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Logandale, Nevada * 89021
Telephone (702) 397-6893 * Facsimile (702) 397-6894

To: Chairman Ken Staton & MVWD Board of Directors
From: Joseph Davis, General Manager
Date: December 31, 2013
Subject: Engineering work for MSM-0062-13 for APN's #070-13-301-001 & 004

Background

In July of 2007, the District acquired a right of way easement and quitclaim deed from Larry Adams for a strip of land that lays between Pioneer Rd. and the District's Overton Tank site.

During research of the above transaction, staff discovered that although the paperwork was recorded with the County it has been sitting in limbo until the subdivision map process is completed.

Staff contacted Advantage Civil Design Group out of Las Vegas to get an estimate of costs associated to bring this matter to a close. Specified services to be supplied are as follows:

Design Review Application/Structures Plan.....	\$5750.00
Slope Analysis Plan.....	\$2500.00
Topographic Survey.....	\$3100.00
	\$11,350.00

A copy of the Engagement letter is attached for your review.

Suggested Motion

Move to instruct staff to sign the engagement letter with Advanced Civil Design Group for an amount not to exceed \$11,350.00.



ADVANTAGE CIVIL DESIGN GROUP

1170 CENTER POINT DRIVE - HENDERSON - NEVADA - 89074 - 702-452-2234

Prop 13-069

October 17, 2013

Joe Davis
Moapa Valley Water District
601 N Moapa Valley Blvd.
Overton, NV
89040

RE: PROPOSAL FOR PRELIMINARY ENGINEERING SERVICES FOR A PARCEL OF LAND AT THE SE CORNER OF PIONEER ROAD/WEST THOMAS AVENUE. (APN #070-13-301-001 & 004).

Dear Mr. Davis:

In accordance with your request, we are pleased to submit this proposal for Preliminary Engineering Services for the above referenced development. The proposal includes services related to conditions received from County Staff on MSM-0062-13. These services will address the need for a Design Review (public hearing) and Slope Analysis only. The specific services we propose to furnish at this time are as follows:

1) PRELIMINARY ENGINEERING

- a) Design Review Application/Structures Plan.....\$5,750.00**
Prepare a Design Review submittal in accordance with the requirements of the Clark County Zoning/Planning conditions. The site plan / design review shall include all site data as related to the request for a slope analysis including a structures plan. All submittal and application fees are to be paid by the client. Cost includes processing of Design Review application and attendance at Moapa Town Board, Planning Commission and (1) site visit.
- b) Slope Analysis Plan..... \$2,500.00**
Prepare a Slope analysis of the parcel to accompany the Design Review Application. The slope analysis will provide a representation of exact slopes across the site, and shall utilize the existing site surveyed contours to generate the analysis.
- c) Topographic Survey..... \$3,100.00**
Advantage Civil Design Group, LLP (ACDG) through a subconsultant will perform a conventional site survey to generate 1-foot contours for use with the slope analysis. Additional hard shots will be taken as needed and based upon GPS and/or conventional survey methods. Clark County Vertical Control will be utilized as the datum for this project (NAVD 1988). Site boundary in cad format shall be provided by the Client for use with this project.

TOTAL PROPOSAL COST \$11,350.00

ITEMS TO BE PROVIDED BY THE CLIENT

- Building architectural drawings and renderings, and landscaping drawings, grading plan, or schematics necessary for land use application.
- The Client shall provide a project boundary in Autocad format. All submittal and application fees are to be paid by the Client.

EXCLUSIONS

Other items not included within the scope of this proposal include the following:

- This scope includes costs for planning items only and tasks specifically mentioned herein.
- It shall be the contractor's responsibility to pull all building permits, grading permits, access permits, storm water control, encroachment permits and offsite construction permits for this project.
- Permit processing.
- Storm Water Pollution Control (SWPPP) permitting and maintenance shall be the responsibility of the Contractor. ACDG assumes no responsibility for project SWPPP.
- Any Structural, Geotechnical or Environmental for this project is not considered part of this contract.
- Construction Staking or Monumentation.
- This scope assumes there will be no site improvements occurring as part of the slope analysis/Design Review application. If grading plans, improvement plans or studies are required as part of this application, those items will be provided at a negotiated lump sum cost.

