

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 VTN Nevada, a Corporation (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated November 4, 2009, (herein the "Agreement"), retaining the services of the Consultant for Design Services more fully described therein in connection with the improvements to be constructed at Las Vegas Creek Lateral - Langtry Channel and,

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

1. Section 6.01 Term, delete and replace with: *Term*. This Agreement shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect from Award Date through June 30, 2011 with three one-year options to renew unless terminated earlier pursuant to Section 10.02 or 10.03 of this Agreement. Such termination shall not release either party from any of its continuing obligations under this Agreement
2. Exhibit "D" Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by \$60,330 (\$35,330 for Basic Services plus \$25,000 for Additional Services), from \$351,400 to \$411,730

3. 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

CONSULTANT

By: _____
Ken Gilbreth, P.E.
VTN Nevada

ATTEST:

Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 8/2/10
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 1: COMPENSATION AND TERMS OF PAYMENT

1.1 *General.* At the time of approval of this Agreement by the City Council, the City agrees to set aside Sixty Thousand, Three Hundred Thirty dollars (\$60,330.00) as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

1.2 *Compensation: Basic Services (Lump Sum by Task).* The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" which is completed by the Consultant. The Consultant agrees to complete each task and, if applicable, each subtask, for the amount of the lump sum set forth in Exhibit "D" regardless of the number of manhours which must be expended to complete the performance of this Agreement. The total payments to the Consultant for the completion of these tasks shall not exceed Thirty Five Thousand, Three Hundred Thirty dollars (\$35,330.00) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D".

1.3 *Compensation: Additional Services.* For the additional services set forth in Exhibit "E," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "E" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed Twenty-Five Thousand dollars (\$25,000.00) without the prior written approval of the City.

BASIC SERVICES FEE BREAKDOWN

100100-TF
Langtry Channel

TASK	DESCRIPTION	Amendment No. 1							Hours Subtotal	Direct Expenses	Sum Task Amounts
		Project Manager	Team Leader	Staff Designer	Design Technician	Land Surveyor	Survey Crew	Admin/ Clerical			
		\$170	\$145	\$120	\$110	\$150	\$210	\$70			
600	BID PHASE										
600.1	Pre-Bid Conference	0	4	4	0	0	0	0	8	\$0.00	\$1,060.00
600.2	Bid Requests and Responses	0	20	0	20	0	0	20	60	\$500.00	\$7,000.00
600.3	Bid Opening	0	0	0	0	0	0	0	0	\$0.00	\$0.00
600	Subtotal Hours	0	24	4	20	0	0	20	68		
600	Subtotal Fee	\$0.00	\$3,480.00	\$480.00	\$2,200.00	\$0.00	\$0.00	\$1,400.00		\$500.00	\$8,060.00
700	CONSTRUCTION PHASE										
700.1	Pre-Construction Meeting	0	4	4	0	0	0	8	16	\$0.00	\$1,620.00
700.2	Submittal Review	0	30	20	20	0	0	30	100	\$5,000.00	\$16,050.00
700.3	Construction Support Services	0	40	20	0	0	0	20	80	\$0.00	\$9,600.00
700	Subtotal Hours	0	74	44	20	0	0	58	196		
700	Subtotal Fee	\$0.00	\$10,730.00	\$5,280.00	\$2,200.00	\$0.00	\$0.00	\$4,060.00		\$5,000.00	\$27,270.00
	Total Basic Services Hours	0	98	48	40	0	0	78	264		
	Total Basic Services Fee	\$0.00	\$14,210.00	\$5,760.00	\$4,400.00	\$0.00	\$0.00	\$5,460.00		\$5,500.00	\$35,330.00

ADDITIONAL SERVICES FEE BREAKDOWN

100100-1F
Langtry Channel
Amendment No. 1

DESCRIPTION							HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
	Project Manager	Team Leader	Staff Designer	Design Technician	Land Surveyor	Survey Crew	Admin/ Clerical		
	\$170	\$145	\$120	\$110	\$150	\$210	\$70		
ADDITIONAL SERVICES									
Additional Design Services	0	0	0	0	0	0	0		\$5,000.00
Roadway Design	0	0	0	0	0	0	0		\$5,000.00
Construction Support Services	0	0	0	0	0	0	0		\$10,000.00
Utility Potholing	0	0	0	0	0	0	0		\$5,000.00
Total Additional Services - Hours	0	0	0	0	0	0	0		
Total Additional Services - Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$25,000.00