

AMENDMENT NO. 2

**Prime Design Service Contract for
190039-DD Rancho Complete Street – Mesquite to Sahara**

THIS AMENDMENT NO. 2 is made and entered into this ____ day of _____, 2024, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the “City”), and GCW, Inc. a Corporation (hereinafter the “Company”) having its principal office located at 1555 S. Rainbow Blvd., Las Vegas, NV 89146.

WHEREAS, the City and the Company have entered into that certain Consultant for Engineering Services Agreement No. 190039-DD, Contract dated September 5, 2018 (the “Contract”); and

WHEREAS, the City and the Company have entered into that certain Amendment No. 1, dated July 26th, 2021; and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to break out the contract drawings, special provisions and construction cost estimates for Rancho Drive between Sahara Avenue and Charleston Boulevard into Phase 1 from Sahara to Charleston and additional engineering design for related design changes.

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

1. Exhibit A-2, Scope of Services attached.
2. Exhibit B-2 All required Submittals are outlined in Exhibit A-2 Scope of Services.
3. See attached Exhibit C-2 for Performance Schedule change.
4. Exhibit D-2 Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by \$265,000, from \$1,505,760 to \$1,770,760.
5. Exhibit D-2 Fee Breakdown Basic Services is hereby amended to increase the Basic Services referenced herein by \$190,000, from \$1,248,760 to \$1,438,760.
6. Exhibit E-2 Additional Compensation is hereby amended to increase the Additional Compensation referenced hereib by \$75,000, from \$257,000 to \$332,000.
7. No changes to Exhibit F Key Personnel List.


8. The Parties represent and acknowledge that as of the date of this Amendment No. 2 neither party is aware of any action or inaction by either party that would constitute a default by either party under the Contract.
9. In the event of a conflict between any provision(s) of the Contract and of this Amendment No. 2, this Amendment No. 2 shall control.
10. In all other respects, the Contract is hereby ratified and confirmed, in full.
11. 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.

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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

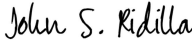
GCW, Inc.

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Tonya Kemble, Manager, Purchasing and Contracts		Tim McCoy, P.E., President	Date

ATTEST:

<hr/>	Date
LUANN D. HOLMES, MMC	
City Clerk	

APPROVED AS TO FORM:

<div>DocuSigned by:  B4B55ADEFB494B5...</div>		9/3/2024 1:35 PM PDT
Deputy City Attorney	Date	

CONTRACT AMENDMENT NO. 2

EXHIBIT A-2 SCOPE OF SERVICES

190039-DD Rancho Drive Complete Streets – Mesquite to Sahara

BACKGROUND

On September 5th, 2018, GCW, Inc. entered into an agreement with the City of Las Vegas (City) to provide Engineering Design Services including preparation of contract drawings, special provisions, cost estimates and reports for Rancho Drive Complete Streets – Mesquite to Sahara (Project). A detailed scope of services for the project is included in the Prime Design Services Contract. On July 26, 2021, Contract Amendment No. 1 was approved and consisted of the preparation of contract drawings, special provisions and construction cost estimates for the construction of a widened sidewalk along Rancho Drive between Sahara Avenue and Charleston Boulevard, an additional 90% Submittal that will include the revisions from Sahara Avenue to Charleston Boulevard, and additional NV Energy Transmission coordination for potential conflicts between Rancho Bel Air and Mesquite.

The scope of services to be provided under the terms of this Contract Modification consist of breaking out the contract drawings, special provisions and construction cost estimates for Phase 1 Rancho Drive between Sahara Avenue and Charleston Boulevard. Additional engineering design is also included in this Contract Modification as outlined below.

