



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

MINUTES

Meeting of
FEBRUARY 21, 2007
9:00 A.M.

(Following the morning session of the City Council Meeting)

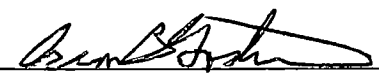
Called To Order: 11:56 A.M.
Adjourned: 12:19 P.M.

REDEVELOPMENT AGENCY	PRESENT	ABSENT	EXCUSED
CHAIRMAN OSCAR B GOODMAN	☒	☐	☐
MEMBER GARY REESE - VICE-CHAIRMAN	☐	☐	☒
MEMBER LARRY BROWN	☒	☐	☐
MEMBER LAWRENCE WEEKLY	☒	☐	☐
MEMBER STEVE WOLFSON	☒	☐	☐
MEMBER LOIS TARKANIAN	☒	☐	☐
MEMBER STEVEN D ROSS	☒	☐	☐
DOUG SELBY, EXECUTIVE DIRECTOR	☒	☐	☐
BRADFORD JERBIC, CITY ATTORNEY	☐	☐	☒
WILLIAM HENRY, SENIOR LITIGATION COUNSEL	☒	☐	☐
BEVERLY K BRIDGES, ACTING SECRETARY	☒	☐	☐

APPROVED BY REFERENCE APRIL 4, 2007

ATTEST:


ACTING SECRETARY


CHAIRMAN



**REDEVELOPMENT AGENCY MEETING
CITY HALL, 400 STEWART AVENUE
COUNCIL CHAMBERS**

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

February 21, 2007

9:00 AM

(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

DUPLICATE AUDIO CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF \$5 00 EACH THROUGH THE CITY CLERK'S OFFICE

- 1 CALL TO ORDER
- 2 ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- 3 Approval of the Final Minutes by reference of the regular Redevelopment Agency meeting of January 17, 2007
- 4 Discussion and possible action regarding a Construction Management Agreement in the amount of \$364,956.80 (Redevelopment Agency Special Revenue Fund) and the related contingency amount with Harris & Associates to provide construction management during the rehabilitation of the Historic Fifth Street School located at 400 Las Vegas Boulevard South - Ward 3 (Reese)
- 5 Discussion and possible action regarding a Designated Services Agreement in the amount of \$64,215 (Redevelopment Agency Special Revenue Fund) and the related contingency amount with Harris & Associates for material testing, special inspections and abatement monitoring during the rehabilitation of the Historic Fifth Street School located at 400 Las Vegas Boulevard South - Ward 3 (Reese)
- 6 Discussion and possible action on the dedication of land for additional sidewalk and a bus turnout as required by the rehabilitation of the Historic Fifth Street School located at 400 Las Vegas Boulevard South - Ward 3 (Reese)
- 7 Discussion and possible action on an Interlocal Agreement between the Las Vegas Redevelopment Agency and the Las Vegas Valley Water District to provide a connection for a water supply to support the fire sprinkler system needed for the rehabilitation of the Historic Fifth Street School located at 400 Las Vegas Boulevard South - Ward 3 (Reese)

- 8 Discussion and possible action to direct Redevelopment Agency (RDA) staff accordingly on the development of the necessary structure and organization to allow the use of New Market Tax Credits (NMTC) and Historic Tax Credits (HTC) as a means to offset a portion of the rehabilitation expenses at the Historic Fifth Street School located at 400 Las Vegas Boulevard South - Ward 3 (Reese)
- 9 Discussion and possible action regarding an Estoppel Certificate to Hypo Real Estate Capital Corporation concerning the First Amended and Restated Owner Participation Agreement (OPA) dated July 7, 2004, with WMC V Phase 1, LLC, WMC I Associates, LLC, WMC II Associates, LLC, WMCV Phase 2, LLC, and WMCV Phase 3, LLC, located at the northwest corner of Grand Central Parkway and Bonneville Avenue - Ward 5 (Weekly)
- 10 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

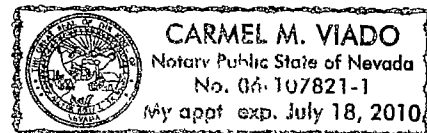
City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Bulletin Board, City Hall Plaza (next door to Metro Records)
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S Grand Central Parkway
Grant Sawyer Building, 555 E Washington Avenue

STATE OF NEVADA)
) ss
COUNTY OF CLARK)


SIGNATURE

14 day of February, 2007

 **CARMEL M. VIADO**
Notary Public for the State of Nevada
No. 115-107821-1
My appt. exp. July 18, 2010



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: FEBRUARY 21, 2007

SUBJECT:

CALL TO ORDER

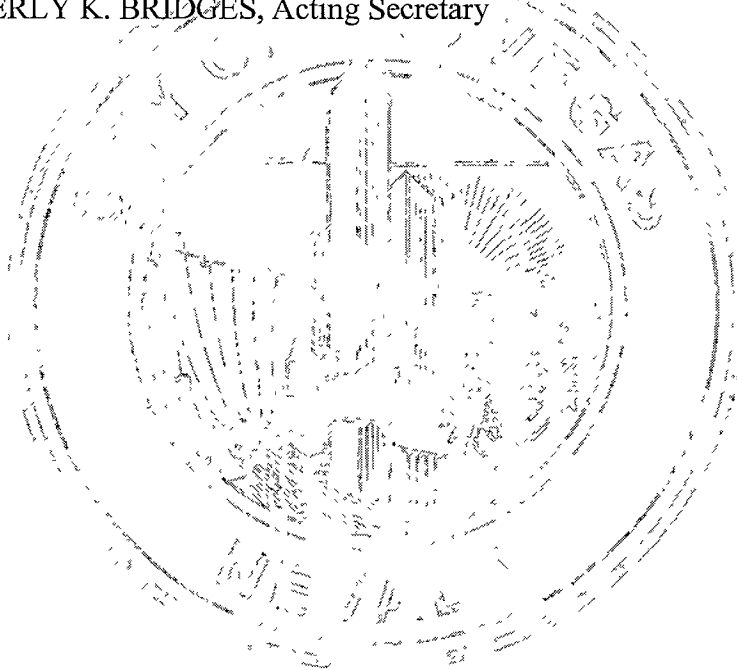
Minutes:

CHAIRMAN GOODMAN called the meeting to order at 11:56 a.m.

PRESENT: CHAIRMAN GOODMAN and MEMBERS BROWN, WEEKLY, WOLFSON, TARKANIAN and ROSS

EXCUSED: MEMBER REESE

ALSO PRESENT: DOUG SELBY, Executive Director, WILLIAM HENRY, Senior Litigation Counsel, and BEVERLY K. BRIDGES, Acting Secretary



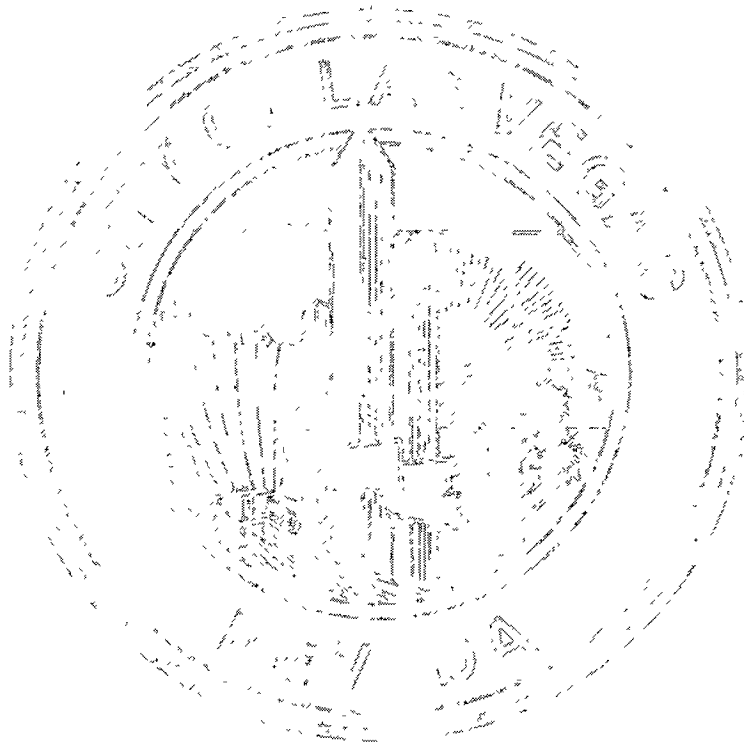
AGENDA SUMMARY PAGE
REDEVLEOPMENT AGENCY MEETING OF: FEBRUARY 21, 2007

SUBJECT:

ANNOUNCEMENT RE. COMPLIANCE WITH OPEN MEETING LAW

Minutes:

ANNOUNCEMENT MADE - Meeting noticed and posted at the following locations: City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge Bulletin Board, City Hall Plaza (next door to Metro Records), Las Vegas Library, 833 Las Vegas Boulevard North, Clark County Government Center, 500 S. Grand Central Parkway, Grant Sawyer Building, 555 E Washington Avenue



AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

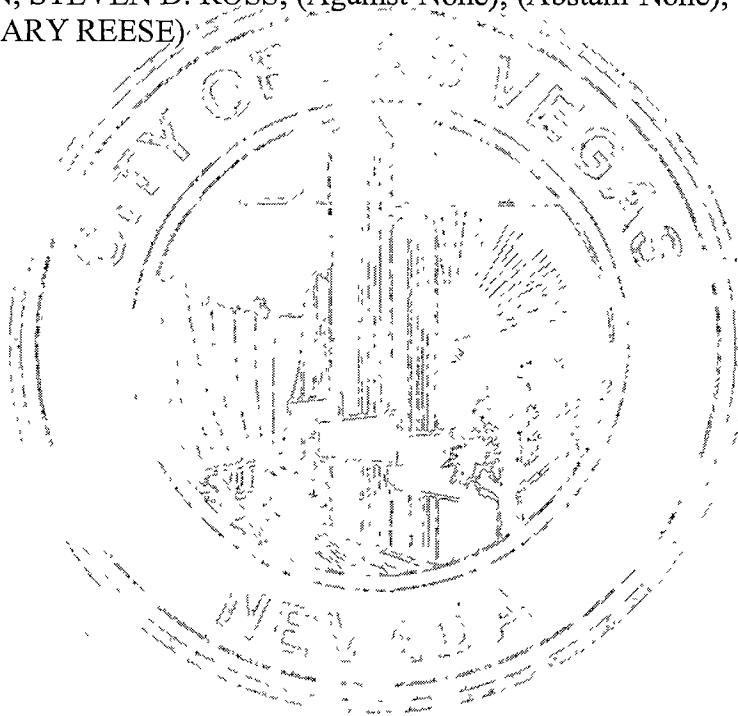
SUBJECT:

Approval of the Final Minutes by reference of the regular Redevelopment Agency meeting of January 17, 2007

Motion made by LARRY BROWN to Approve by Reference

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-GARY REESE)



AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

SUBJECT:

Discussion and possible action regarding a Construction Management Agreement in the amount of \$364,956.80 (Redevelopment Agency Special Revenue Fund) and the related contingency amount with Harris & Associates to provide construction management during the rehabilitation of the Historic Fifth Street School located at 400 Las Vegas Boulevard South - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$364,956.80

Funding Source: Redevelopment Agency Special Revenue Fund

Dept./Division: Redevelopment Agency

PURPOSE/BACKGROUND:

The Historic Fifth Street School is scheduled to undergo rehabilitation. The construction will include new electrical, mechanical and life safety systems, as well as new roofing and landscaping. Harris & Associates will provide construction management and oversight of the project.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

1. Construction Management Agreement
2. Site Map

Motion made by LARRY BROWN to Approve Items 4-8

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-GARY REESE)

Minutes:

SCOTT ADAMS, Director of the Office of Business Development, explained that Items 4 through 8 involve the Fifth Street School renovation for various nonprofit uses and as a center for the arts downtown. He summarized the purpose of each item, including actual reconstruction, working with the Regional Transportation Commission regarding additional right-of-way and the interlocal agreement with the Water District to provide water services for the building. This will also allow for usage of various types of tax credits in the amount of

REDEVELOPMENT AGENCY MEETING OF: FEBRUARY 21, 2007

roughly \$4 million and the transfer of title

TOM McGOWAN commented on the historic significance of the Fifth Street School and the importance of the community-based programs that will take place in the facility. He commended the Director and staff of the Office of Business Development, particularly STONEY DOUGLAS, for their outstanding efforts and urged approval of these items.

ANTHONY HODGES confirmed with CHAIRMAN GOODMAN that MEMBER REESE was excused due to illness. He also verified that the facility will be open to the entire public.

AL GALLEG0 expressed concern about the lack of parking within the area, especially once renovations begin at this facility.



CONSTRUCTION MANAGEMENT AGREEMENT FOR FIFTH STREET SCHOOL REHABILITATION - PHASE III

THIS AGREEMENT is made and entered into this 27th day of February, 2007, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body within the State of Nevada (herein the "Agency"), and HARRIS & ASSOCIATES (herein the "Construction Manager").

WITNESSETH:

WHEREAS, the Agency intends to construct FIFTH STREET SCHOOL REHABILITATION - PHASE III commonly known and referred to as the "Project", and

WHEREAS, the Construction Manager is properly qualified and has the personnel and facilities necessary to perform the services hereinafter set forth within the required time, and

WHEREAS, with respect to the Project, the Agency intends to publicly bid and retain a qualified and licensed contractor (herein the "Contractor") to construct the Project having been engineered and designed by a professional engineer (herein the "Consultant"), and

WHEREAS, the Agency desires to retain the services of a qualified construction manager who will be responsible for providing the services requested by the Agency which may include, without limitation, review of documents (including submittals) prepared by the Contractor, contract administration, change order negotiations and execution, monitoring and documenting construction progress in connection with the Project;

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

SECTION ONE CONSTRUCTION MANAGER RESPONSIBILITIES

1.01 Scope of Services. Acting as a fiduciary agent for the Agency, the Construction Manager hereby agrees to provide the services set forth in "Scope of Services", Exhibit "A", and "Required Submittals", Exhibit "B", and "Performance Schedule", Exhibit "C", attached hereto, subject to the terms and conditions of this Agreement.

1.02 Additional Services. The Construction Manager shall provide the services set forth in "Hourly Rate Schedule," Exhibit "E" attached hereto, if, and only if, so requested in writing by the Agency. Payment will be made to the Construction Manager for such services in accordance with Section 5.02.

1.03 Performance Standards. In performing the services set forth in the Scope of Services, the Construction Manager shall follow practices consistent with generally accepted construction management standards.

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

1.05 Construction Manager's Representative. The Construction Manager's Representative is hereby designated as indicated in Exhibit "F", "Key Personnel List", who shall be responsible for providing the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Manager, or by the associates and employees identified in the Construction Manager's proposal provided that such associates and employees perform under the personal supervision of the Manager. All employees identified in the Construction Manager's cost proposal shall be subject to approval by the Agency's Representative. Should the Manager, or any associate or employee, be unable to complete his or her responsibility for any reason, the Construction Manager will replace the employee with a qualified person approved by the Agency. If the Construction Manager fails to make a required replacement within thirty (30) days, the Agency may terminate this Agreement for default as provided in Section 8.0.3.

1.06 Correspondence Review. The Construction Manager shall furnish the Agency's Representative copies of each correspondence sent to the Contractor or to any regulatory agencies

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

SECTION TWO AGENCY RESPONSIBILITIES

2.01 Agency's Representative. The City of Las Vegas' Director of Public Works or his authorized representative is hereby designated as the Agency's Representative with respect to this Agreement. The Agency's Representative shall have complete authority to transmit instructions, receive information, interpret and define the Agency's policies and decisions with respect to the services of the Construction Manager

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

2.03 Review of Construction Manager's Services and Documents. The services to be performed by the Construction Manager shall be subject to periodic review by the Agency's Representative. The review comments of the Agency's Representative shall be reported in writing to the Construction Manager. To prevent an unreasonable delay in the construction of the Project, the Agency's Representative will endeavor to examine and comment in writing on the documents including, without limitation, change order requests, requests for information, memos to designer and letters of clarification by or to the Construction Manager, submitted to the Agency for comment within 10 working days of receipt of such documents

2.04 Access to Records. The Agency shall, without charge, furnish a copy to, or make available for examination or use by, the Construction Manager as it may request, any data which the Agency has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under the Scope of Services. The Agency shall assist the Construction Manager in obtaining data and documents from public agencies and from private citizens and business firms whenever the Agency determines that such material is necessary for the completion of the services required by the Scope of Services

SECTION THREE CHANGES TO THE SCOPE OF SERVICES

3.01 Requested Changes. The Agency may at any time, by written order, make changes to the Scope of Services to be provided by the Construction Manager during the construction of the Project or the Scope of Services

3.02 Adjustment of Compensation. If the changes requested by the Agency cause an increase in the cost or time required for the Construction Manager to perform any of the services required thereunder, an equitable adjustment shall be made in the compensation to be paid to the Construction Manager under Section Five and the Scope of Services shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Construction Manager of written notification of the changes to the services to be provided under the Scope of Services unless the Agency grants in writing a further period of time before the date of final payment. If final payment is made to the Construction Manager, the Construction Manager waives any right to seek any equitable adjustment in compensation with respect to that change

SECTION FOUR TERM OF AGREEMENT

4.01 Term. This Agreement shall commence on the day in the first paragraph set forth above and shall remain in force and effect until the Project is completed (as evidenced by the issuance of a Certificate of Completion) unless the Agency serves upon the Construction Manager a thirty (30) day written Notice of Termination pursuant to Section 8.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder

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

SECTION FIVE COMPENSATION AND TERMS OF PAYMENT

5.01 **General.** The Agency agrees to pay the Construction Manager as compensation for the services provided under Article 1 of this Agreement the amount of the fixed Fee set forth in **Exhibit "D"** (Fee and Man-hours Breakdown). In no event shall the total amount of compensation to be paid to the Construction Manager exceed the total fixed Fee set forth in **Exhibit "D"**, unless written authorization is given by the Agency.

5.02 **Compensation.** Construction Manager estimate of the number of man-hours to be expended in the performance of this agreement is set forth in "Fee and Man-hours Breakdown", **Exhibit "D"**, attached hereto. The Agency shall pay the Construction Manager for the services actually performed under the Scope of Services the hourly rates set forth in "Hourly Rate Schedule", **Exhibit "E"**, attached hereto unless a different hourly rate has been approved by the Director of Public Works, or his designee.

