

AMENDMENT NO. 02

180096-JH GRAND TETON DRIVE OVERPASS

THIS AMENDMENT NO. 02 is made and entered into this ____ day of _____, 2021, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), and Poggemeyer Design Group a Corporation (hereinafter the "Company") having its principal office located at 6960 Smoke Ranch Road, Suite 110, Las Vegas, Nevada 89128.

WHEREAS, the City and the Company have entered into that certain 180096-JH Grand Teton Drive Overpass, Contract dated November 06, 2017 (the "Contract"); and

WHEREAS, the City and the Company have entered into that certain Amendment No. 01, dated June 22, 2020; and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to incorporate plan revisions due to adjacent development, NEPA clearance for added federal construction funding, and construction services

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-2, Scope of Services
2. All submittal requirements are outlined in Exhibit A-2 Scope of Services
3. See attached Exhibit C-2 Performance Schedule, for additional contract calendar days
4. Exhibit "D" is hereby amended to increase the total compensation of the entire Agreement referenced herein by \$473,195.00 from \$744,358.00 to \$1,217,553.00.
5. Exhibit "D-2" Basic Services Fee Breakdown is hereby amended to increase the basic services of the entire Agreement referenced herein by \$342,255.00 from \$623,890.00 to \$966,145.00
6. Exhibit "E-2" Additional Services Fee Breakdown is hereby amended to increase the additional services compensation of the entire Agreement referenced herein by \$130,940.00 from \$120,468.00 to \$251,408.00
7. See updated attached Exhibit F-2, Key Personnel List
8. See updated attached Exhibit G-2, Certificate - Disclosure of Ownership/Principals

9. The Parties represent and acknowledge that as of the date of this Amendment No. 2 neither party (i) is in default under the terms of the Contact; (ii) has any defense, set off, or counterclaim to the enforcement by either party of the terms of the contract; and (iii) is aware of any action or inaction by either party that would constitute a default by either party under the Contract.
10. In the event of a conflict between any provision(s) of the Contract, Amendment No.1 and of this Amendment No. 2, this Amendment No. 2 shall control.
11. In all other respects, the Contract is hereby ratified and confirmed, in full.
12. Counterparts. This Amendment No. 2 may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment No. 2 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

Poggemeyer Design Group

Tonya Kemble, Manager, Purchasing & Contracts

Larry V. Carroll, P.E. 4/27/2021
Date

ATTEST:

LUANN D. HOLMES, MMC Date

City Clerk

APPROVED AS TO FORM: John S. Ridilla
Deputy City Attorney

John S. Ridilla 4/22/21
Deputy City Attorney Date

CONTRACT AMENDMENT NO. 02

EXHIBIT A-2 SCOPE OF SERVICES

180096-JH GRAND TETON DRIVE OVERPASS

BACKGROUND

On November 06, 2017, Poggemeyer Design Group (PDG) entered into an agreement with the City of Las Vegas (City) to provide Engineering Design Services for the Grand Teton Drive Overpass project. A detailed scope of services for the project is included in the Prime Design Services Agreement.

The scope of services to be provided under the terms of this Contract Modification consist of the addition of plan revisions to incorporate improvements to be constructed along the south east corner of Tee Pee and Grand Teton, preparation of Environmental Study (NEPA), and Construction Administration.

105.2R.1 TEE PEE DEVELOPMENT PLAN REVISIONS

Revisions to Grand Teton Construction plans for the development at the Southeast corner of Tee Pee Ln and Grand Teton Drive are to include:

105.2R.1.1 Update Plan Sheets

- Consultant will update plan sheets to incorporate the developers design, 14 sheets

105.2R.1.2 City Review/Coordination

- City Review and coordination with developer

105.2R.1.3 Update Construction Cost Estimate

- Consultant will update quantities based on plan revisions in task 105.2R.1.1

105.2R.1.4 Update Specifications

- Consultant will update specifications based on plan revisions in task 105.2R.1.1

105.2R.1.5 Utility Coordination

- Consultant will submit updated plan sheets to utility companies and acquire signatures

105.2R.1.6 Revise Electrical Design

- Consultant will update the electrical calculations for the electrical runs, and panels.
- Amperage usage, panel circuits, and available amperage and circuits will all need to be revised.

