

**RIGHT OF WAY SERVICES CONTRACT
FOR
RANCHO DRIVE COMPLETE STREET IMPROVEMENTS**

THIS CONTRACT is made and entered into this day _____, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 495 S. Main Street, Las Vegas Nevada 89101, and HARBINGER LAND, LLC, an Oklahoma limited liability company (the "Consultant"), whose address is 229 Chrystie St, Suite 301, New York, NY 10002.

PROJECT DESCRIPTION: Right of Way services for the Rancho Drive Complete Street Improvements project. Said project improvements include the design and construction of complete street improvements that include rehabilitating the existing pavement, improving the existing intersections, sidewalk widening, bicycle lanes, utility relocation, adding street trees and enhanced street lighting, and adding any other related necessary appurtenances.

WITNESSETH:

WHEREAS, the City intends to construct the RANCHO DRIVE COMPLETE STREET IMPROVEMENTS (23.MWA458.C1-JH) (herein the "Project"); and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below and in the exhibits attached hereto; and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires the Consultant to control and have no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the knowledge, skills and experience to perform the services hereinafter set forth within the time required under this Contract;

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:

1.0 CONSULTANT RESPONSIBILITIES

- 1.1 Description of Consultant's Services.** For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, Exhibit "A" attached hereto and incorporated herein as a part of this Contract and, if so requested, the additional services set forth in the Compensation, Exhibit "E" attached hereto and incorporated herein as a part of this Contract and to provide the submittals described in the Required Submittals Exhibit "B," attached hereto.
- 1.2 Performance Standards.** In performing the services set forth in this Contract, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Contract.
- 1.3 Document Review.** The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for conformance with quality control requirements, project standards and applicable federal, state and local laws and other regulations. Consultant shall also review each document for violations or infringements upon any patent rights.
- 1.4 Waiver.** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Contract or of any cause of action arising out of the performance of this Contract. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Contract.
- 1.5 Designation of Consultant's Representative.** The Consultant's representative is the individual identified in the Key Personnel List, Exhibit "F" attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this

Contract. The services specified by this Contract shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Contract is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Contract, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution to not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Contract for default as provided in Section 10.3 of this Contract.

1.6 Correspondence Review. The Consultant shall furnish the City Representative draft copies of each correspondence to be sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

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

1.8 Responsibility for Construction Document Revisions

1.8.1 Applicability. The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

1.8.2 Responsibility for Revisions. The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the estimate prepared by the Consultant. If the bids or proposed price received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of the services required under this Contract, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.2.

2.0 CITY RESPONSIBILITIES

2.1 City Representative. The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Contract. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.0 through 10.24 of this Contract.

2.2 Review of Consultant's Services and Documents. The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

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

2.4 Cooperation with Consultant. The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Contract 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 City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Contract.

3.0 CHANGES TO CONSULTANT'S SERVICES

- 3.1 **Requested Changes.** The City may at any time, by written order of the City Representative, make a change in the services to be performed by the Consultant under this Contract.
- 3.2 **Adjustment of Compensation.** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each 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 change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20.2 and 10.20.3 of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

4.0 ADDITIONAL SERVICES OF CONSULTANT

- 4.1 **Additional Services.** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Contract.
- 4.2 **Attendance at Meetings or Public Hearings.** The Consultant shall notify the City in advance of any estimated 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 Contract.

5.0 SUBCONSULTANT CONTRACT

- 5.1 **Subconsultant Provisions.** If, with the approval of the City as required pursuant to Section 10.7, the Consultant enters into an CONTRACT with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant CONTRACT a provision that:
- 5.1.1 the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,
 - 5.1.2 the subconsultant shall have no more rights against the City than that of the Consultant,
 - 5.1.3 the subconsultant agrees to be bound by the terms, conditions and obligation of this Contract unless the City has approved any deviation, change or modification in writing, and
 - 5.1.4 unless otherwise approved in writing by the City 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 in this Contract.

6.0 TERM OF CONTRACT

- 6.1 **Term.** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect for TWO YEARS (24 Months) from the date of approval unless terminated earlier pursuant to Section 10.2 or 10.3 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract. The City reserves the right to exercise an option to temporarily extend this Contract for up to thirty (30) calendar days from the expiration date, for any reason.
- 6.2 **Disputes.** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Contract 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 Contract or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

7.0 COMPENSATION AND TERMS OF PAYMENT

- 7.1 Compensation: Basic Services.** For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.4. In no event shall the fee exceed the fee identified in the Fee Breakdown, Exhibit "D" and direct salary rates, Exhibit "E," attached hereto, pursuant to invoices submitted in accordance with Section 7.5 of this Contract.
- 7.2 Multiplier. Exhibit D, Section 401.1.** provides the multiplier established for this contract. The multiplier includes costs associated with, but not limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.4 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.1.
- 7.3 Compensation: Additional Services.** For any services not set forth in the Scope of Services, the City shall pay to the Consultant on the basis of Consultant's direct salary, times the multiplier set forth in Exhibit D in accordance with Exhibit E, provided prior written approval for such services is given by the City Representative.
- 7.4 Compensation: Reimbursable Expenses.** Direct reimbursable expenses incurred by the Consultant for work performed under this Contract eligible for reimbursement include subconsultant or subcontractor services (provided the Owner has authorized, in writing, said services) and additional line items specified in Exhibit E. The Consultant agrees that all of its authorized reimbursable expenses associated with the performance of this Contract shall be billed at the actual cost incurred by the Consultant without mark-up of any kind.
- 7.5 Payment Invoicing.** The Consultant shall submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A, Section 101 (Preliminary and General Items and Exhibit D (Fee Breakdown)). The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20.1 of this Contract.
- 7.6 Right to Off-Set.** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or 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 Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.20 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.
- 7.7 Final Payment.** Upon completion of the services required under this Contract, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

8.0 PERFORMANCE SCHEDULE

- 8.1 Performance Schedule.** The Consultant shall perform and complete the services required under this Contract according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, Exhibit "C" attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

9.0 AUDIT: ACCESS TO RECORDS

- 9.1 Records.** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Contract. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Contract in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.
- 9.2 Disclosure.** The Consultant shall be 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 the written comments, if any, of the Consultant.
- 9.3 Period of Maintenance.** The books, records and other documents under Sections 9.1 and 9.2 of this Contract shall be maintained for six (6) years after the date of the final payment for the services under this Contract. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Contract, 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.
- 9.4 Subcontract Provisions.** The Consultant agrees to include Sections 9.1 through 9.3 of this Contract in all its subcontracts directly related to performance of services specified in this Contract which are in excess of \$10,000.

