

AMENDMENT NO. 2
PRIME DESIGN SERVICES
FOR 215 BELTWAY TRAIL CONNECTION - CENTENNIAL PARKWAY TO DECATUR

THIS AMENDMENT NO. 2 is made and entered into this ____ day of _____, _____, 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 "Consultant") having its principal office located at 1555 South Rainbow Blvd, Las Vegas, NV 89146.

WHEREAS, the City and the Consultant have entered into that certain Contract 170156-JH for 215 Beltway Trail Connection - Centennial Parkway To Decatur, Contract dated November 1, 2017 (the "Contract"); and

WHEREAS, the City and the Consultant have entered into that certain Amendment No.1, dated October 3, 2018; and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to perform additional design and post design 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 Exhibit A-2 Scope of Services attached.
2. No additional submittals are anticipated, the proposed improvements will be incorporated into the plan set for each contract submittal.
3. There is no change anticipated to the original schedule.
4. Exhibit "D" Fee Breakdown is hereby amended to increase the total Basic Service referenced herein by **\$125,215**, from **\$1,444,558** to **\$1,569,773**.
5. Exhibit "D" Fee Breakdown is hereby amended to increase the total compensation of the entire Contract referenced herein by **\$165,215** from **\$1,594,558** to **\$1,759,773**.
6. Exhibit "E" Additional Compensation is hereby amended to increase the allowance of additional services by \$40,000 from \$150,000 to \$190,000
7. No changes to Exhibit "F" Key Personnel List change
8. A new Exhibit "G" Disclosure of Ownership/Principals is attached

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 Contract; (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 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

CONSULTANT – GCW, INC.

Abigail Yacoben
Acting Manager, Purchasing and Contracts

Date

JOHN TOBIN
Executive Vice President

11/16/2020

Date

ATTEST:

LUANN D. HOLMES, MMC
City Clerk

Date

APPROVED AS TO FORM:

John S. Ridilla
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

11/16/2020

Date

CONTRACT AMENDMENT NO. 2

EXHIBIT A-2 SCOPE OF ADDITIONAL SERVICES

Contract 170156-JH for 215 Beltway Trail Connection - Centennial Parkway To Decatur

HANSEN NO.66421, Federal No. CM-0003 (224)

BACKGROUND

On November 1, 2017, GCW, Inc. (GCW) entered into an agreement with the City of Las Vegas (City) to provide Engineering Design Services for the 215 Beltway Trail Connection, Centennial Parkway to Decatur Boulevard. A detailed scope of services for the Project, which is broken down into three separate design packages consisting of Segment A (60 % design of Tenaya Way to Decatur Blvd), Segment B (100% design of Grand Montecito Pkwy to Tenaya Way) and Segment C (30% design of Centennial Pkwy to Grand Montecito Pkwy), is included in the Prime Design Services Contract.

On October 3, 2018, GCW Inc. (GCW) entered into an Amendment 1 Agreement with the City of Las Vegas (City) to provide Engineering Design Services that included final design of Segments A and C improvements, and final design of an additional Trail bridge and under-crossings in Segment B. A detailed scope of services for the Project is included in the Prime Amendment 1 Contract.

The City has requested GCW provide post design services for Segments B and C. Additionally, in the course of final design it was determined that conditions required a flatter slope on the storm drain lateral conveying flows under the Trail at approximately "CH" 26+50 IN Segment C. Due to the shallowness of the channel this required triple 24-Inch RCP's where a single 30-Inch RCP was originally anticipated. This requires the preparation of additional structural details for a non-standard inlet and pipe penetrations into the channel. Also, subsequent to the Amendment 1 it was determined that NDEP and DAQ compliant ground cover needed to be clearly specified and quantified for all areas disturbed by Project grading. This required the preparation of additional ground cover plans and specifications.

SCOPE OF SERVICES

Task 805.1 Segment C Structural Details for Non-standard Storm Drain

Consultant shall prepare structural details for a non-standard drop inlet and pipe penetrations for triple 24-Inch RCP's at approximately "CH" 26+50.

Task 805.2 Segment C Ground Cover Plans

Consultant shall prepare Ground Cover Plans and specifications to indicate where NDEP and DAQ Gravel Mulch and gravel is to be placed. Special provisions shall also be prepared to specify materials and measurement and payment descriptions.

Task 806.1 Segment C Bid Phase Support Services

Consultant shall perform the following on a Time and Materials basis as requested:

- Attend the pre-bid conference.
- Respond to questions raised by bidders during the bidding process.
- Draft required specifications, plan changes and clarifications for the City to include in any addenda.