5.03 **Invoice.** An invoice shall be submitted to the Agency each month for the services provided during the previous month based upon the rates set forth in the "Fee Breakdown", **Exhibit "D"**, and the "Hourly Rate Schedule", **Exhibit "E"**. An original invoice and one copy to the Agency's Representative in the format acceptable to the Agency Representative, attached hereto shall be submitted to the Agency. Payment shall be due within sixty (60) days after the date of receipt and approval by the Agency's Representative of the monthly invoice, unless the amount set forth therein, or any portion thereof, is being disputed by the Agency in which case payment shall be made on the undisputed amount. Failure to pay the Construction Manager within this period may, if so requested by the Construction Manager, result in a penalty of one-half (½) percent per month being applied to the unpaid balance.

5.04 **Right to Off-Set.** The Agency's Representative may subtract or off-set from any unpaid invoice received from the Construction Manager any damages, costs and expenses caused by, resulting from or arising out of, the negligent acts or omissions of the Construction Manager in the performance of the services under this Agreement including, without limitation, the lack of proper oversight and review of the documents prepared by the Consultant and/or the Contractor. The Agency's Representative shall provide a written statement to the Construction Manager of the damages, costs and expenses which have been subtracted from any payment to the Construction Manager along with appropriate documentation and receipts, if any, and a description of the negligent errors or deficiencies attributed to the Construction Manager.

5.05 **Final Payment.** Upon completion by the Construction Manager of the services required under this Agreement, and upon acceptance of such services by the Agency, which acceptance will not be unreasonably withheld, the Construction Manager will, within sixty (60) days of the Agency's acceptance, be paid the balance of any money due for such services.

SECTION SIX PROJECT SCHEDULE

6.01 **Project Schedule.** If so required under the Scope of Services, the Construction Manager will obtain from the Contractor and furnish to the Agency's Representative a schedule for performance of the construction of the Project (herein the "Project Schedule") no later than thirty (30) days after the Contractor receives written notice to proceed from the Agency. The Construction Manager shall review the Project Schedule for compliance with the milestone requirements set forth in the construction documents and that the times allotted for each task are reasonable. The Construction Manager shall complete his review within ten (10) days of receipt of the Project Schedule. The Construction Manager shall monitor the progress of the Contractor against the Project Schedule and shall document and report the Contractor's progress to the Agency's Representative.

6.02 **Revised Project Schedule.** If the Contractor's performance is delayed or the sequence of tasks changed, the Construction Manager shall notify the Agency's Representative in writing of the reasons for the delay or the change. The Construction Manager shall then require the Contractor to prepare a revised Project Schedule for submission to and approval by the Agency's Representative. The Construction Manager shall review the Project Schedule and monitor the Contractor's performance and completion of the work in accordance therewith.

SECTION SEVEN AUDIT: ACCESS TO RECORDS

7.01 **Records.** The Construction Manager shall maintain books, records and other documents directly pertinent to performance of the Scope of Services in accordance with generally accepted accounting principles and practices. The Construction Manager shall also maintain the

financial information and data used by the Construction Manager in the preparation or support of the invoices submitted to the Agency. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the Agency, or its designated representative. The Agency, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Construction Manager will provide proper facilities for such access and inspection. Any negotiated hourly rates will not change due to an audit.

7.02 Disclosure. The Construction Manager agrees to the disclosure of all information and reports resulting from access to records pursuant to Sections 7.01 above, to any of the agencies referred to in Section 7.01 above, provided that the Construction Manager is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the Construction Manager.

7.03 Period of Maintenance. The books, records and other documents under Sections 7.01 and 7.02 above shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation, or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

7.04 Subcontract Provisions. The Construction Manager agrees to include Sections 7.01 through 7.03 in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

SECTION EIGHT MISCELLANEOUS PROVISIONS

8.01 Suspension. The Agency may suspend performance by the Construction Manager under a Scope of Services for such period of time as the Agency, in its sole discretion, may prescribe by providing written notice to the Construction Manager at least ten (10) working days prior to the effective date of the suspension. With such suspension, the Agency shall pay to the Construction Manager the amount of compensation, for the unpaid services rendered prior the effective date of suspension. The Construction Manager shall not provide any further services under the Scope of Services after the effective date of suspension until otherwise notified in writing by the Agency. In the event the Agency suspends performance by the Construction Manager for any cause other than the error or omission of the Construction Manager for an aggregate period in excess of thirty (30) days, the Construction Manager shall be entitled to an equitable adjustment of the compensation payable to the Construction Manager under the Scope of Services including reimbursement of the Construction Manager for additional costs occasioned as a result of such suspension of performance by the Agency.

8.02 Termination. The Agency reserves the right to terminate this Agreement without cause or default on the part of the Construction Manager with ten (10) working days' prior written notification to the Construction Manager. Notification of the Construction Manager is deemed to have occurred on that date that the Agency deposits written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section entitled "Notice" of the Agreement. In the event of termination, without cause or default, the Agency agrees to pay to the Construction Manager the reasonable value for the services performed as of the date that notification of termination is received by the Construction Manager.

8.03 Default. The occurrence of any of the following events shall constitute a default by the Construction Manager hereunder (hereinafter "Event of Default")

A If the Construction Manager shall default in the due observance and performance of any term, condition or covenant contained in this Agreement.

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

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

D If the Construction Manager should, in the judgment of the Agency, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Six of this Agreement, then, if any such Event of Default continues for three (3) working days after written notice to the Construction Manager, the Agency, may, without prejudice to any other remedy it may have at

law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Construction Manager hereunder, finish this Agreement by such means as the Agency may see fit, deduct from any balance due the Construction Manager the reasonable and necessary cost of finishing this Agreement. If the Agency cannot complete the performance of this Agreement with the remaining funds originally set aside and budget for this Project and paying the excess, if any, to the Construction Manager and in the event the cost of finishing the Construction Manager's work exceeds the balance due the Construction Manager, such excess shall be paid by the Construction Manager to the Agency within five (5) days of invoicing by the Agency or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the Construction Manager except for the reasonable value for the services performed as of the date of receipt of the notice of termination. The costs and expenses of completing this Agreement of the Construction Manager shall be computed and audited by the Agency's designated representative. The audit shall be made in accordance with generally accepted accounting principles and the Construction Manager shall pay all costs of such audit.

It is expressly agreed that the Agency reserves the right to off-set any and all claims made by the Construction Manager for payment of its Fee or the reimbursement of additional costs incurred hereunder, with any claims that the Agency might have against the Construction Manager for failure to comply with any of the terms and conditions of this Agreement

8.04 Ownership of Documents. Any and all plans, drawings, specifications, studies and other documents (including magnetic media) prepared or assembled by the Construction Manager or any of its subcontractors which are related to the performance of this Agreement are deemed to be the property of the Agency. In the event of completion or termination of this Agreement, the Agency reserves the right to require delivery of any and all plans, drawings, specifications, studies and other documents not in its possession. Any use of such completed documents for other projects and/or any use of incomplete documents without specific written authorization from the Construction Manager will be at the Agency's sole risk. The Construction Manager shall be entitled to a reproducible copy of such plans, drawings, specifications, studies and other documents furnished to the Agency.

8.05 Insurance. The Construction Manager shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances.

A. **Employers Insurance Company of Nevada (EICON).** Such insurance shall protect the Construction Manager and the Agency from employee claims based on job-related sickness, disease, or accident

B. **Comprehensive General Liability Insurance** (bodily injury and property damage). Such insurance shall protect the Construction Manager, its agents and vehicles used to provide the services required under this Agreement. Such coverage shall be in a minimum amount of \$1,000,000 combined single limit for the period of time covered by this Agreement. The Construction Manager's general liability insurance policies shall be endorsed to include the Agency as an additional insured

C. **Professional Liability Insurance.** Such insurance shall protect the Construction Manager from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement.

D. **Comprehensive General Liability and Professional Liability Insurance.** The Comprehensive General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Construction Manager's contractual liability to the Agency, to waive subrogation against the Agency, its officers, agents, servants and employees and to provide that the Agency will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

E. **Certificates and Endorsements.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$100,000 without the written approval of the Agency.

F. **Period of Coverage** Certificates indicating that such insurance is in effect shall be delivered to the Agency before any services are provided under this Agreement. If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the Construction Manager shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Construction Manager shall provide the Agency annually a Certificate of Insurance as evidence of such insurance.

8.06 Indemnity. Notwithstanding any of the insurance requirements required under Section 8.05, and not in lieu thereof, the Construction Manager shall defend, 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 acts or omissions of the Construction

Manager, its subcontractors, agents or anyone employed by the Construction Manager, its subcontractors or agents, in performing the terms, conditions or covenants of this Agreement.

As part of its obligation hereunder, the Construction Manager shall, at its own expense, defend the Indemnitees, against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of the negligent acts or omissions of the Construction Manager, its subcontractors or agents, for and against which the Construction Manager is obligated to indemnify the Indemnitees unless the Indemnitees, or any of them, elect to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein. If the Construction Manager shall fail to do so, the 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 Construction Manager which is proportionate to the liability of the Construction Manager.

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

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

8.09 Construction Manager Warranties. The Construction Manager hereby represents and warrants.

A. That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement, that it is able to furnish the plant, tools, materials, supplies, equipment and labor, and is experienced in and competent to perform the services contemplated by this Agreement, and that it is qualified to provide such services and is authorized and licensed to do business in the City of Las Vegas and the State of Nevada.

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

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

8.10 Construction Manager Employees. The Construction Manager shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Construction Manager fails to remove any employee from the work of this Agreement whom the Agency deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the Agency to be contrary to the public interest, the Agency reserves the right to require such removal as a condition for the continuation of this Agreement.

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

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

8.13 Compliance with Laws. The Construction Manager shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without

limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

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

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

8.16 Site Inspection. The Construction Manager represents that it has visited the location of the Project identified in the Scope of Services and has satisfied itself as to the general condition thereof and that the Construction Manager's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

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

8.18 Notice. Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, or deposited with the United States Postal Service addressed as follows.

AGENCY:

Frank Trupiano
Office of Architectural Services
Department of Public Works
CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, NV 89101

Phone. (702) 229-6535 Fax. (702) 382-3232

CONSTRUCTION MANAGER

James D. Morris
HARRIS & ASSOCIATES
2310 Paseo Del Prado, Suite A104
Las Vegas, NV 89102

Phone. (702) 597-9410 Fax. (702) 597-9470

8.19 Prohibition Against Contingent Fees. The Construction Manager warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the 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 Construction Manager, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8.20 Dispute Resolution

A Any Fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the Agency's Executive Director, whose decision shall be reduced to writing and mailed or otherwise furnished to the Construction Manager. The decision of the Agency's Executive Director shall be final and conclusive unless, within thirty (30) days after the date on which the Construction Manager receives its copy of such decision, the Construction Manager mails or otherwise furnishes the Agency's Executive Director a written request to appeal the decision. Upon receipt of such request, the Agency and the Construction Manager shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach such an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the 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 Construction Manager shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute hereunder, the Construction Manager shall proceed diligently with the performance of the work to be performed under this Agreement and in accordance with the Agency's Executive Director's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Construction Manager are services entitled to additional compensation, the Construction Manager agrees to notify the Agency prior to providing such services of the Construction Manager's intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording the 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

B. All non-Fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the Nevada Arbitration Association or the American Arbitration Association then existing unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent which contains a specific reference to this Agreement and which is signed by the Agency and the Construction Manager. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the Agency and the Construction Manager shall be specifically enforceable under the prevailing arbitration law.

C. 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 Construction Manager, which arises out of, from, or is connected with the construction of the Project, or the performance of the Construction Manager under this Agreement, the Construction Manager agrees and irrevocably consents, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Construction Manager is conditioned upon the handling of such arbitration in accordance with arbitration rules of the Nevada Arbitration Association or the American Arbitration Association. None of the time provisions imposed under subsections D and E apply to the joinder rights provided herein in such a way as to preclude the Agency from joining the Construction Manager as a party to any arbitration proceeding 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 Construction Manager is named as an additional party by the Agency, the Construction Manager shall not be entitled to any additional compensation from the Agency as a result of preparing for, or participating in, the arbitration.

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

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

F. In the event of arbitration, it is agreed by the parties hereto that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Procedure.

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

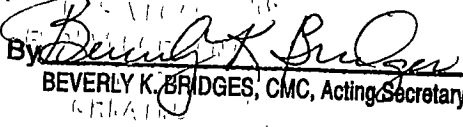
H. By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the Mediation Rules of the Nevada Arbitration Association or the American Arbitration Association then existing. The sixty (60) day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto, and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

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

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

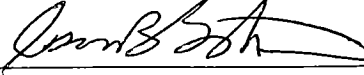
8.23 **Exhibits.** All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

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

Attest: By 

BEVERLY K. BRIDGES, CMC, Acting Secretary

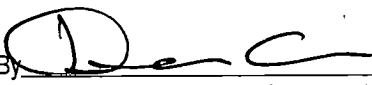
CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By 

Oscar Goodman, Chairman

ATTEST

CONSTRUCTION MANAGER

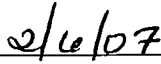
By  

James D. Morris, Harris & Associates

~~Barbara Jo Renemus, Secretary~~

PROVED 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 PURPOSE

1.1.1 The services covered by this agreement are for the purpose of administering the Construction Contract for the Project per Section 01 30 00 of the Construction Contract Project Manual, throughout the construction of the Project

1.1.2 The Scope of Service set forth in this Exhibit and the compensation to the Construction Manager for said Scope of Services is based upon the Construction Manager and the Agency each performing its responsibilities in a timely manner

1.2 SCOPE OF SERVICES

1.2.1 This scope is to be considered preliminary and may be altered as this Project develops. Alterations of scope will not impact Fee amounts unless increased scope or workload is encountered by the Construction Manager. If increased scope or workload is encountered, the Construction Manager shall notify the Agency in writing, and an adjusted fee will be negotiated prior to any work.

1.3 GENERAL REQUIREMENTS

1.3.1 The Construction Manager's work shall, to the extent possible, be prepared using Expedition software by Primavera, same version as the Agency is currently using. Where Expedition capabilities are limited, provide documents in the following software formats: AutoCAD 2000, Microsoft Office 2000 and Microsoft Project 2000, or more recent versions.

1.3.2 Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. The 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 sender. The Construction Manager shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Construction Manager shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements per the agreement.

1.3.3 All work shall be in full compliance with applicable codes, ordinances and other regulatory conditions.

1.3.4 No disclaimers are allowed on any document submittals.

ARTICLE 2: THE AGENCY'S RESPONSIBILITIES

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

2.2 The Agency shall provide the Construction Manager with

2.2.1 Any other information required to complete the work, as available, which is not in the Construction Manager's Scope of Services.

2.2.2 The full use of any on-site facilities that the Contractor is obligated to provide for the Agency's use, including a conditioned and furnished field office with phone, fax, desk, table, storage cabinet, plan rack, filing cabinet, bookshelves, chairs, tackboard, wastebasket, parking space(s), access to sanitary facilities and drinking fountain, if so indicated in the Contract Documents for the Project. It is the Construction Manager's duty to review the documents for such information and to determine and include in the total Fee, any field office requirements that the Contractor is not providing.

2.2.3 Access arrangements for the Construction Manager to enter upon public and private property as required to perform their services.

2.2.4 A management team to review submittals, and to work with the Construction Manager to achieve an acceptable, cost-effective Project.

ARTICLE 3: THE CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

3.1.1 Pre-Construction Services

3.1.2 Construction Management and Contract Administration

3.1.3 Project Close-Out

3.1.4 Table of Responsibilities

3.2 PRE-CONSTRUCTION SERVICES

3.2.1 Plan and Specification Review. The Construction Manager shall.

3.2.1.1 Perform a review of the Plans and Specifications

3.2.1.2 Perform a follow-up review of the geotechnical report

3.2.1.3 Review the Contractor's Dust Permit for Construction Contract compliance

3.2.1.4 Review the Contractor's Dust Mitigation Plan for Construction Contract compliance

3.2.1.5 Review the Contractor's Storm Water Permit for Construction Contract compliance

3.2.1.6 Forward any comments to the Agency Project Manager.

3.2.2 Pre-Construction Meetings. The Construction Manager's team shall.

3.2.2.1 Participate in periodic "Partnering Meetings" with the Agency and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Meeting dates, times, and place will be determined by the Agency.

3.2.2.2 Organize and hold the pre-construction conference in accordance with Section 01 30 00 of the Construction Contract Project Manual.

3.2.2.3 Be responsible for taking and issuing the Pre-Construction Meeting Minutes to the Agency Project Manager and Contractor.

3.2.2.4 Be responsible for making any adjustments to the Meeting Minutes as may be deemed reasonable.

3.2.2.5 Organize and hold a Site Mobilization Meeting in accordance with Section 01 30 00 of the Construction Contract Project Manual.

3.2.2.6 Be responsible for the taking of and issuance of any Site Mobilization Meeting Minutes, if necessary.

3.2.2.7 Generate all Meeting Minutes in Expedition and forward to the Contractor, Agency Project Manager and Architect for review and record.

3.2.3 Pre-Construction Schedules. The Construction Manager shall.

3.2.3.1 Receive from the Contractor, all Schedules including Schedule of Values.

3.2.3.2 Review and provide to the Agency Project Manager and the Architect comments and recommendations on the Contractor's Preliminary Guaranteed Progress Schedule in accordance with Section 01330 of the Construction Contract Project Manual.

3.2.3.3 Review any revision to the Preliminary Progress Schedule in accordance with Section 01330 of the Construction Contract Project Manual and forward all comments and recommendations to the Agency Project Manager and the Architect for review.

3.2.3.4 Review and comment on the Contractor's Post Construction Contract Award Schedule of Values in accordance with Section 01 29 00 of the Construction Contract Project Manual. The Construction Manager will forward all comments and recommendations to the Agency Project Manager and the Architect for review.

3.2.4 Pre-Construction Condition Photos. The Construction Manager shall.

3.2.4.1 Coordinate and execute the photographing of the existing Project conditions prior to the commencement of construction.

3.2.4.2 Develop a pre-construction photo log with related comments and shall provide a copy to the Agency Project Manager.

3.2.4.3 Along with the "Existing Condition" Photo Log, the Construction Manager shall provide a detailed condition summary for review by the Agency Project Manager and the Architect.

3.3 CONSTRUCTION MANAGEMENT AND CONTRACT ADMINISTRATION

3.3.1 General. Provide full service Construction Contract Administration during the construction phase of the Project. The Construction Manager shall provide staff and documentation to ensure compliance with the Contract Documents.

3.3.2 Project Field Office. The Construction Manager shall:

3.3.1.2 Develop and issue a list of telephone numbers, including emergency numbers for use by the Agency Project Manager, Construction Manager and Contractor personnel.

