

THIRD AMENDMENT
ENGINEERING DESIGN SERVICES
FOR OAKEY-MEADOWS STORM DRAIN AND STREET
REHABILITATION PROJECT

THIS THIRD AMENDMENT is made and entered into this ____ day of _____, 2014, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and Atkins North America, Inc. a Corporation (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Contract dated February 18, 2004, (herein the "Contract"), retaining the services of the Consultant for engineering design services more fully described therein in connection with the improvements for the project Oakey-Meadows Storm Drain and Street Rehabilitation (herein "Project") and,

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to provide additional design services to finalize Phase 3 of the storm drain project, incorporate the design of sanitary sewer rehabilitation and add coordination with the City's Construction Manager At Risk (CMAR) as described in Exhibit A-3.

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

1. See Attached Exhibit A-3 for Scope of Service revisions
2. See Attached Exhibit B-3 for Required Submittals
3. See Attached Exhibit C-3 for Performance Schedule
4. See Attached Exhibit D-3 Fee Breakdown is hereby amended to increase the total compensation of the entire Contract referenced herein by \$613,085 from \$4,411,117 to \$5,024,202.
5. See Attached Exhibit E-3 Additional Compensation for hourly rates
6. Exhibit F-3: Not Required
7. A new Exhibit "G" Disclosure of Ownership/Principals is attached.
8. All other provisions of the Contract 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.

ATKINS NORTH AMERICA, INC.

By: _____
Matthew S. Baird, P.E., Vice President
"CONSULTANT"

CITY OF LAS VEGAS

By: _____
Yolanda C. Jones, C.P.M., CPPO
Manager, Purchasing & Contracts
"CITY"

ATTEST:

Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 6/17/14
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT A-3

SCOPE OF WORK

The items described below account for work outside the efforts already under contract for this project. The scope of services for the Oakey-Meadows Storm Drain project will be modified as follows:

1. Additional design to incorporate the design for Oakey Boulevard Sanitary Sewer Rehabilitation
2. Additional design work required to complete the Oakey Meadows Storm Drain Phase 3 plans and specifications.
3. Coordination of design(s) with the City's Construction Manager At Risk (CMAR) contractor (incorporated into Tasks 1 and 2 above).

Task 1: Oakey Boulevard Sanitary Sewer Rehabilitation

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

Recent assessment of aging sewer and manholes has revealed structural defects which indicate potential for failure. This project will provide for the design for the rehabilitation of the following sewer pipe and manholes in Oakey Boulevard between Westwood Drive and Rainbow Boulevard:

- 2,212 feet of 24-inch diameter sewer (excepting portion being relocated by Oakey Meadows SD Phase 3 project),
- 6,071 feet of 27-inch diameter sewer,
- 3,423 feet of 30-inch diameter sewer,
- 1,844 feet of 48-inch diameter sewer,
- 1 spot repair of 30-inch sewer
- 104 manholes

Using the CCTV video of the system and a previous analysis of and recommendation for the sewer system provided by the City of Las Vegas, Consultant will determine which sections need to be abandoned, replaced, or rehabilitated. The rehabilitation can be by a Cast in Place Pipe (CIPP) or if the damage is localized then a point repair may be all that is required. The Consultant will also be reviewing the manholes within the system to determine their status and how many will require rehabilitation. The design will be submitted to the City of Las Vegas in the standard 30%, 90%, and 100% submittals (the 70% submittal has been removed per request of the City of Las Vegas).

During design the consultant will coordinate with all utilities (wet and dry) and all government agencies (CLV, NDOT, CCRFCD, etc.) to ensure that all criteria have been met. A key issue with sewer rehabilitation is that the service down time is as minimal as possible. The Consultant will be designing a temporary bypass plan to keep service running and to reduce any hardship experienced by the residents and businesses in the rehabilitation area. The Consultant will use their experience, knowledge, and the latest software to help determine what will be the most efficient and cost effective solutions for the City of Las Vegas. Regular communication between the Consultant design team and the CLV project management team will be maintained, via phone calls, e-mails, and regular progress meetings. Any issues and conflicts that arise during design will be brought to the attention of the CLV immediately.

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

101.1.1 Project management will include work necessary for communication and completion of the project tasks on time and within budget. The Consultant's Project Manager or their primary duties will not be reassigned without the written consent of the City's Project Manager. The Consultant's staff will have the training and expertise necessary for the work tasks to which they are assigned.

101.1.2 The Consultant will provide invoices in the standard format provided by the City's Representative. Invoices will be accompanied by a cover letter explaining the general status of the project, including at a minimum the work completed to date, the anticipated remaining efforts and required schedule changes; progress report form; supporting data for direct expenses (when specified expenses are allowed per Exhibit D, herein); and an updated project status report reflecting Scope of Work activities identified by the City Representative.

101.1.3 On a weekly basis, or a time frame approved by the City's Representative, the Consultant's Project Manager will update the City Representative with regards to the status of the project schedule, budget and general status/progress. This task is in addition to Design Progress Meetings and may be performed in a phone, email or mailed correspondence as approved by the City Representative.

101.2 Kick-Off Meeting and Design Progress Meetings

101.2.1 Consultant shall prepare an agenda and schedule and attend a kick-off meeting with the City and other agencies as required within ten calendar days of the issuance of the Notice to Proceed. This meeting will be held to review the scope of work, discuss data and information provided by the City, review the project schedule (prepared by the Consultant using Microsoft Project or software approved by the City's Representative), introduce key personnel, establish lines of communications and clarify the City's and other government agency requirements for the Project, and identify any missing data and information necessary to proceed with the Project. Within five business days following the kick-off meeting, the Consultant will prepare and distribute draft meeting minutes to the City's Project Manager and meeting attendees (an e-mail to the City's Representative of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative.

