

**SUPPLEMENTAL NO. 2 TO THE
PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR
CC 215 SOUTH BRUCE WOODBURY BELTWAY – DECATUR BOULEVARD TO I-15**

THIS SUPPLEMENTAL CONTRACT, made and entered into this 7th day of December, 2021, 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.

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 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 Number 1 to the Contract which allowed for improving 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, which began construction on October 9, 2019 and was substantially completed on October 26, 2020, provided widening of lanes to alleviate existing traffic congestion.

WHEREAS, Phase 2 further expands capacity to accommodate growth of the community and higher traffic demands, but requires greater time and resources to implement than Phase 1. Phase 2 includes widening the existing bridge that spans over the Union Pacific Railroad (UPRR), thereby requiring permits from the UPRR. Phase 2 also includes adding ramps and coordinating with future improvements by the Nevada Department of Transportation (NDOT). The time and resources needed to provide the expanded capacity for Phase 2 are substantially greater than those needed to implement Phase 1.

WHEREAS, the UPRR recently updated requirements for bridge structures that span over the UPRR. Therefore, the UPRR required that the new, expanded portion of the bridge be a steel girder bridge, instead of perpetuating the bridge widening as a cast-in-place concrete bridge, which is the existing type of bridge that spans over the UPRR. The unanticipated change in bridge type was determined after the 90 percent plans were already completed. Therefore, this supplemental provides the funds needed to redesign the bridge. Additionally, the completion date of the contract is extended from January 30, 2024 to January 30, 2025, to account for the additional time needed to coordinate with the UPRR.

WHEREAS, McCarran International Airport is to be renamed to the Harry Reid International Airport. Therefore, the design and construction of airport guide signs reflecting the new name of Harry Reid International Airport is added to the Phase 2 portion of this project.

WHEREAS, this supplemental increases funding by \$120,000.00 for basic services to design the airport guide signs, and \$295,000.00 for special services to redesign the bridge over the UPRR to accommodate the UPRR requirements. Therefore, the total funding increase is \$415,000.00 giving a total contract amount of \$3,714,000.00.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties mutually agree to supplement the Professional Engineering Services Contract dated November 21, 2017, and Supplemental No. 1 dated September 3, 2019 as follows:

ARTICLE I: DEFINITIONS

Add the following paragraph to definition of “Project”

The Phase Two portion of this project shall also include the replacement of guide signs associated with the renaming of the McCarran International Airport to the Harry Reid International Airport. The sign replacement will be a separate bid package.

ARTICLE II: SCOPE OF SERVICES

Add the following to Section 2.02.1 Basic Engineering Services for Phase Two:

QQ. Airport Name Sign Replacements.

Engineer shall prepare signing plans to replace the existing guide signs to change the name of McCarran Airport to Harry Reid Airport. The plans shall include removing and replacing existing guide sign panels with the new airport name at a total of 28 existing locations. The work will consist of the following tasks:

1. Prepare plans, special provisions and construction estimate at 90% and Final design stages. The plans will consist of construction plan, sign panel detail and overhead sign structure layout.
2. Evaluate overhead sign structures at 18 existing locations to determine if existing structure can accommodate proposed signing layout.
3. Prepare structural design for up to four (4) overhead sign structures that are anticipated to require replacement based on the structural analysis in QQ item 2 above.
4. Prepare NDOT Encroachment Permit Applications for the 13 locations that are within NDOT jurisdiction.
5. Provide Bidding Assistance. Participate in the pre-bid conference, answer contractors' questions, prepare addenda, attend the bid opening, tabulate the bids, analyze the bids for mistakes and anomalies, and provide a contractor recommendation. Assist COUNTY by attending Project pre-bid meetings, preparing addendums, tabulation, and analysis of bids received for Project, and present written recommendations with respect to such bids to the Director.
6. Prepare “Issued for Construction” plans and special provisions. Engineer shall submit an electronic copy with all drawings files in AutoCAD’s “.dwg” format or “.dxf”

format, incorporating all revisions, clarifications and addenda identified during bidding.

7. 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:
 - a. Respond to contractor-initiated requests for additional information.
 - b. Attend construction meetings and field meetings, as requested by the COUNTY.
 - c. Review and make recommendations on shop drawings submittals made during construction of the Project.
 - d. 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.
 - e. 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.
 - f. 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.
8. Provide Record Drawings following completion of the Airport Name Sign Replacements Project.

Record Drawings shall be provided within sixty (60) days of receipt of hard copy as-built mark-ups Phase One and Phase Two. 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 one 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. Furnish to the Director an electronic copy containing the imaged as-built “Record Drawings” for the Project, imaged preliminary or final design reports, if applicable, and other imaged documents as requested by the Director. The format for imaged files shall be Class IV, single image, 200 dpi “tagged image file format (tiff)” or other format acceptable to the Director. An index of all files shall also be provided.

2.03 Special Services

Add the following:

- L.** Incorporate UPRR comments received for Phase 2, and revise the 90% bridge design for the westbound Decatur Boulevard Off-ramp over the UPRR tracks. The design revisions include the following as requested by UPRR following the 90% Submittal:
1. Change the bridge type from cast-in-place concrete to steel girder.
 2. Increase the middle bridge span from 88 feet to 120 feet to allow for a future track to be placed on each side of the current track.
 3. Increase the total bridge length to move the proposed abutments outside of UPRR right-of-way.

ARTICLE IV: TIME OF PERFORMANCE

4.01 Time of Performance

Add the following to this Section:

<u>TASK</u>	<u>DESCRIPTION</u>	<u>COMPLETION TIME</u>
2.02.1 QQ	Ninety Percent (90%) Plans and Special Provisions	Within 120 calendar days following the receipt of Notice to Proceed with Supplemental No. 2
2.02.1 QQ	Final Plans and Special Provisions	Within 60 calendar days following the receipt of comments from the Director on the 90% Plan Submission.
2.02.1 QQ	Bidding Assistance Phase	Beginning when Project is advertised and lasting until Project is awarded to best bidder.
2.03 L	Special Services	Within time period as specified by the Director.

Revise the last paragraph of this section to read as follows:

The ENGINEER shall complete all Basic Services for Phase One, Basic Services for Phase Two and authorized Special Services within completion times as set forth above. For Basic and Special Services that do not have a specified completion time per the table, above, the completion date shall be by the end of January 30, 2025 unless the COUNTY amends such date.

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, 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 Seven Hundred Seventy Thousand and 00/100 Dollars (\$770,000.00) 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	\$770,000.00
Grand Total Basic and Special Services	\$3,714,000.00

Revise 9.15 to read as follows:

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.

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

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

CLARK COUNTY, NEVADA

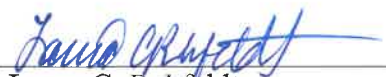
GCW, INC.

Randall J. Tarr
Deputy County Manager



Tim McCoy
President

APPROVED AS TO FORM:



Laura C. Rehfeldt
Deputy District Attorney

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:				134		
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:				Website:		
(If different from above)						
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

- 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.



Signature

Tim McCoy
Print Name

President

Title

November 10, 2021

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

Denis Cetrulo
Print Name
Authorized Department Representative