documents, conduct design review meetings with the utility and governmental agencies whenever allowed by their review processes. Coordinate and incorporate design review comments and corrections into the documents in an expeditious manner, track the approval process and report status to the City Project Manager on no less than a weekly basis until approved, and notify the City in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval. Update the Construction Cost Estimate to account for revisions made.

3.4.3 FEES. Notify the City of any required utility, application, permit and review fees, which shall then be the responsibility of the City to pay.

3.4.3.1 OAS NOT A REGULATORY AUTHORITY. The *Architect/Consultant* does hereby acknowledge, understand and agree that the Office of Architectural Services (OAS), acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Office of Architectural Services does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Office of Architectural Services. The *Architect/Consultant* agrees that its relationship with the regulatory authorities having

jurisdiction over the Project is separate from its relationship with the City, and that the *Architect/Consultant's* interaction with each regulatory authority is to be conducted without assistance from the City.

3.4.3.2 APPROVAL. The City shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

3.5 GEOTECHNICAL DATA

3.5.1 GEOTECHNICAL REPORT. Regardless whether the geotechnical report is being provided for the Project by the City or *Architect/Consultant*, it shall be prepared as two separately bound reports, containing and utilized as follows:

3.5.1.1 GEOTECHNICAL DATA REPORT is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

3.5.1.2 GEOTECHNICAL INTERPRETIVE REPORT is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

3.5.2 It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation.

3.5.3 SPECIFICATION. The City will provide the *Architect/Consultant* with a sample specification "Section 02050 – Subsurface Conditions" to demonstrate how this split report is to be utilized in placing the Contractor at risk for all unknown subsurface conditions, which the *Architect/Consultant* shall use to model his bid documents after in achieving the same purpose.

3.6 PROGRAMMING AND CONCEPTUAL DESIGN PHASE

3.6.1 Upon authorization by the City to Proceed with the Programming and Conceptual Design Phase, the *Architect/Consultant* shall:

3.6.1.1 GEOTECHNICAL REPORT. Prepare a geotechnical report for the Project.

3.6.1.2 SURVEY. Prepare a boundary and topographic survey for the Project.

3.6.1.3 GENERAL REQUIREMENTS. Receive from the City the preliminary space requirements list for current and future needs, budget and other requirements for the Project.

3.6.1.4 PROGRAM. Work with the City in detailing the program for the Project, including size, relationship and needs of the spaces and activities. Prepare for the City's approval, a draft Program, which details all goals, needs, spatial, and adjacency requirements of the Project. Program consists of a 4 acre site adjacent to Kay Carl Elementary School proposed as a family park with a city provided prototype water splash pad feature and restroom building for re-site modifications by the consultant, two tot lot areas with fabric shade structures, ramadas, 1-1/2 –2 acres turf recreational area, and walkway path.

3.6.1.5 SITE UTILIZATION. Analyze the site conditions affecting the Project including utilities, drainage, surrounding uses, zoning, soils, environmental impacts, conditions affecting the Project, and prepare for the City's approval, a draft Site Utilization Report.

3.6.1.6 ESTIMATE. Prepare a conceptual level Construction Cost Estimate for the Project.

3.6.1.7 REVIEW. Participate in design review meetings in which the City will discuss comments generated during the review of the draft Architectural Program, Site Utilization Report, and Cost Estimate. Incorporate the City's review comments.

3.6.1.8 SUBMITTAL. Provide a formal Programming and Conceptual Design Submittal, which includes the Architectural Program, Site Utilization information, Construction Cost Estimate and a preliminary conceptual design site plan and building elevations. Furnish six (6) copies of the submittal to the City. The City shall review, make comments, advise of any adjustment required, and request additional documents as required of the program and budget. The City shall approve in writing the Programming and Conceptual Design Submittal prior to the *Architect/Consultant* proceeding with the basic services under the Schematic Design Phase.

3.7 SCHEMATIC DESIGN (SD) PHASE

3.7.1 Upon authorization by the City to proceed with the Schematic Design Phase, the *Architect/Consultant* shall:

3.7.1.1 REVIEW. Review the program, schedule and construction budget confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City. Conduct a preliminary evaluation of the City's program, schedule and construction budget requirements, each in terms of the other and advise the City of any problem issues.

3.7.1.2 DESIGN ALTERNATIVES. Based on the mutually agreed upon program, schedule and construction budget, the *Architect/Consultant* shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with the City Project Manager, alternative approaches to the design and construction of the Project.

3.7.1.3 INTERIM ESTIMATE. If and when requested by the City during the Schematic Design Phase, prepare an interim Construction Cost Estimate of the design alternatives to confirm the feasibility of the Project program and design.

3.7.1.4 SPECIFICATIONS. Prepare schematic level outline specifications that describe the quality of construction materials proposed for the design.

3.7.1.5 ESTIMATE. Prepare a schematic level Construction Cost Estimate.

3.7.1.6 REVIEWS. Participate in design review meetings in which the City will discuss comments generated during the review of the Alternative Designs, Specifications, and Construction Cost Estimate. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

3.7.1.7 SUBMITTAL. Prepare a formal Schematic Design Submittal. Schematic documents shall include site master plan, floor plans, elevations, sections, finishes and other drawings as necessary to describe the Project. Provide six (6) copies of the final documents from this phase.

3.7.1.8 REVIEW. Participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Schematic Design Submittal. Comments regarding the Schematic Design Submittal shall be incorporated into the Design Development Submittal. The City shall give written approval of the final Schematic Design Submittal prior to the *Architect/Consultant* proceeding with the Design Development Phase.

3.8 DESIGN DEVELOPMENT (DD) PHASE

3.8.1 Upon authorization by the City to proceed with the Design Development Phase, the *Architect/Consultant* shall:

3.8.1.1 DOCUMENTS. Based on the approved Schematic Design Submittal and any adjustments authorized by the City, the *Architect/Consultant* shall prepare the Design Development Documents consisting of the drawings, outline specifications and other documents establishing the size and character of the Project as to the architectural, mechanical and the electrical systems, materials and such other elements as may be appropriate. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Design Development documents shall minimally include the following:

3.8.1.1.1 DRAWINGS:

3.8.1.1.1.1 Site data and code analyses.

3.8.1.1.1.2 Utility plans, including both on-site and off-site improvements.

- 3.8.1.1.1.3 Paving and grading plans, including both on-site and off-site improvements.
- 3.8.1.1.1.4 Planting plans.
- 3.8.1.1.1.5 Irrigation plans
- 3.8.1.1.1.6 Roof plans.
- 3.8.1.1.1.7 Building elevations.
- 3.8.1.1.1.8 Building and wall sections.
- 3.8.1.1.1.9 Finish schedules.
- 3.8.1.1.1.10 Foundation plans.
- 3.8.1.1.1.11 Framing plans.
- 3.8.1.1.1.12 Plumbing plans.
- 3.8.1.1.1.13 Lighting plans.
- 3.8.1.1.1.14 Power plans
- 3.8.1.1.1.15 Low voltage system plans.
- 3.8.1.1.1.16 Signage plans.
- 3.8.1.1.1.17 Any other drawings necessary to describe the Project sufficiently, and to prepare an accurate cost estimate.

3.8.1.1.2 SPECIFICATIONS. Prepare all sections required to be included in the Specifications for the completed Contract Documents. Include in the DD Phase Specifications submittal, "Part 1 – Section Includes" and completed "Part 2 – Products" for each section.

3.8.1.1.3 MOUNTED REVIEW BOARDS. Prepare colored site plans, exterior elevations, exterior and interior color/materials boards, renderings and other design information as required to properly illustrate the proposed design for the City's review and approval.

3.8.1.1.4 ESTIMATE. Prepare a detailed Construction Cost Estimate.

3.8.1.2 VALUE ENGINEERING SESSION. Upon reconciliation of the *Architect/Consultant's* Cost Estimate to the City's Cost Budget, the *Architect/Consultant's* design team, including all consultants from any contractual tier, shall participate in a Value Engineering Session with City personnel.

3.8.1.3 SUBMITTAL. Prepare a formal Design Development Submittal to include all City approved Design Development Documents. Provide ten (10) copies of the final documents from this phase.

3.8.1.4 REVIEW. The *Architect/Consultant's* design team shall participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Design Development Submittal. Comments regarding the Design Development Submittal shall be incorporated into the Construction Documents Submittal. The City shall give written approval of the final Design Development Submittal prior to the *Architect/Consultant* proceeding with the Construction Documents Phase.

3.9 CONSTRUCTION DOCUMENTS (CD) PHASE

3.9.1 Upon authorization by the City to proceed with the Construction Documents Phase, the *Architect/Consultant* shall:

3.9.1.1 CONSTRUCTION DOCUMENTS. Based on the approved Design Development Submittal, review comments and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the City, the *Architect/Consultant* shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The *Architect/Consultant* agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the *Architect/Consultant* of responsibility for the professional and technical accuracy of such documents.

3.9.1.2 BID DOCUMENTS. The *Architect/Consultant* shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the agreement between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

3.9.1.3 ESTIMATES. Prepare and submit a detailed Construction Cost Estimate at the 50 percent, 90 percent, and 100 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The *Architect/Consultant* shall advise the City of any adjustments to the Construction Cost indicated by changes in the Construction Documents or resulting from a change in general market conditions.

3.9.1.4 CONSTRUCTION SCHEDULE. Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the contractor to complete the Work, to be used in the bid documents and construction contract.

3.9.1.5 REVIEWS. Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The *Architect/Consultant* 's design team shall participate in design review meetings in which the City will present and discuss comments generated during review of the 50 percent and 90 percent CD Submittals.

3.9.1.6 CD SUBMITTALS. Provide ten (10) copies each of 50 percent, 90 percent and 100 percent final documents from this phase, and provide five (5) copies each at 70 percent final documents to the City for review and comment.

3.9.1.6.1 Prepare 50 percent Construction Documents, including the following:

3.9.1.6.1.1 General

- 3.9.1.6.1.1.1** Completed title sheets, abbreviations, legends and site plans.
- 3.9.1.6.1.1.2** Responses to 100 percent Design Development review comments and incorporation into the documents as required.
- 3.9.1.6.1.1.3** Incorporation of all requirements and specific direction given by the City prior to the 50 percent CD Submittal.
- 3.9.1.6.1.1.4** Reference of all applicable codes, Project data and design numbers for rated assemblies.

3.9.1.6.1.2 Civil

- 3.9.1.6.1.2.1** Existing facilities plans showing all existing topography and improvements.
- 3.9.1.6.1.2.2** Utility distribution plans with sizes of all new and existing utilities.
- 3.9.1.6.1.2.3** Rough grading plans.
- 3.9.1.6.1.2.4** Finish paving and grading plans.
- 3.9.1.6.1.2.5** Horizontal control plans
- 3.9.1.6.1.2.6** Details with references to the plans.
- 3.9.1.6.1.2.7** Final calculations required to meet all levels of completion.

3.9.1.6.1.3 Landscape

- 3.9.1.6.1.3.1** Landscaping plans denoting all materials and sizes....
- 3.9.1.6.1.3.2** Irrigation plans with sizing of all piping.
- 3.9.1.6.1.3.3** Details with references to the plans.

3.9.1.6.1.4 Architectural

- 3.9.1.6.1.4.1** Plans that reflect coordination with structural, mechanical, and electrical systems.
- 3.9.1.6.1.4.2** Enlarged plans of specific rooms or areas as needed to accurately portray the work.
- 3.9.1.6.1.4.3** Exterior details.
- 3.9.1.6.1.4.4** All section and detail bubbles completed to indicate the location of the sections and details.

3.9.1.6.1.5 Structural

- 3.9.1.6.1.5.1** Foundation plans including all dimensions.
- 3.9.1.6.1.5.2** Intermediate floor framing plans with complete section cuts and detail references.
- 3.9.1.6.1.5.3** Complete section and detail sheets.
- 3.9.1.6.1.5.4** Completed and detailed roof framing plans.

3.9.1.6.1.5.5 Final calculations required to meet this level of completion.

3.9.1.6.1.6 Mechanical/Plumbing

3.9.1.6.1.6.1 All mechanical equipment and fixture schedules completed.

3.9.1.6.1.6.2 All pipe sizes noted.

3.9.1.6.1.6.3 All control diagrams shown and completed.

3.9.1.6.1.6.4 All details completed and referenced to the plans.

3.9.1.6.1.6.5 Final calculations required to meet this level of completion.

3.9.1.6.1.7 Electrical

3.9.1.6.1.7.1 All power, lighting and auxiliary systems plans reflecting complete circuiting.

3.9.1.6.1.7.2 Required single line drawings.

3.9.1.6.1.7.3 Completed panel schedules.

3.9.1.6.1.7.4 Electrical room details showing equipment in plan and elevation.

3.9.1.6.1.7.5 All special systems including grounding wells.

3.9.1.6.1.7.6 All details completed and referenced to the plans.

3.9.1.6.1.7.7 Final calculations required to meet this level of completion.

3.9.1.6.1.8 Specifications

3.9.1.6.1.8.1 Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.

3.9.1.6.1.8.2 Final form technical specifications in CSI format.

3.9.1.6.2 Prepare 70 percent Construction Documents, including the following:

3.9.1.6.2.1 Complete drawings and specifications as required to reach a mid-point in the completion of the documents between the 50% and 90% requirements.

3.9.1.6.3 Prepare 90 Percent Construction Documents, including the following:

3.9.1.6.3.1 Drawings

3.9.1.6.3.1.1 Complete drawings containing all the information required for the 50 percent Construction Documents.

3.9.1.6.3.2 Specifications

3.9.1.6.3.2.1 Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

3.9.1.6.3.3 Calculations

3.9.1.6.3.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations.

3.9.1.6.3.4 General

3.9.1.6.3.4.1 Incorporation of all requirements and specific direction given to the *Architect/Consultant* prior to the 90 percent CD Submittal.

3.9.1.6.3.4.2 Identify the need for special inspection services and specify types of special inspection required in the construction documents.

3.9.1.6.4 Prepare Final Construction Documents, including the following:

3.9.1.6.4.1 Drawings

3.9.1.6.4.1.1 Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

3.9.1.6.4.2 Specifications

3.9.1.6.4.2.1 Complete specifications, READY FOR BID stamped and signed by the architect and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

3.9.1.6.4.3 Calculations

3.9.1.6.4.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

3.9.1.6.4.4 General

3.9.1.6.4.4.1 The *Architect/Consultant* shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the Final Construction Documents Submittal. The *Architect/Consultant* shall provide the City a "Yellow Line" check set, confirming the quality control corrections to the Contract Documents.

3.9.1.6.4.4.2 The City shall give written approval of the final, corrected, Construction Documents prior to the *Architect/Consultant* proceeding with submittals to the City Purchasing Division for bidding or negotiation. The *Architect/Consultant* shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in **Exhibit "A"** and **Exhibit "B"**.

