

**SECOND AMENDMENT TO
ENGINEERING DESIGN SERVICES AGREEMENT WITH POGGEMEYER DESIGN GROUP,
INC. FOR VEGAS DRIVE STORM DRAIN**

THIS SECOND AMENDMENT made and entered into as of the _____ day of _____, 2011, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (herein the "CITY") and POGGEMEYER DESIGN GROUP, INC. (herein the "CONSULTANT")

WITNESSETH

WHEREAS, the CITY and the CONSULTANT have entered into an Engineering Design Services Agreement dated March 21, 2007 and a First Amendment to the Agreement dated January 19, 2011, (herein the "AGREEMENT"), retaining the services of the CONSULTANT for the design of the Vegas Drive Storm Drain (herein the "PROJECT"), and

WHEREAS, the CITY desires to modify the scope of that AGREEMENT to include additional engineering services to design a 15-inch diameter relief sewer in Vegas Drive from Shadow Mountain Place to Parkchester Drive, and to provide construction services support and other related services not included in the original or first amended scope of the PROJECT.

NOW, THEREFORE, the parties hereto agree that the following changes shall be made to the AGREEMENT:

1. Section Seven, Compensation and Terms of Payment, Paragraph 7.01 of the AGREEMENT is hereby amended to change the amount set aside as referenced therein from \$1,365,049 to \$1,501,049.

2. Section Seven, Compensation and Terms of Payment, Paragraph 7.02 of the AGREEMENT is hereby amended to change the amount referenced therein for Basic Services of the CONSULTANT from \$1,177,213 to \$1,302,213. Paragraph 7.03 of the AGREEMENT is hereby amended to change the not to exceed amount referenced therein for Additional Services of the CONSULTANT from \$187,836 to \$198,836.

3. Insert new Exhibit A-02, Scope of Services; Insert B-02 Additional Services, Exhibit C-02, Manpower Task Breakdown; Exhibit D-02, Cost Derivation; Exhibit E-02, Schedule and Exhibit G, Disclosure of Principals; all as attached hereto.

IN WITNESS WHEREOF, the parties have caused this SECOND AMENDMENT to the original AGREEMENT for the Vegas Drive Storm Drain project to be executed the day and year first above written.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 6/29/11
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

POGGEMEYER DESIGN GROUP, INC.

By _____
LARRY V. CARROLL
Managing Principal Western Region

"Consultant"

EXHIBIT "A-02"
SCOPE OF SERVICES

BACKGROUND

On March 21, 2007, Poggemeyer Design Group, Inc. entered into an agreement with the City of Las Vegas to provide engineering design services, preparation of Contract Drawings, Special Provisions and Cost Estimates for the Vegas Drive Storm Drain project, Shadow Mountain Place to Rancho Drive. A detailed Scope of Services for the Project is included in the Engineering Design Services Agreement. On January 19, 2011, the First Amendment to the Agreement was executed to provide additional design services for the project including groundwater investigation for dewatering permit, additional potholing services for utility conflicts and modifications to the plans to remove RTC and SID funded improvements which will not be constructed with the project.

This Scope of Additional Services outlines additional work directed to be performed by the City that is necessary to successfully complete the project.

BASIC SERVICES TASKS

The following work is to be included in Basic Services:

TASK V (11) VEGAS DRIVE RELIEF SEWER

1. Project Management.

- a. Coordinate with CITY staff on relief sewer design, attend progress meetings, coordinate and manage sub-consultants, contract administration and invoicing.

2. Relief Sewer Design.

- a. Analyze Interaction of Relief Sewer with Existing Sewer
 - i. Determine how relief sewer will be routed based on analyses of peak and minimum flows, topography, velocity in existing and relief sewer, available outlets and available head.
 - ii. Evaluate hydraulic limitations of existing sewer, and analyze flow quantities in existing and relief sewer.
 - iii. Coordinate with CLV on preferred alternative for relief sewer design, i.e., diverting flow between existing and relief sewer; flows in excess of predetermined quantity to be diverted; or predetermined flow from upper end of sewer system to be diverted into relief sewer.
 - iv. Determine flow ratio between existing and relief sewer.
 - v. Prepare hydraulic analysis. Coordinate with City on flow loss assumptions and backwater surcharge volume.
 - vi. Prepare Backwater profiles/HGL profiles for sewer lines.
 - vii. Confirm size of relief sewer.
- b. Design of Structure for Flow Distribution
 - i. Depending on selected preferred alternative, design permanent or temporary/adjustable weir.
 - ii. Design of junction chambers, structures or manholes.
- c. Horizontal Alignment
 - i. Determine spacing requirement between existing and relief sewer, and total working area required for construction.

