SUPPLEMENTAL NO. 3 TO THE PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR BLUE DIAMOND WASH RAILROAD CHANNEL

THIS Supplemental No. 3 Contract, made and entered into this ______ day of _______ day of _______ 2025, 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 | Tim McCoy, President |
| Clark County Public Works Department | GCW, Inc. |
| 500 South Grand Central Parkway | 1555 South Rainbow Boulevard |
| Las Vegas, Nevada 89155 | Las Vegas, Nevada 89146 |
| (702) 455-6020 | (702) 804-2000 |

WITNESSETH

WHEREAS, on June 1, 2021, the COUNTY and the ENGINEER entered into a Professional Engineering Services Contract for Professional Engineering Services for the Blue Diamond Wash Railroad Channel, as defined in the Contract.

WHEREAS, on September 3, 2024, Supplemental No. 1 to the Contract 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.

WHEREAS, on November 19, 2024 Supplemental No. 2 to the Contract was approved by the COUNTY to pursue additional design services associated with constructing off-site improvements on the south side of Blue Diamond Road between Buffalo Drive and Montessouri Street; and

WHEREAS, the COUNTY desires to additional design services including revisions to the off-site improvements on the south side of Blue Diamond Road between Buffalo Drive and Montessouri Street to incorporate comments from the Nevada Department of Transportation (NDOT).

WHEREAS, this Supplemental No. 3 to the Professional Engineering Services Contract increases Basic Services by \$75,000, Special Services by \$50,000 and the total contract funding by \$125,000.00 bringing the total contract amount to \$981,000.00.

NOW THEREFORE, for and in consideration of the premises herein contained, it is agreed to supplement and amend the Professional Engineering Services Contract dated June 1, 2021, as follows:

ARTICLE II: SCOPE OF SERVICES

Add the following to Section 2.02:

- **BB.** Revise 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. Permit Coordination to submit revision for an NDOT Encroachment Permit (2.02E).
 - b. Additional Quality Control/Quality Assurance (Task 2.02G).
 - c. Additional Development Coordination (Task 2.02H).
 - d. Revised Construction Cost Estimates (Task 2.02R).
 - e. Revised Final Plans and Special Provisions (Task 2.02V).
 - f. Additional Hydrologic and Hydraulic Analysis.

ARTICLE IV: TIME OF PERFORMANCE

4.01 Time of Performance

Revise the last paragraph of 4.01 to read as follows:

The ENGINEER shall complete all other Basic Services and authorized Special Services within completion times as set forth above and by the end of July 31, 2027, unless the County amends such date in writing.

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 Eight Hundred Thirty One Thousand and 00/100 Dollars (\$831,000.00) for the Basic Services fees and One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) 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 the Special Services fees shown below in purposes or amounts:

| <u>TASK</u> | MAXIMUM AMOUNTS |
|----------------------------|----------------------------|
| Basic Services 2.02 | \$831,000.00 |
| Special Services 2.03 | \$150,000.00 |
| Grand Total Basic and Spec | cial Services \$981,000.00 |

Capitalized terms used but not defined in this Supplemental No. 3 will have the meaning(s) ascribed thereto in the Contract, and/or Supplementals No. 1 and/or No.2.

The remainder of the Professional Engineering Services Contract and Supplements No. 1 and No. 2 remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date herein above set forth.

| CLARK COUNTY, NEVADA | GCW, INC. | | | |
|-------------------------|-----------|--|--|--|
| Jessica Colvin | Tim McCoy | | | |
| Chief Financial Officer | President | | | |

APPROVED AS TO FORM:

