

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 G. C. WALLACE, INC., a Consultant Engineering firm (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated July 12, 2010, (herein the "Agreement"), retaining the services of the Consultant for engineering design services more fully described therein in connection with the improvements to be constructed at the Angel Park North Detention Basin generally located on the southwest corner of Vegas Drive and Durango Drive and,

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to provide additional design services related to storm water quality features and additional hydrologic models.

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 services is hereby attached;
2. No Changes to Exhibit "B" Required Submittals;
3. Exhibit "C" Performance Schedule is hereby attached;
4. Exhibit "D" Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by \$99,170, from \$299,460 to \$398,630;
5. Exhibit "E" Additional Compensation change is hereby amended to increase the additional compensation referenced herein by \$69,750, from \$29,590 to \$99,340;
6. No Changes to Exhibit "F" Key Personnel List;
7. Exhibit "G" Disclosure of Ownership/Principals is attached;

8. 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"

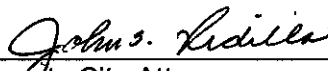
G. C. WALLACE, INC.

By: _____
Calvin L. Black
Executive Vice President
"CONSULTANT"

ATTEST:

Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

 1/25/11

Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

EXHIBIT A

SCOPE OF SERVICES

The items described below account for work outside the efforts already under contract for the Preliminary Design Phase and the 90% Design Phase.

Scope of Services

Task 400 – 70% Design Phase

- 400.1 70% Calculation Workbook – The workbook provides an intermediate step towards the preparation of the Final Design Report. Documentation of the stormwater quality design (covered above under “Stormwater Quality Design”) and hydraulic analyses will be compiled and submitted in a 70% Calculation Workbook. This report will include response to comments on the Preliminary Design Phase and any information, calculations or models that were revised since the Preliminary Design Report was submitted. This will also include results from additional geotechnical borings associated with embankment modifications at three (3) locations.
- 400.1.2 Deliverables: Submit four (4) copies of the 70% Calculation Workbook to the City, Submit one (1) copy of the 70% Calculation Workbook to CCRFCD, Submit one (1) copy of the 70% Calculation Workbook to MWH, Submit one (1) electronic copy of the entire 70% Calculation Workbook in pdf format on CD or DVD to the City.
- 400.2 70% Design Phase Plans – This submittal provides an intermediate step towards the 90% Design Phase Plans will include further refinement of the Preliminary Design Phase Submittal and response to comments from the Preliminary Design Phase. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% Design Phase Plans shall include, but not be limited to the following:
- City Standard Cover Sheet identifying Project Participants
 - Note sheet with plan index, vicinity map, benchmark, and basis of bearings
 - Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
 - Abbreviations and Symbols
 - Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
 - Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
 - Grading Plans
 - Typical Cross Section Sheets
 - Removal Plans
 - Storm Water Quality Sheets
 - Detail Sheets
- 400.2.1 Deliverables: Submit two (2) full size sets (24" X 36") and twelve (12) half size sets (11" X 17") of the 70% Design Phase Plans to the City; Submit, one (1) full size set (24" X 36") and two (2) half size sets (11" X 17") of the 70% Design Phase Plans to CCRFCD; Submit, one (1) full size set (24" X 36") and two (2) half size sets (11" X 17") of the 70% Design Phase Plans to MWH; Submit 70% Design Phase Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

400.3 70% Design Phase Construction Cost Estimate – a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant in the template provided by the City. The cost estimate breakdown by funding source may include, but is not limited to, the following:

- CCRFCD
- CLV General Fund

400.3.1 Deliverables: Submit the 70% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet); Submit two (2) copies of the 70% cost estimate to CCRFCD with the 70% submittal.

Task 1000 – Stormwater Quality Design

1000.1 The stormwater quality design will consist of establishment of design requirements, based on information provided by MWH in our meeting on November 15, 2010, and providing a design for a facility. It was determined that four (4) inflow points will need stormwater quality facilities: the north and south inflow wash in the north basin, the dual 12'x12' RCB inflow at the southwest corner of the south basin, and the 84-inch storm drain at the southeast corner of the south basin.

1000.1.1 Attend two (2) coordination meetings with CLV, CCRFCD, and MWH regarding the design constraints for the stormwater quality design.

1000.1.2 Determine the Water Quality Capture Volume (WQCV) for each of the four (4) inflow points based on the sample methodology calculation recommended by MWH and provided to GCW at the November 15, 2010 meeting.

1000.1.3 Detailed Hydraulic Analysis - The Consultant shall present up to three (3) conceptual alternatives for the storm water quality facilities, and develop hydraulic models for the chosen storm water quality facilities to support the facility design. The hydraulic models will provide information on the hydraulic grade line, drain time, and other pertinent hydraulic parameters.

1000.1.4 Summarize the findings and conclusions of the water quality design into the 70% Calculation Workbook and Final Design Report at 90% level. Address comments at 100% level.

1000.1.5 Incorporate a stormwater quality design feature into the contract documents for the inflow at the four (4) specified locations.