- ii. Assess potential loading impact on existing sewer during construction (from heavy construction equipment, trench excavation, etc.)
 - iii. Assess area requirements for stockpiling of materials along sewer alignment.
- d. Design Flows for Existing & Relief Sewer
 - i. Prepare profiles at all connecting sewer manholes, changes in pipe sizes and slopes, and locations where changes in capacities will occur.
- e. Vertical Alignment
 - i. Determine spacing requirement between existing and relief sewer, and total working area required for construction.
 - ii. Assess potential loading impact on existing sewer during construction (from heavy construction equipment).
- f. Deliverables
 - i. Three (3) full size (24" x 36") drawings and eight (8) half size (11" x 17") drawings will be submitted to the City for review prior to production of the Mylar drawings.
 - ii. Three (3) full size (24" x 36") drawings will be provided of the sheets within County jurisdiction for submission to Clark County Public Works for amendment to the Clark County Encroachment Permit. Drawings will be wet-stamped by the engineer. All sheets within Clark County jurisdiction will have a signature block for Clark County Public Works and reference the Clark County Permit number
 - iii. Upon acceptance of the pre-final bond plans, one set of mylar drawings and digital CAD files will be submitted to the City. The consultant shall obtain signatures for all of the utilities, Clark County Public Works, and Clark County Regional Flood Control District prior to submission to the City of Las Vegas.

3. Pavement, Utilities, and Traffic Design

- a. Prepare construction Drawings and details for pavement rehabilitation, reinstallation of traffic items, and utility adjustments as needed.
- b. Deliverables
 - i. See section 11.2.f.

4. Specifications for Relief Sewer

- a. Prepare technical specifications for the 15-inch relief sewer in Vegas Drive from Shadow Mountain Place to Parkchester Drive. The specs will address additionally impacted pavement, utilities and traffic facilities.
- b. Deliverables
 - i. Five (5) sets of special provisions will be submitted to the City with the plans from section 11.2.f.i
 - ii. An additional (3) sets will be submitted for inclusion with the amendment application to the Clark County Encroachment Permit.

5. Cost Estimates for Relief Sewer

- a. Prepare cost estimates for the 15-inch relief sewer in Vegas Drive from Shadow Mountain Place to Parkchester Drive (approximately 5,000 excluding connecting sewer lines). Cost estimates for additionally impacted pavement, utilities, and traffic items will be included.
- b. Deliverables
 - i. The final cost estimate and a cost breakdown by funding source will be provided in hard copy and in Excel format for review.

6. Topographic Survey Update

- a. Conduct additional topographic survey updates and shots as necessary to support the alignment design of the relief sewer. Survey work will also include surveys of pothole and boring locations required for the relief sewer design.

7. Geotechnical Investigations

- a. Conduct geotechnical investigations to support the proposed deep alignment for the relief sewer. Up to 10 borings are estimated.
- b. The geotechnical engineer shall review the data with respect to the proposed dewatering permit and update the permit application, as needed, for submission to the Nevada Division of Environmental Protection (NDEP) by City of Las Vegas.
- c. Three (3) copies of the geotechnical report will be provided to the City.

8. Subsurface Utility Investigations

- a. Conduct subsurface utility investigations (potholes) as needed to confirm potential utility conflicts with the proposed relief sewer design.
- b. Three (3) copies of the pothole data report with survey will be provided to the City.

EXHIBIT "B-02"
ADDITIONAL SERVICES

Additional Services

Upon written authorization by the CITY, the CONSULTANT shall provide additional services as needed for the PROJECT.

The following additional services of the CONSULTANT are added:

TASK VAS (12) CONSTRUCTION ADMINISTRATION

- i. **VAS (12.a) Shop Drawing Review and Coordination with Construction Manager.** Review submittals in coordination with Construction Manager.
- ii. **VAS (12.b) Request for Information.** Respond to Contractor's RFI's in coordination with Construction Manager. Conduct construction site investigation as required.
- iii. **VAS (12.c) Final Project Walkthrough.** Participate with the City and the Contractor on the final walkthrough of the project.
- iv. **VAS (12.d) Record Drawings.** Completion of Record Drawings from redlines provided by Contractor. CONSULTANT cannot warrant the accuracy of the Record Drawings in that they are from information provided by a third party.

