

FIRST AMENDMENT

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and CH2MHill, Inc., a Consultant Engineering firm (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated *March 2, 2005, (herein the "Agreement"), retaining the services of the Consultant for *preliminary engineering, final design, bidding phase support and basic construction management support services for the interlocal Contract #482 - Bus Turnout Project FY 2005 more fully described therein in connection with the improvements to be constructed at 15 Bus Turnout locations along Charleston Boulevard between Fremont Street and Nellis Boulevard and,

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to provide additional design services related to multiple revisions and relocations of bus turnouts within the project area, potholing, right of way services, and record of survey.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Agreement:

1. Exhibit "A" Scope Of Services, for detail of additional design required, is hereby attached.
2. Exhibit "C" - Manhour Estimate, with fee breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by \$81,463.00 from \$399,559.00 to \$481,022.00, is hereby attached
3. Exhibit "D" – Cost Derivation and Hourly Fee Schedule, to add Task No. 700 for additional services, is hereby attached.
4. Revised Exhibit "G" Disclosure of Ownership/Principals, is hereby attached
5. All other provisions of the Agreement remain in force and effect.

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

CITY OF LAS VEGAS

By: _____
Kathleen C. Rainey, Manager
Purchasing and Contracts
"CITY"

CH2MHill, Inc.

By: James Foss 12/28/09
Jim Foss, Vice President
"CONSULTANT"

ATTEST:

Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Richella 12/23/09
Deputy City Attorney Date

**EXHIBIT A
SCOPE OF SERVICES**

**Charleston Bus Turnouts – Contract Amendment #1
Task 700 - Additional Services Requested**

705 ADDITIONAL PROGRESS OR COORDINATION MEETINGS -

The Consultant shall attend any additional progress meetings and coordination meetings as directed by the City.

715 UTILITY POTHOLING -

The Consultant will excavate up to three (3) additional potholes within NDOT right of way to a depth of up to seven (7) feet. An encroachment permit, pavement restoration and traffic control will be provided for the potholing efforts. In addition, the potholes will be surveyed for location in the plans.

725 RECORD OF SURVEY -

As noted above

740 RIGHT OF WAY –

Consultant will prepare or update right-of-way drawings showing existing right-of-ways and easements and proposed right-of ways and easements. For all right-of way which must be acquired, Consultant will prepare deeds and legal descriptions with property maps/ exhibits showing topo areas, easements and vesting. Where existing property is to be disturbed by construction, 11x17 exhibits are to be sent to affected property owners showing the location of temporary construction and the nature of the construction.

750 DESIGN SERVICES -

Consultant will provide services as detailed below in accordance with the original contract.

- Design modifications to the Fremont Street (E) turnout to enlarge the driveway to 16' for the property APN 162-01-111-003.
- Design modifications to the Mojave Road (W) turnout to relocate the turnout east of the entrance to the Oasis Ridge Apartments.
- Due to project delays and dynamic site conditions, the plans, specifications and estimates for the Charleston Bus Turnouts, Nellis Blvd. to Fremont Street will be updated and finalized per changes within the Charleston Blvd. corridor. The plans will be updated to reflect current turnout locations, project horizontal control, ownership changes, property access changes, right of way, utility and electrical changes.
- In addition to the plans updates, the quantities and estimate will be updated with current unit costs, and the specification will include the most recent updates from the City and additional changes to Right of Way exhibits and easements.

Plans will be updated for Charleston Bus Turnouts project consistent with the original contract and scope of services. This will include revisions to the following sheets:

- COVER SHEET
- G-1 INDEX OF SHEETS, ABBREVIATIONS AND LEGEND
- G-2 GENERAL NOTES
- G-3 – G-6 HORIZONTAL CONTROL PLANS
- G-7 ESTIMATE OF QUANTITIES
- G-8 KEY MAP
- G-9 - G-15 LOCATION MAP/ELECTRICAL PLANS
- TY-1 TYPICAL SECTIONS
- R-1 - R-14 PLANS & GRADING
- R-15 – R-18 STORM DRAIN PLANS, PROFILES AND DETAILS

