

PROFESSIONAL SERVICES CONTRACT
FOR 230094-JH, LA MADRE FOOTHILLS & KYLE CANYON SPECIAL AREA PLANS

THIS CONTRACT is being entered into this day _____, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and **SmithGroup, LLC**, (hereinafter the "Company"), a limited liability company having its principal office at 455 North Third Street, Suite 250, Phoenix, AZ 85004..

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-12/30/2020]

This Contract sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract. This is a Non-Exclusive Contract.

(a) Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	Insert a brief summary of the contract..		
Performance Dates The Performance Period is more fully defined in Section A-2	Award Date See first paragraph	Expiration Date June 30, 2024	Option Periods
Contract Type As defined in Section B-1	The contract type is Firm Fixed Price or Lump Sum		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	Basic Services <u>\$250,000</u> Additional Services \$ <u>0</u> Total Contract Amount <u>\$250,000</u>		

(b) Contract Exhibits / Attachments	The following documents are hereby incorporated into this Contract		
Exhibit A – SCOPE OF WORK			
Exhibit B – FEES/PAYMENT SCHEDULE			
Exhibit C – ADDITIONAL COMPENSATION			

(c) City Project Manager Per Section D-4, (a)	Name Marco Velotta	Phone 702-229-4173	Email mvelotta@LasVegasNevada.GOV
Company Representative Per Section D-4, (b)	Name Brad Woodman	Phone 602-265-2200	Email Brad.Woodman@smithgroup.com

(d) City Legal Notice Representative	per Section E-1		
Company Legal Notice Representative Per Section E-1	Name & Title Brad Woodman, Manager	Address 602-265-2200	Email Brad.Woodman@smithgroup.com

A-2 Performance Period [CAO-12/30/2020]

- (a) The performance period commences on the Award Date and continues through the Expiration Date.
- (b) The City may at its sole discretion, exercise the option to renew this Contract for the periods set forth above (if any). The City shall provide written notice to the Company of such renewal(s), and the Company may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.
- (c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms**B-1 Definitions [CAO-08/28/19]**

The following definitions apply to this Contract:

- (a) “*Award Date*” means the date that a Contract becomes effective. It is the date entered into the first paragraph of a Contract upon execution by an authorized representative of the City.
- (b) “*Contract*” means this document, consisting of Sections A through E, and the exhibits and attachments attached hereto, which is binding and effective only upon execution by the City.
- (c) “*Contract Amount*” means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.
- (d) “*Deliverable*” means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide to the City under the terms of the Contract.
- (e) “*Fixed Fee Contract*” means a contract that provides for a firm price that is not subject to any adjustment on the basis of the Company’s cost experience in performing the Contract.

SECTION C – Scope of Work**C-1 Scope of Work**

Services will be provided in accordance with the Scope of Work attached as “Exhibit A”

C-2 Contract Amount / Deliverables/Schedule/Fees

- (a) The Contract Amount shall not exceed **\$250,000** including Basic Service for all plans and Additional Services.
- (b) **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 the fee in the amount of **\$250,000** for **Basic Services as detailed in Exhibit B - Fees/Payment Schedule.**
- (c) **Additional Services.** For any services not set forth in the Scope of Services, the Consultant shall receive prior written approval for additional services. Upon receiving written approval by City’s Representative, the City shall pay up to the Not-to-Exceed amount of **\$ 0** see attached Exhibit C – Additional Compensation.
- (d) **Compensation: Reimbursable Expenses.** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of the Additional Compensation. The Consultant further agrees that all of its direct and indirect expenses are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31; and the expenses do not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31.
- (e) The City will pay the amounts set forth in “Exhibit B”.

SECTION D – Special Conditions**D-1 Payment [CAO-4.2020]**

- (a) Payment Payment to the Company will be made only for the actual services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section D-3, "Invoices".
- (b) Reimbursable Travel Expenses There are no reimbursable travel expenses authorized or payable under this Contract.

D-2 Fee Revisions [CAO-08/28/19]

For the term of this Contract, fees shall remain firm.

D-3 Invoices [CAO-9/2020]

- (a) The Company will timely submit a detailed invoice to the City within thirty (30) days upon completion of Deliverables, in accordance with Section C-2, "Contract Amount/Deliverables/Schedule/Fees". Each invoice shall contain the following information:
- (i) the date of the invoice and invoice number;
 - (ii) the Purchase Order number;
 - (iii) the Contract Item against which charges are made; and
 - (iv) the performance dates covered by the invoice.
- (b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

The Company shall submit the original invoice to:

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101–2986

- (c) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section D-4, "Project Manager/Company Representative", with the following items:
- (i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and
 - (ii) copy of the applicable Deliverable associated with the invoice
- (d) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company 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 Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

- (a) The City's designated Project Manager for this Contract is named in Section A-1 (c). The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*
- (b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-5 Insurance [CAO-03/31/2022]

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
- (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company 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 Company is a sole proprietor, it will be required to submit an affidavit indicating that the Company 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 Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.
 - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000 per occurrence and \$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 Company'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.
 - (iii) Commercial Automobile Liability Insurance of limits no less than \$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 Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company 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 Company'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.
- (b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company 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.
- (c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number, the Contract description, and for internal City routing purposes only the name of the appropriate City division/department. The Company and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail "return receipt requested".

