

**PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR
CLARK COUNTY PUBLIC WORKS PROJECT MANAGEMENT**

THIS Contract made and entered into this 19th day of April, 2022, 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 initial 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 Department of Public Works 500 South Grand Central Parkway, Suite 2066 Las Vegas, Nevada 89106 (702) 455-6020	Tim McCoy, President GCW, Inc. 1555 S. Rainbow Boulevard Las Vegas, Nevada 89146 (702) 804-2000

W I T N E S S E T H

WHEREAS, the COUNTY desires to obtain quality professional engineering services in connection with the work hereinafter described; and,

WHEREAS, the ENGINEER desires to provide such services in exchange for the fees hereinafter specified.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

ARTICLE I: DEFINITIONS

As used in this Contract, the following terms shall have the meanings as set out below:

"Designer" means the Engineering Consulting Firm with whom the COUNTY has selected to perform design engineering services on an infrastructure project identified in the County's Capital Improvement Program including projects on the Regional Transportation Commission Capital Improvement Plan and this Regional Flood Control District ten year construction program.

"Director" means the Director of Public Works of the County of Clark and all persons designated by him, in a notice to the ENGINEER, to administer this Contract.

“Direct Salary” is defined as the actual base rate of pay on an hourly basis of the ENGINEER’s employees whose time will be directly chargeable to this Contract. The ranges of base rate of pay to be used by the ENGINEER under this Contract are those specified in Exhibit “A” attached hereto and made a part hereof by this reference.

“Project” means specific public works capital improvement project to be designed by a designer and overseen by the ENGINEER.

“Project Assignment” means the written notification by the Director to the ENGINEER identifying the specific Project or group of Projects. The Project Assignment will identify the tasks from the Scope of Services (Article II) to be performed by the Engineer for the Project.

ARTICLE II: SCOPE OF SERVICES

2.01 In General

Beginning on the date the Director notifies the ENGINEER, in writing, to begin performance, the ENGINEER shall furnish all services and materials necessary to assist the COUNTY in the administration and oversight of Designers. Without limiting the generality of the following, the services may include any of the following specific tasks and such as are normally and customarily performed by consulting designers for such tasks for the project management of facilities similar to those complemented herein.

Section 2.02 through 2.07 identify the potential tasks for each Project that may be required to be performed on a Project Assignment.

2.02 Contract Administration Assistance

A. Project Management Assistance

1. Assist the COUNTY in the Project management and administration services necessary to support the implementation of the Project and the Program of Projects. This will include, but not be limited to, development of Project procedures, management of documents, monitoring of progress, and Designer contract administration.
2. Review status of Projects currently under contract with Designer as well as those presently funded for which documentation is to be provided to acquire a Work Order.
3. Assist the COUNTY in the preparation of Designer scopes of work, describing the work to be performed by Designer on each Project to assist Designers determining the level of effort necessary and associated fee proposals.

4. Assist the COUNTY in responding to proposal inquiries and conducting preproposal conferences. After receipt of proposals, review proposals for thoroughness and responsiveness.
5. Establish an immediate action plan, defining the status, budget, and milestone dates for each Project which the COUNTY currently has a contract with a Designer.

B. Scheduling

1. Develop and maintain a master schedule identifying milestones for all Designer Projects, anticipated construction activities, and administrative Project deadlines. A preliminary master schedule will be prepared prior to the award of Designer contracts to identify desirable schedule to be included in the Designer Engineer services contract. The master schedule will identify critical path activities for the Project.
2. Utilize MS Project for the master schedule. Monthly progress information from the Designers will be used to provide a monthly update of the master schedule.
3. Provide a repository for document control and other Project management features for the use of the ENGINEER, COUNTY, and Designers.
4. Provide a monthly cost and schedule update to COUNTY.
5. Meet with the COUNTY and the Designers monthly to review progress and make recommendations to Director regarding schedule and payment.

C. Additional Service Requests

1. Preview the Designers' additional services requests for changes in the scope of work and make recommendations to the Director.

2.03 Technical Oversight Services

Technical services consist of the ENGINEER managing, coordinating, and overseeing the work of the Designer. It is acknowledged that the ENGINEER will provide reviews at the milestones set-forth below to ensure general conformity to the Project requirements. However, review by the ENGINEER does not constitute a formal Quality Control review and the Designer is responsible for the quality of their design. ENGINEER is not responsible for the engineering performed by the Designer.

