

THIRD AMENDMENT

THIS THIRD AMENDMENT is made and entered into this ____ day of _____, 2011, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and Kimley-Horn and Associates, Inc., a corporation (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated August 18, 2004, (herein the "Agreement"), retaining the services of the Consultant for design services more fully described therein in connection with the improvements for the project Bonanza Trail Improvements (herein "Project") and,

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to add a restroom and associated improvements along Bonanza Trail at Bill Briare Family Park and to add lighting to the section of the Bonanza Trail within NDOT right-of-way between Jones Boulevard and Lorenzi Street.

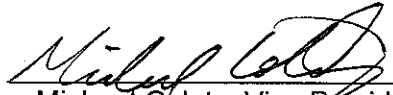
NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Agreement:

1. See attached Exhibit A-3 for Scope of Services revisions.
2. See attached Exhibit B-3 for Required Submittals revisions. Submittals shall be made at 60%, 90%, Pre-Final, and Mylar.
3. Performance schedule shall be per attached Exhibit C-3.
4. Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by \$66,467, from \$1,670,876 to \$1,757,343. See attached Exhibit D-3.
5. Additional Services is hereby amended to increase the total additional service fee herein by \$20,000. See attached Exhibit E-3.
6. Peter Meyerhofer, P.E. shall be Consultant Representative and the responsible engineer in charge. See attached Exhibit F-3.

7. No modifications to Exhibit G.
8. All other provisions of the Agreement remain in force and effect.

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

Kimley-Horn and Associates, Inc.

By: 
Michael Colety, Vice President
"CONSULTANT"

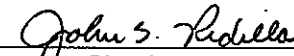
CITY OF LAS VEGAS

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

ATTEST:

Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

 11/10/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT "A-3"
SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The Scope of Services to be provided under the terms of this Agreement addresses the design and preparation of Contract Drawings, Special Provisions, and Cost Estimates for the Bonanza Trail Phase 3 improvements. The scope of this project will consist of two components: trail lighting along a portion of the existing Bonanza Trail, and minor improvements to the existing Bill Briare Family Park located on the east side of Tenaya Way and north of Summerlin Parkway. Limits of the trail lighting installations will be from Jones Boulevard to the intersection of Westcliff/Lorenzi along the existing Bonanza Trail. The existing trail from Jones Boulevard to Westcliffe/Lorenzi lies within NDOT Right-of-Way and will therefore be subject to follow applicable design guidelines and comments from said agency. This project design entails trail lighting and trailhead improvements including, but not limited to:

- Trail lighting electrical plans adjacent to the existing trail between Jones and Lorenzi
- Facilitation of meetings between the City and NVE to establish location, size and improvements necessary for required power service for trail lighting
- New trail pathways leading to the restroom and shade structure within the existing park
- Sewer lateral design from existing mainline to restroom
- Potable waterline design from existing mainline to restroom and irrigation meter
- Shade Shelter layout and foundation design plans
- Prefabricated Restroom earthwork preparation with geotechnical report, establish drainage needs and water/sewer/power connection designs
- Trailhead kiosk layout and foundation design
- Irrigation plans
- Landscaping consisting of shade trees adjacent to the trailhead sidewalk areas
- Potholes may be required as an additional service
- Assist the City to prepare and submit for a Site Development Plan Review; prepare necessary exhibits
- Assist the City to prepare and submit for a Building and Safety permit; prepare necessary exhibits and calculations

Project Assumptions include the following:

- No new roadway pavement design
- No new trail design and installation outside of the connection to the restroom
- A complete drainage analysis is not included with this project and is excluded from this scope of services, see section 101.7 for scope of drainage work
- No storm drain design modifications or design is included in this scope
- Traffic modeling of any type is not included in this scope
- CLV will provide all survey needs for all aspects of this project
- Signal modifications or design is not included with this project and is excluded from this scope of services
- Landscape/Irrigation design is limited to trees located adjacent to new trail segments to be installed within trailhead area

100.2 Construction Cost Budget

100.2.1 Construction Cost Budget: To Be Determined, Section 1.08 Responsibility for Construction Document Revisions does not apply.