- (d) 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 Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$25,000, and Professional Liability insurance deductible or self-insured retention may not exceed \$150,000 without the prior written approval of the City.
- (f) **Companies 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 Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**
- (g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", 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 Company or charge the replacement insurance costs back to the Company.
- (h) 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.
- (i) The Company is encouraged to purchase any additional insurance it deems necessary.
- (j) The Company 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 Company, its subcontractors or anyone employed, directed, or supervised by the Company.

D-6 Warranty – Services [CAO-3/31/2022]

Company warrants that the services shall be performed, in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-7 Holidays/Weekends [CAO-01/20/16] R

The Company is excused from performance on weekends and the following legal holidays (on the actual day the holiday is observed):

Martin Luther King's Birthday
 President's Day
 Memorial Day
 Juneteenth
 Independence Day
 Labor Day
 Nevada Admission Day
 Veterans Day
 Thanksgiving Day and Friday After
 Christmas Day
 New Year's Day

D-8 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions**E-1 Legal Notice** [CAO-4/2020]

- (a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY: Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY: As Noted in Section A-1 (d) of the Contract:

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (d) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

E-2 Disputes [CAO-4/2020]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

E-3 Notice of Delay [CAO-01/20/16]

- (a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-4 Termination for Convenience [CAO-08/22/2019]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for goods and services requested by the City and actually performed by the Company.

E-5 Event of Default [CAO-12/30/2020]

- (a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the Scope of Work, (ii) fails to deliver the services within the time specified in the Purchase Order or Scope of Work or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.
- (b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-4/2020]

- (a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.
- (b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.
- (c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".

- (d) The City retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.
- (e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
 - (i) Description of services to be performed or goods to be provided.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.
 - (iv) Time or place of delivery of goods
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.
- (c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.
- (d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

- (a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-10 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections A through E of this Contract and any Attachment or Exhibit, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

E-11 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-12 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-13 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-14 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-15 Indemnification [CAO-4/2020]

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 Company 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 Company, its employees, subcontractors, agents, or anyone employed by the Company's subcontractors or agents (herein the "Company Parties"), which are not based upon or arising out of the professional services performed by the Company Parties in the performance of this Contract.

As part of its obligation hereunder, the Company 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 Company, its employees, subcontractors, or agents, for and against which the Company 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 Company of its obligation of indemnification set forth herein. If the Company or the Company's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Company is adjudicated by the trier of fact to be liable, the Company 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 Company.

Claims Based Upon or Arising out of Professional Services. Notwithstanding any of the insurance requirements set forth in Section D-5 Insurance, and not in lieu thereof, the Company shall indemnify and hold 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 "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Company

Parties, which are based upon or arising out of the professional services performed by the Company Parties in the performance of this Contract.

If the Company 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 Company 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 Company.

As used in this Section E-15, "agents" means those persons who are directly involved in and acting on behalf of the City or the Company, as applicable, in furtherance of the contract or the public work to which the Contract pertains.

E-16 Patent Indemnity [CAO-12/30/2020]

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent or other intellectual property and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, by legal counsel reasonably satisfactory to City, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

E-17 Audit of Records [CAO-5/2/12]

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

E-18 Confidentiality – City Information [CAO-4/2020]

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is

obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.

- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

E-20 Intellectual Property Rights [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

E-21 Taxes/Compliance with Laws [CAO-08/01/13]

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-22 Licenses/Registrations [CAO-01/20/16]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]

- (a) **Discrimination:** The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability,

national origin, or any other legally protected status, City may declare the Company in breach of contract and terminate Contract.

- (b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

E-24 Employment of Unauthorized Aliens [CAO-01/20/16]

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-25 Conforming Services [CAO-4/2020]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-27 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

E-28 Conflict of Interest (City Officials) [CAO-4/2020]

- (a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or

indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership and Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change.

E-29 Public Records [CAO-5/2/12]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-30 Use By Other Government Entities [CAO-01/20/16]

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

E-31 Certification – No Israel Boycott [CAO-4/2020]

(Applicable to contracts with an estimated annual amount over \$100,000)

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

"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.

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

E-32 Counterpart Signatures [CAO-08/11/2022]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

The parties agree that this Contract may be signed electronically via the City's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

E-33 Miscellaneous [CAO – 4/2020]

- (a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.
- (b) Time is of the essence of the Contract and each of its provisions.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

CITY OF LAS VEGAS

COMPANY

Signature Date

9976AB50711A4DD
Brad Woodman 5/2/2023 | 9:25 AM PDT
DocuSigned By: Brad Woodman

Signature Date

Printed Name

Brad woodman

Printed Name

Title

Manager

Title

ATTEST:

LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
John S. Ridilla 5/2/2023 | 9:20 AM PDT

B4B55ADEFB494B5...
Deputy City Attorney Date

John S. Ridilla

Printed Name

EXHIBIT A - SCOPE OF WORK

PROJECT UNDERSTANDING AND CONTEXT

The La Madre Foothills Special Area Plan and the Kyle Canyon Special Area Plan will create area-specific goals and guide future development consistent with the 2050 Master Plan with specific detail for land use and community development, the environment, economy and education, and public infrastructure and services.