ASSUMPTIONS OR DELIVERABLES:

- Pre-Final Submittal (11x17 bond plans, specifications and estimate) to the City, Clark County Public Works, the Regional Transportation Commission, Nevada Department of Transportation and local utilities
- 100% Submittal (1 set 24x36 Mylar Plan sheets, stamped with approved signatures; Special Provisions (stamped); 1 set 11x17 bond with specifications and estimate to be submitted to CCPW, RTC and NDOT;
(4 sets 24x36 bond Plans and Special Provision and 1 set 11x17 bond Plans to be submitted to the City)
- Estimated Construction Schedule (Microsoft Project format); Electronic copies of Plans (AutoCAD 2002) and Estimate (Microsoft Excel)

EXHIBIT C - MANHOUR ESTIMATES / FEE BREAKDOWN
Charleston Bus Turnouts Contract Amendment #1

Contract Information: From Nellis Blvd. to Freemont Street

Consultant Information: CH2M HILL

Project Manager: John Taylor

	Cost per hour:	\$ 180.00	\$ 112.50	\$ 105.00	\$ 100.00	\$ 72.00	Hours Subtotal	Task Cost	Direct Expenses
Task No.	TASK DESCRIPTION	Project Manager	Engineer/Planner	Technician	CADD	Admin. Assistant			
750	TOP TASK								
750.01	Final Design Plans	20	80	40	60	8	208		\$1,000.00
		\$ 3,600.00	\$ 9,000.00	\$ 4,200.00	\$ 6,000.00	\$ 576.00		\$23,376.00	
750.02	Specifications and Estimates	2	24	12	16	8	62		\$20.00
		\$ 360.00	\$ 2,700.00	\$ 1,260.00	\$ 1,600.00	\$ 576.00		\$6,496.00	
750.03	Design Modifications Freemont/Mojave	4	40	12	20	8	84		
		\$ 720.00	\$ 4,500.00	\$ 1,260.00	\$ 2,000.00	\$ 576.00		\$9,056.00	
A10.04	Constructions Services	4	40	12	20	4	80		\$300.00
		\$ 720.00	\$ 4,500.00	\$ 1,260.00	\$ 2,000.00	\$ 288.00		\$8,768.00	
750.BA	Final Design Plans - Barajas & Assoc.	1	2	2	3	0	8		
		\$ 180.00	\$ 225.00	\$ 210.00	\$ 300.00	\$ -		\$915.00	
740.PJ	Property Description Revisions/Right of Way	6	30	8	8	3	55		\$10.00
		\$ 1,080.00	\$ 3,375.00	\$ 840.00	\$ 800.00	\$ 216.00		\$6,311.00	
715.AZ	Potholes (assumed 3 total)	2	10	6	6		24		
		\$ 360.00	\$ 1,125.00	\$ 630.00	\$ 600.00	\$ -		\$2,715.00	
	Total Basic Services Hours	39	226	92	133	31	521		
	Total Basic Services Fee	\$7,020.00	\$25,425.00	\$9,660.00	\$13,300.00	\$2,232.00		\$57,637.00	\$1,330.00
							TOTAL TASK HOURS		521
							LABOR COST		\$57,637.00
							DIRECT EXPENSES		\$1,330.00
							TOTAL COST		\$ 58,967.00

**EXHIBIT D – Cost Derivation and Hourly Fee Schedule
Charleston Bus Turnouts Contract Amendment #1**

Contract Information: From Nellis Blvd. to Fremont Street
Consultant Information: CH2M HILL
Project Manager: John Taylor

										Lump Sum Task Amounts
	Cost per hour:	\$ 180.00	\$ 112.50	\$ 105.00	\$ 100.00	\$ 72.00	Hours Subtotal	Task Cost	Direct Expenses	
Task No.	TASK DESCRIPTION	Project Manager	Engineer/ Planner	Technician	CADD	Admin. Assistant				
	ADDITIONAL SERVICES									
750.CT	Contingency Funds - As Needed /Authorized	0	0	0	10	0	0	0	0	
	Additional Engineering Design	24	40	52	52	28	0	0	0	\$22,496.00
	Total Additional Services - Hours	24	40	52	62	28	0	0	0	
	Total Additional Services - Fee	\$4,320.00	\$4,500.00	\$5,460.00	\$6,200.00	\$2,016.00	\$0.00	\$22,496.00	\$0.00	\$22,496.00