100.3 Project Contact Information

100.3.1 The City Engineer or their authorized representative is hereby designated as the City's Representative with respect to this Agreement. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. All inquiries concerning the project should be directed to the City Engineer or his authorized representative and the Consultant should not contact internal units of the City unless directed to do so. This policy is effective throughout the life of the project.

100.3.2 The Consultant's Representative is hereby designated as the Consultant's Project Manager listed in Exhibit "F", who shall be responsible for the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default.

100.4 Plan Control and Standards

100.4.1 All plans, designs, specifications and estimates shall conform to the City standard practices, which are based on the latest edition of the following documents as of the beginning of the design of any particular improvement:

100.4.1.1 Policy on Geometric Design of Highways and Streets (AASHTO)

100.4.1.2 Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada

100.4.1.3 Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II

100.4.1.4 Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction

100.4.1.5 Manual on Uniform Traffic Control Devices

100.4.1.6 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual

100.4.1.7 Las Vegas Valley Flood Control Master Plan Update (MPU), current edition

100.4.1.8 Las Vegas Valley Water District (LVVWD) Rules and Regulations

100.4.1.9 Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada

100.4.1.10 Design and Construction Standards for Wastewater Collection Systems, Southern Nevada

100.4.2 The design criteria for the following agencies will also be adhered to: City of Las Vegas Sanitary Sewer Planning, Traffic Engineering, and Flood Control; Clark County Regional Flood Control District ("CCRFC"); Nevada Department of Transportation ("NDOT"); Las Vegas Valley Water District ("LVVWD"); and local utility providers.

100.5 Changes to Scope of Services

- 100.5.1** If increased scope or workload is encountered, the Consultant is to notify the City in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.
- 100.5.2** The City Engineer or their authorized representative may at any time, only by written order, make changes which may result in an increase or decrease in the services to be performed by the Consultant. If the changes requested by the City cause an increase or decrease in the cost or time required to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. Failure to assert such claim within the time limit provided herein shall constitute a waiver of any right to seek any equitable adjustment in compensation with respect to that change.

100.6 Responsibilities of the Consultant

- 100.6.1** The Consultant shall provide a set of Plans and Special Provisions, for the project described in Section 100.1.1, that are whole and complete, technically accurate, biddable and constructible, meeting the City's reasonable needs and expectations. All design, re-design, coordination, permitting, quality control review, meeting attendance, bid phase assistance, travel, reproduction, computer use or similar items that could reasonably be anticipated which are not limited or excluded elsewhere in this contract or listed specially in additional services, shall be provided by the Consultant for the basic services fee agreed to herein whether they are specifically listed in this scope of services or not.
- 100.6.2** The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all sub-consultant contracts at all tiers, the provisions of this Agreement related to the City's and Consultant's rights (including copyright), ownership and uses of the concepts, designs, documents, intellectual property, and tangible property.
- 100.6.3** Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than two suitable brand names/model numbers are commercially available state "or approved equal" and provide required documentation per NRS requirements to support single source selection.
- 100.6.4** Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all design review comments, and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.
- 100.6.5** The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant.
- 100.6.6** The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague references to project requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or

specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

- 100.6.7** The professional services to be rendered by the Consultant under this Agreement shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances, and any other applicable Federal, state and local acts, rules, laws or regulations.
- 100.6.8** All work, including but not limited to drawings, specifications, and calculations, shall be provided by the Consultant for each and every part of the Project. When complying with NRS 338.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid documents. Should the contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's affect on the documents and the construction shall be borne by the contractor, except that the Consultant shall have the duty to cooperate with the contractor in reviewing the proposal for design compliance (including the contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents may be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the contractor by change order.
- 100.6.9** The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the Contract Documents prepared for bidding for the Project covered by this Agreement. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Agreement.
- 100.6.10** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable in accordance with the terms of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.
- 100.6.11** The restroom drawings will be provided by other consultants. Consultant will coordinate with those firms as necessary to coordinate design drawings for cohesive, complete design plans.
- 100.6.12 Plan and Special Provision Production and Submission**
- 100.6.12.1** All Drawings shall be prepared using Auto Desk's AutoCAD Release 2004 or newer release in accordance with industry accepted standards. Specifications shall be prepared in City standard format using the software program Microsoft Word 2000 or newer release. The use of any other software for plan or specifications production requires prior written approval from the City's Representative.