10.0 MISCELLANEOUS PROVISIONS

- 10.1 Suspension.** The City may suspend, without cause, the performance by the Consultant under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, Based on work performed and accepted by the City, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Contract after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the actual hourly wages or reimbursable costs directly related to execution of the Contract at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of this Contract to the Consultant and:

10.1.1 the Consultant was not a contributing cause for the suspension,

10.1.2 the Consultant has not received an equitable adjustment under another provision of this Contract, and

10.1.3 the Consultant could not mitigate the increase in the performance cost, then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

- 10.2 Termination for Convenience.** The City reserves the right to terminate this Contract without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Contract. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

10.3 Termination for Cause or Other Resolution.

10.3.1 Default. The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Contract, the Consultant:

10.3.1.1 defaults in the due observance and performance of any term, condition or covenant contained in this Contract,

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

10.3.1.3 allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Contract, and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

10.3.2 City's Rights. Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

10.3.2.1 terminate this Contract, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant any additional cost for completing this Contract. In the event the cost of finishing the Consultant's performance of this Contract exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within thirty (30) days of invoicing by the City,

10.3.2.2 terminate this Contract, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or continue with performance by the Consultant and serve within a reasonable time after completion of the Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.20.

10.3.2.3 In the event that the City elects to implement 10.3.1.2 above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.4 Ownership of Documents

The Consultant agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Consultant and the Consultant's subconsultants in connection with the Project or otherwise pursuant to this Contract (collectively, the "Documents") and all rights therein (including without limitation trademarks, trade names, rights or use and reuse, copyrights and/or all other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or Consultant terminates this Contract for any reason whatsoever). The Consultant hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Consultant hereby assigns to the City all right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that that under this Section 10.4, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

The Consultant further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the City under the terms of a separate written Contract executed by the Consultant and the City. The Consultant shall place a conspicuous notation upon each such Document that indicates that the copyright thereto is owned by the City.

City agrees to waive any and all claims against the Consultant and to defend, indemnify, and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the City's use, reuse, or alteration by any new consultant or other agent of the City, of the Documents. The Consultant shall be entitled to retain a reproducible copy of the Documents furnished to the City; however, the Consultant shall not sell, license, or otherwise market the Documents in any way.

10.4.1 Delivery of Documents.

10.4.1.1 In the event of the completion of this Contract and upon the City's payment in the services rendered by the Consultant, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including,

without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

10.4.1.2 In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.20 of this Contract for any disputed payment claims.

10.4.2 Confidentiality. The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Contract shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Contract.

10.4.3 Contractual Rights. Notwithstanding the provisions of 10.4.2 above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.5 Insurance

The Consultant shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

10.5.1 Industrial/Workers' Compensation Insurance protecting the Consultant and the City from potential Consultant employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Consultant is a sole proprietor, it will be required to submit an affidavit indicating that the Consultant has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Consultant's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

10.5.2 Commercial General Liability Insurance (bodily injury, property damage) with respect to the Consultant's agents assigned to the activities performed under this Contract in a policy limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Consultant's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

10.5.3 Commercial Automobile Liability Insurance of limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Consultant and any auto used in the performance of services under this Contract. The policy must insure all vehicles owned by the Consultant and include coverage for hired and non-owned vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Consultant's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

- 10.5.4 Professional Liability Insurance** (Errors and Omissions Coverage). This 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 Contract.
- 10.5.5** The Consultant must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Consultant shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Consultant shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or its designated certificate tracking service if so requested.
- 10.5.6** All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Consultant and/or insurance carrier shall provide the City with a 30-day advance notice of a material reduction in policy coverage, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".
- 10.5.7** 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. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Consultant, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- 10.5.8** All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed Twenty-Five Thousand (\$25,000) without the prior written approval of the City.
- 10.5.9** **Consultants requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Consultant is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**
- 10.5.10** If the Consultant fails to carry the required insurance, the City may (i) order the Consultant to stop further performance hereunder, declare the Consultant in breach, pursuant to Section E-5, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Consultant or charge the replacement insurance costs back to the Consultant.
- 10.5.11** Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- 10.5.12** The Consultant is encouraged to purchase any additional insurance it deems necessary.
- 10.5.13** The Consultant is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Consultant, its subcontractors or anyone employed, directed or supervised by the Consultant.
- 10.5.14 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 Contract and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.5 for the duration of this Contract. Claims made insurance (Professional Liability-10.5.4) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

10.6 Indemnity

- 10.6.1 Claims Not Based Upon or Arising out of Professional Services.** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant,

its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnitees as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

10.6.2 Claims Based Upon or Arising out of Professional Services. Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnitees, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount proportionate to the liability of the Consultant.

As used in this Section 10.6, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the Contract pertains.

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

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

10.9 Consultant Warranties. The Consultant hereby represents and warrants that:

- 10.9.1** it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Contract; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Contract, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,
- 10.9.2** it holds a license, permit or other special license to perform the services included in this Contract, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,
- 10.9.3** its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Contract, and
- 10.9.4** it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "H" (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 "H," the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "H" 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 Contract whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Contract.

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

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

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 Contract 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.

10.13 Certification – No Israel Boycott. By signing this Contract, Company certifies that, at the time of Contract signature, it is not engaged in, and agrees for the duration of the Contract, not to engage in a boycott of the State of Israel.

"Boycott of Israel" means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

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

10.15 Confidentiality. The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as Confidential Information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The 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 relieving the Consultant of its confidentiality obligation imposed herein.

10.15.1 Definition. The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others and shall include the terms of this Contract. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

10.15.2 Requirements. Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Contract by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after

the expiration or termination of the Agreement, except with respect to Confidential Information that constitutes "trade secrets" under applicable law for which this Section shall survive indefinitely.

