

AMENDMENT NO. 1

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

THIS AMENDMENT NO. 1 is made and entered into this _____ day of _____, 2021, 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, since entering into the Contract, the City desires to modify the services of the Consultant to provide a 10-foot concrete sidewalk on Rancho Drive between Sahara Avenue and Charleston Boulevard.

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-1, Scope of Services attached.
2. Exhibit B-1, All submittal requirements are outlined in Exhibit A-1 Scope of Services.
3. *See attached Exhibit "C-1" for Performance Schedule Change.
4. Exhibit "D" Fee Breakdown is hereby amended to increase the Total Compensation of the entire Contract referenced herein by \$270,000 from \$1,235,760 to \$1,505,760.
5. Exhibit "D" Fee Breakdown is hereby amended to increase the total Basic Service referenced herein by \$213,000 from \$1,035,760 to \$1,248,760.
6. Exhibit "E" Additional Compensation is hereby amended to increase the Additional Compensation referenced herein by \$57,000 from \$200,000 to \$257,000.
7. No changes to Exhibit F, Key Personnel List
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. 1 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. 1, this Amendment No. 1 shall control.
- 11. In all other respects, the Contract is hereby ratified and confirmed, in full.
- 12. Counterparts. This Amendment No. 1 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. 1 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

GCW, Inc.

Tonya Kemble, Manager
Purchasing and Contracts

Date



Tim McCoy, P.E., President

Date

6/29/2021

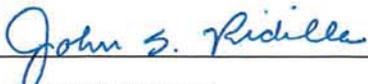
ATTEST:

LUANN D. HOLMES, MMC

Date

City Clerk

APPROVED AS TO FORM: John S. Ridilla
Deputy City Attorney



6/29/21

Deputy City Attorney

Date

CONTRACT AMENDMENT NO. 1

EXHIBIT A-1 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.

The scope of services to be provided under the terms of this Contract Modification consist of the preparation of contract drawings, special provisions and construction cost estimates for the construction of a 10-foot 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 NVE Transmission coordination for potential conflicts between Rancho Bel Air and Mesquite. Following is a scope of services.

101A 30% PRELIMINARY AND GENERAL ITEMS

101.3A NVE Transmission Coordination

This task includes the coordination with NVE Transmission to mitigate the relocation of the existing guy wires at existing transmission poles on the west side of Rancho between Alta Drive and Mesquite Avenue. This task also includes developing cross section alternatives to avoid and protect-in-place the existing guy wire.

102A 30% DESIGN PHASE

102.2A Right-of-Way GCW will prepare up to an additional thirty one (31) Authorized-to-Enter (AEP) exhibits required for the proposed sidewalk widening.

104A 90% DESIGN PHASE

This task includes preparing a redesign of Rancho Drive from Sahara to Charleston to include the widening of the existing sidewalk to a maximum width of 10 feet on the east side of Rancho Drive between Sahara Avenue and Oakey Boulevard and widening of the existing sidewalk to a maximum width of 10 feet on the west side of Rancho Drive between Oakey Boulevard and Charleston. Below is a list of items that will be included in the redesign. GCW will also incorporate the comments received on the original 90% Submittal in the 90% Revised Design Phase Submittal. A separate Sub-Task below will be included for Storm Drain Improvements.

104.1.1A Final Design Report GCW will update the Final Design Report to include the redesign of Rancho Drive roadway from Sahara to Charleston and will analyze storm drain facilities from Sahara to Charleston that need to be included in the proposed drainage improvements as a result of shifting the curb and gutter and pavement regrading between Sahara Avenue and Charleston Boulevard. An update to the Final Technical Drainage Memo will also be included in the Revised Final Design Report.

104.1.2A 90% Design Phase Plans GCW will incorporate the comments received on the original 90% Submittal and the proposed widened sidewalk between Sahara Avenue and Charleston

Boulevard, including the items listed below, into the revised 90% Design Phase Plans. Deliverables will be the same as listed in the original contract under Task 104.1.2.1.

- Shift the proposed cross section to accommodate the widened sidewalk.
- Re-profile the proposed roadway to accommodate shifted section and existing grades.
- Remove existing sidewalk and add the proposed widened sidewalks. Match the existing grade at the existing property wall at the right-of-way line.
- Provide retaining wall designs as necessary
- Obtain additional field survey at tie-in locations.
- Storm drain improvements
- Street light based on final lighting study results

104.1.3A 90% Design Phase Construction Cost Estimate GCW will prepare a project cost estimate broken out by funding source, bid item, and plan sheet. Deliverable will be the same as listed in the original contract under Task 104.1.3.7.

