

See

City of Las Vegas Redevelopment Agency
Council Chambers • 400 Stewart Avenue
Phone - 229-6011 [Voice] 386-9108 [TDD]

MINUTES

Meeting of
NOVEMBER 17, 2004
9:00 A.M.

C

(Following the morning session of the City Council Meeting)

Called To Order: 9:54 A.M.
Adjourned: 10:27 A.M.

REDEVELOPMENT AGENCY	PRESENT	ABSENT	EXCUSED
CHAIRMAN OSCAR B. GOODMAN	☒	☐	☐
MEMBER GARY REESE - VICE-CHAIRMAN	☒	☐	☐
MEMBER LARRY BROWN	☒	☐	☐
MEMBER LAWRENCE WEEKLY	☒	☐	☐
MEMBER MICHAEL MACK	☒	☐	☐
MEMBER JANET MONCRIEF	☒	☐	☐
MEMBER STEVE WOLFSON	☒	☐	☐
DOUG SELBY, EXECUTIVE DIRECTOR	☒	☐	☐
BRADFORD R. JERBIC, CITY ATTORNEY	☒	☐	☐
BARBARA JO RONEMUS, SECRETARY	☒	☐	☐

APPROVED BY REFERENCE: February 2, 2005

ATTEST:

SECRETARY

CHAIRMAN

69✓

City of Las Vegas

REDEVELOPMENT AGENCY MEETING

CITY HALL, 400 STEWART AVENUE

COUNCIL CHAMBERS

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

WEDNESDAY, NOVEMBER 17, 2004

9:00 A.M.

(Following Morning Session of the City Council Meeting)

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.

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- 1. APPROVAL OF THE MINUTES BY REFERENCE FOR THE MEETING OF SEPTEMBER 1, 2004
- 2. DISCUSSION AND POSSIBLE ACTION REGARDING A PROFESSIONAL SERVICES AGREEMENT WITH WESTAR ARCHITECTS, INC. FOR THE DESIGN SERVICES OF FIFTH STREET SCHOOL RENOVATION - PHASE I, LOCATED AT 400 LAS VEGAS BOULEVARD SOUTH (\$270,903 - REDEVELOPMENT AGENCY SPECIAL PROJECTS FUND) - WARD 1 (MONCRIEF)
- 3. REPORT AND POSSIBLE ACTION REGARDING REDEVELOPMENT AGENCY PLAN, REDEVELOPMENT AREA, PROPOSED REDEVELOPMENT EXPANSION AREA, ADOPTION PROCESS AND OTHER RELATED MATTERS PERTAINING THERETO - WARDS 1, 3 AND 5 (MONCRIEF, REESE AND WEEKLY)

CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY 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

Facilities are provided throughout City Hall for the convenience of disabled persons. Special equipment for the hearing impaired is available for use at meetings. 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.

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

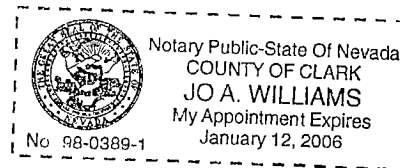
Grant Sawyer Building, 555 E. Washington Avenue

(Mailing required under the provisions of NRS Chapter 241)

Sharisse Yarborough, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **10t** day of **November, 2004**, a copy of NOTICE, the attached of which is a true and correct copy of the Notice – re: **Redevelopment Agency Meeting** to be held on the **17th day of November, 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.

City Clerk
DEPARTMENT

NOTARY PUBLIC in and for said County and State



REDEVELOPMENT AGENCY AGENDA
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 17, 2004

- CALL TO ORDER

MINUTES:

CALLED TO ORDER BY CHAIRMAN GOODMAN AT 9:54 A.M.

PRESENT: CHAIRMAN GOODMAN (excused for the remainder of the meeting at 10:18 a.m.) and MEMBERS REESE, BROWN, WEEKLY (excused for the remainder of the meeting at 10:19 a.m.), MACK, MONCRIEF, and WOLFSON

ALSO PRESENT: DOUG SELBY, Executive Director, BRADFORD JERBIC, City Attorney, and BARBARA JO RONEMUS, Secretary

- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES:

ANNOUNCEMENT MADE: Posted as follows:

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 So. Grand Central Parkway

Grant Sawyer Building, 555 E. Washington Avenue

(9:54)

1-1706

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

APPROVAL OF THE MINUTES BY REFERENCE FOR THE MEETING OF SEPTEMBER 1, 2004

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED by Reference - UNANIMOUS

MINUTES:

There was no discussion.

(9:54)

1-1714

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING A PROFESSIONAL SERVICES AGREEMENT WITH WESTAR ARCHITECTS, INC. FOR THE DESIGN SERVICES OF FIFTH STREET SCHOOL RENOVATION - PHASE I, LOCATED AT 400 LAS VEGAS BOULEVARD SOUTH (\$270,903 - REDEVELOPMENT AGENCY SPECIAL PROJECTS FUND) - WARD 1 (MONCRIEF)

Fiscal Impact:

☐

No Impact

Amount: \$270,903.00

☒

Budget Funds Available

Dept./Division: OBD/RDA

☐

Augmentation Required

Funding Source: RDA Special Projects Fund

PURPOSE/BACKGROUND:

The Historic Fifth Street School will be renovated for future retail use. Phase I of this renovation is to provide demolition to grey shell space for future tenant improvements for three of the existing structures including removal of the second floor of the old gymnasium. Westar Architects and their subconsultants will provide complete design services and historic research for Phase I of this project.

RECOMMENDATION:

Approve the negotiated Professional Service Agreement with Westar Architects, Inc. for the design services of Fifth Street School Renovation - Phase I in the amount of \$270,903 and approve an Additional Services contingency reserve of \$95,000.

BACKUP DOCUMENTATION:

Professional Services Agreement

MOTION:

REESE - ACCEPTED the report, thereby APPROVING the Agreement - UNANIMOUS

MINUTES:

SCOTT ADAMS, Director, Office of Business Development, said that funding for the design services would come from the Redevelopment Agency. It includes research due to the historic value of the property.

MAYOR GOODMAN encouraged people to look at the building because it is one of the most historical buildings. He hopes this project moves quickly. The project will become a vital centerpiece to the area where people can gather and share knowledge.

(9:54 - 9:57)

1-1725

**PROFESSIONAL SERVICES AGREEMENT
FOR
FIFTH STREET SCHOOL RENOVATION - PHASE I**

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 17th day of November, 2004, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (the "Agency") and WESTAR ARCHITECTS, INC., (the "Consultant").

RECITALS

WHEREAS, the Agency intends to construct **FIFTH STREET SCHOOL RENOVATION - PHASE I** (herein the "Project"), within the City of Las Vegas, for an estimated Construction Cost of \$575,000.00; and

WHEREAS, the Agency desires to retain the services of the 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 Consultant hereby represents to the Agency that the 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 Agency and the Consultant agree as set forth below.

ARTICLE 1: CONSULTANT'S BASIC SERVICES

1.1 GENERAL

1.1.1 The 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 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 Consultant shall submit for the Agency'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 Agency's review and for approval of submissions by authorities having jurisdiction over the Project. The Consultant shall not, except for reasonable cause, exceed time limits established by this schedule approved by the Agency. The Time Schedule for Performance of the Consultant's services is set forth in **Exhibit "C"** (Performance Schedule) attached hereto.

1.1.3 The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant. The Agency's approval of the Contract Documents shall not relieve the Consultant of any responsibility for the professional and technical accuracy of any documents prepared by the Consultant.

1.1.4 The Agency's review, approval, acceptance or payment for any of the services performed by the Consultant shall not be construed as a waiver of any rights of the Agency under this Agreement.

1.1.5 The 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 Agency and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution.

1.1.6 The 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 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 Consultant if requested in writing by the Agency.

2.2 PROJECT REPRESENTATION BEYOND THE BASIC SERVICES

2.2.1 If more extensive representation at the Project site is required for the Agency's protection, the 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 Consultant. The duties, responsibilities and limitation of authority of Project Representatives shall be the same as the Consultant.

2.2.2 The Consultant shall endeavor to further protect the Agency 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 Consultant as described elsewhere in this Agreement.

2.3 ADDITIONAL SERVICES

3.1 The Consultant agrees to revise the Contract Documents when such revisions are (i) inconsistent with approvals or instructions previously given by the Agency, including revisions made necessary by adjustments in the Agency'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 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 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 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 Agency).

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: AGENCY'S RESPONSIBILITIES

3.1 The Agency shall provide full information regarding requirements for the Project, including a pre-design program, which shall set forth the Agency's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

3.2 The Agency shall confirm and update the overall budget for the Project, including the Construction Cost and any reasonable contingencies related thereto.

3.3 The Agency shall designate a representative authorized to act on the Agency'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 Consultant in order to avoid unreasonable delay in the orderly progress of the Consultant's services.

3.4 The Agency shall furnish the services of consultants when such services are reasonably required by the scope of the Project and are requested by the Consultant.

3.5 The Agency 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 Agency shall promptly notify the 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 Consultant or sub-consultants shall be submitted to the Consultant for review and approval at least 14 days prior to execution. The Agency shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

3.8 The Agency shall guarantee access to, and make all necessary provisions for the Consultant to enter upon the Project site as may be required to perform the service under this Agreement.

3.9 The Agency and its designated representative shall examine the studies, reports, sketches, estimates, specifications, proposals and other documents presented by the Consultant providing responses and decisions, promptly, in writing. The Agency shall advertise for proposals from qualified bidders, bid the Project, and pay all costs related to the bid process.

ARTICLE 4: AGENCY'S REVIEW PROCESS

4.1 Upon receipt of any documents furnished by the Consultant, the Agency's Project Manager shall have five (5) working days for preliminary review of such documents. The Agency's Project Manager will determine whether the documents comply with the scope of the Project. After the preliminary review, if the Agency's Project Manager determines that the documents are insufficient, inadequate, or incomplete, the Agency shall notify the 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 Agency's Project Manager in this matter shall be final.

4.2 If the Agency's Project Manager determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the Agency may; i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the Agency elects the second option, the Consultant, at 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 Agency's Project Manager for review by the Agency. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by Agency to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the Agency, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

4.3 The Agency's review period in the Project Schedule shall not begin until the Agency's Project Manager determines that the documents presented by Consultant fully comply with the requirements for the Design Phase. After the Agency's Project Manager determines that the documents comply with such requirements, the Agency shall begin a review of the documents.

4.4 After the Agency reviews the documents, one (1) set of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the final documents, and return the correction set with the corrected documents.

4.5 The Consultant shall review with the Agency alternative approaches to the design and construction of the Project. Prior to Agency's approval of the documents, Consultant shall furnish written responses to Agency's correction(s) comments(s) change(s), which state the action taken and reason for such action for each item presented by the Agency. After all such correction or changes have been made and comments have been addressed to Agency's satisfaction, the Consultant shall furnish one reproducible mylar set of all final documents to the Agency, including electronic media, complying with Item 7.1 herein.

ARTICLE 5: COMPENSATION

5.1 BASIC SERVICES COMPENSATION

5.1.1 The Agency agrees to pay the 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 Consultant exceed the total fixed Fee set forth in **Exhibit "D"**, unless

written authorization is given by the Agency.

5.2 ADDITIONAL SERVICES COMPENSATION

5.2.1 The Agency agrees to compensate the 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 Agency. Additional Services shall not be compensated unless confirmed in writing by the Agency.