10.15.3 Nevada Public Records Act. Consultant acknowledges that City is a government entity subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statute ("NPRA") and that certain Confidential Information may be subject to the NPRA. Therefore, notwithstanding anything to the contrary contained in this Agreement or that (i) the City is subject to the requirements and obligations for disclosure of the NPRA; (ii) certain records of the City are subject to inspection and reproduction by the general public, Consultant shall nevertheless continue to treat all Confidential Information confidential pursuant to the terms of this Agreement. Consultant, therefore agrees (i) that any disclosure of Confidential Information by the City pursuant to the NPRA shall not be a violation, waiver, and/or a default whatsoever of this Agreement by the City; and (ii) any disclosure of Confidential Information by the City pursuant to the NPRA is permitted under this Agreement and shall not waive or relieve Consultant's ongoing contractual obligations under this Agreement. For the avoidance of doubt, any Confidential Information disclosed by the City pursuant to the NPRA shall still remain subject to the confidentiality obligations stated in this Agreement. In the event City receives any subpoena, demand, or request under the NPRA or other public records law for any Confidential Information or other data or information received by City from Consultant that was received in connection with any services performed by Consultant, City will immediately notify Consultant of such subpoena, demand or request and reasonably cooperate with any efforts by Consultant to assert any available defenses to disclosure. In no event shall City make disclosure of such information before ten (10) business days have elapsed from the date City notifies Consultant of the subpoena, demand, or request in order to provide Consultant with a reasonable opportunity to seek judicial intervention concerning the potential disclosure of Consultant's Confidential Information and/or trade secret information. If Consultant informs City in writing of Consultant's intent to seek a court order barring disclosure, City agrees to withhold the requested information, to the extent permitted by the NPRA, pending court resolution of the matter, or interim order by a court. Whenever a requesting party pursues legal action to compel disclosure of Confidential Information or other data or information received by City from Consultant, Consultant will bear responsibility for all costs of defending such legal action.

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 this Contract 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, amendments, and change orders to this Contract are null and void unless reduced in writing and signed by the parties hereto.

10.18 Notice. Any written notice required to be given under Sections 1.0 through 10.24 of this Contract shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Contract.

10.19 Prohibition Against Contingent Fees. The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Contract with the agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Contract 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 Claim or Dispute Resolution

10.20.1 Notice of Claim or Dispute. For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.2 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.20.3 of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20.2 or 10.20.3, the Consultant shall proceed diligently with the performance of this Contract.

10.20.2 Resolution by Management. The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20.1 in an attempt to resolve the claim or dispute to the mutual satisfaction

of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20C. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

10.20.3 Resolution by Mediation. Upon receipt of the request to mediate authorized pursuant Section 10.3.2 or Section 10.20.2, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

10.20.4 Right of Judicial Action. Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of mediation required herein may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

10.21 Attorney Fees. The City or the Consultant as the prevailing party that brought any litigation or arbitration to enforce the provisions of this Contract shall be entitled to reasonable attorney fees and court costs.

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

10.23 Exhibits. All exhibits referenced in this Contract are hereby incorporated by this reference as a part of this Contract. Any conflict between the provisions of this Contract and the Exhibits incorporated herein shall be governed by the provisions of this Contract.

10.24 Counterparts; Electronic Delivery. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

10.25 Contract Version. This document reflects the current standard provisions for the City's Professional Services Contract updated as of August 2020.

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

CITY OF LAS VEGAS

By: _____
Tonya Kemble, Manager, Purchasing & Contracts Date

ATTEST

By: _____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 9/14/22
Deputy City Attorney Date

John S. Ridilla
Chief Deputy City Attorney

CONSULTANT – HARBINGER LAND LLC

By: Bobby Simpson 9/24/2022 | 9:46 AM CDT
Bobby Simpson, President Date

LIST OF EXHIBITS

EXHIBIT "A"	SCOPE OF SERVICES
EXHIBIT "B"	REQUIRED SUBMITTALS
EXHIBIT "C"	PERFORMANCE SCHEDULE
EXHIBIT "D"	FEE BREAKDOWN
EXHIBIT "E"	COMPENSATION
EXHIBIT "F"	KEY PERSONNEL LIST
EXHIBIT "G"	EXAMPLE INVOICE
EXHIBIT "H"	CERTIFICATE OF DISCLOSURE

EXHIBIT "A"
SCOPE OF SERVICES**ARTICLE 100: SCOPE OF PROEJECT****100.1 SCOPE OF PROJECT**

100.1.1 The Scope of the Project applies to right-of-way services associated with the Rancho Drive Complete Street Improvements project. Rancho Drive Complete Street Improvements include but are not limited to rehabilitating the existing pavement, improving the existing intersections, sidewalk widening, utility relocation, adding bicycle lanes, street trees, and enhanced street lighting, and adding any other appurtenances necessary to complete the project.

100.1.2 Schedule for Project

100.1.2.1 It is anticipated that right-of-way services will begin October 2022 and be concluded by fourth quarter 2023, for project construction to begin first quarter 2024; however, this is subject to change.

100.2 OVERVIEW OF SCOPE OF SERVICES

100.2.1 Under this scope of services, the Right of Way Consultant will provide Project Acquisition Services from seventy (70) parcels as follows:

- 100.2.1.1** **APN(s) 139-32-501-001: Church First Christian**
Anticipated acquisition is an 'Authorization to Enter Property'.
- 100.2.1.2** **APN 139-32-514-004: Garcia Rigoberto and Mendez Karen**
Anticipated acquisition is an 'Authorization to Enter Property', and a NV Energy easement.
- 100.2.1.3** **APN 139-32-514-038: Storey**
Anticipated acquisition is an 'Authorization to Enter Property', and a NV Energy easement.
- 100.2.1.4** **APN 139-32-601-043: Rosenberg**
Anticipated acquisition is an 'Authorization to Enter Property'.
- 100.2.1.5** **APN 139-32-601-052: Maloof and Gordon**
Anticipated acquisition is an 'Authorization to Enter Property'.
- 100.2.1.6** **APN 139-32-610-004: Wong**
Anticipated acquisition is an 'Authorization to Enter Property', and a NV Energy easement.
- 100.2.1.7** **APN 139-32-610-048: Strickland**
Anticipated acquisition is an 'Authorization to Enter Property', and a NV Energy easement.
- 100.2.1.8** **APN 139-32-702-005: Rancho Orient**
Anticipated acquisition is an 'Authorization to Enter Property'.
- 100.2.1.9** **APN 139-32-702-017: BKLP Nevada**
Anticipated acquisition is an 'Authorization to Enter Property'.
- 100.2.1.10** **APN 139-32-702-026: Rancho Palomino LLC**
Anticipated acquisition is an 'Authorization to Enter Property', and a LVVWD easement.
- 100.2.1.11** **APN 139-32-710-000: Quail Park 3**
Anticipated acquisition is an 'Authorization to Enter Property', and a LVVWD easement.
- 100.2.1.12** **APN 139-32-711-000: Quail Park 2—Johnny Ribeiro**
Anticipated acquisition is an 'Authorization to Enter Property'.
- 100.2.1.13** **APN 139-32-802-008: Stovall**
Anticipated acquisition is an 'Authorization to Enter Property'.
- 100.2.1.14** **APN 139-32-802-012: Weingarten**
Anticipated acquisition is an 'Authorization to Enter Property'.
- 100.2.1.15** **APN 139-32-802-019: CMK2B**
Anticipated acquisition is an 'Authorization to Enter Property'.
- 100.2.1.16** **100.2.1.16 APN 139-32-802-020: Clark County Credit Union**
Anticipated acquisition is an 'Authorization to Enter Property', and a LVVWD easement.
- 100.2.1.17** **APN 139-32-802-035: CMK2300**
Anticipated acquisition is an 'Authorization to Enter Property', and a NV Energy easement.
- 100.2.1.18** **APN 139-32-804-001: Good Family**
Anticipated acquisition is an 'Authorization to Enter Property, and 'Right of Way'.
- 100.2.1.19** **APN 139-32-804-002,003: 820 Rancho Lane LLC**