The scope of services is as follows:

<u>TASK</u>	<u>TASK DESCRIPTION</u>
102.4A	Additional Potholing. GCW, through subconsultant, to perform up to forty one (41) additional potholes (in addition to the 45 previously contracted) of utility crossings with proposed improvements. Tasks include surveying horizontal and vertical location of potholes.
105B	100% DESIGN PHASE
105.1B	Revise Pedestrian Lights (Sahara to Charleston). GCW to revise type of street lighting to provide separate pedestrian lighting assemblies. Task includes performing lighting analysis to determine spacing.
105.2B	Additional Landscaping in Median and Tree Wells (Sahara to Charleston). GCW, through a subconsultant, to add landscaping to proposed median and tree wells consisting of trees, bushes, and decorative rock.
105.3B	Revise Median Type and Geometry (Sahara to Charleston). GCW to revise the proposed median type from tack-on to full-depth to accommodate landscaping.
105.4B	Revise On-Site Conditions (Charleston to Alta). GCW to revise on-site design on the following parcels and attend coordination meetings, as requested: <ul style="list-style-type: none"> • APN 139-32-803-009 (AHP): Additional site grading required based on City and property owner direction, including draining site to Rancho Lane instead of Tonopah Drive. Revisions to horizontal layout required to accommodate grading revisions. • APNs 162-04-210-101 & 162-04-210-102 (CLV Park Site): Coordinate with City park design and incorporate requested revisions consisting of 10-foot sidewalk, tree wells, driveway, storm drain, curb return and curb & gutter on Oakey Boulevard at Rancho Drive.

- 105.5B **Revise Driveway and Coordination with Property Owner (Charleston to Alta).**** GCW to revise the proposed driveway by reducing the width of the existing driveway. Task includes coordination with the property owner and civil engineer.
- 105.6B **Revise Tree Well Locations (Charleston to Alta).**** GCW to revise the proposed tree well locations following the 90% Submittal, as requested by the City, by moving tree wells to the back of the sidewalk in segments where line of sight cannot be maintained.
- 105.7B **Revise Grading (East Side) (Alta to Mesquite).**** GCW to revise the east side curb & gutter profile between Parkway Drive and Mesquite Avenue to decrease the cross slope of the sidewalk and buffer in order to maintain the existing property wall height from the sidewalk.
- 105.8B **Revise Landscape Buffer and Sidewalk (Alta to Mesquite).**** The City directed GCW to move landscape buffer between curb and sidewalk and add tree wells.
- 105.9B **Revise and Add Tree Well Locations (Alta to Mesquite).**** GCW to revise proposed tree well locations and add additional tree wells per City of Las Vegas comments during the 90% Submittal review.
- 105C **100% DESIGN PHASE****
- 105.1C **Construction Cost Estimate (Splitting into 2 Phases)**** GCW to prepare construction cost estimates for splitting the project into the following 2 phases:
- Phase 1 – Sahara Avenue to Charleston Boulevard
 - Phase 2 – Charleston Boulevard to Mesquite Avenue
- 105.2C **Phase 1 (Sahara to Charleston) – 100% Submittal.**** GCW to prepare 100% Submittal for Phase 1. The 100% submittal 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, NDOT, and RTC; and (2) the Consultant will incorporate all comments on the pre-final submittal into the 100% final (bond) submittal. Plan set bond 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-final bond set of the final plans before preparing the final bond set for this project.
- 105.2.1C **Deliverables for the 100% Pre-Final (Bond) Submittal:**** Submit two copies of the 11"x17" plans, and all associated electronic files, to the City.
- 105.2.2C **Deliverables for the 100% Final (Bond) Submittal:**** One (1) set of 24" X 36" bond plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate; and electronic copies of all project documents. Submit to RTC per agency requirements. Submit one copy of the Final Plans to each of the Utility Companies as required.

EXHIBIT C-2 – PERFORMANCE SCHEDULE

The revised Performance Schedule is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
100% Pre-Final (Bond) Submittal	105	Includes 3-week CLV Review
100% Final (Bond) Submittal	60	
TOTAL CALENDAR DAYS TO COMPLETE:	165	