3.3.1.3 Ensure public information is provided in the field office as required by law and the Agency.

3.3.1.4 Except as specifically provided by the Agency or Contractor (reference **Agency's Responsibilities** in **Exhibit "A"**), provide a complete and ready to use conditioned and furnished field office including:

3.3.1.4.1 An on site computer system and printer to manage the Project, which may be of a portable design and removed when the Construction Manager is not on site

3.3.1.4.2 A suitable copy machine and fax machine with dedicated phone line

3.3.1.4.3 A field office phone and cell phone

3.3.1.4.4 Furniture including a plan table and file cabinet.

3.3.1.5 Make the Construction Manager's field office available for use by the Agency's personnel, special inspectors, testing consultants, and other consultants when they are providing services on site. Provide a chair and writing surface for such use by others when needed, which may be the Construction Manager's desk or table. A separate dedicated desk or work area is not required.

3.3.2 Photographs. The Construction Manager shall

3.3.2.1 Be responsible for thoroughly photographing the progress of construction throughout the duration of the Project. Photos will be taken daily, each business day, to show both activity and the lack of activity. This includes but is not limited to providing the Agency a monthly progress summary showing a pictorial representation of work completed during each month. All photos will be taken with either a 35 mm camera or a digital camera (not a mixture of both formats) showing the picture's date imprinted on the face of each photo and a written description of location taken, work shown or lack of work shown, problem or defect demonstrated, or other purpose of the photo

3.3.3 Daily Reports (Contractor & Construction Manager). The Construction Manager shall:

3.3.3.1 Be responsible for producing, in Expedition and separate from the Contractor, a report for each day describing the events which took place, including any relevant conversations, construction conflicts and site meetings

3.3.3.2 Ensure that the Contractor develops its own daily report and will obtain such reports for the Construction Manager field office and Agency record daily.

3.3.3.3 Ensure that the Construction Manager's and Contractor's daily reports include all of the items required in the Contract Documents, including the weather conditions, name of contractors on site and number of workers for each, deliveries, equipment, accidents and safety issues, inspections and tests conducted, construction activities, and work completed. The Construction Manager shall immediately notify the Agency of any safety concerns

3.3.3.4 When Construction Manager determines that any of the Contractor's daily reports are inaccurate, incomplete or contain potential claim information, the Construction Manager will generate a response, in Expedition, detailing any concerns and requested changes and will forward these documents to the Agency Project Manager for review and approval

3.3.4 Payment Application (Review & Approval). The Construction Manager shall

3.3.4.1 Review all applications for payment to ensure that all invoices reflect actual work completed in accordance with the Contract Documents.

3.3.4.2 Verify that all submittals required from the Contractor with each Application for Payment are attached. Request any items from the Contractor that are required but have not been provided and hold application until all required items are provided

3.3.4.3 In regard to each payment application, issue a recommendation (approval or denial) to the Agency Project Manager providing written response as to why in accordance with the NRS. The Agency Project Manager will then have the responsible charge of either forwarding the application for payment or rejecting it accordingly

3.5 Prevailing Wage Records. The Construction Manager shall:

3.3.5.1 Forward all prevailing wage records to the Agency for review, approval and record. The Construction Manager will maintain an additional file of the Contractor's prevailing wage records for each progress payment application

3.3.5.2 Notify the Agency Project Manager of any reported prevailing wage violations

3.3.6 Project Construction Schedules (Weekly, Monthly & Revisions). The Construction Manager shall

3.3.6.1 In accordance with Section 01330 of the Construction Contract Project Manual, ensure that the Contractor develops and submits schedules for each progress meeting whenever any of the conditions referenced are encountered.

3.3.6.2 Thoroughly review the Contractor's Baseline Schedule to ensure that such schedule complies with the Construction Contract requirements. Furthermore, the Construction Manager shall utilize its Construction and Claims experience to ensure that the Contractor's Baseline Schedule adequately depicts all of the significant work activities with reasonable timelines.

3.3.6.3 Review all monthly progress schedules for Construction Contract compliance. In addition, the Construction Manager will thoroughly review each progress schedule to ensure that all changes are represented reasonably

3.3.6.4 Generate a response, which either approves or rejects the Contractor's monthly progress schedules and provide written explanation to the Agency Project Manager for review and approval.

3.3.6.5 Maintain an as-built schedule on site and update it monthly to accurately represent completed work, plus the Contractor's latest schedule for future work. Provide these schedules to the Agency Project Manager each month.

3.3.7 Signatures. Under no circumstances shall the Construction Manager sign or initial any paperwork generated by the Contractor, including verifications of work completed or quantities removed or delivered. All such work verifications and other Contractor paperwork issues shall be noted

in the Construction Manager's Daily Reports. The exception to this policy is the receipt of documents, samples, drawings, and similar items received from the Contractor, which may be signed as received.

3.3.8 Substitutions. The Construction Manager shall.

3.3.8.1 Receive all requests for substitutions from the Contractor and review them for Construction Contract compliance, log them into Expedition, reject or forward them to the Agency Project Manager and Architect for review and approval.

3.3.8.2 In the event Substitution Requests are submitted after the allowable time period, and the Contractor has not provided evidence that the product is no longer available through no fault of the Contractor, the Construction Manager will forward a written notice of rejection to the Agency Project Manager for review and approval

3.3.9 Shop Drawings/Submittals. The Construction Manager shall.

3.3.9.1 Prepare a Master List of all contractually required submittals and forward copies to the field office and Agency Project Manager and the Architect for record.

3.3.9.2 Receive all Submittals from the Contractor and review each for Construction Contract compliance. In the event the submittal is received in a manner contrary to the Construction Contract requirements, the Construction Manager will forward a notice of rejection to the Contractor, Architect and the Agency Project Manager for review and record.

3.3.9.3 Develop a Submittal Log in Expedition showing each submittal, the date received, date forwarded to the Architect, number of days with the Architect, date returned, Architect's response, and the date returned to Contractor.

3.3.9.4 All submittals that are received in accordance with the Construction Contract requirements will be logged into Expedition and forwarded to the Architect for review and approval or rejection

3.3.9.5 Re-Submittals will be handled in the same manner as Submittals.

3.3.9.6 Forward all Submittals to the Agency Project Manager.

3.3.10 RFI'S. The Construction Manager shall.

3.3.10.1 Create and maintain in Expedition a Request For Information (RFI) Log

3.3.10.2 Develop an RFI Log in Expedition that shows the date each RFI was received, the content of the RFI, the date forwarded to the Architect and Agency Project Manager, the date returned, the number of days with the Architect, and the response and the date returned to the Contractor.

3.3.10.3 Receive all RFIs from the Contractor and log them into Expedition and coordinate the reply for each.

3.3.10.4 Answer RFIs that can easily be answered without a constructive change to the Construction Contract and forwarded to the Agency Project Manager for review and approval

3.3.10.5 Immediately notify the Agency Project Manager whenever the Construction Manager determines that an RFI is frivolous and unwarranted.

3.3.10.6 Forward all RFIs to the Agency Project Manager for review and response

3.3.10.7 All responses to RFIs will be routed through the Construction Manager who will log them into Expedition.

3.3.11 Change Orders. The Construction Manager shall.

3.3.11.1 Create a Change Order Request (COR) log in Expedition

3.3.11.2 Receive and log all Contractor submitted CORs accordingly.

3.3.11.3 Review all CORs and forward them to the Agency Project Manager and Architect. The Construction Manager will generate a summary of the events/circumstances surrounding the COR that includes the Construction Manager's recommendation regarding each matter

3.3.11.4 Assist in the negotiations of all Change Order pricing.

3.3.11.5 Draft rejections of CORs as deemed appropriate and forward them to the Agency Project Manager for review and approval.

3.3.11.6 In the event a change is required but pricing is unable to be mutually agreed upon, the Construction Manager will draft a Construction Contract Change Directive to the Contractor and will forward copies to the Agency Project Manager and Architect for review and approval

3.3.11.7 Coordinate and seek the signatures for approval from the Agency Project Manager, Architect and Contractor for all change orders that have obtained a mutually agreed upon price.

3.3.12 Field Directives. The Construction Manager shall.

3.3.12.1 Issue Field Directives for emergencies and items that require immediate response

3.3.13 Coordinate Project Progress Meetings/Participate in Partnering Meetings. The Construction Manager shall.

3.3.13.1 Coordinate and execute all progress meetings in accordance with Section 01 30 00.

3.3.13.2 Take and draft all Progress Meeting Minutes and distribute copies to the Agency Project Manager, Architect and Contractor for review and approval

3.3.13.3 Make any reasonable and mented adjustments to the meeting minutes when requested by the Contractor and Architect within the time specified.

3.3.13.4 Participate in any partnering meetings and draft minutes from such with copies forwarded to the Agency Project Manager for review and approval.

3.3.14 Notices of Non Compliance. The Construction Manager shall

3.3.14.1 Issue Notices of Non-Compliance for any work activity that is not in compliance with the Contract Documents and forward copies to the Agency Project Manager and Architect

3.3.15 Notices of Potential Claim The Construction Manager shall

3.3.15.1 Forward any and all Notices of Potential Claim to the Agency Project Manager and Architect for review and record

3.3.15.2 Develop a summary of events and submit it with the Notices of Potential Claim

3.3.15.3 Draft a response to any Notices of Potential Claim and forward to the Agency Project Manager for review and approval.

3.3.16 Quality Control – (Inspections & Material Testing contracted and paid by the Agency). The Construction Manager shall

3.3.16.1 Assist in, be aware of the Contractor's schedule of, and note in the daily report on the Contractor's coordination with the on site quality inspections, special inspections, and material testing services provided by the Agency's consultants

3.3.16.2 Review and respond to all inspections and test results with the Contractor and forward copies of each to the Agency Project Manager and Architect for review and approval.

3.3.16.3 Have a representative on-site at all times during construction to ensure that all construction activities are performed in accordance with the Contract Documents.

3.3.17 Public Information. The Construction Manager shall

3.3.17.1 Refer all public inquiries to the Agency Project Manager

3.3.18 Project Documentation Control The Construction Manager shall

3.3.18.1 Develop a system in Expedition for logging all correspondence received and generated.

3.3.18.2 Maintain a complete set of as-built drawings for the Project, independent of the Contractor's as-built drawing set

3.3.19 Reporting. The Construction Manager shall.

3.3.19.1 Prepare a monthly progress and summary report and submit it to the Agency with the monthly payment request Reference **Exhibit "B"**

3.3.19.2 Phone the Agency Project Manager each day activity is occurring on site or outstanding issues remain unresolved, to update the Agency on the Project status

3.3.20 Traffic Control. The Construction Manager shall.

3.3.20.1 Monitor and respond to all traffic control issues.

3.3.20.2 Review any traffic control plans submitted by the Contractor and forward them to the Agency with recommendations.

3.3.21 Punchlists and Substantial Completion. The Construction Manager shall

3.3.21.1 Upon receiving a Notice of Substantial Completion request from the Contractor, the Construction Manager will coordinate and participate in the walk through with the Agency Project Manager, Architect and Contractor

3.3.21.2 Collect from the Contractor and forward the Certificate of Occupancy to the Agency Project Manager and file a copy in the Project records. The Certificate of Occupancy is a minimum prerequisite to requesting the Substantial Completion walk through

3.3.21.3 Develop in Expedition a punchlist generated from the walk through and forward it to the Agency Project Manager and Architect for review and approval prior to forwarding to the Contractor.

3.3.21.4 Upon a finding by the Agency Project Manager that the Project is Substantially Complete, the Construction Manager will prepare in Expedition and issue a Certificate of Substantial Completion for signature by the Agency Project Manager and Architect. Copies will be forwarded to the Agency Project Manager and Architect for record

3.3.21.5 Observe and verify that all punchlist items are completed in accordance with the Construction Contract requirements.

3.3.21.6 Upon proper completion of the punchlist items, the Construction Manager will assist in ensuring that the Agency Project Manager is properly and promptly notified to allow for Contractor payment

3.3.21.7 If requested by the Agency Project Manager, assist the building occupants in coordinating their move in, Project re-keying, utility services and building system maintenance contracts

3.4 PROJECT CLOSEOUT

3.4.1 General. Provide a complete record of Project documentation to the Agency Project Manager for Project closeout.

3.4.1 Final Quantities and Payment. The Construction Manager shall

3.4.1.1 Determine the final quantities for unit price items and forward a summary to the Agency Project Manager and Architect for review and record

3.4.1.2 To facilitate Final Payment to the Contractor, the Construction Manager will collect the required affidavits and related documents and will issue them to the Agency Project Manager.

3.4.1.3 Obtain the Final Payment approval from the Agency Project Manager.

3.4.2 Equipment Verification. The Construction Manager shall

3.4.2.1 Upon completion of the Project, the Construction Manager will ensure that all equipment is demonstrated by the Contractor (to the Agency) to be operational in accordance with the Construction Contract requirements.

3.4.2.2 Ensure that all related equipment manuals are accounted for and delivered to the Agency Project Manager.

3.4.2.3 Verify that all spare parts and materials are provided and/or accounted for in accordance with the Construction Contract requirements.

3.4.3 Final Report and Delivery of Project Documentation. The Construction Manager shall:

3.4.1.1 Prepare a final Project report and forward to the Agency Project Manager.

3.4.1.2 Place and label Project files in containers and deliver to the Agency Project Manager.

3.4.1.3 Provide the Agency Project Manager with a complete and final as-built set of drawings.

3.5 TABLE OF RESPONSIBILITIES

3.5.1 The following Table of Responsibilities further describes the Construction Manager's responsibilities, duties, and services as well as the general process in regard to his relationship to the Agency and other third parties working on the Project, and is hereby made a part of this Exhibit.

3.5.2 The Table is subject to change at the Agency's discretion. If such change is merely an increase or decrease in the level of responsibility of the listed tasks, the total Fee shall not be adjusted for such change.

END OF EXHIBIT "A", TABLE OF RESPONSIBILITIES FOLLOWS

Table of Responsibilities (WITH an outside Construction Manager & Commissioning) 11/09/06 1 = Principal Responsibility [(1) desired but not essential] 2 = Participatory Responsibility 3 = Observation - = No Participation <i>This is not a complete list of responsibilities</i>		OAS Project Manager	OAS Designer	CS Construction Project Rep	Prime Consultant	General Contractor	Construction Manager Administrator	Commissioning Project Rep
PRE-DESIGN PHASE								
Pre-Design Phase QA Checklist		1	2	-	-	-	-	-
DESIGN PHASE								
Design Phase QA Checklist		1	2	-	-	-	-	-
Conduct Kick-off and periodic design meetings		1	2	-	2	-	-	2
Provide meeting minutes (PM's choice)		1	1	-	1	-	-	-
Photos of the Site/Existing Facilities/Off-sites as needed for design		1	2	-	2	-	-	-
Code Compliance		2	2	-	1	-	-	2
Drawing Review Sets , conduct client & city staff review meetings		1	2	2	2	-	2	2
Drawings & Spec, provide latest Design & Bid set on the Office Plan Rack		2		-	-	-	-	-
Drawings & Spec, provide photocopy of Permit set for the Office Plan Rack & Contractor for As-Built		-	-	1	-	-	2	-
PERMITTING PHASE								
Permitting Phase QA Checklist		1	2	-	-	-	-	-
BIDDING PHASE								
Bidding Phase QA Checklist		1	2	-	-	-	-	-
CONSTRUCTION PHASE								
Construction Phase QA Checklist		-	-	1	-	-	-	-
Pre-Construction and Daily Photos		-	-	2	-	1	1	2
Ceremonial Events, Photos & Attendance		1	2	2	3	2	2	-
Schedules , review and comment on initial guaranteed, monthly progress, & corrective submittals		-	-	1	-	-	2	-

Schedule of Values , review initial submittal	-	-	1	3	2	2	-
Daily Reports , fill out OAS daily in Expedition, collect and review contractor's daily reports	-	-	2	-	-	1	1
Payment Applications , for Construction, Construction Mgmt, Special Inspection & Testing, Facilitators, Commissioning , review, approve, write withholding notification letters	-	-	1	-	-	2	-
Payment Applications, Architect/Prime Consultant Contract, review, approve	1	-	-	-	-	-	-
Prevailing Wage Records, collect, maintain and make available	-	-	1	-	2	2	-
Substitution Requests, log in Expedition, reply with "too-late" rejection notices	-	-	2	-	-	1	-
Substitution Requests, review & approve	1	-	2	-	-	2	2
Shop Drawings & Submittals , prepare master list for project in Expedition, contractor contact	-	-	2	-	1	1	-
Shop Drawings & Submittals, log in Expedition, verify with specs	-	-	-	-	-	1	-
Shop Drawings & Submittals, review & stamp	-	-	3	-	-	3	2
RFI , log in Expedition, contractor contact	-	-	2	-	-	1	-
RFI, Interpret Drawings & Specs, issue Notice of Clarification	-	-	2	-	-	2	2
Change Order Requests, log in Expedition, review, negotiate, prepare, issue	-	-	1	2	2	1	2
Change Orders, required signatures	-	-	1	1	1	-	-
Construction Change Directive , prepare and issue in Expedition, follow up as Change Order or close	-	-	1	2	-	1	2
Construction Change Directive, required signatures	-	-	1	-	(1)	-	-
Claim , log Notice of Claim in Expedition, track, investigate, decide validity, answer with Claim Action	-	-	1	2	-	1	-
Meetings , Pre-Con, Progress, type & distribute Meeting Minutes	-	-	1	2	2	1	2
Notice of Non-compliance , issue	-	-	2	2	-	1	2
Inspect for Code Compliance (Bldg Dept has prime responsibility)	-	-	3	2	2	3	2
Review Construction for compliance to Drawings & Specs	-	-	1	-	1	1	1
As-Built Drawing Set , review and verify that contractor is maintaining	-	-	3	3	-	1	3
Special Inspections & Material Testing , Coordinate and call for	-	-	2	-	1	2	1
Review and comment on testing reports	-	-	1	-	-	1	1
Demonstrate Equipment Operation	-	-	1	(1)	1	1	1
Notify & Support Owner Move-in	1	-	2	-	2	2	-
CLOSE-OUT PHASE							
Close-Out Phase QA Checklist , responsible for overall completion	2	1	2	-	-	-	-
1-2 Certificate of Occupancy, Punch List	-	3	1	-	1	1	2
3 Certificate of Substantial Completion, Turnover Memo, Re-keying	-	3	1	2	2	2	-
Certificate of Substantial Completion, required signatures	-	-	1	-	(1)	-	-
4 Utilities (accounts, NPC easement, water "Turn On" & "Bill of Sale")	3	3	1	-	-	2	-
5 Opening Event & Signage	1	2	2	3	3	2	-
6 Final Construction Payment (O&M manuals, spare parts, as-builts), approve	-	-	1	-	2	2	2
7-9 Other Construction Contracts and Misc Costs, Final Consultant Payments, Records	1	2	2	-	-	2	-
Warranty Follow-up, send out Project Warranty Review and Evaluation Questionnaire letter	3	1	-	-	-	-	-
Warranty Follow-up, conduct 10 month review on-site, handle trouble calls	-	-	1	-	2	-	-

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 1: GENERAL

1.1 The Construction Manager shall provide the following submittals, delivered to the Agency unless noted otherwise. Reference the entire Agreement and other Exhibits for additional Construction Manager submittals and requirements, and documents to be forwarded from the Contractor.