100.6.12.2 All drawing submittals, except the final submittal, submitted by the Consultant will be printed on white bond paper. The final construction drawings will be printed on 4 mil, double matte mylar. All full size reproducible copies will be on 24" x 36" sheets (with 22" x 34" border) and all half size reproducible copies shall be on 11"x17" sheets (representing true half size of the full size plans). **Plans that do not meet these requirements will not be accepted.**

100.6.12.3 Special Provision format will follow the City standard provided to the Consultant. Special Provisions shall be stamped and signed by the appropriate design professional. **Special Provisions that do not meet these requirements will not be accepted.**

100.6.12.4 Within five business days of the hard copy design submittal, for each design submittal, the Consultant will submit electronic files of the AutoCAD files, including drawings and data files, and an Adobe Portable Document Format (PDF) file, 11"x17" print size, for each plan sheet submitted. The Consultant will submit electronic files of the Special Provisions in Microsoft Word format and one comprehensive Adobe PDF file, with appropriate formatting, of the entire set of Special Provisions. All electronic files shall be submitted on either a CD-ROM or a DVD disk that can be read by any industry standard hardware. **If electronic files are not submitted within five business days of the hard copy design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the re-submittal shall be borne by the Consultant.**

100.6.12.5 Prior to any electronic submittal, the Consultant shall, using commercially available software with current virus definitions, certify that electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and re-submittal and shall not be released from submittal requirements.

100.6.13 Cost Estimates

100.6.13.1 The Consultant shall prepare and provide a detailed Construction Cost Estimate with each submittal. The cost estimate shall be prepared in City standard format using the software program Microsoft Excel 2000 or newer release. The Consultant will provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. The estimate will be broken down by funding source as directed by the City. The Consultant will reconcile each successive estimate to the one provided at the preceding submittal. The Consultant shall incorporate appropriate contingencies based on the completed level of design. **If the cost estimate is not included in the design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the re-submittal shall be borne by the Consultant.**

100.6.14 Construction Change Orders

The City has a formal construction contract change order approval process. Proposed change orders are negotiated and reviewed by City Engineering and Construction Management staff (and the construction management consultant when one has been retained). Change orders are then reviewed for approval by the City Change Order Committee. Part of that approval process will be checking a box on the Change Order Tracking Form indicating the reason for the

change order based on information available to the committee at that time. If the change order appears to relate to a consultant design deficiency then either the Reason Code box "E&O Value" or "E&O No Value" will be checked. "E&O" value will be checked if it appears the apparent design deficiency results in added cost to the project but all, or a substantial part, of that cost would have been incurred in the original bid if the deficiency did not exist. "E&O No Value" will be checked if it appears that little or no cost to the project would have occurred if the deficiency did not exist. The City may use this data, as well as any other relevant data, in exercising its rights under this agreement to seek compensation for Consultant errors and omissions.

The City will make reasonable efforts to copy all approved change orders (with the tracking form included) and construction change directives to the consultant in order to provide the consultant an opportunity to prevent similar instances from occurring on future projects, to allow the consultant to review the potential for similar instances to occur during the progress of this project (and to work with City and Contractor to minimize the potential for future financial impacts when possible regardless of the reason code box checked) and to give advance notice to Consultant to prepare for potential financial impacts to the Consultant and/or for the Consultant to provide documentation to the City as whether the appropriate reason code box has been checked.

There may, at times, be a benefit for the consultant to review change orders or construction change directives prior to final negotiation with the Contractor and approval. This could provide the consultant with an opportunity, prior to finalization, to determine that a proposed change order or construction change directive may be excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations. Therefore the City will make reasonable efforts to identify potential construction change directives that will fall into the categories listed in the previous sentence and to notify the consultant of such possible change orders or construction change directives prior to final negotiation and approval. The City may, when appropriate, request the consultant to sign acknowledgement and concurrence on the final change order or construction change directive and/or to make formal revisions to the plans and/or specifications. However, given time constraints and the need to limit Contractor delay claims (that can often quickly exceed the cost of the change order), advance notice to the consultant is not always possible or practical. The Consultant is hereby advised, potential change order work, including work tracked on force account, will sometimes proceed (usually as a construction change directive or as disputed work) prior to any change order being drafted or reason code applied by City.