101.2.1.1 Deliverables: Project Kick-Off Meeting Agenda and copies for distribution at Kick-Off Meeting; Project Kick-Off Meeting Minutes.

101.2.2 Consultant shall attend approximately 8 progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

101.2.2.1 Deliverables: Design Progress Meeting Agenda and copies for distribution at Design Progress Meetings; Design Progress Meeting Minutes.

101.3 Utility and Agency Coordination

101.3.1 Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project, this includes attendance to all related meetings. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. The Consultant shall identify potential utility conflicts and meet with the affected utilities to ensure timely resolutions for the utilities conflicts. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

101.3.1.1 Clark County Regional Flood Control District ("CCRFCD")

101.3.1.2 Clark County Department of Public Works

101.3.1.3 City of Las Vegas departments, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Field Operations, and Land Development

101.3.1.4 Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")

101.3.1.5 Freeway and Arterial System of Transportation ("FAST")

101.3.1.6 Utility providers, including but not limited to, NV Energy, Century Link, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable

101.3.1.7 Nevada Department of Transportation ("NDOT") and

101.3.1.8 Other local and state agencies as required.

101.3.2 The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

101.3.2.1 NOT USED

101.3.2.2 Coordination with utilities and incorporation of utility plans, that were anticipated by the Consultant, or reasonably should have been, at the time of this Contract shall be considered incidental to this task and no other applicable design tasks.

- 101.3.2.3 Nothing in this section shall be construed as preventing this Exhibit "A" from specifically detailing the Consultant's scope for anticipated minor utility relocations and/or new service connections with individual tasks identified and associated man hours and costs shown in Exhibit "D" when warranted.
- 101.3.3 The Consultant shall coordinate with the City of Las Vegas' Land Development Services Section for current projects, encroachment agreements, covenants running with the land and any other mapping that may have an impact on the project.
- 101.3.4 The Consultant shall submit design plans for review from the various utility companies for the 30%, 90%, and Pre-Final submittals.
- 101.3.5 The Consultant shall submit design plans for review and obtain approval signatures from the various utility companies on final mylar prints prior to submitting to the City of Las Vegas.
- 101.3.6 Consultant shall notify the City of any required utility, application, permit and review fees, which will be paid for by the City.
- 101.3.7 The City's Representative shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.
- 101.3.8 City Engineer's Office is NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the City Engineer's Office, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer's Office does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer's Office. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.
- 101.3.9 Deliverables: Project Plans to be sent to the Utility Companies at each design level (30%, 90%, and 100%); and final mylars with impacted utilities approval signatures.
- 101.4 Project Permits**
- 101.4.1 Consultant shall identify all permits needed for the Project. Consultant shall prepare all correspondences and permit applications for the regulating agencies and assist the City in obtaining required permits.
- 101.4.2 The following permits are anticipated for this project :
- 101.4.2.1 NDOT Encroachment Permit
- 101.4.2.2 Clark County Offsite Permit shall be obtained by CMAR
- 101.4.2.3 City of Las Vegas Encroachment Permit shall be obtained by CMAR
- 101.4.3 During the design process, the Consultant shall provide a permit matrix which will determine the permits needed for the Project. A summary matrix of required permits shall be prepared by the Consultant and included in the Design Report. Any required permits not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.
- 101.4.4 Deliverables: Matrix of require permits; correspondence; preparation of permit applications.
- 101.5 CMAR Coordination**
- 101.5.1 Coordination efforts with the CMAR will include the following list of items. Items not shown herein, if required and directed by City, will be authorized from Additional Services.
- 101.5.1.1 Sewer Condition Review Workshop (assume 2) – Consultant will attend and participate in workshops to review and confirm condition of sewer pipeline and manholes identified for rehabilitation. Workshops may be combination of field visits and meetings.
- 101.5.1.2 Rehabilitation Methods Workshop (assume 1) – Consultant will attend and participate in workshop to discuss rehabilitation methods for sewer pipelines and manholes.
- 101.5.1.3 Independent Cost Estimating Review Meetings (assume 3) – Consultant will participate in meetings to set quantities, determine risk and compare cost estimates.
- 101.5.1.4 Traffic Control Planning Meetings (assume 2) – Consultant will participate in meetings to plan traffic control and phasing for project construction.

ARTICLE 102: 30% DESIGN PHASE

102.1 Survey

- 102.1.1 Horizontal & Vertical Control. The field survey for this project has been provided by the City of Las Vegas. Complete verification to adopt survey data. All vertical control is to be established using benchmarks included in the City of Las Vegas Vertical Control Network. The official datum of the City of Las Vegas is NAVD 88. Only elevation values currently published as the "City of Las Vegas 2008 Adjustment" are to be used. The use of a prior Vertical Control Network adjustment will require approval of the City Surveyor.
- 102.1.2 Boundary Survey. Not required for this project.
- 102.1.3 Record of Survey. Not required for this project.
- 102.1.4 Survey Control Plan. Not required for this project.
- 102.1.5 Survey Monument Inventory. Not required for this project.
- 102.1.6 Design Topographic Survey. The field survey for this project has been provided by the City of Las Vegas. Complete verification to adopt survey data. Additional field survey that may be required, as approved by City, will be authorized from Additional Services.
 - 102.1.6.1 The Consultant will coordinate any required private property access with the City's Representative.