ARTICLE 2: CONSTRUCTION PHASE – MONTHLY INVOICES

2.1 Together with the Construction Manager's monthly invoice for services, provide copies of the following documents for the period covered by the invoice.

2.1.1 A monthly progress and summary report.

2.1.2 The Construction Manager's Daily Reports, with original signature of the Construction Manager.

2.1.3 The Construction Manager's daily photographs, labeled and dated.

2.1.4 Current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project electronic file format.

2.1.5 Electronic copy of the Expedition database containing all Project documents generated to date.

ARTICLE 3: CLOSE-OUT PHASE – FINAL PAYMENT

3.1 Together with the Construction Manager's invoice for final payment, or upon termination of this Agreement for any reason, provide:

3.1.1 A final Project summary report

3.1.2 All original documents including photographs and negatives, or printed copies and electronic files if digital, relating to the Project produced during the term of this Agreement. Provide electronic files of all documents that are electronically produced or stored. Organize and label all documents in containers.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: GENERAL

- 1.1 The time schedule for performance of the Construction Manager's work begins with the date of this Agreement and runs the length of time that the Contractor has by Construction Contract to reach Substantial Completion plus a reasonable time after that for punch list and document close-out of the Project
- 1.2 The current estimated construction cost of this Project is \$8,200,000 00

ARTICLE 2: LATE COMPLETION

- 2.1 The Construction Manager's total Fee for the Scope of Services is based on actual man hours to complete the scope of services.
- 2.2 An anticipated date of 270 calendar days for the Contractor to achieve Substantial Completion of the Project
- 2.3 If any of the proceeding completion schedules are exceeded, the Construction Manager shall be compensated for any additional costs required due to the delay as an Additional Service, which shall be agreed to in writing prior to rendering the Additional Services.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

MONTH	FEE
January	
February	
March	\$14,880.00
April	\$31,992.00
May	\$31,000.00
June	\$42,705.60
July	\$43,697.60
August	\$42,705.60
September	\$45,136.00
October	\$32,984.00
November	\$28,024.00
December	\$31,992.00
Close-Out	\$19,840.00
TOTAL	\$364,956.80

ARTICLE 1: INVOICING

- 1.1 Invoices shall be submitted monthly and reflect the monthly rates shown above
- 1.2 None of these monthly invoices shall affect the prompt payment for authorized Additional Services and Reimbursable Expenses as completed

ARTICLE 2: ON-SITE HOURS

2.1 Construction through Substantial Completion Phase

2.1.1 The Construction Manager on-site hours shall average forty (40) hours per week and the Administrative Assistant hours shall average twenty (20) hours per week over the construction term, from Contractor's initial on-site staging through Substantial Completion. The Construction Manager shall determine how and when to expend the combined average sixty (60) hours per week over the construction term.

2.1.2 The Construction Manager shall utilize all reasonable means in timely completing the required Scope of Services (**Exhibit "A"**). The parties to this Agreement understand that there may be periods during the term of this Agreement when the workload can not be reasonably or properly handled by the Construction Manager within the hours and personnel shown herein. If this should occur, the Construction Manager shall immediately notify the Agency Project Manager of the situation.

2.2 Project Close-Out Phase

2.2.1 The Project Close Out Fee shown above is based on 30 days at three quarter-time staffing for the Construction Manager and half-time staffing for the Administrative Assistant, to be billed on actual hours incurred over the closeout period. This Fee is a Not To Exceed amount. In the event the Close Out hours required justifiably exceeds the Not To Exceed Fee, after written approval from the Agency, the Fee may be adjusted based on Additional Services as set forth in **Exhibit "E"**.

2.2.2 After Substantial Completion, the Construction Manager shall expend sufficient on-site hours to fulfill the obligations of the Agreement subject to the limitations in hours and the Not to Exceed Close Out Fee shown above.

END OF EXHIBIT "D"

EXHIBIT "E"

HOURLY RATE SCHEDULE

ARTICLE 1: CONSTRUCTION MANAGER'S HOURLY RATES

- 1.1 The following hourly rates are to be used as the basis for negotiation of Additional Services as required, except that if the Additional Services are due to an extension of the construction schedule, the monthly rates shown on **Exhibit "D"** shall be the rate basis rather than the hourly rates shown here. Rates are valid for the duration of the Project and include salary costs, overhead, administration and profit.

CLASSIFICATION	HOURLY RATE
Project Director	\$186 00
Project Manager	\$173 60
Construction Manager	\$124 00
Historical Architect	\$151 90
Senior Inspector	\$117 80
Inspector	\$87 64
Administrative	\$62 00

ARTICLE 2: ADDITIONAL SERVICES

- 2.1 No Additional Services are authorized as of the date of this Agreement. For Additional Services of sub-consultants, the Agency shall compensate the Consultant a multiple of **one and one tenth** (1 10) times the amounts billed to the Consultant for such services. Future written Additional Service Authorizations may be issued by the Agency.
- 2.1.1 Extension of time to the Construction Contract beyond that indicated in **Exhibit "C"** (Performance Schedule), shall be based on the weekly rate.
- 2.1.2 Additional Services not related to an extension of time but rather to a change in scope of services shall be based on hourly rates of the individuals.

ARTICLE 3: REIMBURSABLE EXPENSES

- 1 None authorized or anticipated as of the date of this Agreement. Should any Reimbursable Expenses be authorized, they shall be billed at actual cost without overhead multiplier. Should the following expenses be authorized in writing, they will be considered a Reimbursable Expense.
- 3.1.1 Except as otherwise provided for in this Agreement, reproduction costs beyond normal office paperwork and submittals required in **Exhibit "B"**, travel costs outside the greater Las Vegas Area, and additional insurance premiums.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

AGENCY PERSONNEL

PROJECT MANAGER Frank Trupiano

PROJECT REPRESENTATIVE Carson West

CONSTRUCTION MANAGER'S PROJECT STAFF

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

ON-SITE PROJECT REPRESENTATIVE Pat Skrabanek

CONSTRUCTION MANAGER

CONSTRUCTION MANAGER'S SUBCONSULTANTS

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

CIVIL ENGINEER

STRUCTURAL ENGINEER

MECHANICAL ENGINEER

ELECTRICAL ENGINEER

LANDSCAPE DESIGN

COST ESTIMATOR

GEOTECHNICAL ENGINEER

LAND SURVEYOR

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

RA 4-99

In accordance with Resolution ~~70-99 and 105-99~~ adopted by the Redevelopment Agency Board, 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 notated.

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	Contracting Entity
	Harris & Associates
Name	
Address	2310 Paseo Del Prado, Suite A104
	Las Vegas, NV 89102
Telephone	702-597-9410
EIN or DUNS	94-2385238

Block 2	Description
	Subject Matter of Contract/Agreement: Fifth Street School Rehabilitation Phase III Construction Management Services
	RFP #:

Block 3	Type of Business
☒	Individual
☐	Partnership
☐	Limited Liability Company
☒	Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	L. Carl Harris	120 Mason Circle – Concord, CA 94520	1-925-827-4900
2	Guy A. Enckson	120 Mason Circle – Concord, CA 94520	1-925-827-4900
3	Jeffrey M Cooper	120 Mason Circle – Concord, CA 94520	1-925-827-4900
4	Neil M. McCosker	120 Mason Circle – Concord, CA 94520	1-925-827-4900
5	James L. Parmley	120 Mason Circle – Concord, CA 94520	1-925-827-4900
6	Vernon A. Phillips	120 Mason Circle – Concord, CA 94520	1-925-827-4900
7	Manan Ross	120 Mason Circle – Concord, CA 94520	1-925-827-4900
8	Robert Guletz	120 Mason Circle – Concord, CA 94520	1-925-827-4900
9	Gregory G. Ow	120 Mason Circle – Concord, CA 94520	1-925-827-4900
10	Brian A. Danley	120 Mason Circle – Concord, CA 94520	1-925-827-4900
	James D. Morris	120 Mason Circle – Concord, CA 94520	1-925-827-4900
	Byron G. Tobey	120 Mason Circle – Concord, CA 94520	1-925-827-4900
	Larry G. Timmer	120 Mason Circle – Concord, CA 94520	1-925-827-4900
14	Steven E. Roberts	120 Mason Circle – Concord, CA 94520	1-925-827-4900
15	Russell A. Moore	120 Mason Circle – Concord, CA 94520	1-925-827-4900
16	David T. Seevers	120 Mason Circle – Concord, CA 94520	1-925-827-4900
17	Edward A. Kozlowski	120 Mason Circle – Concord, CA 94520	1-925-827-4900
18	James R. Guerrero	120 Mason Circle – Concord, CA 94520	1-925-827-4900
19	Isaac C. Dee	120 Mason Circle – Concord, CA 94520	1-925-827-4900
20	Jules P. Feher	120 Mason Circle – Concord, CA 94520	1-925-827-4900

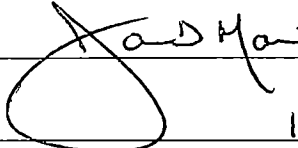
The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets _____.

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. Description of such disclosure documents must be included below.

Name of Attached Document: _____
Date of Attached Document: _____ Number of Pages: _____

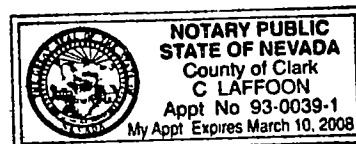
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

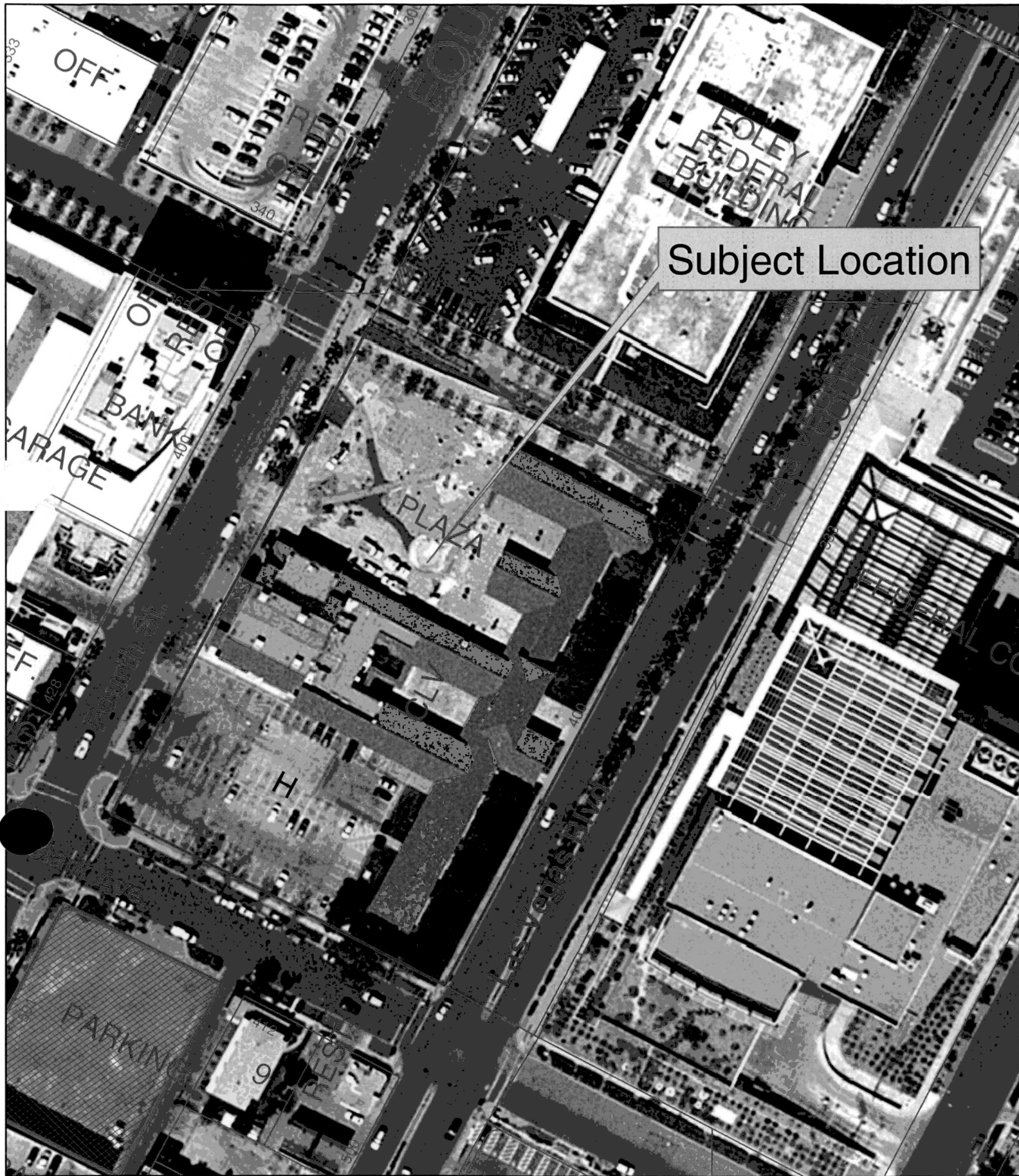

 Name _____
 Date 1-24-07

Subscribed and sworn to before me this 24th day of

January, 2007.

C. Laffoon
Notary Public





Site Map

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

SUBJECT:

Discussion and possible action regarding a Designated Services Agreement in the amount of \$64,215 (Redevelopment Agency Special Revenue Fund) and the related contingency amount with Harris & Associates for material testing, special inspections and abatement monitoring during the rehabilitation of the Historic Fifth Street School located at 400 Las Vegas Boulevard South - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$64,215

Funding Source: Redevelopment Agency Special Revenue Fund

Dept./Division: Redevelopment Agency

PURPOSE/BACKGROUND:

The Historic Fifth Street School is to undergo rehabilitation. Harris & Associates is to provide material testing, special inspection and abatement monitoring services during the construction phase of the project.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

1. Designated Services Agreement
2. Site Map

Motion made by LARRY BROWN to Approve Items 4-8

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-GARY REESE)

Minutes:

See Item 4 for related discussion.

**DESIGNATED SERVICES AGREEMENT
FOR
MATERIAL TESTING, SPECIAL INSPECTION, ABATEMENT MONITORING**

THIS AGREEMENT is made and entered into this 27th day of February, 2007, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body within the State of Nevada (herein the "Agency") and **HARRIS & ASSOCIATES**, (herein the "Consultant").

WITNESSETH:

WHEREAS, the Agency intends to construct the **FIFTH STREET SCHOOL REHABILITATION - PHASE III** (herein the "Project"); and

WHEREAS, the Agency desires to retain the Consultant who will be responsible for providing **MATERIAL TESTING, SPECIAL INSPECTION, ABATEMENT MONITORING** hereinafter set forth below; and

WHEREAS, the Consultant is properly licensed pursuant to Chapter 623, 623A, or 625 as required for the services to be provided, of the Nevada Revised Statutes within the State of Nevada, and posses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement.

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

**SECTION ONE
CONSULTANT RESPONSIBILITIES**

1.01 Description of Consultant's Services. The Consultant hereby agrees to provide **MATERIAL TESTING, SPECIAL INSPECTION, ABATEMENT MONITORING** set forth in **Exhibit "A"** (Scope of Services) and **Exhibit "B"** (Required Submittals) attached hereto.

1.02 Performance Standards. In performing the services set forth in this Agreement, the Consultant shall follow practices consistent with generally accepted standards in the profession for **MATERIAL TESTING, SPECIAL INSPECTION, ABATEMENT MONITORING**

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

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

1.05 Designation of Consultant's Representative. The Consultant's Representative is hereby designated as **PAT SKRABANEK**, who shall be responsible for the services required under this Agreement. The services specified by this Agreement shall be performed by the personnel identified in **Exhibit "F"** (Key Personnel List) provided that such associates and employees perform under the personal supervision of the Consultant's Representative. If the Consultant fails to make a required replacement within thirty (30) days, the Agency may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

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

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

SECTION TWO AGENCY RESPONSIBILITIES

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

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

2.03 **Access to Records.** The Agency shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the Agency has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The Agency shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the Agency determines that such material is necessary for the completion of the services required by this Agreement.

2.04 **Cooperation with Consultant.** The Agency agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The Agency shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

3.01 **Requested Changes.** The Agency may at any time, by written order, make changes in the services to be performed by the Consultant under this Agreement.

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

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE SUBCONSULTANT AGREEMENT

5.01 Subconsultant Provisions. In the event that the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations hereunder, the following provisions shall be included in each subconsultant agreement.

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

(ii). The subconsultant shall have no more rights against the Agency than that of the Consultant.

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

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

SECTION SIX TERM OF AGREEMENT

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

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

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 General. At the time of approval of this Agreement by the Agency, the Agency agrees to set aside sufficient funds to compensate the Consultant for Basic Services.

7.02 Compensation: Basic Services. For the services set forth in **Exhibit "A"**, the Agency shall compensate the Consultant a fixed Fee in the amount as set forth in **Exhibit "D"** (Fee Breakdown), which shall be paid pursuant to monthly invoices.

7.03 Compensation: Additional Services. For any services not set forth in **Exhibit "A"** (Scope of Services), the Agency shall pay to the Consultant a sum based upon either a lump sum, or an hourly fee based upon the hourly fee schedule set forth in **Exhibit "E"** (Hourly Rate Schedule), provided prior approval for such services is given in writing by the Agency's Representative.

7.04 Invoice. The Consultant may invoice for approved and completed work on a monthly basis. The Agency Representative 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 Representative, within the stated period of time, the Consultant shall expect prompt payment of the submitted invoice, within a period of (60) days. If the payment period exceeds sixty, (60) days, the Consultant will contact the Agency Representative 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

7.05 **Right to Off-Set.** The Agency's Representative may subtract or offset from any unpaid invoice from the Consultant any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The Agency's Representative shall provide a written statement to the Consultant of the damages, costs and expenses which have been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by the Agency, the Consultant may file a claim pursuant to Section 10 20 of this Agreement

7.06 **Final Payment.** 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.

SECTION EIGHT PERFORMANCE SCHEDULE

8.01 **Performance Schedule.** The Consultant shall perform and complete the services required hereunder according to the schedule ("Performance Schedule") set forth in **Exhibit "C"** The Consultant shall have in his possession a cellular phone from which he may be contacted or may contact Agency's Representative while onsite. If the performance of services is delayed or submittals are not delivered in the time period as outlined in **Exhibit "C"**, the Consultant shall notify the Agency's Representative in writing of the reasons for the delay.

