

Mayor  
John J. Lee



City Manager  
Dr. Qiong X. Liu, P.E., PTOE

Council Members  
Pamela A. Goynes-Brown  
Isaac E. Barron  
Richard J. Cherchio  
Scott Black

**City Clerk's Office – Catherine A. Raynor, MMC, City Clerk**  
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[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

August 17, 2017

James Caviola  
C.A. Group Inc.  
2785 S. Rainbow Boulevard  
Las Vegas, NV 89146

**SUBJECT: Amendment No. 1 to the Professional Engineering Services Agreement  
(CNLV Contract No. C-8634)**

Dear Mr. Caviola:

At the City of North Las Vegas City Council meeting held on Wednesday, August 16, 2017, the Council approved Amendment No. 1 to the Professional Engineering Services Agreement with C.A. Group, Inc. to increase funding of the original agreement from \$600,000 to \$923,185 from the Regional Transportation Commission of Southern Nevada Fuel Revenue Indexing Funds for the Las Vegas Boulevard Improvements, Tonopah Avenue to Carey Avenue Project, CIP Project Nos. 20015/10400.

Enclosed is a fully executed original of the agreement for your files.

If you have any questions regarding this agreement, please feel free to contact Christine Schaefer at 702-633-1206.

Sincerely,

A handwritten signature in cursive script that reads "Adel Tapia-Rojas".

Adel Tapia-Rojas  
Deputy City Clerk

Enc.

cc: Jennifer Doody, Public Works Director

**AMENDMENT NO. 1  
TO THE  
PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
FOR THE LAS VEGAS BOULEVARD IMPROVEMENTS  
(TONOPAH AVENUE TO CAREY AVENUE)**

This Amendment No. 1, made and entered into effective the 16<sup>th</sup> day of August, 2017 by and between the City of North Las Vegas, a Nevada municipal corporation (the "City"), and C.A. Group, Inc., a Nevada corporation (hereinafter referred to as "Consultant"), modifies the Professional Engineering Services Agreement (herein after referred to as "Agreement") for the Las Vegas Boulevard Improvements, Tonopah Avenue to Carey Avenue (hereinafter referred to as "Project"), for the fees as hereinafter described.

**WITNESSETH:**

Whereas, on November 5, 2014, the City and Consultant entered into an Agreement for the Project;

Whereas, the Agreement will complete the design at the 70% design level; and

Whereas, the City and Consultant desire to amend the Agreement with Amendment No. 1 to complete the design to bid and construction quality, provide for bid phase support, and provide for engineering construction management support, as described in Exhibit "A-2", "Additional Scope of Work".

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", and Exhibit "A", "Scope of Basic Services", shall be amended by adding Exhibit "A-2", "Additional Scope of Work" which adds Tasks 2.9 through 2.11, Task 3 (Bid Phase Support Services), and Task 4 (Construction Management Support Services). Exhibit "A-2" is attached hereto and made a part hereof by reference.
- 2) Section VIII, "Compensation and Terms of Payment", Subsection A, "Total Compensation", 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" and "A-2" as follows:

	<u><b>Lump Sum Amount</b></u>
<u><b>Basic Services</b></u>	
1. Preliminary Engineering Services	\$ 345,145
2. Final Design Services	\$ <u>467,286</u>
Subtotal	\$ <u>812,431</u>

	<u>Time &amp; Material Amount</u>
3. Bid Phase Support	\$ 9,240
4. Construction Management Support Services	<u>\$ 45,680</u>
Subtotal	<u>\$ 54,920</u>

		<u>Time &amp; Material Amount</u>
<b>Supplemental Services</b>	Not-to-exceed	<u>\$ 55,834</u>
<b><u>Grand Total Not-to-Exceed</u></b>		<b><u>\$ 923,185</u></b>