Through engagement and background research the special area plans will build consensus and resolution to key opportunities and challenges unique to each community. By undertaking these two plans simultaneously, shared strategies may be applied, but tailored to their unique residents and context.

OPPORTUNITIES & CHALLENGES		
La Madre Foothills Special Area Plan	Shared	Kyle Canyon Special Area Plan
<ul style="list-style-type: none"> Evaluate land management between county and BLM Assess environmental protection measures in regards to Red Rock Conservation Area and flood control areas Enhance non-motorized connections to Lone Mountain Regional Park and other park space along the foothills, west of the beltway Create a framework of land uses that are complementary to recreation facilities and destinations outlined in the La Madre Foothills Recreation Area Management Plan Work with Councilwoman Francis Allen-Palenske on her first term and long-term priorities 	<ul style="list-style-type: none"> Create local and regional transit connections Promote sustainable urban design through dense mixed-use and commercial destination "nodes" and Transit-Oriented Development (TOD) Locate community hubs with a focus on innovation and physical/mental health to serve areas without access to existing community centers Promote Traditional Neighborhood Design (TND) in new subdivisions with an emphasis on diverse housing types, complete streets, park access, water preservation, sustainable utility provision, non-motorized connections and flood and fire control Improve youth outcomes through additional school locations, job training and after-school community centers/hubs Site a fire/Metro police station 	<ul style="list-style-type: none"> Plan local motorized/non-motorized connections for the Nah Gah Kaiv Parkway (Sheep Mountain Pkwy) Attention to tribal impact planning, identifying uses that are complementary to the Paiute Tribal Reservation Promote Transit-Oriented Development along denser corridors like Kyle Canyon/US 95 and NV-157, in order to preserve open desert land Coordinate with BLM as they sell land north of Moccasin Road to the city of Las Vegas, planning complementary land uses for adjacent Kyle Canyon parcels Determine desired land use patterns in proximity of NV-157 west to the city limit and along Nah Gah Kaiv Parkway (Sheep Mountain Parkway). Work with Councilwoman Nancy Brune on her first term and long-term priorities

PROJECT APPROACH

The company will work with the community and city staff on needs specific to La Madre Foothills and Kyle Canyon and to build constituency, create cohesion, and drive action. Company intend to use key implementation priorities from 2050 Master Plan for both areas as a starting point for Company’s discussion with you and the community:

- Land Use and Development:** Provide a diverse housing stock and create transit-oriented development nodes as a retail, entertainment and employment destination
- Environment, Parks and Open Space:** Develop more accessible parks and open space
- Economy and Education:** Focus on workforce training and job creation, locating additional school facilities in growing neighborhoods

- **Services and Facilities:** Locate additional civic facilities
- **Transportation:** Ensure a complete sidewalk network, complete streets in new subdivisions, connections to Nah Gah Kaiv Parkway (Sheep Mountain Pkwy), transit and non-motorized connections locally and regionally

Company's approach to this process emphasizes Company's core capacity as connectors, listeners, communicators, collaborators, and planners. Company intend to work collaboratively with you and the community as an interdisciplinary team to explore alternative ideas, and Company will synthesize a direction that best meets the needs of both La Madre Foothills and Kyle Canyon residents today and well into the future. As consultants, strategists, designers and planners, Company will continue to build upon the successes, metrics, data collection and planning models that Company co-created with you as part of the 2050 Master Plan. But that is only the starting point.

While most neighborhood plans appear exciting and dynamic, they often fail to solve the right problem. This results in engagement and planning solutions that solve the wrong problem really well. Company's approach will:

1. Build upon existing background information and research to help inform development tradeoffs
2. Develop a unique branding, communications and outreach strategy, and public outreach delivery that aligns with existing outreach efforts at the right time
3. Envision a future for La Madre Foothills and Kyle Canyon that vets potential outcomes with the Master Plan guiding principles
4. Create an Implementable Plan that outlines priorities

Company are excited to build off Company's previous work, applying the citywide Master Plan to La Madre Foothills and Kyle Canyon to create shared efficiencies in developing two new area plans simultaneously. While Company plan to create distinct brands, processes, goals, outcomes, and plans for La Madre Foothills and Kyle Canyon, Company propose to undertake many of the tasks concurrently. Company's approach and tasks, outlined in the next few pages, summarize this strategy to develop a process and plan for each area concurrently. A work plan/schedule for each plan is summarized at the conclusion of this section.

SCOPE OF SERVICES

Company propose to accommodate your five primary objectives as part of these four primary tasks:

1. Background & Research
2. Branding, Communications, & Outreach
3. Visioning
4. Plan Development

Your fifth objective, Implementation and Rezoning, will be assessed during plan development and some of these extra tasks may initiate during the core four phases of the plans or following adoption.