1000.1.6 Submit to CLV and CCRFCD for review with the 70% level, 90% level, and 100% level project submittals.

Task 1100 – Probable Maximum Flood (PMF) Analysis

1100.1 Probable Maximum Flood (PMF) Analysis will consist of revising and augmenting existing hydrologic modeling including updating drainage basin mapping and HEC-1 modeling to provide analysis of the probable maximum flood (PMF) that will impact the Angel Park Detention Basin. The hydrologic analysis shall be consistent with the Clark County Regional Flood Control District's *Hydrologic Criteria and Drainage Design Manual*.

1100.1.1 Prepare PMF Analysis (including PMP calculation, determination of tributary watershed)

1100.1.2 Prepare PMF HEC-1 Model.

1100.1.3 Prepare a Drainage Basin Exhibit for the PMF basins.

1100.1.4 Review PMF flow impacts to existing spillways and evaluate conceptual options for spillway modification.

1100.1.5 Summarize the findings and conclusions of the PMF Analysis into the 70% Calculation Workbook and Final Design Report at 90% level.

Additional Compensation

Additional Compensation

Upon written authorization by the City, the Consultant shall provide Additional Services which may include the following:

- Additional Design Services - As required by the City, the Consultant shall perform additional design services required for the project.
- Construction Phase – may include site visits, review shop drawing submittals, and answer contractor requests for information.
- Post Construction Phase - Following completion of Project construction and within sixty (60) days of receipt of hard copies of the Contractor's as-built mark-ups made during construction, furnish to the City full size drawings, and a CD with all drawing files in AutoCAD's ".dwg" or ".dxf" format and ".pdf" format incorporating all revisions and clarification identified by the Contractor during construction and marked up on the as-built drawings. These documents shall constitute the "Record" contract documents. Each drawing sheet shall be dated and stamped to indicate "Record Drawings". The Engineer shall also return the hard copy as-built mark-ups to the City.

EXHIBIT "C"
PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

1.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Service set forth in this Agreement and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

1.2 *Performance Schedule.* The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule").

1.3 *Revised Performance Schedule.* If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

ARTICLE 2: PERFORMANCE SCHEDULE

2.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
PRELIMINARY DESIGN PHASE	127	
70% DESIGN PHASE	113	
90% DESIGN PHASE	113	
PRE-FINAL DESIGN PHASE	78	
100% DESIGN PHASE	29	
BID PHASE	60	
CONSTRUCTION PHASE	365	
TOTAL CALENDAR DAYS TO COMPLETE:	885	

ARTICLE 3: DESIGN AND PERMITTING SCHEDULE DELAYS

3.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

3.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be held accountable for any impacts to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

ARTICLE 4: CONSTRUCTION SCHEDULE CHANGES

4.1 It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Agreement, the Consultant is knowledgeable and experienced in determining the estimated construction time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the construction term to be included in the construction contract, and therefore has the ability to determine the Consultant's lump sum fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Agreement due to the length of time it takes to construct the Project.

4.1.1 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

EXHIBIT D
BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	PA	PIC	PLS/SPEC	PM	SUP DES	DES / E12	DRA / E11 / GIS				SURVEY	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		\$210	\$195	\$160	\$145	\$135	\$115	\$100				\$160			
400	70% DESIGN PHASE														
400.1	70% Calculation Workbook	0	3	0	32	12	64	0	0	0	0	0	111	\$4,800.00	\$19,005.00
400.2	70% Design Plans	0	2	0	21	44	16	0	0	0	0	0	83	\$0.00	\$11,215.00
400.3	70% Design Phase Construction														
	400.3 Cost Estimate	0	0	8	0	0	0	0	0	0	0	0	8	\$0.00	\$1,280.00
		0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
400	Subtotal Hours	0	5	8	53	56	80	0	0	0	0	0	202		
400	Subtotal Fee	\$0.00	\$975.00	\$1,280.00	\$7,685.00	\$7,560.00	\$9,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$4,800.00	\$31,500.00
1000	STORMWATER QUALITY														
1000.1	Stormwater Quality Design	0	12	0	132	104	200	0	0	0	0	0	448	\$0.00	\$58,520.00
		0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
1000	Subtotal Hours	0	12	0	132	104	200	0	0	0	0	0	448		
1000	Subtotal Fee	\$0.00	\$2,340.00	\$0.00	\$19,140.00	\$14,040.00	\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$58,520.00
	PROBABLE MAXIMUM FLOOD														
1100	(PMF) ANALYSIS														
1100.1	PMF Analysis	0	4	0	26	0	40	0	0	0	0	0	70	\$0.00	\$9,150.00
		0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
1100	Subtotal Hours	0	4	0	26	0	40	0	0	0	0	0	70		
1100	Subtotal Fee	\$0.00	\$780.00	\$0.00	\$3,770.00	\$0.00	\$4,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$9,150.00
	Total Basic Services Hours	0	21	8	211	160	320	0	0	0	0	0	720		
	Total Basic Services Fee	\$0.00	\$4,095.00	\$1,280.00	\$30,595.00	\$21,600.00	\$36,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$4,800.00	\$99,170.00