TERMS & CONDITIONS

This proposal is in effect until Dec 1, 2013 at which time the Engineer reserves the right to increase fees remaining for services itemized in this proposal due to increase in labor and material costs. Any increases in excess of five percent (5%) will require negotiation with Client.

Access To Site

Unless otherwise stated, Advantage Civil Design Group, LLP, hereafter referred to as "Consultant", will have access to the site for activities necessary for the performance of the services described herein.

Contract and Assignment

This Agreement, including all pages incorporated herein by reference, represents the entire agreement and understanding between the parties. The terms of this agreement will prevail over any different or additional terms in Client's purchase order or other forms unless agreed in writing by Consultant. Any modifications to this Agreement shall be in writing and signed by authorized representatives of both parties. Neither Client nor Consultant shall assign its interest in this Agreement without the written consent of the other. If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client in writing of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and be compensated under the terms set by this Agreement.

Billings/Payments

If Client fails to pay an invoice when due, Consultant may suspend all services until such invoice is paid in full. If payment in full is not made within forty five (45) days of the invoice date, Consultant may treat such nonpayment as a material breach of this Agreement by the Client and may terminate this agreement. Any balance not paid within forty five (45) days of the original invoice will constitute a stop to all work on the project until the balance is paid in full. Client agrees to pay a late payment which will be computed at the periodic rate of one and one-half percent (1½%) per month, which is an ANNUAL PERCENTAGE of eighteen percent (18%), and will be applied to any unpaid balance commencing thirty (30) days after date of the original invoice.

Limitation of Liability

Consultant shall not be responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of Consultant, nor is Consultant responsible for their acts or omissions or for any damages resulting there from. The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant. Also, neither Client nor any other person may change or modify Consultant's work product without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising in whole or in part from such unauthorized changes or modifications. Client agrees to limit Consultant's liability due to professional negligence and to any liability arising out of or relating to this Agreement to the amount of the Consultant's contract fee. This limit applies to all services on this Project, whether provided under this or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties.

Termination of Services

This Agreement may be terminated by either party upon ten (10) days written notice sent first class mail, return receipt requested. In the event of termination, Client shall pay for all reasonable charges for work performed and demobilization by Consultant through the tenth (10th) day after mailing the notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

Dispute Resolution

All disputes between Consultant and Client with the exception of non-payment issues, shall be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute and the amount of time or money claimed, and requiring that the mediation proceeds within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. No action or suit may commence unless the mediation does not occur within ninety (90) days after service of notice, the mediation occurred but did not resolve the dispute, or statute of limitation would elapse if suit was not filed prior to sixty (60) days after service of notice.

Lien Disclosure

Advantage Civil Design Group reserves the right to pre-lien/lien a project at our sole discretion to the limits as allowed by law. The lien will be filed with the County Clerk for the county in which the property is located.

Ownership of Documents

All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by the Client for any other endeavor without the written consent of the Consultant or until payment has been made in full.


We propose to furnish our services on a lump sum basis, as indicated above. The client will be billed progress payments on each task for percentage of completion for the duration of the project. **A 50% Retainer will be required prior to commencement of work. Final payment will be required for all tasks at submittal of said task to the Client or entity.** Permits, fees, disks, subconsultant services and any direct costs will be invoiced to the client at cost plus ten percent. Should the client request any revisions to the site which causes a change on improvement plans or requests any task(s) not specifically outlined in this proposal, the additional costs will be billed upon completion of said task(s) on an agreed lump sum or time and materials basis at the current hourly rate listed on the following page.

2013 HOURLY RATES

Clerical	\$ 50.00
Draftsman/Asst. Planner	\$ 60.00
AutoCad Operator	\$ 75.00
Designer/Processor	\$ 85.00
Senior Designer/Planner	\$ 95.00
Engineer	\$ 110.00
Project Manager/Mapper	\$ 125.00
Engineering Manager	\$ 130.00
Survey Manager	\$ 130.00
Survey Crew	\$ 155.00
Principal	\$ 175.00

Accepted and Agreed:

Advantage Civil Design Group, LLP

 10.17.13
Kevin G. Keyes, P.E. Date
Principal

Moapa Valley Water District

Joe Davis Date