Phase 1: Background & Research

Shared Approach & Intent

To assist the city in its development of the La Madre Foothills and Kyle Canyon Special Area Plans, Company's team will build upon Company's knowledge of current or recently adopted related plans, studies, and laws completed by Company's team and others. From Company's extensive recent experience and knowledge of the 2050 Master Plan, Parks and Recreation Plan, and East Las Vegas Special Area Plan, Company anticipate being very efficient in this task.

City Staff Support: Coordinate with consultant on GIS data requests. Connect consultant to key stakeholders, scheduling stakeholder and city department interviews, and lead an area driving tour.

Key Consultant Deliverables: Past plan background briefing packet for advisory committee and public, suitability analysis findings, stakeholder meeting and engagement materials and resources.

Consultant Visit #1: Meet with core project team, ward 4/6 staff, and city departments to understand ongoing initiatives, priorities, opportunities, and challenges in both special areas. Driving tour with staff for each area.

La Madre Foothills Tasks:

Task 1.1 Background Information and Research Summary. Most notably researching the Red Rock Conservation Area, 2050 Master Plan areas, development agreements, BLM disposal areas, Interlocal trail agreements, La Madre Foothills recreation management, and county northwest Interlocal agreements.

Task 1.2 Suitability Analysis. Identify land suitable for development or open space preservation based on existing environmental and governmental limitations like county islands, rural preservation standards, flood control areas and conservation lands, considering ownership and sustainable utility provision. Assess potential density ranges for future disposal areas outside of Interlocal agreements.

Task 1.3 Project Team Coordination and Engagement. Establish monthly coordination calls with Councilwoman Francis Allen-Palenske and Ward 4 staff, and biweekly planning staff coordination calls. Identify key individuals that might accurately represent the community through an advisory committee. Identify local developers, business owners and community organizations to participate in stakeholder interviews and identify opportunities and challenges unique to La Madre Foothills. Meet with planning staff for a kickoff meeting and driving tour.

Kyle Canyon Tasks:

Task 1.1 Background Information and Research Summary. Most notably researching BLM land exchanges and disposal areas, CC Lower Kyle Canyon plan area, 2050 Master Plan areas, development agreements, history of PCD, and U interim zoning after annexation, NDOT plans for 157, and Paiute Tribal Land Planning to the north.

Task 1.2 Suitability Analysis. Assess future land use, upholding values of desert open space preservation, land use compatibility, and sustainable utility provision. Assess appropriate commercial and residential development patterns in proximity to NV 157 and along SMP, identifying appropriate densities and housing types within undeveloped areas of Kyle Canyon.

Task 1.3 Project Team Coordination and Engagement. Establish monthly coordination calls with Councilwoman Nancy Brune and Ward 6 staff. Establish biweekly planning staff coordination calls. Identify key individuals that might accurately represent the community through an advisory committee. Identify local developers, business owners and community organizations to participate in stakeholder interviews and identify opportunities and challenges unique to Kyle Canyon. Meet with planning staff for a kickoff meeting and driving tour.

Phase 2: Branding, Communication, & Outreach

Shared Approach and Intent

The plan will be a community-oriented special area plan completed in close coordination with the public and stakeholders from the very beginning and throughout. Outreach for La Madre Foothills and Kyle Canyon Special Area Plans will be carefully executed and done through traditional methods and innovative media to maximize community and stakeholder engagement in the planning process and build on previous and ongoing engagement efforts. Public participation processes will be inclusive to a wide range of residents, businesses and organizations, and will provide variety in meeting and discussion formats for accessibility. The project team will work closely with city and ward staff to identify integral stakeholders groups and additionally with communications staff to reach the public through virtual focus groups, earned media opportunities, social media content, and existing community events.

The branding and marketing campaign will serve as the backbone of engagement, cultivating a unique identity reflective of the character and culture of each specific community through vibrant color swatches, themes, phrases and graphics. This brand will serve outreach efforts for the Special Area Plans, and plant the seed for future marketing strategies as each community continues to grow.

City Staff Support: Office of Communications coordination with Company's team on branding and marketing materials and outreach on city platforms. City and ward staff will champion communication with stakeholders and key organizations, coordinating engagement meetings and outreach schedule based on the existing calendar.

Key Consultant Deliverables: Creation of branding and outreach materials to give to ward staff, to be distributed at existing community events. Summary of engagement findings. Public survey draft, collection, and results analysis.

Consultant Visit #2: Conduct stakeholder interviews, and the first advisory committee meeting in order to discuss opportunities and challenges and establish community goals.

La Madre Foothills Tasks

Task 2.1 Branding and Market Strategy. In consultation with the City's Department of Planning and Communications, create a brand and outreach approach that's unique to the character and community of La Madre Foothills.

Task 2.2 Initial Outreach. Conduct stakeholder interviews and the first advisory committee meeting in order to understand opportunities and challenges. After preliminary stakeholder interviews, walking tours, and advisory committee meetings are completed, publish and advertise a survey to the community members of La Madre Foothills.

Kyle Canyon Tasks

Task 2.1 Branding and Market Strategy. In consultation with the City's Department of Planning and Communications, create a brand and outreach approach that's unique to the character and community of Kyle Canyon.