100.6.15 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described in the following sections:

100.6.15.1 Article 101 – 60% Design Phase

100.6.15.2 Article 102 – 90% Design Phase

100.6.15.3 Article 103 – 100% Design Phase

100.6.15.4 Article 104 – Planning and Development and Building and Safety Submittals

100.6.15.5 Article 105 – Bid Phase

100.6.15.6 Article 106 – Construction Phase

100.7 The City shall be responsible for the following:

- 100.7.1.1 Shall furnish a copy to, or make available for examination or use by, without a fee, the Consultant, any documents and data which the City has available including, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.
- 100.7.1.2 Access arrangements for the Consultant to enter upon City owned property as required to perform their services.
- 100.7.1.3 Acquire any property, authorizations to enter property, easements, or other project rights required to construct the Project
- 100.7.1.4 Provide and conduct bidding activities, including printing and distribution of bid and construction documents, except as specifically required to be provided by the Consultant in this Scope of Work

100.7.2 The City's Review Process

- 100.7.2.1 Upon receipt of any documents furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate for each service phase submitted. The decision by the City Representative in this matter shall be final.
- 100.7.2.2 If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City may: (i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.
- 100.7.2.3 The City's review period in the Project Schedule shall not begin until the City Representative determines that the documents presented by Consultant fully comply with the requirements. After the City Representative determines that the documents comply with such requirements, the City shall begin a review of the documents.
- 100.7.2.4 After the City reviews the documents, one or several set(s) of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set(s) with the corrected documents, together with written responses to

the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

ARTICLE 101: 60% DESIGN PHASE

101.1 Survey

101.1.1 Control Survey – shall be provided by the City of Las Vegas.

101.1.2 Design Survey. Field design surveys will be performed by the City of Las Vegas.

101.1.2.1 Research of existing surveys, parcel maps, ownership records, and other records as necessary to obtain needed data in preparation of all existing rights-of-way and easements and control drawings shall be performed by the City of Las Vegas.

101.1.2.2 All survey shall be in ground coordinates and tied to state plane coordinates (horizontal) and NAVD 88 (vertical)

101.1.2.3 City surveyors shall perform the following: conduct field survey to identify and locate existing improvements as necessary. Collect field survey data including but not limited to existing edge of pavement, drop inlet locations and invert elevations, manhole lids and invert elevations, and gutter flow line, top of curb, back of sidewalk elevations, water valves, visible surface utilities and pothole hubs, provide topographic map with 1 foot contours.

101.2 Right-of-Way

101.2.1 Existing right-of-way research and locating shall be performed by City of Las Vegas.

101.2.2 Based on the City's survey and existing Right-of-Way research, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. The Consultant will assist the City in identifying utility prior rights and will incorporate this info into the design plans, documents, and record of survey. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2000 format in the format provided by the City Representative. During the 60% design review, the City will work with the Consultant to finalize project right-of-way requirements.

101.3 Records Review, Information Research and Analysis of Data

101.3.1 Consultant shall review data and information from the City including assessor's maps, parcel maps, improvement plans, utility plans, geotechnical studies, aerial topographic mapping and land development mapping currently being processed by the City which will likely affect the Project. Consultant shall provide ongoing supplemental research of public records during Project development.

101.3.2 The Consultant will review all data collected to determine impact/significance with regard to the Project and incorporate useful information into the Project documents. The Consultant will also identify deficiencies in the data collected and make recommendations for additional information needed for the successful completion of the project.

101.3.3 The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in

the development of the Project design. The Consultant will take photographs during the field investigation to document field conditions throughout the Project.

101.4 Utility Potholing

101.4.1 No utility potholing is included in this Scope of services.

101.5 Geotechnical Data

GEOTECHNICAL DATA REPORT is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report will include 3 borings (1 at shade structure, 2 at restroom) with boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

GEOTECHNICAL INTERPRETIVE REPORT is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include 3 borings (1 at shade structure, 2 at restroom) boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation.

The testing shall be in accordance with the 2009 IBC as adopted by the City of Las Vegas.

101.6 Potable Waterline Design will consist of the following: design of a potable waterline lateral, designed per UDACS standards, which will extend from the existing water mainline in Tenaya a new water meter and RPPA for the proposed irrigation drip system and restroom. Work includes preparation of plans, calculations and any other documentation necessary to obtain acceptance of plans by LVVWD and City of Las Vegas Building and Safety Department.

