

**SUPPLEMENTAL NUMBER 3 TO  
PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR  
ROADWAY IMPROVEMENTS AND REHABILITATION ON VARIOUS ROADWAYS**

**THIS Supplemental Contract**, made and entered into this 15<sup>th</sup> day of June, 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".

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 South Rainbow Boulevard Las Vegas, Nevada 89146 (702) 804-2000

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

**WHEREAS**, on July 19, 2016, the COUNTY and the ENGINEER entered into a contract (hereinafter Contract) for professional engineering services for roadway improvements for one or more roadways identified within the latest Capital Improvement Program adopted by the Clark County Board of Commissioners and the rehabilitation of existing public roadways within the County; and,

**WHEREAS**, on January 2, 2018, Supplemental Number 1 to the Contract was approved by the COUNTY to extend the project schedule, and,

**WHEREAS**, on July 16, 2019, Supplemental Number 2 to the Contract was approved by the COUNTY to pursue additional design services associated with roadway improvements on Las Vegas Boulevard from I-215 South westbound ramps to Spring Mountain Road ("LVBS Project"), and,

**WHEREAS**, the COUNTY desires to pursue additional design and related services associated with roadway improvements on various Workorders as defined in Article I.

**WHEREAS**, this Supplemental No. 3 increases funding by \$295,000.00 bringing the total contract amount to \$3,845,000.00.

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

## **ARTICLE I: DEFINITIONS**

**Delete all previous definitions of “Project” in their entirety and substitute the following:**

“Project” means the work identified within each Work Order for roadway improvements for one or more of those roadways identified within the latest Capital Improvement Program adopted by the Clark County Board of Commissioners and the rehabilitation of existing public roadways within Clark County as directed by the Director. Such improvements may include paving, milling, overlays, slurry seal, pulverize and pave, construction/reconstruction of curb and gutter, construction/reconstruction of sidewalk, driveway reconstruction, American’s with Disabilities Act (ADA) ramp upgrades, addition of median islands, utility modifications and relocations, installation/replacement of traffic control devices, traffic signal upgrades, loop detector replacement, installation of ITS, pavement markings, improvements at intersecting streets, streetlights, horizontal and vertical transitions, and other necessary appurtenances required to make a good, complete, and serviceable project.

“LVBS Project” means roadway improvements on Las Vegas Boulevard from I-215 South westbound ramps to Spring Mountain Road. Such improvements are to include, at a minimum, pavement rehabilitation, pavement widening to provide a fourth through lane from Convention Center Drive to Elvis Presley Drive, pedestrian protection device installation, curb & gutter reconstruction, sidewalk reconstruction/widening, ADA ramp upgrades, median reconstruction, driveway reconstruction, storm drain facilities, electrical modifications for median and street lighting systems, landscaping/irrigation modifications, property access, provider access, traffic signal modifications, utility adjustments, pavement markings, signing, power and communications system installation and connection to new smart poles, ticket vending machines (TVMs), traffic signal upgrades, and other necessary appurtenances required to make a good, complete, and serviceable project. Improvements will be broken into six (6) bid packages. Improvements will be coordinated with new water line concurrently being designed by Las Vegas Valley Water District.

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

### **5.01 Maximum Amount Payable**

**Delete the first paragraph of this Section in its entirety and substitute the following:**

The maximum amount payable by the COUNTY to the ENGINEER shall be a sum of money equal to the Basic Service fees of Three Million Eight Hundred and Forty-Five Thousand and 00/100 Dollars (\$3,845,000.00), unless such sum is increased by the Clark County Board of Commissioners, but only to the extent such total sum is increased.

## 5.02 Basic Services

**Delete the last paragraph in this Section and substitute the following:**

<u>TASK</u>	<u>MAXIMUM AMOUNTS</u>
Basic Services.....	\$3,845,000.00

## ARTICLE VIII: INSURANCE

### 8.02 Insurance Coverages

**Delete Section 8.02 in its entirety and substitute the following:**

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 Twenty Five Thousand and 00/100 Dollars (\$25,000.00) 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 losses arising out of the services provided by the ENGINEER, the ENGINEER’s agents, representatives or employees pursuant to the ENGINEER’s contract with 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.

## **ARTICLE IX: MISCELLANEOUS PROVISIONS**

**Delete Section 9.01 in its entirety and substitute the following:**

### **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.


The remainder of this Professional Engineering Services Contract dated July 19, 2016 and supplemented January 2, 2018 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  
Assistant County Manager

  
\_\_\_\_\_  
Tim McCoy  
President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Laura C. Rehfeldt  
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>				117		
<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> tmcocoy@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.



Signature

Tim McCoy

Print Name

President

May 19, 2021

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
Johnnie Pate	Pamela Pate, PE LEEP AP	Spouse	Plant Design
	Principal Civil Engineer		

\* 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 Corderburg  
Print Name  
Authorized Department Representative