5.3 REIMBURSABLE EXPENSES

5.3.1 The 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 Agency 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 Agency 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 Agency.

4 INVOICE

5.4.1 The Consultant may invoice for approved and completed work on a monthly basis. The Agency Project Manager will notify the 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 Agency Project Manager within the stated period of time, the 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 Consultant will contact the Agency Project Manager to resolve any problem or delay. If the resolution of any delay is not satisfactory to the Consultant, the Consultant may submit a seven (7) day written notice to the Agency. If payment is not received within the seven (7) day period, the 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 Consultant may petition the Agency for an increase in fees, to reimburse the substantiated costs of late payments and extended schedule. Either option to remedy, with concurrence by Agency Staff, may be exercised by the Consultant.

5.5 RETAINAGE

5.5.1 Upon approval, the Agency shall pay to the 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 Consultant is delayed by conditions within its control, as determined by the Agency after consultation with the Consultant, the Agency shall have the right to increase the amount of the retainage up to **ten percent (10%)** until such time as the 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 Agency's Project Manager may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses caused by, resulting from, or arising out of the negligent acts or omissions 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 Agency's Project Manager 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 Agency, the Consultant may file a claim pursuant to Section 8.3 of this Agreement.

5.7 FINAL PAYMENT

5.7.1 Upon completion by the Consultant of the services required under this Agreement, and acceptance of such services by the Agency, (which acceptance will not be unreasonably withheld,) the Consultant will, within sixty (60) days of the Agency'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 Agency of all elements of the Project designed by the Consultant. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Agency and equipment design, specified, selected or specially provided for by the 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 Consultant and sub-consultants, the costs of the land, rights-of-way, financing or other costs that are the responsibility of the Agency as provided in Article 3.

6.2 RESPONSIBILITY FOR CONSTRUCTION COST

6.2.1 Evaluations of the Agency's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the Agency 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 Consultant cannot and does not warrant or represent that the bids or negotiated prices will not vary from the Agency's Project budget or from the estimate of Construction Cost or evaluation prepared or agreed to by the 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 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 Consultant submits the Construction Documents to the Agency, the Project budget or fixed limit of Construction Cost may be adjusted by the 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 Agency 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 Agency 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 Agency chooses to proceed under option (iii) of Section 6.2.4, the 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 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 Consultant for this Project are instruments of the Consultant's service for use by the Agency with respect to this Project and, unless otherwise provided, the 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 Agency except as prohibited by law and the Agency shall have unlimited access to such documents. The reports, plans, design concepts, information, data, and similar documents which are given, prepared or assembled by the 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 Agency. In the event of the completion or termination of this Agreement, the Agency reserves the right to require delivery of any and all test results, evaluations, reports, drawings, specifications, studies and documents not in its possession and to engage a new consultant to recreate such documents. Any use of incomplete documents and any use of completed documents for other projects, without the specific written authorization from the Consultant, shall be at the Agency's sole risk.

7.2 The Agency retains contractual rights to all design concepts developed by the 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 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 Agency's Executive Director, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Executive Director 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 the Executive Director a written request to appeal the decision. Upon receipt of such request, the Agency and the 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 Agency 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 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 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 Consultant are services entitled to additional compensation, the Consultant agrees to notify the Agency 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 Agency the opportunity to monitor and verify the performance of such services and failure to provide the Agency 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 Agency and the Consultant. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the Agency and the Consultant shall be specifically enforceable under the prevailing arbitration law.

8.3 CONSENT TO ARBITRATION

8.3.1 In the event that the Agency is named as a party to any arbitration action or commences an arbitration action against a party other than the Consultant, which arises out of, from, or is connected with the construction of the Project, or the performance of the Consultant's under this Agreement, the 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 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 Agency from joining the Consultant as a party to any arbitration proceeding in which the Agency commences or is named as a party and which arises out of, or results from, the construction of the Project. If the Consultant is named as an additional party by the Agency, the Consultant shall not be entitled to any additional compensation from the Agency as a result of preparing for, or participating in, the arbitration.

8.3.2 In order for the Consultant to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the Agency within sixty (60) days after the claim, dispute or other matter arises. In order for the Agency to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the Consultant within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.

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 AGENCY'S RIGHT OF TERMINATION FOR CONVENIENCE

9.1.1 The Agency shall have the right to terminate this Agreement without cause or default on the part of the 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 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 AGENCY'S RIGHT OF TERMINATION FOR CAUSE

9.2.1 Upon the occurrence of an Event of Default (hereinafter defined), the Agency 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 Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the Agency. The Agency may deduct from any balance due Consultant, the cost of completing this Agreement. If the Agency 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 Consultant's performance of this Agreement exceeds the balance due the Consultant, such excess shall be paid by the Consultant to the Agency within five (5) days of invoicing by Agency, or (ii) terminate this Agreement and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination.

9.2.2 For purposes of this Agreement, an "Event of Default" is deemed to have occurred if the Consultant:

- A.** Voluntarily terminates operations or consents to the appointment of a receiver, trustee or liquidator of all or a substantial portion of the 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 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 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 Consultant pursuant to Section 10.11.

9.2.3 In the event Agency performs, or hires others to perform, any of the services required under this Agreement because of the default of the Consultant, the cost thereof, plus an additional ten percent (10%) to cover Agency's overhead expenses, shall be promptly paid by the Consultant to the Agency.

9.2.4 The costs and expenses of completing the services of the 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 Consultant shall pay the costs of such audit.

9.2.5 The Agency reserves the right to offset any and all claims made by the Consultant for payment of Fees hereunder or the reimbursement of additional costs it incurred with any claims that Agency might have against the Consultant for failure to comply with any of the terms and conditions of this Agreement.

9.3 SUSPENSION BY THE AGENCY

9.3.1 If the Project is suspended by the Agency for more than thirty (30) consecutive days, the Consultant shall be compensated for services performed prior to issuance of the written notice of such suspension. When the Project is resumed, the Consultant's compensation shall be reviewed and, upon approval by the Agency, 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 Consultant shall have the right to terminate this Agreement if the Project is abandoned by the Agency for more than 90 days, or the Agency fails to make payment to the Consultant for the services performed under this Agreement (unless there exists a dispute between the parties concerning such payment), and the Consultant has given 30 days written notice to the Agency of the failure to make such payment. In the event of termination as provided under this Section, the 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 AGENCY'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 Consultant shall be notified in writing by the Agency as to the individual designated as the Project Manager. The Agency's Project Manager shall have complete authority to transmit instructions, to receive information, and to interpret and define the Agency'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 AGENCY'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 Consultant shall be notified in writing by the Agency as to the individual designated as the Project Representative. The Agency's Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the Agency Project Manager, to coordinate weekly construction site meetings and represent the Agency in the completion of the Project. The Agency Representative shall be responsible for written minutes of such meetings, and to distribute copies.

10.3 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 Consultant will, with Agency approval, replace such personnel. If the Consultant fails to complete the replacement within (30) days, the Agency may terminate this Agreement for cause pursuant to Section 9.2 of this Agreement. The Consultant shall not substitute the key personnel or sub-consultants without thirty (30) days prior written approval from the Agency. Request for approval shall consist of written notification to the Agency, stating reason or reasons for the requested substitution. The Agency shall not unreasonably deny approval, unless the Agency adjudges the substitution not to be in the interest of the Agency or the scheduled completion of the Project.

10.4 STANDARDS OF PROFESSIONAL SERVICES

10.4.1 The professional services to be rendered by the 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 Agency'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 Redevelopment Agency Board if the contingent funds, if any, allocated for this Agreement by the Redevelopment Agency Board are sufficient to cover the compensation due the Consultant as the result of an increase in the scope of the Basic Services. Any claim of the Consultant for adjustment under this provision must be asserted by the Consultant in writing, as a Fee dispute under the provision of Article 8 thirty (30) days after the date the Consultant receives notification of such change. The Agency'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 Consultant is to be made.

10.6 INSURANCE

10.6.1 The 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 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 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 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 Agency as an additional insured party.

10.7 COVENANT AGAINST CONTINGENT FEES

10.7.1 The 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 Consultant and bona fide established commercial or selling agencies which are maintained by the Consultant for the purpose of securing business and the existing of which, if any, has been fully disclosed to the Agency. For a breach or violation of this warranty, the Agency 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.

10.8 PATENT INDEMNITY

10.8.1 Except as is otherwise provided in this Agreement, the Consultant agrees to, and hereby does, indemnify the Agency 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 Agency, 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 Consultant and any other Consultant, who is employed by the Consultant hereunder shall be deemed to be an independent contractor and not an agent or employee of the

Agency. The Agency 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 Consultant or any other Consultant hired by the Consultant's employee(s). The Agency shall not be considered a guarantor of such payments.

10.10 SUCCESSORS AND ASSIGNS

10.10.1 The Agency and the 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 Agency nor the 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 Agency.

10.11 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:

AGENCY:

City of Las Vegas Redevelopment Agency
Attn: 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) 384-4846

CONSULTANT:

Patrick J. Klenk
Westar Architects, Inc.
701 Bridger Ave., Suite 400
Las Vegas, NV 89101

Phone: (702) 878-0000 Fax: (702) 878-8430

10.12 CONFIDENTIALITY

10.12.1 The Consultant shall treat all information relating to the Project and all information supplied to the Consultant as confidential and proprietary information of the Agency and shall not permit its release by other parties or make any public announcement or release without the Agency'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 Consultant shall protect, indemnify and hold the Agency, 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 or intentional acts or omissions of the Consultant, its subcontractors, agents or anyone employed by the 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 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 Consultant, its subcontractors or agents, for and against which the 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 Consultant shall fail to do so, the Agency 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.

10.14 CONSULTANT WARRANTIES

10.14.1 The Consultant warrants that it has sufficient working capital to complete this Agreement with funds as disbursed from the Agency to the 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 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 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 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 Consultant'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 beyond 31 December 1999.

10.14.4 Consultant has, herein, pursuant to the requirements of Resolution RA4-99 (adopted by the Redevelopment Agency Board on 18 August 1999 and effective 1 October 1999) disclosed on the form attached hereto as Exhibit "G" (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than one (1%) percent interest in the Consultant or any principals of the Consultant. If the 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 Consultant shall notify the Agency 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 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 Consultant agrees to pay the sub-consultant when paid for that portion of the work by the Agency; that no liability arises on the part of the Consultant to the sub-consultant for payment of the subcontracted work until payment has been made by the Agency, and that if the Agency has paid the Consultant for subcontracted work; then the sub-consultant's only recourse is against the Consultant, not against the Agency, 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 Agency than that of the Consultant;

A provision that the sub-consultant agrees to be bound by all the terms, conditions, and obligations of this Agreement unless the Agency 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 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 Agency and the 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 Agency and the Consultant each shall require similar waivers from their respective contractors, consultants and agents.

10.16.4 The Consultant acknowledges the Agency's requirement to incorporate the Agency'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 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 Agency and the 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 Agency and the Consultant and shall be in force and effect from and after the day on which the Agency gives notice to the 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 Agency. 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 REDEVELOPMENT AGENCY

By

Oscar B. Goodman, Chairman

Gary Reese, Mayor Pro-Tem

CONSULTANT

By

Patrick J. Klenk, AIA, Westar Architects, Inc.