Task 2.2 Initial Outreach. Conduct stakeholder interviews and the first advisory committee meeting in order to understand opportunities and challenges. After preliminary stakeholder interviews, walking tours, and advisory committee meetings are completed, publish and advertise a survey to the residents of Kyle Canyon.

Phase 3: Visioning

Shared Approach and Intent

Following analysis of the existing physical conditions, previous planning studies, zoning and regulatory issues, and initial community outreach, Company's planning team will continue with an iterative problem/solution phase to test alternative concepts. This phase will illustrate multiple ways to achieve the vision and goals within the identified physical and financial constraints. During this phase, the planning team will present the alternative ideas and develop a preferred plan and initial ideas for implementation. Company's team regularly uses an "alternative future" scenario planning process, as Company did during the Master Plan with Company's Place Build model. This method allows us to work with you to develop goals and objectives, assess drivers for change, and identify sources of future uncertainty. Company plan to build off the Master Plan Place Build analysis with evaluation metrics and outcomes for different build out scenarios.

Once these inputs are identified, Company will work with the community from both areas, staff and city leadership during a 2-3-day long charrette to review key themes and develop alternative scenarios that describe how the land use/space programming and recommended utilization that may be expected to change. Alternative scenarios are then used as a basis for developing conceptual-level plans and physical change recommendations that may describe buildings, streets, infrastructure, open space, and program changes in each study area. Company's planning team sees merit in conducting charrettes for both La Madre Foothills and Kyle Canyon at the same time due to location proximity and similar key players. Each will have their own targeted sessions within the larger charrette.

City Staff Support: Coordinate with consultant team on advisory committee meeting and charrette organizing and champion meeting logistics.

Key Consultant Deliverables: Scenario planning alternatives, charrette materials, and post-charrette engagement summary.

Consultant Visit #3: Host a charrette that involves design team work sessions, stakeholder work sessions, public input sessions, an advisory committee charrette wrap up session, and sharing the charrette summary on the website.

La Madre Foothills Tasks

- **Task 3.1** Creation of Goals & Objectives. Create a set of goals and objectives based on what was heard during initial engagement that ties back to the Guiding Principles of the 2050 Master Plan.
- **Task 3.2** Scenario Planning. Utilizing the Place Build model created during the 2050 Master Plan process and Urban Footprint software, analyze and prepare alternative land use frameworks in order to measure impact on transit access, walkability, emissions, household costs, and resource usage metrics.
- **Task 3.3** Visioning Charrette. Create pre-charrette and presentation materials. Coordinate a charrette that focuses on land preservation standards and designing for TOD "nodes" along denser corridors like Ann Rd and 215.

Kyle Canyon Tasks

- **Task 3.1** Creation of Goals & Objectives. Create a set of goals and objectives based on what was heard during initial engagement, that ties back to the Guiding Principles of the 2050 Master Plan.
- **Task 3.2** Scenario Planning. Utilizing the Place Build model created during the 2050 Master Plan process and Urban Footprint software, analyze and prepare alternative land use frameworks in order to measure impact on transit access, walkability, emissions, household costs, and resource usage metrics.
- **Task 3.3** Visioning Charrette. Create pre-charrette and presentation materials. Coordinate a charrette that focuses on land preservation standards and designing for TOD "nodes" along corridors like US 95, Kyle Canyon Road, Nah Gah Kaiv Pkwy (Sheep Mountain Pkwy), and traditional neighborhood developments.

Phase 4: Plan Development

Shared Approach and Intent

Based on feedback received during the charrette and previous phases, Company's team will produce a final presentation (16:9 format) and final report (8½" x 11" format) based on the template Company are creating for East Las Vegas.

Important narrative, color graphics, diagrams, and photographs will be incorporated throughout the document. In addition, all original and working planning materials including CAD, SketchUp, GIS, Illustrator, Excel, Word, and others can be delivered.

The plan will include an implementation strategy that will address how the plan will be phased and put into practice, including what groups, partnerships, or entities will be needed to advance the recommendations and govern the implementation. The implementation strategy will also identify potential policy changes to support the master plan and its goals, as well as partnerships and funding opportunities.

La Madre Foothills

- **Task 4.1** Plan Draft. Using the special area plan template created through the East Las Vegas Special Area Plan process, Company's team will create a Special Area Plan for La Madre Foothills that ties back to the City of Las Vegas 2050 Master Plan guiding principles, goals, outcomes, key actions and implementation strategies.
- **Task 4.2** Final Outreach. Prepare meeting materials and conduct advisory committee meeting #3 in order to gather feedback on draft recommendations and strategies. Open a 30-day public survey for draft review.
- **Task 4.3** Implementation. Create a unique action plan specific to the goals and objectives identified throughout the plan that can serve as a reference point for city staff. Create a set of project fact sheets that outline existing and future initiatives happening within the La Madre Foothills community, to be used as a community resource for communication, education and transparency.