102.2 Right-of-Way

- 102.2.1 All work for this project is anticipated to be within Public Rights-of-Way. Title reports, right-of-way engineering, legal descriptions are not included in the Scope. Temporary work areas will be identified by the CMAR.

102.3 Records Review, Information Research and Analysis of Data

- 102.3.1 Consultant shall review data and information from the City including sewer assessment reports, CCTV, assessor's maps, parcel maps, improvement plans, drainage studies, 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.
- 102.3.2 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.
- 102.3.3 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 pictures during the field investigation to document field conditions throughout the Project.
- 102.3.4 The Consultant will review the video inspection recordings of the pipeline and manholes. The consultant will provide written Technical Memorandum to either support the findings of the city's Sanitary Sewer Condition Evaluation Report or provide alternative recommendations. It is assumed that the rehabilitation work requires no pipe or manhole replacement due to structural failure. If existing conditions are found to be sufficiently degraded to the point where relining was not recommended that design of structural rehabilitation or replacement of the deficient items would be provided under the Supplemental services portion of the agreement. If additional CCTV or Traffic Control is required to support preparation of the Technical Memorandum, it will be provided under supplemental services.
 - 102.3.4.1 Deliverables: Five (5) copies of Technical Memorandum

102.4 Utility Potholing

- 102.4.1 Utility Potholing work for the Project, if required, shall be provided by the CMAR. If utility potholing is required and approved by the City, it will be paid under Additional Services.

102.5 Geotechnical Investigation – Not required for this project.

102.6 30% Design Phase Submittal

102.6.1 30% Design Phase Plans

102.6.1.1 The 30% plans are to be prepared for the preferred limits as agreed on and directed by the City of Las Vegas. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan sheets (profile is not anticipated for this project) shall be at 1" = 40' scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.

102.6.2 Deliverables:

102.6.2.1 Two (2) full size sets (24" X 36")

102.6.2.2 One (1) half size set (11" X 17") of the 30% Design Phase Plans

102.7 Walk Through. After submittal of the 30% 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 30% Submittal.

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

ARTICLE 103: 90% DESIGN PHASE

103.1 90% Design Phase Submittal

103.1.1 90% Design Phase Plans – This submittal will include further refinement of the 30% 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 project quantity tables broken down by individual plan sheet. 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. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 90% plans shall include, but not limited to, the following:

103.1.1.1 City Standard Cover Sheet identifying Project Participants

103.1.1.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings

103.1.1.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes

103.1.1.4 Abbreviations and Symbols

103.1.1.5 Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index

103.1.1.6 Sheet Index with key map

103.1.1.7 Sewer Pipe and Manhole Rehabilitation Plans

103.1.1.8 Sewer Pipe and Manhole Rehabilitation Schedules

103.1.1.9 Sewer Pipe and Manhole Rehabilitation Details

103.1.1.10 Deliverables:

103.1.1.10.1 Ten (10) copies of the half scale plans (11" x 17") and

103.1.1.10.2 Two (2) copies of full size plans (24" x 36")

103.1.1.10.3 Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

103.1.2 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source is not required for this project

103.1.2.1 Deliverables: Submit the 90% cost estimate to the City in both hard copy and electronic format (excel spreadsheet, PDF format will not be accepted).

103.1.3 90% Design Phase Special Provisions - The 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.

103.1.3.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City.

103.1.4 90% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal.

103.1.5 Bidability and Constructability (B&C) – Not required for this project. This will be addressed under CMAR Coordination.

103.1.6 The Consultant shall finalize all permit applications and submit all required permits to the appropriate agencies.

ARTICLE 104: 100% DESIGN PHASE

104.1 100% Design Phase Submittal

104.1.1 The 100% submittal shall include all the elements of Article 104 which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. 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 Proposal 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.

104.1.1.1 Deliverables for the 100% Pre-Final (Bond) Submittal:

104.1.1.1.1 Response to Comments;

104.1.1.1.2 Five (5) bound and one unbound full size sets (24" X 36");

104.1.1.1.3 Eight (8) bound and one unbound half size sets (11" X 17") of the 100% Pre-Final (Bond)

104.1.1.1.4 Five (5) bound copies of the Special Provisions;

104.1.1.1.5 100% Pre-final Cost Estimate

104.1.1.1.6 Submit 100% Pre-Final (Bond) Submittal Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

104.1.1.2 Deliverables for the 100% Final (mylar) Submittal:

104.1.1.2.1 One (1) 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;

104.1.1.2.2 One (1) set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.;

104.1.1.2.3 One (1) copy of the Final Cost Estimate in the City's Bid Schedule Format;

104.1.1.2.4 One (1) copy of the Final Plans shall be submitted to each of the Utility Companies;

104.1.1.2.5 An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City;

104.1.1.2.6 Electronic copies of both the plans (AutoCAD 2002 format) and Special Provisions (Microsoft Word format) shall be submitted to the City.

104.1.1.2.7 The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

ARTICLE 105: BID PHASE

105.1.1 Bid Services are not anticipated for this CMAR project. If City elects to bid project, Bid Phase Services shall be approved by the City and paid from the Additional Services budget.