ATTEST

Barbara Jo Ronemus, Secretary

APPROVED AS TO FORM

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 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 Consultant for said Scope of Services is based upon the Consultant and the Agency 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 Consultant. If increased scope or workload is encountered, the Consultant is to notify the Agency in writing, and an adjusted fee will be negotiated prior to any work.

1.2.2 The Historic Fifth Street School located at 400 Las Vegas Blvd. South will be renovated for future retail use. Phase One of this renovation is to provide shelled space for future tenant improvements for three of the existing structures including the removal of the second floor of the old gymnasium. The Consultant shall provide historic research of the structures to determine what the original floor plans were in order not to remove anything that will jeopardize the historical significance of the site and structures. The research shall include both destructive and non-destructive testing and investigation. The Consultant shall provide documentation and recommendations of all required code modifications and general modifications for architectural, structural, mechanical and electrical systems. The Consultant shall provide updated plans for the existing structures and the required construction documents to transform the structures to shelled space for future tenant improvements.

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 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 Agency 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 Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and 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 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 Consultant to correct specifically including any additional construction costs resulting from such failures in the construction bid documents. The 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 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 Agency. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the Agency 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 Agency, 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 AGENCY'S RESPONSIBILITIES

2.1 The Agency will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

2.2 The Agency shall provide the 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 Agency and the 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 Consultant's Scope of Services.

2.2.4 Access arrangements for the 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 Agency shall:

2.3.1 Acquire any required rights to the Project Site or air rights to adjacent Sites as deemed necessary by the Agency.

2.3.2 Designate a management team to review designs and submittals, and to work with the 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 Consultant.

ARTICLE 3: THE CONSULTANT'S RESPONSIBILITIES

3.1 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

3.1.1 Conceptual Design Phase

3.1.2 Schematic Design Phase

- 3.1.3 Construction Document Phase
- 3.1.4 Bidding Phase
- 3.1.5 Construction Administration Phase
- 3.1.6 Post Construction Phase

3.2 COST ESTIMATES

3.2.1 The 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 Agency. Work with the Agency to reconcile the Consultant's estimates with the Agency'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 Agency and agreed upon by the Consultant and the Agency), notify the Agency 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 Agency.

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 Agency, 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 Agency, 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 Land 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 Agency, 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 Agency Project Manager on no less than a weekly basis until approved, and notify the Agency 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 Agency of any required utility, application, permit and review fees, which shall then be the responsibility of the Agency to pay.

3.4.3.1 OAS NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the Office of Architectural Services (OAS), acting as the Agency'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 of Las Vegas 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 Agency's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the Agency 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 Agency, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the Agency.

3.4.3.2 APPROVAL. The Agency 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 Agency or 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 Agency 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 Agency 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 Agency will provide the 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 Consultant shall use to model his bid documents after in achieving the same purpose.

3.6 CONCEPTUAL DESIGN PHASE

3.6.1 Upon authorization by the Agency to Proceed with the Conceptual Design Phase, the Consultant shall:

3.6.1.1 CONCEPTUAL DESIGN. Prepare conceptual design documents consisting of written and graphic illustration of the existing conditions.

3.6.1.2 HISTORIC RESEARCH. Provide Historic Research Report consisting of historic research, observation and testing results, analysis of existing systems and a list of necessary and recommended work efforts required to renovate the structures into a grey shell configuration.

3.6.1.3 ESTIMATE. Prepare a conceptual level Construction Cost Estimate for the Project.

3.6.1.4 REVIEW. Participate in design review meetings in which the Agency will discuss comments generated during the review of the Conceptual Design Documents, Historical Report and Cost Estimate.

3.6.1.5 SUBMITTAL. Provide a formal Conceptual Design Submittal, which includes the Conceptual Design Documents, Historical Report and Construction Cost Estimate. Furnish six (6) copies of the submittal to the Agency. The Agency shall review, make comments, advise of any adjustment required, and request additional documents as required of the program and budget. The Agency shall approve in writing the Conceptual Design Submittal prior to the Consultant proceeding with the basic services under the Schematic Design Phase.

3.7 SCHEMATIC DESIGN (SD) PHASE

3.7.1 Upon authorization by the Agency to proceed with the Schematic Design Phase, the Consultant shall:

3.7.1.1 REVIEW. Review the program, schedule and construction budget confirmed by the Agency to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the Agency. Conduct a preliminary evaluation of the Agency's schedule and construction budget requirements, each in terms of the other and advise the Agency of any problem issues.

3.7.1.2 SCHEMATIC DESIGN. Based on the mutually agreed upon program, schedule and construction budget, the Consultant shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. The drawings will indicate the existing facility conditions as determined by the Conceptual Design Phase. Review with the Agency Project Manager, alternative approaches to the design and construction of the Project.

3.7.1.3 INTERIM ESTIMATE. If and when requested by the Agency 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 Agency will discuss comments generated during the review of the Alternative Designs, Specifications, and Construction Cost Estimate. Incorporate the Agency'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 Agency 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 Agency shall give written approval of the final Schematic Design Submittal prior to the Consultant proceeding with the Design Development Phase.

3.8 CONSTRUCTION DOCUMENTS (CD) PHASE

3.8.1 Upon authorization by the Agency to proceed with the Construction Documents Phase, the Consultant shall:

3.8.1.1 CONSTRUCTION DOCUMENTS. Based on the approved Schematic Design Submittal, review comments and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Agency, the Consultant shall prepare for review and approval by the Agency the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the Agency, 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 Consultant agrees to revise or correct any deficiency or error in the Construction Documents. The Agency's approval of the Construction Documents, or any portion thereof, shall not relieve the Consultant of responsibility for the professional and technical accuracy of such documents.

3.8.1.2 BID DOCUMENTS. The Consultant shall assist the Agency 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 Agency and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

3.8.1.3 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 Consultant shall advise the Agency of any adjustments to the Construction Cost indicated by changes in the Construction Documents or resulting from a change in general market conditions.

3.8.1.4 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.

3.8.1.5 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 Consultant's design team shall participate in design review meetings in which the Agency will present and discuss comments generated during review of the 50 percent and 90 percent CD Submittals.

3.8.1.6 CD SUBMITTALS. Provide ten (10) copies each of 50 percent, 90 percent and 100 percent final documents from this phase.

3.8.1.6.1 Prepare 50 percent Construction Documents, including the following:

3.8.1.6.1.1 General

- 3.8.1.6.1.1.1** Completed title sheets, abbreviations, legends and site plans.
- 3.8.1.6.1.1.2** Responses to 100 percent Schematic Design review comments and incorporation into the documents as required.
- 3.8.1.6.1.1.3** Incorporation of all requirements and specific direction given by the Agency prior to the 50 percent CD Submittal.
- 3.8.1.6.1.1.4** Reference of all applicable codes, Project data and design numbers for rated assemblies.

3.8.1.6.1.2 Architectural

- 3.8.1.6.1.2.1** Demolition floor plans with all dimensions and room finishes noted.
- 3.8.1.6.1.2.2** All door, window, hardware, and glazing schedules complete.
- 3.8.1.6.1.2.3** Roof and reflected ceiling plans that reflect coordination with structural, mechanical, and electrical systems.
- 3.8.1.6.1.2.4** All elevations and sections.
- 3.8.1.6.1.2.5** Enlarged plans of specific rooms or areas as needed to accurately portray the work.
- 3.8.1.6.1.2.6** Interior and exterior details.
- 3.8.1.6.1.2.7** All section and detail bubbles completed to indicate the location of the sections and details.

3.8.1.6.1.3 Structural

- 3.8.1.6.1.3.1** Foundation plans including all dimensions.
- 3.8.1.6.1.3.2** Intermediate floor framing plans with complete section cuts and detail references.
- 3.8.1.6.1.3.3** Complete section and detail sheets.
- 3.8.1.6.1.3.4** Completed and detailed roof framing plans.
- 3.8.1.6.1.3.5** Final calculations required to meet this level of completion.

3.8.1.6.1.4 Mechanical/Plumbing

- 3.8.1.6.1.4.1** Demolition plans.
- 3.8.1.6.1.4.2** All details completed and referenced to the plans.
- 3.8.1.6.1.4.3** Final calculations required to meet this level of completion.

3.8.1.6.1.5 Electrical

- 3.8.1.6.1.5.1** Demolition plans.
- 3.8.1.6.1.5.2** All details completed and referenced to the plans.
- 3.8.1.6.1.5.3** Final calculations required to meet this level of completion.

3.8.1.6.1.6 Specifications

- 3.8.1.6.1.6.1** Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
- 3.8.1.6.1.6.2** Final form technical specifications in CSI format.

3.8.1.6.2 Prepare 90 Percent Construction Documents, including the following:

3.8.1.6.2.1 Drawings

3.8.1.6.2.1.1 Complete drawings containing all the information required for the 50 percent Construction Documents.

3.8.1.6.2.2 Specifications

3.8.1.6.2.2.1 Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

3.8.1.6.2.3 Calculations

3.8.1.6.2.3.1 Complete structural, mechanical, plumbing, and electrical calculations.

3.8.1.6.2.4 General

3.8.1.6.2.4.1 Incorporation of all requirements and specific direction given to the Consultant prior to the 90 percent CD Submittal.

3.8.1.6.2.4.2 Identify the need for special inspection services and specify types of special inspection required in the construction documents.

3.8.1.6.3 Prepare Final Construction Documents, including the following:

3.8.1.6.3.1 Drawings

3.8.1.6.3.1.1 Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

3.8.1.6.3.2 Specifications

3.8.1.6.3.2.1 Complete specifications, READY FOR BID stamped and signed by the architects 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.

3.8.1.6.3.3 Calculations

3.8.1.6.3.3.1 Complete structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

3.8.1.6.3.4 General

3.8.1.6.3.4.1 The Consultant shall incorporate all requirements, specific directions, changes and corrections made by the Agency and regulatory authorities and agencies into the Final Construction Documents Submittal. The Consultant shall provide the Agency a "Yellow Line" check set, confirming the quality control corrections to the Contract Documents.

3.8.1.6.3.4.2 The Agency shall give written approval of the final, corrected, Construction Documents prior to the Consultant proceeding with submittals to the City Purchasing Division for bidding or negotiation. The Consultant shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in **Exhibit "A"** and **Exhibit "B"**.

3.9 BIDDING PHASE

3.9.1 With approval of the Construction Documents and of the latest preliminary estimate of the Construction Cost by the Consultant, the Agency shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

3.9.2 Upon authorization by the Agency to proceed with the bidding phase, the Consultant shall:

3.9.2.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the Agency 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

Consultant for decisions by the Agency as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the Agency, or by a construction change directive issued after award of the Construction Contract. In either case, Consultant shall prepare all necessary documents at no additional cost to the Agency, 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 Agency.

3.9.2.2 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. Consultant shall maintain a log of all revisions to the documents.

3.9.2.3 Attend and participate in the Pre-bid meeting.

3.9.2.4 Participate in bid evaluation and recommendations.

3.9.3 The Agency shall advise the Consultant of the award of the Construction Contract, and establish a Pre-Construction Conference.

3.10 CONSTRUCTION ADMINISTRATION PHASE

3.10.1 The Construction Phase for the Project will commence with the Agency's issuance of the "Notice To Proceed" to the Contractor for the project and, together with the 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 Consultant to be the date of Substantial Completion of the Project, whichever first occurs.