A. Submittals/Reviews

1. Schedule review submittals from Designers and conduct review meetings.

2. Provide reviews to conformity with the Project scope and Project design concept. Provide a general quality review of all design drawings for completeness, readability, and constructability and provide the Designer with a written comment matrix.
3. Distribute design submittals for Public Agency Review, compiling review comments, and coordinating responses to comments.
4. Submittal reviews will be conducted at the following milestones unless otherwise defined in the Designer's scope of services:
 - Thirty Percent Review
 - Sixty Percent Review
 - Ninety Percent Plans and Special Provisions
 - Pre-Final Plans and Special Provisions
 - Final Plans and Special Provisions
 - Supporting feasibility and technical discipline studies as submitted.

B. Technical Specifications

Review the supplemental specifications prepared by the Designers for format and basic content for inclusion in the bid documents.

C. Construction Cost Estimate

Compile and update construction cost estimates developed by the Designers in order to maintain up-to-date figures on total Project costs. Provide updated construction cost estimates to the Director as the estimates become available.

D. Bid Documents

Assist the COUNTY in the implementation of bid documents for the Project. General conditions and instructions will follow COUNTY format. Supplemental specifications will be prepared by the Designer for inclusion in the bid documents.

E. Technical Memoranda

Distribute technical memoranda issued by the COUNTY and/or other agencies to the Designers throughout the period of the Contract. The technical memoranda will alert the Designers to changes in the Project design requirements.

F. Right-of-Way

Review the right-of-way documents prepared by the designer for consistency with the Project design and coordinate with the COUNTY designated right-of-way agent and the designated appraiser, as necessary.

G. Utilities

Attend meetings between the Designers and the utility companies in order to respond to questions regarding the overall Project scope, timing, and priorities. Monitor the progress of utility relocations and of utility design and coordination by the Designers including utility agreements, prior rights verification, schedules and compliance with contract requirements

2.04 Designer Coordination

- A. Determine Project limits in consultation with COUNTY.
- B. Provide coordination between Designers to ensure that the Project is properly coordinated and sequenced.
- C. Schedule design reviews in an effort to establish a uniform flow of documents and return of comments. Distribute submittals to the review agencies and coordinate comments and responses. Coordinate agency review and agency review meetings.
- D. Coordinate the resolution of design problems with appropriate agencies and/or COUNTY staff.
- E. Review the permit matrix prepared by the Designer and submitted at the fifty percent submittal. Review all updates to the permit matrix at each subsequent state.

2.05 Construction Coordination for Various Projects

- A. Provide coordination for projects under construction.
 - 1. Attend weekly construction meetings for Projects within resort corridor, including Nevada Department of Transportation (NDOT) Projects.
 - 2. Obtain 2-week look ahead schedule and prepare summary for all resort corridor Projects.
 - 3. Observe traffic conditions within work zone during work hours and non-work hours for all resort corridor projects.
 - 4. Coordinate with RTC FAST for traffic signal timing recommendations and/or changes based on Maintenance of Traffic setup and lane restrictions.
 - 5. Verify placement and message of Project changeable message signs.
 - 6. Observe traffic control layout and conformance with MOT plan.

7. Observe traffic setup and tear down times and conformance with MOT plan.
 8. Conduct weekly travel time runs on projects within resort corridor and compare to anticipated time. Notify Director of any significant variations.
 9. Develop communication network to gather and obtain construction information.
 10. Assist in maintaining consistency among the public outreach programs for contractors.
- B. Prepare monthly updates for Project website.
1. Gather monthly Project status reports for all resort corridor projects, both design and construction.
 2. Gather and/or prepare project materials to be uploaded to website.
 3. Identify upcoming construction activities, lane restrictions, work hours and access impacts based on approved Traffic Control plans.
- C. Identify construction phasing/traffic and develop potential mitigation measures.
1. Identify any delay in critical path and potential inter-projects conflicts.
 2. Develop potential mitigation options for construction phasing, schedule and work hours to reduce impacts.
 3. Document incidents provided by construction management teams causing impacts to traffic during construction and provide notifications to stakeholder, as necessary.
- D. Coordinate progress and findings with Clark County Public Works.
1. Attend bi-weekly meeting with CCPW staff to review:
 - a. Projects schedules, including any delays.
 - b. Potential mitigation options for construction phasing, schedule and work hours to reduce impacts.
 2. Serve as the point of contact for information regarding projects within the resort corridor.
 3. Perform additional support, as requested by Clark County to facilitate Project completion.
 4. Track encroachment permits being pulled within the resort corridor.

