

**SECOND MODIFICATION
TO
ENGINEERING DESIGN SERVICES AGREEMENT
FOR TRAFFIC PACKAGE NO. 6**

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 2010, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and ORTH RODGERS & ASSOCIATES, INC., (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into a professional services agreement dated October 4, 2006, and First Modification dated November 8, 2007 (herein the "Agreement"), retaining the services of the Consultant for the design of the Traffic Package 6 project (herein the "Project") more fully described therein in connection with the improvements to be constructed at the intersections of Charleston Boulevard and Durango Drive and Charleston Boulevard and Rancho Drive and;

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to incorporate design changes due to project scope modification and additional work related to compliance with requirements established by new funding sources.

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

1. See attached Exhibit "A" Scope Of Services for detail of revised services.
2. See attached Exhibit "C" Man-Hour Estimates
3. See attached Exhibit "D" Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by \$103,585.38, from \$355,599.56 to \$459,184.94.
4. Exhibit "G" Disclosure of Ownership/Principals

5. ADD:

10.25 Counterpart Signatures

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.

6. ADD:

10.26 Certificates of Insurance

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Agreement. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) shall be provided to the City upon request.

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

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

CITY OF LAS VEGAS

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

Orth-Rodgers & Associates, Inc.

By: Richard T. Romer
Richard T. Romer, Principal
"CONSULTANT"

ATTEST:

Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 5/11/10
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

EXHIBIT A SCOPE OF SERVICES

BACKGROUND

Orth Rodgers & Associates entered into an agreement with the City of Las Vegas (City) on October 4, 2006, to provide engineering design services, preparation of Contract Drawings, Special Provisions and Cost Estimates for the Traffic Package 6 Intersection Improvements. A detailed scope of services for the Project is included in the Engineering Design Services Agreement.

This Scope of Additional Services outlines additional design work that is necessary to successfully complete the project.

TASK 910 BASIC SERVICES

Task 910 –Engineering Services

910.1: Additional Design Services

Orth-Rodgers & Associates, Inc. ("Consultant") is requesting authorization of additional services during this phase of the project. The design changes are a result of federal funding requirements and the Uniform Relocation Act right of way timeline associated with these. Due to the right-of-way timeline additional takes have to be eliminated from this design package. This will result in the elimination of right turn lanes and bus turnouts that require additional right-of-way (R/W). The additional services are as follows:

1. Updating current 90% level TP6B plans to accommodate changes noted above. This task will include removal and/or modification of all design elements that require R/W takes, including, but not limited to, right turn lanes and bus turnouts that were previously part of the design. Structural detail sheets will be modified for the proposed design changes since some walls are being eliminated and some remain. Traffic signal plans will be redesigned, interconnect and striping designs will be updated.
2. Modifications to the current design in Consultant's ACAD base file will be required to the design changes noted above.
3. Changes will include removal and replacement of design construction and removal notes on the roadway, striping and utility designs within the project.
4. Project special provisions and estimate of construction cost will require a full review for changes in specifications used and pay items required and deleted.
5. Cross-references from current plans to the proposed plans will be checked for consistency. The plan, specification and estimate (P, S & E) package will undergo Consultant's quality control review for each submittal that follows.
6. Utility coordination will be repeated with all agencies due to the addition of this intersection in this plan set.
7. Consultant will relocate existing luminaires within the project limits that do not meet current ADAAG guidelines. This estimate will provide for five (5) luminaire relocations.
8. Consultant will redesign existing driveways within unimproved areas of the project limits adjacent to mill/overlay improvements that do not meet ADA (ADAAG) guidelines.
9. It is estimated that there will be twelve (12) additional design and utility coordination meetings due to the design modifications noted. One (1) additional meeting with FAST will be required.
10. One additional submittal will be required for the client and public agencies to review a new TP6B package. Additional direct costs will be required for printing.