3.10 BIDDING PHASE

3.10.1 With approval of the Construction Documents and of the latest preliminary estimate of the Construction Cost by the *Architect/Consultant*, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

3.10.2 Upon authorization by the City to proceed with the bidding phase, the *Architect/Consultant* shall:

3.10.2.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the *Architect/Consultant* for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the *Architect/Consultant* and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, *Architect/Consultant* shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

3.10.2.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. *Architect/Consultant* shall maintain a log of all revisions to the documents.

3.10.2.3 Attend and participate in the Pre-bid meeting.

3.10.2.4 Participate in bid evaluation and recommendations.

3.10.3 The City shall advise the *Architect/Consultant* of the award of the Construction Contract, and establish a Pre-Construction Conference.

3.11 CONSTRUCTION ADMINISTRATION PHASE

3.11.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the *Architect/Consultant's* obligation to provide the services under Article 1 and, if applicable, Article 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, thirty (30) days after the date which is determined by the *Architect/Consultant* to be the date of Substantial Completion of the Project, whichever first occurs.

3.11.2 Upon authorization by the City to proceed with the construction phase, the *Architect/Consultant* shall:

3.11.2.1 MEETINGS. Attend and participate in the Pre-Construction Conference with the Construction Contractor. The *Architect/Consultant's* construction administration team shall participate in a "Partnering Meeting" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process. Attend and participate in weekly Construction Progress Meetings. Meeting dates, times, and place will be determined by the City.

3.11.2.2 SITE VISITS. Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. Such visits shall be scheduled weekly with the City Representative and shall be attended by the designated representative of the *Architect/Consultant*. *Architect/Consultant* shall at all times have access to the site during construction of the Project.

3.11.2.3 DEFECTIVE WORK. Advise the City of any defects or deficiencies in work by the Construction Contractor that the *Architect/Consultant* observes while visiting the site. The *Architect/Consultant* shall have authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written instrument. The *Architect/Consultant* shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the *Architect/Consultant* and Contractor shall communicate through the City's Representatives. All agreements shall be between the City and the Construction Contractor.

3.11.2.4 PAYMENT APPLICATIONS. If requested by the City, the *Architect/Consultant* shall review each Application for Payment submitted by the Contractor based on the *Architect/Consultant's* observations of the progress of construction of the Project, and certify the amounts due thereunder. The Certification for Payment shall constitute a representation by the *Architect/Consultant* to the City, based on the *Architect/Consultant's* observations at the Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the *Architect/Consultant's* knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon substantial completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the *Architect/Consultant*. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the *Architect/Consultant* has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

3.11.2.5 DOCUMENT REVISIONS. During construction, expeditiously furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for construction change directives required by errors or omissions. Construction change directive revisions shall be made on the CAD drawing or word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document. The *Architect/Consultant* shall maintain a log of all revisions to the documents.

3.11.2.6 INTERPRETATIONS. If requested by City, render interpretations which may be necessary for the proper execution or progress of the construction of the Project with reasonable promptness and render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the *Architect/Consultant* shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.

3.11.2.7 SUBMITTALS. Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" or "or approved equal" provision of the specifications. A prompt turn-around time from receipt by the *Architect/Consultant* to dispatch by the *Architect/Consultant* as to cause no delay in the construction of the Project is mandatory for review and distribution. Re-submittal review and distribution time shall be prompt and not exceed seven (7) calendar days. After three (3) submittals, if the same item has not been approved, the City shall be notified of such.

3.11.2.8 RFI. Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including Contractor fixes and alternate means of construction, field/site conditions and those deemed to be frivolous, out of scope, and as a result of the *Architect/Consultant's* errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor. The *Architect/Consultant* shall have seven (7) calendar days from receipt of an RFI to prepare and distribute a response to the City. The *Architect/Consultant* shall have two (2) days to prepare and distribute a revised response.

3.11.2.9 CHANGE ORDERS. If requested by the City, prepare and sign Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the *Architect/Consultant* for the City's approval and execution in accordance with the Contract Documents.

3.11.2.10 DRAINAGE REPORT. Provide a Drainage Compliance Report, sealed by the Civil Engineer of record for the Project, acceptable to the City of Las Vegas Department of Building and Safety.

3.11.2.11 EXTERIOR LIGHTING ILLUMINATION LEVEL TESTING AND REPORT. Upon completion of the construction, provide testing and a report detailing the lighting illumination levels achieved in each area of the project, in accordance with Section 16520 Exterior Lighting of the City Design Standards, complete with a letter of compliance.

3.11.2.12 SUBSTANTIAL COMPLETION. Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

3.11.2.13 PUNCHLISTS. Participate in the development and resolution of Punch Lists.

3.12 POST CONSTRUCTION PHASE

3.12.1 The *Architect/Consultant* shall:

3.12.1.1 RECORD DOCUMENTS. Based upon the *Architect/Consultant's* knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The *Architect/Consultant* shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The *Architect/Consultant* shall prepare and submit one (1) set of completed documents in electronic and signed reproducible mylar form to the City.

3.12.1.2 WARRANTY. Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list. *Architect/Consultant's* shall include this provision in subconsultant agreements for the Project.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 1: GENERAL

- 1.1 The *Architect/Consultant* shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Agreement and other Exhibits for additional submittals and requirements.

ARTICLE 2: PROGRAMMING AND CONCEPTUAL DESIGN PHASE

- 2.1 Boundary and Topographic Survey.
- 2.2 Programming Report.
- 2.3 Conceptual Design Drawings.
- 2.4 Construction Cost Estimate.
- 2.5 Geotechnical Interpretive and Geotechnical Data Reports.

ARTICLE 3: SCHEMATIC DESIGN AND MASTER PLANNING PHASE

- 3.1 Schematic Design Drawings and Specification Outline.
- 3.2 Construction Cost Estimate.

ARTICLE 4: DESIGN DEVELOPMENT PHASE

- 4.1 Drawings and Specifications.
- 4.2 Presentation Drawings, mounted.
- 4.3 Materials Board.
- 4.4 Flood/Hydrology Report draft, if required by governing authorities
- 4.5 Construction Cost Estimate.

ARTICLE 5: CONSTRUCTION DOCUMENT PHASE

- 5.1 If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Land Development Section, and written notice to the City of the submittal dates for each.
- 5.2 Nevada Power, Sprint, and Las Vegas Valley Water District applications to their design departments, and written notice to the City of the submittal dates for each.
- 5.3 Construction drawings and specifications as described in the Scope of Services (**Exhibit "A"**) at 50%, 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with each submittal.
- 5.4 Building Permit Application.
- 5.5 Building Department and Land Development plan review permit applications.
- 5.6 Construction drawings and specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.

ARTICLE 6: BIDDING PHASE

- 6.1 Requested and necessary addenda.

ARTICLE 7: CONSTRUCTION ADMINISTRATION PHASE

- 7.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the *Architect/Consultant* under this Agreement, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The *Architect/Consultant* shall make this a contractual obligation of his sub-consultants. The *Architect/Consultant* may require the Contractor to sign a hold harmless agreement as a condition for releasing the electronic files.
- 7.2 Meeting Minutes if requested by the City's Project Representative.
- 7.3 Drainage Compliance Report.

ARTICLE 8: POST CONSTRUCTION PHASE

8.1 Final Record Drawings in both electronic (autocad file dwg.) and Mylar format.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

- 1.1 The start date for the *Architect/Consultant's* scope of services shall be, without any further notice requirement, the date of this Agreement or the date that this Agreement is approved by the City Council, whichever occurs first.

ARTICLE 2: PHASE SCHEDULE

- 2.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	CITY REVIEW PERIOD
Programming and Conceptual Design	45	Includes 2 week City review period.
Schematic Design	45	Includes 2 week City review period.
Design Development	30	Includes 1 week City review period.
Construction Documents/Permitting	60	City review is concurrent with drawings. See section 2.4.
Bidding	68	
Construction	180	
Post Construction	30	
TOTAL	458	

- 2.2 The calendar days to complete the work for the Programming and Conceptual Design Phase, Schematic Design Phase and the Design Development Phase include the City's review period in the table set forth in Section 2.1.
- 2.3 In conducting its review the City may, as needed, utilize at one time, or at separate times, all or any portion of the review time reserved to the City in the table set forth in Section 2.1, but in no event shall such use exceed the total set forth in the table for the Project phase. Any portion of the review period not used by the City for a particular phase may be added to the review period for a subsequent phase.
- 2.4 The 60 days allotted to complete the construction Document Phase commences with issuance of the authorization to proceed. This phase is completed when the Bid Documents are complete, ready for printing and distribution but excluded there from the review time taken by the Building Department and the Land Development Division of the Public works Department of the City.

ARTICLE 3: AVOIDABLE SCHEDULE DELAYS

- 3.1 The *Architect/Consultant* declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.
- 3.2 Although it is acknowledged that neither the City nor the *Architect/Consultant* have full control over these design approval processes, the *Architect/Consultant* shall be responsible for any damages to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.
- 3.3 Specifically, the *Architect/Consultant* is aware of the following local conditions for timely processing of required design approvals:
- 3.3.1 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Department of Building and Safety, and a separate package to the Department of Public Works, Land Development Section.

- 3.3.2** The Flood Study and Traffic Study need to be approved prior to Land Development accepting the construction permit application, and that these reviews can take many weeks to obtain.
- 3.3.3** The Land Development approval process generally takes longer than the Building Department approval process, and the submittals do not need to be simultaneous.
- 3.3.4** Upon approval of the Land Development package, the civil engineer of record is required to insert prints of the approved Land Development drawings into the Department of Building and Safety drawing package submittal prior to the final review and approval of the Building Department submittal, that this action is generally on the critical path of the Project schedule.
- 3.3.5** The Nevada Power Company design submittal precedes the Sprint submittal, and needs to occur a minimum of six (6) weeks prior to the submission of the building permit application for the Project. That the failure to submit the application as soon as the City has approved the site plan and the electrical engineer of record has estimated the electrical loads, generally results in the City having to bid and award the Construction Contract without the benefit of the power drawing, thus resulting in the need to proceed with the power construction work by change order rather than competitive bid during the Project bidding schedule, resulting in additional costs.
- 3.3.6** The application to the Las Vegas Water District must occur no later than six (6) weeks prior to the submission of the building permit application for the Project. The District conducts a dual approval process involving design plan review simultaneous with the interlocal agreement process, which requires official approval by both the District Board and the City Council. The District utilizes a "sticker" approval process prior to signatures.
- 3.4** **The Architect/Consultant hereby agrees to reimburse the City for any damages, delays, and additional costs** associated with any avoidable delays the *Architect/Consultant* could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief for this responsibility.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

PHASE	PERCENT	FEE	REMARKS
Programming and Conceptual Design	7%	\$8,400.00	
Schematic Design	14%	\$15,500.00	
Design Development	14%	\$16,000.00	
Construction Documents	36%	\$41,000.00	
Bidding	9%	\$10,000.00	
Construction	16%	\$17,600.00	[The combined Fee for Construction and Post Construction phases shall not be less than 20% of the total Fee.]
Post Construction	4%	\$5,000.00	
	TOTAL	\$113,500.00	

END OF EXHIBIT "D"

EXHIBIT "E"

HOURLY RATE SCHEDULE

ARCHITECT/CONSULTANT HOURLY RATES

The following hourly rates are to be used as the basis for negotiation of Additional Services as required. These labor rates are valid for the duration of the Project and include salary costs, overhead, administration and profit.

CLASSIFICATION	HOURLY RATE
Senior Principal	\$170
Principal	\$150
Project Architect/Manager	\$135
Designer	\$125
Job Captain	\$110
Drafter/CAD Operator	\$85
Work Processor/Clerical	\$50

SUBCONSULTANT'S HOURLY RATES

Reference section 5.2.1 for the allowed sub-consultant billing multiplier.

Subconsultant: Wright Engineering	
CLASSIFICATION	HOURLY RATE
Principal	\$165-180
Project Architect/Manager	\$105-145
Architect/Engineer	\$90-105
Designer	\$90-105
Specification Writer	\$90-105
Drafter/CAD Operator	\$70-105
Work Processor/Clerical	\$40

Subconsultant: T J Krob	
CLASSIFICATION	HOURLY RATE
Principal	\$200
Project Architect/Manager	\$160
Architect/Engineer	\$155
Designer	\$130
Specification Writer	\$115
Drafter/CAD Operator	\$70
Work Processor/Clerical	\$40

ADDITIONAL SERVICES

Site specific seismic testing and investigation to determine the structural requirements under the building code.

ARTICLE 8: POST CONSTRUCTION PHASE

8.1 Final Record Drawings in both electronic and Mylar format.

END OF EXHIBIT "B"

For Additional Services of sub-consultants, the City shall compensate the *ARCHITECT/CONSULTANT* a multiple of **one and one tenth (1.10)** times the amounts billed to the Consultant for such services.

REIMBURSABLE EXPENSES None authorized or anticipated as of the date of this Agreement. For Reimbursable Expenses of the *ARCHITECT/CONSULTANT*, the City shall compensate the *ARCHITECT/CONSULTANT* a multiple of **one and one tenth (1.10)** times the actual direct costs incurred by the *ARCHITECT/CONSULTANT*. This multiple includes all compensation for overhead and profit.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

PROJECT MANAGER: Patrick Battie-AIA

PROJECT REPRESENTATIVE: Carson West

ARCHITECT/CONSULTANT'S PROJECT STAFF

The following personnel will be assigned by the *Architect/Consultant* to work on the Project. Any changes require City approval.

PROJECT REPRESENTATIVE: Glenn Contreras

PRINCIPAL: Jim Larson

PROJECT ARCHITECT: Tara Clark Carrell

ARCHITECT/CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the *Architect/Consultant* to work on the Project. Any changes require City approval.

CIVIL ENGINEER: Wright Engineers
7425 Peak Drive
Las Vegas, NV 89128
Phone: 702 933-7000
Contact: Jon P. Osborne, PE
josborne@wrightengineers.com

STRUCTURAL ENGINEER: Wright Engineers

MECHANICAL ENGINEER: N/A

ELECTRICAL ENGINEER: TJ Krob Consulting Engineers
7151 Cascade Valley Ct. Suite 200
Las Vegas, NV 89128

LANDSCAPE DESIGN: Larson and Associates

COST ESTIMATOR: Larson and Associates

INTERIOR DESIGN: N/A

SKATEPARK DESIGN: N/A

AQUATIC DESIGN: N/A

GEOTECHNICAL ENGINEER: Ninyo and Moore

LAND SURVEYOR: Wright Engineers

END OF EXHIBIT 'F'

EXHIBIT "G"

**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

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

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	<u>Contracting Entity</u>
LARSON & ASSOC.	
Name	4058 INDUSTRIAL RD
Address	LAS VEGAS, NV 89103
Telephone	702-736-4652
EIN or DUNS	95-43-00871

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement:	
DESIGN SERVICES FOR EL CAMPO GRANDE BRADLEY PARK	
RFP #:	

Block 3	<u>Type of Business</u>		
☐ Individual	☐ Partnership	☐ Limited Liability Company	☒ Corporation

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

Block 4 Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.		
FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1. JAMES E LARSON, PRESIDENT	6144 CHESEBROUGH ROAD AGOURA HILLS, CA. 91301	818-991-5016
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

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

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

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

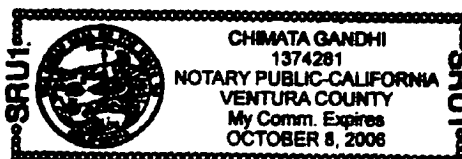
STATE OF CALIFORNIA
COUNTY OF VENTURA

Subscribed and sworn to before me this 13 day of

AUGUST, 2004.