- Anticipated acquisition is an 'Authorization to Enter Property'.
100.2.1.20 APN 139-32-804-004: HJS1
- Anticipated acquisition is an 'Authorization to Enter Property'.
100.2.1.21 APN 139-32-804-005: MLCAD
- Anticipated acquisition is an 'Authorization to Enter Property'.
100.2.1.22 APN 139-32-804-006: Lady Luck
- Anticipated acquisition is an 'Authorization to Enter Property', Right of Way', and a RTC bus pad easement.
100.2.1.23 APN 139-32-804-013: Tonopah Partners
- Anticipated acquisition is an 'Authorization to Enter Property', and a NV Energy easement.
100.2.1.24 APN 139-32-897-002: Quail Park 1
- Anticipated acquisition is an 'Authorization to Enter Property', Right of Way', and a LVVWD easement.
100.2.1.25 APN 139-33-405-008: Clark County (UMC)
- Anticipated acquisition is an 'Authorization to Enter Property'.
100.2.1.26 APN 162-04-101-015: Rentchler Living Trust
- Anticipated acquisition is an 'Authorization to Enter Property', and a CLV sidewalk easement.
100.2.1.27 APN 162-04-101-016: Gupta
- Anticipated acquisition is an 'Authorization to Enter Property', and a CLV sidewalk easement.
100.2.1.28 APN 162-04-102-001: Ramirez Jose Gonzalez Jennifer
- Anticipated acquisition is an 'Authorization to Enter Property', and a CLV streetlight utility easement.
100.2.1.29 APN 162-04-102-007: JEG Family Trust
- Anticipated acquisition is an 'Authorization to Enter Property', and a CLV streetlight utility easement.
100.2.1.30 APN 162-04-210-035: Vandinter David
- Anticipated acquisition is an 'Authorization to Enter Property', and a LVVWD easement.
100.2.1.31 APN 162-04-210-037: 14 Crescent LLC
- Anticipated acquisition is an 'Authorization to Enter Property'.
100.2.1.32 APN 162-04-210-038: Vasquez
- Anticipated acquisition is an 'Authorization to Enter Property', and a CLV sidewalk easement.
100.2.1.33 APN 162-04-310-001: Fulgencio
- Anticipated acquisition is an 'Authorization to Enter Property'.
100.2.1.34 APN 162-04-310-002: Popple Jane
- Anticipated acquisition is an 'Authorization to Enter Property'.
100.2.1.35 APN 162-04-310-003: Bonaventure James
- Anticipated acquisition is an 'Authorization to Enter Property'.
100.2.1.36 APN 162-04-310-004: Sandridge Family Trust
- Anticipated acquisition is an 'Authorization to Enter Property', and a NV Energy easement.
100.2.1.37 APN 162-04-310-005: Travelers Trust and David Ayers
- Anticipated acquisition is an 'Authorization to Enter Property'.
100.2.1.38 APN 162-04-310-006: Caraballo
- Anticipated acquisition is an 'Authorization to Enter Property'.
100.2.1.39 APN 162-04-310-007: Coture-Woodbury Suzanne and Bruce
- Anticipated acquisition is an 'Authorization to Enter Property'.
100.2.1.40 APN 162-04-312-001: O'Steen Shelli M
- Anticipated acquisition is an 'Authorization to Enter Property'.
100.2.1.41 APN 162-04-312-002: Murphy George and Wong Grace
- Anticipated acquisition is an 'Authorization to Enter Property', and a NV Energy easement.
100.2.1.42 APN 162-04-312-003: McAllister Ed
- Anticipated acquisition is an 'Authorization to Enter Property'.
100.2.1.43 APN 162-04-312-004: Ayres Travis and Donock Karla
- Anticipated acquisition is an 'Authorization to Enter Property'.
100.2.1.44 APN 162-04-312-005: Grenkow Deanna
- Anticipated acquisition is an 'Authorization to Enter Property'.
100.2.1.45 APN 162-04-312-006: Kavanagh Kevin
- Anticipated acquisition is an 'Authorization to Enter Property', and a NV Energy easement.
100.2.1.46 APN 162-04-312-007: Crowley Aaron
- Anticipated acquisition is an 'Authorization to Enter Property'.
100.2.1.47 APN 162-04-312-008 and 162-04-410-021: Tao Xin and Ding Yaoqun
- Anticipated acquisition is an 'Authorization to Enter Property'.
100.2.1.48 APN 162-04-410-001: Nguyen Kelly Trust