- E. Provide stakeholders and property owner updates.
 - 1. Prepare bi-weekly summary of projects including: schedule updates including 2-week look ahead; upcoming specialty traffic control setups; upcoming driveway and/or access impacts; and upcoming special events identified.

2.06 Reporting

- A. Establish uniform procedures for invoicing, change orders, and reporting of Project progress and insure designer conformance in order to facilitate review by the COUNTY.

2.07 Project Progress and Invoicing

- A. Review the Designer's invoices for conformity with the design schedule and the progress submittals.
- B. Meet with Designer monthly to review progress and make recommendations to the Director regarding schedule and payment.
- C. Prepare Project budgets, contracts, purchase orders, change order, progress payment forms, and any other Project related documents that may be required.
- D. Review invoices and forward to the Director with recommendations. Establish standardized invoicing procedures for all Designers within a Program of Projects.

ARTICLE III: DUTIES OF THE COUNTY

3.01 Other Duties

- A. Provide access to the ENGINEER for all data and allow the ENGINEER to make copies of documents in the possession and control of the COUNTY Public Works Department, or available to the COUNTY Public Works Department, which are requested by the ENGINEER to perform its engineering services under this Contract.
- B. Perform and provide to the ENGINEER, evaluations on the ENGINEER's performance of the work specified herein. Evaluations will be made at the 60% level of completion of the ENGINEER's work and after the COUNTY has awarded a bid for the construction of the Project.

ARTICLE IV: TIME OF PERFORMANCE

4.01 Time of Performance

The term of this Contract shall begin on the date approved by the Board of County Commissioners and end on December 31, 2026, This Contract may be extended one additional year at the option of the COUNTY.

4.02 Time Extensions

Upon written request of the ENGINEER, the Director may grant time extensions to the extent of any delays caused by the COUNTY or other agencies with whom the work must be coordinated and over whom the ENGINEER has no control, but only to the extent that the exercise of due diligence and care, on the part of the ENGINEER, within the scope of its work under this Contract could not have avoided such delays and to the extent of any delays caused by force majeure, as that term is defined in Section 9.12 hereof.

ARTICLE V: PAYMENT FOR SERVICES

5.01 Maximum Amount Payable

The maximum amount payable by the COUNTY to the ENGINEER shall not exceed the sum of One Million and 00/100 Dollars, 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 that identified in each Project Assignment. 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.

5.02 Basic 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 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 fees shown below in purposes or amounts:

<u>TASK</u>	<u>MAXIMUM AMOUNTS</u>
2.02 – 2.07.....	\$1,000,000.00

5.03 Method of Payment for Basic Services and Special Services Fees

The ENGINEER will be paid on the basis of monthly invoice, submitted by the ENGINEER and approved by the Director. The ENGINEER shall invoice on a monthly basis regardless of the amount of work performed in the preceding month. The invoice shall include a summary of work completed by the ENGINEER during the preceding month. Additionally, the ENGINEER shall furnish with each invoice a summary of work performed during the invoice period. Within thirty (30) days of receipt of an invoice, the Director shall approve, or reject with cause, the invoice. The total invoice amount shall be paid to the ENGINEER after receipt of an approved invoice, as set forth below. Failure of the ENGINEER to provide a monthly invoice may result in the invoice payment being rejected by the COUNTY.

Fees shall be invoiced in the months which follow performances of such services and shall be paid by the COUNTY within sixty (60) days after receipt of an invoice submitted by the ENGINEER and approved by the Director unless the Director notifies the ENGINEER within such period of time that a payment or a portion thereof for the services rendered is in dispute. The COUNTY agrees that it will not unreasonably delay or withhold payment or approval of any invoice submitted by the ENGINEER.

The parties hereby agree that no penalty will be imposed upon the COUNTY for failure to pay the ENGINEER in a timely manner nor will the COUNTY require a discount for timely payment in accordance with the terms set forth in this Contract.