EXHIBIT G
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
Name	CH2M HILL, INC.
Address	2285 Corporate Circle, #200 Henderson, NV 89074
Telephone	702-369-6175
EIN or DUNS	06-324-08207

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement:	
Intralocal Contract 482- Bus Turnouts Project – Engineering Design Services	
RFP #:	482

Block 3

Type of Business

[June 2000]

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	CH2M HILL COMPANIES, LTD – 100%	9191 South Jamaica Street Englewood, CO 80112	303-771-0900
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: Active OFFICERS and DIRECTORS

Date of Attached Document: 10-13-09 Number of Pages: 1

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

*State of Nevada
County of Clark*

Jim Foss

Name

Jim Foss, Vice President

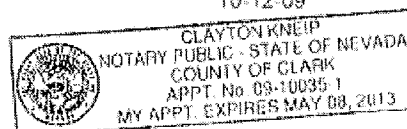
Date
10-12-09

Subscribed and sworn to before me this 12th day of

October

, 2003.

Clayton Kneip
Notary Public



CH2M HILL Legal Entities - List of Active Officers and Directors
CH2M HILL, INC.

10/13/2009

Director	Title
Dehn, William T.	BOARD OF DIRECTORS PRESIDENT
McLean, Margaret B.	BOARD OF DIRECTORS SECRETARY VICE PRESIDENT
Santee, Melanie Catherine	BOARD OF DIRECTORS SENIOR VICE PRESIDENT CHIEF FINANCIAL OFFICER
Bailey, Robert W.	SENIOR VICE PRESIDENT
Brune, Frederick M.	SENIOR VICE PRESIDENT
Card, Robert G.	SENIOR VICE PRESIDENT
Gelman, Stephen R.	SENIOR VICE PRESIDENT
Lasswell, Mark A.	SENIOR VICE PRESIDENT
Lupia, Eugene A.	SENIOR VICE PRESIDENT
McIntire, Lee A.	SENIOR VICE PRESIDENT
McKelvy, Michael E.	SENIOR VICE PRESIDENT
Spears, Mark S.	SENIOR VICE PRESIDENT
Chase, Paula W.	ASSISTANT SECRETARY
Shelton, Brian R.	TREASURER VICE PRESIDENT
Shea, JoAnn	CONTROLLER VICE PRESIDENT
Benson, Jr., Philip D.	VICE PRESIDENT
Bienliulis, Susan M.	VICE PRESIDENT
Bullock, Robert H.	VICE PRESIDENT
Finlay, Euan	VICE PRESIDENT
Galloway, Lori	VICE PRESIDENT
Harris, Michael R.	VICE PRESIDENT
Jeffcoat, W. Bakely	VICE PRESIDENT
Johnson, Lloyd W.	VICE PRESIDENT
Ruhl, Terry A.	VICE PRESIDENT
Alderson, Breck	ASSISTANT VICE PRESIDENT
Anderson, Gordon N.	ASSISTANT VICE PRESIDENT
Barber, Scott J.	ASSISTANT VICE PRESIDENT
Bauer-Martinez, John A.	ASSISTANT VICE PRESIDENT
Brubaker, Gregory F.	ASSISTANT VICE PRESIDENT
Crandall, Charles N.	ASSISTANT VICE PRESIDENT
Heinemann, Thomas J.	ASSISTANT VICE PRESIDENT
Higgins, Thomas E.	ASSISTANT VICE PRESIDENT
Lathen, Robert L.	ASSISTANT VICE PRESIDENT
Lehnen, Jeffrey D.	ASSISTANT VICE PRESIDENT
Mattheiss, Bruce	ASSISTANT VICE PRESIDENT
Orlowski, Thomas C.	ASSISTANT VICE PRESIDENT
Whealy, Robert W.	ASSISTANT VICE PRESIDENT