3.10.2 Upon authorization by the Agency to proceed with the construction phase, the Consultant shall:

3.10.2.1 MEETINGS. Attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's construction administration team shall participate in a "Partnering Meeting" with the Agency 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 Agency.

3.10.2.2 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 Agency Representative and shall be attended by the designated representative of the Consultant. Consultant shall at all times have access to the site during construction of the Project.

3.10.2.3 DEFECTIVE WORK. Advise the Agency of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site. The Consultant shall have authority to act on behalf of the Agency only to the extent provided in this Agreement unless otherwise modified by written instrument. The Consultant shall have no authority to issue instructions on behalf of the Agency, 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 Consultant and Contractor shall communicate through the Agency's Representatives. All agreements shall be between the Agency and the Construction Contractor.

3.10.2.4 PAYMENT APPLICATIONS. If requested by the Agency, the Consultant shall review each Application for Payment submitted by the Contractor based on the 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 Consultant to the Agency, based on the 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 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 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 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 Agency 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 Agency to the Contractor.

3.10.2.5 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 Consultant shall maintain a log of all revisions to the documents.

3.10.2.6 INTERPRETATIONS. If requested by Agency, 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 Agency 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 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.

3.10.2.7 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 Consultant to dispatch by the 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 Agency shall be notified of such.

3.10.2.8 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 Consultant's errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor. The Consultant shall have seven (7) calendar days from receipt of an RFI to prepare and distribute a response to the Agency. The Consultant shall have two (2) days to prepare and distribute a revised response.

3.10.2.9 CHANGE ORDERS. If requested by the Agency, prepare and sign Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for the Agency's approval and execution in accordance with the Contract Documents.

3.10.2.10 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.

3.10.2.11 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.

3.10.2.12 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.

3.10.2.13 PUNCHLISTS. Participate in the development and resolution of Punch Lists.

3.11 POST CONSTRUCTION PHASE

3.11.1 The Consultant shall:

3.11.1.1 RECORD DOCUMENTS. Based upon the 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 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 Consultant shall prepare and submit one (1) set of completed documents in electronic and signed reproducible mylar form to the Agency.

3.11.1.2 WARRANTY. Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the Agency in the development and resolution of a warranty issues list. 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 Consultant shall provide the following submittals, delivered to the Agency unless noted otherwise. Reference the entire Agreement and other Exhibits for additional submittals and requirements.

ARTICLE 2: CONCEPTUAL DESIGN PHASE

- 2.1 Historic Research Report
2.2 Structural Test Reports
2.3 Conceptual Drawings of existing conditions.
2.4 Construction Cost Estimate.

ARTICLE 3: SCHEMATIC DESIGN PHASE

- 3.1 Schematic Design Drawings and Specification Outline.
3.2 Construction Cost Estimate.

ARTICLE 4: CONSTRUCTION DOCUMENT PHASE

- 4.1 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 Agency of the submittal dates for each.
4.2 If required by governing authorities, Traffic Study submitted to City of Las Vegas Traffic/Electrical Field Operations Section, and written notice to the Agency of the submittal date.
4.3 Nevada Power, Sprint, and Las Vegas Valley Water District applications to their design departments, and written notice to the Agency of the submittal dates for each.
4.4 Construction drawings and specifications as described in the Scope of Services (**Exhibit "A"**) at 50%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with each submittal.
4.5 Building Permit Application.
4.6 Building Department and Land Development plan review permit applications.
4.7 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 5: BIDDING PHASE

- 5.1 Requested and necessary addenda.

ARTICLE 6: CONSTRUCTION ADMINISTRATION PHASE

- 6.1 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 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 Consultant shall make this a contractual obligation of his sub-consultants. The Consultant may require the Contractor to sign a hold harmless agreement as a condition for releasing the electronic files.
6.2 Meeting Minutes if requested by the Agency's Project Representative.
6.3 Drainage Compliance Report.

ARTICLE 7: POST CONSTRUCTION PHASE

- 7.1 Final Record Drawings in both electronic and Mylar format.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

- 1.1 The start date for the 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 Redevelopment Agency Board, 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	REMARKS
Conceptual Design	63	Includes 2 week Agency review period.
Schematic Design	21	Includes 1 week Agency review period.
Construction Documents	35	Agency review is concurrent with drawings. See notes below for definition of the Days for this phase.
Bidding		Agency determined.
Construction		Agency determined.
Post Construction		Agency determined.
TOTAL	119	

- 2.2 The Agency review periods shown in the table may occur over several periods during each phase or may occur at the conclusion of each phase. Unused review days may be carried forward for use in successive phases of the Project.
- 2.3 The Calendar Days to Complete for the Construction Documents phase shown in the table begins upon authorization to proceed for this phase and completes upon application acceptance of the submission to the Building Department and Land Development for the building permit plan review process. The scope of services for the Construction Documents phase continues beyond the date of submission and includes the drawing and specification review activities, and completes when the documents incorporate the required revisions and comments received from all agencies required for approval of the design, and the bidding package is complete, ready for printing and distribution.

ARTICLE 3: AVOIDABLE SCHEDULE DELAYS

- 3.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.
- 3.2 Although it is acknowledged that neither the Agency nor the Consultant have full control over these design approval processes, the Consultant shall be responsible for any damages to the Agency 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 Agency 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 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 Agency has approved the site plan and the electrical engineer of record has estimated the electrical loads, generally results in the Agency 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.
- 4 The Consultant hereby agrees to reimburse the Agency for any damages, delays, and additional costs associated with any avoidable delays the 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
Conceptual Design		\$114,747.00	
Schematic Design		\$37,741.00	
Construction Documents		\$64,295.00	
Bidding		\$4,200.00	
Construction		\$38,020.00	[The combined Fee for Construction and Post Construction phases shall not be less than 20% of the total Fee.]
Post Construction		\$11,900.00	
	TOTAL	270,903.00	

END OF EXHIBIT "D"

EXHIBIT "E"

HOURLY RATE SCHEDULE

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	\$175
Principal/Design Technical	\$125
Project Manager	\$85
Project Coordinator	\$70
Administrative Technical	\$45
Clerical	\$30

SUBCONSULTANT'S HOURLY RATES

Subconsultant: J.W. Zunino	
CLASSIFICATION	HOURLY RATE
Principal	\$165
Interpretive Planner	\$140
Principal Landscape Architect	\$125
Landscape Architect	\$110
Landscape Project Manager	\$105
Landscape Project Coordinator	\$95
Photoshop	\$100
Estimator	\$100
CAD Operator	\$85
Senior Draftsperson	\$75
Draftsperson	\$65
Clerical	\$55

Subconsultant: GRG Consulting Engineers	
CLASSIFICATION	HOURLY RATE
Principal	\$150
Project Manager	\$90
Engineer	\$65
Designer	\$50
CADD	\$40
Construction Administrator	\$50
Clerical	\$35

Subconsultant: Jacobs Consulting Engineers	
CLASSIFICATION	HOURLY RATE
Principal	\$165
Senior Engineer	\$135
Senior Project Manager	\$115
Project Manager	\$100
Director of Design	\$120
Senior Designer	\$75
Designer	\$60
Administrative	\$50
Clerical	\$40

ADDITIONAL SERVICES

Redesign the existing plaza spaces around the entire site. Scope includes historic research, documentation of existing conditions, three separate and distinct schematic design schemes, design development and construction documents of selected scheme and construction administration.

Conceptual Design: \$6,400.00

Schematic Design: \$13,800.00

Design Development: \$14,160.00

Construction Documents: \$15,155.00

Bidding Phase: \$2,000.00

Construction Administration: \$12,000.00

Post Construction: \$4,490.00

REIMBURSABLE EXPENSES None authorized or anticipated as of the date of this Agreement. For Reimbursable Expenses of the Consultant, the Agency shall compensate the Consultant a multiple of **one and one tenth (1.10)** times the actual direct costs incurred by the Consultant. This multiple includes all compensation for overhead and profit.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

AGENCY PERSONNEL

PROJECT MANAGER: Frank Trupiano

PROJECT REPRESENTATIVE:

CONSULTANT'S PROJECT STAFF

The following personnel will be assigned by the Consultant to work on the Project. Any changes require Agency approval.

PROJECT REPRESENTATIVE: Patrick J. Klenk

PRINCIPAL:

PROJECT ARCHITECT:

CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require Agency approval.

STRUCTURAL ENGINEER: JACOBS CONSULTING ENGINEERS

MECHANICAL ENGINEER: GRG CONSULTING ENGINEERS

ELECTRICAL ENGINEER: GRG CONSULTING ENGINEERS

LANDSCAPE DESIGN: J.W. ZUNINO

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"Agency" means the City of Las Vegas Redevelopment Agency.

"Redevelopment Agency Board" means the governing body of the City of Las Vegas Redevelopment Agency.

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

"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 RA4-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas Redevelopment Agency 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 Agency and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the Agency 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 Agency of any material change may result, at the option of the Agency, 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>
WESTAR Architectural Group/NV, Inc.	
Name	
701 Bridger Ave., Suite 400	
Address	
Las Vegas, NV 89101 (702) 878-0000	
Telephone	
EIN or DUNS	

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement:</u>	
Architectural and Engineering services for the 5th Street School Renovations Phase 1.	
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.	Patrick J. Klnenk - President	701 Bridger Ave., #400 Las Vegas, NV 89101	(702) 878-0000
2.	Paul C. Heretakis - V. President	701 Bridger Ave., #400 Las Vegas, NV 89101	(702) 878-0000
3.	Shirley A. Fredenburg - Bus. Mgr.	701 Bridger Ave., #400 Las Vegas, NV 89101	(702) 878-0000
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: _____

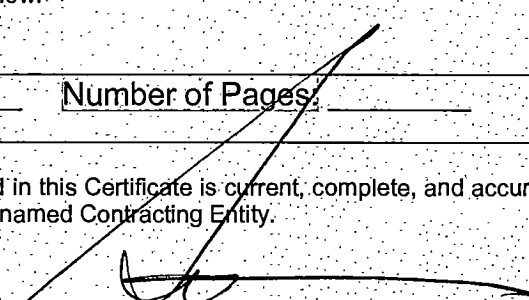
Block 5 Disclosure of Ownership and Principals - Alternate

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: None

Date of Attached Document: _____ Number of Pages: _____

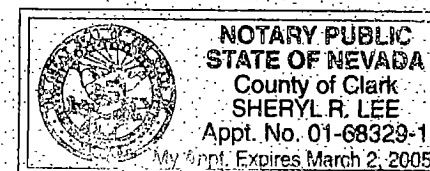
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.



 Name
Nov. 2, 2004
 Date

Subscribed and sworn to before me this 2nd day of

November, 20 04
Sheryl R. Lee
 Notary Public



WESTAR
ARCHITECTS

September 28, 2004

Mr. Frank Trupiano, IIDA, Principal Designer
Department of Public Works
Office of Architectural Services
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: 5th Street School
Building Lease Shell Modifications
Las Vegas Boulevard South
Las Vegas, Nevada

Dear Mr. Trupiano,

We would like to begin with thanking you for the opportunity to participate in this very exciting project. Per our recent conversation we have revised the Scope of Work to reflect the desires of the City at this time. This proposal letter further outlines the Professional Services that you wish WESTAR Architects, Inc. (WESTAR) to provide relative to the preparation of Design and Construction Documents, for the above referenced project. This proposal letter will examine the services requested and the related work efforts required to provide such service.

