

**AMENDMENT NO. 1  
TO THE  
PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
FOR THE  
COMMERCE STREET REHABILITATION PROJECT  
HENDERSON CIRCLE TO CRAIG ROAD**

This Amendment No. 1, made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of North Las Vegas, a Nevada municipal corporation (the "City") and GCW, Inc., Nevada corporation, (hereinafter referred to as "Consultant"), amends the Professional Engineering Services Agreement, hereinafter referred to as "Agreement" for the Commerce Street Rehabilitation, Henderson Circle to Craig Road project (hereinafter referred to as "Project"), for the services and fees as hereinafter described.

**WITNESSETH:**

Whereas, on March 2, 2022, the City and Consultant entered into the Agreement for the Project; and

Whereas, the City and Consultant desire to amend the Agreement with this Amendment No. 1 to include Streetlight design services and bid phase support services for the Project, as set forth in Exhibit "A-2" "Additional Scope of Basic Services" and Exhibit "A-3" "Additional Supplemental Services".

Now, therefore, in consideration of the promises and terms contained herein, the parties agree to amend the Agreement as follows:

- 1) Section III "Scope of Services" is hereby deleted in its entirety and replaced with the following:

**SECTION III – SCOPE OF SERVICES**

Services to be performed by the Consultant shall consist of the Basic Services described in Exhibit "A," the Additional Scope of Basic Services described in Exhibit "A-2," and may consist of those Supplemental Services and Additional Supplemental Services described in Exhibits "A-1" and "A-3."

- 2) The Agreement is hereby amended to include Exhibits "A-2" and "A-3," which are attached to this Amendment.
- 3) Section V "Supplemental Services of Consultant" is hereby deleted and replaced with the following:

## SECTION V – SUPPLEMENTAL SERVICES OF CONSULTANT

Supplemental Services will be provided only as specifically authorized in writing by the City's representative and may consist of any or all of the work described in Exhibits "A-1" and "A-3". Any other significant change of work determined by the City as essential to an efficiently and timely completion of the Project shall require a formal Amendment to this Agreement as provided by Section IV of this Agreement.

- 4) Section VIII, Subsection A of the Agreement shall be deleted in its entirety and replaced with the following:

### A. TOTAL COMPENSATION

1. The City shall pay the Consultant an amount for each of the tasks described in Exhibits "A", "A-1", "A-2" and "A-3" as follows:

<u>Basic Services</u>	<u>Lump Sum Amount</u>
1. Preliminary Engineering Services	\$ 162,385
2. Final Design Services	\$ 102,525
3. Bidding Phase Support Services	\$ 6,590
Subtotal	\$ 271,500

<u>Additional Basic Services</u>	<u>Lump Sum Amount</u>
4. Streetlight Preliminary Engineering Services	\$ 7,650
5. Streetlight Design Services	\$ 9,610
6. Streetlight Bid Phase Support Services	\$ 540
Subtotal	\$ 17,800

		<u>Time &amp; Material Amount</u>
Supplemental Services	Not-to-exceed	\$ 25,000
Streetlight Supplemental Services	Not-to-exceed	\$ 2,000
<b><u>Grand Total Not-to-Exceed</u></b>		<b><u>\$ 316,300</u></b>

- 5) In all other respects, the parties confirm and re-affirm the terms and provisions of the Agreement.

In Witness Whereof, this Amendment No. 1 is hereby executed as of the date first above set forth.

City of North Las Vegas, Nevada  
a Nevada municipal corporation

GCW, Inc.  
a Nevada corporation

By: \_\_\_\_\_  
John J. Lee  
Mayor

By:  \_\_\_\_\_  
Tim McCoy, P.E.  
President

Attest:

By: \_\_\_\_\_  
Jackie Rodgers  
City Clerk

Approved as to Form:

By:  \_\_\_\_\_  
Micaela Rustia Moore  
City Attorney

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
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**EXHIBIT "A-2"  
SCOPE OF BASIC SERVICES**

**INTRODUCTION**

This exhibit outlines the scope of work for Basic Services to be provided to the City by the Consultant for the Commerce Street Lighting Project. The City reserves the right to cancel, re-prioritize, and/or alter the schedule of the Project as identified herein. The City will give written Notice to Proceed on a task by task basis.

**PROJECT DESCRIPTION**

The City requires preliminary engineering, final design and bidding phase support services for the Commerce Street Lighting Project from Lone Mountain Road to the Lower Las Vegas Wash Trail.

The primary improvements consist of roadway lighting within the approximately 1,100 of length between Lone Mountain Road and the Lower Las Vegas Wash Trail on the west side of Commerce Street. The existing roadway is fully developed but is missing streetlights within the limits shown. The street lighting improvements are being installed along the west side of Commerce to improve visibility and safety in the area. Improvements may include electric service if existing street light circuits cannot be utilized.