910.2: Additional Potholing Services

Orth-Rodgers & Associates, Inc. is requesting authorization of additional services to perform potholing of existing utilities within the project site. Utility potholing is necessary to determine the horizontal and vertical location of subsurface utilities that may be in conflict with the Project improvements. The Engineering Design Services Agreement includes utility potholing services within additional services. These additional services are as follows:

1. The project scope will consist of performing up to five (5) potholes at each intersection including Charleston/Durango and Charleston/Rancho for a total of 10 potholes. The number of potholes is provided prior to actual design modifications so it is an estimate only at this time. Following subsurface location, this pothole area will be surveyed for horizontal location and shown on the plans.
2. Services for Consultant's potholing and survey sub-consultants and services for Consultant to manage and process the utility data once it is processed and received.

910.3: Additional Surveying Services

Orth-Rodgers & Associates, Inc. is requesting authorization of additional services to perform survey at the southeast corner of the intersection at Charleston Blvd. and Rancho Blvd. This corner was developed into a Chevron gas station. R/W changes have occurred as well as the general topography at this quadrant. These additional services are as follows:

1. The project scope will consist of Consultant's surveyor field surveying the southeast corner of Charleston Blvd. and Rancho Blvd. and providing ACAD files to Consultant. Survey will include establishing R/W on this leg as well. Consultant will establish existing easements utilizing title reports provided by the City.
2. Services for Consultant's survey sub-consultant and services for OR Consultant A to manage and process the survey data once it is processed and received are included here as well.

910.4: Utility Certification

This task represents the additional effort Consultant will provide assisting the City in the utility certification process. Review of all utility conflicts and adjustments will be summarized in spreadsheet format for the City to be included in the certification letter. Additional coordination with the City via email, submittals and two (2) estimated meetings are included in this task as well.

910.5: Bid Support

During the bid process, Consultant will assist the City with the preparation of contract addenda. Addenda items requested by the City due to design changes at no fault of Consultant will be covered under this task. Consultant will provide addenda at no cost to the City if it is the result of "errors", "omissions" or the plans or specifications requiring clarifications.

910.6: Construction Support

Consultant will attend one pre-construction and one pre-bid conference meeting at the direction of the City. At City direction, Consultant will make up to 4 visits to the construction site to observe progress of the work, and consult with the City and the Contractor concerning any problems or design related issues. Consultant shall provide review of shop drawings on a time and material basis at the discretion of the City Review drawings and other data submitted by the Contractor and as required by the City. Consultant's review shall be for general conformity to the construction documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extent to means,

methods, techniques, sequences, or procedures of construction, or to safety precautions and programs. At City direction, Consultant shall answer bidder's questions that may arise during the bid plan review.

910.7: As-Builts/Redlines

The City shall provide Consultant with a marked up set of plans indicating as-built locations. Consultant will update CAD drawing files and specifications to reflect the as-built condition

TASK 920 ADDITIONAL SERVICES

Task 920 –Additional Services

920.1: Additional Engineering Design

At City direction, Consultant will provide additional design services that exceed the basic scope items noted above and within the original contract. CAD and design time to incorporate additional design is also included in this task.

**EXHIBIT C
MAN-HOUR ESTIMATES**

TASKS	DESCRIPTION	STAFF						TOTALS
		PIC	PM	PE	DE	CADD	CLER	
		RR	RM	WV	JS	KA	PR	
910	BASIC SERVICES							
910.1	Additional Design Services	8	94	48	148	96	12	406
910.2	Additional Potholing Services		10		8	24		42
910.3	Additional Survey Services		16		48			64
910.4	Utility Certification		24		32			56
910.5	Bid Support		12		22			34
910.6	Construction Support	4	24	16	32	24	4	104
910.7	As-Builts/Redlines		4			32		36
920	ADDITIONAL SERVICES							
920.1	Additional Engineering Design		24	16	40	32		112
	SUBTOTAL - SPECIAL SERVICES	12	208	80	330	208	16	854