EXHIBIT "C-02"
MANPOWER TASK BREAKDOWN

Date: Time:		29-Jun-11 07:55 AM		Labor Classification												
Task	Activity	Title:		Princ.	Project		Engr.	SrCAD		CAD	Clerical	Surv.	PLS	Total Hours		
		Engr.			Tech.	Tech		ix	x						xi	
		Code:		i			ii			iii	iv	v	vi			
		Projected Hours														

EXHIBIT "D-02"
COST DERIVATION

Task	Date: Time:	29-Jun-11 07:58 AM	Activity	Labor Classification & Rate										Totals																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
				Princ. i	Project Mgr. ii	Project Engr. iii	Engr. iv	SrCAD Tech. v	CAD Tech vi	Clerical ix	Surv. Crew x	PLS Surv. xi																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	

EXHIBIT "E-02"
SCHEDULE

The following milestone dates have been established for the PROJECT:

Notice to Proceed 2nd Amendment July 6, 2011

Relief Sewer Design (all A-02 tasks) August 19, 2011

Pre-Mylar bond submitted August 22, 2011

Final Submittal September 18, 2011

Construction Admin complete December 30, 2012
(if authorized)

*Schedule assumes all CITY reviews are maximum of two (2) weeks.

EXHIBIT "G" DISCLOSURE OF 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 or 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	Contracting Entity
Name	Poggemeyer Design Group, Inc.
Address	6960 Smoke Rancho Road Suite 110 Las Vegas, NV 89128
Telephone	(702) 255-8100
EIN or DUNS	34-105-6617

Block 2	Description
Subject Matter of Contract/Agreement:	
Vegas Drive Storm Drain (Shadow Mountain Place to Rancho Drive) Dated March 21, 2007	
RFP #:	Agreement #06-11554

Block 3	Type of Business
☐ Individual	☐ Partnership
☐ Limited Liability Company	☒ Corporation

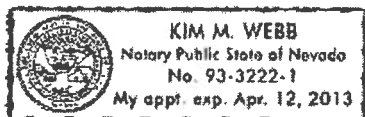
**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

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
1	See Attached Disclosure of Ownership	
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: 1

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.



Larry V. Carroll

Larry V. Carroll

May 26, 2011
Date

Subscribed and sworn to before me this 26th day of

May 2011
Kim M. Webb

Notary Public

Disclosure of Ownership - Poggemeyer Design Group, Inc.

Jack A. Jones, P.E., Chairman	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
Larry V. Carroll, P.E., Co-Chairman Managing Principal Western Region	6960 Smoke Ranch Road, Ste. 110 Las Vegas, NV 89128-0427	702-255-8100
David S. Alexander, P.E., Principal Owner	6960 Smoke Ranch Road, Ste. 110 Las Vegas, NV 89128-0427	702-255-8100
Charlene M. Kerr, AICP, Principal Owner	10046 East Lake Road North East, PA 16428	814-725-4284
Michael B. Holloway, P.E., Principal Owner	1505 Becke Circle Las Vegas, NV 89104-3318	702-366-1660
Linda Amos, , Principal Owner	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
Michael Atherine, P.E., Principal Owner	1168 N. Main St Bowling Green, OH 43402-1309	419-352-1450
Tim Bock, P.E., Principal Owner	1168 N. Main St Bowling Green, OH 43402-1309	419-352-1450
Ken Maag, P.E., Principal Owner	935 Cleveland Ave Defiance, OH 43512-4016	419-782-3067
Randy Mielnik, AICP, Principal Owner	2262 N. Monroe St. Monroe, MI 48162-4254	734-384-1380
Doug Nusser, P.E., Principal Owner	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
David Saneholtz, P.E., Principal Owner	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
Troy Sonner, P.E., Principal Owner	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
Tom Stalter, P.E., Principal Owner	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
Paul Tacpanecatl, P.E., Principal Owner	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
Gregory Telecky, P.E., Managing Principal Midwest Region	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
Richard Weaver, P.E., Principal Owner	935 Cleveland Ave. Defiance, OH 43512-4016	419-782-3067
Phillip Whaley, P.E., Principal Owner	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
Jeffery Yoder, P.E., Principal Owner	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
Scott Schroeder, P.E., Principal Owner	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450
PDG ESOP (Employee Stock Ownership Plan)	1168 N. Main St. Bowling Green, OH 43402-1309	419-352-1450