Kyle Canyon

- **Task 4.1** Plan Draft. Using the special area plan template created through the East Las Vegas Special Area Plan process, Company's team will create a Special Area Plan for Kyle Canyon that ties back to the City of Las Vegas 2050 Master Plan guiding principles, goals, outcomes, key actions and implementation strategies.
- **Task 4.2** Final Outreach. Prepare meeting materials and conduct advisory committee meeting #3 in order to gather feedback on draft recommendations and strategies. Open a 30-day public survey for draft review.
- **Task 4.3** Implementation. Create a unique action plan specific to the goals and objectives identified throughout the plan that can serve as a reference point for city staff. Create a set of project fact sheets that outline existing and future initiatives happening within the Kyle Canyon community, to be used as a community resource for communication, education and transparency.

WORK PLAN

Project initiation can begin immediately, and Company anticipate an approximately 12-13 month process to ensure appropriate outreach and engagement for both special area plans. Company propose working with one primary contact at the city of Las Vegas, to ensure clear direction and scheduling of each phase. Company's team will check-in at regular intervals to review progress and understand budget implications on the process. If any additional services are needed or requested, or if project delays outside of the control of Company's team occur, this schedule and fee may need to be adjusted.

Each area's work plan is outlined separately on the following pages and aligns with the scope of work as described above.

SCHEDULE

Company see merit in strategic consultant visits to contribute to travel efficiencies, and have therefore grouped various milestones and engagement meetings together for both plans, where appropriate. With that being said, Company are flexible, and can stagger Company's visits or add in an additional meeting as city staff sees fit.

WORK PLAN KYLE CANYON

2023

2024

PHASES & TASKS		JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
PHASE 1: BACKGROUND RESEARCH														
1.1	Background & Research Summary													
	Past plan review		★											
	Planning staff kickoff and driving tour		●											
	City department interviews		●											
	Ward staff kick off meeting		●											
1.2	Suitability Analysis													
	Assess existing conditions & developable areas			★										
1.3	Project Team Coordination & Engagement													
	Establish coordination calls with CW and staff		●											
	Establish advisory committee													
PHASE 2: BRANDING, COMMUNICATION & OUTREACH														
2.1	Branding, Communications & Marketing													
	Coordinate with city office of communications			●										
	Create draft outreach strategy			●										
2.2	Initial Community Outreach													
	Stakeholder interviews				▲									
	Advisory meeting #1					◆								
	Launch public survey with communications					●	■	→						
PHASE 3: VISIONING														
3.1	Creation of Goals & Objectives													
	Summarize initial engagement findings							★						
	Formulate plan goals and objectives							★						
3.2	Scenario Plan Preparation													
	Prepare alternative land use frameworks							★						
3.3	Visioning Charrette													
	2-3 day work sessions (including advisory meeting #2)							▲ ◆						
	Charrette summary on website							★ ■						
PHASE 4: PLAN DEVELOPMENT														
4.1	Plan Draft													
	Draft plan strategies, big ideas, priorities											★		
4.2	Final Outreach													
	Virtual advisory meeting #3											◆		
	30-day draft review period/public survey											■ ★		
4.3	Implementation													
	Finalize action plan & project fact sheets													★
	PC & CC adoption													● ★

- City staff (also at mtgs below) ◆ Advisory Committee ★ Consultant Deliverable
- ▲ Stakeholder Meetings ■ Community Engagement