- Anticipated acquisition is an 'Authorization to Enter Property'.
- 100.2.1.49 APN 162-04-412-002,009: Sahara Rancho Office Center**
Anticipated acquisition is an 'Authorization to Enter Property'.
- 100.2.1.50 APN 162-04-412-006: M V M Rancho Sahara Vegas LLC**
Anticipated acquisition is an 'Authorization to Enter Property', 'Right of Way', and a RTC bus pad easement.
- 100.2.1.51 APN 162-04-412-007: Southern California Int. Ent.**
Anticipated acquisition is an 'Authorization to Enter Property', 'Right of Way', a RTC bus pad easement, and a LVVWD easement.
- 100.2.1.52 APN 162-05-502-001: Bank Morgan J P**
Anticipated acquisition is an 'Authorization to Enter Property', 'Right of Way', a NV Energy easement, and a Las Vegas Valley Water District easement.
- 100.2.1.53 APN 162-05-511-017: Branson Carolyn**
Anticipated acquisition is an 'Authorization to Enter Property', 'Right of Way', and a NV Energy easement.
- 100.2.1.54 APN 162-05-513-041: Corea Family Trust**
Anticipated acquisition is an 'Authorization to Enter Property' and 'Right of Way'.
- 100.2.1.55 APN 162-05-513-042: Iniesta Bernardo**
Anticipated acquisition is an 'Authorization to Enter Property'.
- 100.2.1.56 APN 162-05-513-043: Sewaram LLC**
Anticipated acquisition is an 'Authorization to Enter Property', and a NV Energy easement.
- 100.2.1.57 APN 162-05-513-044: Iniesta Bernardo**
Anticipated acquisition is an 'Authorization to Enter Property'.
- 100.2.1.58 APN 162-05-513-045: Gonzalez Magdalena & Jacob Jr.**
Anticipated acquisition an 'Authorization to Enter Property'.
- 100.2.1.59 APN 162-05-513-046: Jayakumar Praveen and Rebecca**
Anticipated acquisition is an 'Authorization to Enter Property' and 'Right of Way'.
- 100.2.1.60 APN 162-05-513-047: Arias Marcos S & Ailsa**
Anticipated acquisition is an 'Authorization to Enter Property' and 'Right of Way'.
- 100.2.1.61 APN 162-05-615-001: Carr Sumru Gul**
Anticipated acquisition is an 'Authorization to Enter Property' and 'Right of Way'.
- 100.2.1.62 APN 162-05-615-018: Albert Heddy**
Anticipated acquisition is an 'Authorization to Enter Property' and 'Right of Way'.
- 100.2.1.63 APN 162-05-615-019: King Andrew & Sherrie Kay**
Anticipated acquisition is an 'Authorization to Enter Property' and 'Right of Way'.
- 100.2.1.64 APN 162-05-615-036: Russ Brian & Sheri J**
Anticipated acquisition is an 'Authorization to Enter Property' and 'Right of Way'.
- 100.2.1.65 APN 162-05-615-037: Kimbrell Derrick**
Anticipated acquisition is an 'Authorization to Enter Property' and 'Right of Way'.
- 100.2.1.66 APN 162-05-615-054: Twedt Andrew and Finlay Rebecca**
Anticipated acquisition is an 'Authorization to Enter Property'.
- 100.2.1.67 APN 162-05-712-043: Pittman Thomas & Agnes Trust**
Anticipated acquisition is an 'Authorization to Enter Property'.
- 100.2.1.68 APN 162-05-717-010: Pantoja Jesus**
Anticipated acquisition is an 'Authorization to Enter Property', and a NV Energy easement.
- 100.2.1.69 APN 162-05-802-009: N F C LLC**
Anticipated acquisition is an 'Authorization To Enter Property', a RTC bus pad easement, and a NV Energy easement.
- 100.2.1.70 APN 162-05-814-012: Perez-Garcia Jorge and Filina Ekaterina**
Anticipated acquisition is an 'Authorization To Enter Property', and a NV Energy easement.
- 100.2.2** If an increased scope or workload is required or encountered, the Consultant is to notify the City in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.
- 100.2.3** Right-of-Way engineering activities will be performed by the City of Las Vegas ("CITY") and will include the following; obtaining appraisals, title reports, legal descriptions, and providing all right-of-way mapping. This information will be provided as it becomes available, but no later than December 1, 2022. It is anticipated that the major CONSULTANT activities include:
- 100.2.3.1** Various forms of real property rights will be acquired as part of the project scope to include but not limited to the preparation of Waiver Valuations.
- 100.2.3.2** Property Negotiations
- 100.2.3.3** Title and Escrow Services

100.3 DETAILED DESCRIPTION OF SCOPE OF SERVICES FOR CONSULTANT

- 100.3.1** As more fully described in the following subsections, CONSULTANT will provide all services necessary to acquire title to real property in the name of the CITY, in form and substance acceptable to the CITY. CONSULTANT will maintain and provide complete and detailed records of all right-of-way activities performed in a manner acceptable to the CITY.
- 100.3.2** Complete all administrative activities and prepare all documentation sufficient to acquire the right-of-way and/or other real property rights. Obtain the CITY's review and approval of all acquisition packages, administrative settlements, and closing procedures. CONSULTANT will not commence any negotiations with landowners until the amount of Just Compensation has been established by the CITY. CONSULTANT will incorporate ninety (90) days into the schedule for negotiations and will include a minimum of three personal contacts per ownership during the first thirty (30) days of the negotiation period. If an agreement has not been reached within the first thirty (30) days of negotiations, the agent must contact the property owner at a minimum of once every two (2) weeks for a period not less than sixty (60) days unless directed otherwise by the CITY.
- 100.3.3** CONSULTANT will deliver all reports, correspondence, and documents relating to each acquisition to the CITY in both electronic format and hard copy, or as requested by the CITY. CONSULTANT will provide copies of all incoming and outgoing correspondence as requested.
- 100.3.4** CONSULTANT will maintain an electronic file with accessibility upon reasonable request by the CITY, and electronically transmit to the CITY, in a format acceptable to the CITY, bi-weekly status reports of all parcels and activities related to Right-of-Way including but not limited to property acquisitions by parcel, disposition of temporary easements or other property interests. Update electronic records bi-weekly (or as requested) and make accessible to the CITY's Right-of-Way Division and Project Management Division.
- 100.3.5** CONSULTANT will update and modify right-of-way cost estimates as needed as the acquisitions progress.
- 100.3.6** Legal Compliance. Complete and document all right-of-way activities in compliance with applicable laws [including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act)], CITY's policies and procedures, Nevada Revised Statutes and other applicable rules and regulations. The CITY retains the right to replace any or all team members on the project that fail to comply with: 1) required state or federal statutes; 2) CITY regulations and policies for acquisitions for this project.

100.4 PROJECT PLANNING AND MANAGEMENT-CONSULTANT DUTIES

- 100.4.1** Preparation of a comprehensive project planning worksheet designed to ensure all project elements are considered and the work plan and client's policies are clearly understood.
- 100.4.2** Comprehensive initial project planning, including policy and budget analysis, and participation in informational meetings with the public and official representatives.
- 100.4.3** Tracking and managing all budgetary-related aspects of the project associated with CONSULTANT's Scope of Work.
- 100.4.4** Assisting the CITY with the development of administrative policies, procedures, and forms necessary to carry out the initial program.
- 100.4.5** Ongoing general consultation and project coordination with the CITY, governmental entities, and project team members.
- 100.4.6** Representation of the CITY at public meetings and hearings as requested.
- 100.4.7** Preparation of tracking reports that monitor the completion of project milestones of the various disciplines involved on the project.
- 100.4.8** Preparation and presentation of a semi-monthly status report based on the agreed-upon guidelines on information to be provided. Confer with CITY verbally on general status, problem areas, and progress.
- 100.4.9** Subcontracting for and managing any necessary disciplines as identified below in this Scope of Work.