ARTICLE VI: DESIGN CRITERIA; APPROVALS

6.01 Design Criteria

The ENGINEER shall employ design criteria established by the most recent publications of the American Association of State Highway and Transportation Officials (AASHTO) and standards established by the current policies and procedures of the Regional Transportation Commission of Southern Nevada, as well as those adopted by the Clark

County Board of Commissioners. These shall include the most recent editions of the following publications:

- A. A Policy of Geometric Design of Highways & Streets and American Association of State Highways & Transportation Officials (AASHTO).
- B. Bridge Design Specifications, American Association of State Highways & Transportation Officials, Load and Resistance Factor Design (AASHTO LRFD).
- C. Uniform Standards Specifications for Public Works' Construction of Off-Site Improvements, Clark County, Nevada, Regional Transportation Commission of Southern Nevada.
- D. Uniform Standard Drawings for Public Works Construction of Off-Site Improvements, Clark County Area, Nevada Volumes I and II.
- E. Manual on Uniform Traffic Control Devices for Streets and Highways, Federal Highway Administration, U.S. Department of Transportation.
- F. Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District.
- G. Standard Specifications for Road and Bridge Construction, State of Nevada Department of Transportation.
- H. Standard Plans for Road and Bridge Construction, State of Nevada Department of Transportation, English edition.
- I. Standard Highway Signs, Nevada Supplement, State of Nevada Department of Transportation, English edition.

6.02 Approvals

An approval by the Director, or any other instrumentality of the COUNTY, of any part of the ENGINEER's performance shall not be construed to waive compliance with this Contract or to establish a standard of performance other than that established by law unless such approval is in writing and expressly refers to:

- A. Specific items and the characteristics of such items subject to such a waiver; and,
- B. This Article VI, and in such event, such a waiver shall only be effective as to the specific items and the characteristics thereof identified in the writing.

The COUNTY's approval herein shall not relieve the ENGINEER of its responsibility to correct errors on the drawings, plans, specifications and proposals furnished by the

ENGINEER under this Contract, and no payment to the ENGINEER will be made by the COUNTY for correction of such errors.

ARTICLE VII: TERM AND TERMINATION

7.01 In General

This Contract shall be in force and effect from and after the day on which the Director gives notice to the ENGINEER to begin work under this Contract under Section 2.02 above. This Contract shall remain in effect until one (1) year from the date listed in Article 4.01. This section shall not be construed to relieve either party of its obligations to perform under this Contract while the Contract is in effect. Termination of this Contract shall not release either party from any of its continuing obligations hereunder. This section shall not be construed to change any disputes arising out of this Contract or in connection with the subject matter hereof, nor shall this section be construed to change the date or the time on which a cause of action arising out of this Contract, or the subject matter hereof, would otherwise accrue under the statutes of limitations or doctrines of law.

7.02 Termination by the COUNTY

The Director may terminate this Contract at any time by giving thirty (30) days notice in writing to the ENGINEER. Upon receipt of such notice, the ENGINEER shall, unless the notice directs otherwise, immediately discontinue all services in connection with this Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the ENGINEER shall submit a statement showing in detail the services performed under this Contract to the date of termination. The COUNTY shall then promptly pay the ENGINEER that portion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less such payment on account of the fee as had been previously made.

ARTICLE VIII: INSURANCE

8.01 In General

The ENGINEER shall obtain and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property or other losses which may arise from or in connection with the ENGINEER's negligence or fault in the performance of the work hereunder by the ENGINEER, the ENGINEER's agents, representatives, employees, or subcontractors of any tier.

8.02 Insurance Coverages

8.02 Insurance Coverages

The ENGINEER will provide the COUNTY with certificates of insurance for coverage as listed below and endorsements establishing coverage required by this Contract within ten (10) calendar days after approval of this Contract by the Clark County Board of Commissioners. The certificate of endorsement for each insurance policy is to be signed by a person authorized by that insurer and licensed by the State of Nevada, and shall include the Project name on the certificate.

All deductibles and self-insured retention shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) without written approval of the COUNTY. If aggregate limits are imposed on bodily injury and property damage and professional liability coverage, the amount of such a limit must not be less than twice the amount of the limits required herein. All aggregates must be fully disclosed, and the amount must be entered on the required certificate of insurance. Any notice given to the ENGINEER with respect to the exhaustion of limits of insurance shall also be sent to the COUNTY. Each insurance company's rating, as shown in the latest "Best's Key Rating Guide" shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the ENGINEER, including the rating and financial health of each insurance company providing coverages, is subject to approval by the COUNTY.