Much of the impact of the base elements of this project lay in the structural analysis of the project. The investigation, testing and analysis of the existing structure will determine the required structural modification to allow for the commercial occupancy of the building. The 2003 International Building Code requires significant enhancement of the lateral stability (and connections) of the building. Where past model building codes (past editions of the Uniform Building Code) present specific allowances for historic structures, the International Building Code does not. It is to be determined by the local (Las Vegas) building official.

Finally, you will find a commitment to the proposed project from WESTAR that is difficult to match. WESTAR will see the project through to the end. We commit to you and the City to get the job done in the most professional, successful and beneficial manner possible. It is worthy of note that WESTAR maintains, and will gladly provide certificates, \$1,000,000.00 in professional liability insurance. Equally, WESTAR has never had a claim in its history, much less a judgment or a settlement on any project. It is understood that this is to be a "bid/build" environment. The following factors, as we understand them from our recent discussions, condition the Agreement.

AGREEMENT BETWEEN

CLIENT/OWNER: City of Las Vegas
 400 Stewart Avenue
 Las Vegas, Nevada 89101

AND

CONSULTANT: WESTAR Architectural Group/Nevada, Inc.
 701 Bridger, Suite 400
 Las Vegas, Nevada 89101

SCOPE OF WORK:

It is our understanding that the project consists of the following:

1. Areas of concern:

(The following areas are approximate and roughly scaled from the Swisher-Hall documents)

AREA	BUILDING	PLAZA	TOTAL
Gym	7,250 s.f.		
East Gym	5,323 s.f.		
Gym Plaza		1,200 s.f.	
East Gym Plaza		3,300 s.f.	
Boiler/Electric Room	1,560 s.f.		
North Class Rooms	1,404 s.f.		
North West Plaza		27,356 s.f.	
Gym 2 nd Floor	6,578 s.f.		
Building Areas			22,115 s.f.
Plaza Areas			31,856 s.f.

2. Research, analysis and recommendations

a. Research

- i. Historic research
 - 1. On site
 - 2. Local area (interview/library/newspapers/etc)
 - 3. LA research
- ii. Site investigation
- iii. Site land survey
- iv. SH drawing verification in areas of concern
- v. Non-destructive testing and investigation
- vi. Destructive testing and investigation
- vii. Materials and structural testing

b. Architectural analysis

- i. Document existing
- ii. Written description of required code modifications
- iii. Written description of extent of general modifications
- iv. Architectural recommendation

c. Structural analysis

- i. Document existing
- ii. Written description of required code modifications
- iii. Written description of extent of general modifications
- iv. Structural recommendations

d. Electrical & HVAC analysis

- i. Document existing
- ii. Written description of required code modifications
- iii. Written description of extent of general modifications
- iv. Electrical & HVAC recommendations

3. Existing site documentation

a. Adjust SH drawings to existing conditions

- i. Floor plan
- ii. Roof plan
- iii. Building elevations
- iv. Building sections

b. Existing site plan (from land survey)

4. Project construction documents

a. Existing conditions (Architectural, structural, mechanical, electrical)

- i. Site plan
- ii. Floor plans
- iii. Roof plan
- iv. Elevations
- v. Building sections
- vi. Wall sections
- vii. Details
- viii. Specifications

- b. Demolition documents (Architectural)
 - i. Site plan
 - ii. Floor plans
 - iii. Roof plan
 - iv. Elevations
 - v. Building sections
 - vi. Wall sections
 - vii. Details
 - viii. Specifications
 - c. Demolition documents (Structural, mechanical, electrical, plumbing)
 - i. Site plan
 - ii. Floor plans
 - iii. Roof plan
 - iv. Elevations
 - v. Building sections
 - vi. Specifications
- 5. Construction administration**
- a. Weekly meetings
 - b. Shop drawings
 - c. Site consultation on demand
 - d. Review pay applications
 - e. Develop alternative design solutions

WESTAR has been asked to include the following additional scope to this project:

Additional Service Scope of Work

- 1. Existing site conditions**
 - a. Historic site investigation (item 2.a.i.1 above)
 - b. Site land survey (Item 2.a.iii above)
- 2. Establish City requirements**
 - a. Exchange with OAS/OBD
- 3. Develop three (3) conceptual/schematic design schemes based upon:**
 - a. Existing conditions
 - b. Historic influences
 - c. City concepts
 - d. City requirements
- 4. Develop design development documents**
 - a. General site/plaza plan
 - b. Detail site/plaza plan
 - c. Detail hardscape plans
 - d. Detail planting plans
 - e. Detail site furniture plan/elevation
 - f. Site/plaza specifications

5. Develop site/plaza construction documents

- a. Site demolition plan
- b. Site/plaza plan
- c. Site/plaza detail plans
- d. Site/plaza planting plans
- e. Site/plaza hardscape plans
- f. Site/plaza irrigation plans
- g. Site/plaza furniture plans
- h. Site/plaza planting details
- i. Site/plaza hardscape details
- j. Site/plaza irrigation details
- k. Site/plaza furniture details
- l. Site/plaza specifications

6. Construction administration

- a. Weekly meetings
- b. Shop drawings
- c. Site consultation on demand
- d. Pay applications
- e. Develop alternative design solutions

Based on the above-mentioned items, the WESTAR Architectural Group/Nevada, Inc. (Consultant) is pleased to provide the Client with the following professional services:

SCOPE OF SERVICES:

It must be emphasized that the consultant will not proceed with any portion of the basic or additional Scope of Service without the express written direction of the representative of the City of Las Vegas. Further it is understood that the City may proceed with any portion of the Scope of Service at their option.

1. DESIGN/CONSTRUCTION DOCUMENTS PHASE

1.1 INVESTIGATION & ANALYSIS (CONCEPTUAL DESIGN) – The Consultant will prepare a set of conceptual design documents consisting of written and graphic illustration of the existing conditions verifying the documentation the City currently maintains. It will also provide additional historic research and observation and testing accomplished during this period. Analysis of the existing systems will be compiled. This material is then assembled into a presentation to the City, which would include a listing of “necessary”, and “recommended” work efforts including demolition efforts to remove the later improvements to the areas and the work efforts required to make the building areas occupiable in a ‘grey shell’ configuration.

City review, comment and written acceptance is obtained at completion of this phase.

ADDITIONAL SERVICE: If selected by the City as part of the Additional Service effort, conceptual site plan(s), needed to describe the design intent of the plaza project would be produced. This conceptual design package will be for use in confirming the project development program, project design, conceptual area, and square foot constructing estimating and submission to the City departments involved.

1.2 EXISTING DOCUMENT REVISION (SCHEMATIC DESIGN) – This portion of the project would consist of the revision to the existing facility *documentation* the City currently maintains. The revisions would be consistent with the research performed during the previous phase of the project.

City review, comment and written acceptance is obtained at completion of this phase.

ADDITIONAL SERVICE: This phase of project development documents the various interconnections of the elements of the project, and describes the spaces involved in the plaza design that will be required to accomplish the goals. The consultant will provide a minimum of three (3) distinct schemes or alternatives during this portion of the work. The consultant is able to more accurately develop cost opinions based on the site plan(s) and details being developed.

1.3 (DESIGN DEVELOPMENT) – *This portion of the work would be required for the "ADDITIONAL SERVICE" if it is selected.* Based on the supplied Schematic Design Documents, the Consultant will prepare a set of design development documents. The design development documents will be for use in confirming the Owner's development program, value engineering, and quantitative construction cost estimating by the sub-consultant. The value engineering is completed during this portion of the project. These considerations are then integrated into the project to provide an efficient and cost effective result. At the completion of this portion of the project development, all major changes, system alterations and reconfigurations due to government, cost and functional considerations are complete. Major reconfiguration of the project due to the value engineering process will be considered an extra service to this proposal. Additionally, during this portion of the project the architect and engineers will complete the final verification of existing conditions, document those conditions and provide this material to the interested parties.

City review, comment and written acceptance is obtained at completion of this phase.

2. CONSTRUCTION DOCUMENTS PHASE

2.1 CONSTRUCTION DOCUMENTS (INCLUDING ADDITIONAL SERVICE) - Working from approved Preliminary Design plans, the Consultant will coordinate the preparation of a set of Construction Documents (*Demolition*) in accordance with the procedures outlined in the standard City contract.

These Construction Documents, consisting of **Architectural, Structural, Mechanical, Electrical and Plumbing** plans and Specifications will detail the demolition necessary for the building to provide a 'grey shell' for future lease purposes.

This portion of the work does not include the documents necessary for the reconstruction of the shell to an 'occupiable' or usable condition (this work is to be provided at a later date, under separate contract). This portion of the work will provide for the basic stabilization of the shell to provide a "stable" environment, though it may not be compliant to current model building codes, or occupiable, at this time. Minimal power and environmental conditioning of the space will be necessary. Basic existing system conditions will be maintained. If significant work effort is required to "stabilize" these structures, that is not evident from the visual inspection made at the time of this professional services proposal, it will be considered an additional service, as defined by the City standard contract.

City review, comment and written acceptance is obtained at completion of this phase.

The Consultant will be responsible for aiding the Client in submitting and administering the construction documents through City of Las Vegas Building Department with appropriate document clarification and/or interpretation as may be required.

3. CONSTRUCTION PHASE

3.1 CONSTRUCTION BID (INCLUDING ADDITIONAL SERVICE) - The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction. This service will include the coordination with the Purchasing Department for the City of Las Vegas. If desired, the Architect shall assist the Owner in establishing a list of prospective bidders or contractors. If desired, the Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results. The architect will participate in any pre-bid meeting or conference as requested by the City of Las Vegas. The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

3.2 CONSTRUCTION ADMINISTRATION (INCLUDING ADDITIONAL SERVICE)-

The Architect's responsibility to provide the Contract Administration Services under this Agreement (AS DESCRIBED IN THE City's standard contract) commences with the award of the initial Contract for Construction and continues through the issuance to the Owner of the final Certificate for Payment then concludes with Post Construction Services. The Architect shall review properly prepared, by the Contractor, timely requests for additional information about the Contract Documents (RFI).

The Architect shall on the Owner's behalf prepare, as prescribed by the City standard contract, distribute to the City supplemental Drawings and Specifications in response to requests for information by the Contractor. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings; the City will make final determinations.

The Architect and sub-consultants shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect; (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

The Architect shall review and approve or take other appropriate action upon the Contractor's submittals, such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time

in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

At the Owner's request, the Architect shall review properly prepared, by the Owner or Contractor, timely requests for changes in the Work. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications.

The Architect shall, in concert with the City, conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Architect shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. The Architect's inspection shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

3.3 POST-CONSTRUCTION ADMINISTRATION (INCLUDING ADDITIONAL SERVICE)— This portion of the work will also include the City of Las Vegas "Post-Construction" phase. This would include the adjustments to the construction documents as noted in the contractor supplied and noted record documents. The Architect and the sub-consultants will not be responsible for the accuracy of these documents, nor will extensive field verification by the Architect and the sub consultants, be considered a part of this proposal. A 'one-year' walk through, as applicable, will also be part of this scope.