100.5 CITY OVERSIGHT, MONITORING, AND REVIEW

- 100.5.1** The CITY's retains the right to approve team members and/or sub-contractors working on the project prior to their involvement with the project.
- 100.5.2** The CITY or its designee, may, at its discretion, review and/or monitor the right-of-way activities and services performed by the CONSULTANT. This will be for oversight as a secondary review. Primary review shall be conducted by the CONSULTANT. The CITY will notify the CONSULTANT in writing of any Project oversight monitor or reviewer under contract with the CITY. The CONSULTANT will provide in a timely manner to the CITY any information the CITY requests to assist in the CITY's review and assessment of the progress, timeliness, adequacy, and sufficiency of the CONSULTANT's right-of-way activities. CONSULTANT shall maintain an electronic record (i.e.: diary), in a format acceptable to the CITY and readily accessible by the CITY, of all

contacts, discussions, concerns, actions taken and correspondence sent documenting all right-of-way activities completed on the project by ownership.

100.6 COMMUNICATIONS

100.6.1 In all correspondence, whether electronic or hard copy, with the owner and/or the CITY, relating to right-of-way activities include the following information (at a minimum) in a heading:

- 100.6.1.1** Project Name;
- 100.6.1.2** Assessor's Parcel Number(s); and
- 100.6.1.3** Name-of -the owner(s) of record

100.7 CONDUCT MEETINGS

100.7.1 CONSULTANT will conduct meetings twice a month at the City or as agreed to by both parties. Topics may include:

- 100.7.1.1** Appraisal;
- 100.7.1.2** Acquisitions (i.e., fee, Authorization to Enter Property ("AEP"), permanent and temporary easements)
- 100.7.1.3** Quality Assurance /Quality Control
- 100.7.1.4** The schedule for **acquisition and delivery of right-of-way and/or other real property rights**
- 100.7.1.5** Deliverables: Acquisition checklist, every other week, or as instructed by the City.

100.8 OWNER/PUBLIC INQUIRIES

100.8.1 CONSULTANT will respond to property owners within one working day and to general public inquiries within two working days regarding right-of-way acquisition and relocation procedures under the Uniform Act.

100.9 PRE-ACQUISITION

- 100.9.1** The CONSULTANT will provide General Information Notices to property owners/tenants, as approved by CITY.
- 100.9.2** The CITY will provide CONSULTANT title reports for all parcels.

100.10 REAL PROPERTY ACQUISITION-CONSULTANT DUTIES

- 100.10.1** CONSULTANT shall perform the following tasks upon receipt of the CITY's approved just compensation for each acquisition:
- 100.10.2** Conduct all assigned property negotiations in accordance with the requirements of the City's acquisition policy and procedures and Uniform Act. All acquisition agents hired for this project must be qualified agents approved by the CITY's Right-of-Way Manager or designee.
- 100.10.3** All agents working as Acquisition Agents or Negotiators shall be qualified and experienced. Experience shall include acquisition and relocation activities which have been performed under the requirements of the Code of Federal Regulations (CFRs) and the Uniform Act. Senior agents are expected to have at least five (5) years professional experience directly related to right-of-way. Agents shall be adequately supervised by a qualified CONSULTANT Acquisition Manager who has extensive experience and knowledge of pertinent CFRs and the Uniform Act. All agents must be fully qualified to perform the duties assigned.
- 100.10.4** Prepare a working file for each acquisition following the City's policies and procedures. Provide the CITY with direct access to a maintained and regularly updated electronic file containing the negotiator's diary for each owner documenting each owner contact with the date, time, location, persons present and subjects discussed during each contact.
- 100.10.5** Ensure all title reports are current and updated as requested by the City.
- 100.10.6** Verify negotiation data by reviewing and verifying right-of-way engineering data, title and appraisal reports, deeds, legal descriptions, parcel maps and conducting field reviews. Identify all title exceptions and subordinate rights to be cleared and obtain necessary documents to clear these from title. Conduct field review of the acquisition.
- 100.10.7** Make initial contact with owners to gather pertinent data, lease facts, and any other pertinent information to start the negotiation/relocation process.
- 100.10.8** Identify lessees, licensees, occupants, or other parties with potential compensable interests and if appropriate, after consultation with the CITY, negotiate with such parties for the acquisition of their compensable interests. Provide timely response to the

verbal or written inquiries of any, lessee, licensee, occupant or other holder of a compensable interest, as applicable, not more than two (2) working days after the inquiry.

100.10.9 Prepare acquisition packages in accordance with the City's policies and procedures.

100.10.10 Prepare and deliver documents to the property owner, tenants of any compensable interest, as applicable, and obtain their execution of the same. Obtain notarization of all signatures on documents to be recorded, in accordance with Nevada law. All owners of record need to sign the conveying document. If new parties of interest are discovered during negotiations or vesting other than what was indicated on the original documents, CONSULTANT shall contact the CITY as to how to proceed. The acquisition file shall be revised to include all corrected grantors and all appropriate forms, deeds and other documents will be revised accordingly.

100.10.11 Submit a sample acquisition package to the CITY, for review and approval prior to starting the acquisition process. Such package shall be reviewed and returned to CONSULTANT with comment or direction for corrections within five (5) working days. CONSULTANT shall make all recommended corrections prior to contacting any owner. This package shall include only applicable City approved forms. Make every reasonable effort to meet with owners as soon as possible after receipt of acquisition approval from the CITY. As much as possible, CONSULTANT shall meet owners in person to present the acquisition packages. When owners are outside the local area the initial offer may be made by email or certified mail return receipt requested. In such cases the agent shall follow up within three (3) business days to ensure the owner understands the details of the project, its effect on the property, the amount of the offer and the owner's rights under the Uniform Act. Such contacts shall be clearly documented in the Agent's parcel diary.

100.10.12 Negotiations for acquisition shall include explaining the acquisition process, answering questions, addressing concerns, problem solving, coordinating meetings and field inspections with appropriate staff, or public agency. Allow a reasonable amount of time at least thirty (30) days for the owner/tenant to consider the offer with multiple contacts being made to answer questions, research issues and concerns, resolve differences, and coordinate with CITY as needed.

100.10.13 When tenant-owned improvements have been certified and released by owner and tenant, make offers to tenants for tenant-owned improvements according to the City's policy and procedures and obtain and record a signed Mutual Release & Certification form.

100.10.14 Coordinate with title companies and open escrows on all purchases. Monitor escrows, review all escrow documents. Promptly prepare and transmit closing package to the CITY, request for payment and all appropriate documents and forms required by the escrow company to close escrow. Provide the CITY information for payment of escrow fees including an escrow invoice and supporting documentation. Ensure the CITY receives title insurance policies in the amount of the purchase cost of the land and improvements and clear title to all properties acquired when applicable. Meet owner/tenant onsite for a walk-through, obtain keys and take physical possession of property when applicable. Monitor closing of escrow to ensure timely payment to owners.