101.7 Drainage Analysis – Consultant shall meet with and coordinate with the City of Las Vegas Flood Control section and provide necessary technical data to establish flow patterns, volume and finished floor elevations. Consultant shall assume professional engineering responsibility

for these determinations as required by the Flood Control section. A full drainage analysis is not required.

- 101.7.1 Additional services that are not included as part of this scope but can be provided include drop inlet storm drain evaluation and design, and hydrology calculations.

101.8 60% Design Phase Submittal

- 101.8.1 60% Design Phase Plans –Plans shall be identified with the level of design with Engineer’s seal in accordance with NRS 625. The 60% plans shall include, but not limited to, the following:

- 101.8.1.1 City Standard Cover Sheet identifying Project Participants
- 101.8.1.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- 101.8.1.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
- 101.8.1.4 Abbreviations and Symbols
- 101.8.1.5 Survey and Horizontal Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- 101.8.1.6 Sheet Index with key map
- 101.8.1.7 **Restroom design plans including architectural, electrical and inside utility fixtures and connections (by others)**

Consultant shall prepare plan sheets listed below to accommodate restroom plans provided by others:

- 101.8.1.8 Removal Plans
 - 101.8.1.9 Civil Plan and grading
 - 101.8.1.10 Construction Details
 - 101.8.1.11 Potable Waterline Lateral Plan, Profiles, and Details
 - 101.8.1.12 Sewer Line plan and details
 - 101.8.1.13 Shade shelter and Kiosk details and layout. Work includes coordination with shade structure vender to prepare details and layout to a level that is biddable, however final design calculations will be a deferred submittal from the selected manufacturer.
 - 101.8.1.14 Shelter and Kiosk foundation details
 - 101.8.1.15 Traffic Striping and Signing Plans
 - 101.8.1.16 Lighting Plans
 - 101.8.1.17 Special Details as required for the Project
 - 101.8.1.18 NV Energy Connection Diagrams
 - 101.8.1.19 Landscape Plans and Details
 - 101.8.1.20 Irrigation Plans and Details
 - 101.8.1.21 Landscape and irrigation sheets will be schematic. Irrigation design sheets will show locations of proposed main irrigation feeds, water meters, and irrigation controllers. Landscape design sheets will indicate trees and tree pit locations. Construction details for both landscape and irrigation improvements will be provided.
 - 101.8.1.22 Deliverables: Submit ten (14) copies of the half scale plans (11" x 17") and two (2) copies of full size plans (24" x 36") to the City: Submit copies of 60% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.
- 101.9 60% Design Phase Construction Cost - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant.

101.9.1.1 Deliverables: Submit the 60% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted)

101.10 Walk Through

101.10.1 After submittal of the 60% Design, the Consultant will schedule a project walk through with the City Representative and other relevant parties, including other public agencies and utility providers. The intent of the walk through is to identify field conflicts in order to minimize potential significant changes to the design after the 60% Submittal.

101.10.2 Deliverables: The Consultant shall submit a walk through Memorandum to the City's Representative to document field observations.

ARTICLE 102: 90% DESIGN PHASE

102.1 90% Design Phase Submittal

102.1.1 90% Design Phase Plans – This submittal will include refinement of the 60% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown. Consultant shall prepare a map indicating the location and depth of proposed construction easements. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625.

102.1.1.1 See 60% Design Phase section for anticipated sheets to be provided at 90% submittal.

102.1.1.2 Deliverables: Submit ten (14) copies of the half scale plans (11" x 17") and two (2) copies of full size plans (24" x 36") to the City: Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

102.1.2 90% 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.

102.1.3 Deliverables: Submit the 90% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted).

102.1.4 90% Design Phase Special Provisions - Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada*. All items of construction shown on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

102.1.4.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City and one electronic CD copy.

100% DESIGN PHASE

102.2 100% Design Phase Submittal

102.2.1 The 100% submittal will consist of two steps: (1) a **100% pre-final (bond) submittal** will be made for final comment by the City, and (2) the Consultant will incorporate all comments on the pre-final submittal into the **100% final (mylar) submittal**. Plan set mylars and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Schedule and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-mylar bond set of the final plans before preparing mylars for this project.