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 **Records.** The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the Agency. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the Agency, or its designated representative. The Agency, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 **Disclosure.** The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement above provided that the Consultant is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the Consultant.

9.03 **Period of Maintenance.** The books, records and other documents under Sections 9 01 and 9 02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 **Subcontract Provisions.** The Consultant agrees to include Sections 9 01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

SECTION TEN MISCELLANEOUS PROVISIONS

10.01 *Suspension.* The Agency may suspend performance by the Consultant under this Agreement for such period of time as the Agency, in its sole discretion, may prescribe by providing written notice to the Consultant at least three (3) business days prior to the effective date of the suspension. With such suspension, the Agency shall pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned until the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the Agency. In the event the Agency suspends performance by the Consultant for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) days, the Consultant shall be entitled to an equitable adjustment of the compensation payable to the Consultant under this Agreement, including reimbursement to Consultant for additional costs occasioned as a result of such suspension of performance. In no event shall the Agency be liable to the Consultant for more than the percentage completed at the time of suspension.

10.02 *Termination.* The Agency reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant. Notification of the Consultant is deemed to have occurred on the date that the Agency either (i) faxes a copy of the notice to the Consultant to the fax number provided in the Section entitled "Notice" of the Agreement, or (ii) deposits written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section entitled "Notice" of the Agreement. In the event of termination, without cause or default, the Agency agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant.

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

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

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

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

(iv). If the Consultant should in the judgment of the Agency, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, then, if any such Event of Default continues for five (5) days after written notice to the Consultant, the Agency, may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, finish this Agreement by such means as the Agency may see fit, deduct from any balance due the Consultant the reasonable and necessary cost of finishing the work if the Agency cannot complete the performance of this Agreement with the remaining funds originally set aside and budget for this Project and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the balance due the Consultant, such excess shall be paid by the Consultant to the Agency within five (5) days of invoicing by the Agency or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed as of the date of receipt of the notice of termination. The costs and expenses of completing this Agreement of the Consultant shall be computed and audited by the Agency's designated Representative. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay all costs of such audit.

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

10.04 *Ownership of Documents.*

A. The Construction Documents and other documents prepared by the Consultant for this Project are instruments of the Consultant's service for use by the City of Las Vegas Redevelopment 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.

B. The Agency retains contractual rights to all design concepts developed by the Consultant.

C. 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.

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

A. **Workmen's Compensation Insurance.** Such insurance shall protect the Consultant and the Agency from employee claims based on job-related sickness, disease, or accident.

B. **Comprehensive General Liability Insurance.** Such insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the Agency as an additional insured.

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

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

E. **Certificates and Endorsements.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$200,000 without the written approval of the Agency. Certificates indicating that such insurance is in effect shall be delivered to the Agency before any services are provided under this Agreement.

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

10.06 Indemnity. Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the Agency, its officers and employees, harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (collectively herein the "Claims") which the Agency, its officers or employees may suffer as a result of, by reason of, or as a consequence of, the negligent acts or omissions of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Agency, its officers and employees, against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, the negligent act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Agency. If the Consultant shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and charge the direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant which is proportionate to the liability of the Consultant.

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

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

10.09 Consultant Warranties. The Consultant hereby represents and warrants:

(i) That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement, that it is able to furnish the plant, tools, materials, supplies, equipment and labor, and is experienced in and competent to perform the services contemplated by this Agreement, and that it is qualified to provide such services and is authorized to do business in the State of Nevada

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

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

10.10 Consultant's Employees. The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the Agency deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the Agency to be contrary to the public interest, the Agency reserves the right to require such removal as a condition for the continuation of this Agreement

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

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

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

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

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

10.16 Site Inspection. The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations

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

10.18 Notice. Any notice required to be given hereunder shall be deemed to have been given when (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:

TO AGENCY: 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

TO CONSULTANT: Pat Skrabanek
HARRIS & ASSOCIATES
2310 Paseo Del Prado, Suite A104
Las Vegas, NV, 89102

Phone (702) 597-9410 Fax: (702) 597-9470

10.19 Prohibition Against Contingent Fees. The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the 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

10.20 Dispute Resolution.

A. Fee Disputes. Any fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the Agency's Executive Director, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Agency's 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 Agency's 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 Agency's Executive Director's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Consultant are basic services, or services entitled to additional compensation, the Consultant agrees to notify the 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 the additional services and failure to provide the Agency with such notice shall constitute a waiver of such claim.

B. Non-Fee Disputes. All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement or the breach thereof, may, upon the agreement of the parties, 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. Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement if so requested by either party to this Agreement. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This agreement to arbitrate with an additional person or persons, and any decision resulting therefrom, shall be binding and enforceable under the prevailing arbitration laws of the State of Nevada

C. Right of Joinder. In the event the Agency is named as a party to any arbitration action, or commences an arbitration action against a party other than the Consultant, which action arises out of, results from or is connected with the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration action between the Agency and the Contractor awarded the contract to construct the Project), 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 hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association. None of the time provisions imposed under Subsection C and D of this Section 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 which the Agency commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

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

D. Notice of Claim. 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.

E. Arbitration of Claim. The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association or the Nevada Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.

F. Discovery. In the event of arbitration, it is agreed by the parties hereto that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

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

H. Mediation. By mutual written consent, in addition to 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 or as agreed by the parties. 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.

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

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

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

10.24 Agreement Version. This Agreement consists of the Agency's standard provisions updated as of January 12, 2001.

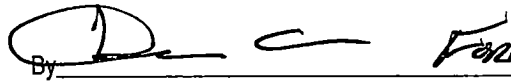
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

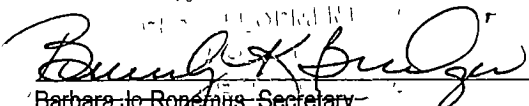
CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By 
Oscar Goodman, Chairman

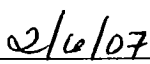
ATTEST

CONSULTANT

By 
James D. Morris, Harris & Associates


Barbara Jo Ronemus, Secretary
BEVERLY R. BRIDGES CMC Acting 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

GENERAL. If any Consultant proposal or other documents prepared by anyone other than the Agency is attached to this Agreement or included by reference herein, the terms of this Agreement shall govern any conflicts between the documents and this Agreement, and any such attachments shall only be utilized to compliment this Agreement in describing the detail of the scope of work described in this Agreement (except that under no circumstances shall the scope shall be limited to less than the requirements of the City of Las Vegas Department of Building and Safety), to avoid re-typing standard schedules of hourly rates for personnel, rates for material tests, and similar standard rate schedules. All other terms, conditions, and uses of any such attachments are to be ignored in connection with this Agreement, even if such attachments are signed by the parties to this Agreement

By signing this Agreement, the Consultant warrants that it is accredited by the International Accreditation Service (IAS) as required by the regulatory authority for the scope of this Agreement. If the Consultant fails to maintain required accreditation during the term of this Agreement, the Consultant shall immediately notify the Owner. Failure to maintain accreditation shall be deemed an event of Default under the provisions of Section 10.03 of the Agreement

Testing and sampling operations shall be in accordance with recommended American Society for Testing Materials (ASTM) Standards and other standard testing methods and procedures, and as necessary to produce the information required for the reports. Report all laboratory determinations

The Consultant, at no additional cost, shall properly retain samples for a period of one year after completion of the Project, and a longer period if so instructed by the Agency in which case reasonable storage charges shall be negotiated prior to the time extension, or the samples delivered to the Agency if charges cannot be negotiated

REGULATORY AUTHORITIES. The Consultant does hereby acknowledge, understand and agree that the Office of Architectural Services, 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 Agency 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.

The Consultant acknowledges that they have thoroughly reviewed the scope of work of this Agreement with the City of Las Vegas Department of Building and Safety and all governmental regulatory authorities, have included all requirements of these authorities in the Fee shown in Exhibit "D", and hereby waives any right to claim additional compensation for any reason caused by these regulatory authorities.

CONTRACTOR. The Consultant does hereby acknowledge, understand and agree that the construction means, methods, and scheduling of the individual trades involved in the Project are under the control of the Contractor and not the Agency, and that the Consultant is required to coordinate with the Contractor in performance of this Agreement regardless of how the Contractor chooses to schedule the work, or what means and methods the Contractor chooses to utilize, and that the Consultant is experienced in the work of this Agreement and the type of construction shown in the Project documents, and that the Consultant has thoroughly reviewed all of the available documents for the Project, visited the site, and will perform the services of this Agreement without an increase in compensation from the Agency for any construction conflicts, problems or delays encountered in regard to the Contractor, subcontractors, workers, construction type, construction schedule, construction means and methods, site parking, site office, site utilities, and all other construction conditions that are under the control of the Contractor.

MEETINGS. The Consultant shall attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's team shall participate in periodic "Partnering Meetings" with the Agency and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Attend and participate in Construction Progress Meetings, weekly or more frequently as requested by the Agency. Meeting dates, times, and place will be determined by the Agency

SPECIAL INSPECTION SCOPE OF WORK. The Consultant shall provide the complete scope of Special Inspection and testing services required by the City of Las Vegas Department of Building and Safety for the Project and any additional special inspection indicated in the Project drawings and specifications. The required scope of work, duties, responsibilities, and reporting submittals are contained in, but not limited to, the City of Las Vegas Department of Building and Safety Special Inspection Guidelines SI-1 form, the Special Inspection Agreement SI-3 form, the Scope of Work SI-6 form, the currently adopted version of the amended International Building Code including Chapter 17, the building permit drawing set for the Project stamped and noted by the Building Department and reserved for the on-site use of the Special Inspector, as well as all qualifying documentation, agreements, and requirements set forth between the City of Las Vegas Department of Building and Safety and the Consultant, the Consultant's subconsultants, and the individual professionals representing the Consultant. The work of the special inspector includes the observation of all testing required by the Building Department for the Project.

The scope of work also includes all necessary work in providing the following reports, as required and acceptable to the appropriate City of Las Vegas regulatory authorities:

- 1 Final Grading Report(s), On and off site
2. Pad Certification Report(s), and Pad Re-certification Report(s) as required
- 3 Select Backfill Letter for on-site trenching backfill material

The Consultant does represent that they are an Approved Special Inspection Agency as qualified by the City of Las Vegas Department of Building and Safety, and that they will remain so during the term of this Agreement. If the Consultant is removed from this qualified list, or otherwise limited in performing their duties and responsibilities under this Agreement, the Consultant does hereby agree to subcontract their responsibilities to a properly qualified consultant at no additional cost to the Agency. The Agency shall have the right to approve any such subconsultant prior to their use.

MATERIAL TESTING SCOPE OF WORK. In addition to the material testing included in the Special Inspection Scope of Work SI-6 form and as otherwise required by the City of Las Vegas Department of Building and Safety, the Consultant shall provide the following material testing for the Project, each of which is more fully described in the Project Documents.

1. Concrete tests including on-site slump, temperature, consistency and cylinder tests
2. Asphaltic Concrete tests including content, gradation and on-site density tests.
- 3 Trench backfill tests
- 4 Subgrade density tests.
- 5 Type II aggregate base tests.
- 6 Structural backfill tests

CONSULTANT REPORTING.

In addition to the reports required by the material testing sections of the Project Documents and the daily, weekly, and final report requirements for Special Inspection requirements by the City of Las Vegas, Department of Building and Safety, the Consultant shall immediately report verbally and in writing to the Agency Representative any:

- 1 Testing or inspection that fails specifications or requirements (non-conforming items)
- 2 Missed testing or inspections, including periodic inspections when continuous was required.
- 3 Testing where there is a reasonable doubt that the future test results may not meet the specifications.
4. Construction that proceeds without the required testing or inspection.
- 5 Construction that proceeds after uncorrected failed test results or doubtful future results
- 6 Construction that is not in compliance with the Project Documents.
- 7 Structural failure or collapse.
8. Disciplinary actions taken by the Building Department against the Consultant or Contractor.
- 9 Daily reports shall note the following minimum information for the Agency's use on each report
 - a Whether inspection was Continuous or Periodic.

- b. Time Beginning Inspection
- c. Time Ending Inspection
- d. Total Hours spent inspecting for the day
- e. List of Non-conforming Items not yet corrected, inspected, and approved at the end of the day

CONSULTANT LIMITATIONS.

The Consultant is NOT authorized to do any of the following:

- 1 To inspect or approve any work for which the building permit has not been issued;
- 2. To inspect or approve or otherwise authorize any work to commence before the Building Department has made the initial inspection;
- 3 To inspect or approve any work other than that for which they are specifically certified,
- 4 To accept alternative materials, structural changes, or revisions to plans without approval by the City and Building Department
- 5 Any act or statement to the Contractor that leads the Contractor to claim a change in price or schedule

RE-INSPECTION and RE-TESTING.

Re-inspection and re-testing services shall be considered Additional Services as provided for in this Agreement. The Additional Services requirement for pre-authorization in writing shall be waived for a re-inspection and re-testing if: 1) the re-inspection and re-testing is required by the Department of Building and Safety, and 2) it is not reasonable to require the pre-authorization without impacting the Project schedule, and 3) the Consultant provides itemized detailed records of the re-inspection and re-testing performed to the Agency and the Contractor within 24 hours of performing each service

The Consultant agrees to cooperate with the Contractor in providing re-testing and re-inspection services as required by regulatory authorities and as requested by the Contractor, and to invoice the Contractor directly for such services no less frequently than monthly and at the same rates and conditions as the terms of this Agreement. Prior to providing each re-inspection and re-testing service, the Contractor shall sign a Consultant prepared notice stating that the re-inspection and re-testing is being performed at the request of the Contractor. If the Contractor refuses to sign any such notice or notes a disagreement on the notice along with the signature, the Consultant shall continue providing services as required by the "Continued Service" provisions of Exhibit "E", and should the disagreement be resolved in accordance with the provisions of this Agreement in favor of the Consultant, the Agency shall make a good faith effort to withhold such compensation from the Contractor and reimburse the Consultant. The Agency shall not be obligated to compensate the Consultant for such services if the re-inspection and re-testing service claim is invalid as defined herein

The Consultant shall timely notify the Agency in writing should the Contractor fail to compensate the Consultant for any re-inspection and re-testing services, so that the Agency can make a good faith effort to withhold such compensation from the Contractor and reimburse the Consultant. Should the Consultant fail to provide such notification of non-payment to the Agency the earlier of: 1) 60 days after providing the service, or 2) 30 days after Substantial Completion of the Project excepting those services performed after Substantial Completion, the claim for such service shall be invalid and no compensation shall be paid to the Consultant

Re-inspection and re-testing claims shall also be invalid and no compensation shall be paid to the Consultant if one or more of the following events occur: 1) the Consultant fails to note the circumstances and reasons for each failure to obtain the Contractor's signature on the notice requesting service in their itemized detailed records of the re-inspection and re-testing, or 2) the Consultant fails to provide records on a daily "as performed" basis or in sufficient detail to evaluate the claim, or 3) the need for such service is caused in whole or part by the actions or inactions of the Consultant, or the Consultant's failure to fulfill their duties with the Department of Building and Safety, regardless of whether such duties or failure is specifically referenced by this Agreement, or 4) the Consultant fails to either gain pre-authorization in writing by the Agency or fails to meet the conditions for waiver of the pre-authorization as provided for herein.

ASBESTOS AND LEAD-BASED PAINT MONITORING SCOPE OF WORK

The Consultant shall provide the Agency with asbestos and lead-based paint monitoring and testing services related to the demolition work for the Project as defined in the Project Contract Documents. The demolition work will involve removal of asbestos and lead-based paint. The work shall include, as required:

- a. Provide ambient air monitoring during abatement by personnel trained in asbestos and lead-based paint removal monitoring.
- b. During abatement, collect air samples for asbestos and/or lead-based paint analysis to gauge the effectiveness of the abatement work methods. Analyze and report on air samples with a 24-hour turnaround time.
- c. Perform final visual inspections and final air clearance testing in each containment area where abatement has been completed.
- d. Prepare a work activity daily report documenting abatement activities by the abatement contractor, to include work performed by Company personnel. This report shall be made available to the Project Manager upon request.

FINAL REPORT

The Consultant shall prepare a final written report compiling all data and daily reports collected during the abatement work on the project. Two bound copies of the report shall be delivered to the Agency not later than two (2) weeks following completion of abatement work.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

The Consultant shall provide the following submittals:

SPECIAL INSPECTION. Provide reports and other submittals as required by the Building Department. Provide one (1) duplicate copy concurrent with each Building Department submittals to the Office of Architectural Services Agency Representative, stamped, signed and dated by the licensed engineer of record.

MATERIAL TESTING. Five (5) copies of any reports, stamped, signed and dated by the licensed engineer of record

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

It is understood that the Agency may produce and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

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.

Subject to any limitations stated in the Consultant's proposal, the specified services shall be completed as the Project progresses and reports delivered to the Agency within Thirty (30) calendar days of the inspection and testing, barring circumstances beyond the Consultant's control that force a delay.

The Consultant shall respond to a request to perform an inspection or test with Twenty Four (24) Hours from the time the request is received from the Agency's Representative

The Consultant shall have in his possession a cellular phone from which he may be contacted or may contact the Agency's Representative while on-site.

Site access is hereby provided to the Consultant by the Agency for the scope of services contained in this Agreement. The Agency either has title to the property and the right of entry, or the Agency has secured permission from the present owner and tenant for entry to the property.

The Consultant shall provide the required services until the Project is completed. Except as provided for in Paragraph 10.01 Suspension, additional compensation shall not be allowed should the completion date of the Project extend beyond the completion date anticipated.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

The Fee(s) for Basic Services are.

PHASE	FEE	REMARKS
Special Inspection	\$2,400	
Material Testing	\$4,000	
Reports and Specifications	\$7,000	
Abatement Monitoring and Services	\$50,815	
TOTAL FEE	\$64,215.00	

THE FEE FOR BASIC SERVICES IS A STIPULATED FIX FEE SUM. The Consultant does hereby acknowledge, understand and agree that although the Consultant may have estimated the number of hours required to complete the services required by this Agreement, the actual number of hours required to complete the services may vary more or less from the estimate and that the Consultant shall not claim additional compensation for more hours or return compensation for fewer hours expended.

Progress payments shall be invoiced and paid based on the percentage of the total scope of work completed compared to the total Fee and **NOT BASED ON THE NUMBER OF HOURS EXPENDED.**

Reference the "Compensation and Terms of Payment" section of this Agreement for retainage requirements.

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 this Agreement and include salary costs, overhead, administration and profit.