COMPENSATION

The Consultant will provide the Client with the services outlined above on a lump sum fee basis in accordance with the following schedule:

Per PROJECT SCOPE:

Item 1.1 through 3.2 –

Lump Sum Professional Service Fee per phase as follows –

Item 1.1 Investigation and Analysis -

One Hundred Fourteen Thousand Seven Hundred Forty Seven Dollars
(\$114,747.00)

ADDITIONAL SERVICE -

Six Thousand Four Hundred Dollars (\$6,400.00)

Item 1.2 Existing Document Revision -

Thirty Seven Thousand Seven Hundred Forty One Dollars (\$37,741.00)

ADDITIONAL SERVICE -

Thirteen Thousand Eight Hundred Eighty Dollars (\$13,880.00)

Item 1.3 Design Development (Additional Service ONLY) -

Fourteen Thousand One Hundred Sixty Dollars (\$14,160.00)

Item 2 Construction Documents -

Sixty Four Thousand Two Hundred Ninety Five Dollars (\$64,295.00)

ADDITIONAL SERVICE -

Fifteen Thousand One Hundred Fifty Five Dollars (\$15,155.00)

Item 3.1 Construction Bid Services –

Four Thousand Two Hundred Dollars (\$4,200.00)

ADDITIONAL SERVICE -

Two Thousand Dollars (\$2,000.00)

Item 3.2 Construction Services –

Thirty Eight Thousand Twenty Dollars (\$38,020.00)

ADDITIONAL SERVICE -

Twelve Thousand Dollars (\$12,000.00)

Item 3.3 Post Construction Services –

Eleven Thousand Nine Hundred Dollars (\$11,900.00)

ADDITIONAL SERVICE -

Four Thousand Nine Hundred Ninety Dollars (\$4,490.00)

TOTAL BASIC SERVICE –

Two Hundred Seventy Thousand Nine Hundred Three Dollars (\$270,903.00)

TOTAL ADDITIONAL SERVICE –

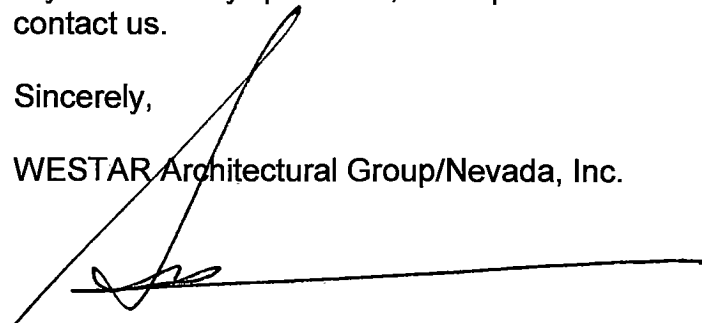
SixtyEight Thousand Eighty Five Dollars (\$68,085.00)

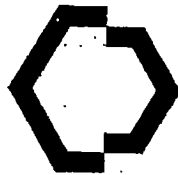
The above fees reflect the total professional fees for this project, with consideration of the full service contract (with the "typical" City of Las Vegas" modifications and additional services).

If you have any questions, or require additional information, please do not hesitate to contact us.

Sincerely,

WESTAR Architectural Group/Nevada, Inc.


Patrick J. Klenk, AIA
President



JCI

jacobs
consulting
inc.

8100 west sahara
suite 200
las vegas
nevada 89117
702.313.9393 w
702.313.9394 f
jcidev.com

Pat Klenk
Westar Architects
701 Bridger Avenue, Suite 400
Las Vegas, NV 89101

Please find the following scope of work breakdown for the proposal for the 5th street school analysis and review proposal:

2.1 Investigation Totaling \$40,000

2.1.1 Concrete Analysis

- Concrete core samples and breaking approximate - \$8,000.
- Fero Scanning Walls - \$2000.

2.1.2 Wood Framing

- Survey structure and remove samples for testing potential mold, dry rot \$5,800
- Stress analysis of existing lumber - \$2500.
- Moisture content analysis - \$1000.

2.1.3 Steel Truss and Decking

- Strength test on steel used to acquire material properties for truss analysis \$2500.
- Truss connection analysis at member to member rivet properties - \$1500.

2.1.3 Connection

- As built - structural drawings detailing existing conditions for future analysis \$9000.
- Additional testing as required - \$3500.
- JCI oversight as required - \$4200.

2.2 Analysis of existing structure and comparison to currently accepted 2003 code. Devise punch list of deficient locations - \$34,000.

2.3 Design and detail retrofit required to bring structure back to current code, site visits as required - \$20,000.

2.4 Construction document, demolition and retrofit drawings to grey shell structure including drawing/plots for review and final. Review and design coordination meetings - \$14,000.

If you have any further questions, please give me a call.

Thanks,

Scott E. Jacobs

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: BUSINESS DEVELOPMENT
DIRECTOR: SCOTT D. ADAMS

☐ CONSENT ☒ DISCUSSION

SUBJECT:

REPORT AND POSSIBLE ACTION REGARDING REDEVELOPMENT AGENCY PLAN, REDEVELOPMENT AREA, PROPOSED REDEVELOPMENT EXPANSION AREA, ADOPTION PROCESS AND OTHER RELATED MATTERS PERTAINING THERETO - WARDS 1, 3 AND 5 (MONCRIEF, REESE AND WEEKLY)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

To update the Redevelopment Agency Board on Redevelopment Agency Plan history of adoption and expansion; reasons for current proposed expansion; discussion of the proposed expansion area; actions, community meetings and public hearings to date; the proposed forthcoming adoption process, and; other related matters pertaining thereto.

RECOMMENDATION:

Accept report and direct staff accordingly.

BACKUP DOCUMENTATION:

Submitted after meeting: hardcopy of PowerPoint

MOTION:

REESE - ACCEPTED the report - UNANIMOUS with WEEKLY and GOODMAN excused

MINUTES:

SCOTT ADAMS, Director, Office of Business Development, gave a PowerPoint presentation, a copy of which is made a part of the final minutes, to update the Agency members on the status of the redevelopment expansion area plan.

MAYOR GOODMAN interjected that he thought this matter was going to be held in abeyance. COUNCILMAN WEEKLY agreed, stating that he thought it would be held because of the concerns expressed by the residents at the meeting held in West Las Vegas. MR. ADAMS asserted that this matter simply involves an update for the Agency Members to understand where staff is in the process. He noted that he ultimately would recommend that final adoption of the expansion plan be delayed because the whole process is moving too fast, and some residents have raised a number of issues. COUNCILMAN WEEKLY added that his constituents in Area Two of the proposed expansion plan do not want to be included.

MR. ADAMS proceeded with his presentation and went over the areas where the residents have embraced being included in the proposed redevelopment expansion area plan, as well as the areas where the residents are opposed, as depicted on the Proposed 2004 Areas slide. He assured the members that more meetings would be held with those residents of the areas in opposition or with concerns to clarify matters and assuage their concerns.

REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 17, 2004

MINUTES - Continued:

MAYOR GOODMAN questioned the philosophy on the land-use policy, because, in his opinion, the Expansion Plan looks gerrymandered and non-consistent. MR. ADAMS explained that any area being considered for inclusion must meet the requirements, and the property owners must embrace it. The Mayor then asked if there is a policy for opting out. MR. ADAMS replied that those property owners would be excluded, provided his/her exclusion would not harm the inclusion of any other property owners. He recommended moving forward on the majority interest. With regard to some of the residents in West Las Vegas, they clearly do not want to be part of the Plan, and he recommended they be dropped from the plan.

COUNCILMAN WEEKLY clarified that the area in West Las Vegas MR. ADAMS referred to is along Rancho Road and Alta Drive, whose residents expressed a lot of opposition at the recently held neighborhood meetings, because they are dealing with a possible high-rise building in their neighborhood. They also do not understand the benefits of being included in the Expansion Plan, because no one has taken the time to explain, and they are afraid of the City using eminent domain. He stressed that staff needs to take as much time as it takes to explain the process clearly to them. Anything less would be disrespectful.

COUNCILMAN WOLFSON asked what the RDA does to advertise the existence of the Redevelopment Agency and the potential benefits if the qualifications are met. MR. ADAMS replied that staff drove through the neighborhoods to brief people about the tools that are available. A lot of local and national advertising is also done. Staff also attends a lot of trade shows.

COUNCILMAN WOLFSON asked if staff has ever put out an informative flyer to the locals. MR. ADAMS indicated that flyers have been sent out in the past, and staff is currently looking into putting an insert in major local business journals.

NOTE: COUNCILMAN MACK emphasized that he would like any future informational flyers to be put in simple terms for everyone to clearly understand the process.

NOTE: COUNCILMAN REESE directed MR. ADAMS to meet with him regarding the St. Louis area.

(9:57 - 10:21)

1-1830

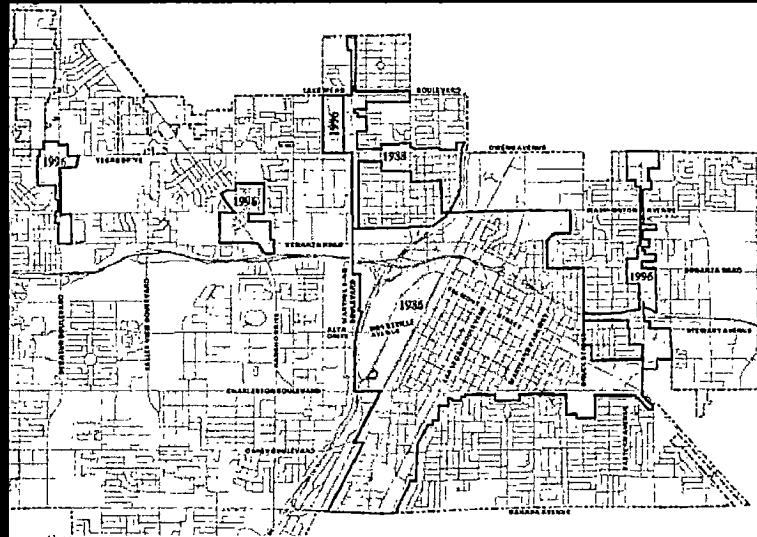
Las Vegas Redevelopment Agency
Office of Business Development
Redevelopment Area
Proposed Expansion

November 17, 2004

Good morning. At your last Redevelopment Agency meeting, you requested that staff prepare an update on the proposed Redevelopment Area Expansion, and the process for amendment and rewrite of the Redevelopment Plan.

11/17/04
RA Mtg. #3

Redevelopment Area Expansion Existing 1986, 1988, 1996 Areas



The Las Vegas Redevelopment Agency was founded in 1986 under Nevada Revised Statutes, Chapter 279. Under previous amendments to NRS, we became the only 45 year agency in the state. So, we will keep going until March of 2031. The entire core of what we think of as downtown today was adopted as the Downtown Redevelopment Area in 1986. That area runs from I-15 to Five Corners, and Washington to Sahara.

The Plan Area was amended in 1988 to add the commercial corridors of historic West Las Vegas.

In 1992, a consultant land use map was generated which became the default "General Plan" for downtown. Unfortunately, it was a hand drawn map that had 28 different land use categories on it.

The Area was expanded again in 1996 to add the lower Rancho Corridor, the Eastern Commercial Corridor and some portions of Decatur. All these areas were adopted as one "redevelopment area", so they all follow the same policies and procedures, and all expire in 2031.

In 1996, a draft consultant plan was adopted as the Downtown Plan. In 1997, a final downtown plan was beginning to be drafted after many concerns with the 1996 plan, and you eventually adopted the Downtown Centennial Plan in July 2000. Around the same time, staff proposed various amendments to allow mixed-use developments with residential and commercial uses in the same buildings.