The insurance coverages are in the following amounts:

- A. The ENGINEER will maintain general liability coverage at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) specified combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Coverage shall be on an "occurrence" basis only and not on a "claims made" basis; and the coverage must be provided on ISO commercial liability or on ISO broad form comprehensive general liability forms with no exception to the coverage provided in such forms. The policies must include, but not be limited to, coverage for: bodily injury, personal injury, broad form property damages, premises operations, severability of interest, products and completed operations, contractual and independent contractors. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. The COUNTY, its officers, its employees, and its volunteers must be expressly covered as "additional insureds."
- B. Maintain automobile coverage at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit "per accident" for bodily injury and property damage for all owned automobiles, non-owned automobiles, hired automobiles, or any automobile. The COUNTY, its officers, its employees, and its designated volunteers must be expressly covered as "additional insureds."
- C. Maintain professional liability insurance at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and to insure against claims or

the COUNTY. "Claims made" insurance coverage will continue for a period of three (3) years beyond the term of this Contract. Any retroactive date must coincide with or predate the date of this Contract and may not be advanced without the COUNTY's consent. The ENGINEER's professional liability insurance must provide coverage for the ENGINEER's subcontractor if the subcontractor does not maintain professional liability insurance in the same amounts and manner as required for the ENGINEER.

8.03 Additional Coverage

The ENGINEER's insurance shall be primary as respects to the COUNTY, its officers, its employees, and its volunteers. Any other coverage available to the COUNTY, its officers, its employees, and its volunteers shall be in excess over the insurance required of the ENGINEER. The insurance requirements specified herein do not relieve the ENGINEER of his responsibility or limit the amount of the ENGINEER's liability to the COUNTY or other persons, and the ENGINEER is encouraged to purchase such additional insurance as the ENGINEER deems necessary.

8.04 Notice of Cancellation

The insurance certificates supplied by the ENGINEER must provide for a thirty (30) day notice to the COUNTY before implementation of a proposal to cancel required insurance coverage. This notice requirement does not waive the insurance requirements contained herein. In addition, the ENGINEER shall notify the COUNTY within thirty (30) days of any reduction in coverage or limits.

8.05 Special Conditions

- A. ENGINEER agrees, as a condition precedent to the performance of any work under this Contract and as a precondition to any obligation of COUNTY to make any payment under this Contract, to provide COUNTY with a certificate issued by the Employer's Insurance Company of Nevada in accordance with NRS Section 616B.627. Prior to the expiration of such coverage, ENGINEER shall provide COUNTY with proof of continued coverage as a condition precedent to the continuation of work and payments under this Contract.
- B. ENGINEER agrees to maintain coverage for industrial insurance pursuant to the terms of NRS Chapter 616 throughout the term of this Contract. If ENGINEER does not maintain such coverage, or fails to provide proof of continued coverage, ENGINEER agrees that COUNTY may withhold payment, order the ENGINEER to stop work, suspend the Contract or terminate the Contract.

8.06 COUNTY's Remedies

If the ENGINEER fails to maintain any of the insurance coverages required under this Contract, the COUNTY will have the option to:

- A. Terminate the Contract;
- B. Declare the ENGINEER in breach of Contract;
- C. Purchase replacement insurance; or
- D. Pay the premiums that are due on existing policies in order that the required coverage may be maintained.

The ENGINEER is responsible for any costs incurred by the COUNTY to maintain such insurance, and the COUNTY may collect the same from the ENGINEER or deduct the amount of costs incurred from any sums due the ENGINEER under this Contract.

ARTICLE IX: MISCELLANEOUS PROVISIONS

9.01 Indemnification

Professional Liability:

ENGINEER agrees to indemnify and hold harmless COUNTY and all the officers, employees and agents of the COUNTY, and each of them, from and against any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the ENGINEER, ENGINEER's employees and/or agents, in the performance of this Contract. If the ENGINEER is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the COUNTY, as reimbursement for the attorney's fees and costs incurred by the COUNTY in defending the action, by the ENGINEER in an amount which is proportionate to the liability of the ENGINEER.