Sarah Schaerrer

Deputy District Attorney

DISCLOSURE OF OWNERSHIP/PRINCIPALS

| | Na. | | | | | | | | | | |
|--|--|--|---|--|--|--|--|---------------|--|--|--|
| | ype (Please select | | imited Liability | ✓ Corporation | ration | Trus | Non-Profit Organization | | Other | | |
| | ation Group (Pleas | | | | | | | | | | |
| MBE. | □wbE | | SBE | □PBE | | | □VET | | DVET | □ESB | |
| Minority Business Enterprise | Women-Owned Business Enterprise | | Small Business Enterprise | Business Physically Challenge | | | Veteran Owned Business | | Disabled Veteran Owned Business Emerging Sm Business | | |
| Number of Cl | ark County No | evad | la Residents | Employ | yed: | | | 150 | | | |
| Corporate/Busine | Corporate/Business Entity Name: GCW, Inc. | | | | | | | | | | |
| (Include d.b.a., if | | | | | | | | | | | |
| Street Address: | | 1555 | 5 South Rainbow | / Boulevar | ď | | Website: www.gcwe | | g.com | | |
| City, State and Zi | o Code: | Las Vegas, NV 89146 | | | | | POC Name: Tim McCoy Email: tmccoy@gcwengineering.com | | | | |
| Telephone No: | | 702. | 804.2000 | | | | Fax No: 702.804.229 | 99 | | | |
| Nevada Local Stre | eet Address: | Wohaita | | | | | | | | | |
| (If different from a | above) | | | | | | Local Fax No: | | | | |
| City, State and Zi | City, State and Zip Code: | | | | | | Local POC Name: | | | | |
| Local Telephone No: | | | | Email: | | | | | | | |
| close corporations, t | Full Name | limited | liability companies | s, partnersh | ips, limi | ted partner Title | la Revised Statutes, in ships, and professional | (ř | ns. % Owne Not required for Pu porations/Non-prof | d blicly Traded | |
| 001411111111111111111111111111111111111 | CW Holdings Inc. N/A | | | | | | | 100% | | | |
| GCW Holdings, Inc | | | | (Not one employee owns 5% or more) | | | | (| | | |
| Employee Stock O | wnership Plan | | | lot one en | ibioyee | OWISS | a di filore) | _ | | | |
| Are any individual Center or Clar Yes | k County Water Recl No (If | ers, ow lamatic yes, pl ntracts | mers or principals, on District full-time of the lease note that Cost, or other contracts | involved in employee(s unty employ s, which are | the busi i), or app /ee(s), c i not sub | iness entity pointed/ele or appointe oject to con | r, a Clark County, Depa cted official(s)? d/elected official(s) may npetitive bid.) | artment of A | m any work on pro | fessional service | |
| eister grandel | nild, grandparent, re oyee(s), or appointed | lated to /electe | o a Clark County, I ed official(s)? | Department | OT AVIA | tion, Clark | nestic partner, child, pa County Detention Cent | or or oran | County Video No. | half-brother/half- clamation District | |
| ✓ Yes | | _ | | | | | m on Page 2. If no, ple | | | | |
| I certify under penal land-use approvals, | ty of perjury, that all contract approvals, I | of the i | information provide ales, leases or excl | ed herein is nanges with | current, out the | complete, completed | and accurate. I also un disclosure form. | iderstand th | hat the Board will n | ot take action on | |
| -1- | mo of | | | Tim M | сСоу | | | | | | |
| Signature | | | | Print N | | | | | | | |
| President | | | | | mber 9 | , 2025 | | | | | |
| Title | | | | Date | | | | | | | |

DISCLOSURE OF RELATIONSHIP

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

| NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE | RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL | COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT |
|---|--|--|
| Alicia Cetrulo/Family Support Sp II | Spouse | Clark County |
| James Williams/CM Inspector | Brother-in-law | CCPW-Construction |
| Derek Denman/Survey Tech II | Son | CCPW-Survey |
| Martha Rios/Associate Engineer | Sister | Clark County |
| Margarita Yatson/Mngmt Analyst | Spouse | Clark County Fire Department |
| | | |
| | | |
| | | |
| | EMPLOYEE/OFFICIAL AND JOB TITLE Alicia Cetrulo/Family Support Sp II James Williams/CM Inspector Derek Denman/Survey Tech II Martha Rios/Associate Engineer | EMPLOYEE/OFFICIAL AND JOB TITLE Alicia Cetrulo/Family Support Sp II Spouse James Williams/CM Inspector Brother-in-law Derek Denman/Survey Tech II Martha Rios/Associate Engineer Sister |

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

"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 Cobbasure

Print Name Authorized Department Representative

[&]quot;Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.