- 2.1) Controlling Agreement. This Amendment No. 1 shall be an amendment to the Agreement and shall be incorporated therein as fully set forth therein. All other terms, conditions and provisions of the Agreement shall remain in full force and effect. Until both parties execute this Amendment No. 1, the Agreement remains in full force and effect.
- 2.2) Governing Law and Venue. This Amendment No. 1 shall be governed in all reports whether as to validity, construction, capacity, performance, or otherwise by the laws of the State of Nevada. The parties stipulate and agree that exclusive jurisdiction and venue for any cause of action arising between the parties shall be in Nevada or federal courts having subject matter jurisdiction, located in Clark County, Nevada.
- 2.3) Binding Agreement. This Amendment No. 1 shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.
- 2.4) Counterparts. This Amendment No. 1 may be executed in several counterparts, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one instrument representing the agreements between the parties.
- 2.5) Rule of Construction. The judicial rule of construction requiring or allowing a document to be construed to the detriment or against the interests of the document's maker or drafter shall not apply to this Amendment No. 1.
- 2.6) Survival of Representations. The representations, covenants, warranties, and agreements of CITY and CONSULTANT contained in this Amendment No. 1 shall survive the execution of this Amendment No. 1.
- 2.7) Entire Agreement. The Agreement and this Amendment No. 1 constitutes the entire agreement of the parties, all prior negotiations and agreements, whether written or oral, having been merged into the Agreement and this Amendment No. 1.
- 2.8) Attorneys' Fees. In the event of any litigation regarding the construction or validity of this Amendment No. 1, in addition to any other relief the prevailing

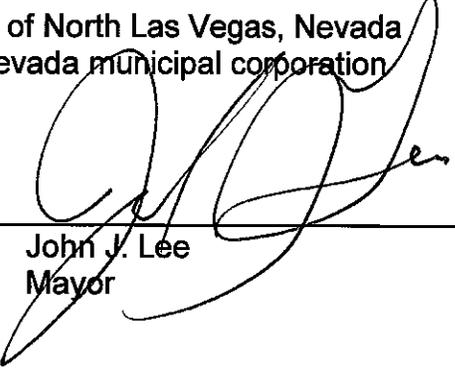
party shall be entitled to recover his reasonable costs incurred, including attorneys' fees.

- 2.9) Amendment. Neither the Agreement nor this Amendment No. 1 may be amended or changed orally, and any such proposed amendment, waiver, or change shall be in writing and signed by the party against whom such change, waiver, discharge, or termination is sought.
- 2.10) Severability. If one or more of the provisions of this Amendment No. 1 shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Amendment No. 1, and this Amendment No. 1 shall be reformed and construed as if such invalid, illegal, or unenforceable provision had not been contained in it.
- 2.11) Review by Counsel. Each party has had the opportunity to have this Amendment No. 1 reviewed by independent counsel before signing it.
- 3) Section IX, "Time of Performance", shall replace any reference to Exhibit "C", Project Schedule, with Exhibit "C-1", Revised Project Schedule. Exhibit "C-1" is attached hereto and made a part hereof by reference.
- 4) The remainder of Agreement shall remain unchanged.

IN WITNESS WHEREOF, this Amendment No. 1 is hereby executed as of the date first above set forth.

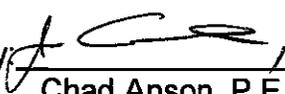
City of North Las Vegas, Nevada  
a Nevada municipal corporation

By: \_\_\_\_\_

  
John J. Lee  
Mayor

CA Group, Inc.  
A Nevada corporation

By: \_\_\_\_\_

  
Chad Anson, P.E.  
Secretary

ATTEST:

By: \_\_\_\_\_

  
Catherine A. Raynor, MMC  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

  
Micaela Rustia Moore  
City Attorney

**Exhibit A-2**  
**Revised Scope of Work**

This exhibit does not supersede Exhibit A and Exhibit A-1 of the Agreement, but supplements it and provides the outline for the additional scope of work associated with this Amendment No. 1.

**TASK 2      PRE-FINAL 90% and FINAL DESIGN SERVICES**

Upon receipt of written authorization by the City, Consultant shall perform Pre-Final and Final Design services to elevate the plans, specifications, Engineer's Cost Estimate to bid and construction quality level including preparing back up engineering documentation, and providing updates to any of the studies performed in the Agreement as a result of any design changes performed under Amendment No. 1.

**2.9      Pre-Final QA/QC Review**

Design shall include a detailed QA/QC review of the Pre-final submittal prior to submission to the City.

**2.10      Pre-Final Submittal**

Design shall include a roadway storm drain system from Tonopah Ave to Lake Mead Blvd and from south of Bruce St. north to Carey Ave. The replacement system will be designed to replicate the storm water carrying capacity of the existing system. Landscape trees will be provided in above ground planter boxes. Landscape ground cover will be provided in areas not in conflict with existing utilities. The existing water and sanitary sewer facilities will remain in their current location except where in direct conflict with the proposed improvement.