Task 807.1 Segment B Construction Support – Non-Structural

Consultant shall perform the following on a Time and Materials basis as requested:

- Attend the pre-construction meeting.
- Review of Contractor's material and shop drawing submittals
- Project Site Visits to examine construction work
- Attend construction progress meetings, as necessary
- 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

Task 807.2 Segment B Construction Support –Structural

Consultant shall perform structural-related construction support services on a Time and Materials basis as requested by the CITY for the following structures within Segment B:

Structure #1 - Oso Blanca Pedestrian Bridge: This is a 111 foot long single span cast-in-place post-tensioned box girder bridge with concrete retaining wall ramps leading up to the bridge structure. The superstructure is supported on high seat abutments on a spread footing foundation. Architectural pilasters are located on the 4 abutment corners. Metal fence railings are located on the ramp with Modified Type V pedestrian rail located on the bridge.

Structure #2 - "WN" Undercrossing: This is a 16 foot wide by 14 foot high cast-in-place reinforced concrete box structure going under the "WN" roadway above. Concrete headwalls are located on each end of the undercrossing

Structure #3 - Sky Pointe Pedestrian Bridge: This is a 741 foot long, 5 span, cast-in-place post-tensioned box girder bridge with concrete retaining wall ramps leading up to the bridge structure. The superstructure is supported on concrete piers with drilled shaft foundations.

Structure #4 - Retaining Walls and MSE Walls: This project has 2,792 square feet of MSE wall panels with associated concrete coping slabs and barrier rails. There are a number of retaining walls with maximum wall heights of 20 feet.

Consultant structural-related construction support services shall include the following:

- Provide written responses to requests for technical clarifications and information during construction of the project.
 - Respond to contractor initiated requests for additional information.
 - Attend construction meetings and field meetings, as requested by the NDOT.
 - Review and make recommendations on shop drawings submittals made during construction of the Project.
- Anticipated major item needing shop drawing reviews:

- Drilled Shaft Shop Drawings
- Reinforcing Steel
- Abutment Cap Falsework
- Bridge Falsework
- Post-Tensioning reviews
- Expansion Joint
- Bearing Pads
- Access Hatch

Task 807.3 Segment C Construction Support

Consultant shall perform the following on a Time and Materials basis as requested:

- Attend the pre-construction meeting.
- Review of Contractor's material and shop drawing submittals
- Project Site Visits to examine construction work
- Attend construction progress meetings, as necessary
- 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

**EXHIBIT D-2: CONTRACT AMENDMENT 2
BASIC SERVICES FEE BREAKDOWN**

TASK	DESCRIPTION	Tas k Amounts
805.1	Segment C Structural Details	\$ 4,865.00
805.2	Segment C Ground Cover Plans and Specification	\$ 16,040.00
806.1	Segment C Bid Phase Support Services	\$ 6,470.00
807.1	Segment B Construction Support - Non-structural	\$ 17,320.00
807.2	Segment B Construction Support - Structural	\$ 59,000.00
807.3	Segment C Construction Support	\$ 21,520.00
	Total Additional Services Hours	
	Total Additional Services Fee	\$ 125,215.00

**EXHIBIT E-2: CONTRACT AMENDMENT 2
ADDITIONAL SERVICES FEE BREAKDOWN**

TASK	DESCRIPTION	Tas k Amounts
CA2	Additional Services	\$ 40,000.00
	Total Additional Services Hours	
	Total Additional Services Fee	\$ 40,000.00

EXHIBIT G
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 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.

4. Incorporation

An updated and notarized 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	
Name: GCW, Inc.	
Address: 1555 S. Rainbow Blvd	City / ST / Zip: Las Vegas, NV 89146
Telephone: (702) 804-2000	EIN or DUNS : #88-0116703
Block 2: Description / Subject Matter of Contract	
Services for: 215 Beltway Trail – Centennial to Decatur	Project Number: #66421

Block 3:	<u>Type of Business</u>
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4: Disclosure of Ownership and Principals - Continued			
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
11.	Allen Pavelka Senior Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
12.	Joseph Cetrulo Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
13.	Willie Felkins Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
14.	John Eric Garner Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
15.	Frank Jay Guzman Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
16.	Daphne Hoffman Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
17.	Stephen Jones Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
18.	Todd Kelley Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
19.	Betty Kilmer Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
20.	Wes Petty Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
21.	Saundra Vance Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
22.	Employee Stock Ownership Plan	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000

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.	Tim McCoy President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
2.	James R. VanWoerkom Chief Financial Officer	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
3.	Heidi Dexheimer Executive Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
4.	Robert Murnane Executive Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
5.	John Tobin Executive Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
6.	Paul Burn Senior Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
7.	Eric Giles Senior Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
8.	Vicki Marjerrison Senior Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
9.	Gia Nguyen Senior Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
10.	Johnnie Pate Senior Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000

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: 1

Block 5: Disclosure of Ownership and Principals – Alternate

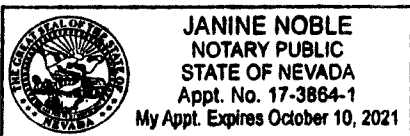
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure 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: _____

Contracting Party Certification (Notarized signature required in event of contract award per section 4, "Incorporation")

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.



John Tobin
Signature

11/9/2020
Date

This instrument was acknowledged
Subscribed and sworn to before me this 9th day of November, 2020
Janine Noble
Notary Signature
by *John Tobin*