100.10.15 For rejected offers, advise the property owners, and other holders of compensable interests, or their representatives of the administrative settlement process. In all dealings with property owners and other holders of compensable interests, clearly represent and maintain that the CITY has the ultimate decision authority regarding any settlement requests. Confer with and deliver to the CITY any settlement request from property owners as applicable, including a detailed recommendation from CONSULTANT. Receive counter-offers and present them to the CITY for consideration. Assist with the negotiation of administrative settlements. Review and provide a written recommendation together with supporting documentation on all counter proposals submitted by the property owners to the CITY for review and prepare settlement packages. Deliver the administrative settlement request and CONSULTANT's recommendation with supporting documentation to the CITY within ten (10) working days of receipt of the request. Remain open to all reasonable settlement requests (that comply with the regulations as outlined herein) that are feasible and are justified and will help expedite the right-of-way acquisition process.

100.10.16 Where agreements cannot be reached, consult with the CITY as needed. Upon approval of the CITY to proceed with condemnation, prepare condemnation packages as required including Negotiator's Report. Provide complete condemnation packages to the CITY Right-of-Way Manager. Prepare for and attend meetings with the City Attorney Office, as requested, to brief on all conditions and progress of the acquisition. Prepare the proper noticing letters and when applicable the letter rescinding offer, upon receipt of proper notice from the CITY. When applicable and approved by the CITY, Prepare "Rent to Hold Vacant Agreement" and obtain owners signatures on documentation required for "Rent to Hold Vacant Agreement", as needed.

100.10.17 Should any parcel being acquired require condemnation services for litigation, these services shall be covered through additional services.

100.10.18 Deliverables:

100.10.18.1 Acquisition Closing Package

100.10.18.2 Escrow Closing Package

100.10.18.3 Acquisition Files

100.10.18.4 Condemnation Package

100.11 TITLE & ESCROW COORDINATION

- 100.11.1** Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
- 100.11.2** Provide escrow officer with fully executed acquisition agreement and notarized deed(s).
- 100.11.3** Work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions. Assist escrow to secure full or partial reconveyance or subordination instruments from lien holders of record.
- 100.11.4** Review settlement statement for accuracy.
- 100.11.5** Coordinate with CITY the deposit of acquisition amount and estimated closing costs with escrow.
- 100.11.6** After the closing, review the title insurance policy for accuracy.
- 100.11.7** Prepare and mail a letter to County Assessor requesting cancellation of taxes if appropriate
- 100.11.8** NOTE: When a property is obtained by an order of occupancy through court, a pictorial inventory shall be immediately performed, as requested by City only.
- 100.11.9** Deliverables: All Right-of-Way documentation for acquisitions as required and all documentation included as specific deliverables in the sections above.

ARTICLE 101: SUBCONTRACTS

- 101.1** The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all sub-subconsultant contracts at all tiers, the provisions of this Contract related to the City's and Consultant's rights (including copyright), ownership and uses of the concepts, designs, documents, intellectual property, and tangible property.

ARTICLE 102: REGULATORY AUTHORITIES

- 102.1** The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of the Department of Public Works, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Capital Project Management Section of the Department of Public Works does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section of the Department of Public Works. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

END OF EXHIBIT "A"

EXHIBIT "B"
REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

- 200.1** When requested by the City, electronic files shall accompany hard copies for all submittals referenced in this paragraph unless otherwise directed by the City. All cost estimates shall be provided in Microsoft Excel format, all schedules in Microsoft Project format, all Special Provisions in Microsoft Word format, all Bid Schedules in Microsoft Excel format and all spreadsheets associated with additional service requests in Microsoft Excel format. Pdf submittals will not be accepted unless specifically requested by the City.
- 200.2** All submittal requirements are outlined in Exhibit A – Scope of Services. Consultant shall refer to deliverables or other submittal requirements outlined in Exhibit A.

END OF EXHIBIT "B"

EXHIBIT “C”
PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

300.1 The start date for the Consultant’s scope of services shall be, without any further notice requirement, the date of this Contract. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

ARTICLE 301: SCHEDULE OF SERVICES

301.1 For the services set forth in Exhibit “A” (Scope of Services), the Consultant shall accomplish the services in accordance with the following schedule:

PHASE	COMPLETION DATE	REMARKS
Acquisition	December 2024	

END OF EXHIBIT “C”

EXHIBIT “D”

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed **\$216,097.00**. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit “D” (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT

401.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Article 500), **times a multiplier of 2.57**, plus approved non-salary expenses, and Exhibit E based on the Consultant’s acceptable completion of the Scope of Services per individual task. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit “D” (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

The amounts shall not be shifted between the Not-to-Exceed Cost for each service shown unless the City Representative so authorizes in writing.

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	\$196,447.00	

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Not To Exceed Amounts
	PROJECT PLANNING & MANAGEMENT	
100.4.1	Project Planning Worksheet	\$4,000
100.4.2	Policy and Budget Analysis	\$3,000
100.4.3	Tracking of Budgetary-Related Aspects	\$3,000
100.4.4	Develop Administrative Policies, Procedures & Forms	\$2,000
100.4.5	General Consultation/Project Coordination - CITY & Project Team	\$1,500
100.4.6	Representation at Public Meetings and Hearings	\$0
100.4.7	Tracking Reports to Monitor Project Milestones	\$6,000
100.4.8	Preparation & Presentation of Semi-Monthly Status Reports & Detailed Monthly Invoices	\$12,000
100.4.9	Subcontracting for and Managing Any Necessary Disciplines	\$2,000
	SUBMITTAL	
100.7.1.4	Prepare & Submit Project Schedule	\$2,000
	CONDUCT MEETINGS	
100.7.1	Meetings with the CITY (Twice Monthly)	\$11,250
	REAL PROPERTY ACQUISITION (INCLUDING RELOCATION) AND TITLE & ESCROW COORDINATION	
100.10	Acquisition/Relocation Case Work	\$129,275
100.10.18	Prepare & Submit Deliverables	\$12,000
100.11	Title & Escrow Coordination	\$8,422
	Total Basic Services Hours 1,738	
	Total Basic Services Fee	\$196,447

ARTICLE 402: ADDITIONAL SERVICES ALLOWANCE

- 402.1** A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City shall pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.
- 402.2** Additional Services are services provided in the interests of the Project that are not set forth in Exhibit "A" (Scope of Services).
- 402.3** The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Table D-2 and Exhibit "E" (Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.
- 402.4** Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Contract to allow them as Reimbursable Expenses.
- 402.5** Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Contract.