Since that time, we have formed an Arts District and an Entertainment District. Now we are proposing further expansions to the Downtown Centennial Plan, and continually seek ways to allow developers to build a more complex and desirable urban environment.

Redevelopment Area Expansion

Why Expand Now?

Accommodate new mixed-use and high-rise projects being proposed outside current Redevelopment boundary

Expand kit of redevelopment tools into new areas ready for redevelopment:

- Tax Increment Financing
- Fast Track Program
- Visual Improvement Program

During 2003, OBD staff began discussions with the City Manager's Office and Planning and Development staff, and the Downtown Coordination Team about the possibility of stretching the Redevelopment Area further. This was proposed to accommodate both major redevelopment projects being discussed—such as Holsom Lofts, mixed-use condo towers on Lower Rancho below Sahara (but in the City) overlooking the Strip, such as Grandview and Scandia, and high-rise projects on East Sahara.

We also knew that certain parcels along Bonanza and Martin Luther King were in play—that land was being assembled for future high-rise condos and mixed-use office and commercial projects. With the success of World Market Center, it was inevitable that there would be related projects in these areas as well as the core.

So it was our desire and recommendation to accommodate the many new mixed-use and high-rise projects being proposed outside current Redevelopment boundary. Mixed-use development without height restrictions is only allowed within the Redevelopment Area, so it seemed prudent to expand that area where projects were being proposed.

We also saw that some older areas around the edges of downtown but outside the current Redevelopment Area could benefit from some of our current redevelopment programs, such as Tax Increment Financing, our recent Fast Track Program to coordinate and expedite the permitting process and our new Commercial VIP, or Visual Improvement Program.

Redevelopment Area Expansion

Community Input / Adoption Actions:

RDA approves consultant on 5/19/04

CC adopts "Area of Evaluation"

Resolution on 7/21/04

PC approves "Preliminary Plan" for RDA
Expansion Areas on 8/12/04

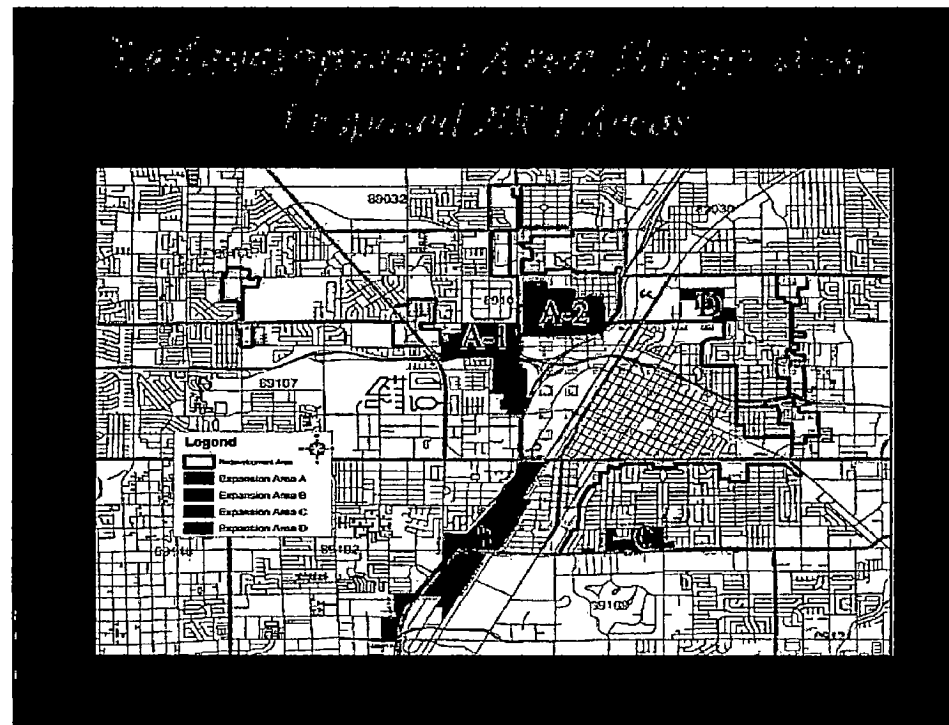
Community Meetings, with all owners
noticed, held on 8/3/04 (Area A), 8/19/04
(Areas B/C), 10/13/04 (Area A-2), and
11/9/04 (Area A-2)

On May 19, 2004, the Redevelopment Agency Board approved the selection and contract for Bender and Associates of Las Vegas to help us with our proposed redevelopment plan expansion and rewrite of our redevelopment plan.

The City Council adopted the initial "Area of Evaluation" Resolution on July 21, 2004, authorizing staff to pursue the study of certain areas, namely Areas A, B, and C on today's maps.

The Planning Commission unanimously approved the "Preliminary Plan" for RDA Expansion Areas on August 12, 2004.

To date, the Office of Business Development and the Department of Planning and Development have conducted Community Meetings, with all owners noticed, held on 8/3/04 (A), 8/19/04 (B/C), 10/13/04 (A), and 11/9/04 (A)



AREA A1: The question of whether the existing residential districts in the heart of WLV should remain primarily low density residential over the next 27 years needs to be answered. Our initial assumption to facilitate transition to highest and best use has been met with healthy suspicion from single-family homeowners between H and N, and some non-profit church uses as well.

AREA A2: No dissension along MLK and Bonanza has been noticed, and even some property owners have asked for various parcel to be added. Major developers such as ANC, Ambling, Walker Furniture and 2 other condo builders have offered their support.

AREA B: We have two industrial properties along Western that want to remain industrial, while the primary property owner along Wall Street wants his entire area upgraded from Commercial to Mixed Use land use. The two major condo projects, Scandia and Grandview, as well as the Sahara Rancho Med Office Complex, have offered their full support.

AREA C: We are proposing further refinements to eliminate properties along St. Louis Avenue too, but 2 major condo projects and one office development have all offered their support.

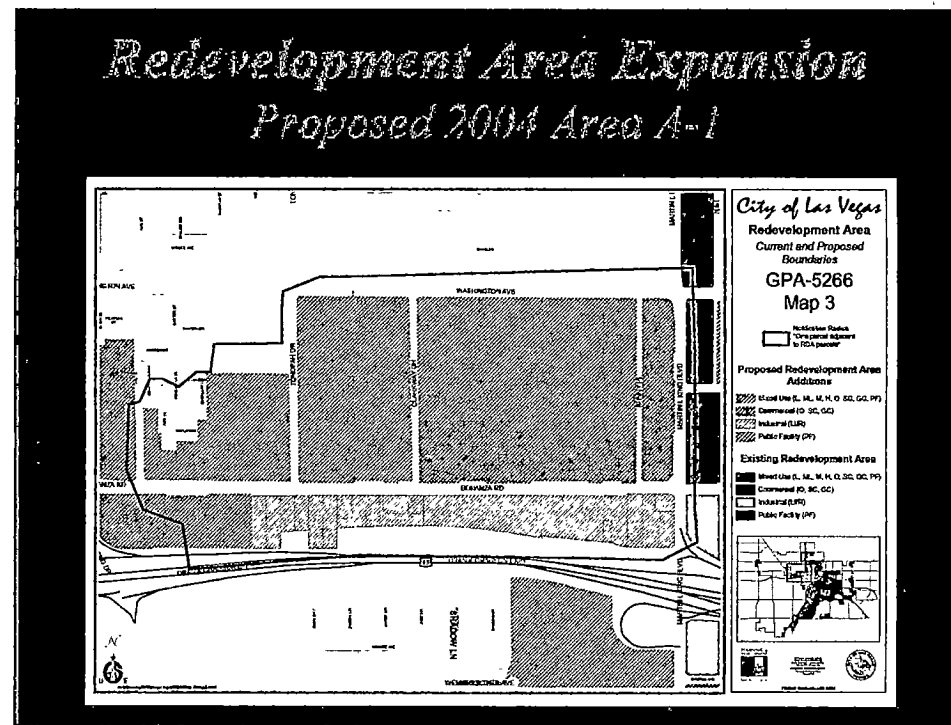
AREA D: OBD will propose to add this area at the request of and with the full support of property owners of Anderson Dairy and Channel 3.

Redevelopment Area Expansion

Community Input / Plan Changes

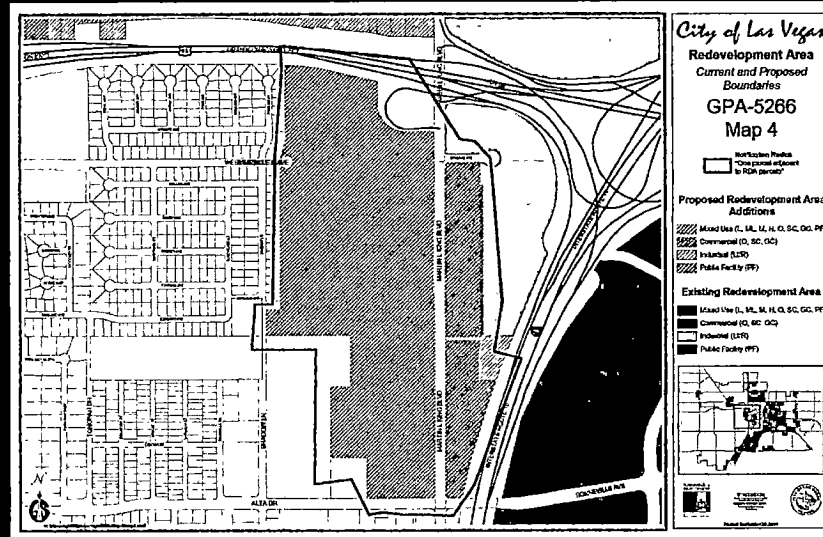
These Plan Changes/Input Made So Far:

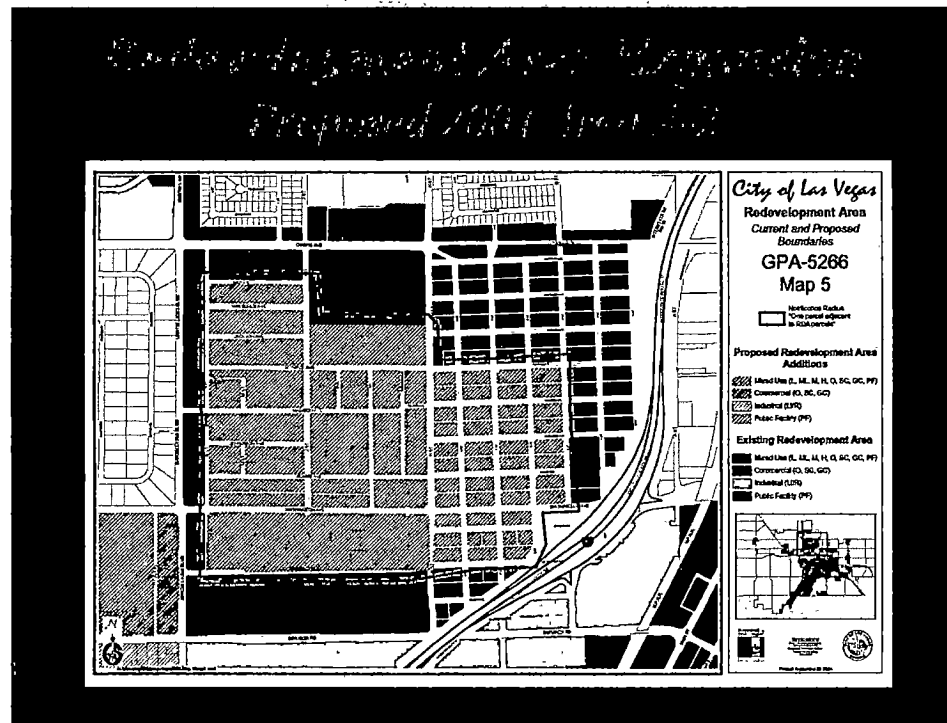
- Expanded Area A-1 to add parcels at the request of property owners
- Modified Area C to delete single family neighborhoods and community uses along St. Louis Avenue
- Added Area D at the request of property owners to facilitate their expansions and redevelopment efforts
- Area A-2 residents expressed concern about their homes being in the RDA



Area A-1: Major mixed-use projects proposed in downtown edge sites outside redevelopment that could benefit from RDA Fast Track coordination, etc.