WORK PLAN LA MADRE FOOTHILLS

2023

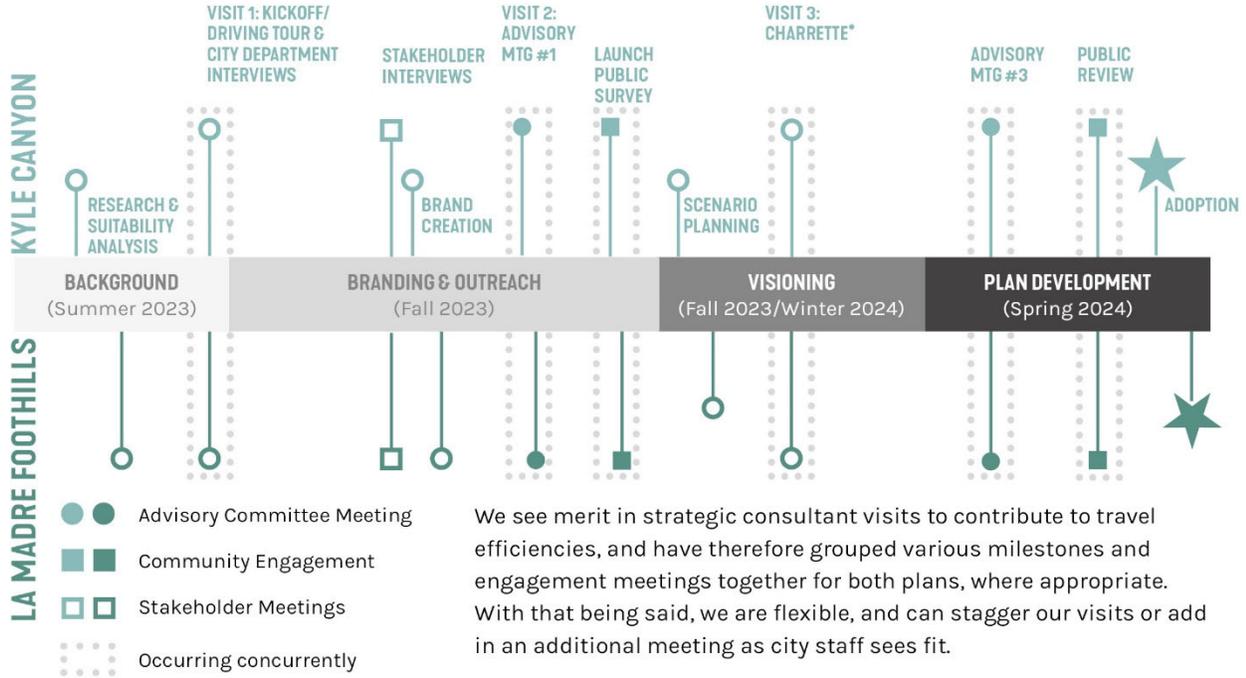
2024

PHASES & TASKS		JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
PHASE 1: BACKGROUND RESEARCH														
1.1	Background & Research Summary													
	Past plan review		★											
	Planning staff kickoff and driving tour		●											
	City department interviews		●											
	Ward staff kick off meeting		●											
1.2	Suitability Analysis													
	Assess existing conditions & developable areas				★									
1.3	Project Team Coordination & Engagement													
	Establish coordination calls with CW and staff		●											
	Establish advisory committee													
PHASE 2: BRANDING, COMMUNICATION & OUTREACH														
2.1	Branding, Communications & Marketing													
	Coordinate with city office of communications			●										
	Create draft outreach strategy			●										
2.2	Initial Community Outreach													
	Stakeholder interviews				▲									
	Advisory meeting #1					◆								
	Launch public survey with communications					●	■	→						
PHASE 3: VISIONING														
3.1	Creation of Goals & Objectives													
	Summarize initial engagement findings							★						
	Formulate plan goals and objectives								★					
3.2	Scenario Plan Preparation													
	Prepare alternative land use frameworks								★					
3.3	Visioning Charrette													
	2-3 day work sessions (including advisory meeting #2)							▲	◆	■	●			
	Charrette summary on website								★	■				
PHASE 4: PLAN DEVELOPMENT														
4.1	Plan Draft													
	Draft plan strategies, big ideas, priorities											★		
4.2	Final Outreach													
	Virtual advisory meeting #3											◆		
	30-day draft review period/public survey											■	★	
4.3	Implementation													
	Finalize action plan & project fact sheets													★
	PC & CC adoption													● ★

- City staff (also at mtgs below) ◆ Advisory Committee ★ Consultant Deliverable
- ▲ Stakeholder Meetings ■ Community Engagement

SCHEDULE

KYLE CANYON & LA MADRE FOOTHILLS SPECIAL AREA PLANS



ASSUMPTIONS

Beyond Company’s team labor and expenses, Company anticipate regular involvement from city planning staff comparable to the East Las Vegas effort, including but not limited to:

- Regular (bi-weekly) project team meetings
- Participation in community outreach
- Technical planning and zoning collaboration and review of deliverables
- City council, planning commission, and city department scheduling and collaboration
- Communication staff collaboration
- Logistics coordination with events and ward staff

EXHIBIT B – FEES/PAYMENT SCHEDULE

Date Due	Deliverable/ Milestone #	Item	Amount Allowed
June 2023	1.1	Background Info & Research Summary <ul style="list-style-type: none"> • Review past/current plans • Prepare plan background briefing packet for advisory committee and public • Planning Staff Kickoff and Driving tour • City department interviews • Ward staff kick off • Compile list of current area city initiatives/priorities 	\$20,000
June 2023	1.2	Suitability Analysis <ul style="list-style-type: none"> • base maps, existing conditions maps • BLM land disposition, environmental, preservation analysis • Identify developable areas based on existing limitations 	\$10,000
June 2023	1.3	Project Team Coordination and Engagement <ul style="list-style-type: none"> • Establish and conduct monthly coordination calls with CW and staff • Establish and conduct biweekly planning staff coordination calls • Establish advisory committee • Identify additional stakeholders for interviews, focus groups, or charrette 	\$6,000
June 2023	2.1	Branding, Communications, and Marketing Strategy <ul style="list-style-type: none"> • Coordination calls with City Communications (2) • Create project logo and brand reflective of the community aligning with CLV branding • Collaborate with City Communications on project website • Draft Outreach Strategy 	\$12,000
Oct. 2023	2.2	Initial Community Outreach <ul style="list-style-type: none"> • Prepare advisory meeting engagement materials • Stakeholder interviews - goal setting • Conduct advisory meeting #1 - discuss opportunities & challenges, SWOT, goals • Coordinate with City Communications on outreach methods/ review survey • Launch public survey • Monthly coordination calls with CW and Ward 4/6 Staff • Biweekly planning staff coordination calls 	\$32,000
Oct. 2023	3.1	Creation of Goals & Objectives <ul style="list-style-type: none"> • Summarize initial engagement findings • Formulate plan goals and objectives based on what we heard & 2050 Master Plan guiding principles 	\$14,000
Oct. 2023	3.2	Scenario Plan Preparation <ul style="list-style-type: none"> • Analyze and prepare alternative land use frameworks and impact/relationship to goals/guiding principles 	\$28,000
Oct. 2023	3.3	Visioning Charrette <ul style="list-style-type: none"> • Create pre-charrette and presentation materials • Invite attendees • Design team work sessions • Stakeholder work sessions 	\$48,000