105.2R.2 ENVIRONMENTAL STUDY

The Environmental Study will include qualitative, and where appropriate, quantitative evaluations of potential effects of the Project on nearby human receptors, natural resources, cultural resources, land uses and values. Our Environmental Study will adhere to the Council on Environmental Quality's (CEQ) September 2020 modifications to NEPA, which among other things, require that effects analyses be limited to those that have a reasonably close causal relationship to the proposed action or alternatives. Our Environmental Study will also be prepared in the format of an Environmental Assessment (EA) (using NDOT's recent Tropicana I-15 EA as a template), with the understanding that NDOT hopes to process this project as a Categorical Exclusion. All reports will be submitted electronically (no hard copies required).

105.2R.2.1 Project Overview and Alternatives

Project Background – This section of the Project Overview will include the history of the project and current status. It will explain both the City of Las Vegas (CLV) ownership of the project, and Nevada Department of Transportation (NDOT) and the Federal

Highway Administration (FHA) involvement as federal agencies (or federal agency liaison in the case of NDOT) responsible for compliance under the National Environmental Policy Act (NEPA).

Purpose and Need (P&N) – The P&N will document the CLV P&N for the project and NDOT’s P&N for the environmental study. The P&N statements will set the stage for the alternatives analyzed.

Public Contribution to the Purpose and Need – This section of the Project Overview will incorporate applicable comments from the public that contributed to the P&N and subsequent Alternatives.

Project Cost – This section of the Project Overview will provide a breakdown of project related costs.

The Alternatives section of the Environmental Study will include a detailed description of the following:

- Alternative Development and Evaluation Process
- No Build Alternative
- Preferred Alternative/Proposed Action
- How the Preferred Alternative meets the Purpose and Need for the Project.

It is assumed that there are no additional “action” alternatives, other than the Proposed Action.

105.2R.2.2 Air Quality

Transportation plans and programs in non-attainment areas, such as Clark County, are subject to a process known as air quality conformity. The Environmental Study will include a qualitative evaluation of air quality impacts leveraging existing quantitative studies and models. The analysis will tier and refer to the 2020 Emissions Inventory and dispersion modeling completed by Clark County’s Air Quality Planning Section, which was used to determine if this project (among many others) is in conformity for ozone, Particulate Matter (PM)₁₀ and carbon dioxide, and evaluate the overall air quality impacts of the project.

The Grand Teton overpass project is expected to have positive impacts on emissions by improving east-west traffic flow across US 95, reducing idling vehicles at intersections while navigating around the existing lack of access across US 95 along Grand Teton Drive, and reducing miles traveled by providing direct access across US 95 from Grand Teton Drive, and is not recognized as a Project of Air Quality of Concern by the County. As such, the air quality analysis will be limited to a short summary of the existing modeling results and reference to the beneficial impacts of the study.

Air Quality Assumptions:

- No emissions inventory or dispersion modeling is included in our scope or fees. If an emissions inventory and/or dispersion modeling is determined necessary by NDOT, FHWA, or public comment, it shall be an additional service to be authorized by the City.

105.2R.2.3 Noise and Vibration

Coordinate with Regional Transportation Commission of Southern Nevada (RTC/SNV) to utilize the regional travel-demand TransCAD model output for traffic volumes to be used for Noise Analysis. The 2020, 2040 No-Action and 2040 Build Models will be requested from RTC. The AM and PM peak period data for each segment and each direction from the TransCAD models will be extracted. The roadways include Grand Teton Drive, W Frontage Road, Sky Point Drive and US 95. We will utilize the AM and PM peak-hour volumes for all of the above roadways in Noise Analysis. The truck percent will be calculated from the latest NDOT Annual Traffic Report. All the assumptions for the traffic data will be documented in the Noise Analysis Report.

Noise measurements will be conducted at four locations for 24 hours. Measurement sites will be at the backyard of houses facing Grand Teton Dr but located at least 500 feet from US95 R/W line. Traffic volumes on US95 and Grand Teton Dr will be recoded for 20 minutes during each of the measurements for the model verification.

The following cases will be modeled and analyzed:

1. Existing case with and without property walls
2. Future no build case with and without property walls
3. Future design case with and without property walls

Traffic noise impact analysis will be conducted in accordance with NDOT requirements. Possible noise abatement measures will be recommended for the impacted areas. Most likely, short sound walls would be required at the edge of the structure. The feasibility and reasonableness analysis will be completed for noise barriers in accordance with NDOT requirements. Construction noise and vibration analysis will be conducted for various phases. A draft and final noise technical report will be prepared and submitted to CLV and NDOT.