ENGINEER further agrees to defend, indemnify and hold harmless the COUNTY and all the officers, employees and agents of the COUNTY, and each of them, from and against any and all liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the ENGINEER, and ENGINEER's employees and/or agents, in the performance of this Contract when said liabilities, negligence, errors, omissions, recklessness or intentional misconduct are not based upon or arising out of the professional services performed under this Contract.

ENGINEER will not be required to defend, indemnify or hold harmless the public body or the employees, officers or agents of the COUNTY from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the COUNTY.

General and Automobile Liability:

As to acts or omissions which do not arise directly out of the performance of the professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, ENGINEER agrees to indemnify, defend (at COUNTY's option), and hold harmless COUNTY, its officers, employees from and against any and all losses, damages, fines, liability, claims, demands, causes of action, costs, expenses, judgments, including but not limited to reasonable costs of investigation, reasonable attorneys fees and expenses, reasonable consultants' fees and expenses, reasonable expert witnesses' fees and expenses and all court or arbitration or other alternative dispute resolution costs.

Furthermore, this entire Section 9.01 survives any termination or completion of this Contract.

9.02 Non-Discrimination

ENGINEER acknowledges that the COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. ENGINEER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, the COUNTY may declare the ENGINEER in breach of the Contract, terminate the Contract, and designate the ENGINEER as non-responsible.

9.03 Engineer's Responsibility for Services and Materials

Until the COUNTY's acceptance of the services performed by the ENGINEER the ENGINEER shall have the charge and care of the services and of the materials to be used herein and shall bear the risk of injury, loss and/or damages to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the services. The ENGINEER shall rebuild, repair, restore and make good all injuries, losses and/or damages to any portion of the services to be performed or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof.

9.04 Independent Contractor

The relationship of the ENGINEER to the COUNTY shall be that of an independent contractor.

9.05 Business Structure and Assignments

The ENGINEER shall not assign this Contract or dispose of all or substantially all of its assets without the written consent of the Clark County Board of Commissioners.

9.06 Subcontractors

The ENGINEER shall not subcontract any part of its performance under this Contract without the written consent of the Director. Subcontractor shall carry insurance coverage equivalent to the ENGINEER.

9.07 Parties and Interests

This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the COUNTY and the ENGINEER only.

9.08 Non-waiver

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon the fault or failure of performance, shall not be considered a waiver of the right to insist upon and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder, or to exercise any right or remedy occurring as a result of any future default or failure of performance.

9.09 Applicable Laws

This Contract is subject to all the laws of the State of Nevada, the ordinances of the County of Clark, Nevada, the laws of the federal government of the United States of America, and all of the rules and regulations of any regulatory body or officer having jurisdiction.

9.10 Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered three (3) days after deposit in a United States Postal Service Post Office receptacle with proper postage affixed (certified mail, return receipt requested) to the respective other party at the address prescribed in the preamble to this Contract.

9.11 Property: Copyrights

The ENGINEER shall furnish to the COUNTY all field notes, reports, data, and electronic or magnetic media, and original tracings of all drawings and plans, maps, photographs, and other materials (including, if requested by the Director, design computations, design sketches and review drawings) prepared pursuant to this Contract (hereinafter collectively referred to as "Documents"). The originals of such Documents shall be and remain the property of the COUNTY.

All of such Documents shall be deemed to be "works made for hire" prepared for the COUNTY. The ownership of all copyrights and all rights embodied in the copyrights in or to such Documents shall rest in the COUNTY when any such is subject to copyright.

The ENGINEER agrees that it, nor any of its employees, shall have any right to copyright any of such Documents. The ENGINEER further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the Clark County Board of Commissioners. The ENGINEER shall place a conspicuous notation upon each such Document which indicates that the copyright thereto is owned by the COUNTY.

Should it be finally determined, by a court or other tribunal of competent jurisdiction, that any of such Documents is not a “works made for hire,” it is agreed that the provisions of this section shall be termed an assignment, sale, and transfer of the copyright in or to such Document to the COUNTY for the longest term allowed by law. Notwithstanding the foregoing, the ENGINEER may retain copies of such Documents and such copies shall remain the property of the ENGINEER. The ENGINEER shall have the right to use such copies as it may desire, but the ENGINEER may not sell, license, or otherwise market such Documents.