Chimata Gandhi
Notary Public

James E. Larson
Name
8/13/04
Date



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a First Amendment to an Agreement for the Adjustment of Utility Facilities with Nevada Power Company (NPC) for the relocation of utility facilities in conjunction with the Charleston Boulevard and Shadow Lane Intersection Improvements Project (\$80,000 - Nevada Power Company Funds) - Wards 1 and 5 (Moncrief and Weekly)

Fiscal Impact

☐

No Impact

Amount: \$80,000

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: Nevada Power Company Funds

PURPOSE/BACKGROUND:

The City desires to modify the Agreement with Nevada Power Company (NPC) for relocation of utility facilities in conjunction with the Charleston Boulevard and Shadow Lane Intersection Improvements Project. NPC will reimburse the City for the costs of their share of these relocations. Based on actual bids received in a competitive bidding process, NPC's share of the reimbursement costs associated with this Agreement has increased to \$80,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Amendment

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-852

**FIRST AMENDMENT TO
AGREEMENT FOR THE ADJUSTMENT OF UTILITY FACILITIES
CHARLESTON BLVD INTERSECTION IMPROVEMENTS AT SHADOW LANE**

THIS FIRST AMENDMENT made and entered into as of the 1st day of September, 2004, by and between CITY OF LAS VEGAS acting by and through its DEPARTMENT OF PUBLIC WORKS ("CITY"), and NEVADA POWER COMPANY ("COMPANY").

WITNESSETH

WHEREAS, the CITY and the COMPANY have entered into Agreement No. CLV-NPC-CHARLESTON/SHADOW-001 for the Adjustment of Utility Facilities dated February 4, 2004 (the "AGREEMENT"), wherein the COMPANY agreed to reimburse the CITY for the installation of COMPANY owned facilities to be installed in conjunction with the Charleston Boulevard and Shadow Lane Intersection Improvements Project (the "PROJECT");

WHEREAS, the CITY desires to modify the costs associated with the PROJECT to incorporate the actual bid unit prices obtained by the CITY in a competitive bidding process.

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

UNDER the Section beginning with "NOW, THEREFORE, CITY and COMPANY hereby agree as follows:", DELETE Paragraph 2 in its entirety and insert the following in lieu thereof:

2. CITY agrees, at its sole cost and expense, as part of the PROJECT to install traffic signal conduits across Charleston Boulevard and across Shadow Lane in trenches shared with COMPANY's conduits, including traffic signal pullboxes, and to fund a proportional share of the cost of pavement and sidewalk removal, trench excavation, trench backfill, and pavement replacement for conduits in the shared trench across Charleston Boulevard. The cost of this work is estimated at \$170,476, and will be paid directly to the conduit installation Contractor by the CITY. The work to be performed is shown on Exhibit "A" attached hereto. A cost estimate for this work is shown in Exhibit "B-1", also attached hereto.

UNDER the Section beginning with "NOW, THEREFORE, CITY and COMPANY hereby agree as follows:", DELETE Paragraph 4 in its entirety and insert the following in lieu thereof:

....

....

....

....

....
....

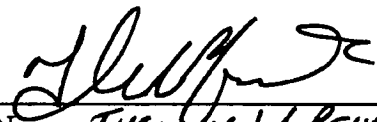
4. COMPANY agrees, at its sole cost and expense, to reimburse the CITY for the costs of the INSTALLATIONS as identified in the preceding paragraph and as shown on Exhibit "A". Reimbursement will be the COMPANY's proportional share of the actual cost of the work, which is based on unit bid prices received by the CITY. This amount is \$79,388 as shown in Exhibit "B-1", and will be paid directly to the conduit installation Contractor by the CITY. This amount will be paid to the CITY after receipt of a formal written statement in accordance with paragraph 11 hereof. However, the actual cost of this work will be based on unit bid prices received by the CITY. This amount will be paid to the CITY after receipt of a formal written statement in accordance with paragraph 11 hereof. The total amount that COMPANY agrees to reimburse the CITY for work covered by this AGREEMENT shall not exceed \$80,000.

UNDER the Section beginning with "NOW, THEREFORE, CITY and COMPANY hereby agree as follows:", DELETE Paragraph 5 in its entirety.

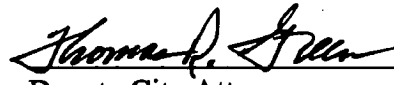
DELETE Exhibit "B" in its entirety and insert new Exhibit "B", identified as Amendment 1 Exhibit "B" as attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their officials, thereunto duly authorized, on the date first above written.

NEVADA POWER COMPANY

By:  8/06/04
Name: THEODORE L. PEIRCE Date
Title: DIRECTOR, NEW BUSINESS

APPROVED AS TO LEGALITY AND FORM:

 7/27/04
Deputy City Attorney Date

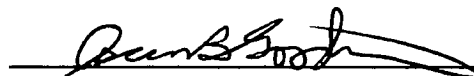
APPROVED AS TO LEGALITY AND FORM:

N/A
Nevada Power Co. Attorney Date

CITY OF LAS VEGAS


Roni Ronemus, City Clerk Date

CITY OF LAS VEGAS

 9-1-04
Oscar Goodman, Mayor Date

CHARLESTON/SHADOW INTERSECTION IMPROVEMENTS PROJECT
NPC AGREEMENT AMENDMENT NO. 1 EXHIBIT "B-1":
FINAL COST ESTIMATE FOR NPC CONDUITS and FACILITIES at CHARLESTON BLVD and SHADOW LANE

BID ITEM	DESCRIPTION	TOTAL ON SHEET C-4				CLV & COX PORTION		NVPCo PORTION	
		QUAN.	UNIT	UNIT PRICE	EXTENDED AMT	QUAN.	EXTENDED AMT	QUAN	EXTENDED AMT
200.00.01	MOBILIZATION & DEMOBILIZATION	1.000	LS	\$ 28,619.00	\$ 28,619.00	0.700	\$ 20,173.30	0.000	\$ -
202.00.01	REMOVE ASPHALT PAVING	150	SY	\$ 49.00	\$ 7,350.00	150	\$ 7,350.00	0	\$ -
202.00.02	REMOVE SIDEWALK	1,525	SF	\$ 3.00	\$ 4,575.00	1,525	\$ 4,575.00	0	\$ -
202.00.03	REMOVE CURB & GUTTER	22	LF	\$ 8.00	\$ 176.00	22	\$ 176.00	0	\$ -
202.00.04	REMOVE CONCRETE PLANTER CURB	21	LF	\$ 4.00	\$ 84.00	21	\$ 84.00	0	\$ -
202.00.09	REMOVE, REPAIR & REPLACE LANDSCAPING SYSTEMS	1	LS	\$ 2,400.00	\$ 2,400.00	1	\$ 2,400.00	0.000	\$ -
302.00.01	TYPE II AGGREGATE BASE	31	CY	\$ 42.00	\$ 1,302.00	31	\$ 1,302.00	0	\$ -
402.00.01	PLANTMIX BITUMINOUS SURFACE (7" THICK)	150	SY	\$ 22.00	\$ 3,300.00	150	\$ 3,300.00	0	\$ -
613.00.01	CONCRETE SIDEWALK AND RAMPS	1,525	SF	\$ 8.30	\$ 12,657.50	895	\$ 7,428.50	630	\$ 5,229.00
613.00.02	TYPE "L" CONCRETE CURB AND GUTTER	22	LF	\$ 43.00	\$ 946.00	17	\$ 731.00	5	\$ 215.00
613.00.03	TYPE "A" CONCRETE CURB	21	LF	\$ 49.00	\$ 1,029.00	21	\$ 1,029.00	0	\$ -
622.00.01	CONSTRUCTION SURVEY	1	LS	\$ 4,615.00	\$ 4,615.00	1	\$ 4,615.00	0.000	\$ -
623.00.06	T/S PVC CONDUIT, 3-INCH w/ PULLSTRING	670	LF	\$ 11.00	\$ 7,370.00	670	\$ 7,370.00	0	\$ -
623.00.07	T/S PVC CONDUIT, 2-INCH w/ PULLSTRING	300	LF	\$ 12.00	\$ 3,600.00	300	\$ 3,600.00	0	\$ -
623.00.08	T/S PVC CONDUIT, 4-INCH w/ PULLSTRING	60	LF	\$ 30.00	\$ 1,800.00	60	\$ 1,800.00	0	\$ -
623.00.09	#5 T/S PULLBOX	3	EA	\$ 702.00	\$ 2,106.00	3	\$ 2,106.00	0	\$ -
623.00.10	#200 T/S PULLBOX	1	EA	\$ 3,147.00	\$ 3,147.00	1	\$ 3,147.00	0	\$ -
624.00.01	TRAFFIC CONTROL	1.000	LS	\$ 60,000.00	\$ 60,000.00	1	\$ 60,000.00	0.000	\$ -
624.00.02	ARROW DISPLAY PANELS (EACH)	18	DAY	\$ 31.00	\$ 558.00	18	\$ 558.00	0	\$ -
624.00.03	CHANGEABLE MESSAGE BOARDS (EACH)	9	DAY	\$ 61.00	\$ 729.00	9	\$ 729.00	0	\$ -
628.00.04	PAINTING OF TEMP. CROSSWALK MARKINGS	285	SF	\$ 1.35	\$ 384.75	285	\$ 384.75	0	\$ -
636.00.01	NVPCo DB-60 PVC CONDUIT, 6-INCH w/ PULLSTRING	1,454	LF	\$ 25.50	\$ 37,077.00	0	\$ -	1,454	\$ 37,077.00
636.00.02	NVPCo DB-60 PVC CONDUIT, 4-INCH w/ PULLSTRING	120	LF	\$ 60.00	\$ 7,200.00	0	\$ -	120	\$ 7,200.00
636.00.03	NVPCo 6" RGS BENDS	4	EA	\$ 410.00	\$ 1,640.00	0	\$ -	4	\$ 1,640.00
636.00.04	NVPCo RS-82 PULLBOX	1	EA	\$ 5,423.00	\$ 5,423.00	0	\$ -	1	\$ 5,423.00
636.00.05	NVPCo RS-98 SWITCH MH	1	EA	\$ 11,720.00	\$ 11,720.00	0	\$ -	1	\$ 11,720.00
636.00.06	COX PVC CONDUIT, 3-INCH w/ PULLSTRING	1,300	LF	\$ 3.55	\$ 4,615.00	1,300	\$ 4,615.00	0	\$ -
636.00.07	#200 COX PULLBOX	1	EA	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	0	\$ -
636.00.08	REMOVE ABANDONED UTILITY CONDUITS	150	LF	\$ 4.00	\$ 600.00	150	\$ 600.00	0	\$ -
636.00.09	NON-REMOVABLE VEHICLE PROTECTION BARRIER POST	11	EA	\$ 304.00	\$ 3,344.00	0	\$ -	11	\$ 3,344.00
636.00.10	RED CONCRETE ENCASEMENT	20	CY	\$ 377.00	\$ 7,540.00	0	\$ -	20	\$ 7,540.00
637.00.01	DUST CONTROL	1.000	LS	\$ 12,890.00	\$ 12,890.00	1	\$ 12,890.00	0.000	\$ -
637.00.02	NPDES DISCHARGE PERMIT	1.000	LS	\$ 2,161.00	\$ 2,161.00	0.700	\$ 1,512.70	0.000	\$ -
	SUBTOTAL				\$ 244,158.25		\$ 155,476.25		\$ 79,388.00
	CONTINGENCY				\$ 24,415.83		\$ 15,000.00		\$ -
	TOTAL				\$ 268,574.08		\$ 170,476.25		\$ 79,388.00
	Percentage of Total =				100.00%		63.47%		29.56%

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Construction Management Agreement with Harris & Associates for construction management, material testing and special inspection services of City Hall Expansion - Phase II located at Las Vegas Boulevard and Stewart Avenue (\$1,168,238.55 - Capital Projects Fund) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$1,168,238.55

☒

Budget Funds Available

Dept./Division: Public Works/Eng. Integration

☐

Augmentation Required

Funding Source: Capital Projects Fund

PURPOSE/BACKGROUND:

RECOMMENDATION:

That the City Council approve the negotiated Construction Management Agreement with Harris & Associates for the City Hall Expansion - Phase II in the amount of \$1,168,238.55 and approve an additional services contingency reserve in the amount of \$115,000.00

BACKUP DOCUMENTATION:

Construction Management Agreement

MOTION:

REESE – APPROVED Items 2-4, 6, 7, 9-17, 19-51, and 54 – **UNANIMOUS** with **MACK** abstaining on Item 54 to avoid any conflict because it involves a company with which his firm, Mack Consulting, negotiates on behalf of his client

Items 5 & 8: APPROVED under separate actions (see individual items)

Items 18, 52 & 53: ABEYANCE under separate actions (see individual items)

NOTE: Under Item 2, COUNCILMAN MACK disclosed that Items 2 and 43 pertain to sites located near the Lady Luck Casino, with which his brother-in-law, ANDREW DONNER, has a contract related to its non-restricted gaming license. Also, the locations involved in Items 16, 52, and 53 are near SuperPawn shops owned by his brother, STEVEN MACK, for whom he does consulting. Neither of his relatives have mentioned any of these items to COUNCILMAN MACK, and he did not believe any of the aforementioned items would impact his family's interests; therefore, he stated that he would be voting on Items 2, 16, 43, 52, and 53.

MINUTES:

There was no related discussion.

(9:33 – 9:35)

1-794

CONSTRUCTION MANAGEMENT AGREEMENT FOR CITY HALL EXPANSION - PHASE II

THIS AGREEMENT is made and entered into this 1st day of Sept., 2004, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and HARRIS & ASSOCIATES (herein the "Construction Manager").
WITNESSETH:

WHEREAS, the City intends to construct CITY HALL EXPANSION - PHASE II commonly known and referred to as the "Project"; and

WHEREAS, the Construction Manager is properly qualified and has the personnel and facilities necessary to perform the services hereinafter set forth within the required time; and

WHEREAS, with respect to the Project, the City intends to publicly bid and retain a qualified and licensed contractor (herein the "Contractor") to construct the Project having been engineered and designed by a professional engineer (herein the "Consultant"); and

WHEREAS, the City desires to retain the services of a qualified construction manager who will be responsible for providing the services requested by the City which may include, without limitation, review of documents (including submittals) prepared by the Contractor, contract administration, change order negotiations and execution, monitoring and documenting construction progress in connection with the Project;

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

SECTION ONE CONSTRUCTION MANAGER RESPONSIBILITIES

1.01 Scope of Services. Acting as a fiduciary agent for the City, the Construction Manager hereby agrees to provide the services set forth in "Scope of Services", Exhibit "A", and "Required Submittals", Exhibit "B", and "Performance Schedule", Exhibit "C", attached hereto, subject to the terms and conditions of this Agreement.