As an additional service to be authorized by the City, if traffic impacts are identified and abatement measures are recommended, then there will be a need to obtain the opinion of the benefited residences. All the benefited residences will receive ballots via U.S. certified mail which will explain the proposed abatement measures and will ask them to vote on installing or not installing the proposed abatement measure.

- It is estimated that at the most 80 houses need to be contacted as they may be benefited (number may be less). If a ballot is not received from a benefitted receptor after 30 calendar days from mailing, a second ballot will be sent under the same conditions. If no response is received or the U.S. Postal Service could not deliver a ballot and it is returned, it will be noted in the administrative record and further attempts will not be made.

105.2R.2.4 Land Use and Socioeconomic Conditions

The Land Use and Socioeconomic Conditions analyses for the Environmental Study document will include the following:

- Qualitative and as applicable, quantitative assessment of change in traffic patterns.
- Assessment of causal relationships between changes in traffic circulation and effects on businesses or residents.
- Assessment of development patterns.
- Assessment of direct land use impacts to trails, and determination of whether or not those impacts are subject to Section 4(f), if an exemption applies, and if formal documentation is needed.
- Preparation of an Environmental Justice analysis

The Land Use analysis will rely on existing traffic forecasts. Traffic modeling is not included in the scope of work.

105.2R.2.5 Areas of No Effect / Dismissed from Analysis

This section of the Environmental Study will identify any resources dismissed from analysis such as floodplains, energy resources and minerals, biological resources, hazardous materials, etc. Any resource dismissed from analysis will include a brief description as to why the resource does not occur within the project, is mitigated to the point where no effects are anticipated, and/or does not have a reasonably close causal relationship to the Proposed Action or alternatives. For mitigated effects, a description of the relevant mitigation measures will be identified.

105.2R.2.6 Water Resources

The Environmental Study will include a brief, quantitative analysis of potential effects on water resources. Surface waters in the project area are limited to ephemeral drainages, which at this time are not protected as Waters of the US and therefore, do not require permitting for proposed surface disturbance or alteration. The primary water resources concern of the Grand Teton Overpass project is the potential for stormwater runoff, which will be mitigated with implementation of stormwater Best Management Practices (BMPs). The analysis will identify potential areas of concern for stormwater runoff and refer to either the City of Las Vegas' existing stormwater management plan, or a project-specific stormwater management plan to be prepared for the Overpass. Any existing stormwater management plans for the Project or otherwise applicable will be provided by CLV to Kleinfelder.

105.2R.2.7 Cultural Resources

Establish Area of Potential Effect (APE)

Coordinate with the NDOT, FHWA, SHPO, client, engineering, and Project Manager (PM) to, as feasible, determine the maximum area of ground disturbance proposed by the project and to delineate the total project boundaries and APE.

If additional field work is required it shall be an additional service to be authorized by the City.

Cultural Resources Literature Review and Background Research

A Class I literature review of the APE and surrounding 1-mile radius through the Nevada Cultural Resources Information System (NVCRIS), which is an online repository of online data regarding previous cultural resources studies and resources. Copies of all previous findings and studies within the APE and surrounding 1-mile search radius will be reviewed and those resources that occur within the APE will be included in a confidential appendix to the final memorandum report. The estimated cost for the NVCRIS is \$350.00 to access the online database, complete the search and retrieve copies of the record search information.

Additional sources of information to review may include (but is not limited to) Certified Local Government annual reports and other data; Nevada Preservation Foundation; Western Nevada Agency of Indian Affairs; Historic American Buildings Survey/Historic American Engineering Records (HABS/HAER); the National Register Information System, the online database for National Register sites; Nevada State Library and Archives; Government Land Office Plat Maps; Sanborn Fire Insurance Maps and local historical societies, and museums to identify significant cultural resources listed by ordinance or regarded as significant by these institutions and located within the APE. To the extent feasible, relevant information from the previous 2007 cultural resources study will be included for background and reference purposes.