CLASSIFICATION	HOURLY RATE
Project Manager	\$125
Environmental Technician	\$80
Grading and Concrete Inspector	\$70
Steel Inspector	\$75

MATERIAL TESTING RATES The cost of standard tests attached to this Agreement, or if no schedules are attached as otherwise provided by the Consultant as of the date of this Agreement, are to be used as the basis for negotiation of Additional Services. These testing rates are valid for the duration of this Agreement and include labor costs for the test, overhead, administration and profit.

ADDITIONAL SERVICES None authorized as of the date of this Agreement For Additional Services of sub-consultants, the Agency shall compensate the Consultant a multiple of **one and one tenth (1.10)** times the amounts billed to the Consultant for such services. Future written Additional Service Authorizations may be issued by the Agency.

Pre-authorized. Except as otherwise provide in this Agreement, if Additional Services are not pre-authorized by the Agency in writing, the Agency shall be under no obligation to pay for any such services provided

Continued Service If a fee cannot be negotiated for Additional Services required by the Department of Building and Safety, or some other disagreement arises between the parties to this Agreement, or other event occurs that threatens to disrupt the Project schedule, regardless of the causes, the Consultant agrees to act in the best interest of the Project and to timely perform services as may be required by the Department of Building and Safety, independent of any dispute or claim, which shall be resolved in accordance with the terms of this Agreement

Records The Consultant shall maintain and provide to the Agency itemized detailed records for each Additional Service including the names of personnel, date and hours worked, tasks completed, area of the Project under construction, scope of work on the SI-6 form as appropriate to the service, whether the service required a special trip to the site or was performed in addition to already scheduled on-going work on the site, and other information as may reasonably be required by the Agency to properly evaluate the services performed. In addition, to evaluate Additional Services provided or claimed, the Agency may required the Consultant to provide this same level of detail for other work being performed by the Consultant concurrent with, adjacent to, or otherwise related to the Additional Services under consideration.

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 The multiplier includes all compensation for overhead and profit.

If the Agency requests additional copies of any reports beyond those required by this Agreement, they shall be considered a Reimbursable Expense.

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: Pat Skrabanek

ENGINEER OF RECORD:

PROJECT MANAGER:

TECHNICIAN/CADD:

CLERICAL:

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.

Ninyo and Moore

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 79-99 and 105-99 adopted by the Redevelopment Agency Board, 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	Contracting Entity
	Harris & Associates
Name	2310 Paseo Del Prado, Suite A104
Address	Las Vegas, NV 89102
Telephone	702-597-9410
EN or DUNS	94-2385238

Block 2	Description
	Subject Matter of Contract/Agreement:
	Fifth Street School Rehabilitation Phase III
	Materials Testing and Hazardous Materials
	Abatement.
	RFP #

Block 3	Type of Business
☐	Individual
☐	Partnership
☐	Limited Liability Company
☐	Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	L. Carl Harns	120 Mason Circle – Concord, CA 94520	1-925-827-4900
2.	Guy A. Erickson	120 Mason Circle – Concord, CA 94520	1-925-827-4900
3.	Jeffrey M. Cooper	120 Mason Circle – Concord, CA 94520	1-925-827-4900
4.	Neil M. McCosker	120 Mason Circle – Concord, CA 94520	1-925-827-4900
5.	James L. Parnley	120 Mason Circle – Concord, CA 94520	1-925-827-4900
6.	Vernon A. Phillips	120 Mason Circle – Concord, CA 94520	1-925-827-4900
7.	Manan Ross	120 Mason Circle – Concord, CA 94520	1-925-827-4900
8.	Robert Guletz	120 Mason Circle – Concord, CA 94520	1-925-827-4900
9.	Gregory G. Ow	120 Mason Circle – Concord, CA 94520	1-925-827-4900
10.	Brian A. Danley	120 Mason Circle – Concord, CA 94520	1-925-827-4900
11.	James D. Morris	120 Mason Circle – Concord, CA 94520	1-925-827-4900
12.	Byron G. Tobey	120 Mason Circle – Concord, CA 94520	1-925-827-4900
13.	Larry G. Timmer	120 Mason Circle – Concord, CA 94520	1-925-827-4900
14.	Steven E. Roberts	120 Mason Circle – Concord, CA 94520	1-925-827-4900
15.	Russell A. Moore	120 Mason Circle – Concord, CA 94520	1-925-827-4900
16.	David T. Seevers	120 Mason Circle – Concord, CA 94520	1-925-827-4900
17.	Edward A. Kozlowski	120 Mason Circle – Concord, CA 94520	1-925-827-4900
18.	James R. Guerrero	120 Mason Circle – Concord, CA 94520	1-925-827-4900
19.	Isaac C. Dee	120 Mason Circle – Concord, CA 94520	1-925-827-4900
20.	Jules P. Feher	120 Mason Circle – Concord, CA 94520	1-925-827-4900

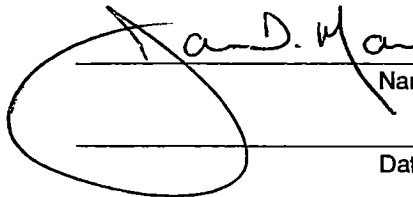
The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____
Date of Attached Document: _____ Number of Pages: _____

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



 Name

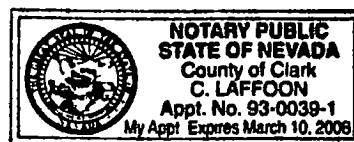
 1-24-07

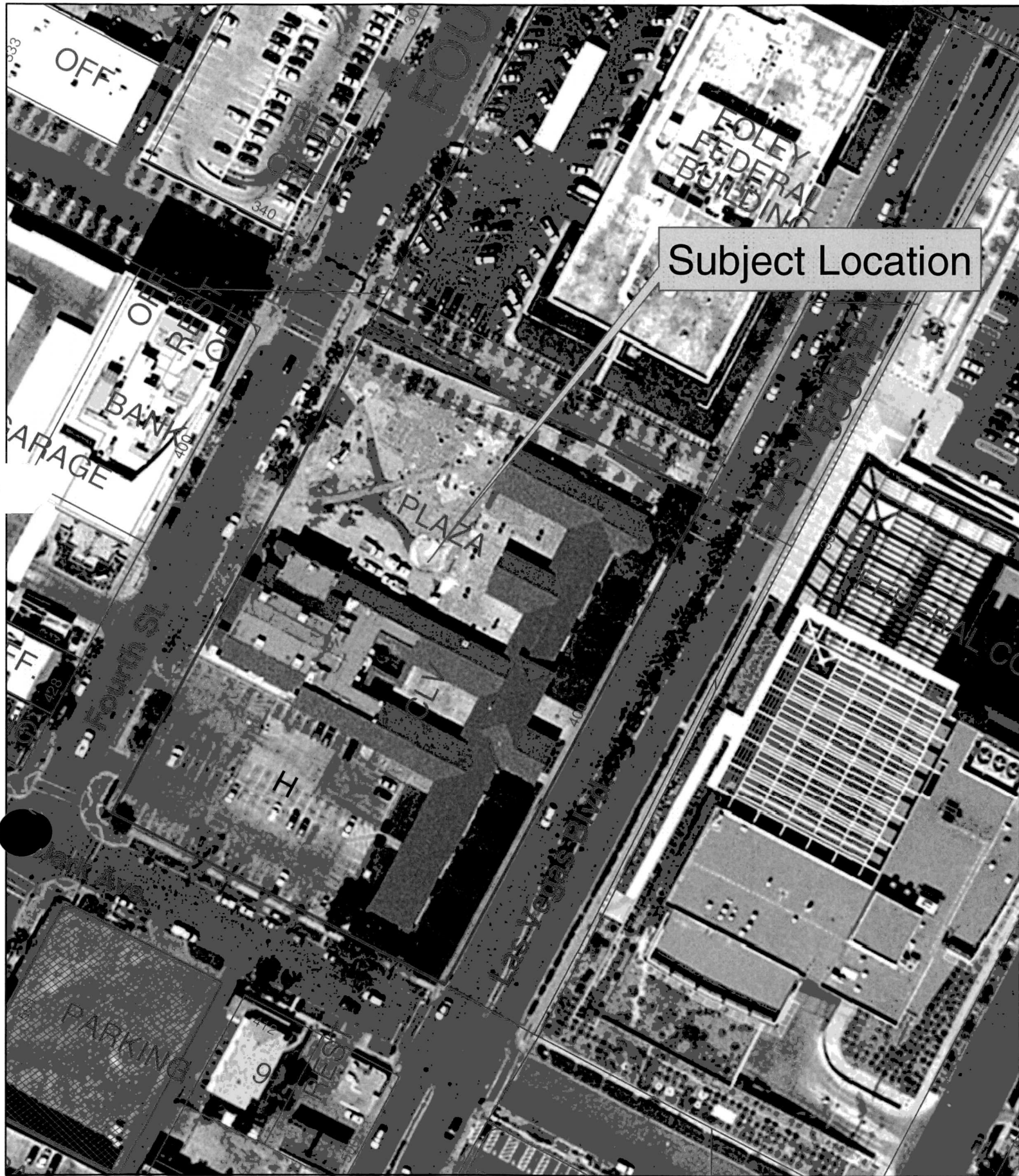
 Date

Subscribed and sworn to before me this 24th day of

January, 2007.

C. Laffoon
Notary Public





Site Map

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

SUBJECT:

Discussion and possible action on the dedication of land for additional sidewalk and a bus turnout as required by the rehabilitation of the Historic Fifth Street School located at 400 Las Vegas Boulevard South - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The main sidewalk along Las Vegas Boulevard is being widened to 10 feet to match the width of the property located to the north. The bus stop is being relocated and a bus turnout lane is being constructed to reduce traffic interruptions on Las Vegas Boulevard South. These actions require that additional land be dedicated as Right of Way.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

1. Grant Deed
2. Site Map

Motion made by LARRY BROWN to Approve Items 4-8.

Passed For: 6; Against: 0, Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-GARY REESE)

Minutes:

See Item 4 for related discussion.

APN: 139-34-303-001

**WHEN RECORDED MAIL & SEND TAX STATEMENTS TO:
CITY OF LAS VEGAS – CITY CLERK
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101**

GRANT DEED

THIS INDENTURE WITNESSETH: **CITY OF LAS VEGAS REDEVELOPMENT AGENCY** for and in consideration of \$1.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby Grant, Bargain and Convey to the **CITY OF LAS VEGAS, a Municipal Corporation** of the County of Clark, State of Nevada, and to its assigns forever, all of his/her/their right, title and interest in and to all that real property situate in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows:

**For complete legal description, see Exhibit “A” attached hereto
and by this reference made a part hereof**

**For: Dedications of additional rights of way on the west side of Las Vegas
Boulevard, north of Clark Avenue**

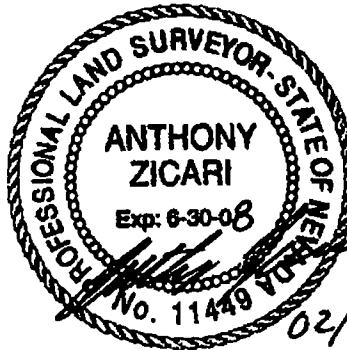
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

CONTINUED:
CMC
VTN NEVADA 6716\67



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148



W.O. 6716
DECEMBER 5, 2006
BY: BS
P.R. BY: VCL
PAGE 1 OF 3

EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHWESTERLY OF LAS VEGAS BOULEVARD AND CLARK AVENUE FOR PUBLIC RIGHT-OF-WAY DEDICATION PURPOSES

**LEGAL DESCRIPTION
PUBLIC RIGHT-OF-WAY DEDICATION**

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF LAS VEGAS BOULEVARD AND CLARK AVENUE; THENCE NORTH 27°54'36" EAST, COINCIDENT WITH THE CENTERLINE OF LAS VEGAS BOULEVARD, 40.01 FEET; THENCE NORTH 62°05'24" WEST, DEPARTING SAID CENTERLINE OF LAS VEGAS BOULEVARD, 40.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID LAS VEGAS BOULEVARD, SAME BEING THE **POINT OF BEGINNING**;

THENCE NORTH 62°04'26" WEST, DEPARTING SAID WESTERLY RIGHT-OF-WAY 15.00 FEET; THENCE NORTH 27°54'36" EAST, 135.68 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY, 5.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°38'02", THENCE NORTH 37°32'38" EAST, 55.54 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 15.00 FEET; THENCE NORTHEASTERLY, 2.52 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°38'02"; THENCE NORTH 27°54'36" EAST, 263.20 FEET; THENCE SOUTH 62°05'24" EAST, 5.00 FEET RETURNING TO SAID WESTERLY RIGHT-OF-WAY; THENCE SOUTH 27°54'36" WEST, ALONG SAID RIGHT-OF-WAY 462.01 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING: 3,991 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

LEGAL DESCRIPTION CONTINUED
DECEMBER 5, 2006
PAGE 2 OF 3

BASIS OF BEARINGS

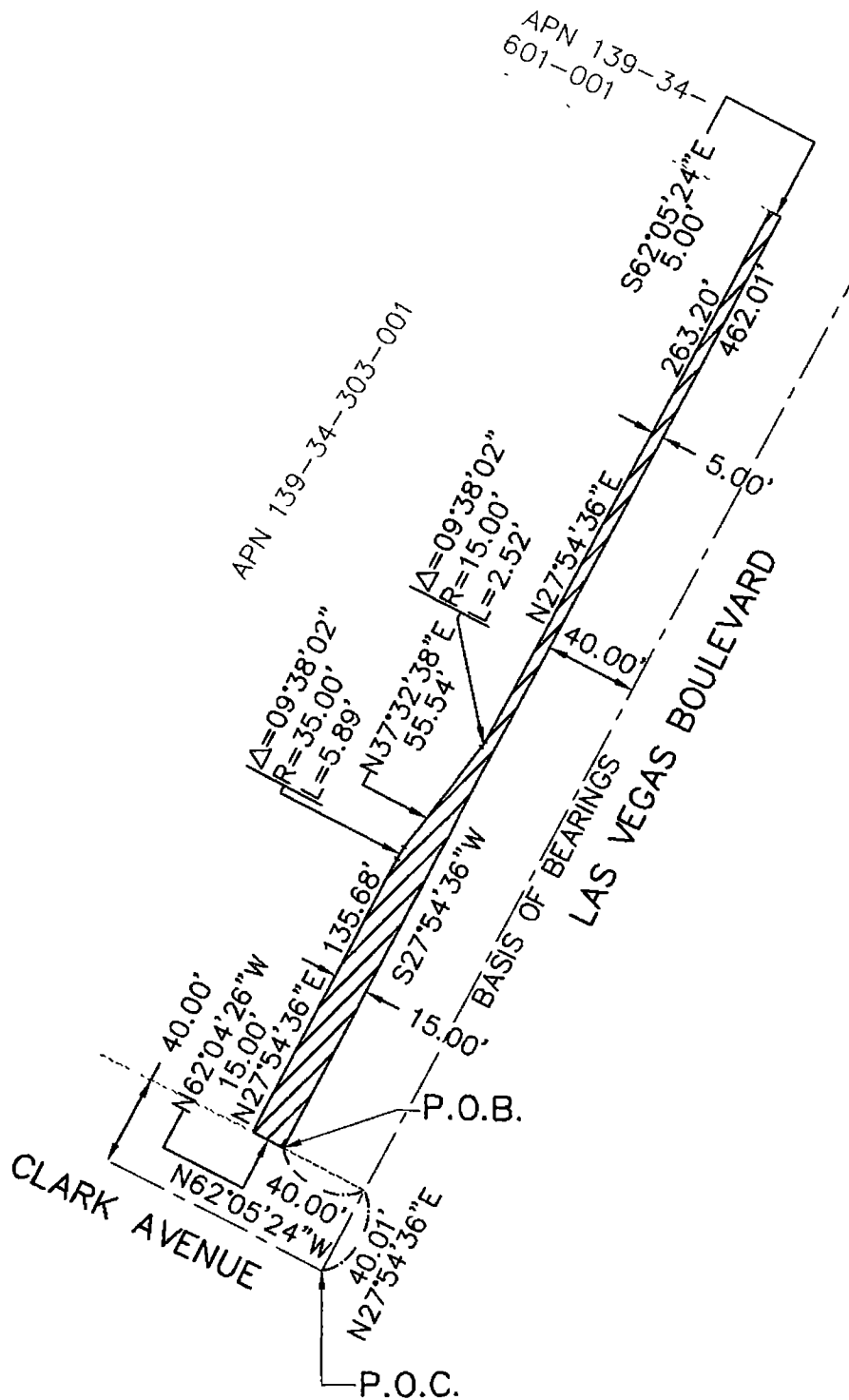
NORTH 27°54'36" EAST – THE CENTERLINE OF LAS VEGAS BOULEVARD FROM STATION "B" 1077+00.00 POT TO STATION "B" 1155+93.64 POT (AND FREMONT AVENUE) BEARS NORTH 27°54'36" EAST PER NEVADA DEPARTMENT OF HIGHWAY DRAWINGS, PROJECT NUMBER F005-1(3), AS SHOWN BY THAT RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 67 OF SURVEYS, AT PAGE 79.

END OF DESCRIPTION.

NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH THE NEVADA REVISED STATUTES.