1.02 Additional Services. The Construction Manager shall provide the services set forth in "Hourly Rate Schedule," Exhibit "E" attached hereto, if, and only if, so requested in writing by the City. Payment will be made to the Construction Manager for such services in accordance with Section 5.02.

1.03 Performance Standards. In performing the services set forth in the Scope of Services, the Construction Manager shall follow practices consistent with generally accepted construction management standards.

1.04 Waiver. The City's approval of any documents or services furnished by the Construction Manager shall not in any way relieve the Construction Manager of responsibility for the professional and technical accuracy of its documents and services. The City's review, approval, acceptance or payment for any of the Construction Manager's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Construction Manager shall remain liable in accordance with the terms of this Agreement and applicable law for the damages to the City caused by the Construction Manager's negligent act or omission in performance of this Agreement.

1.05 Construction Manager's Representative. The Construction Manager's Representative is hereby designated as indicated in Exhibit "F", "Key Personnel List", who shall be responsible for providing the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Manager, or by the associates and employees identified in the Construction Manager's proposal provided that such associates and employees perform under the personal supervision of the Manager. All employees identified in the Construction Manager's cost proposal shall be subject to approval by the City's Representative. Should the Manager, or any associate or employee, be unable to complete his or her responsibility for any reason, the Construction Manager will replace the employee with a qualified person approved by the City. If the Construction Manager fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 8.0.3.

1.06 Correspondence Review. The Construction Manager shall furnish the City's Representative copies of each correspondence sent to the Contractor or to any regulatory agencies.

1.07 Cooperation with the City. The Construction Manager agrees that its officers, associates, employees and subcontractors will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

SECTION TWO CITY RESPONSIBILITIES

2.01 City's Representative. The Director of Public Works, or the authorized representative designated in writing by the Director of Public Works, is hereby designated as the City's Representative with respect to this Agreement. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Construction Manager.

2.02 Cooperation with Construction Manager. The City agrees that its officers and employees will cooperate with the Construction Manager in the performance of this Agreement and will be, with advance notice, available for consultation with the Construction Manager at such reasonable times as to not conflict with the Construction Manager's other responsibilities.

2.03 Review of Construction Manager's Services and Documents. The services to be performed by the Construction Manager shall be subject to periodic review by the City's Representative. The review comments of the City's Representative shall be reported in writing to the Construction Manager. To prevent an unreasonable delay in the construction of the Project, the City's Representative will endeavor to examine and comment in writing on the documents including, without limitation, change order requests, requests for information, memos to designer and letters of clarification by or to the Construction Manager, submitted to the City for comment within 10 working days of receipt of such documents.

2.04 Access to Records. The City shall, without charge, furnish a copy to, or make available for examination or use by, the Construction Manager as it may request, any data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under the Scope of Services. The City shall assist the Construction Manager in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by the Scope of Services.

SECTION THREE CHANGES TO THE SCOPE OF SERVICES

3.01 Requested Changes. The City may at any time, by written order, make changes to the Scope of Services to be provided by the Construction Manager for the Project or the Scope of Services.

3.02 Adjustment of Compensation. If the changes requested by the City cause an increase in the cost or time required for the Construction Manager to perform any of the services required thereunder, an equitable adjustment shall be made in the compensation to be paid to the Construction Manager under Section Five and the Scope of Services shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Construction Manager of written notification of the changes to the services to be provided under the Scope of Services unless the City grants in writing a further period of time before the date of final payment. If final payment is made to the Construction Manager, the Construction Manager waives any right to seek any equitable adjustment in compensation with respect to that change.

SECTION FOUR TERM OF AGREEMENT

4.01 Term. This Agreement shall commence on the day in the first paragraph set forth above and shall remain in force and effect until the Project is completed (as evidenced by the issuance of a Certificate of Completion) unless the City serves upon the Construction Manager a thirty (30) day written Notice of Termination pursuant to Section 8.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder.

4.02 Disputes. This Section shall not be construed to preclude the filing of 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 FIVE COMPENSATION AND TERMS OF PAYMENT

5.01 *General.* The City agrees to pay the Construction Manager as compensation for the services provided under Article 1 of this Agreement the amount of the fixed Fee set forth in Exhibit "D" (Fee and Man-hours Breakdown). In no event shall the total amount of compensation to be paid to the Construction Manager exceed the total fixed Fee set forth in Exhibit "D", unless written authorization is given by the City.

5.02 *Compensation.* Construction Manager estimate of the number of man-hours to be expended in the performance of this agreement is set forth in "Fee and Man-hours Breakdown", Exhibit "D", attached hereto. The City shall pay the Construction Manager for the services actually performed under the Scope of Services the hourly rates set forth in "Hourly Rate Schedule", Exhibit "E", attached hereto unless a different hourly rate has been approved by the Director of Public Works, or his designee.

5.03 *Invoice.* An invoice shall be submitted to the City each month for the services provided during the previous month based upon the rates set forth in the "Fee Breakdown", Exhibit "D", and the "Hourly Rate Schedule", Exhibit "E". An original invoice and one copy to the City's Representative in the format acceptable to the City Representative, attached hereto shall be submitted to the City. Payment shall be due within sixty (60) days after the date of receipt and approval by the City's Representative of the monthly invoice, unless the amount set forth therein, or any portion thereof, is being disputed by the City in which case payment shall be made on the undisputed amount. Failure to pay the Construction Manager within this period may, if so requested by the Construction Manager, result in a penalty of one-half (½) percent per month being applied to the unpaid balance.

5.04 *Retainage.* Upon approval, the City shall pay to the Construction Manager ninety-five percent (95%) of the monthly invoice with the remaining five percent (5%) being retained for the purpose set forth in Section 5.05.

5.05 *Right to Off-Set.* The City's Representative may subtract or off-set from any unpaid invoice received from the Construction Manager any damages, costs and expenses caused by, resulting from or arising out of, the negligent acts or omissions of the Construction Manager in the performance of the services under this Agreement including, without limitation, the lack of proper oversight and review of the documents prepared by the Consultant and/or the Contractor. The City's Representative shall provide a written statement to the Construction Manager of the damages, costs and expenses which have been subtracted from any payment to the Construction Manager along with appropriate documentation and receipts, if any, and a description of the negligent errors or deficiencies attributed to the Construction Manager.

5.06 *Final Payment.* Upon completion by the Construction Manager of the services required under this Agreement, and upon acceptance of such services by the City, which acceptance will not be unreasonably withheld, the Construction Manager will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services, including the retained percentages.

SECTION SIX PROJECT SCHEDULE

6.01 *Project Schedule.* If so required under the Scope of Services, the Construction Manager will obtain from the Contractor and furnish to the City's Representative a schedule for performance of the construction of the Project (herein the "Project Schedule") no later than thirty (30) days after the Contractor receives written notice to proceed from the City. The Construction Manager shall review the Project Schedule for compliance with the milestone requirements set forth in the construction documents and that the times allotted for each task are reasonable. The Construction Manager shall complete his review within ten (10) days of receipt of the Project Schedule. The Construction Manager shall monitor the progress of the Contractor against the Project Schedule and shall document and report the Contractor's progress to the City's Representative.

6.02 *Revised Project Schedule.* If the Contractor's performance is delayed or the sequence of tasks changed, the Construction Manager shall notify the City's Representative in writing of the reasons for the delay or the change. The Construction Manager shall then require the Contractor to prepare a revised Project Schedule for submission to and approval by the City's Representative. The Construction Manager shall review the Project Schedule and monitor the Contractor's performance and completion of the work in accordance therewith.

SECTION SEVEN AUDIT: ACCESS TO RECORDS

7.01 *Records.* The Construction Manager shall maintain books, records and other documents directly pertinent to performance of the Scope of Services in accordance with generally accepted accounting principles and practices. The Construction Manager shall also maintain the financial information and data used by the Construction Manager in the preparation or support of the invoices submitted to the City. Audits

conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Construction Manager will provide proper facilities for such access and inspection. Any negotiated hourly rates will not change due to an audit.

7.02 Disclosure. The Construction Manager agrees to the disclosure of all information and reports resulting from access to records pursuant to Sections 7.01 above, to any of the agencies referred to in Section 7.01 above, provided that the Construction Manager 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 Construction Manager.

7.03 Period of Maintenance. The books, records and other documents under Sections 7.01 and 7.02 above shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation, or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

7.04 Subcontract Provisions. The Construction Manager agrees to include Sections 7.01 through 7.03 in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

SECTION EIGHT MISCELLANEOUS PROVISIONS

8.01 Suspension. The City may suspend performance by the Construction Manager under a Scope of Services for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Construction Manager at least ten (10) working days prior to the effective date of the suspension. With such suspension, the City shall pay to the Construction Manager the amount of compensation, for the unpaid services rendered prior the effective date of suspension. The Construction Manager shall not provide any further services under the Scope of Services after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Construction Manager for any cause other than the error or omission of the Construction Manager for an aggregate period in excess of thirty (30) days, the Construction Manager shall be entitled to an equitable adjustment of the compensation payable to the Construction Manager under the Scope of Services including reimbursement of the Construction Manager for additional costs occasioned as a result of such suspension of performance by the City.

8.02 Termination. The City reserves the right to terminate this Agreement without cause or default on the part of the Construction Manager with ten (10) working days' prior written notification to the Construction Manager. Notification of the Construction Manager is deemed to have occurred on that date that the City deposits 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 Construction Manager the reasonable value for the services performed as of the date that notification of termination is received by the Construction Manager.

8.03 Default. The occurrence of any of the following events shall constitute a default by the Construction Manager hereunder (hereinafter "Event of Default"):

A. If the Construction Manager shall default in the due observance and performance of any term, condition or covenant contained in this Agreement.

B. If the Construction Manager shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the Construction Manager 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 the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Construction Manager 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 the Construction Manager and shall continue unvacated and in effect for a period of thirty (30) days; or

D. If the Construction Manager 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 Section Six of this Agreement, then, if any such Event of Default continues for three (3) working days after written notice to the Construction Manager, the 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 Construction Manager hereunder, finish this

Agreement by such means as the City may see fit, deduct from any balance due the Construction Manager the reasonable and necessary cost of finishing this Agreement. If the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budget for this Project and paying the excess, if any, to the Construction Manager and in the event the cost of finishing the Construction Manager's work exceeds the balance due the Construction Manager, such excess shall be paid by the Construction Manager 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 Construction Manager except for the reasonable value for the services performed as of the date of receipt of the notice of termination. The costs and expenses of completing this Agreement of the Construction Manager 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 Construction Manager shall pay all costs of such audit.

It is expressly agreed that the City reserves the right to off-set any and all claims made by the Construction Manager for payment of its Fee or the reimbursement of additional costs incurred hereunder, with any claims that the City might have against the Construction Manager for failure to comply with any of the terms and conditions of this Agreement.

8.04 Ownership of Documents. Any and all plans, drawings, specifications, studies and other documents (including magnetic media) prepared or assembled by the Construction Manager or any of its 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 other 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 Construction Manager will be at the City's sole risk. The Construction Manager shall be entitled to a reproducible copy of such plans, drawings, specifications, studies and other documents furnished to the City.

8.05 Insurance. The Construction Manager shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. **Employers Insurance Company of Nevada (EICON).** Such insurance shall protect the Construction Manager and the City from employee claims based on job-related sickness, disease, or accident.

B. **Comprehensive General Liability Insurance** (bodily injury and property damage). Such insurance shall protect the Construction Manager, its agents and vehicles used to provide the services required under this Agreement. Such coverage shall be in a minimum amount of \$1,000,000 combined single limit for the period of time covered by this Agreement. The Construction Manager's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. **Professional Liability Insurance.** Such insurance shall protect the Construction Manager from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement.

D. **Comprehensive General Liability and Professional Liability Insurance.** The Comprehensive General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Construction Manager's contractual liability to the City, to waive subrogation against the City, its officers, agents, servants and employees and to provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

E. **Certificates and Endorsements.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$100,000 without the written approval of the City.

F. **Period of Coverage.** Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement. If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the Construction Manager shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Construction Manager shall provide the City annually a Certificate of Insurance as evidence of such insurance.

8.06 Indemnity. Notwithstanding any of the insurance requirements required under Section 8.05, and not in lieu thereof, the Construction Manager shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may suffer as a result of, by reason of, or in consequence of, the negligent acts or omissions of the Construction

Manager, its subcontractors, agents or anyone employed by the Construction Manager, its subcontractors or agents, in performing the terms, conditions or covenants of this Agreement.

As part of its obligation hereunder, the Construction Manager shall, at its own expense, defend the Indemnitees, against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of the negligent acts or omissions of the Construction Manager, its subcontractors or agents, for and against which the Construction Manager is obligated to indemnify the Indemnitees unless the Indemnitees, or any of them, elect to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein. If the Construction Manager shall fail to do so, the City shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Construction Manager.

8.07 Assignment. The City and the Construction Manager each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Construction Manager shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

8.08 Waiver. No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Construction Manager of any of its obligations hereunder.

8.09 Construction Manager Warranties. The Construction Manager hereby represents and warrants:

A. 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 services contemplated by this Agreement, and that it is qualified to provide such services and is authorized and licensed to do business in the City of Las Vegas and the State of Nevada.

B. That it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

C. That it is Year 2000 compliant which means that to the extent the performance of this Agreement is dependent upon the Construction Manager's computer operations, such computers will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement.

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

8.10 Construction Manager Employees. The Construction Manager 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 Construction Manager fails to remove any employee from the work of this Agreement whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

8.11 Independent Contractor. It is hereby expressly agreed and understood that in the performance of the services required herein, the Construction Manager 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.

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

8.13 Compliance with Laws. The Construction Manager shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

8.14 Severability. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

8.15 Confidentiality. The Construction Manager shall treat the information relating to the Project which has been produced by the Construction Manager or provided by the City as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Construction Manager shall also require subcontractors and vendors to comply with this requirement.

8.16 Site Inspection. The Construction Manager represents that it has visited the location of the Project identified in the Scope of Services and has satisfied itself as to the general condition thereof and that the Construction Manager'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.