104.1.4A 90% Design Phase Special Provisions GCW will incorporate the comments received on the original 90% Submittal and the proposed widening sidewalk between Sahara Avenue and Charleston Boulevard into the revised 90% Design Phase Special Provisions. Deliverables will be the same as listed in the original contract under Task 104.1.4.1.

105A 100% DESIGN PHASE GCW will incorporate the proposed sidewalk widening design between Sahara Avenue and Charleston Boulevard into the 100% Design Phase submittal deliverables.

105.1.2A 100% Pre-Final (Bond) Submittal The 100% submittal shall include all the elements of 104A. Deliverables will be the same as listed in the original contract under Task 105.1.2.

105.1.3A 100% Final (Mylar) Submittal Deliverables will be the same as listed in the original contract under Task 105.1.3.

RANCHO DRIVE COMPLETE STREETS - MESQUITE TO SAHARA

EXHIBIT D-1 FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
101A	PRELIMINARY AND GENERAL ITEMS	
101.3A	NVE Transmission Coordination	\$ 10,380.00
102A	30% DESIGN PHASE	
102.2A	Right-of-Way	\$ 10,100.00
104A	90% DESIGN PHASE	
104.1.1A	Final Design Report	\$ 83,690.00
104.1.2A	90% Design Phase Plans	\$ 58,570.00
104.1.3A	90% Design Phase Construction Cost Estimate	\$ 6,140.00
104.1.4A	90% Design Phase Special Provisions	\$ 12,680.00
105A	100% DESIGN PHASE	
105.1.2A	100% Pre-Final (Bond) Submittal	\$ 20,880.00
105.1.3A	100% Final (Mylar) Submittal	\$ 10,560.00
	Total Basic Services - Hours	
	Total Basic Services - Fee	\$213,000.00

RANCHO DRIVE COMPLETE STREETS - MESQUITE TO SAHARA

EXHIBIT E-1 ADDITIONAL SERVICE FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
	ADDITIONAL SERVICES	
	Additional Design Services	\$ 57,000.00
	Total Additional Services - Hours	
	Total Additional Services - Fee	\$57,000.00

EXHIBIT “C-1” – PERFORMANCE SCHEDULE

The revised Performance Schedule is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
ALTERNATIVE ANALYSIS	90	
30% DESIGN PHASE	90	Includes 3-week CLV Review
70% DESIGN PHASE	120	Includes 3-week CLV Review
90% DESIGN PHASE	150	Includes 3-week CLV Review
ADDITIONAL 90% DESIGN PHASE	200	Includes 3-week CLV Review
100% DESIGN PHASE	100	Includes 2-week CLV Review
BID PHASE	90	
TOTAL CALENDAR DAYS TO COMPLETE:	840	

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 and execution 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. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This 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	Block 2: Description / Subject Matter of Contract
Name: GCW, Inc.	Services for: Rancho Drive Complete Streets – Mesquite to Sahara
Address: 1555 S. Rainbow Boulevard, Las Vegas, NV 89146	
Telephone: (702) 804-2000	Project Number: 190039-DD
EIN or DUNS: 88-0116703	

Block 3: Type of Business

Individual Partnership Limited Liability Company Corporation Trust Other:

**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.	Timothy A. McCoy President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
2.	Heidi Dexheimer Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
3.	Bob Murnane Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
4.	John Tobin Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
5.	Paul Burn Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
6.	Eric Giles Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
7.	Vicki Marjerrison Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
8.	Gia Nguyen Senior Vice President	1555 S. Rainbow Boulevard 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: _____

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.

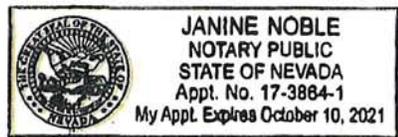
[Signature]
 Name _____

Date _____
 This instrument was acknowledged 29th day of _____

April, 2021 by Tim McCoy.

[Signature]
 Notary Public

State of Nevada
 County of Clark



(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
11.	Johnnie Pate Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
12.	Joseph Cetrulo Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
13.	Eric Garner Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
14.	Lupe Gracia Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
15.	Jay Guzman Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
16.	Daphne Hoffman Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
17.	Todd Kelly Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
18.	Betty Kilmer Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
19.	Stephen Jones Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
20.	Wes Petty Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
21.	Saundra Vance Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
22.	Willie Felkins Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
22.	Employee Stock Ownership Plan	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000