102.2.1.1 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit seven (7) copies of the half scale plans, two full size plans, five copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of structural calculations (if required) to the City; Submit four copies of 11" X 17" Construction Easement Maps and three sets of mail labels of property owners for any requested easements to the City. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

102.2.1.2 Deliverables for the 100% Final (mylar) Submittal: One set of 24" X 36" mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format. One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD 2002 format) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

ARTICLE 103: PLANNING AND DEVELOPMENT AND BUILDING AND SAFETY SUBMITTALS

103.1 Assist with submittal to Planning and Development for a Site Development Plan Review (SDR). Prepare necessary exhibits for submittal, address comments and assist to obtain SDR approval.

103.1.1 Prepare plan and calculation submittals for Building and Safety, necessary number of copies, address comments and assist to obtain permit.

ARTICLE 104: BID PHASE

104.1 Pre-Bid Conference

104.1.1 The Consultant will attend the pre-bid conference

104.2 Bid Requests and Responses

104.2.1 At the City's request, the Consultant will respond to questions raised by bidders during the bidding process. Decisions on issuing addenda will be conducted by the City. The Consultant will draft required specifications, plan changes and clarifications for the City to include in any addenda.

104.3 Bid Opening

- 104.3.1 The Consultant will attend the bid opening and review the bid abstract and contractor qualifications.
- 104.3.2 The Consultant will comment on any bid discrepancies, evidence of unbalanced bid or contractor concerns uncovered during reviews.

ARTICLE 105: CONSTRUCTION PHASE

105.1 Pre-Construction Meeting

- 105.1.1 The Consultant will attend the pre-construction meeting.

105.2 Submittal Review

- 105.2.1 Consultant will review Contractor's submittals for manufacture certifications, installation instructions, shop drawings and service connections; Attend construction progress meetings, as necessary; respond to Contractor's Request for Information (RFI); assist with the processing of change orders; review Contractor's submittals (such as shop drawings, value engineering items, sample products, etc.); visit construction site to examine construction work; review claims and resolution of claims; attend final walk through; and assist with the punch list preparation.

105.3 Construction Support Services

- 105.3.1 The Consultant shall provide the following support services during the construction phase of the project:
 - 105.3.1.1 Project Site Visits – Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by the City in order to observe the progress of the Work. The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents.
 - 105.3.1.2 Review of Submittals/Shop Drawings – Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
 - 105.3.1.3 Response to RFIs
 - 105.3.1.4 Additional Design as needed

END OF EXHIBIT "A-3"

EXHIBIT "B-3"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

- 200.1 When requested by the City electronic files shall accompany hard copies for all submittals referenced in this paragraph and unless otherwise directed by the City. All cost estimates shall be provided in Microsoft Excel format, all schedules in Microsoft Project format, all Special Provisions in Microsoft Word format, all Bid Schedules in Microsoft Excel format and all spreadsheets associated with additional service requests in Microsoft Excel format. Pdf submittals will not be accepted unless specifically requested by the City.
- 200.2 All submittal requirements are outlined in Exhibit A – Scope of Services. Consultant shall refer to deliverables or other submittal requirements outlined in Exhibit A.
- 200.3 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.

END OF EXHIBIT "B-3"

EXHIBIT "C-3"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

- 300.1 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.
- 300.2 *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").
- 300.3 *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 301: PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
60% DESIGN PHASE	50	Subsequent design phases and respective calendar days are from time comments are received from the City on previous submittal
90% DESIGN PHASE	40	
100% DESIGN PHASE	20	
BID PHASE	70	Bid Phase Schedule outside of the control of the Consultant
CONSTRUCTION PHASE	120	Construction Phase Schedule outside of the control of the Consultant
TOTAL CALENDAR DAYS TO COMPLETE:	280	

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

- 302.1 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.
- 302.2 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.

302.3

ARTICLE 303: CONSTRUCTION SCHEDULE CHANGES

303.1 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.