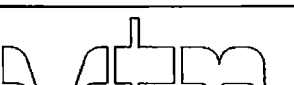
PREPARED BY: ANTHONY ZICARI, PLS 11449
VTN – NEVADA
2727 S. RAINBOW BLVD.
LAS VEGAS, NEVADA 89146-5148
702-873-7550

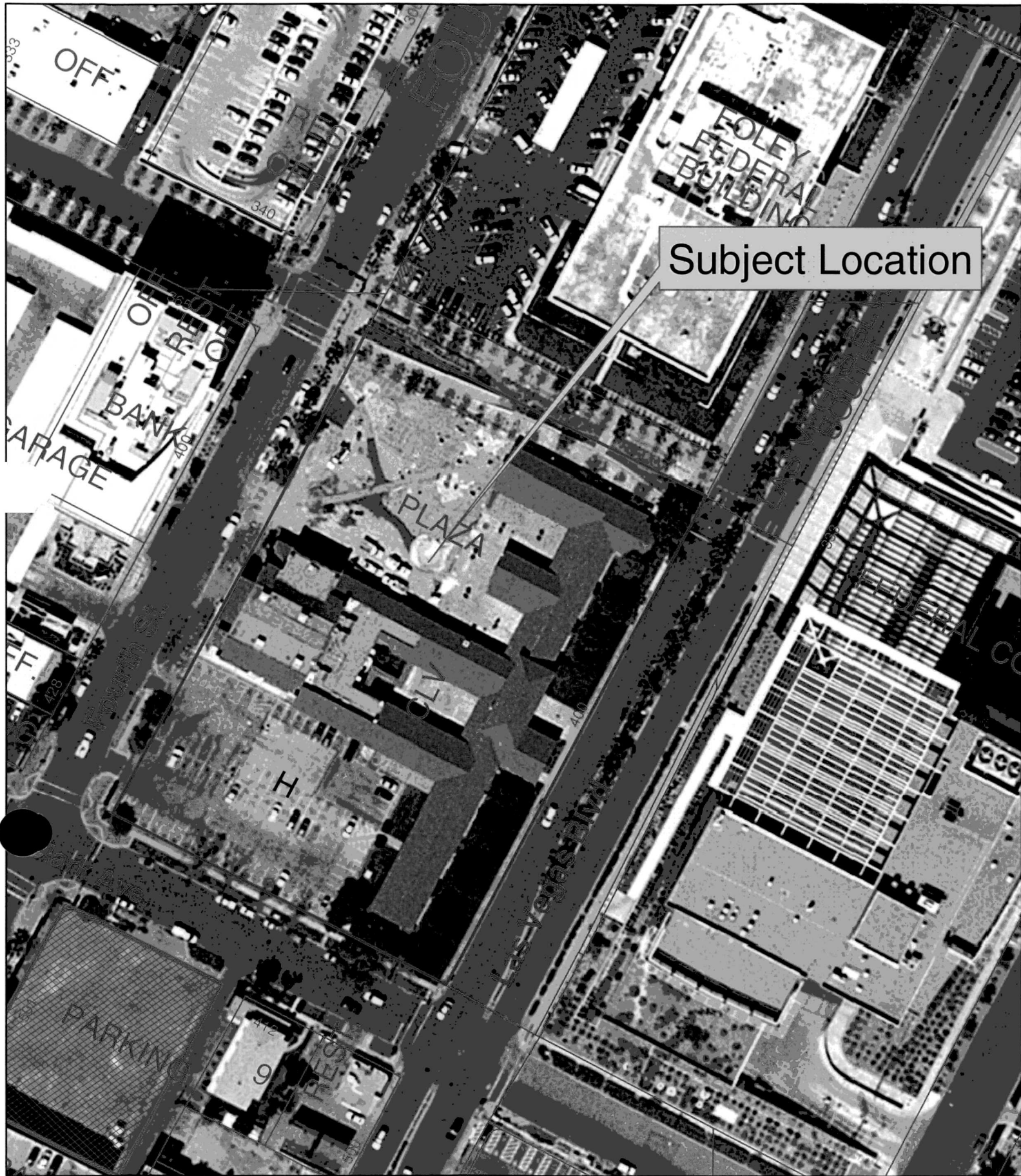
G:\6716\LEGALS\ROW doc
REF. EXHIBIT: G:\6716\6716-LEGALS.DWG (ROW)



NOT
TO
SCALE

G \6716\6716-LEGALS.DWG(ROW)

 2727 S RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION	SCALE	HORZ. NONE	
			VERT NA	
	RIGHT-OF-WAY DEDICATION	W.O. NO.	6716	
		DRAWN BY:	BS	
		DATE:	12/06	
	SHEET 3 OF 3			



Site Map

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

SUBJECT:

Discussion and possible action on an Interlocal Agreement between the Las Vegas Redevelopment Agency and the Las Vegas Valley Water District to provide a connection for a water supply to support the fire sprinkler system needed for the rehabilitation of the Historic Fifth Street School located at 400 Las Vegas Boulevard South - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The Las Vegas Valley Water District requires an Interlocal Agreement be in place to provide a water supply for the fire sprinkler system required by the rehabilitation of the Historic Fifth Street School. Physical construction on the fire sprinkler system cannot begin until this agreement is in place.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

1. Interlocal Agreement
2. Site Map

Motion made by LARRY BROWN to Approve Items 4-8

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-GARY REESE)

Minutes:

See Item 4 for related discussion.

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS REDEVELOPMENT AGENCY
FIFTH STREET SCHOOL REHABILITATION**

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a political subdivision of the State of Nevada, hereinafter called "AGENCY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the state of Nevada, whose address is 1001 S. Valley View Boulevard, Las Vegas, NV 89153, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the AGENCY of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the AGENCY is engaged in the rehabilitation of real property for government use, generally located on Las Vegas Boulevard, north of Clark Avenue, and further referenced as Clark County Assessor's Parcel Number 139-34-303-001; and

WHEREAS, the DISTRICT is willing to continue to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the AGENCY performing all of the terms, conditions and provisions hereinafter set forth and required of the AGENCY; and

WHEREAS, the AGENCY is willing to construct at its sole cost and expense the required water facilities for the purpose of providing water service to said real property; and

WHEREAS, both the AGENCY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

AGENCY AGREES:

- A. At AGENCY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the water main(s), fire hydrants and laterals, service connections, backflow prevention assemblies, and appurtenances, from the main to the point where the water being delivered leaves the piping owned by the DISTRICT, hereinafter called "WATER FACILITIES," shown on that certain plan or plans entitled:

**CITY OF LAS VEGAS REDEVELOPMENT AGENCY
FIFTH STREET SCHOOL REHABILITATION
Utility Plan**

- B. That said WATER FACILITIES shall be constructed in the locations shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- C. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- D. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph A above.

- E. At AGENCY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- F. At AGENCY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- G. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- H. That all WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event any WATER FACILITIES are located within those areas either inadvertently or otherwise, the AGENCY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT's requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, AGENCY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT's Service Rules.
- I. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.
- J. Should any defective material or workmanship affecting the WATER FACILITIES installed by the AGENCY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, AGENCY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- K. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the AGENCY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The AGENCY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- L. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement
- M. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The AGENCY will require its contractor to install the meters in a timely manner.
- N. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

O. The DISTRICT, its officers and employees shall be immune for any breach of this Agreement caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the DISTRICT, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

ARTICLE II

DISTRICT AGREES:

- A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the AGENCY of all requirements of this Agreement, to thereafter operate and maintain WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. That construction water may be provided through metered fire hydrants in accordance with the DISTRICT'S Service Rules.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. That all WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the DISTRICT.
- B. That construction water shall only be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.
- C. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- D. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by AGENCY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the DISTRICT, at its sole discretion, to discontinue water service to AGENCY'S project without challenge by AGENCY and without liability for any damages caused by said discontinuation.
- E. That the AGENCY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. The AGENCY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- F. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
- G. That this Agreement represents the entire understanding of the AGENCY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the AGENCY'S project.
- H. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.

- I. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- J. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the 6th day of March, 2007

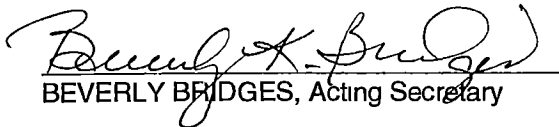
APPROVED AS TO FORM:



City Attorney

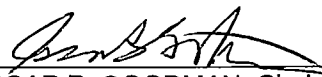
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ATTEST:



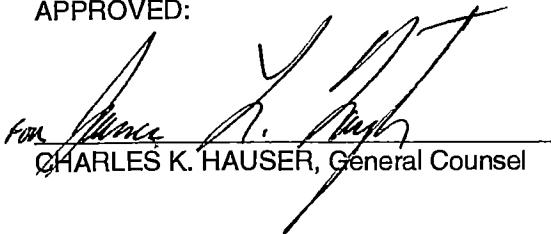
BEVERLY BRIDGES, Acting Secretary

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

BY: 

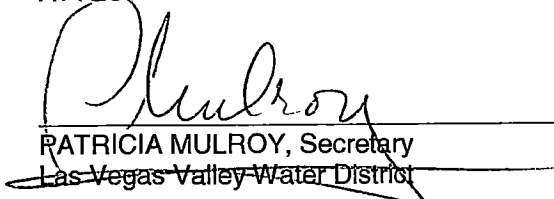
OSCAR B. GOODMAN, Chairman

APPROVED:



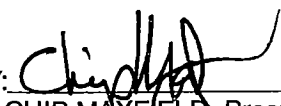
CHARLES K. HAUSER, General Counsel

ATTEST:

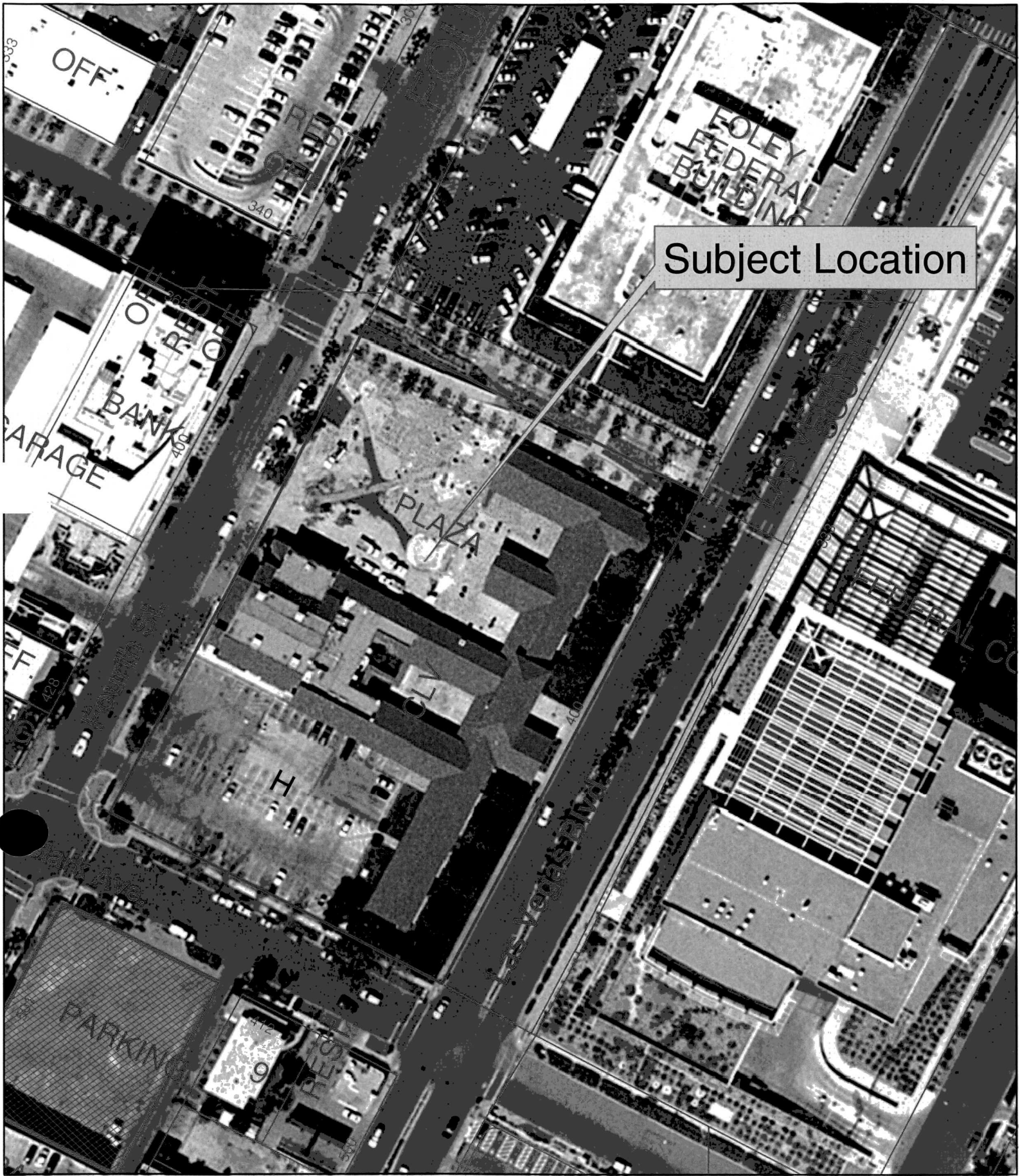


PATRICIA MULROY, Secretary
Las Vegas Valley Water District

LAS VEGAS VALLEY WATER DISTRICT

BY: 

CHIP MAXFIELD, President
Board of Directors



Site Map

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

SUBJECT:

Discussion and possible action to direct Redevelopment Agency (RDA) staff accordingly on the development of the necessary structure and organization to allow the use of New Market Tax Credits (NMTC) and Historic Tax Credits (HTC) as a means to offset a portion of the rehabilitation expenses at the Historic Fifth Street School located at 400 Las Vegas Boulevard South - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

New Market Tax Credits and Historic Tax Credits are available for use on the Historic Fifth Street School rehabilitation project. This action directs the RDA staff to make the changes to the organizational structure and facility administration that are necessary to allow the use of these funding sources.

RECOMMENDATION:

Direct RDA staff to develop the necessary changes and return to the RDA Board for Approval.

BACKUP DOCUMENTATION:

Site Map

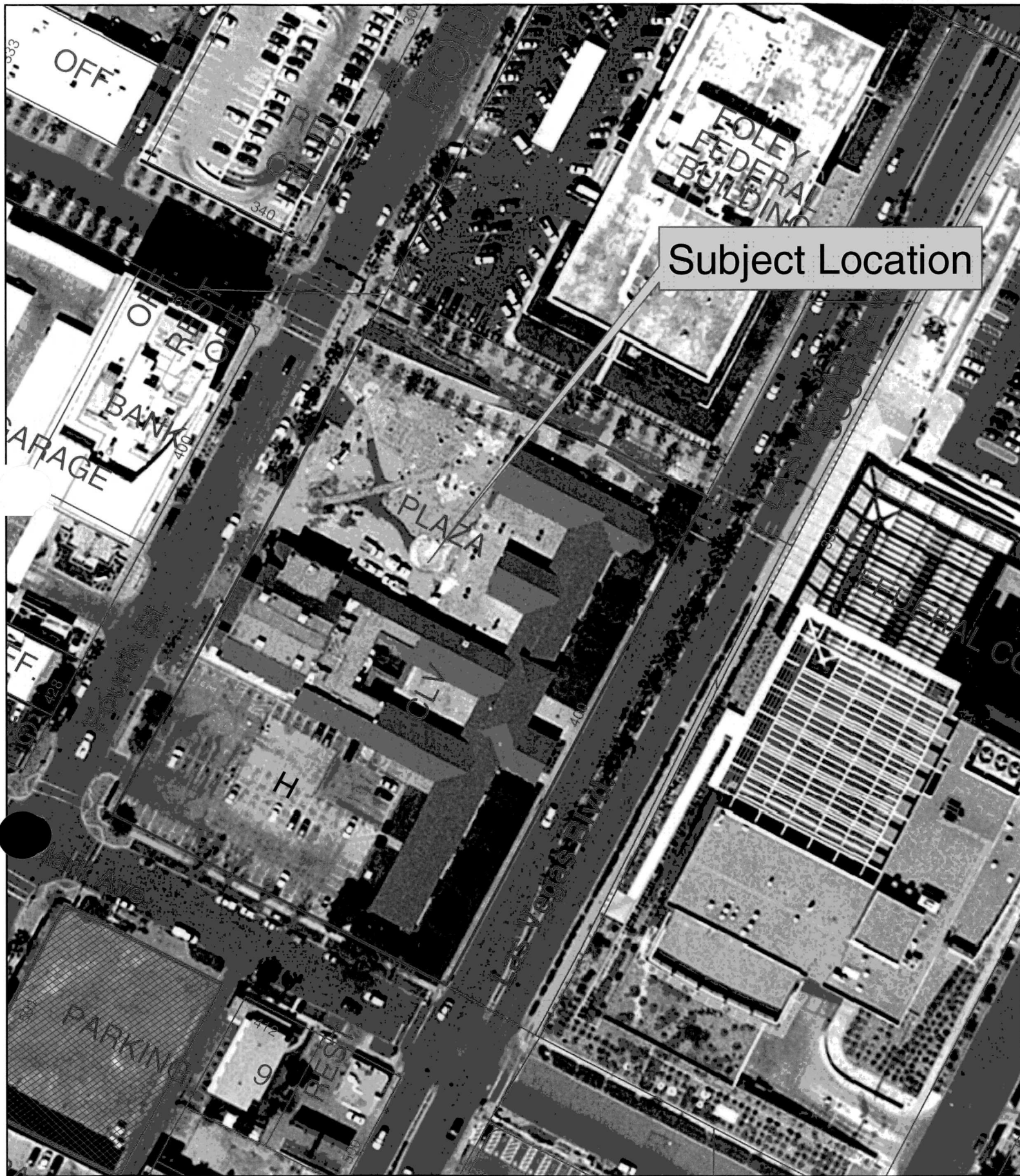
Motion made by LARRY BROWN to Approve Items 4-8

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-GARY REESE)

Minutes:

See Item 4 for related discussion.



Site Map

AGENDA SUMMARY PAGE

REDEVELOPMENT AGENCY MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

SUBJECT:

Discussion and possible action regarding an Estoppel Certificate to Hypo Real Estate Capital Corporation concerning the First Amended and Restated Owner Participation Agreement (OPA) dated July 7, 2004, with WMC V Phase 1, LLC, WMC I Associates, LLC, WMC II Associates, LLC, WMCV Phase 2, LLC, and WMCV Phase 3, LLC, located at the northwest corner of Grand Central Parkway and Bonneville Avenue - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

As part of a \$488 million construction loan for Phase 3 of the development, the construction lender to WMCV Phase 3, LLC, successor in interest to WMC I Associates, LLC, Hypo Real Estate Capital Corporation, has requested that the Redevelopment Agency execute an Estoppel Certificate which certifies as to certain current matters regarding the First Amended and Restated Owner Participation Agreement (OPA) dated July 7, 2004. The Agency staff has reviewed and confirmed the matters set forth in the Estoppel Certificate and receipt of the Recognized Lender Notices.

RECOMMENDATION:

Approval and authorize the Chairperson to execute the same and any related documents.