Cultural Resources Pedestrian Survey

After the NVCRIS results are received, Kleinfelder will mobilize and conduct the pedestrian survey (aka field survey) to assess for the presence of any archaeological resources within the APE. The survey will be conducted in accordance with Secretary of the Interior's Standards and Guidelines for Archaeological and Historic Preservation (48 FR 44716, Sept. 29, 1983). Given the overall location of the project area it is assumed that no resources will be identified within or near the APE. The intensive survey will include a systematic "walkover" in no greater than 10-meter-wide transects to inspect the surface of the survey area for cultural resources. The survey personnel will be equipped with a sub-meter accurate global positioning system (GPS) unit loaded with Project alignments and other pertinent data layers to be used for navigation, survey documentation, and to record cultural resources within the APE.

In the event of cultural resources are discovered during the survey, as an additional service to be authorized by the City, the resource will require documentation on the appropriate NDOT preferred archaeological site forms (ex. IMACS).

Class III Inventory Report

Within approximately 12 business days after completion of the Cultural Resources Literature Review and Pedestrian Survey, Kleinfelder archaeologist will draft a Class III Inventory report in accordance with NDOT guidelines. In the event of findings, the report will also include a list of previous and newly recorded resources and National Register of Historic Places (NRHP) status within the APE. Given the urban area and overall disturbance the APE is assumed to have negative results. Should there be resources present within the APE a revised scope and cost may be required to include the results and management recommendations. Up to one round of review from the client (2 hours) and NDOT (up to 6 hours) have been included in this estimate to finalize the document. This task includes time for technical staff, GIS, senior peer review, QA/QC, and technical editor.

Cultural Resources Assumptions:

- If any changes to the project boundary or APE after completion of the literature review requiring an additional search, it shall be an additional service to be authorized by the City.
- Kleinfelder expects the NVCRIS will result in no previous resources within the APE and one previous report to overlap with a portion of the APE. In the surrounding 1-mile radius it is assumed up to 3 previous resources and 5 previous studies will be identified in the literature review.
- Cultural report will be submitted electronically (no hard copies required)
- Does not include cost associated with cultural resources testing, research, field visits, data recovery, analysis, laboratory processing, or curation of archaeological findings.
- This scope and budget do not include any agency coordination, except NDOT. Up to 6 hours for agency coordination has been included.
- Kleinfelder will incorporate client comments (up to 2 hours), and agency comments (up to 6 hours) into the final report.
- Assume no architectural history or indirect effects assessment will be required, should this be needed a revised scope and cost may be needed.
 - If any of the above are required and/or change, they shall be an additional service to be authorized by the City.

105.2R.2.8 Visual Resources

The visual resource analysis of the Environmental Study will focus on evaluating and describing whether or not the type and extent of lighting is changing along the corridor, and the potential for overpass lighting to cause glare and light trespass issues for nearby residences. The visual analysis will also evaluate the overall visual intrusion of the overpass itself on nearby residences. Clark County Code requires that all light sources shall be shielded and directed downward at all times to prevent adverse impacts to adjacent residential uses or zoning districts. For lighting impacts that cannot be avoided through engineering design, mitigation measures will be developed as appropriate using the FHWA's Guidelines for the Visual Impact Assessment of Highway Projects.

Visual Resource Assumptions:

- If formal visual simulations for lighting or other visual impacts are required, it shall be an additional service to be authorized by the City.

105.2R.2.9 Hazardous Materials and Social Considerations

This section of the Environmental Study will include a brief description of the low probability of encountering hazardous materials in the Project Area, and mitigation measures in the event hazardous materials are encountered. The Social Considerations section will include a qualitative analysis of the potential social impacts of the project including but not limited to addressing comments received from the public.

105.2R.2.10 QA/QC, Environmental Study Document Compilation, Meetings, and Project Management

This task includes scope and costs for a number of project management responsibilities including:

- review of and incorporation of the subconsultant's analyses of noise, traffic and socioeconomics into the master Environmental Study;
- independent technical review (ITR) of each resource analysis by a qualified Kleinfelder ITR;
- compilation and formatting of the Environmental Study;
- meetings with CLV and NDOT; and
- project reporting and invoicing.
 - For project reporting, Kleinfelder intends to provide both CLV and NDOT with a bi-weekly update on our status with the Environmental Study.