The project will be added to the Commerce Street Rehabilitation Project Henderson Circle to Craig Road project, with the improvements added to the plans, special provisions, and cost estimating. The project scope is limited and will utilize GIS aerials and right-of-way information.

**STANDARDS**

The Project shall be designed in accordance with the following locally adopted standards and procedures.

1. Uniform Standard Specifications for Public Works' Construction Off-Site Improvements, Clark County Area, Nevada, current edition.
2. Uniform Standard Drawings for Public Works' Construction Off-Site Improvements, Clark County Area, Nevada, Volume I and II, current editions.
3. 2010 ADA Standards for Accessible Design, Department of Justice, current edition

4. A Policy on Geometric Design of Highways and Streets, American Association of State Highways and Transportation Officials (AASHTO), current edition.
5. Manual on Uniform Traffic Control Devices, Federal Highway Administration, current edition.
6. Public Right-of-Way Accessibility Guidelines (PROWAG), current edition.

When the Project involves other infrastructures, the adopted standards for such shall be recognized and followed. Such standards may include:

1. City of North Las Vegas Water Service District Rules and Regulations, current edition.
2. Uniform Design and Construction Standards for Potable Water Distribution Systems, Clark County, Nevada, current edition.
3. Design and Construction Standards for Wastewater Collection Systems, Southern Nevada, current edition.
5. Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District, current edition.

The Consultant understands and agrees that the above references are not comprehensive. Consultant shall verify and add to the list as needed to complete the Project to industry care and standards.

## **PURPOSE**

The purpose of Exhibit A is to establish the scope for the following tasks:

1. **Preliminary Engineering Services** - Services intended to establish the proposed configuration and establish a schematic design for the proposed Improvements before proceeding into final design for the work.
2. **Final Design Services** - Services related to preparation of construction Contract Documents and opinion of probable cost for the Improvements.
3. **Bidding Phase Support Services** - Services intended to support the City during public bidding of the Project.

## **TASK 4 PRELIMINARY ENGINEERING SERVICES**

Upon receipt of written authorization by City, Consultant shall provide the following preliminary engineering services to City for review and approval.

### **4.1 Project Management**

The Consultant shall:

1. Perform day-to-day work to administer interrelated activities, manage personnel and resources, monitor schedules and budgets, and coordinate

with City Departments/Divisions such as Engineering & Construction Services, Development and Flood Control, Real Property Services, Survey, Transportation Services, Roadway Operations, Environmental Services, Utilities, and Planning to obtain information on existing and proposed facilities within the area of the proposed Improvements.

#### **4.2 Progress Meetings**

1. Progress meetings will not be required during Preliminary Engineering.

#### **4.3 Records Review and Information Research**

The Consultant shall:

1. Identify pertinent documents and data that provide information required for the Project design. These documents shall consist of City water, sewer, and storm drainage facility GIS information, dry utility and fiber optic information, assessor's maps, record-of-surveys, parcel maps, final maps, improvement plans, grading, drainage, and regional flood control plans, traffic signal plans, utility plans, drainage studies, design criteria and standards, and other reports or studies currently being processed by the City which will likely affect the Project.
2. Provide ongoing supplemental research of public records during Project design.

#### **4.4 Utility and Entity Coordination**

The Consultant shall:

1. Conduct a field review and site inventory of the proposed alignment to visually determine the presence of buried and overhead utilities in the Project area.
2. Prepare formal notification letters to alert affected utility agencies of the City's requirements. Track utility submittals and comments on a Utility Submittal Matrix.
3. Coordinate with the affected utility companies, and agencies to obtain information on existing and proposed utility facilities within the area of proposed improvements.
4. Agencies to be contacted shall include, but not be limited to: City of North Las Vegas Utilities Department, Traffic, Development and Flood Control and Engineering & Construction Divisions, NV Energy Transmission and Distribution, Southern Nevada Water Authority (SNWA), Century Link, Cox Communications, Southwest Gas, Freeway Arterial Systems of Transportation (FAST), Clark County Regional Flood Control District, and any other impacted stakeholder to collect available records regarding the size and location of their facilities, as applicable, and to determine where there may be conflicts with

proposed improvements.

5. Meet with affected utility companies and agencies to address their concerns on Project related issues. Record meeting minutes to document key information items or decisions made.
6. Review City provided water, sewer, and storm drainage facility GIS information, fiber optic information, and other available records in the Project area.
7. Identify potential utility conflicts and provide a preliminary indication regarding the need to physically pothole and/or relocate interfering utilities in order to construct the work. If potholes are required, potholing will be performed as a supplemental service.