EXHIBIT D COST DERIVATIVE AND HOURLY FEE SCHEDULE

DESCRIPTION	STAFF								Reproduction Delivery Reimbursement or Subconsultant Fee	Totals
	PIC	PM	PE	SD	TA	DE	CADD	CLER		
	RR	RM	WV	RC	LP	JS	KA	PR		
	\$176.40	\$147.00	\$117.60	\$108.04	\$99.23	\$83.05	\$59.54	\$55.86		
BASIC SERVICES										
Additional Design Services	\$1,411.20	\$13,818.00	\$5,644.80	\$0.00	\$0.00	\$12,291.40	\$5,715.84	\$670.32	\$300.00	\$39,851.56
Additional Potholing Services	\$0.00	\$1,470.00	\$0.00	\$0.00	\$0.00	\$664.40	\$1,428.96	\$0.00		\$3,563.36
Additional Survey Services	\$0.00	\$2,352.00	\$0.00	\$0.00	\$0.00	\$3,986.40	\$0.00	\$0.00		\$6,338.40
Utility Certification	\$0.00	\$3,528.00	\$0.00	\$0.00	\$0.00	\$2,657.60	\$0.00	\$0.00		\$6,185.60
Bid Support	\$0.00	\$1,764.00	\$0.00	\$0.00	\$0.00	\$1,827.10	\$0.00	\$0.00		\$3,591.10
Construction Support	\$705.60	\$3,528.00	\$1,881.60	\$0.00	\$0.00	\$2,657.60	\$1,428.96	\$223.44		\$10,425.20
As-Builts/Redlines	\$0.00	\$588.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,905.28	\$0.00		\$2,493.28
ADDITIONAL SERVICES										
Additional Engineering Design	\$0.00	\$3,528.00	\$1,881.60	\$0.00	\$0.00	\$3,322.00	\$1,905.28	\$0.00	\$0.00	\$10,636.88
COLUMN TOTALS	\$2,116.80	\$30,576.00	\$9,408.00	\$0.00	\$0.00	\$27,406.50	\$12,384.32	\$893.76	\$300.00	\$83,085.38
SUBCONSULTANTS - Additional Services										
Surveying/R-O-W/Aerial Mapping (DRC)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,500.00	\$5,500.00
Potholing Services - 10 Potholes(TBE)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
COLUMN TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,500.00	\$20,500.00
TOTAL										\$103,585.38
PIC - Principal-In-Charge CADD - CADD Technician	PM - Project Manager CLER - Clerical	PE - Project Engineer		SD - Sr. Designer		TA - Transportation Analyst		DE - Design Engineer		

EXHIBIT G
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; (e) trust – the trustee and beneficiaries.

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 Contracting Entity	Block 2 Description Subject Matter of Contract/Agreement
Name: Orth-Rodgers & Associates, Inc.	Engineering Design Services Agreement for Traffic Package No. 6
Address: 3130 S. Durango Dr., Suite 404, Las Vegas, NV 89117	
Telephone: 702-233-4060	
EIN or DUNS: 23-2077102	Agreement No. 070103-LD
Block 3 Type of Business	
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:	

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Robert M. Rodgers, Chairman of the Board	230 South Broad Street, 16th Floor Philadelphia, PA 19102	(215) 735-1932
2.	Steven B. Bolt, President	301 Lindenwood Drive, Suite 130 Malvern, PA 19355	(610) 407-9700
3.	Michael Rodgers, CEO	18 Campus Blvd., Suite 210 Newtown Square, PA 19073	(610) 355-1932
4.	Richard T. Romer, Principal	3130 S. Durango Dr., Suite 404 Las Vegas, NV 89117	(702) 233-4060
5.			
6.			
7.			
8.			

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: _____

Date of Attached Document: _____ Number of Pages: _____

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

Richard T. Romer

Name

11/19/09

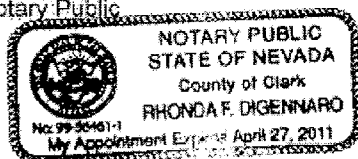
Date

Subscribed and sworn to before me this 19th day of

November, 2009

Rhonda F. DiGennaro

Notary Public



[CAO – September 2001]