

**SETTLEMENT AND MUTUAL RELEASE AGREEMENT
FOR DESIGN ISSUES ON THE
WASHINGTON-BUFFALO PARK PROJECT**

This Settlement and Mutual Release Agreement (“Agreement”) is made and entered into this 18TH day of May, 2011 by and between the City of Las Vegas, a municipal corporation in the State of Nevada (the “City”) and Stantec Consulting Services Inc., a New York corporation authorized to do business in Nevada, successor via merger to Stantec Consulting Inc., an Arizona Corporation (“Stantec”). City and Stantec are individually or collectively referred to herein as the “Settling Party” or “Settling Parties.”

RECITAL

WHEREAS, On October 16, 2002, City’s City Council approved a contract with Stantec (“Design Contract”) providing for professional design and bid document preparation for the Washington-Buffalo Park Phase 1 and 1A Project (“Project”); and

WHEREAS, City and Stantec, through their respective authorized representatives, have participated in negotiations related to alleged errors and omissions in the design of the Project by Stantec (collectively “Design Issues”); and

WHEREAS, without any admission of liability, the Settling Parties now desire to agree to a settlement amount to apportion costs associated with the Design Issues on the Project, and to release each other from certain claims subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing facts and terms, conditions and covenants set forth below, the Settling Parties hereto agree as follows:

**ARTICLE I
SETTLEMENT AMOUNT**

The Settling Parties hereby agree that Stantec will pay City One Hundred Four Thousand and Sixty Eight Dollars and 16/100 Cents (\$104,068.16) (“Settlement Payment”) and the City will keep One Hundred Fourteen Thousand One hundred Forty Eight Dollars and 84/100 Cents (\$114,148.84) that Stantec is owed by the City in retention for services under the Design Contract (“Retainage”)(collectively the Settlement Payment and the Retainage are referred to as “Settlement Amount”). The Settlement Amount is Two Hundred Eighteen Thousand Two Hundred Seventeen Dollars and No Cents (\$218,217.00) in consideration for execution of this Agreement by City, subject to the terms and conditions contained herein.

Stantec shall pay the Settlement Payment within thirty (30) days after approval of this Agreement by City’s City Council.

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ARTICLE II RELEASE

Release by City. City does hereby release and forever discharge Stantec and its agents, servants, representatives, officers, directors, subsidiaries and affiliated entities from all claims, demands, actions and causes of action, including claims for indemnity or contribution, relating directly or indirectly to the Design Contract or to the performance by Stantec of the services or obligations required of Stantec pursuant to the Design Contract. The provisions of this Paragraph are intended to include claims for damages or claims which are known or unknown or those which have accrued or which may accrue in the future relating to Stantec's performance or non-performance of its services or obligations under the Design Contract. It is further understood and agreed that this release includes services which have been performed as well as services, including warranty obligations, which may not have been performed as of the date hereof relating to the Design Contract. City does hereby acknowledge that Stantec has no remaining obligations pursuant to the Design Contract. This acknowledgement includes any obligations regarding latent defects or warranty obligations.

Release by Stantec. Stantec does hereby release and forever discharge City and its elected officials, officers, directors, employees and agents from all claims, demands, actions and causes of action, including claims for indemnity or contribution, relating directly or indirectly to the Design Contract or to the performance or non-performance of City obligations under the Design Contract, including any payment obligations pursuant to the Design Contract. The provisions of this Paragraph are intended to include obligations which have accrued or which may have accrued in the future relating to the Design Contract. The provisions of this Section are intended to include claims for damages and claims which are known or unknown or those which have accrued or which may accrue in the future relating to City's performance or non-performance of its obligations under the Design Contract. Stantec does hereby acknowledge that City has performed all of its obligations, including payment obligations, pursuant to the Design Contract and that they have been fully paid for all services or property provided by them.

The Settling Parties hereby represent that their attorney or other representative has explained the effect of the execution of this Agreement and based upon that explanation, the Settling Parties understand and acknowledge the legal significance and the consequences of the claims being released by this Agreement. The Settling Parties further represent that they understand and acknowledge the legal significance and consequence of the release of unknown current or future claims related to the Design Contract and/or for any claims or issues against either Settling Party arising under the Design Contract.

ARTICLE III REPRESENTATION AND WARRANTY

The Settling Parties hereby represent and warrant they have not heretofore assigned or transferred, or purported to assign or transfer, to any person not a party hereto, claims or rights as to any of the matters released and referenced herein, or any part or portion thereof. The Settling Parties further agree to indemnify and hold each other, their officers, employers, agents, representatives, and consultants harmless from and against any claim, demand, damage, liability, accounting, reckoning, obligations, costs, expense, lien, action or cause of action (including the payment of attorneys' fees and costs actually incurred, whether or not litigation has been commenced), arising out of any such assignment or transfer in violation of this representation and warranty. Stantec further agrees to defend, indemnify and hold City or its officers harmless from any claims or causes of action, known or unknown, from Stantec's subconsultant(s) related to the claim in this Agreement. City agrees to notify Stantec immediately of any claims or causes of action, which are served or received by it. Stantec's obligation to defend City

commences once notified by City or once it is notified by the claimant or litigant. Nothing contained herein is intended to release or indemnify for any claims except the claims contained in this Agreement.