#### **4.5 Preliminary Cost Estimate**

The Consultant shall:

1. Prepare a preliminary bid schedule including a summary of bid items, preliminary opinion of construction cost, and total Project cost which shall consist of design, construction management, permits and contingency to correspond with a 30% level of design completion.

#### **4.6 Quality Assurance / Quality Control (QA / QC) Review**

The Consultant shall:

1. Utilize personnel independent of the Project to perform an internal QA/QC review on the Project's preliminary plans and cost estimate prior to production and submittal.
2. Upon request, the Consultant shall submit QA/QC review comments to the City.

### **TASK 5 FINAL DESIGN SERVICES**

Upon receipt of written authorization by the City, the Consultant shall perform all final design services necessary for construction of the Project Improvements including furnishing plans and specifications to the CITY for review, approval and printing.

#### **5.1 Project Management**

The Consultant shall:

1. Continue to perform the day-to-day work to administer interrelated activities.
2. Manage personnel and resources.
3. Monitor schedules and budgets.
4. Coordinate with the City and other agencies.

5. Submit draft schedule report to the CITY for review and approval prior to distribution.

## **5.2 Progress Meetings**

1. Progress meetings will not be required for this contract and will be included per the original scope of work.

## **5.3 70% Design**

CONSULTANT shall:

1. Prepare and furnish for the City 11" x 17" Progress Drawings and construction cost estimate digitally.

## **5.4 90 % QA/QC Review**

The Consultant shall:

1. Utilize personnel independent of the Project to perform a QA / QC review of the 90% Plans, Specifications, and Estimates prior to production and submittal to the City.
2. Upon request, the Consultant shall submit QA/QC review comments to the City.

## **5.5 90% Design Submittal**

The Consultant shall:

1. Address and incorporate comments received during the 70% Design review into 90% plans, contract documents, bid schedule and cost estimates. Provide a comment response matrix that consists of responses to the 70% design review comments and all previous submittal comments.
2. Prepare and submit the 90% Special Provisions and Bid Schedule for insertion into the Contract Documents. Legal and contractual sections including the Invitation to Bid, Instructions to Bidders, Bid Form, and General Conditions (the Front Ends) will be provided by the City and reviewed by the Consultant.
3. Prepare and submit the 90% Construction Cost Estimate.
4. Prepare and submit six (2) sets of 11"x17" 90% design drawings and four (2) sets of 24"x36" for review and comment.

The drawings are anticipated to consist of the following:

- Lighting Plan
5. Submit 90% design drawings to all affected outside agencies requiring or



requesting review of the plans and specifications.

6. Conduct a detailed "plans-in-hand" on-site review with CITY staff, and prepare meeting notes summarizing any design considerations or plan revisions.

The 90% submittal shall also consist of:

1. Updated Utility Matrix.

## **5.6 100% Complete Design Submittal**

The Consultant shall:

1. Develop 100% complete design documents that incorporate applicable 90% review comments.
2. Provide a comment response matrix that consists of responses to the 90% design review comments.
3. Prepare and submit two (2) sets of 11"x17" 100% design drawings on bond paper, Contract Documents and specifications, and updated construction cost estimates for City's review and comment.

## **5.7 Final Design Submittal**

The Consultant shall:

1. Address all final review comments in a matrix format and incorporate applicable comments pursuant to the 100% review into the final plans, special provisions, bid schedule and cost estimates.
2. Furnish to the City one (1) USB flash drive containing all Project drawings in AutoCAD format.
3. Provide mylar cover sheet signed by the appropriate public agencies and utility companies, Special Provisions, and Geotechnical Investigation Report, all in a form approved by the City and suitable for reproduction.
4. Provide the final Project probable opinion of construction cost.
5. Provide calculations, design worksheets, and other information for the City's files.
6. Ensure that all drawings, specifications, and reports shall be sealed, signed, and dated by a professional engineer(s) licensed in Nevada.

## **5.8 Permitting**

Permitting work is not anticipated for this Work.

## **TASK 6 BIDDING PHASE SUPPORT SERVICES**

Upon receipt of written authorization by the City, the Consultant shall perform the following tasks to provide bid phase support to the City.

### **6.1 Coordination/Clarifications**

The Consultant shall:

1. Interpret and provide written responses to requests from the City for technical clarifications on the Plans and Special Provisions during the bid period.

### **6.2 Addenda Preparation**

The Consultant shall:

1. Assist the City in preparation of addenda to the construction documents as requested by the City. The City will draft, sign and issue addenda to the plan holders.

### **6.3 Conformed Set**

CONSULTANT shall:

1. Incorporate all changes provided in the Addenda into consolidated Plans and Special Provisions prior to the Pre-Construction Meeting.