

Grand Canyon Development Partners

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May 17, 2018

Las Vegas Stadium Authority
c/o Applied Analysis
6385 S. Rainbow Blvd., Suite 105
Las Vegas, Nevada 89118

SENT VIA EMAIL

Attention: Jeremy Aguero

Re: Engagement of Grand Canyon Development Partners

Dear Mr. Aguero,

We are pleased to learn that your office has chosen to recommend Grand Canyon Development Partners (“**GCDP**”) for the stadium work to the Clark County Stadium Authority d/b/a the Las Vegas Stadium Authority (“**Authority**”). We are certainly excited about the possibility of working with you in the oversight role moving forward. This letter describes the basis on which our firm submitted a proposal for services.

1. **Client.** Our client will be the Authority and its affiliates who are a party to this matter. It is understood that this engagement and our services to the Authority is for oversight on behalf of the Authority in the review of the design, function and development process of the proposed stadium.
2. **Scope of Engagement.** The primary function of the Authority Construction Representative is to assist the Authority with questions or issues in connection with the Stadium’s development and to ensure that the project includes the elements and meets the standards set forth in the Stadium Development Agreement and SB1. GCDP will meet with Authority staff to develop the scope, reporting schedule and deliverables for the term of the engagement. GCDP shall not be required to provide general contracting services and shall not be held responsible for warranty issues or defects related to the construction of the Project, which are the responsibility of the Contractor. The engagement of services shall commence on June 1, 2018, after which the services shall continue until terminated or upon completion of the project and final payment shall be due as outlined on paragraph 4 below.
1. **Staffing.** Principal staffing for the project will be Sam Nicholson, President of Grand Canyon Development Partners; Tony Cosentino, Project Executive and main point of contact and Jack Boyle, GCDPs sports consultant plus administrative staff required to fulfill the responsibilities of this engagement. The resumes and experience of the proposed staff are outlined in the proposal dated September 29, 2017 to the Authority.

2. **Payment and Fees.** GCDP will invoice the Authority at the 1st day of each month for the previous month's services. Invoices are due and payable within twenty (20) calendar days from the receipt of invoice. Billable rate for the principal staffing will be at \$225.00/hour and administrative staff at \$75.00/hour. Maximum contract value not to exceed \$533,200.00.
3. **Expenses.** Reimbursable expenses will be invoices at cost and without mark-up. Such expenses may include, but not limited to the following:
 - a. Air travel, lodging and travel related expenses related to the project.
 - b. Large format printing of project documents
 - c. Long distance or conference call charges
 - d. Shipping and postal charges related to the project
 - e. Printing of presentation material
4. **Independent Status.** GCDP is an independent consultant. Nothing in this Agreement shall be deemed to create any form of partnership, principal-agent relationship, employer-employee relations, or joint venture between the parties hereto. GCDP and its affiliates will be responsible for all employment taxes and employment issues with consultants and will indemnify and hold the Authority and its affiliates, harmless from any employment related claims.
5. **Governing Law / Jurisdiction.** This Agreement will be governed by the laws of the State of Nevada.
6. **Professional Insurance.** Insurance coverage included in the proposal and engagement letter to the Authority is included in Attachment A.
7. **Records Retention.** After our services to the Authority conclude, GCDP will retain the records related to this engagement for a period of seven (7) years. For various reasons, including minimizing storage costs, all paper documents will be scanned and stored electronically. No paper records will be retained. If the Authority desires to take possession of the original paper or hard material, the Authority will request in writing that all paper and hard copy material be transmitted to them within 30 days after the conclusion of this engagement. If no request is made, all documents will be digitally stored and hard copies properly destroyed.
8. **Miscellaneous.** This letter represents the entire agreement between the Authority and GCDP. If any term of this letter is determined to be invalid for any reason, the remaining terms of this letter will remain in force and effect. By signing this letter, the Authority affirms that it understands that it is free to consult with counsel prior to signing this engagement letter.

9. **Consent to Use Name.** By signing below, the Authority agrees that GCDP may disclose your name publicly as a client of this company in our marketing materials, on our website or in other publicly available materials, which may include a reproduction of the Authority's logo and hyperlink to the Authority's website.
10. **Termination.** The Authority has the right to terminate this agreement at any time and for any reason provided written notice has been given at least 60 days prior to termination.

Thank you for the opportunity to provide services to the Authority. We are looking forward to helping you with a successful project. Please feel free to contact me if you have any questions.

GRAND CANYON DEVELOPMENT PARTNERS

A handwritten signature in blue ink that reads "Samuel E. Nicholson".

Samuel E. Nicholson
President

AGREED TO AND ACCEPTED:

CLARK COUNTY STADIUM AUTHORITY
d/b/a Las Vegas Stadium Authority

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Newport Beach-Alliant Insurance Services, Inc. 1301 Dove St Ste 200 Newport Beach CA 92660		CONTACT NAME: Chris Hayes PHONE (A/C, No, Ext): 949-660-5963 FAX (A/C, No): E-MAIL ADDRESS: CHayes@alliant.com	
INSURED GRANCAN-01 Grand Canyon Construction Inc. dba: Grand Canyon Development Partners 6841 S. Eastern Avenue, Suite 103 Las Vegas NV 89119		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Colony Insurance Company 39993 INSURER B : Ohio Security Insurance Company 24082 INSURER C : Lloyd's of London N/A INSURER D : NRNSIG N/A INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 422346762 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		103GL001637601	12/16/2017	12/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BZS58489999	1/9/2018	1/9/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XS171905	12/16/2017	12/16/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	NRN17944	01/01/2018	01/01/2019	<input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		ANE166853018	2/22/2018	2/22/2019	Each Claim \$ 2,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance

CERTIFICATE HOLDER Clark County Stadium Authority dba: Las Vegas Stadium Authority c/o Applied Analysis 6385 S. Rainbow Blvd., Suite 105 Las Vegas NV 89118	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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