

**SUPPLEMENTAL NO. 3 TO THE
PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR
CC 215 SOUTH BRUCE WOODBURY BELTWAY – DECATUR BOULEVARD TO I-15**

THIS Supplemental No. 3 Contract, made and entered into this 5th day of September, 2023, 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”.

W I T N E S S E T H

WHEREAS, on November 21, 2017, the COUNTY and the ENGINEER entered into a Professional Engineering Services Contract in the amount of \$1,339,000 to design roadway improvements on CC215 South Bruce Woodbury Beltway from Decatur Boulevard to I-15; and,

WHEREAS, on September 3, 2019, the COUNTY and the ENGINEER entered into Supplemental No. 1 to the Contract which increased funding by \$1,960,000, improved the CC215 South Bruce Woodbury Beltway from Decatur Boulevard to I-15 in two phases of construction ,and defined design elements for Phase 2. Phase 1 began construction on October 9, 2019 that was substantially completed on October 26, 2020 and widened the lanes to alleviate existing traffic congestion; and,

WHEREAS, on December 7, 2021, the COUNTY and the ENGINEER entered into Supplemental No. 2 to the Contract which increased funding by \$415,000, allowed for greater time and resources to implement Phase 2 which includes widening the existing bridge that spans over the Union Pacific Railroad (UPRR), thereby requiring permits from the UPRR. Supplemental No. 2 also included design and construction services for replacing airport guide signs to reflect the new name of Harry Reid International Airport; and,

WHEREAS, the COUNTY desires to pursue additional design and related services associated with the design and construction of the Phase 2 improvements. Additional services consist of providing design revisions associated with coordination of adjacent projects and performing construction support to attend construction meetings and review shop drawings and/or submittals; and,

WHEREAS, this Supplemental No. 3 increases funding by \$250,000.00 for special services bringing the total contract amount to \$3,964,000.

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

ARTICLE I: DEFINITIONS

Delete the fourth paragraph of this ARTICLE I that defines “Direct Salary” in its entirety and substitute the following:

“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 maximum direct salary rates of pay to be used by the ENGINEER under this Contract are those specified in Exhibit “A” of the November 21, 2017 Contract for work performed prior to approval of this Supplement No. 3. The maximum direct salary rates of pay to be used by ENGINEER beginning on the date this Supplement No. 3 is approved by Board of County Commissioners shall be in accordance with Exhibit “A” attached to this Supplement No. 3.

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 Services for Phase One fees, Basic Services for Phase Two 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 One Million Sixty Three Thousand Three Hundred Seventy and 38/100 dollars (\$1,063,370.38) for the Basic Services for Phase One fees, and One Million Eight Hundred Eighty Thousand Six Hundred Twenty-Nine and 62/100 dollars (\$1,880,629.62) for the Basic Services for Phase Two fees, and One Million Twenty Thousand and 00/100 Dollars (\$1,020,000.00) 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.

Revise the last paragraph in 5.02 to read as follows:

5.02 Basic Services for Phase One, Basic Services for Phase Two, and Special Services Fees

In no event may the fees exceed the following Basic Services for Phase One, Basic Services for Phase Two, and the Special Services fees shown below in purposes or amounts:

<u>TASK</u>	<u>MAXIMUM AMOUNTS</u>
Basic Services for Phase One 2.02	\$1,063,370.38
Basic Services for Phase Two 2.02.1	\$1,880,629.62
Special Services 2.03	\$1,020,000.00
Grand Total Basic and Special Services	\$3,964,000.00

The remainder of the professional services Contract dated November 21, 2017, Supplemental No. 1 dated September 3, 2019, and Supplemental No. 2 dated December 7, 2021 remains unchanged.

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

CLARK COUNTY, NEVADA

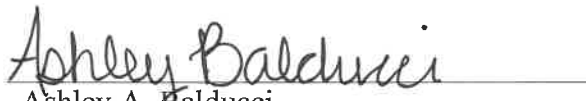
GCW, INC.

Jessica Colvin
Chief Financial Officer



Tim McCoy
President

APPROVED AS TO FORM:



Ashley A. Balducci
Deputy District Attorney

EXHIBIT "A"

**MAXIMUM DIRECT SALARY
OF THE ENGINEER'S EMPLOYEES STANDARD RATES**

CLASSIFICATION	DIRECT SALARY (Not to Exceed) <u>(Standard Rates)</u>
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>\$50.00</u>
Engineering/Land Surveying Intern	<u>\$46.00</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)						
<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
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed:					159	
Corporate/Business Entity Name: GCW, Inc.						
<i>(Include d.b.a., if applicable)</i>						
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: <i>(If different from above)</i>				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 <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
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	August 3, 2023
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

Davis Coderburg
Print Name
Authorized Department Representative