Documents, including drawings and specifications prepared by ENGINEER pursuant to this Contract, are not intended or represented to be suitable for reuse by COUNTY or others on extensions of the services provided for the Project or any other Project. Any use of completed Documents for other projects and/or any use of uncompleted Documents without specific written authorization from ENGINEER will be at the COUNTY’s sole risk and without liability or legal exposure to ENGINEER.

9.12 Force Majeure

In the event either party is rendered unable, wholly or in part by force majeure to carry out any of its obligations under this Contract, it is agreed that on such party’s giving notice of the particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any disabilities so caused as to the extent provided, but for no longer period. Such cause shall, as far as possible, be remedied with all reasonable dispatch. In such an event, the ENGINEER shall provide an updated schedule satisfactory to the COUNTY for the completion of the remaining work called for under this Contract.

The term “force majeure” as used herein, shall include acts of God, acts of the public enemy, war, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, and restraints of government and people, explosions, breakage and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided. The term “force majeure” as used herein, does not include strikes, lockouts, work slowdowns, and other labor disturbances.

9.13 Inspections and Audits

The Director shall have the right to perform, or cause to be performed, audits of the books and records of the ENGINEER and inspections of all places where work is undertaken in connection with this Contract provided that the ENGINEER shall not be required to keep such books and records longer than three (3) years after the termination of this Contract.

9.14 No Gratuities or Gifts

The ENGINEER, or agent/representative of the ENGINEER, shall not offer or give any gratuities (in the form of entertainment, meals, gifts, or otherwise) to any officer or employee of the COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.

9.15 Entire Agreement

This Contract contains all of the agreements of the parties.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement and each of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the Parties have executed this Professional Engineering Services Contract as of the date herein above set forth.

CLARK COUNTY, NEVADA

GCW, INC.

Randall J. Tarr
Deputy County Manager



Tim McCoy
President

APPROVED AS TO FORM:



Laura C. Rehfeldt
Deputy District Attorney

EXHIBIT “A”

MAXIMUM DIRECT SALARY
OF THE ENGINEER’S EMPLOYEES STANDARD RATES

CLASSIFICATION	DIRECT SALARY (Not to Exceed) (Standard Rates)
Principal	<u>\$132.00</u>
Associate	<u>\$110.00</u>
Supervising Engineer/Project Manager/Land Surveyor	<u>\$94.00</u>
Senior Engineering/Project Manager/Land Surveyor	<u>\$72.00</u>
Engineer/Project Manager/Land Surveyor	<u>\$66.00</u>
Senior Designer	<u>\$62.00</u>
Designer/Survey Office Technician	<u>\$48.00</u>
Engineering/Land Surveying Intern	<u>\$44.00</u>
GIS Analyst	<u>\$39.00</u>
Construction Specification Manager	<u>\$83.00</u>
Specification Technician	<u>\$38.00</u>
Senior CAD Technician	<u>\$35.00</u>
CAD Technician	<u>\$31.00</u>
Project Coordinator	<u>\$40.00</u>
Project Assistant 2/Processor	<u>\$35.00</u>
Project Assistant 1	<u>\$20.00</u>
Survey: Party Chief	<u>\$55.00</u>
Instrument Operator	<u>\$36.00</u>

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ 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
Number of Clark County Nevada Residents Employed:				136		
Corporate/Business Entity Name:		GCW, Inc.				
(Include d.b.a., if applicable)						
Street Address:		1555 South Rainbow Boulevard		Website: www.gcwengineering.com		
City, State and Zip Code:		Las Vegas, NV 89146		POC Name: Tim McCoy		
				Email: TMcCoy@gcwengineering.com		
Telephone No:		702.804.2000		Fax No: 702.804.2299		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

1. 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.)

2. 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.


Signature

Tim McCoy
Print Name

President
Title

March 22, 2022
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/Sr Recordation Tech	Spouse	Clark County
Jeanette Rios	Martha Rios/Associate Engineer	Sister	Clark County
Erik Denman	Derek Denman/Survey Tech II	Son	CCPW/Survey
Erik Denman	Cristofer Denman/Hvy Equip Op	Brother	CCPW Road Maintenance

* 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
Davis Coopersmith
Print Name
Authorized Department Representative