

**SUPPLEMENTAL NO. 2 TO THE  
PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR  
BLUE DIAMOND WASH RAILROAD CHANNEL**

**THIS** Supplemental No. 2 Contract to the professional engineering services contract for Blue Diamond Wash Railroad Channel, hereinafter referred to as “Supplement No. 2”, made and entered into this 19<sup>th</sup> day of November, 2024, between Clark County, Nevada, a political subdivision of the State of Nevada, hereinafter referred to as “COUNTY”, and GCW, Inc., a corporation authorized to do business under the laws of the State of Nevada, hereinafter referred to as “ENGINEER”. The COUNTY and ENGINEER may herein be referred individually as “Party” or collectively as “Parties”.

The addresses of the Parties, which one Party may change by giving notice to the respective other Party, are as follows:

COUNTY	ENGINEER
Denis Cederburg, Director Clark County Public Works Department 500 South Grand Central Parkway Las Vegas, Nevada 89155 (702) 455-6020	Tim McCoy, President GCW, Inc. 1555 South Rainbow Boulevard Las Vegas, Nevada 89146 (702) 804-2000

**W I T N E S S E T H**

**WHEREAS**, on June 1, 2021, the COUNTY and the ENGINEER entered into the Professional Engineering Services Contract for Blue Diamond Wash Railroad Channel (“Contract”); and

**WHEREAS**, on September 3, 2024, Supplemental No. 1 to the Contract (“Supplemental No. 1”) was approved by the COUNTY to pursue additional design services associated with a conflict with the existing 24-inch Southwest Gas line in Blue Diamond Road and the proposed channel and post design services; and

**WHEREAS**, the COUNTY desires to pursue additional design services including off-site improvements on the south side of Blue Diamond Road between Buffalo Drive and Montessouri Street; and

**WHEREAS**, this Supplemental No. 2 increases funding by \$116,000.00 bringing the total Contract amount to \$856,000.00.

**NOW THEREFORE**, for and in consideration of the premises and mutual covenants herein contained, it is agreed to supplement and amend the Contract and Supplemental No. 1 as follows:

## **ARTICLE I: DEFINITIONS**

### **Add the following as a definition:**

“Project-Add 1” means the off-site roadway improvements on the south side of Blue Diamond Road between Buffalo Drive and Montessouri Street. Off-site improvements consist of pavement, curb & gutter, sidewalk, streetlights, and storm drain pipe/inlets.

The design plans, special provisions and cost estimate for the above mentioned improvements will be incorporated with the Contract documents for the Blue Diamond Wash Railroad Channel. Such improvements are to include, at a minimum, hot mix asphaltic concrete and/or Portland cement, storm drain facilities, curb and gutter, sidewalk, street lights, utility modifications, pavement markings, signage, horizontal and vertical transitions, and other necessary appurtenances required to make a good, complete, and serviceable Project within the existing Blue Diamond Road right-of-way.

## **ARTICLE II: SCOPE OF SERVICES**

### **Add the following to Section 2.02:**

- AA.** Prepare Final Plans, Special Provisions and Cost Estimate for the off-site improvements on the south side of Blue Diamond Road between Buffalo Drive and Montessouri Street. Tasks will include the following:
- a. Utility Coordination and Location Identifications (Task 2.02D).
  - b. Permit Coordination to submit for an NDOT Encroachment Permit (2.02E).
  - c. Quality Control/Quality Assurance (Task 2.02G).
  - d. Developer Coordination (Task 2.02H).
  - e. Research (Task 2.02I).
  - f. Site Visits (Task 2.02J).
  - g. Topographic Mapping (Task 2.02K).
  - h. Construction Cost Estimate (Task 2.02R).
  - i. Final Plans and Special Provisions (Task 2.02V).
  - j. Issued for Construction Plans (Task 2.02K).
  - k. Hydrologic and Hydraulic Analysis.

**ARTICLE V: PAYMENT FOR SERVICES**

**Revise the first paragraph of 5.01 to read as follows:**

**5.01 Maximum Amount Payable**

The maximum amount payable by the COUNTY to the ENGINEER shall be a sum of money equal to the Basic Service fees plus the Special Service fees, if, as, and when approved by the Director, and provided, however, that under no circumstances may the total amount payable to the ENGINEER under this Contract or in connection with the subject matter of this Contract, exceed the sum of Seven Hundred Fifty Six Thousand and 00/100 Dollars (\$756,000.00) for the Basic Services fees and One Hundred Thousand and 00/100 Dollars (\$100,000.00) for Special Services fees, unless such sum is increased by the Clark County Board of Commissioners, but only to the extent such total sum is increased.

The ENGINEER is not authorized to perform any work outside the Scope of Services. Compensation will be only for work completed as authorized by the Scope of Services. Any changes to the Scope of Services must be approved by the Director in writing prior to the commencement of work as a supplement to this Contract. No additional compensation shall be paid to the ENGINEER for any additional work outside the scope of services without the prior written authorization of the Director.

**Revise the last paragraph in 5.02 to read as follows:**

**5.02 Basic Services and Special Services Fees**

In no event may the fees exceed the following Basic Services and Special Services fees shown below in purposes or amounts:

<u>TASK</u>	<u>MAXIMUM AMOUNTS</u>
Basic Services 2.02	
Task A through X.....	\$500,000.00
Task Y through Z.....	\$140,000.00
Task AA.....	\$116,000.00
Special Services 2.03 .....	\$100,000.00
Grand Total Basic and Special Services .....	\$856,000.00

Capitalized terms used but not defined in this Supplemental No. 2 will have the meaning(s) ascribed thereto in the Contract and/or Supplemental No. 1.

The remainder of the Professional Engineering Services Contract and Supplemental No. 1 remains unchanged.

**IN WITNESS WHEREOF**, the Parties have executed this Supplemental No. 2 as of the date herein above set forth.

CLARK COUNTY, NEVADA

GCW, INC.

---

Jessica Colvin  
Chief Financial Officer



---

Tim McCoy  
President

APPROVED AS TO FORM:



---

Jason B. Patchett  
Deputy District Attorney

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b> <span style="float: right;">150</span>						
<b>Corporate/Business Entity Name:</b> GCW, Inc.						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		1555 South Rainbow Boulevard		<b>Website:</b> www.gcwengineering.com		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89146		<b>POC Name:</b> Tim McCoy		
				<b>Email:</b> tmccoy@gcwengineering.com		
<b>Telephone No:</b>		702.804.2000		<b>Fax No:</b> 702.804.2299		
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).


Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
GCW Holdings, Inc.	N/A	100%
Employee Stock Ownership Plan	(Not one employee owns 5% or more)	

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?**  Yes  No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

	Tim McCoy
Signature	Print Name
President	July 24, 2024
Title	Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
Joe Yatson	Margarita Yatson/Mngmt Analyst	Spouse	Clark County
Joe Cetrulo	Alicia Cetrulo/Family Support Sp II	Spouse	Clark County
Jeanette Rios	Martha Rios/Associate Engineer	Sister	Clark County
Erik Denman	Derek Denman/Survey Tech II	Son	CCPW/Survey

\* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

**For County Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

- Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes  No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

  
 Signature  
 Denis Cederburg  
 Print Name  
 Authorized Department Representative