ARTICLE 106: CONSTRUCTION PHASE

106.1 Pre-Construction Meeting

106.1.1 The Consultant shall attend the pre-construction meeting.

106.2 Submittal Review

106.2.1 Consultant shall review Contractor's submittals for conformance with Contract Documents.

106.3 Construction Support Services

106.3.1 The Consultant shall provide the following support services during the construction phase of the project:

- 106.3.1.1 Project Site Visits to examine construction work
- 106.3.1.2 Attend construction progress meetings, as necessary
- 106.3.1.3 Respond to Contractor's Request for Information (RFI)
- 106.3.1.4 Additional Design as needed to address RFIs
- 106.3.1.5 Assist with the processing of change orders
- 106.3.1.6 Attend final walk-through
- 106.3.1.7 Assist with the punch list preparation

Task 2: Oakey Meadows Storm Drain Phase 3

ARTICLE 101: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The Oakey Meadows Storm Drain-Phase 3 encompasses the portion of the facility from Sahara Avenue to Fair Center Mall. This project was put on hold in February 2010 after the 90% Design Phase Submittal. The City now intends to update the design documents, make modifications to the portion of the project in Sahara Avenue and finalize the design documents for construction under a CMAR contract. As directed by the City, this project will remain on the original project coordinate system and will not be updated to the City's most current project coordinate system.

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

101.1.1 Project management will include work necessary for communication and completion of the project tasks on time and within budget. The Consultant's Project Manager or their primary duties will not be reassigned without the written consent of the City's Project Manager. The Consultant's staff will have the training and expertise necessary for the work tasks to which they are assigned.

101.1.2 The Consultant will provide invoices in the standard format provided by the City's Representative. Invoices will be accompanied by a cover letter explaining the general status of the project, including at a minimum the work completed to date, the anticipated remaining efforts and required schedule changes; progress report form; supporting data for direct expenses (when specified expenses are allowed per Exhibit D, herein); and an updated project status report reflecting Scope of Work activities identified by the City Representative.

101.1.3 On a weekly basis, or a time frame approved by the City's Representative, the Consultant's Project Manager will update the City Representative with regards to the status of the project schedule, budget and general status/progress. This task is in addition to Design Progress Meetings and may be performed in a phone, email or mailed correspondence as approved by the City Representative.

101.2 Kick-Off Meeting and Design Progress Meetings

101.2.1 Consultant shall prepare an agenda and schedule and attend a kick-off meeting with the City and other agencies as required within ten calendar days of the issuance of the Notice to Proceed. This meeting will be held to review the scope of work, discuss data and information provided by the City, review the project schedule (prepared by the Consultant using Microsoft Project or software approved by the City's Representative), introduce key personnel, establish lines of communications and clarify the City's and other government agency requirements for the Project, and identify any missing data and information necessary to proceed with the Project. Within five business days following the kick-off meeting, the Consultant will prepare and distribute draft meeting minutes to the City's Project Manager and meeting attendees (an e-mail to the City's Representative of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative.

101.2.2 Deliverables: Project Kick-Off Meeting Agenda and copies for distribution at Kick-Off Meeting; Project Kick-Off Meeting Minutes.

101.2.3 Consultant shall attend approximately [6] progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

101.2.4 Deliverables: Design Progress Meeting Agenda and copies for distribution at Design Progress Meetings; Design Progress Meeting Minutes.

101.3 Utility and Agency Coordination

101.3.1 Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project, this includes attendance to all related meetings. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. The Consultant shall perform utility potholes, identify potential utility conflicts and meet with the affected utilities to ensure timely resolutions for the utilities conflicts. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

101.3.1.1 Clark County Regional Flood Control District ("CCRFCD")

101.3.1.2 Clark County Department of Public Works

101.3.1.3 City of Las Vegas departments, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Field Operations, and Land Development

101.3.1.4 Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")

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101.3.1.6 Utility providers, including but not limited to, NV Energy, Century Link, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable

101.3.1.7 Nevada Department of Transportation ("NDOT") and

101.3.1.8 Other local and state agencies as required.

101.3.2 The Consultant shall update the utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

101.3.2.1 Preparation of minor utility relocation plans, by the Consultant and coordination for incorporation of those prepared by the Utility Companies themselves, that were anticipated by the Consultant, or reasonably should have been, at the time of this Contract shall be considered incidental to this task and no other applicable design tasks.

101.3.2.2 Coordination with utilities, incorporation of utility plans, and preparation of designs by the Consultant in relation to new services, connections for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines) that were anticipated by the Consultant, or reasonably should have been, at the time of this Contract shall be considered incidental to this task and no other applicable design tasks.

101.3.2.3 Nothing in this section shall be construed as preventing this Exhibit "A" from specifically detailing the Consultant's scope for anticipated minor utility relocations and/or new service connections with individual tasks identified and associated man hours and costs shown in Exhibit "D" when warranted.

101.3.3 The Consultant shall coordinate with the City of Las Vegas' Land Development Services Section for current projects, encroachment agreements, covenants running with the land and any other mapping that may have an impact on the project.

101.3.4 The Consultant shall submit design plans for review from the various utility companies for the 30%, 70%, 90% and Pre-Final submittals.

101.3.5 The Consultant shall submit design plans for review and obtain approval signatures from the various utility companies on final mylar prints prior to submitting to the City of Las Vegas.

101.3.6 Consultant shall notify the City of any required utility, application, permit and review fees, which will be paid for by the City.

101.3.7 The City's Representative shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

101.3.8 City Engineer's Office is NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the City Engineer's Office, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer's Office does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer's Office. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

101.3.9 Deliverables: Project Plans to be sent to the Utility Companies at each design level (30%, 70%, 90% and 100%); and final mylar's with impacted utilities approval signatures.