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

END OF EXHIBIT "C-3"

EXHIBIT "D-3"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

- 400.1 The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **\$66,467.00**. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

- 401.1 The City agrees to pay the fixed fee attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with the Agreement. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	\$66,467.00	

- 401.1 The following table(s) show the breakdown of the Total Not to Exceed Cost for Basic Services by Task.
- 401.2 The table(s) show the fixed cost for each task along with the estimated hours to be expended by various Consultant personnel over the course of the Project for each of the various tasks, and/or the dollar value of the estimated hours. Although this table represents the basis for how the Total Not to Exceed Cost for Basic Services was established, the personnel, hours, and dollar value of the hours shown are not a part of this Agreement and are not to be used as the basis for payment. The fee for each task is a fixed fee regardless of the number of man-hours expended to complete each task or the personnel used to perform the work.
- 401.3 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Agreement to the extent they are applicable.
- 401.4 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Agreement for an amendment to be approved and signed by City Council or their designee, if (1) the revisions are documented in writing signed by the Consultant and City prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

TASK	DESCRIPTION	PRINCIPAL	SENIOR ENGINEER	PROJECT MANAGER	P.E. / LA	E.I. / ANALYST	DESIGNER	CLERIC	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
101	60% PS&E	\$185	\$185	\$140	\$130	\$95	\$85	\$62			
	Title sheet, general notes, index, vicinity map			1			4		0		
	Civil design, drafting, annotation	1		3		12			16		\$1,745.00
	Demolition design, drafting, annotation			1		4			5		\$520.00
	Landscape design and details drafting, annotation		2	1		8			11		\$1,270.00
	Irrigation design and details drafting, annotation		3	1		7			11		\$1,360.00
	Water Connection design, drafting, annotation			1	5				6		\$790.00
	Power Connection design, drafting, annotation		5	2		3			10		\$1,490.00
	Sewer Connection design, drafting, annotation			2	4				6		\$800.00
	Shelter and Kiosk vendor coordination and layout design		4			3			7		\$1,025.00
	Structural foundation for Shade shelter/Kiosk design, details, annotation		9	1		12			22		\$2,945.00
	Lighting design, drafting, annotation		6	2	20				28		\$3,990.00
	Collect and Review existing area drainage studies			1	4				5		\$660.00
	Based on existing drainage info determine storm event water depth and flow patterns			1	6	8			15		\$1,680.00
	Document drainage information in letter	1		1	4				6		\$845.00
	60% Details design and drafting		2	3		6			11		\$1,360.00
	60% bid item and cost estimate			2		7			9		\$945.00
	QA/QC plans/specials	2							2		\$370.00
	Plot and Submit plans to CLV					3		1	4		\$347.00

TASK	DESCRIPTION	PRINCIPAL	SENIOR ENGINEER	PROJECT MANAGER	P.E. / LA	E.I. / ANALYST	DESIGNER	CLERIC	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
102	90% Design								0		
	Respond to 60% Civil / Demo Comments, 90% Annotation and design			3		5			8		\$895.00
	Respond to 60% LA / IR Comments, 90% Annotation and design		2	2		6			10		\$1,220.00
	Respond to 60% Water/Sewer Comments, 90% Annotation and design			2	5				7		\$930.00
	Respond to 60% Lighting Comments, 90% Annotation and design		4	2	12				18		\$2,580.00
	Respond to 60% Structural Comments, 90% Calculations and design		7	1		9			17		\$2,290.00
	Assist City in SDR submittal, Create and draft Site Development Review Exhibits, Revise per CLV comments and submit		3		3	6			12		\$1,515.00
	Meet with City Drainage Staff on existing drainage patterns, proposed finish grades		2	2					4		\$650.00
	Modify details to 90% design level			2	4	6			12		\$1,370.00
	Draft special provisions to 90% level			15				2	17		\$2,224.00
	Revise bid item and Cost estimate for new submittal			2		5			7		\$755.00
	QA/QC plans/specials	2							2		\$370.00
	Plot and Submit plans to CLV					3		1	4		\$347.00
103	100% Pre-Final Design and Mylars								0		
	Respond to 90% Comments		2	3	5	5			15		\$1,915.00
	Modify plans to 100% annotation level		4	5	8	9			26		\$3,335.00
	Modify details to 100% design level		2	2		8			12		\$1,410.00
	Modify specials to 100% level			6				2	8		\$964.00
	Revise bid item and Cost estimate for new submittal			2		5			7		\$755.00