BACKUP DOCUMENTATION:

1. Estoppel Certificate to Hypo Real Estate Capital Corporation
2. Disclosure of Principals

Motion made by LAWRENCE WEEKLY to Approve

Passed For: 6, Against 0; Abstain 0; Did Not Vote: 0; Excused: 1

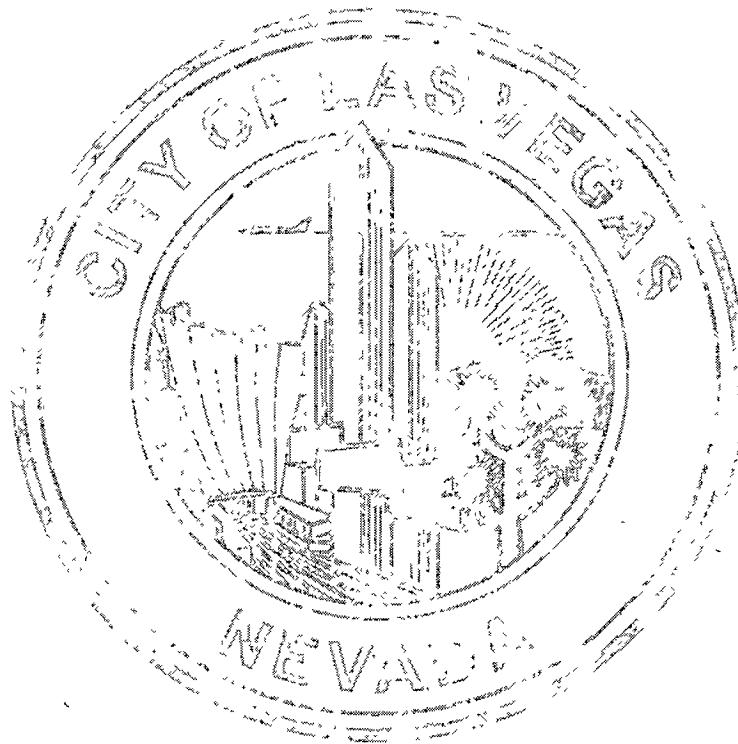
LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-GARY REESE)

Minutes:

SCOTT ADAMS, Director of the Office of Business Development, reported that World Market Center (WMC) is currently financing construction in the amount of \$488 million for the Phase 3

REDEVELOPMENT AGENCY MEETING OF: FEBRUARY 21, 2007

buildings. Any potential lender needs to be satisfied that there are no outstanding issues with the agreement with the City. This confirms that all conditions of the Owner Participation Agreement are in full force. The financing can go forward once the Estoppel Certificate is issued.



February 21, 2007

Hypo Real Estate Capital Corporation
622 Third Avenue
New York, New York 10017-6707

Re: First Amended and Restated Owner Participation Agreement, dated as of July 7, 2004 ("Agreement"), between the City of Las Vegas Redevelopment Agency ("Agency") and Affiliates of World Market Center, LLC, a Delaware limited liability company (collectively or individual affiliates referred to as the "Developer")

Capitalized terms not otherwise defined herein shall have the respective meanings given thereto in the Agreement.

Agency having been notified that WMCV Phase 3, LLC, successor in interest to WMC I Associates, LLC has obtained a construction loan in the amount of \$488,000,000.00 (the "**Construction Loan**") from Hypo Real Estate Capital Corporation (together with its successors and assigns in such capacity, a lender, and as agent for itself and certain lenders, from time to time party to the Construction Loan Agreement, hereinafter described, collectively the "**Lenders**") hereby certifies to Lender that to the best of the Agency's knowledge:

1. The Agreement is in full force and effect and, except as stated above, has not been assigned by Developer. The Agreement represents the entire agreement between Agency and Developer with respect to the subject matter thereof and there have been no other oral or written amendments, modifications, terminations or changes thereto except as set forth on Exhibit A attached hereto.
2. There are no uncured defaults, events of default or breaches by Developer which now exist under the Agreement and no facts or circumstances exist that, with the passage of time or giving of notice, will or could constitute a default, event of default, or breach by Developer under the Agreement. Agency has made no claim against Developer alleging Developer's default under the Agreement.



CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

Telephone (702) 229-6100
Fax (702) 385-3128

400 Stewart Avenue
Las Vegas, Nevada 89101

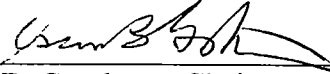


3. All of the obligations of the Developer under the Agreement to have been completed as of the date hereof have been duly performed and completed.
4. There have been two (2) Notes issued to WMCV Phase I, LLC, an affiliate Developer by Agency: Note No. 1 dated June 30, 2005 and Note No. 2 dated June 30, 2006.
5. Agency acknowledges compliance with the provisions of Section 203 and Section 204 of the Agreement.

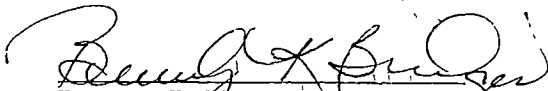
This Certificate is made for the benefit of, and for the reliance upon, by Lender as to compliance with the Agreement OPA only.

AGENCY

**CITY OF LAS VEGAS
REDEVELOPMENT AGENCY**

By: 
Oscar B. Goodman, Chairperson

ATTEST:


Beverly Bridges, Acting Secretary

Approved as to form:

 2/12/07
Date

EXHIBIT "A"

None

1. Definitions

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

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

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See Schedule A attached.		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

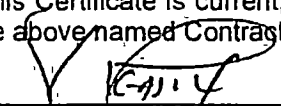
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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


 Jack Kashani, Authorized Officer

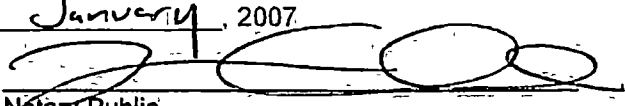
Date

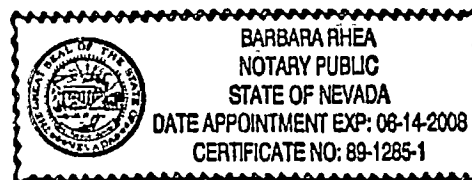
1/23/07

STATE OF Nevada
COUNTY OF Clark

Subscribed and sworn to before me this 23 day of

January, 2007.


 Notary Public



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

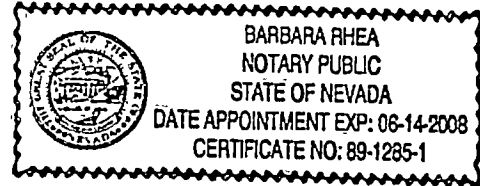
Shawn Samson
Shawn Samson, Authorized Officer

1/23/07
Date

STATE OF Nevada
COUNTY OF Clark

Subscribed and sworn to before me this 23 day of
January, 2007

[Signature]
Notary Public



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

Ronald Wackrow
Ronald Wackrow, Authorized Officer

Date

STATE OF _____
COUNTY OF _____

Subscribed and sworn to before me this _____ day of
_____, 2006

Notary Public

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

Shawn Samson, Authorized Officer

Date

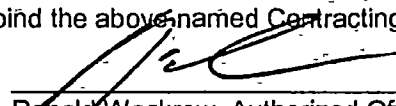
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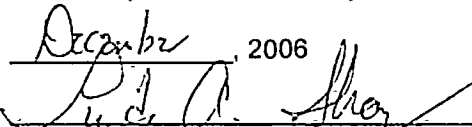
Ronald Wackrow, Authorized Officer

Date

STATE OF New York
COUNTY OF New York

Subscribed and sworn to before me this 13th day of

December, 2006



Notary Public

LINDA A. SHAY
NOTARY PUBLIC, State of New York
No 4868112
Qualified in Suffolk County
Commission Expires August 25, 2010

Disclosure of Principals

Schedule A:

The principals and partners of developer affiliates of WMCV Phase 3, LLC, and all persons and entities holding more than 1% interest or any principal of WMCV Phase 3, LLC are the following:

	<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1.	Shawn Samson	c/o World Market Center, LLC 350 S. Beverly Drive Suite 330 Beverly Hills, CA 90212	310-284-8600
2.	Jack Kashani	c/o World Market Center, LLC 350 S. Beverly Drive Suite 330 Beverly Hills, CA 90212	310-284-8600
3.	AG Development Trust	c/o World Market Center, LLC 350 S. Beverly Drive Suite 330 Beverly Hills, CA 90212	310-284-8600
4.	Alliance Network, LLC	c/o World Market Center, LLC 350 S. Beverly Drive Suite 330 Beverly Hills, CA 90212	310-284-8600
5.	Prime Associates Group, LLC	c/o World Market Center, LLC 350 S. Beverly Drive Suite 330 Beverly Hills, CA 90212	310-284-8600
6.	Millennium Ventures I, LLC	c/o World Market Center, LLC 350 S. Beverly Drive Suite 330 Beverly Hills, CA 90212	310-284-8600
7.	J.C. Investment & Development Company, LLC	c/o World Market Center, LLC 350 S. Beverly Drive Suite 330 Beverly Hills, CA 90212	310-284-8600

FULL NAME**BUSINESS ADDRESS****BUSINESS
PHONE**

- | | | | |
|-----|----------------------------------|--|--------------|
| 8. | Eden Associates, LLC | c/o World Market Center, LLC
350 S. Beverly Drive
Suite 330
Beverly Hills, CA 90212 | 310-284-8600 |
| 9. | Gabriella Kashani | c/o World Market Center, LLC
350 S. Beverly Drive
Suite 330
Beverly Hills, CA 90212 | 310-284-8600 |
| 10. | Ariel Kashani | c/o World Market Center, LLC
350 S. Beverly Drive
Suite 330
Beverly Hills, CA 90212 | 310-284-8600 |
| 11. | Alliance Network Holdings, LLC | c/o World Market Center, LLC
350 S. Beverly Drive
Suite 330
Beverly Hills, CA 90212 | 310-284-8600 |
| 12. | SB Holdings I, LLC | c/o World Market Center, LLC
350 S. Beverly Drive
Suite 330
Beverly Hills, CA 90212 | 310-284-8600 |
| 13. | Network World Market Center, LLC | c/o World Market Center, LLC
350 S. Beverly Drive
Suite 330
Beverly Hills, CA 90212 | 310-284-8600 |
| 14. | World Market Center Venture, LLC | c/o World Market Center, LLC
495 South Grand Central Parkway
Suite 2203
Las Vegas, NV 89106 | 702-599-9621 |
| 15. | Related World Market Center LLC | c/o The Related Companies, L.P.
60 Columbus Circle
New York, NY 10023 | 212-421-5333 |
| 16. | The Related Companies, L.P. | c/o The Related Companies, L.P.
60 Columbus Circle
New York, NY 10023 | 212-421-5333 |

	<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
17.	Stephen M. Ross	c/o The Related Companies, L.P. 60 Columbus Circle New York, NY 10023	212-421-5333
18.	SMR Funding, L.P.	c/o The Related Companies, L.P. 60 Columbus Circle New York, NY 10023	212-421-5333
19.	Seventh Green Associates L.P.	c/o The Related Companies, L.P. 60 Columbus Circle New York, NY 10023	212-421-5333
20.	Yukon Holdings, L.L.C.	c/o The Related Companies, L.P. 60 Columbus Circle New York, NY 10023	212-421-5333
21.	Jeff T. Blau	c/o The Related Companies, L.P. 60 Columbus Circle New York, NY 10023	212-421-5333
22.	Michael Blau	c/o The Related Companies, L.P. 60 Columbus Circle New York, NY 10023	212-421-5333
23.	SMR Funding, Inc.	c/o The Related Companies, L.P. 60 Columbus Circle New York, NY 10023	212-421-5333
24.	1996 SMR Trust	c/o The Related Companies, L.P. 60 Columbus Circle New York, NY 10023	212-421-5333
25.	JMP New York, Ltd.	c/o The Related Companies, L.P. 60 Columbus Circle New York, NY 10023	212-421-5333
26.	The Related Realty Group, Inc.	c/o The Related Companies, L.P. 60 Columbus Circle New York, NY 10023	212-421-5333
27.	SMR Trust No. 2	c/o The Related Companies, L.P. 60 Columbus Circle New York, NY 10023	212-421-5333

	<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
28.	Unrelated Corporation	c/o The Related Companies, L.P. 60 Columbus Circle New York, NY 10023	212-421-5333
29.	Nazanine Moghavern	c/o World Market Center, LLC 350 S. Beverly Drive Suite 330 Beverly Hills, CA 90212	310-284-8600
30.	Bahram Shamsian	c/o World Market Center, LLC 350 S. Beverly Drive Suite 330 Beverly Hills, CA 90212	310-284-8600
31.	Resolve Associates, LLC	c/o World Market Center, LLC 350 S. Beverly Drive Suite 330 Beverly Hills, CA 90212	310-284-8600
32.	Serenity Group, L.P.	c/o World Market Center, LLC 350 S. Beverly Drive Suite 330 Beverly Hills, CA 90212	310-284-8600
33.	Soleyman Kahen, trustee of Kahen Family Trust	c/o World Market Center, LLC 350 S. Beverly Drive Suite 330 Beverly Hills, CA 90212	310-284-8600
34.	Emanuel Kahen	c/o World Market Center, LLC 350 S. Beverly Drive Suite 330 Beverly Hills, CA 90212	310-284-8600
35.	Hooshang Ebrani	c/o World Market Center, LLC 350 S. Beverly Drive Suite 330 Beverly Hills, CA 90212	310-284-8600

	<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
36.	Ramian Roofian	c/o World Market Center, LLC 350 S. Beverly Drive Suite 330 Beverly Hills, CA 90212	310-284-8600
37.	Danny Cohen	c/o World Market Center, LLC 350 S. Beverly Drive Suite 330 Beverly Hills, CA 90212	310-284-8600
38.	Ilan Cohen	c/o World Market Center, LLC 350 S. Beverly Drive Suite 330 Beverly Hills, CA 90212	310-284-8600
39.	Fordgate World Market Center LLC	c/o World Market Center, LLC 350 S. Beverly Drive Suite 330 Beverly Hills, CA 90212	310-284-8600
40.	Michael J. Brenner	c/o The Related Companies, L.P. 60 Columbus Circle New York, NY 10023	212-421-5333
41.	BeachBox Holdings II, L.L.C.	c/o The Related Companies, L.P. 60 Columbus Circle New York, NY 10023	212-421-5333
42.	Bruce A. Beal, Jr.	c/o The Related Companies, L.P. 60 Columbus Circle New York, NY 10023	212-421-5333
43.	Mendi Gertner	c/o World Market Center, LLC 350 S. Beverly Drive Suite 330 Beverly Hills, CA 90212	310-284-8600
44.	Moises Gertner	c/o World Market Center, LLC 350 S. Beverly Drive Suite 330 Beverly Hills, CA 90212	310-284-8600

45. Gertner No. 2 Settlement Trust

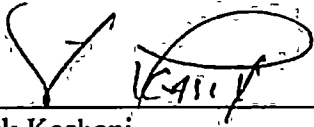
c/o World Market Center, LLC
350 S. Beverly Drive
Suite 330
Beverly Hills, CA 90212

310-284-8600

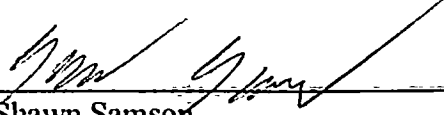
[Signature page follows]

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

WMCV Phase 3, LLC

By: 

Jack Kashani
Authorized Officer

By: 

Shawn Samson
Authorized Officer

By: _____

Ronald Wackrow
Authorized Officer

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

WMCV Phase 3, LLC

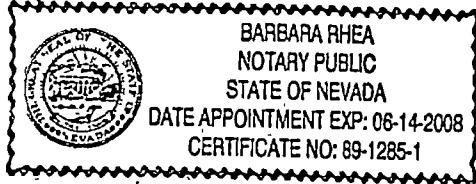
By: _____
Shawn Samson for and on behalf of Jack Kashani
Authorized Officer

By: _____
Shawn Samson
Authorized Officer

By:  _____
Ronald Wackrow
Authorized Officer

State of Nevada
County of Clark

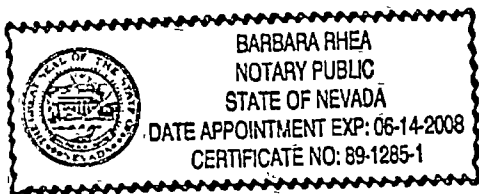
This instrument was acknowledged before me on the 23 day of January, 2007, by Shawn Sampson, as Authorized Officer of WMCV Phase 3, LLC.



[Signature]
Notary Public Expires 6/14/08

State of Nevada
County of Clark

This instrument was acknowledged before me on the 23 day of January, 2007, by Shawn Sampson for and on behalf of Jack Kashani, as Authorized Officer of WMCV Phase 3, LLC.



[Signature]
Notary Public Expires: 6/14/08

State of _____
County of _____

This instrument was acknowledged before me on the _____ day of _____, 2006, by Ronald Wackrow, as Authorized Officer of WMCV Phase 3, LLC.

Notary Public

State of _____
County of _____

This instrument was acknowledged before me on the _____ day of _____, 2006, by Shawn Sampson, as Authorized Officer of WMCV Phase 3, LLC.

Notary Public

State of _____
County of _____

This instrument was acknowledged before me on the _____ day of _____, 2006, by Shawn Sampson for and on behalf of Jack Kashani, as Authorized Officer of WMCV Phase 3, LLC.

Notary Public

State of NY
County of NY

This instrument was acknowledged before me on the 20 day of December, 2006, by Ronald Wackrow, as Authorized Officer of WMCV Phase 3, LLC.

Pearl Bultron
Notary Public

Pearl Bultron
Notary Public, State of New York
#01BU6114488
Qualified in Queens County
My Comm. Expires August 18, 2008

AGENDA SUMMARY PAGE
REDEVELOPMENT AGENCY MEETING OF: FEBRUARY 21, 2007

SUBJECT:

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:

ANTHONY HODGES commented that the huge buildings being built are master pieces. Although they may not be open to the public, they are businesses that bring benefits to the community. The public should be better informed to understand the benefit of the large eight buildings of the World Market Center project.

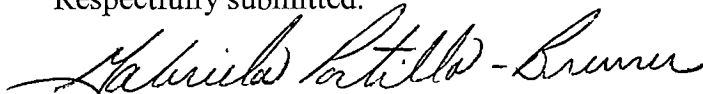
VINCENT JAMES WALTER WHATLEY IV alleged that he is the owner of Station Casinos. He respectfully requested various actions and motions by the Council that will be constitutional. He indicated there will be problems with Parks and Recreation and City Marshals. He has urged banks to refuse City paychecks. He will make it a practice to hire people that respect the right to work in the State.

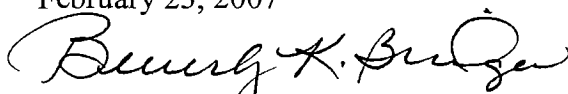
TOM McGOWAN wished MEMBER WEEKLY well as he takes a seat on the County Commission and assured him that he will attend future County Commission meetings. He commented that a world-class city depends on the people. Redevelopment is about people. His first order of business after this Municipal Election will be to raise the community standards. Some members of this Board will support that and others will not. There is a good reason that elected officials are put in office by the will of the people.

ANTHONY HODGES commented on MEMBER WEEKLY's relocation to the County Commission and diversity issues. He feels that MEMBER WEEKLY has never given him any respect.

The meeting adjourned at 12:19 p.m.

Respectfully submitted:


Gabriela Portillo-Brenner, Deputy City Clerk
February 23, 2007


Beverly K. Bridges, Acting Secretary