8.17 Modification. All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

8.18 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, or deposited with the United States Postal Service addressed as follows:

CITY:

Frank Trupiano
Office of Architectural Services
Department of Public Works
CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, NV 89101

Phone: (702) 229-6535 Fax: (702) 382-3232

CONSTRUCTION MANAGER:

James D. Morris, CCM
HARRIS & ASSOCIATES
2310 Paseo Del Prado, Suite A104
Las Vegas, NV 89102

Phone: (702) 597-9410 Fax: (702) 597-9470

8.19 Prohibition Against Contingent Fees. The Construction Manager warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Construction Manager, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8.20 Dispute Resolution

A. Any Fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnished to the Construction Manager. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Construction Manager receives its copy of such decision, the Construction Manager mails or otherwise furnishes the City Manager a written request to appeal the decision. Upon receipt of such request, the City and the Construction Manager shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach such an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City for such selection. The decision of the arbitrator, or arbitrators, as the case may be for the determination of any such appeal, shall be final and

conclusive. The Construction Manager shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute hereunder, the Construction Manager shall proceed diligently with the performance of the work to be performed under this Agreement and in accordance with the City Manager's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Construction Manager are services entitled to additional compensation, the Construction Manager agrees to notify the City prior to providing such services of the Construction Manager's intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording the City the opportunity to monitor and verify the performance of such services and failure to provide the City with such notice shall constitute a waiver of such claim.

B. All non-Fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the Nevada Arbitration Association or 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 Construction Manager. 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 Construction Manager shall be specifically enforceable under the prevailing arbitration law.

C. In the event that the City is named as a party to any arbitration action or commences an arbitration action against a party other than the Construction Manager, which arises out of, from, or is connected with the construction of the Project, or the performance of the Construction Manager under this Agreement, the Construction Manager agrees and irrevocably consents, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Construction Manager is conditioned upon the handling of such arbitration in accordance with arbitration rules of the Nevada Arbitration Association or the American Arbitration Association. None of the time provisions imposed under subsections D and E apply to the joinder rights provided herein in such a way as to preclude the City from joining the Construction Manager as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, or results from, the construction of the Project.

If the Construction Manager is named as an additional party by the City, the Construction Manager shall not be entitled to any additional compensation from the City as a result of preparing for, or participating in, the arbitration.

D. In order for the Construction Manager 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 Construction Manager 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.

E. 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 Nevada Arbitration Association or 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.

F. 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.

G. The award rendered by the arbitrators shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the Mediation Rules of the Nevada Arbitration Association or 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.

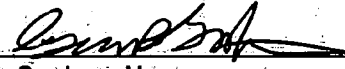
8.21 Attorney Fees. The prevailing party in a litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and costs.

8.22 Calendar Day. All references in this Agreement to days are to calendar days unless otherwise indicated.

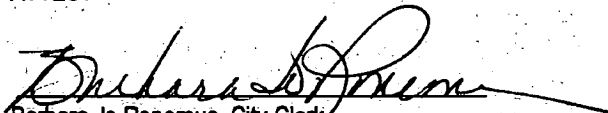
8.23 Exhibits. All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

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

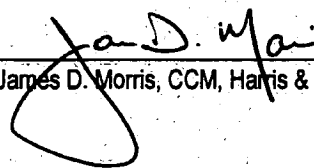
CITY OF LAS VEGAS

By 
Oscar Goodman, Mayor

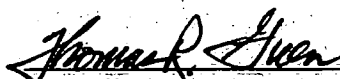
ATTEST


Barbara Jo Ronemus, City Clerk

CONSTRUCTION MANAGER

By 
James D. Morris, CCM, Harris & Associates

APPROVED AS TO FORM

 8/11/04
Deputy City Attorney Date

LIST OF EXHIBITS

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

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " HOURLY RATE SCHEDULE

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 1: GENERAL

1.1 PURPOSE

1.1.1 The services covered by this agreement are for the purpose of administering the Construction Contract for the Project per Section 01300 of the Construction Contract Project Manual, throughout the construction of the Project.

1.1.2 The Scope of Service set forth in this Exhibit and the compensation to the Construction Manager for said Scope of Services is based upon the Construction Manager and the City each performing its responsibilities in a timely manner.

1.2 SCOPE OF SERVICES

1.2.1 This scope is to be considered preliminary and may be altered as this Project develops. Alterations of scope will not impact Fee amounts unless increased scope or workload is encountered by the Construction Manager. If increased scope or workload is encountered, the Construction Manager shall notify the City in writing, and an adjusted fee will be negotiated prior to any work. The Construction Manager's proposal dated August 5, 2004 is attached for reference.

1.3 GENERAL REQUIREMENTS

1.3.1 The Construction Manager's work shall, to the extent possible, be prepared using Expedition software by Primavera, same version as the City is currently using. Where Expedition capabilities are limited, provide documents in the following software formats: AutoCAD 2000, Microsoft Office 2000 and Microsoft Project 2000.

1.3.2 Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. The City will check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the sender. The Construction Manager shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Construction Manager shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements per the agreement.

1.3.3 All work shall be in full compliance with applicable codes, ordinances and other regulatory conditions.

1.3.4 No disclaimers are allowed on any document submittals.

ARTICLE 2: THE CITY'S RESPONSIBILITIES

2.1 The City will be responsible for performing all work necessary to complete their obligation to the Construction Manager to allow the Construction Manager to complete their work.

2.2 The City shall provide the Construction Manager with:

2.2.1 Any other information required to complete the work, as available, which is not in the Construction Manager's Scope of Services.

2.2.2 The full use of any on site facilities that the Contractor is obligated to provide for the City's use, including a conditioned and furnished field office with phone, fax, desk, table, storage cabinet, plan rack, filing cabinet, bookshelves, chairs, tackboard, wastebasket, parking space(s), access to sanitary facilities and drinking fountain, if so indicated in the Contract Documents for the Project. It is the Construction Manager's duty to review the documents for such information and to determine and include in the total Fee, any field office requirements that the Contractor is not providing.

2.2.3 Access arrangements for the Construction Manager to enter upon public and private property as required to perform their services.

2.2.4 A management team to review submittals, and to work with the Construction Manager to achieve an acceptable, cost effective Project.

ARTICLE 3: THE CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 The Construction Manager shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

3.1.1 Pre-Construction Services

3.1.2 Construction Management and Contract Administration

3.1.3 Project Close-Out

3.1.4 Table of Responsibilities

3.2 PRE-CONSTRUCTION SERVICES

3.2.1 **Plan and Specification Review.** The Construction Manager shall:

3.2.1.1 Perform a review of the Plans and Specifications.

3.2.1.2 Perform a follow-up review of the geotechnical report.

3.2.1.3 Review the Contractor's Dust Permit for Construction Contract compliance.

3.2.1.4 Review the Contractor's Dust Mitigation Plan for Construction Contract compliance.

3.2.1.5 Review the Contractor's Storm Water Permit for Construction Contract compliance.

3.2.1.6 Forward any comments to the City Project Manager.

3.2.2 **Pre-Construction Meetings.** The Construction Manager shall:

3.2.2.1 Participate in partnering sessions if requested by the City.

3.2.2.2 Organize and hold the pre-construction conference in accordance with Section 01300 of the Construction Contract Project Manual.

3.2.2.3 Be responsible for taking and issuing the Pre-Construction Meeting Minutes to the City's Representative and Contractor.

3.2.2.4 Be responsible for making any adjustments to the Meeting Minutes as may be deemed reasonable.

3.2.2.5 Organize and hold a Site Mobilization Meeting in accordance with Section 01300 of the Construction Contract Project Manual.

3.2.2.6 Be responsible for the taking of and issuance of any Site Mobilization Meeting Minutes, if necessary.

3.2.2.7 Generate all Meeting Minutes in Expedition and forward to the Contractor, City's Representative and Architect for review and record.

3.2.3 **Pre-Construction Schedules.** The Construction Manager shall:

3.2.3.1 Receive from the Contractor, all Schedules including Schedule of Values.

3.2.3.2 Review and provide to the City's Representative and the Architect comments and recommendations on the Contractor's Preliminary Guaranteed Progress Schedule in accordance with Section 01330 of the Construction Contract Project Manual.

3.2.3.3 Review any revision to the Preliminary Progress Schedule in accordance with Section 01330 of the Construction Contract Project Manual and forward all comments and recommendations to the City's Representative and the Architect for review.

3.2.3.4 Review and comment on the Contractor's Post Construction Contract Award Schedule of Values in accordance with Section 01200 of the Construction Contract Project Manual. The Construction Manager will forward all comments and recommendations to the City's Representative and the Architect for review.

3.2.4 **Pre-Construction Condition Photos.** The Construction Manager shall:

3.2.4.1 Coordinate and execute the photographing of the existing Project conditions prior to the commencement of construction.

3.2.4.2 Develop a pre-construction photo log with related comments and shall provide a copy to the City's Representative.

3.2.4.3 Along with the "Existing Condition" Photo Log, the Construction Manager shall provide a detailed condition summary for review by the City's Representative and the Architect.

3.2.5 **Pre-Construction Biddability/Constructability Review.** The Construction Manager shall:

3.2.5.1 Perform an independent review of the construction documents to identify ambiguities, omissions, and problems in the documents.

3.2.5.2 Determine if proper management controls and legal requirements are incorporated into the contract documents.

3.2.5.3 Prepare Biddability/Constructability report indicating item numbers, references, subject, status, comments and designer's response.

3.2.5.4 Review findings with Owner and Design Team.

3.2.5.6 Perform back check of all comments.

3.3 CONSTRUCTION MANAGEMENT AND CONTRACT ADMINISTRATION

3.3.1 **General.** Provide full service Construction Contract Administration during the construction phase of the Project. The Construction Manager shall provide staff and documentation to ensure compliance with the Contract Documents.

3.3.2 Project Field Office. The Construction Manager shall:

3.3.1.2 Develop and issue a list of telephone numbers, including emergency numbers for use by the City's Representative, Construction Manager and Contractor personnel.

3.3.1.3 Ensure public information is provided in the field office as required by law and the City.

3.3.1.4 Except as specifically provided by the City or Contractor (reference **City's Responsibilities in Exhibit "A"**), provide a complete and ready to use conditioned and furnished field office including:

3.3.1.4.1 An on site computer system and printer to manage the Project, which may be of a portable design and removed when the Construction Manager is not on site.

3.3.1.4.2 A suitable copy machine and fax machine with dedicated phone line.

3.3.1.4.3 A field office phone and cell phone.

3.3.1.4.4 Furniture including a plan table and file cabinet.

3.3.1.5 Make the Construction Manager's field office available for use by the City's personnel, special inspectors, testing consultants, and other consultants when they are providing services on site. Provide a chair and writing surface for such use by others when needed, which may be the Construction Manager's desk or table. A separate dedicated desk or work area is not required.

3.3.2 Photographs. The Construction Manager shall:

3.3.2.1 Be responsible for thoroughly photographing the progress of construction throughout the duration of the Project. Photos will be taken daily, each business day, to show both activity and the lack of activity. This includes but is not limited to providing the City a monthly progress summary showing a pictorial representation of work completed during each month. All photos will be taken with either a 35 mm camera or a digital camera (not a mixture of both formats) showing the picture's date imprinted on the face of each photo and a written description of location taken, work shown or lack of work shown, problem or defect demonstrated, or other purpose of the photo.

3.3.3 Daily Reports (Contractor & Construction Manager). The Construction Manager shall:

3.3.3.1 Be responsible for producing, in Expedition and separate from the Contractor, a report for each day describing the events which took place, including any relevant conversations, construction conflicts and site meetings.

3.3.3.2 Ensure that the Contractor develops its own daily report and will obtain such reports for the Construction Manager field office and City record daily.

3.3.3.3 Ensure that the Construction Manager's and Contractor's daily reports include all of the items required in the Contract Documents, including: the weather conditions, name of contractors on site and number of workers for each, deliveries, equipment, accidents and safety issues, inspections and tests conducted, construction activities, and work completed. The Construction Manager shall immediately notify the City of any safety concerns.

3.3.3.4 When Construction Manager determines that any of the Contractor's daily reports are inaccurate, incomplete or contain potential claim information, the Construction Manager will generate a response, in Expedition, detailing any concerns and requested changes and will forward these documents to the City's Representative for review and approval.

3.3.4 Payment Application (Review & Approval). The Construction Manager shall:

3.3.4.1 Review all applications for payment to ensure that all invoices reflect actual work completed in accordance with the Contract Documents.

3.3.4.2 Verify that all submittals required from the Contractor with each Application for Payment are attached. Request any items from the Contractor that are required but have not been provided and hold application until all required items are provided.

3.3.4.3 In regard to each payment application, issue a recommendation (approval or denial) to the City's Representative providing written response as to why in accordance with the NRS. The City's Representative will then have the responsible charge of either forwarding the application for payment or rejecting it accordingly.

3.3.5 Prevailing Wage Records. The Construction Manager shall:

3.3.5.1 Forward all prevailing wage records to the City for review, approval and record. The Construction Manager will maintain an additional file of the Contractor's prevailing wage records for each progress payment application.

3.3.5.2 Notify the City's Representative of any reported prevailing wage violations.

3.3.6 Project Construction Schedules (Weekly, Monthly & Revisions). The Construction Manager shall:

3.3.6.1 In accordance with Section 01330 of the Construction Contract Project Manual, ensure that the Contractor develops and submits schedules for each progress meeting whenever any of the conditions referenced are encountered.

3.3.6.2 Thoroughly review the Contractor's Baseline Schedule to ensure that such schedule complies with the Construction Contract requirements. Furthermore, the Construction Manager shall utilize its Construction and Claims experience to ensure that the Contractor's Baseline Schedule adequately depicts all of the significant work activities with reasonable timelines.

3.3.6.3 Review all monthly progress schedules for Construction Contract compliance. In addition, the Construction Manager will thoroughly review each progress schedule to ensure that all changes are represented reasonably.

3.3.6.4 Generate a response, which either approves or rejects the Contractor's monthly progress schedules and provide written explanation to the City's Representative for review and approval.

3.3.6.5 Maintain an as-built schedule on site and update it monthly to accurately represent completed work, plus the Contractor's latest schedule for future work. Provide these schedules to the City's Representative each month.

3.3.7 Signatures. Under no circumstances shall the Construction Manager sign or initial any paperwork generated by the Contractor, including verifications of work completed or quantities removed or delivered. All such work verifications and other Contractor paperwork issues shall be noted in the Construction Manager's Daily Reports. The exception to this policy is the receipt of documents, samples, drawings, and similar items received from the Contractor, which may be signed as received.

3.3.8 Substitutions. The Construction Manager shall:

3.3.8.1 Receive all requests for substitutions from the Contractor and review them for Construction Contract compliance, log them into Expedition, reject or forward them to the City's Representative and Architect for review and approval.

3.3.8.2 In the event Substitution Requests are submitted after the allowable time period, and the Contractor has not provided evidence that the product is no longer available through no fault of the Contractor, the Construction Manager will forward a written notice of rejection to the City's Representative for review and approval.

3.3.9 Shop Drawings/Submittals. The Construction Manager shall:

3.3.9.1 Prepare a Master List of all contractually required submittals and forward copies to the field office and City's Representative and the Architect for record.