Date Due	Deliverable/ Milestone #	Item	Amount Allowed
		<ul style="list-style-type: none"> • Public input sessions • Advisory committee charrette wrap up session • Charrette summary on website • Monthly coordination calls with CW and Ward 4/6 Staff • Biweekly planning staff coordination calls 	
Feb. 2024	4.1	Plan Draft <ul style="list-style-type: none"> • Revise special area template to be specific to community and plan brand • Summarize relationship to 2050 Master Plan Guiding Principles, outcomes, key actions and implementation strategies • Draft plan strategies, big ideas, priorities • Finalize conceptual land use/place type and street network maps from charrette 	\$38,000
Mar. 2024	4.2	Final Outreach <ul style="list-style-type: none"> • Prepare advisory meeting materials • Conduct virtual advisory meeting #3 - discuss draft recommendations • Coordinate with City Communications on draft plan review period • 30-day draft review period and public survey 	\$10,000
Apr. 2024	4.3	Implementation <ul style="list-style-type: none"> • Create detailed action plan for city staff and department coordination and priorities • Create project fact sheets to be annually updated • Monthly coordination calls with CW and Ward 4/6 Staff • Biweekly planning staff coordination calls 	\$32,000
Total Fixed Fee Amount			<u>\$250,000</u>

**EXHIBIT C
 ADDITIONAL COMPENSATION**

I. ALLOWANCE FOR ADDITIONAL SERVICES

- a. A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to 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.
- b. Additional Services are services provided in the interests of the Project that are not set forth in Exhibit “A” (Scope of Services).
- c. The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit “C” (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit “C” (Additional 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.
- d. Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit “C” (Additional Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit “C” (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment or change order to this Contract to allow them as Reimbursable Expenses.
- e. Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment or change order to this Contract.

ADDITIONAL SERVICES ALLOWANCE	
TOTAL NOT-TO-EXCEED COST	<u>\$0</u>

- f. Additional Services authorized by written amendment or change order to this Contract, and upon approved budgeted appropriations; may include, but are not limited to, the following:

Additional Services	<u>\$0</u>
Authorized by written request from City Representative Only see Exhibit C, Not –To – Exceed Amount	
Additional Engagement meetings. Additional engagement with representatives from federal, state, and independent organizations: BLM, NDOT, National Parks Service, Nevada Department of Agriculture, Nevada Division of Outdoor Recreation, Las Vegas Paiute Tribe, RTC. Additional effort may be required to work with the new Councilmembers to build connections and community relations in their ward, particularly in the rural neighborhood areas that may require a local subconsultant.	<u>\$20,000</u>
Rezoning. Assistance with identifying and mapping areas for rezoning.	<u>\$10,000</u>
Health Care Facility Siting. The planning team may initiate discussion regarding location of a health care facility or community hub, and create a schematic diagram to move the vision forward towards implementation.	<u>\$15,000</u>
Signage, Wayfinding, and Placemaking. Similar to the wayfinding plan and implementation in the Downtown, the consultant team may coordinate with the Office of Communications and DPW to refine and implement area branding through wayfinding and gateway identifiers.	<u>\$15,000</u>

Outdoor Recreational Opportunities with BLM. The planning team may partner with BLM and other federal/state agencies to develop conceptual ideas that align outdoor recreational opportunities and trailhead design opportunities.	<u>\$25,000</u>
Transit Development. Evaluate microtransit or express transit development concepts and costs in partnership with RTC. We anticipate partnering with a transit specialist to fully explore the possibilities and strategies to initiate new transit service.	<u>\$20,000</u>
Kyle Canyon Corridor Alternatives. Prepare cross section alternatives for two-mile length of Kyle Canyon corridor with local traffic engineer for baseline recommendations.	<u>\$20,000</u>
Kyle Canyon Corridor Traffic Assessment. Gather existing data and prepare a detailed traffic assessment to provide context to Corridor Assessment recommendations, supplemented by a local traffic engineer. This does not include on-site data collection or analysis.	<u>\$30,000</u>
Mixed-use Town Center Design. Our design team may take schematic designs created during the charrette process to the next level - creating a more detailed conceptual plan that visualizes site design for potential neighborhood mixed-use town centers (for US 95/Kyle Canyon and/or Ann Rd/215) similar to our approach for Desert Pines.	<u>\$15,000</u>
Additional in person visit for 2 days of meetings	<u>\$4,000</u>
Additional Planning + GIS Support	<u>\$20,000</u>
Additional implementation activities determined based on community feedback from other task deliverables	<u>\$10,000</u>