105.2R.2.11 Agency Coordination & Public Involvement

As an additional service to be authorized by the City, Consultant will attend one virtual, public meeting held in advance of the Environmental Study completion. If an additional virtual, public meeting is required after the Environmental Study has been released to the public for review, or as determined appropriate by NDOT, it shall be an additional service to be authorized by the City. Substantive comments from the public meetings will be factored into the Environmental Study as appropriate.

Public Involvement Assumptions

- If there are substantive public comments that result in out of scope or additional tasks not reflected in this proposal, they shall be an additional service to be authorized by the City.

107.2R Construction Administration

Construction administration services are to include:

107.2R.1 Pre-Construction Meeting

- Attend the pre-construction meeting.

107.2R.2 Submittal Review

- 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.).

107.2R.3 Construction Support Services

- Project Site Visits to examine construction work.
- Respond to Contractor's Request for Information (RFI).
- Additional Design as needed to address RFIs.
- Assist with the processing of construction change orders.
- Attend final walk-through.
- Assist with the punch list preparation.

Additional Services

The following tasks if required shall be additional service to be authorized by the City:

NDOT Coordination & Design Changes from NEPA Studies

PDG anticipates the possibility of additional sound walls along US 95 and or Grand Teton Dr. Additional sound wall installation, length, and height will be determined from the Sound Study provided with the NEPA Documents. There is currently 1 existing sound wall on the Southeast side of the Overpass. It is anticipated walls will need to be installed on the Northwest and Southwest sides of the overpass. Currently there are 6'-8' privacy walls that may not provide adequate noise cancelling. There are no sound walls along the West side of US 95 within 500' of the overpass. The following tasks are included and not limited to:

- Sound Wall design
- Foundation design
- Drainage revisions
- Additional survey
- Soil borings
- Wall aesthetics
- Revisions to plans
- Coordinate with NDOT on necessary design changes
- Create plan sheets for sound walls

Environmental Study

The full scope of NEPA analyses is often difficult to predict due to the direct involvement of agency stakeholders and the public, both of which can influence the types or level of impact analysis required. The assumptions listed under the Air Quality, Cultural Resources, Visual Resources, and Public Involvement sub-tasks within our Contract Amendment speak to additional scope that could be required based on feedback from the agencies, results of field-based cultural surveys, input from the public, and a decision from NDOT on the type of NEPA document the Environmental Study will be used for. A brief description of these unlikely but potential additional services is listed below, and costs for these additional services to be authorized by the City are included in Exhibit E-2.

- **Air Quality Emissions Inventory and Dispersion Modeling**– A new Emissions Inventory and dispersion modeling of the project's potential impacts on ambient air quality could potentially be required if NDOT and the Air Quality Working Group determine that Clark County's existing Emissions Inventory and dispersion modeling are not sufficient for the project. Additional Services includes cost to complete an Emissions Inventory of modified traffic conditions and dispersion modeling of criteria and hazardous air pollutants.
- **Cultural Resource Field Discovery Documentation, SHPO Coordination, and Architectural History or Indirect Effects Determination** – In the event cultural resources are discovered during the field survey, the resources will require documentation on the appropriate NDOT preferred archaeological site forms (ex. IMACS); coordination with the SHPO; and potentially an architectural history or indirect effects assessment. Additional services assumes that field surveys could identify two to three isolated finds that require this additional scope.
- **Viewshed Simulations** – Viewshed analyses may be required as a result of public comments. Additional Services includes costs for four, one-directional GIS-based viewshed simulations of the proposed overpass.
- **Agency Coordination and Public Involvement** – If NDOT determines that an EA is required, there will be one virtual, formal public meeting required after development of the EA.

EXHIBIT C-2 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
Enviromental Study / Tee Pee Changes	180	Includes: 60 day noise study, 30 day, 2 week internal NDOT review
Construction Admin	420	
TOTAL CALENDAR DAYS TO COMPLETE:	600	