3.3.9.2 Receive all Submittals from the Contractor and review each for Construction Contract compliance. In the event the submittal is received in a manner contrary to the Construction Contract requirements, the Construction Manager will forward a notice of rejection to the Contractor, Architect and the City's Representative for review and record.

3.3.9.3 Develop a Submittal Log in Expedition showing each submittal, the date received, date forwarded to the Architect, number of days with the Architect, date returned, Architect's response, and the date returned to Contractor.

3.3.9.4 All submittals that are received in accordance with the Construction Contract requirements will be logged into Expedition and forwarded to the Architect for review and approval or rejection.

3.3.9.5 Re-Submittals will be handled in the same manner as Submittals.

3.3.9.6 Forward all Submittals to the City's Representative.

3.3.10 RFI'S. The Construction Manager shall:

3.3.10.1 Create and maintain in Expedition a Request For Information (RFI) Log.

3.3.10.2 Develop an RFI Log in Expedition that shows the date each RFI was received, the content of the RFI, the date forwarded to the Architect and City's Representative, the date returned, the number of days with the Architect, and the response and the date returned to the Contractor.

3.3.10.3 Receive all RFIs from the Contractor and log them into Expedition and coordinate the reply for each.

3.3.10.4 Answer RFIs that can easily be answered without a constructive change to the Construction Contract and forwarded to the City's Representative for review and approval.

3.3.10.5 Immediately notify the City's Representative whenever the Construction Manager determines that an RFI is frivolous and unwarranted.

3.3.10.6 Forward all RFIs to the City's Representative for review and response.

3.3.10.7 All responses to RFIs will be routed through the Construction Manager who will log them into Expedition.

3.3.11 Change Orders. The Construction Manager shall:

3.3.11.1 Create a Change Order Request (COR) log in Expedition.

3.3.11.2 Receive and log all Contractor submitted CORs accordingly.

3.3.11.3 Review all CORs and forward them to the City's Representative and Architect. The Construction Manager will generate a summary of the events/circumstances surrounding the COR that includes the Construction Manager's recommendation regarding each matter.

3.3.11.4 Assist in the negotiations of all Change Order pricing.

3.3.11.5 Draft rejections of CORs as deemed appropriate and forward them to the City's Representative for review and approval.

3.3.11.6 In the event a change is required but pricing is unable to be mutually agreed upon, the Construction Manager will draft a Construction Contract Change Directive to the Contractor and will forward copies to the City's Representative and Architect for review and approval.

3.3.11.7 Coordinate and seek the signatures for approval from the City's Representative, Architect and Contractor for all change orders that have obtained a mutually agreed upon price.

3.3.12 Field Directives. The Construction Manager shall:

3.3.12.1 Issue Field Directives for emergencies and items that require immediate response.

3.3.13 Coordinate Project Progress Meetings/Participate in Partnering Meetings. The Construction Manager shall:

3.3.13.1 Coordinate and execute all progress meetings in accordance with Section 01300.

3.3.13.2 Take and draft all Progress Meeting Minutes and distribute copies to the City's Representative, Architect and Contractor for review and approval.

3.3.13.3 Make any reasonable and merited adjustments to the meeting minutes when requested by the Contractor and Architect within the time specified.

3.3.13.4 Participate in any partnering meetings and draft minutes from such with copies forwarded to the City's Representative for review and approval.

3.3.14 Notices of Non Compliance. The Construction Manager shall:

3.3.14.1 Issue Notices of Non-Compliance for any work activity that is not in compliance with the Contract Documents and forward copies to the City's Representative and Architect.

3.3.15 Notices of Potential Claim. The Construction Manager shall:

3.3.15.1 Forward any and all Notices of Potential Claim to the City's Representative and Architect for review and record.

3.3.15.2 Develop a summary of events and submit it with the Notices of Potential Claim.

3.3.15.3 Draft a response to any Notices of Potential Claim and forward to the City's Representative for review and approval.

3.3.16 Quality Control – (Inspections & Material Testing contracted and paid by the City). The Construction Manager shall:

3.3.16.1 Assist in, be aware of the Contractor's schedule of, and note in the daily report on the Contractor's coordination with the on site quality inspections, special inspections, and material testing services provided by the City's consultants.

3.3.16.2 Review and respond to all inspections and test results with the Contractor and forward copies of each to the City's Representative and Architect for review and approval.

3.3.16.3 Have a representative on-site at all times during construction to ensure that all construction activities are performed in accordance with the Contract Documents.

3.3.17 Public Information. The Construction Manager shall:

3.3.17.1 Refer all public inquiries to the City's Representative.

3.3.18 Project Documentation Control. The Construction Manager shall:

3.3.18.1 Develop a system in Expedition for logging all correspondence received and generated.

3.3.18.2 Maintain a complete set of as-built drawings for the Project, independent of the Contractor's as-built drawing set.

3.3.19 Reporting. The Construction Manager shall:

3.3.19.1 Prepare a monthly progress and summary report and submit it to the City with the monthly payment request. Reference **Exhibit "B"**.

3.3.19.2 Phone the City's Representative each day activity is occurring on site or outstanding issues remain unresolved, to update the City on the Project status.

3.3.20 Traffic Control. The Construction Manager shall:

3.3.20.1 Monitor and respond to all traffic control issues.

3.3.20.2 Review any traffic control plans submitted by the Contractor and forward them to the City with recommendations.

3.3.21 Punchlists and Substantial Completion. The Construction Manager shall:

3.3.21.1 Upon receiving a Notice of Substantial Completion request from the Contractor, the Construction Manager will coordinate and participate in the walk through with the City's Representative, Architect and Contractor.

3.3.21.2 Collect from the Contractor and forward the Certificate of Occupancy to the City's Representative and file a copy in the Project records. The Certificate of Occupancy is a minimum prerequisite to requesting the Substantial Completion walk through.

3.3.21.3 Develop in Expedition a punchlist generated from the walk through and forward it to the City's Representative and Architect for review and approval prior to forwarding to the Contractor.

3.3.21.4 Upon a finding by the City's Representative that the Project is Substantially Complete, the Construction Manager will prepare in Expedition and issue a Certificate of Substantial Completion for signature by the City's Representative and Architect. Copies will be forwarded to the City's Representative and Architect for record.

3.3.21.5 Observe and verify that all punchlist items are completed in accordance with the Construction Contract requirements.

3.3.21.6 Upon proper completion of the punchlist items, the Construction Manager will assist in ensuring that the City's Representative is properly and promptly notified to allow for Contractor payment.

3.3.21.7 If requested by the City's Representative, assist the building occupants in coordinating their move in, Project re-keying, utility services and building system maintenance contracts.

3.4 PROJECT CLOSEOUT

3.4.1 General. Provide a complete record of Project documentation to the City's Representative for Project closeout.

3.4.1 Final Quantities and Payment. The Construction Manager shall:

3.4.1.1 Determine the final quantities for unit price items and forward a summary to the City's Representative and Architect for review and record.

3.4.1.2 To facilitate Final Payment to the Contractor, the Construction Manager will collect the required affidavits and related documents and will issue them to the City's Representative.

3.4.1.3 Obtain the Final Payment approval from the City's Representative.

3.4.2 Equipment Verification. The Construction Manager shall:

3.4.2.1 Upon completion of the Project, the Construction Manager will ensure that all equipment is demonstrated by the Contractor (to the City) to be operational in accordance with the Construction Contract requirements.

3.4.2.2 Ensure that all related equipment manuals are accounted for and delivered to the City's Representative.

3.4.2.3 Verify that all spare parts and materials are provided and/or accounted for in accordance with the Construction Contract requirements.

3.4.3 Final Report and Delivery of Project Documentation. The Construction Manager shall:

3.4.3.1 Prepare a final Project report and forward to the City's Representative.

3.4.3.2 Place and label Project files in containers and deliver to the City's Representative.

3.4.1.1 Provide the City's Representative with a complete and final as-built set of drawings.

3.5 MATERIAL TESTING AND SPECIAL INSPECTION

3.5.1 GENERAL. If any Consultant proposal or other documents prepared by anyone other than the City is attached to this Agreement or included by reference herein, the terms of this Agreement shall govern any conflicts between the documents and this Agreement, and any such attachments shall only be utilized to compliment this Agreement in describing the detail of the scope of work described in this Agreement (except that under no circumstances shall the scope shall be limited to less than the requirements of the City of Las Vegas Department of Building and Safety), to avoid re-typing standard schedules of hourly rates for personnel, rates for material tests, and similar standard rate schedules. All other terms, conditions, and uses of any such attachments are to be ignored in connection with this Agreement, even if such attachments are signed by the parties to this Agreement.

Testing and sampling operations shall be in accordance with recommended American Society for Testing Materials (ASTM) Standards and other standard testing methods and procedures, and as necessary to produce the information required for the reports. Report all laboratory determinations.

The Consultant, at no additional cost, shall properly retain samples for a period of one year after completion of the Project, and a longer period if so instructed by the City in which case reasonable storage charges shall be negotiated prior to the time extension, or the samples delivered to the City if charges cannot be negotiated.

3.5.2 REGULATORY AUTHORITIES. The Consultant does hereby acknowledge, understand and agree that the Office of Architectural Services, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Office of Architectural Services does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Office of Architectural Services. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

The Consultant acknowledges that they have thoroughly reviewed the scope of work of this Agreement with the City of Las Vegas Department of Building and Safety and all governmental regulatory authorities, have included all requirements of these authorities in the Fee shown in Exhibit "D", and hereby waives any right to claim additional compensation for any reason caused by these regulatory authorities.

3.5.3 CONTRACTOR. The Consultant does hereby acknowledge, understand and agree that the construction means, methods, and scheduling of the individual trades involved in the Project are under the control of the Contractor and not the City, and that the Consultant is required to coordinate with the Contractor in performance of this Agreement regardless of how the Contractor chooses to schedule the work, or what means and methods the Contractor chooses to utilize, and that the Consultant is experienced in the work of this Agreement and the type of construction shown in the Project documents, and that the Consultant has thoroughly reviewed all of the available documents for the Project, visited the site, and will perform the services of this Agreement without an increase in compensation from the City for any construction conflicts, problems or delays encountered in regard to the Contractor, subcontractors, workers, construction type, construction schedule, construction means and methods, site parking, site office, site utilities, and all other construction conditions that are under the control of the Contractor.

3.5.4 SPECIAL INSPECTION SCOPE OF WORK. The Consultant shall provide the complete scope of Special Inspection and testing services required by the City of Las Vegas Department of Building and Safety for the Project and any additional special inspection indicated in the Project drawings and specifications. The required scope of work, duties, responsibilities, and reporting submittals are contained in, but not limited to, the City of Las Vegas Department of Building and Safety Special Inspection Guidelines SI-1 form, the Special Inspection Agreement SI-3 form, the Scope of

Work SI-6 form, the currently adopted version of the amended building code, the building permit drawing set for the Project stamped and noted by the Building Department and reserved for the on-site use of the Special Inspector, as well as all qualifying documentation, agreements, and requirements set forth between the City of Las Vegas Department of Building and Safety and the Consultant, the Consultant's subconsultants, and the individual professionals representing the Consultant. The work of the special inspector includes the observation of all testing required by the Building Department for the Project.

The scope of work also includes all necessary work in providing the following reports, as required and acceptable to the appropriate City of Las Vegas regulatory authorities:

1. Final Grading Report(s), On and off site.
2. Pad Certification Report(s), and Pad Re-certification Report(s) as required.
3. R-Value Verification Report for off-site construction.
4. Select Backfill Letter for off-site trenching backfill material.

The Consultant does represent that they are an Approved Special Inspection Agency as qualified by the City of Las Vegas Department of Building and Safety, and that they will remain so during the term of this Agreement. If the Consultant is removed from this qualified list, or otherwise limited in performing their duties and responsibilities under this Agreement, the Consultant does hereby agree to subcontract their responsibilities to a properly qualified consultant at no additional cost to the City. The City shall have the right to approve any such subconsultant prior to their use.

3.5.5 MATERIAL TESTING SCOPE OF WORK. In addition to the material testing included in the Special Inspection Scope of Work SI-6 form and as otherwise required by the City of Las Vegas Department of Building and Safety, the Consultant shall provide the following material testing for the Project, each of which is more fully described in the Project Documents:

1. None anticipated.

In addition to the material testing more fully described in the Project Documents, the Consultant shall also provide the following additional material testing:

1. None anticipated.

3.5.6 CONSULTANT REPORTING.

In addition to the reports required by the material testing sections of the Project Documents and the daily, weekly, and final report requirements for Special Inspection requirements by the City of Las Vegas, Department of Building and Safety, the Consultant shall immediately report verbally and in writing to the City Representative any:

1. Testing or inspection that fails specifications or requirements (non-conforming items).

2. Missed testing or inspections, including periodic inspections when continuous was required.
3. Testing where there is a reasonable doubt that the future test results may not meet the specifications.
4. Construction that proceeds without the required testing or inspection.
5. Construction that proceeds after uncorrected failed test results or doubtful future results.
6. Construction that is not in compliance with the Project Documents.
7. Structural failure or collapse.
8. Disciplinary actions taken by the Building Department against the Consultant or Contractor.
9. Daily reports shall note the following minimum information for the City's use on each report:
 - a. Whether inspection was Continuous or Periodic.
 - b. Time Beginning Inspection.
 - c. Time Ending Inspection.
 - d. Total Hours spent inspecting for the day.
 - e. List of Non-conforming Items not yet corrected, inspected, and approved at the end of the day.

3.5.7 CONSULTANT LIMITATIONS.

The Consultant is NOT authorized to do any of the following:

1. To inspect or approve any work for which the building permit has not been issued;
2. To inspect or approve or otherwise authorize any work to commence before the Building Department has made the initial inspection;
3. To inspect or approve any work other than that for which they are specifically certified;
4. To accept alternative materials, structural changes, or revisions to plans without approval by the City and Building Department.
5. Any act or statement to the Contractor that leads the Contractor to claim a change in price or schedule.

3.5.8 RE-INSPECTION and RE-TESTING.

Re-inspection and re-testing services shall be considered Additional Services as provided for in this Agreement. The Additional Services requirement or pre-authorization in writing shall be waived for a re-inspection and re-testing if: 1) the re-inspection and re-testing is required by the Department of Building and Safety, and 2) it is not reasonable to require the pre-authorization without impacting the Project schedule, and 3) the Consultant provides itemized detailed records of the re-inspection and re-testing performed to the City and the Contractor within 24 hours of performing each service.

The Consultant agrees to cooperate with the Contractor in providing re-testing and re-inspection services as required by regulatory authorities and as requested by the Contractor, and to invoice the Contractor directly for such services no less frequently than monthly and at the same rates and conditions as the terms of this Agreement. Prior to providing each re-inspection and re-testing service, the Contractor shall sign a Consultant prepared notice stating that the re-inspection and re-testing is being performed at the request of the Contractor. If the Contractor refuses to sign any such notice or notes a disagreement on the notice along with the signature, the Consultant shall continue providing services as required by the "Continued Service" provisions of Exhibit "E", although the City shall not be obligated to compensate the Consultant for such services if the re-inspection and re-testing service claim is invalid as defined herein.