101.4 Project Permits

101.4.1 Consultant shall identify all permits needed for the Project. Consultant shall prepare all correspondences and permit applications for the regulating agencies and assist the City in obtaining required permits.

101.4.2 The following permits are anticipated for this project, and will be obtained by Consultant (all other permits will be obtained by CMAR) :

101.4.2.1 NDOT Encroachment Permit

101.4.3 During the design process, the Consultant shall provide a permit matrix which will determine the permits needed for the Project. A summary matrix of required permits shall be prepared by the Consultant and included in the Design Report. Any required permits not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

101.4.4 Deliverables: Matrix of require permits; correspondence; preparation of permit applications

101.5 Right of Way

101.5.1 Additional Right-of-Way research and analysis is not included for this update. A Temporary Construction Easement was previously identified at Del Rey and Arville to allow for drop inlet construction. Consultant will prepare legal description and exhibit for the necessary area, for City's use in acquisition of necessary property rights.

101.5.1.1 Deliverables: Legal and Exhibit

101.6 Records Review, Information Research and Analysis of Data

101.6.1 Consultant shall review data and information from the City including assessor's maps, parcel maps, improvement plans, drainage studies, 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.

101.7 Utility Potholing (Sahara Avenue)

101.7.1 Additional potholing will be required for the portion of the project being realigned in Sahara Avenue. The CMAR will perform the necessary potholing. This task shall include refinement of the utility conflict information, identification of utility relocations required as part of Project improvements or by others and incorporate subsurface utility engineering into the Contract Drawings. Potholes will be surveyed for horizontal and vertical location offset from a survey nail and shown on the plans. Information shown on the plans must clearly indicate horizontal and vertical information for utilities potholed and must be tied to the project datum. Patching of potholes will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements. No cold patches will be utilized. Utility Potholing work for the Project will be done in accordance with Subsurface Utility Engineering (SUE) ASCE Standard Guideline 38-02 for the "Collection and Depiction of Existing Subsurface Utility Data." A total of (10) potholes are anticipated to be performed for this update.

101.8 Update to Geotechnical Investigation

101.8.1 The Consultant shall provide an update to the *Geotechnical Evaluation, Oakey-Meadows Storm Drain and Street Rehabilitation Project*, prepared by Ninyo and Moore, dated April 16, 2008. This update recommendations and standards for the project area.

101.8.1.1 Deliverables: The Consultant shall provide five (5) bound copies of the Update to Geotechnical Investigation, prior to the 90% Design Phase Submittal.

101.9 CMAR Coordination

101.9.1 Coordination efforts with the CMAR will include the following list of items. Items not shown herein, if required and directed by City, will be authorized from Additional Services.

101.9.1.1 Alignment Coordination Workshops (assume 2) - Consultant shall attend meetings and participate in technical discussions regarding alignment of storm drain facilities.

101.9.1.2 Utility Coordination Meetings (assume 4) – Consultant will support CMAR and City with coordination meetings for protecting or relocation utility facilities in the project area.

101.9.1.3 Independent Cost Estimating Review Meetings (assume 3) – Consultant will participate in meetings to set quantities, determine risk and compare cost estimates.

101.9.1.4 Traffic Control Planning Meetings (assume 2) – Consultant will participate in meetings to plan traffic control and phasing for project construction.

ARTICLE 102: 90% DESIGN PHASE

102.1 90% Design Phase Submittal

102.1.1 Amendment to Final Design Report - Consultant shall prepare updated hydraulic analysis for portions of facility that are being modified in Sahara.

102.1.1.1 Deliverables: Submit eight (8) copies of the Amendment to Final Design Report to the City, Submit two (2) copies of the Amendment to the Final Design Report to RFCD

102.1.2 90% Design Phase Plans – The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include project quantity tables broken down by individual plan sheet. 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.

102.1.2.1 Deliverables:

102.1.2.2 ten (10) copies of the half scale plans (11" x 17")

102.1.2.3 two (2) copies of full size plans (24" x 36")

102.1.2.4 two (2) copies of the half scale plans, to RFCD

102.1.2.5 Submit copies of 70% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

102.1.3 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. The cost estimate breakdown by funding source may include, but is not limited to, the following:

102.1.3.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)

102.1.3.2 RFCD

102.1.3.3 SID (CLV)

102.1.3.4 SID (other entity)

102.1.3.5 SNPLMA

102.1.3.6 CLV Sanitation

102.1.3.7 LVVWD (and/or other utilities as applicable)

102.1.3.8 CLV General Fund

102.1.3.9 CLV Nominal Drainage

102.1.3.10 NDOT (Stewardship, STP, Safety-LU, etc.)

102.1.3.11 CMAC

102.1.3.12 CDBG Funds

102.1.3.13 Deliverables:

- 102.1.3.13.1 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);
- 102.1.3.13.2 Submit, two (2) copies of the 70% cost estimate to RFCD.

102.1.4 90% Design Phase Special Provisions - The 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 70% 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:

- 102.1.4.2 Submit five (5) copies of the bound Special Provisions to the City;
- 102.1.4.3 Submit two (2) copies of the bound Special Provisions to RFCD.

102.1.5 90% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal.

102.1.6 Bidability and Constructability (B&C) - Not required for this project. This will be addressed under CMAR Coordination.