TABLE "D-2"

ADDITIONAL SERVICES ALLOWANCE		
TOTAL NOT-TO-EXCEED COST	\$19,650.00	

END OF EXHIBIT "D"

EXHIBIT "E"**COMPENSATION****ARTICLE 500: CONSULTANT HOURLY RATES**

- 500.1** The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier specified in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs, and Exhibit E, and profit. This includes, but is not limited to, all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

CLASSIFICATION	MAXIMUM HOURLY RATE
Right of Way Director/Principal	\$60
Division/Project Manager	\$60
Senior Agent	\$50
Right of Way Agent	\$47
Right of Way Technician	\$45
Administrative Assistant	\$38

ARTICLE 501: ADDITIONAL SERVICES RATES

501.1 The cost of the following potential future Additional Services have been negotiated as of the date of this Contract.

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
			\$0
			\$0
			\$0

501.2 These Additional Services Rates are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit.

501.3 For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one (1.0)** times the amounts billed to the Consultant for such services. The Consultant may bill for their expenses in managing the Additional Service of sub-consultants, the amount of which is already included in the above Additional Service Rates or, if not listed in the above Additional Service Rates, shall be approved by the City in writing prior to the Consultant or sub-consultant providing the services.

501.4 The Consultant agrees to provide services in connection with the Project, which are in addition to those required by Exhibit "A" for Basic Services, as Additional Services if so requested by the City in writing. Such requests may include, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

ARTICLE 502: REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Contract.

502.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of one (1.0) times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

502.3 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Contract, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Contract.

502.4 If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses.

502.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, and Additional Services Rates shown in this Contract, and may otherwise only be authorized as reimbursable expenses by written amendment to this Contract. Expenses incurred prior to written authorization shall not be considered for reimbursement.

502.6 Should travel and per diem expenses be so authorized by the City:

502.6.1 Expenses shall be based on actual costs submitted for reimbursement with valid original receipts. If a receipt is not normally provided for the expense, a certification signed by the traveler shall be submitted. Submitted receipts for travel and per diem reimbursement shall name each traveler covered.

502.6.2 Rates for lodging and individual meals shall not exceed the published U.S. General Services Administration rates at Clark County, Nevada, including the 75% limitation on the day of departure and return.

502.6.3 Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.

502.6.4 Examples of expenses that will not be reimbursed include alcoholic beverages, entertainment, laundry, dry cleaning and pressing, parking fines, gratuities and tips excepting for taxicab and meals a 15% tip if shown on the receipt, costs related to making reservations or other accommodations for travel, phone calls, computer or Internet access costs, car rentals larger than mid-size and car rental insurance, air travel other than the lowest coach fair available and travel insurance, premature departure and extended stays for personal reasons, and indirect route for personal preference.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 **CITY REPRESENTATIVE:** Ed Young

600.2 **CITY REPRESENTATIVE'S SUPERVISOR:** Alan R. Riecki, PLS

ARTICLE 601: CONSULTANT'S PROJECT STAFF

601.1 The following personnel will be assigned by the Consultant to work on the Project. Any changes or additions require City approval.

601.1.1 **CONSULTANT REPRESENTATIVE:** Lori McCallum and Hugh Carroll

601.1.2 **CONSULTANT REPRESENTATIVE'S SUPERVISOR:** Bobby Simpson or Sean Tatum

601.1.3 **TECHNICIAN:** Amanda Yeaples

601.1.4 **CLERICAL:** N/A

601.1.5 **RESPONSIBLE IN CHARGE PERSON:** Bobby Simpson

601.1.6 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER:** N/A

END OF EXHIBIT "F"

EXHIBIT G
EXAMPLE INVOICE

Project Name:
Contract No.:
Purchase Order No.:
Hansen #:
Invoice Number
Period
Invoice Date:

Consultant:
Project Number:
Consultant Rep:
Consultant Phone:
CLV Project Manager:
CLV Program Manager:

Task	Description	Amount of Task	Amount Billed this Period	Amount Previously Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
1		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
					\$0.00	\$0.00			
					\$0.00	\$0.00			
2		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
					\$0.00	\$0.00			
					\$0.00	\$0.00			
3		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
					\$0.00	\$0.00			
					\$0.00	\$0.00			
4		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
					\$0.00	\$0.00			
					\$0.00	\$0.00			
5		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
					\$0.00	\$0.00			
					\$0.00	\$0.00			
6		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
					\$0.00	\$0.00			
					\$0.00	\$0.00			
7		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
			\$0.00		\$0.00	\$0.00			
					\$0.00	\$0.00			
8		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
			\$0.00		\$0.00	\$0.00			
					\$0.00	\$0.00			
	Not-to-Exceed Total Basic Services Fee	\$0.00	\$0.00						

Additional Services Allowance:									
ASR#	Total Additional Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
1	0				\$0.00	\$0.00			
2	0				\$0.00	\$0.00			
3	0				\$0.00	\$0.00			

	Total Billed to Date	Total Remaining	Percent Remaining
Basic Services:	\$0.00	\$0.00	
Authorized Additional Services:	\$0.00	\$0.00	
Unauthorized Additional Services Remaining:		\$0.00	
TOTAL AMOUNT OF INVOICE:		\$0.00	

Total PO Amount:	\$0.00
Total Contracted Amount:	\$0.00
Total Billed to Date:	\$0.00
PO Balance:	\$0.00
Contract Balance:	\$0.00

DIRECT LABOR COSTS

OTHER DIRECT EXPENSES (backup documentation required)

TOTAL	\$0.00
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TOTAL	\$0.00
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EXHIBIT "H"
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS**1. Definitions**

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion 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.

4. Incorporation

An updated and notarized Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, 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, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	
Name: Harbinger Land LLC	
Address: 229 Chrystie St, #301	City / ST / Zip: New York, NY 10002
Telephone: 405-265-5810	EIN or DUNS : 46-0975239
Block 2: Description / Subject Matter of Contract	
Services for:	Project Number: 23.MWA458.C1-JH
Block 3: <u>Type of Business</u>	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> 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	Bobby J. Simpson, President	229 Chrystie St., #301, New York, NY 10002	405-265-5810
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 Ownership/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: _____

Contracting Party Certification (Notarized signature required in event of contract award per section 4, "Incorporation")

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.

Signature

Date

Subscribed and sworn to before me this 8th day of September, 2022

Notary Signature

ALEXANDER F LIU
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LI6338309
Qualified in New York County
My Commission Expires 03-07-2024