The Consultant shall timely notify the City in writing should the Contractor fail to compensate the Consultant for any re-inspection and re-testing services, so that the City can make a good faith effort to withhold such compensation from the Contractor and reimburse the Consultant. Should the Consultant fail to provide such notification of non-payment to the City the earlier of: 1) 60 days after providing the service, or 2) 30 days after Substantial Completion of the Project excepting those services performed after Substantial Completion, the claim for such service shall be invalid and no compensation shall be paid to the Consultant.

Re-inspection and re-testing claims shall also be invalid and no compensation shall be paid to the Consultant if one or more of the following events occur: 1) the Consultant fails to note the circumstances and reasons for each failure to obtain the Contractor's signature on the notice requesting service in their itemized detailed records of the re-inspection and re-testing, or 2) the Consultant fails to provide records on a daily "as performed"

basis or in sufficient detail to evaluate the claim, or 3) the need for such service is caused in whole or part by the actions or inactions of the Consultant, or the Consultant's failure to fulfill their duties with the Department of Building and Safety, regardless of whether such duties or failure is specifically referenced by this Agreement, or 4) the Consultant fails to either gain pre-authorization in writing by the City or fails to meet the conditions for waiver of the pre-authorization as provided for herein.

3.6 TABLE OF RESPONSIBILITIES

3.6.1 The following Table of Responsibilities further describes the Construction Manager's responsibilities, duties, and services as well as the general process in regard to his relationship to the City and other third parties working on the Project, and is hereby made a part of this Exhibit.

3.6.2 The Table is subject to change at the City's discretion. If such change is merely an increase or decrease in the level of responsibility of the listed tasks, the total Fee shall not be adjusted for such change.

END OF EXHIBIT "A", TABLE OF RESPONSIBILITIES ON NEXT PAGE

City Hall East Tower - Table of Responsibilities

- 1 = Principal Responsibility [(1) desired but not essential]
 2 = Participatory Responsibility
 3 = Observation
 n = No Participation

This is not a complete list of responsibilities.

	OAS Project Manager	OAS Construction Project Rep	OAS Designer/Technician	Architect/Prime Consultant	General Contractor	Construction Manager	Commissioning Project Rep
DESIGN PHASE							
Setup the project & design contract in Expedition, upon signing of the consultant contract	1	n	n	n	n	n	n
Conduct Kick-off and periodic design meetings	1	n	2	1	n	n	n
Provide meeting minutes	2	n	2	1	n	n	n
Photos of the Site/Existing Facilities/Off-sites as needed for design	1	n	2	2	n	n	n
Code Compliance	2	3	2	1	n	n	n
Drawing Sets, review	1	2	2	1	n	1	1
Drawing Review Sets, distribute, log & collect comments, review with clients	1	n	2	3	n	n	n
Drawing Set & Project Manual, provide latest Design & Bid set on the Office Plan Rack	2	n	1	3	n	n	n
Drawing Set & Project Manual, provide photocopy of the Building Permit set for the Office Plan Rack	2	1	2	3	n	n	n
CONSTRUCTION PHASE							
Pre-Construction Conditions Photos of the Site/Existing Facilities/Off-sites (extensive legal record)	2	2	n	3	1	1	n
Progress Photos, daily regardless of activity	2	2	n	3	1	1	2
Ceremonial Event Photos & Attendance	1	3	n	n	n	n	n
Daily Reports, fill out in Expedition (separate from the Contractor's)	3	2	n	n	n	1	1
Daily Reports, collect and review contractor's reports	2	2	n	n	2	1	2
Schedule of Values, review initial submittal	2	1	n	3	2	1	n
Payment Applications, review & approve	2	1	n	3	2	2	2
Payment Applications, write notification letter to contractor for payment withholding per NRS	2	1	n	3	2	2	2
Prevailing Wage, collect and maintain wage records from contractor	2	2	n	n	2	1	n
Prevailing Wage, make records available to others	2	1	n	n	2	1	n
Prevailing Wage, investigate violations (Purchasing Dept. has primary responsibility)	2	2	n	n	2	2	n
Construction Schedules, review initial, monthly, & corrective submittals	2	1	n	3	2	1	n
Construction Schedules, send scheduling correction letters to the contractor	2	2	n	3	n	1	n
Substitution Requests, log (Expedition), reply with "too-late" rejection notices	2	2	n	2	n	1	n
Substitution Requests, review & approve	1	2	n	1	n	2	2
Shop Drawings & Submittals, prepare master list for project (Expedition)	3	2	n	3	1	1	n
Shop Drawings & Submittals, log (Expedition), verify specs, reject or forward to Architect	3	2	n	2	2	1	n
Shop Drawings & Submittals, review & stamp	2	2	n	1	n	2	2
Shop Drawings & Submittals, review approval status prior to returning to contractor	2	1	n	2	2	1	n
RFI, log (Expedition), track and issue Answer to contractor	2	2	n	2	3	1	n
RFI, authority to reply to the contractor - minor issues (no cost, time, or drawings/spec issues)	2	2	n	2	3	1	2
RFI, authority to reply to the contractor - cost or time issues	2	1	n	2	3	2	3
RFI, Interpret Drawings & Specs, issue Notice of Clarification	2	2	n	1	3	2	2
Change Order Requests, log (Expedition)	2	2	n	3	2	1	3
Change Order Requests, review & negotiate	2	1	n	1	2	2	3
Change Orders, prepare	2	2	n	3	n	1	n
Change Orders, required signatures	2	1	n	1	1	2	n
Construction Change Directive, prepare and issue (Expedition)	2	2	n	3	3	1	3
Construction Change Directive, required signatures	2	1	n	1	(1)	2	n
Construction Change Directive, follow-up as Change Order, claim, or close issue	2	2	n	3	2	1	n
Claim, log Notice of Claim (Expedition), track through close	3	2	n	3	n	1	n
Claim, investigate and decide if valid	2	1	n	2	n	1	n
Claim, answer with Claim Action (Expedition)	3	1	n	3	n	1	n
Pre-Con Meeting, conduct	2	2	n	2	2	1	2
Progress Meetings, conduct	3	2	n	2	2	1	2
Progress Meeting Minutes, type & distribute (support by Gail as available)	3	2	n	3	3	1	n
Notice of Non-compliance, issue	2	2	n	2	3	1	n
Inspect for Code Compliance (Bldg Dept. has prime responsibility)	3	3	n	2	2	3	1
Review Construction for compliance to Drawings & Specs	2	3	n	1	1	1	1
As-Built Drawing Set, run photocopy of Building Permit set and deliver to contractor	2	1	2	3	3	1	n
As-Built Drawing Set, maintain	2	2	n	2	1	1	2
As-Built Drawing Set, review and verify that contractor is maintaining	2	1	n	2	n	1	3
Coord Special Inspections & Material Testing	3	2	n	n	1	2	1
Review and comment on testing reports	2	1	n	1	3	1	1
Punch List, conduct walk-thru	2	2	n	1	1	1	2
Punch List, type & distribute	2	2	n	2	2	1	2
Punch List, verify completion of items	2	2	n	2	2	1	n
Notify & Coordinate Owner Move-in	1	2	n	n	2	2	n
Certificate of Occupancy, collect, copy, file, deliver	3	2	n	n	1	1	n
Certificate of Substantial Completion, prepare & issue	2	1	n	n	n	1	n
Certificate of Substantial Completion, sign	2	1	n	1	1	2	n
PROJECT CLOSE-OUT							
Collect & Distribute Manuals & Warranties	3	2	1	n	2	1	2
Demonstrate Equipment Operation	3	2	n	(1)	1	1	1
Spare Parts & Materials, verify provided	3	2	n	2	1	1	3
As-Built Drawings, review prior to forwarding to consultant for drafting	2	2	n	2	2	1	3
Project Record Docs (as-builts, submittals), transmit, log, record, verify scanning, archive	3	2	1	2	2	1	3
Final Payment, collect affidavits & documents	2	2	n	n	3	1	n
Final Payment, approve	2	1	n	n	n	2	n
Close-Out Checklist and Turnover Memo	2	2	1	n	n	2	n
Warranty Calls, handle	2	1	3	n	2	n	n
Warranty Follow-up, send out Project Warranty Review and Evaluation Questionnaire letter	2	2	1	n	n	n	n
Warranty Follow-up, conduct 10 month review on-site	2	1	2	n	3	n	n

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 1: GENERAL

1.1 The Construction Manager shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Agreement and other Exhibits for additional Construction Manager submittals and requirements, and documents to be forwarded from the Contractor.

ARTICLE 2: CONSTRUCTION PHASE - MONTHLY INVOICES

2.1 Together with the Construction Manager's monthly invoice for services, provide copies of the following documents for the period covered by the invoice:

2.1.1 A monthly progress and summary report.

2.1.2 The Construction Manager's Daily Reports, with original signature of the Construction Manager.

2.1.3 The Construction Manager's daily photographs, labeled and dated.

2.1.4 Current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project electronic file format.

2.1.5 Electronic copy of the Expedition database containing all Project documents generated to date.

ARTICLE 3: CLOSE-OUT PHASE - FINAL PAYMENT

3.1 Together with the Construction Manager's invoice for final payment, or upon termination of this Agreement for any reason, provide:

3.1.1 A final Project summary report.

3.1.2 All original documents including photographs and negatives, or printed copies and electronic files if digital, relating to the Project produced during the term of this Agreement. Provide electronic files of all documents that are electronically produced or stored. Organize and label all documents in containers.

ARTICLE 4: SPECIAL INSPECTION AND MATERIAL TESTING

4.1 **SPECIAL INSPECTION.** Provide reports and other submittals as required by the Building Department. Provide one (1) duplicate copy concurrent with each Building Department submittals to the Office of Architectural Services City Representative, stamped, signed and dated by the licensed engineer of record.

4.2 **MATERIAL TESTING.** Five (5) copies of any reports, stamped, signed and dated by the licensed engineer of record.

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

It is understood that the City may produce and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: GENERAL

- 1.1 The time schedule for performance of the Construction Manager's work begins with the date of this Agreement and runs the length of time that the Contractor has by Construction Contract to reach Substantial Completion plus a reasonable time after that for punch list and document close-out of the Project.
- 1.2 The current estimated construction cost of this Project is \$30,124,580.00.

ARTICLE 2: LATE COMPLETION

- 2.1 The Construction Manager's total Fee for the Scope of Services is based on:
- 2.1.1 An anticipated date of 16 months for the Contractor to achieve Substantial Completion of the Project.
- 2.1.2 30 calendar days for post construction activities.
- 2.2 If any of the proceeding completion schedules are exceeded, the Construction Manager shall be compensated for any additional costs required due to the delay as an Additional Service, which shall be agreed to in writing prior to rendering the Additional Services.

ARTICLE 3: MATERIAL TESTING AND SPECIAL INSPECTION

Subject to any limitations stated in the Consultant's proposal, the specified services shall be completed as the Project progresses and reports delivered to the City within Thirty (30) calendar days of the inspection and testing, barring circumstances beyond the Consultant's control that force a delay.

The Consultant shall respond to a request to perform an inspection or test with Twenty Four (24) Hours from the time the request is received from the City's Representative.

The Consultant shall have in his possession a cellular phone from which he may be contacted or may contact the City's Representative while on-site.

Site access is hereby provided to the Consultant by the City for the scope of services contained in this Agreement. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property.

The Consultant shall provide the required services until the Project is completed. Except as provided for in Paragraph 8.01 Suspension, additional compensation shall not be allowed should the completion date of the Project extend beyond the completion date anticipated.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

MONTH	FEE
October	\$53,063.82
November	0.00
December	0.00
January	0.00
February	0.00
March	\$22,839.54
April	\$63,956.76
May	\$63,956.76
June	\$63,956.76
July	\$63,956.76
August	\$63,956.76
September	\$63,956.76
October	\$63,956.76
November	\$63,956.76
December	\$63,956.76
January	\$66,760.11
February	\$66,760.11
March	\$66,760.11
April	\$66,760.11
May	\$66,760.11
June	\$66,760.11
July	\$66,760.11
Close-Out	\$49,403.55
TOTAL	1,168,238.55

ARTICLE 1: INVOICING

- 1.1 Invoices shall be submitted monthly and reflect the monthly rates shown above.
- 1.2 None of these monthly invoices shall affect the prompt payment for authorized Additional Services and Reimbursable Expenses as completed, except that retainage shall also be held on any Additional Services.

ARTICLE 2: ON-SITE HOURS

2.1 Construction through Substantial Completion Phase

2.1.1 The Construction Manager, Office Engineer, Inspector, and Administrative Assistant on-site hours shall average forty (40) hours per week. The Project Manager shall average 5 hours per week and the Project Director shall average one hour per week over the construction term, from Contractor's initial on-site staging through Substantial Completion.

2.1.2 The Construction Manager shall utilize all reasonable means in timely completing the required Scope of Services (**Exhibit "A"**). The parties to this Agreement understand that there may be periods during the term of this Agreement when the workload can not be reasonably or properly handled by the Construction Manager within the hours and personnel shown herein. If this should occur, the Construction Manager shall immediately notify the City's Representative of the situation.

2.2 Project Close-Out Phase

2.2.1 The Project Close Out Fee shown above is based on 30 days at full-time staffing of the Construction Manager, Office Engineer and Administrative Assistant, to be billed on actual hours incurred over the closeout period. This Fee is a Not To Exceed amount. In the event the Close

Out hours required justifiably exceeds the Not To Exceed Fee, after written approval from the City, the Fee may be adjusted based on Additional Services as set forth in **Exhibit "E"**.

2.2.2 After Substantial Completion, the Construction Manager shall expend sufficient on-site hours to fulfill the obligations of the Agreement subject to the limitations in hours and the Not to Exceed Close Out Fee shown above.

2.3 Overtime

2.3.1 If Construction Management Services are required after normal business hours (8 hour shift or 40 hours per week) to oversee the work of the Contractor, the Construction Manager shall invoice the Contractor directly for overtime compensation. The Construction Manager shall receive written authorization for overtime compensation from the Contractor prior to the work.

END OF EXHIBIT "D"

EXHIBIT "E"

HOURLY RATE SCHEDULE

ARTICLE 1: CONSTRUCTION MANAGER'S HOURLY RATES

- 1.1 The following hourly rates are to be used as the basis for negotiation of Additional Services as required, except that if the Additional Services are due to an extension of the construction schedule, the monthly rates shown on Exhibit "D" shall be the rate basis rather than the hourly rates shown here. Rates are valid for the duration of the Project and include salary costs, overhead, administration and profit.

