

## **SECOND AMENDMENT**

THIS SECOND AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and G. C. WALLACE, INC., a Consultant Engineering firm (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated December 19, 2007, (herein the "Agreement"), retaining the services of the Consultant for engineering design services more fully described therein in connection with the improvements to be constructed at the Gowan Outfall-Lone Mountain Branch, Rancho to Decatur and,

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to provide additional design services related to relocation of the storm drain reinforced concrete box structure at the intersection of Lone Mountain Road and Rancho Drive to avoid a conflict with Century Link facilities.

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

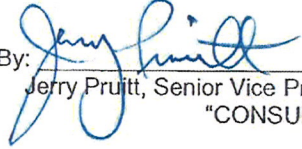
1. Exhibit "A-2" Scope Of Services, for detail of additional design services is hereby attached;
2. Exhibit "B-2" - Not Used;
3. Exhibit "C-2" Manpower Task Breakdown is hereby attached;
4. Exhibit "D-2" Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by \$24,355, from \$1,365,727 to \$1,390,082;
5. Exhibit "E-2" - Not Used;
6. Exhibit "F-2" - Not Used;
7. Exhibit "G" Disclosure of Ownership/Principals is attached;
8. All other provisions of the Agreement remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed the day and year first above written.

CITY OF LAS VEGAS

By: \_\_\_\_\_  
Kathleen C. Rainey, Manager  
Purchasing and Contracts  
"CITY"

G. C. WALLACE, INC.

By:  \_\_\_\_\_  
Jerry Pruitt, Senior Vice President  
"CONSULTANT"

ATTEST:

\_\_\_\_\_  
Beverly K. Bridges, MMC      Date  
City Clerk

APPROVED AS TO FORM:

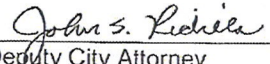
 10/24/11  
\_\_\_\_\_  
Deputy City Attorney      Date  
John S. Ridilla  
Deputy City Attorney

Exhibit A-2  
Scope of Services

Gowan Outfall Lone Mountain Branch – Rancho to Decatur  
Contract Amendment #2  
Task 800 -Additional Compensation

The Additional Scope of Services to be performed includes revising the Reinforced Concrete Box alignment from Station "O" 268+32.63 to Station "LM" 40+00. The work includes designing two relocation alternatives; the relocation alternatives include relocation of the existing 30-inch sanitary sewer line crossing the proposed mainline alignment in two locations near the intersection of Rancho Drive and Lone Mountain Road. The additional work includes coordination with the City of Las Vegas Public Works, Sanitary Sewer Department, the Contractor, and CenturyLink. The work also includes preliminary design calculations and drawings, final design calculations and drawings, hydraulic analysis, storm drain structure configuration calculations, revising lateral profiles, and providing quantity and cost estimates associated with these additional services.

**EXHIBIT C-2**  
**MANPOWER TASK BREAKDOWN**

| TASK | DESCRIPTION                                                        |     |    |    |    |    |    |    |    |     |     |    |     | HOURS<br>SUBTOTAL |
|------|--------------------------------------------------------------------|-----|----|----|----|----|----|----|----|-----|-----|----|-----|-------------------|
|      |                                                                    | PIC | PM | PE | EI | SD | CD | PC | AA | SLS | CSM | ST | GPS |                   |
|      |                                                                    |     |    |    |    |    |    |    |    |     |     |    |     |                   |
|      |                                                                    |     |    |    |    |    |    |    |    |     |     |    |     |                   |
|      |                                                                    |     |    |    |    |    |    |    |    |     |     |    |     |                   |
| 800  | <b>Additional Services</b>                                         |     |    |    |    |    |    |    |    |     |     |    |     |                   |
|      | Century Link Coordination/RCB<br>Realignment/Drop Inlet Relocation |     | 52 | 42 | 3  | 35 | 27 | 1  |    |     |     |    |     | 160               |
|      |                                                                    |     |    |    |    |    |    |    |    |     |     |    |     | 0                 |
|      |                                                                    |     |    |    |    |    |    |    |    |     |     |    |     | 0                 |
|      |                                                                    |     |    |    |    |    |    |    |    |     |     |    |     | 0                 |
|      |                                                                    |     |    |    |    |    |    |    |    |     |     |    |     | 0                 |
|      |                                                                    |     |    |    |    |    |    |    |    |     |     |    |     | 0                 |
| 800  | <b>Total Additional Services</b>                                   | 0   | 52 | 42 | 3  | 35 | 27 | 1  | 0  | 0   | 0   | 0  | 0   | 160               |
|      |                                                                    |     |    |    |    |    |    |    |    |     |     |    |     |                   |
|      | <b>Total Basic Services and<br/>Additional Services</b>            | 0   | 52 | 42 | 3  | 35 | 27 | 1  | 0  | 0   | 0   | 0  | 0   | 160               |