EXHIBIT D-2: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Project Director	Project Manager	Senior Engineer	Project Engineer	Engineering Intern	Project Coordinator	Senior Principal Professional	Project Professional	Staff Professional I	Professional Administrator	Project Administrator	Hours Subtotal	Direct Expenses	Task Amounts
		\$224	\$202	\$186	\$167	\$135	\$100	\$200	\$165	\$195	\$107	\$88			
	Direct Salary														
105.2R.1	TEE PEE PLAN REVISIONS														
105.2R.1.1	Update Plan Sheets	0	10	0	20	80	0	0	0	0	0	0	110	\$ -	\$ 16,160.00
105.2R.1.2	Cy Review/Coordination	0	5	0	25	35	0	0	0	0	0	0	65	\$ -	\$ 9,910.00
105.2R.1.3	Update Construction Cost Estimate	0	2	0	5	20	5	0	0	0	0	0	32	\$ -	\$ 4,430.00
105.2R.1.4	Update Specifications	0	0	0	6	0	0	0	0	0	0	0	6	\$ -	\$ 1,000.00
105.2R.1.5	Utility Coordination	0	0	0	10	30	0	0	0	0	0	0	40	\$ -	\$ 5,720.00
105.2R.1.6	Revised Electrical Design	0	1	0	10	10	0	0	0	0	0	0	21	\$ -	\$ 3,220.00
105.2R.1	Subtotal Hours	0	18	0	76	175	5	0	0	0	0	0	274	\$ -	\$ 40,460.00
105.2R.1	Subtotal Fee	\$ -	\$ 3,636.00	\$ -	\$ 12,892.00	\$ 23,626.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 40,460.00
105.2R.2	ENVIRONMENTAL STUDY														
105.2R.2.1	Project Overview and Alternatives	0	0	0	0	0	0	8	28	0	40	0	76	\$ -	\$ 10,220.00
105.2R.2.2	Air Quality	0	0	0	0	0	0	32	16	48	0	0	96	\$ -	\$ 15,360.00
105.2R.2.3	Noise and Vibration	0	0	0	0	0	0	0	0	0	0	0	0	\$ 65,000.00	\$ 65,000.00
105.2R.2.4	Land Use and Socioeconomics	0	0	0	0	0	0	0	0	0	0	0	0	\$ 33,000.00	\$ 33,000.00
105.2R.2.5	Areas of No Effect / Dismissed from Analysis	0	0	0	0	0	0	2	4	10	0	0	16	\$ -	\$ 2,970.00
105.2R.2.6	Water Resources	0	0	0	0	0	0	2	4	0	20	0	26	\$ -	\$ 3,160.00
105.2R.2.7	Cultural Resources	0	0	0	0	0	0	8	50	50	0	0	108	\$ 350.00	\$ 16,450.00
105.2R.2.8	Visual Resources	0	0	0	0	0	0	4	8	0	30	0	42	\$ -	\$ 5,260.00
105.2R.2.9	Hazardous Materials & Social Considerations	0	0	0	0	0	0	2	4	0	24	0	30	\$ -	\$ 3,685.00
105.2R.2.10	QA/QC Environmental Study Document	0	0	0	0	0	0	124	168	16	40	20	368	\$ -	\$ 59,040.00
105.2R.2.11	Completion, Migs and Project Management	0	0	0	0	0	0	4	8	0	0	0	12	\$ -	\$ 2,040.00
105.2R.2	Subtotal Hours	0	0	0	0	0	0	166	290	124	154	20	774	\$ -	\$ 168,350.00
105.2R.2	Subtotal Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,200.00	\$ 44,960.00	\$ 16,740.00	\$ 16,479.00	\$ 1,760.00		\$ 88,350.00	\$ 205,479.00
107.2R	CONSTRUCTION ADMINISTRATION														
107.2R.1	Pre-Construction Meeting	0	3	3	0	0	0	0	0	0	0	0	6	\$ -	\$ 1,164.00
107.2R.2	Submittal Review	0	40	0	160	0	20	0	0	0	0	0	220	\$ -	\$ 36,800.00
107.2R.3	Construction Support Services	0	76	178	0	60	18	0	0	0	0	0	332	\$ -	\$ 58,980.00
107.2R	Subtotal Hours	0	119	181	160	60	38	0	0	0	0	0	568	\$ -	\$ 96,924.00
107.2R	Subtotal Fee	\$ -	\$ 24,038.00	\$ 33,666.00	\$ 26,720.00	\$ 8,100.00	\$ 3,860.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 96,924.00
	Total Basic Services Hours	0	137	181	236	236	43	166	290	124	154	20	1,606	\$ -	\$ 342,265.00
	Total Basic Services Fee	\$ -	\$ 27,674.00	\$ 33,666.00	\$ 39,412.00	\$ 31,726.00	\$ 4,300.00	\$ 37,200.00	\$ 44,960.00	\$ 16,740.00	\$ 16,479.00	\$ 1,760.00		\$ 88,350.00	\$ 342,265.00