102.1.7 Project Presentations - Consultant shall prepare for and make Project presentations to any organization or board, including preparation of graphics and backup information. The following presentations are anticipated:

- 102.1.7.1 Regional Flood Control District Citizens Advisory Committee - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures
- 102.1.7.2 Regional Flood Control District Technical Advisory Committee - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures
- 102.1.7.3 Regional Flood Control District Board - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures

102.1.7.4 Deliverables: Board attendance; backup materials; presentation materials.

102.1.8 The Consultant shall finalize all permit applications and submit all required permits to the appropriate agencies.

ARTICLE 103: 100% DESIGN PHASE

103.1 100% Design Phase Submittal

103.1.1 The 100% submittal shall include all the elements of Article 103 which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. 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 RFCD; 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 Proposal 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.

103.1.1.1 Deliverables for the 100% Pre-Final (Bond) Submittal:

- 103.1.1.1.1 Response to Comments;
- 103.1.1.1.2 Five (5) bound and one unbound full size sets (24" X 36");
- 103.1.1.1.3 Eight (8) bound and one unbound half size sets (11" X 17") of the 100% Pre-Final (Bond)
- 103.1.1.1.4 Five (5) bound copies of the Special Provisions;
- 103.1.1.1.5 100% Pre-final Cost Estimate
- 103.1.1.1.6 Submit two copies of structural calculations to the City;
- 103.1.1.1.7 Submit two copies of the half scale plans, bound Special Provisions and 100% Pre-final Cost Estimate by funding source and two copies of structural calculations to RFCD.

103.1.1.1.8 Submit 100% Pre-Final (Bond) Submittal Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

103.1.1.2 Deliverables for the 100% Final (mylar) Submittal:

103.1.1.2.1 One (1) 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;

103.1.1.2.2 One (1) set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.;

103.1.1.2.3 One (1) copy of the Final Cost Estimate in the City's Bid Schedule Format;

103.1.1.2.4 One (1) copy of the Final Plans shall be submitted to each of the Utility Companies;

103.1.1.2.5 An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City;

103.1.1.2.6 Electronic copies of both the plans (AutoCAD 2002 format) and Special Provisions (Microsoft Word format) shall be submitted to the City.

103.1.1.2.7 The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

ARTICLE 104: BID PHASE

104.1.1 Bid Services are not anticipated for this CMAR project. If City elects to bid project, Bid Phase Services shall be approved by the City and paid from the Additional Services budget.

ARTICLE 105: CONSTRUCTION PHASE

105.1 Pre-Construction Meeting

105.1.1 The Consultant shall attend the pre-construction meeting.

105.2 Submittal Review

105.3 Review

105.3.1 Consultant shall review Contractor's submittals for manufacture certifications, installation instructions, shop drawings and service connections; review Contractor's submittals (such as value engineering items, sample products, etc.).

105.4 Construction Support Services

105.4.1 The Consultant shall provide the following support services during the construction phase of the project:

105.4.1.1 Project Site Visits to examine construction work

105.4.1.2 Attend construction progress meetings, as necessary

105.4.1.3 Respond to Contractor's Request for Information (RFI)

105.4.1.4 Additional Design as needed to address RFIs

105.4.1.5 Assist with the processing of change orders

105.4.1.6 Attend final walk-through

105.4.1.7 Assist with the punch list preparation

END OF EXHIBIT A-3

EXHIBIT B-3

REQUIRED SUBMITTALS

ARTICLE 100: GENERAL

- 100.1** 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.
- 100.2** All submittal requirements are outlined in Exhibit A – Scope of Services. Consultant shall refer to deliverables or other submittal requirements outlined in Exhibit A.
- 100.3 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 Contract. 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 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 Contract 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 Contract 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 Contract, 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:

Task 1: Oakey Sewer Rehabilitation

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	133	
70% DESIGN PHASE	N/A	
90% DESIGN PHASE	63	
100% DESIGN PHASE	54	
BID PHASE	N/A	
CONSTRUCTION PHASE	223	
POST CONSTRUCTION PHASE	N/A	
TOTAL CALENDAR DAYS TO COMPLETE:	473	

Task 2: Oakey Meadows Storm Drain Phase 3 Update

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	N/A	
70% DESIGN PHASE	N/A	
90% DESIGN PHASE	182	
100% DESIGN PHASE	55	
BID PHASE	N/A	
CONSTRUCTION PHASE	373	
POST CONSTRUCTION PHASE	N/A	
TOTAL CALENDAR DAYS TO COMPLETE:	610	

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

- 4.1** 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 Contract including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed \$613,085. Increases to total compensation may only be authorized by written amendment or change order to this Contract. 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-3 (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-3 (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract. 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-3 (Scope of Services).