CLASSIFICATION	HOURLY RATE
Project Director	\$180.02
Project Manager	\$160.27
Construction Manager	\$127.98
Office Engineer	\$87.02
Inspector	\$81.57
Administrative Assistant	\$55.70

- 1.2 Material Testing and Special Inspection Hourly Rates:

CLASSIFICATION	HOURLY RATE
Principal Engineer	\$139
Senior Engineer	\$119
Project Manager	\$102
Special Inspector	\$68
Technician/CADD Operator	\$50
Clerical	\$43

ARTICLE 2: ADDITIONAL SERVICES

- 1 No Additional Services are authorized or anticipated as of the date of this Agreement. Should the following events occur and be authorized in writing, the Additional Services will be based on the following rates:

- 2.1.1 Extension of time to the Construction Contract beyond that indicated in Exhibit "C" (Performance Schedule), shall be based on the hourly rates of the individuals.

- 2.1.2 Additional Services not related to an extension of time but rather to a change in scope of services shall be based on hourly rates of the individuals.

ARTICLE 3: REIMBURSABLE EXPENSES

- 3.1 None authorized or anticipated as of the date of this Agreement. Should any Reimbursable Expenses be authorized, they shall be billed at actual cost without overhead multiplier. Should the following expenses be authorized in writing, they will be considered a Reimbursable Expense:

- 3.1.1 Except as otherwise provided for in this Agreement: reproduction costs beyond normal office paperwork and submittals required in Exhibit "B", travel costs outside the greater Las Vegas Area, and additional insurance premiums.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

PROJECT MANAGER: Frank Trupiano

PROJECT REPRESENTATIVE: Glenn Rinehimer

CONSTRUCTION MANAGER'S PROJECT STAFF

The following personnel will be assigned by to work on the Project. Any changes require City approval.

ON-SITE CONSTRUCTION MANAGER: Rick Cooley, PE

ON-SITE OFFICE ENGINEER: Michael Langen

PROJECT MANAGER: Paul Oblack

CONSTRUCTION MANAGER'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the Construction Manager to work on the Project. Any changes require City approval.

GEOTECHNICAL ENGINEER: Ninvo & Moore

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

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

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	<u>Contracting Entity</u>
Harris & Associates	
Name	
2310 Paseo Del Prado, Suite A104	
Address	
Las Vegas, NV 89102	
Telephone	
(702) 597-9410	
EOB or DUNS	
94-2385238	

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement:</u>	
Construction Management and Special Inspection Services for the new City Hall tower.	
<u>RFP #</u>	

Block 3	<u>Type of Business</u>		
☐ Individual	☐ Partnership	☐ Limited Liability Company	☒ Corporation

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

Block 4 Disclosure of Ownership and Principals			
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See attached list		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 2

Block 5 Disclosure of Ownership and Principals - Alternate	
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.	
Name of Attached Document:	<u>Disclosure of Principals - Continuation</u>
Date of Attached Document:	<u>08/09/2004</u> Number of Pages: <u>2</u>

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

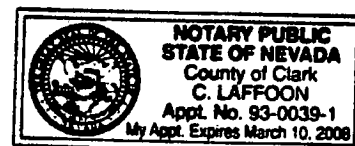
 Name
 8/9/04

 Date

Subscribed and sworn to before me this 9th day of

August, 2004.

 Notary Public



Disclosure of Principals - Continuation

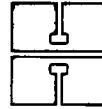
1. L. Carl Harris, PE/ Chairman	120 Mason Circle Concord, CA 94520	925-827-4900
2. Guy Erickson, PE/ President	120 Mason Circle Concord, CA 94520	925-827-4900
3. Jeffrey M. Cooper, PE/ Sr. Vice President	34 Executive Park, Suite 150 Irvine, CA 92614	949-655-3900
4. Dan Masdeo, PE/ Sr. Vice President	120 Mason Circle Concord, CA 94520	925-827-4900
5. Neil McCosker, PE/ Sr. Vice President	120 Mason Circle Concord, CA 94520	925-827-4900
6. James Parmley,/ Sr. Vice President	120 Mason Circle Concord, CA 94520	925-827-4900
7. Vern Phillips, PE/ Sr. Vice President	120 Mason Circle Concord, CA 94520	925-827-4900
8. Michael Cooper, PE/ Vice President	178 Second Street, Suite C Gilroy, CA 95020	408-842-5777
9. Brian Danley, PE/ Vice President	120 Mason Circle Concord, CA 94520	925-827-4900
10. Randall S. Duncan/ Vice President	120 Mason Circle Concord, CA 94520	925-827-4900
11. Edgar Edwards/ Vice President	34 Executive Park, Suite 150 Irvine, CA 92614	949-655-3900
12. James Guerrero, PE/ Vice President	34 Executive Park, Suite 150 Irvine, CA 92614	949-655-3900
13. Robert Guletz, PE/ Vice President	120 Mason Circle Concord, CA 94520	925-827-4900
14. Andrew Hays, AIA/ Vice President	120 Mason Circle Concord, CA 94520	925-827-4900
15. Nabil Hissen, PE/ Vice President	120 Mason Circle Concord, CA 94520	925-827-4900
16. Ed Kozlowski, AIA/ Vice President	120 Mason Circle Concord, CA 94520	925-827-4900
17. Russell Moore, PE/ Vice President	120 Mason Circle Concord, CA 94520	925-827-4900
18. James Morris, CCM/ Vice President	2310 Paseo Del Prado, Ste A104 Las Vegas, NV 89102	702-597-9410

Disclosure of Principals - Continuation

19. Gregory Ow, PE/ Vice President	120 Mason Circle Concord, CA 94520	925-827-4900
20. Kelly Riddle/ Vice President	6435 N. Palm Ave., Ste 106 Fresno, CA 93704	559-244-4614
21. Steven Roberts, PE/ Vice President	4600 Northgate Blvd. Ste 100 Sacramento, CA 95834	916-928-9600
22. Marian Ross, CFO/Vice President	120 Mason Circle Concord, CA 94520	925-827-4900
23. David Seevers, PE/ Vice President	34 Executive Park, Suite 150 Irvine, CA 92614	949-655-3900
24. Marie Shockley/ Vice President	120 Mason Circle Concord, CA 94520	925-827-4900
25. Larry Timmer, PE/ Vice President	120 Mason Circle Concord, CA 94520	925-827-4900
26. Byron G. Tobey, Jr., PE/Vice President	120 Mason Circle Concord, CA 94520	925-827-4900
27. Rolland Williams, Sr./ Vice President	120 Mason Circle	925-827-4900

8/9/04
Date

August 5, 2004



Harris & Associates

Program Managers
Construction Managers
Civil Engineers

Frank Trupiano, IIDA
Principal Designer
Public Works Office of Architectural Services
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: City Hall Expansion Project
Letter Proposal

Dear Frank:

Harris & Associates is a uniquely qualified third party construction management firm that provides public agencies with full service construction management. We have the capacity to provide cradle to grave services for all vertical and horizontal construction.

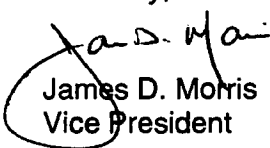
We are pleased to provide the City with these services for the new City Hall Expansion project that will house the development services center for the City. We are prepared to provide the City with Construction management services beginning with a full Biddability / Constructability (B/C) review and concluding with project closeout ready for move in. We will also be providing the City with all special inspections as required by the City's building department as part of our services and material testing as required.

Harris & Associates will be providing these services for the not to exceed cost of \$1,168,238.58. These costs are based on providing a full B/C review, one-month start-up, 16 months of actual construction time and one month of project closeout. Our CM scope will include: full contract administration, cost control, schedule control, quality control inspection, special inspections and material testing. These services will be provided by our on site full time staff of construction professionals as shown in our spreadsheet titled City of Las Vegas City Hall Expansion.

We look forward to working with the City and its staff in providing these services for this very challenging and exciting project.

If you should have any questions regarding this letter, please do not hesitate to contact me at your earliest possible convenience.

Sincerely,


James D. Morris
Vice President

Project Staffing Plan																			
Months	Base		Billing	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Extension	Project	
Hours Per Month	Salary	Mark-up	Rate	176	152	168	176	168	168	176	168	168	184	144	176	Hours	For 2004	Totals	
PreConstruction Management Services																			
Project Director	55.73	2.93	163.29	0	0	0	0	0	0	0	0	0	4	0	0	4	653.16	653.16	
Project Manager	49.62	2.93	145.39	0	0	0	0	0	0	0	0	0	40	0	0	40	5,815.46	5,815.46	
Constuction Manager	39.62	2.93	116.09	0	0	0	0	0	0	0	0	0	80	0	0	80	9,286.93	9,286.93	
Mechical Reviewer	33.99	2.93	99.59	0	0	0	0	0	0	0	0	0	80	0	0	80	7,967.26	7,967.26	
Structural Reviewer	35.85	2.93	105.04	0	0	0	0	0	0	0	0	0	80	0	0	80	8,403.24	8,403.24	
Electrical Reviewer	34.92	2.93	102.32	0	0	0	0	0	0	0	0	0	80	0	0	80	8,185.25	8,185.25	
Architectural Reviewer	36.27	2.93	106.27	0	0	0	0	0	0	0	0	0	120	0	0	120	12,752.53	12,752.53	
Subtotal				0	0	0	0	0	0	0	0	0	484	0	0	124	53,063.82	53,063.82	
Construction Management Service																			
Project Director	55.73	2.93	163.29	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	
Project Manager	49.62	2.93	145.39	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	
Construction Manager	39.62	2.93	116.09	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	
Office Engineer	26.95	2.93	78.96	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	
Inspector (Special & QC)	25.26	2.93	74.01	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	
Inspector	28.27	2.93	82.83	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	
Administration	17.25	2.93	50.54	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	
Subtotal				0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	
Special Services																			
			0.00							0	0	0	0	0	0	0	0.00	0.00	
Certified Payroll Review	22.10	2.93	64.75							0	0	0	0	0	0	0	0.00	0.00	
																	0.00	0.00	
Subtotal																	0.00	0.00	
Material Testing																	0.00	0.00	
Totals				0	0	0	0	0	0	0	0	0	484	0	0	124	53,063.82	53,063.82	



Project Schedule			2005									
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Construction Management Services												
Post Construction Services												

Project Staffing Plan																Total	Extension	Project
Months	Base		Billing	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Hours	For 2005	Totals
Hours Per Month	Salary	Mark-up	Rate	176	152	168	176	168	168	176	168	168	184	144	176			
Post Construction Management Services																		
Project Director	67.85	2.93	198.80													0	0.00	653.16
Project Manager	52.10	2.93	152.85	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	5,815.46
Construction Manager	41.60	2.93	121.89	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	9,286.93
	0.00	2.93	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	7,967.26
	0.00	2.93	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	8,403.24
	0.00	2.93	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	8,185.25
	0.00	2.93	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	12,752.53
Subtotal		2.93		0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	53,063.82
Construction Management Services																		
Project Director	58.52	2.93	171.46	0	0	4	4	4	4	4	4	4	4	4	4	40	6,858.54	6,858.54
Project Manager	52.10	2.93	152.85	0	0	10	20	20	20	20	20	20	20	20	20	190	29,004.07	29,004.07
Construction Manager	41.60	2.93	121.89	0	0	80	176	168	168	176	168	168	184	144	176	1,608	195,995.90	195,995.90
Office Engineer	28.29	2.93	82.89	0	0	80	176	168	168	176	168	168	184	144	176	1,608	133,286.64	133,286.64
Inspector (special & QC)	26.52	2.93	77.70	0	0	0	176	168	168	176	168	168	184	144	176	1,528	118,731.10	118,731.10
Inspector	29.69	2.93	86.99	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00
Administration	18.11	2.93	53.06	0	0	80	176	168	168	176	168	168	184	144	176	1,608	85,324.18	85,324.18
Subtotal				0	0	254	728	696	696	728	696	696	760	600	728	6,582	569,200.43	569,200.43
Special Services																		
		2.93	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00
Certified Payroll Review	22.10	2.93	66.08	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00
																	0.00	0.00
																	0.00	0.00
Subtotal																	0.00	0.00
Material Testing(reports /man.)																	52,000.00	52,000.00
Totals				0	0	254	728	696	696	728	696	696	760	600	728	6582	621,200.43	674,264.26



Project Schedule													2006											
													Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Construction Management Services																								
Post Construction Services																								

Project Staffing Plan																	Total Hours	Extension For 2006	Project Totals
Months	Base		Billing	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Hours Per Month	Salary	Mark-up	Rate	176	152	168	176	168	168	176	168	168	184	144	176				
Post Construction Management Services																			
Project Director	61.44	2.93	180.02	0	0	0	0	0	0	0	4	0	0	0	0	4	720.08	1,373.23	
Project Manager	54.70	2.93	160.27	0	0	0	0	0	0	0	20	0	0	0	0	20	3,205.42	9,020.88	
Construction Manager	43.68	2.93	127.98	0	0	0	0	0	0	0	168	0	0	0	0	168	21,501.04	30,787.97	
Office Engineer	29.70	2.93	87.02	0	0	0	0	0	0	0	168	0	0	0	0	168	14,619.53	22,586.78	
Inspector	27.84	2.93	81.57	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	8,403.24	
Inspector	31.17	2.93	91.33	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	8,185.25	
Adminstration	19.01	2.93	55.70	0	0	0	0	0	0	0	168	0	0	0	0	168	9,357.48	22,110.01	
Subtotal				0	0	0	0	0	0	0	528	0	0	0	0	528	49,403.55	102,467.37	
Construction Management Services																			
Project Director	61.44	2.93	180.02	4	4	4	4	4	4	4	0	0				28	5,040.54	11,899.08	
Project Manager	54.70	2.93	160.27	20	20	20	20	20	20	20	0	0				140	22,437.94	51,442.01	
Construction Manager	43.68	2.93	127.98	176	152	168	176	168	168	176	0	0				1,184	151,531.16	347,527.07	
Office Engineer	29.70	2.93	87.02	176	152	168	176	168	168	176	0	0				1,184	103,032.86	236,319.50	
Inspector (special & QC)	27.84	2.93	81.57	176	152	168	176	168	168	176	0	0				1,184	96,580.30	215,311.40	
Inspector	31.17	2.93	91.33	0	0	0	0	0	0	0	0	0				0	0.00	0.00	
Administration	19.01	2.93	55.70	176	152	168	176	168	168	176	0	0				1,184	65,947.97	151,272.15	
Subtotal				728	632	696	728	696	696	728	0	0	0	0	0	4,904	444,570.78	1,013,771.21	
Special Services																			
	0.00	0.00	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	
Certifield Payroll Review	23.10	2.93	67.68	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	
																	0.00	0.00	
																	0.00	0.00	
Subtotal																	0.00	0.00	
Overtime Inspections (Contingency)																	0.00	52,000.00	
Totals				728	632	696	728	696	696	728	528	0	0	0	0	5,432	493,974.33	1,168,238.58	