Consultant shall:

- Develop Pre-Final complete design documents that address 70% design review comments. It is assumed that Project will be constructed in one Phase; therefore one set of construction documents will be prepared.
- Prepare and submit ten (10) sets of 11" x 17" and two (2) sets of 24" x 36" Progress Drawings, ten (10) copies of the Contract Document and Specifications, updated permit matrix, updated utility relocation/clearance status tables, right-of-way acquisition status tables, and updated construction cost estimate for City's review and comment. Submit two (2) Pre-Final drawings and specifications to the RTC. Additional copies shall also be submitted to all affected and impacted non-city owned utility agencies for review and comment.
- Address comments and responses summarized in a matrix format.
- Prepare the forms, drawings and documents needed and requested by NDOT for issuance of an NDOT occupancy permit for the Lake Mead Boulevard and Carey Avenue intersections.
- Submit the necessary documents including color coded plans to both NDOT and the City. The NDOT occupancy permit application documents will require City approval prior to the Consultant submitting to NDOT for review and approval. City will sign the application.
- Address comments received from the City and NDOT and revise documents accordingly. Any permit fees will be the responsibility of the City and are not part of the Consultant fee.
- Incorporate the conditions outlined in the NDOT occupancy permit into relevant sections of the Special Provisions.

## **2.11 Final Design Submittal**

Consultant shall:

- Address all Pre-final review comments and incorporate applicable comments pursuant to the City's pre-final review into the final plans, Contract Documents, special conditions, technical specifications, bid schedule, and cost estimate.

- Update the final estimate of construction costs per bid items.
- Furnish to the City copies of all Project drawing files in AutoCAD 2013 format electronically.
- Provide one (1) set of final, full-size original mylar drawings, Contract Documents and Specifications, and all technical studies. The geotechnical study shall be unbound.
- Provide calculations, design worksheets, and other Project information gathered or prepared by the Consultant for the City's files.
- Provide a signed and sealed letter from the engineer of record stating that the plans and specifications are in compliance with the findings of the Geotechnical Investigation and Report.
- Provide a signed and seals letter from the engineer of record indicating the design was prepared in accordance with current ADA requirements.

### **TASK 3      BID PHASE SUPPORT SERVICES**

Upon receipt of written authorization by the City, the Consultant shall perform all bid phase support to the City as requested.

Consultant shall:

- Attend one (1) pre-bid conference meeting to provide technical support to the City.
- Address the questions posed by prospective bidders and stakeholders that may include revising the plans, specifications, and Engineer's cost estimate in whole or in part as a result of said questions.
- Confer with the City prior to revising the plans, specifications, and Engineer's cost estimate as a result of questions posed by prospective bidders and stakeholders.
- Assist the City in evaluating bid proposals received, and provide recommendations on the suitability of the bids by way of advising the City whether to reject or accept the bids and accept the lowest responsible bidder.

- Prepare one (1) set of conformed construction drawings of the plans and specifications based on the revisions performed in any of the addenda issued during the Bid Phase Support.
- Revise the plans, specifications, and Engineer's cost estimate at NO cost to the City if the revision was a result of an error or omission in said documents.
- Provide electronic files of all documents prepared by the Consultant.

#### **TASK 4 CONSTRUCTION MANAGEMENT SUPPORT SERVICES**

Upon receipt of written authorization by the City, the Consultant shall provide construction management support services to the City as requested.

Consultant shall:

- Attend preconstruction and construction progress meetings as requested by the City.
- Review and address City and Contractor questions and Request for Information (RFI).
- Review Contractor submittals including shop drawings.
- Review and address construction conflicts identified in the field.
- Perform periodic site visits and annotate any deficiencies in the construction activities, items of work that do not conform to the Consultants prepared construction documents, items that deviate from permitting requirements, and safety issues that are discovered during said visits.
- Modify the plans, in whole or in part, as a result of addressing an RFI or additional construction activities not defined in the construction documents.
- Assist the City in both the pre-and final inspection of the Improvements.
- Assist the City in preparing punch list items and subsequent review if said punch list items have been addressed by the Contractor.
- Assist the City during the 12-month warranty period if a reasonable amount of corrective work is required.

- Prepare As-Built drawings based on what was actually constructed and provided by the contractor/construction manager.
- Revise the plans, specifications, NDOT occupancy permit, and Engineer's cost estimate at NO cost to the City if the revisions was a result of an error or omission in said documents.
- Provide in both hard copy and electronic media all documents prepared by the Consultant including field notes.