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	\$493,085	

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 Contract 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 Contract 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 Contract for an amendment or change order 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 2: OAKEY-MEADOWS STORM DRAIN PH 3 UPDATE
 EXHIBIT D-3: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	PM	APM/Task Manager	Sr. Eng II	Engr II/IS	Sr. Des.	PLS	Survey Team	QA/QC	Sr. Eng (MOT)	Sr. Eng (Struct)	Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		\$195	\$180	\$140	\$75	\$115	\$140	\$185	\$180	\$150	\$210	\$60			
101	PRELIMINARY AND GENERAL ITEMS														
101.1	Project Management	64		0	0	0	0	0				80	144	\$0.00	\$17,280.00
101.2	Kick-Off Meeting and Progress Meetings	36		0	35	0	0	0				0	72	\$0.00	\$9,720.00
101.3	Utility and Agency Coordination	8		40	40	80	0	0				0	168	\$0.00	\$19,360.00
101.4	Project Permits	2		8	8	0	0	0				0	18	\$9,000.00	\$5,110.00
101.5	Right-of-Way	1		2	0	0	4	0				0	7	\$0.00	\$1,035.00
101.6	Records Review, Information Research and Analysis of Data	0		16	16	0	0	0				0	32	\$0.00	\$3,440.00
101.7	Photoblog (Sahara)	2		0	0	0	4	12				0	26	\$0.00	\$4,290.00
101.8	Update to Geotechnical Report	4		40	40	0	0	0	1			0	7	\$3,000.00	\$4,130.00
101.9	CMAR Coord	40		0	40	0	0	0				0	136	\$0.00	\$19,280.00
101	Subtotal Hours	155		118	140	80	8	12	1	8	8	80	610		
101	Subtotal Fee	\$30,225.00	\$0.00	\$16,520.00	\$10,500.00	\$9,200.00	\$1,120.00	\$2,220.00	\$180.00	\$1,200.00	\$1,860.00	\$4,800.00		\$5,000.00	\$83,645.00
102	90% DESIGN PHASE														
102.1.1	Amendment to Design Report	8		80	40	20	0	0				0	156	\$0.00	\$19,500.00
102.1.2	90% Design Phase Plans	8		200	0	100	0	0			16	0	340	\$0.00	\$46,740.00
102.1.3	90% Design Phase Construction Cost Estimate	4		8	8	0	0	0	2			0	22	\$0.00	\$2,860.00
102.1.4	90% Design Phase Special Provisions	4		40	0	0	0	0	8		16	0	68	\$0.00	\$11,180.00
102.1.5	90% Walk Through	4		4	0	0	0	0				0	8	\$0.00	\$1,340.00
102.1.7	Project Presentations	16		8	8	0	0	0				0	24	\$0.00	\$4,240.00
102.1.8	Finalize Permit Applications	4		8	4	0	0	0				0	16	\$0.00	\$2,200.00
102	Subtotal Hours	48		348	52	120	8	8	18	8	32	0	634		
102	Subtotal Fee	\$9,360.00	\$0.00	\$48,720.00	\$3,900.00	\$13,800.00	\$1,120.00	\$0.00	\$3,240.00	\$1,200.00	\$6,720.00	\$0.00		\$0.00	\$88,050.00
103	100% DESIGN PHASE														
103.1.1.1	100% Pre-Final (Bond) Submittal	8		60	0	60	4	0			4	0	148	\$0.00	\$20,300.00
103.1.1.2	100% Final (Mylar) Submittal	8		40	0	40	4	0			4	0	104	\$0.00	\$14,600.00
103	Subtotal Hours	16		100	0	100	8	8	0	16	8	0	252		
103	Subtotal Fee	\$3,120.00	\$0.00	\$14,000.00	\$0.00	\$11,500.00	\$1,120.00	\$0.00	\$2,880.00	\$600.00	\$1,860.00	\$0.00		\$0.00	\$34,900.00
105	CONSTRUCTION PHASE														
105.1	Pre-Construction Meeting	4		4	0	0	0	0				0	8	\$0.00	\$1,340.00
105.2	Submittal Review	4		20	20	0	4	4			8	0	100	\$0.00	\$10,560.00
105.3	Construction Support Services	4		20	20	0	4	4			8	0	100	\$0.00	\$10,560.00
105	Subtotal Hours	4		44	40	0	8	8	0	16	16	80	208		
105	Subtotal Fee	\$780.00	\$0.00	\$6,160.00	\$3,000.00	\$0.00	\$0.00	\$1,480.00	\$2,880.00	\$0.00	\$3,360.00	\$4,800.00		\$0.00	\$22,480.00
	Total Basic Services Hours	223	0	610	232	300	24	20	51	20	64	160	1,704		
	Total Basic Services Fee	43,485	0	85,400	17,400	34,500	3,360	3,700	9,160	3,000	13,440	9,600		\$6,000.00	\$225,085.00