TASK	DESCRIPTION	PRINCIPAL	SENIOR ENGINEER	PROJECT MANAGER	P.E. / LA	E.I. / ANALYST	DESIGNER	CLERIC	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
	QA/QC plans/specials	2							2		\$370.00
	Submit pre-final plans to CLV					2			2		\$190.00
	Respond to pre-final comments	1	3	5	8	8			25		\$3,240.00
	Submit Mylars to CLV					3			3		\$285.00
104	NDOT Construction Permit Preparation and Coordination										
	Meet with NDOT to discuss modification of interlocal agreement and planned improvements		2	2					4		\$650.00
	Prepare meeting minutes			1					1		\$140.00
	Prepare 90% construction plans for permit review			2		12			14		\$1,420.00
	Respond to 90% Comments			2		6			8		\$850.00
	Prepare Pre-Final construction plans for permit review			2		6			8		\$850.00
	Respond to Pre-Final Comments			2		4			6		\$660.00
105	Bid Phase										
	Attend pre-bid meeting			2					2		\$280.00
	attend bid opening			2					2		\$280.00
	Address/answer contractor questions/clarifications		2	4					6		\$930.00
106	Construction Services										
	Address/review construction submittals, rf's, questions and coordination		5	20	5				30		\$4,375.00
	Subtotal Hours	9	69	116	93	181	4	6	36		
	Subtotal Fee	\$1,665.00	\$12,765.00	\$21,460.00	\$12,090.00	\$17,195.00	\$340.00	\$372.00		\$0.00	\$60,667.00
	Geotechnical Report									\$5,800.00	\$5,800.00
										\$5,800.00	\$66,467.00

END OF EXHIBIT "D-3"

EXHIBIT "E-3"

ALLOWANCE FOR ADDITIONAL SERVICES

- 401.2 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.
- 401.3 Additional Services are services that are not set forth in Exhibit "A" (Scope of Services).
- 401.4 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.
- 401.5 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	\$20,000.00	See list below.

- 401.5.1 Additional Services may include, but are not limited to, the following:
- 401.5.2 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
- 401.5.3 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.
- 401.5.4 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide hydrology / hydraulics, storm drain design and analysis.
- 401.5.5 **Preparation of Record Drawings after Construction**
- 401.5.6 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.
- 401.5.7 **Utility Potholing** – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.

TASK	DESCRIPTION							HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		PRINCIPAL	SENIOR ENGINEER	PROJECT MANAGER	P.E. / LA	E.I. / ANALYST	DESIGNER	CLERIC		
		\$185	\$185	\$140	\$130	\$95	\$85	\$62		
400	ADDITIONAL SERVICES									\$20,000.00

END OF EXHIBIT "E-3"

EXHIBIT "F-3"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

- 600.1 CITY REPRESENTATIVE: Gina Venglass, P.E.
- 600.2
- 600.3 PROGRAM MANAGER: Jeremy Leavitt, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

- 601.1 The following personnel will be assigned by the Consultant to work on the Project. Any changes require City approval.
- 601.1.1 CONSULTANT REPRESENTATIVE: Peter Meyerhofer, P.E.
- 601.1.2 PROJECT MANAGER: Michael Colety, P.E.
- 601.1.3 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Peter Meyerhofer, P.E.
- 601.1.4 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**
List Engineer license number: 018093 (Peter Meyerhofer)

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

- 602.1 The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.
- 602.1.1 AERIAL MAPPING: N/A
- 602.1.2 ENVIRONMENTAL: N/A
- 602.1.3 CIVIL ENGINEER: Kimley-Horn and Associates, Inc.
- 602.1.4 STRUCTURAL ENGINEER: Kimley-Horn and Associates, Inc.
- 602.1.5 MECHANICAL ENGINEER: N/A
- 602.1.6 ELECTRICAL ENGINEER: Kimley-Horn and Associates, Inc.
- 602.1.7 LANDSCAPE DESIGN: Kimley-Horn and Associates, Inc.
- 602.1.8 INDEPENDENT COST ESTIMATOR (NOT the Consultant): N/A
- 602.1.9 GEOTECHNICAL ENGINEER: N/A
- 602.1.10 LAND SURVEYOR: N/A
- 602.1.11 POTHOLING: N/A

END OF EXHIBIT "F-3"