EXHIBIT E-2: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Engineering Intern	Senior Principal Professional	Project Professional	Staff Professional I	Professional	HOURS SUBTOTAL	Direct Expenses	Task Amounts
		\$202	\$186	\$167	\$195	\$200	\$155	\$135	\$107			
	ADDITIONAL SERVICES											
	TRCOT Coordination & Design Changes	70	20	100	200	0	0	0	0	380	\$ -	\$ 61,560.00
	Air Quality Emissions Inventory and Dispersion Modeling	0	0	0	0	24	50	50	60	184	\$ -	\$ 26,720.00
	Cultural Resource Field Discovery, Documentation, SHPO Coordination, and Architectural History or Indirect Effects Determination	0	0	0	0	20	40	40	0	100	\$ -	\$ 15,600.00
	Viewshed Simulations	0	0	0	0	4	40	40	0	84	\$ -	\$ 12,400.00
	Agency Coordination & Public Involvement	0	0	0	0	2	20	16	0	38	\$ -	\$ 6,650.00
	Determining Public Opinion - Noise Study	0	0	0	0	0	0	0	0	0	\$ 10,000.00	\$ 10,000.00
	Total Additional Services - Hours	70	20	100	200	50	150	146	60	796	\$ -	\$ 130,940.00
	Total Additional Services - Fee	\$ 14,140.00	\$ 3,720.00	\$ 16,700.00	\$ 27,000.00	\$ 10,000.00	\$ 23,250.00	\$ 19,710.00	\$ 6,420.00		\$ 10,000.00	\$ 130,940.00

EXHIBIT E-2 COMPENSATION

500 CONSULTANT HOURLY RATES

500.1 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	MAXIMUM HOURLY RATE
Project Director	\$224
Project Manager	\$202
Senior Engineer	\$186
Project Engineer	\$167
Engineering Intern	\$135
Project Coordinator	\$100
Senior Principal Professional	\$200
Project Professional	\$155
Staff Professional I	\$135
Professional	\$107
Project Administrator	\$88
Registered Surveyor	\$168
Survey Crew	\$224

EXHIBIT F-2

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

- 600.1 CITY REPRESENTATIVE: Randy McConnell, PE
- 600.2 CITY REPRESENTATIVE'S SUPERVISOR: Rosa Cortez, 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 or additions require City approval.
- 601.1.1 CONSULTANT REPRESENTATIVE: Robert Desmond, P.E.
- 601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Larry V. Carroll, PE
- 601.1.3 PROJECT MANAGER: Robert Desmond, P.E.
- 601.1.4 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Robert Desmond, P.E.; Steve Renck, P.E., S.E.
- 601.1.5 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: Robert Desmond-025595; Steve Renck-006714

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 or additions require City approval.
- 602.1.1 AERIAL MAPPING: Aerotech Mapping, Inc.
- 602.1.2 ELECTRICAL ENGINEER: TJK Consulting Engineers, Inc.
- 602.1.3 GEOTECHNICAL ENGINEER: Terracon
- 602.1.4 POTHOLING: KCI Technologies, Inc.

END OF EXHIBIT "F"

EXHIBIT G-2
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	Block 2: Description / Subject Matter of Contract
Name: Poggemeyer Design Group, Inc.	Services for: 180096-JH
Address: 6960 Smoke Ranch Road Las Vegas, Nevada 89128	
Telephone: 702-255-8100	Project Number: 180096-JH
EIN or DUNS : 34-1056617	

Block 3: Type of Business

Individual
 Partnership
 Limited Liability Company
 Corporation
 Trust
 Other:

CERTIFICATE -- DISCLOSURE OF OWNERSHIP/PRINCIPALS

(CONTINUED)

Block 4: Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Kleinfelder, Inc	550 West C Street, Ste. 1200, San Diego, CA 92101	619-831-4600
2.			
3.			
4.			
5.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Larry V. Carroll, P.E.

Larry V. Carroll

Name

4/27/2021

Date

Subscribed and sworn to before me this 27th day of

April, 2021
Teresa M Gutierrez
Notary Public