TASK 1: OAKLEY SEWER REHABILITATION EXHIBIT D-3: BASIC SERVICES FEE BREAKDOWN											
ARTICLE	DESCRIPTION	PM	APM/ Task Manager	Sr. Eng III	Sr. Des	PLS	Survey Team	Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		\$195	\$180	\$160	\$115	\$140	\$185	\$60			
101	PRELIMINARY AND GENERAL ITEMS										
101.1	Project Management	16	64	0	0	0	0	80	160	\$0.00	\$19,440.00
101.2	Kick-Off Meeting and Progress Meetings (8)		36	18	0	0	0	0	54	\$0.00	\$9,360.00
101.3	Utility and Agency Coordination		16	60	40	0	0	0	156		\$17,080.00
101.4	Project Permits		4	8	8	0	0	0	12	\$6,000.00	\$8,000.00
101.5	CMAR Coordination		40	40	0	0	0	0	120		\$13,600.00
101	Subtotal Hours	16	160	126	40	0	0	80	502		
101	Subtotal Fee	\$3,120.00	\$28,800.00	\$20,160.00	\$4,600.00	\$0.00	\$0.00	\$4,800.00		\$6,000.00	\$67,480.00
102	30% DESIGN PHASE										
102.1	Survey		4			24	40		68	\$0.00	\$11,480.00
102.3	Records Review, Info Research and Data Analysis		24	80	0	0	0	0	144	\$0.00	\$17,120.00
102.3.4	Technical Memorandum		8	80	40			16	224		\$19,800.00
102.4	Utility Polishing								0	\$0.00	\$0.00
102.6	30% Design Phase Plans		40	80	160	0	0	0	360		\$38,400.00
102.7	Walk Through		4	4					8	\$0.00	\$1,360.00
102	Subtotal Hours	0	80	244	200	24	40	16	804		
102	Subtotal Fee	\$0.00	\$14,400.00	\$39,040.00	\$23,000.00	\$3,360.00	\$7,400.00	\$960.00		\$0.00	\$88,160.00
103	90% DESIGN PHASE										
103.1.1	90% Design Phase Plans		24	80	80	16			240		\$28,560.00
103.1.2	90% Design Phase Construction Cost Estimate		1	16					17	\$0.00	\$2,740.00
103.1.3	90% Design Phase Special Provisions		24	80				16	160		\$18,080.00
103.1.4	90% Walk Through		4	4					8	\$0.00	\$1,360.00
103.1.6	Finalize Permit Applications		4	8					12	\$0.00	\$2,000.00
103	Subtotal Hours	0	57	188	80	16	0	16	437		
103	Subtotal Fee	\$0.00	\$10,260.00	\$30,080.00	\$9,200.00	\$2,240.00	\$0.00	\$960.00		\$0.00	\$52,740.00
104	100% DESIGN PHASE										
104.1.1.1	100% Pre-Final (Bond) Submittal		16	80	80	4	0	16	196		\$26,400.00
104.1.1.2	100% Final (Mylar) Submittal		8	60	40		0	16	124		\$16,600.00
104	Subtotal Hours	0	24	140	120	4	0	32	320		
104	Subtotal Fee	\$0.00	\$4,320.00	\$22,400.00	\$13,800.00	\$560.00	\$0.00	\$1,920.00		\$0.00	\$43,000.00
106	CONSTRUCTION PHASE										
106.1	Pre-Construction Meeting		4	4	0	0	0	0	8	\$0.00	\$1,360.00
106.2	Submittal Review		10	24	0		0		34	\$0.00	\$5,640.00
106.3	Construction Support Services		10	24	0		0		34	\$0.00	\$5,640.00
106	Subtotal Hours	0	24	52	0	0	0	0	76		
106	Subtotal Fee	\$0.00	\$4,320.00	\$8,320.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$12,640.00
	Total Basic Services Hours	16	345	750	440	44	40	144	2,139		
	Total Basic Services Fee	\$3,120.00	\$62,100.00	\$120,000.00	\$50,600.00	\$6,160.00	\$7,400.00	\$8,640.00		\$6,000.00	\$284,020.00

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

- 402.1 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.
- 402.2 Additional Services are services provided in the interests of the Project that are not set forth in Exhibit "A" (Scope of Services).
- 402.3 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 Contract 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 this Contract.
- 402.4 Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Additional Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment or change order to this Contract to allow them as Reimbursable Expenses.
- 402.5 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment or change order to this Contract.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	\$120,000	See list below.

- 402.5.1 Additional Services may include, but are not limited to, the following:
- 402.5.2 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
- 402.5.3 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.
- 402.5.4 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
- 402.5.5 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.
- 402.5.6 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.
- 402.5.7 **Dam Safety Permit** – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.
- 402.5.8 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.
- 402.5.9 **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
- 402.5.10 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.
- 402.5.11 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.
- 402.5.12 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.
- 402.5.13 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System** – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.
- 402.5.14 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.
- 402.5.15 **Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.
- 402.5.16 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
- 402.5.17 **Slope/Embankment Design** – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.
- 402.5.18 **Spillway/Energy Dissipater** – As required by the City, Consultant shall provide additional design for reconstruction of the Rainbow Detention Basin spillway and energy dissipater structure.
- 402.5.19 **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.
- 402.5.20 **Structural** – As required by the City, Consultant shall provide additional structural design.
- 402.5.21 **Structural Design** – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.

- 402.5.22 Structural Engineering** – The existing manholes and junction structures may need to be modified to provide access for the Contractor to rehabilitate the facilities. An allowance is provided to prepare the required structural modifications and/or new facilities to provide access.
- 402.5.23 Survey** – As required by the design, Consultant shall obtain additional survey in critical areas of design to supplement the aerial mapping provided with the basic services. In addition, Consultant shall obtain additional survey for additional utility potholing.
- 402.5.24 Title Reports** – As required by the City, Consultant shall prepare Title Reports as required for the Project.
- 402.5.25 Traffic Control Plans** – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.
- 402.5.26 Utility Potholing** – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.
- 402.5.27 Waterline Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

END OF EXHIBIT D-3

EXHIBIT E-3

ADDITIONAL COMPENSATION

ARTICLE 1: CONSULTANT HOURLY RATES

- 1.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

CLASSIFICATION	RATE	UNIT
Project Manager	\$195	Per Hour
Sr. Engineer	\$160	Per Hour
Sr. Designer	\$115	Per Hour
PLS	\$140	Per Hour
Survey Team	\$185	Per Hour
Clerical	\$60	Per Hour

ARTICLE 2: REIMBURSABLE EXPENSES

- 2.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Contract.

- 2.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of one (1.0) times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.
- 2.3 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Contract, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment or change order to this Contract.
- 2.4 If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses
- 2.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, and Additional Services Rates shown in this Contract, and may otherwise only be authorized as reimbursable expenses by written amendment or change order to this Contract.

END OF EXHIBIT E-3

EXHIBIT F-3

NOT REQUIRED

END OF EXHIBIT F-3