**ARTICLE IV
NO ADMISSION OF LIABILITY**

It is further understood that this Agreement is a compromise of disputed claims existing between the Settling Parties and the execution of this Agreement is not to be construed as an admission of liability on the part of Settling Parties and the Settling Parties deny liability therefore and that this Agreement intends merely to avoid the cost of further litigation and buy its peace.

**ARTICLE V
COVENANT NOT TO SUE**

The Settling Parties covenant and agree they will forever refrain from instituting, prosecuting, maintaining, proceeding on or advising a lawsuit or arbitration action be commenced against the other which arises out of, or is or may be, in whole or in part, based upon, related to, or connected with Design Issues on the Project.

**ARTICLE VI
MISCELLANEOUS REPRESENTATIONS AND WARRANTIES**

1. Each Settling Party has received independent legal advice from its attorney or other representative with respect to the advisability of making the settlement provided for herein and the execution of this Agreement.
2. Neither Settling Party, nor any officer, agent, council member, partner, employee, representative, trustee or attorney of or for any Settling Party, has made any statement or representation to the other Settling Party regarding any fact relied upon entering into this Agreement and each Settling Party is not relying upon any statement, representation or promise of the other Settling Party, and officer, agent, council member, partner, employee, representative, trustee or attorney of the Settling party in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.
3. Each Settling Party to this Agreement has made such investigations of the facts pertaining to this Agreement and the settlement set forth herein, and all of the matters pertaining thereto, as it deems necessary.
4. Each Settling Party, or responsible representative thereof, has read this Agreement and understands the contents thereof. The person(s) executing this Agreement on behalf of the Settling Party is empowered to do so and thereby bind the Settling Party.
5. In entering into this Agreement and the settlement provided for herein, each Settling Party assumes the risk of any misrepresentation or mistake. This Agreement is intended to be, and hereby is, final and binding upon the Settling Parties, regardless of any claims of misrepresentations, promise made without intent to perform, concealment of act, mistake of fact or law or of any other circumstance whatsoever.

6. Each Settling Party warrants and represents that (i) this Agreement in its reduction to final written form is a result of extensive good faith arms length negotiations between the Settling Parties through their respective representatives; (ii) said representatives have carefully reviewed and examined this Agreement for execution by the Settling Parties, or any of them; and (iii) any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.
7. The Settling parties acknowledge that this Agreement represents a good faith settlement between Stantec and City, and is intended to bar all future claims by the Settling Parties that are related to the claims in this Agreement in the past and in the future.
8. The prevailing party in any action brought to enforce the terms of this Agreement shall be entitled to its reasonable attorneys' fees and costs incurred in enforcing this Agreement.
9. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the Settling Parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of Nevada.
10. This Agreement is the entire agreement between the Settling Parties with respect to the Project, and supersedes all prior and contemporaneous oral and written agreements and discussions.
11. This Agreement is binding upon and shall inure to the benefit of the Settling Parties hereto and each of their present and former respective heirs, successors in interest, agents, employees, servants, principals, council members, assigns, assignors, executors, guarantors, attorney's associates, affiliates and/or any other person or entity otherwise related or connected to the parties to this Agreement.
12. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever.
13. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same Agreement 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.

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14. The Settling Parties hereby certify that each has read all of the Agreement and fully understand the same.

IN WITNESS WHEREOF, the Settling Parties have executed this Agreement as of the day and year first written above.

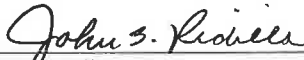
CITY OF LAS VEGAS

By: 
Oscar B. Goodman, Mayor

ATTEST:

By:  5/25/2011
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By:  4/21/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 24TH day of May, 2011, before me, the undersigned Notary Public in and for said County and State, appeared Oscar B. Goodman, as Mayor of the City of Las Vegas, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes mentioned therein.




Notary Public

Signatures Continued on Next Page

Settlement and Mutual Release Agreement for Design Issues
on the Washington-Buffalo Park Project
Signature Page

STANTEC CONSULTING SERVICES INC.

By: *Tim R. Lines*
Name: Tim R. Lines
Title: Vice president

ARIZONA
STATE OF COLORADO)
ss.
COUNTY OF ~~LARIMER~~)
MARICOPA

On this 5th day of April, 2011, before me, the undersigned Notary Public in and for said County and State, appeared Tim R. Lines, Vice President of Stantec Consulting Services Inc., known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that she did so freely and voluntarily and for the purposes mentioned therein.

Sherrri C. Chambers
Notary Public

