

**SUPPLEMENTAL NO. 1 TO THE  
PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR  
SLOAN LANE, VEGAS VALLEY DRIVE TO RUBY CREEK DRIVE**

**THIS SUPPLEMENTAL NO. 1** is made and entered into this 6<sup>th</sup> day of January, 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 the ENGINEER may herein be referred to individually as “Party” or collectively as “Parties.”

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

**WHEREAS**, on July 1, 2024, the COUNTY and the ENGINEER entered into a Professional Engineering Services Contract (“Contract”) to design roadway improvements on Sloan Lane from Vegas Valley Drive to Ruby Creek Drive;

**WHEREAS**, this Supplemental No. 1 to the Contract (“Supplemental No. 1”) includes the additional design services for storm drain modifications, construction support, and record drawings; and

**WHEREAS**, this Supplemental No. 1 increases funding by \$150,000.00 bringing the total Contract amount to \$600,000.00.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants herein contained, the Parties mutually agree to supplement the Contract as follows:

**ARTICLE II: SCOPE OF SERVICES**

**Add the following to Section 2.02:**

- U. Revise the proposed storm drain system from Las Vegas Wash to Ruby Creek to accommodate 100-year flows at the low point. The revision includes design modifications to avoid the conflict with the previously relocated NV Energy underground conduit. The design required structural design for a new inlet and outlet connection to Las Vegas Wash Channel.
- V. Perform post-design services as requested by the COUNTY in writing after the COUNTY awards the construction of this Project to a contractor. Items may include:
  - 1. Respond to contractor initiated requests for additional information.
  - 2. Attend construction meetings and field meetings, as requested by the COUNTY.

3. Review and make recommendations on shop drawings submittals made during construction of the Project.
  4. Cause a registered professional engineer, who has substantial responsibility with respect to the design and preparation of the plans and specifications for the Project, to make periodic visits to the construction site to observe the progress and general quality of the work. Such visits shall be made at a frequency as specified by the Director. After each visit, the ENGINEER shall make a written report to the Director with respect to the progress and general quality of the work and the relationship of the work to the construction contract documents. This task shall not be construed to include the services of a Resident Project Representative.
  5. Present written recommendations with respect to items submitted by the Director to the ENGINEER for evaluation under a “substitution clause” of a construction contract, evaluate the items and revise the plans and specifications accordingly.
  6. Provide written responses to requests from the Director for technical clarifications and information during construction of the Project when such clarifications and need for technical information are not the result of error or omission on the part of the ENGINEER.
- W.** Provide Record Drawings following completion of Project construction and within sixty (60) days of receipt of hard copy as-built mark-ups. Update all drawing files and sheet drawings, incorporating all revisions and clarifications identified during construction and as requested by the Director. These documents shall constitute the “Record Drawings”. Each drawing sheet shall be dated and stamped to indicate “Record Drawings”. Furnish to the Director an electronic copy of the Record Drawing in .pdf (300 dpi) format and all drawing files in AutoCAD’s “.dwg” format or “.dxf” format. The ENGINEER shall also return the hard copy as-built mark ups to the Director. An index of all drawing files, including reference files, shall also be provided.

## **ARTICLE V: PAYMENT FOR SERVICES**

**Revise 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 Services 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 Five Hundred and Twenty Five Thousand and 00/100 Dollars (\$525,000.00) for the Basic Service fees, and Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) 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 scope of services without the prior written authorization of the Director.

**Revise 5.02 to read as follows:**

**5.02 Basic Services and Special Services Fees**

Compensation for the engineering services provided herein will be made on the basis of ENGINEER’s direct salary, times a multiplier not to exceed of 3.35 plus direct non-salary expenses, plus actual approved subcontractor or subconsultant costs. The ENGINEER shall provide certified payrolls and Federal or State audited overhead rates at the Director’s request.

Direct non-salary expenses incurred by the ENGINEER for work done under this Contract eligible for reimbursement by the COUNTY are as specified below:

- A. Identifiable reproduction costs applicable to the work, such as printing, binding, and related expenses.
- B. Identifiable communications expense, such as long distance telephone, overnight delivery charges (FedEx, UPS), and postage.
- C. Subconsultant or subcontractor services provided the COUNTY has given written prior approval for such service.

The Basic Services and Special Services fees shall not be paid to the ENGINEER unless the Director approves the purpose and the amount of such fees in writing.

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>	<u>MAXIMUM AMOUNTS</u>
Basic Services 2.02 A-T .....	\$425,000.00
Basic Services 2.02 U-W .....	\$100,000.00
Special Services 2.03 .....	\$75,000.00
Grand Total Basic and Special Services .....	\$600,000.00

Capitalized terms used but not defined in this Supplemental No. 1 will have the meaning(s) ascribed thereto in the Contract. The remainder of the Contract remain unchanged.


**IN WITNESS WHEREOF**, the Parties have executed this Supplemental No. 1 as of the date herein above set forth.

CLARK COUNTY, NEVADA

GCW, INC.

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Jessica Colvin  
Chief Financial Officer



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Tim McCoy  
President

APPROVED AS TO FORM:



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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>				150		
<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>Website:</b>		
<b>(If different from above)</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	December 5, 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