Redevelopment Area Expansion *Proposed 2004 Area A-1*

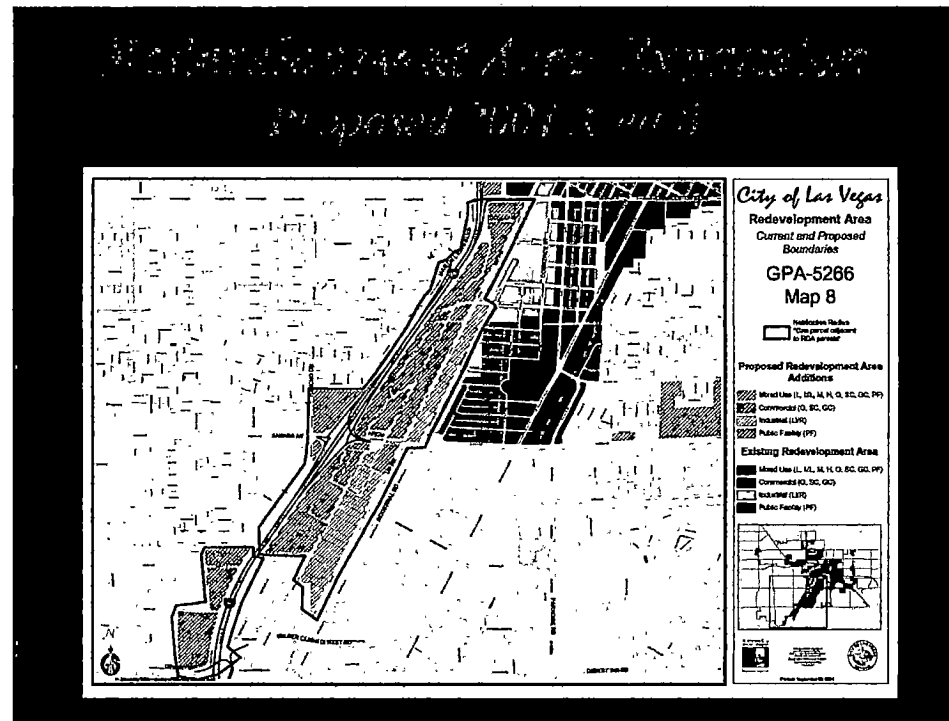




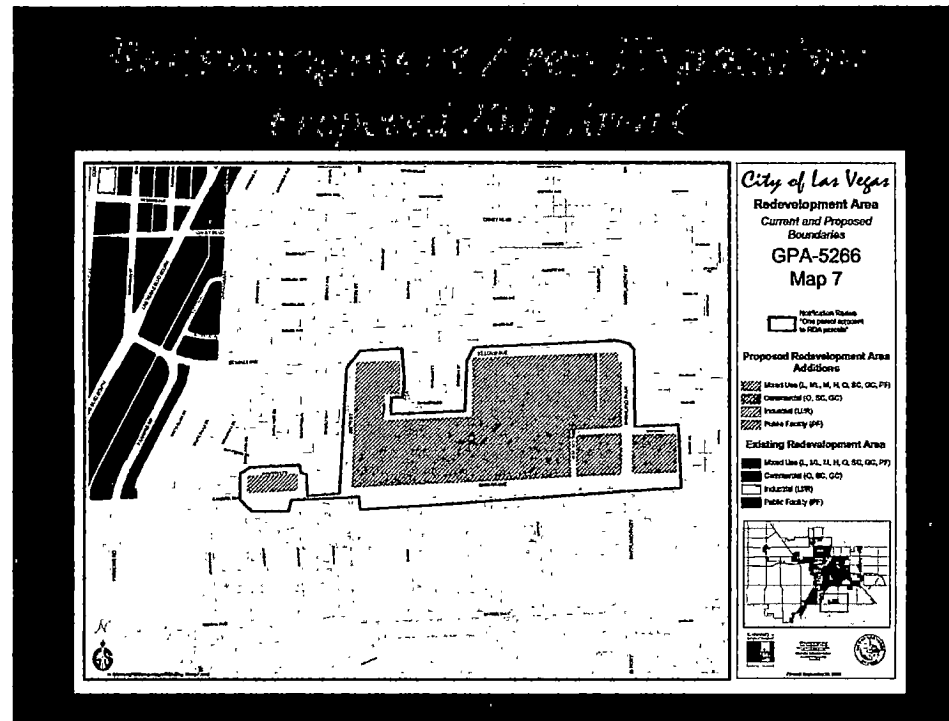
Area A-2: City discussions led to adding West Las Vegas core, since this could become our priority development area

Our biggest discussion was whether the heart of West Las Vegas should or should not be added to the Redevelopment Plan. Our research indicated that nearly half the parcels, especially from D Street to H Street in this area were now vacant with no buildings. We also observed that nearly one quarter of the properties in this area were no longer in productive use and on the tax rolls.

Ultimately a decision will have to be made whether the area, especially from H Street to N Street should or should not be added to the Plan. Will this area benefit from Redevelopment? Will this area be a Neighborhood Preservation Area in the next generation or will it have been bought and assembled for higher density urban uses relating to Union Park, an Academic Medical Center, World Market Center, a possible sports arena, etc.?

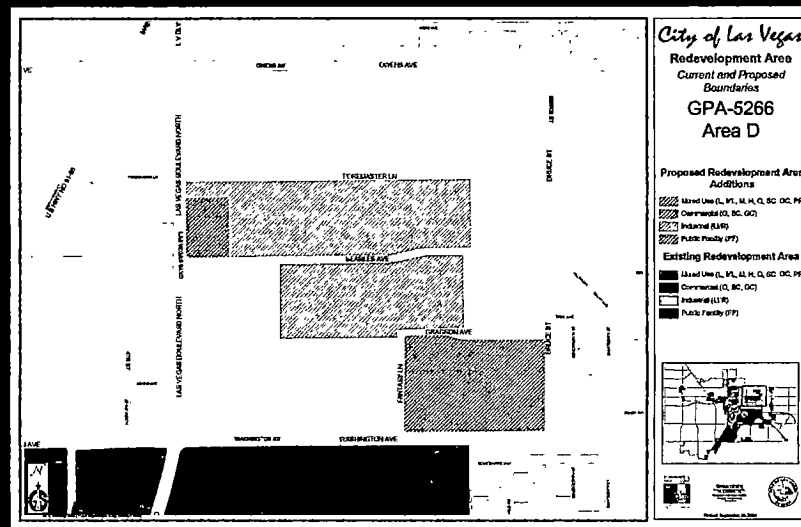


Area B: Major mixed-use projects proposed in downtown edge sites outside redevelopment that could benefit from RDA Fast Track coordination, etc.



Area C: Major mixed-use projects proposed in downtown edge sites outside redevelopment that could benefit from RDA Fast Track coordination, etc.

Redevelopment Area Expansion Proposed 2004 Area D



Area D: Commercial property owners asked to be added to support expansion

*Redevelopment Area Expansion
Assignment of "General Plan" Land Uses*

RDA Plan is "General Plan" for RDA Area, so underlying land uses must be assigned-- Mixed-Use (Y), Commercial (R), Industrial (Gray), Public Facility (BI)

1986/88 RDA Areas assigned new land uses 10/1/03 to replace 1992 map

1996 areas never assigned

We propose to adopt urban land uses for 1996 and 2004 areas now

RDA Plan is "General Plan" for RDA Area, so underlying land uses must be assigned-- Mixed-Use (Y), Commercial (R), Industrial (Gray), Public Facility (BI)

1986/88 RDA Areas assigned new land uses 10/1/03 to replace 1992 map

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We propose to adopt urban land uses for 1996 and 2004 areas now

*Redevelopment Area Expansion
Proposed Final Adoption Process*

Seek further community input

Seek direction from RDA Board, then:

1. Approve amended expansion area
2. Approve assignment of land uses
3. Adopt policies and procedures
4. Adopt final Redevelopment texts
5. Publish new Plan / Post on-line

Seek further community input

Seek direction from RDA Board, then:

Approve amended expansion area

Approve assignment of land uses

Adopt policies and procedures

Adopt final Redevelopment texts

Publish new Plan / Post on-line

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: NOVEMBER 17, 2004

CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE REDEVELOPMENT AGENCY. NO SUBJECT MAY BE ACTED UPON BY THE REDEVELOPMENT AGENCY 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

MINUTES:

PATRICIA MARTINELLI-PRICE said it is imperative the Council do something to help the situation on Wilson Street. Several non-profit entities in the vicinity were given notice to clean the area. Everyone needs to sit together and resolve this problem with the respect and dignity it deserves. Most of the people in this community are two paychecks away from being homeless. It is important to come together and do the right thing for the homeless, who are from all walks of life.

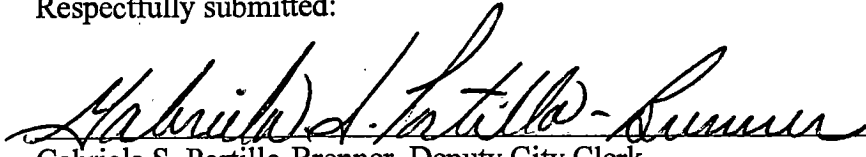
LUCY LONG commented that she was two years away from collecting Social Security, but she is also a resident of Shade Tree. She indicated that there is a system in which everybody that goes into Shade Tree, the Salvation Army, or the Rescue Mission is automatically checked off and recommended for psychiatric treatment, to apply for SS or disability. But many of these people would prefer to work. She suggested putting together a roster of the companies that are interested in getting the indigent out of the gutter.

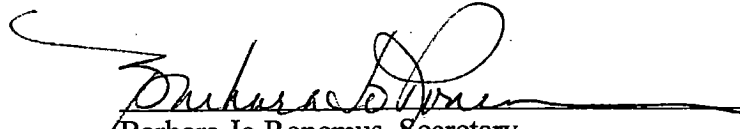
She then brought up an issue with the Mormon Faith, the faith in which she was baptized. She went to her bishop because her working hours were cut two days before getting an apartment, which caused her a nervous breakdown. She was dismissed without any discussion, and her bishop could not be reached. She opined that there are larger problems with Deseret Industries that should be addressed. The bishop oversees the entire ward and ignores the people.

(10:21 - 10:27)
1-2920

THE MEETING ADJOURNED AT 10:27 A.M.

Respectfully submitted:


Gabriela S. Portillo-Brenner, Deputy City Clerk
January 24, 2005


Barbara Jo Ronemus, Secretary