**EXHIBIT D-2  
COST DERIVATION**

|     |                                                                    | PIC   | PM      | PE      | EI    | SD      | CD      | PC    | AA   | SLS   | CSM   | ST    | GPS   |     |          |
|-----|--------------------------------------------------------------------|-------|---------|---------|-------|---------|---------|-------|------|-------|-------|-------|-------|-----|----------|
|     |                                                                    | \$210 | \$180   | \$160   | \$115 | \$135   | \$115   | \$100 | \$50 | \$180 | \$160 | \$115 | \$180 |     |          |
|     |                                                                    |       |         |         |       |         |         |       |      |       |       |       |       |     |          |
|     |                                                                    |       |         |         |       |         |         |       |      |       |       |       |       |     |          |
| 800 | <b>Additional Services</b>                                         |       |         |         |       |         |         |       |      |       |       |       |       |     |          |
|     | Century Link Coordination/RCB<br>Realignment/Drop Inlet Relocation | \$0   | \$9,360 | \$6,720 | \$345 | \$4,725 | \$3,105 | \$100 | \$0  | \$0   | \$0   | \$0   | \$0   | \$0 | \$24,355 |
|     |                                                                    | \$0   | \$0     | \$0     | \$0   | \$0     | \$0     | \$0   | \$0  | \$0   | \$0   | \$0   | \$0   | \$0 | \$0      |
|     |                                                                    | \$0   | \$0     | \$0     | \$0   | \$0     | \$0     | \$0   | \$0  | \$0   | \$0   | \$0   | \$0   | \$0 | \$0      |
|     |                                                                    | \$0   | \$0     | \$0     | \$0   | \$0     | \$0     | \$0   | \$0  | \$0   | \$0   | \$0   | \$0   | \$0 | \$0      |
|     |                                                                    | \$0   | \$0     | \$0     | \$0   | \$0     | \$0     | \$0   | \$0  | \$0   | \$0   | \$0   | \$0   | \$0 | \$0      |
|     |                                                                    | \$0   | \$0     | \$0     | \$0   | \$0     | \$0     | \$0   | \$0  | \$0   | \$0   | \$0   | \$0   | \$0 | \$0      |
| 800 | <b>Total Additional Services</b>                                   | \$0   | \$9,360 | \$6,720 | \$345 | \$4,725 | \$3,105 | \$100 | \$0  | \$0   | \$0   | \$0   | \$0   | \$0 | \$24,355 |
|     |                                                                    |       |         |         |       |         |         |       |      |       |       |       |       |     |          |
|     | <b>Total Basic Services and<br/>Additional Services</b>            | \$0   | \$9,360 | \$6,720 | \$345 | \$4,725 | \$3,105 | \$100 | \$0  | \$0   | \$0   | \$0   | \$0   | \$0 | \$24,355 |

## 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 or agreement 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.

### 2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements 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 or agreement.

### 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 or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, 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 or agreement, and/or a withholding of payments due the Contracting Entity.

|                |                                            |
|----------------|--------------------------------------------|
| <b>Block 1</b> | <b><u>Contracting Entity</u></b>           |
|                | G. C. Wallace, Inc.                        |
| Name           | 1555 S Rainbow Blvd<br>Las Vegas, NV 89146 |
| Address        |                                            |
| Telephone      | 702 804-2000                               |
| EIN or DUNS    | 081019783                                  |

|                |                                                          |
|----------------|----------------------------------------------------------|
| <b>Block 2</b> | <b><u>Description</u></b>                                |
|                | Gowan Outfall-Lone Mountain<br>Branch, Rancho to Decatur |
|                | RFP #:                                                   |

|                                                                                                                                                                                       |                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| <b>Block 3</b>                                                                                                                                                                        | <b><u>Type of Business</u></b> |
| <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> <b>XX</b> Corporation |                                |

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

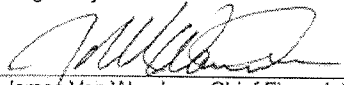
| <b>Block 4    Disclosure of Ownership and Principals</b>                                                                                                                                                                                |                                              |                                                 |                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------|-----------------------|
| 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. |                                              |                                                 |                       |
|                                                                                                                                                                                                                                         | <b>FULL NAME/TITLE</b>                       | <b>BUSINESS ADDRESS</b>                         | <b>BUSINESS PHONE</b> |
| 1.                                                                                                                                                                                                                                      | James A. Duddleston<br>President & CEO       | 1555 South Rainbow Blvd.<br>Las Vegas, NV 89146 | (702) 804-2000        |
| 2.                                                                                                                                                                                                                                      | James VanWoerkom<br>Chief Financial Officer  | 1555 South Rainbow Blvd.<br>Las Vegas, NV 89146 | (702) 804-2000        |
| 3.                                                                                                                                                                                                                                      | Scott R. Plummer<br>Executive Vice President | 1555 South Rainbow Blvd.<br>Las Vegas, NV 89146 | (702) 804-2000        |
| 4.                                                                                                                                                                                                                                      | Calvin L. Black<br>Executive Vice President  | 1555 South Rainbow Blvd.<br>Las Vegas, NV 89146 | (702) 804-2000        |
| 5.                                                                                                                                                                                                                                      | Brian L. Schmidt<br>Executive Vice President | 1555 South Rainbow Blvd.<br>Las Vegas, NV 89146 | (702) 804-2000        |
| 6.                                                                                                                                                                                                                                      |                                              |                                                 |                       |
| 7.                                                                                                                                                                                                                                      |                                              |                                                 |                       |
| 8.                                                                                                                                                                                                                                      |                                              |                                                 |                       |
| 9.                                                                                                                                                                                                                                      |                                              |                                                 |                       |
| 10.                                                                                                                                                                                                                                     |                                              |                                                 |                       |

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: \_\_\_\_\_

| <b>Block 5    Disclosure of Ownership and Principals - Alternate</b>                                                                                                                                                                                                                                                                                                                                                                                                                   |                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 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: _____ |

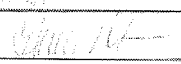
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

State of Nevada  
County of Clark

  
James Van Woerkom, Chief Financial Officer

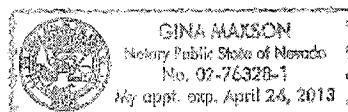
10/16/11  
Date

Subscribed and sworn to before me this 10<sup>th</sup> day of

October, 2011  


Notary Public

[June 2000]



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