

**SUPPLEMENTAL NO. 3 TO THE
PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR
HOLLYWOOD BOULEVARD FROM LAKE MEAD BOULEVARD TO
CHEYENNE AVENUE**

THIS Supplemental No. 3 Contract, made and entered into this 19th day of November, 2024, between Clark County, Nevada, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY", and KIMLEY-HORN AND ASSOCIATES, 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".

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 89155 (702) 455-6020	Shannon Ahartz, P.E., Vice President Kimley-Horn And Associates, Inc. 6671 Las Vegas Boulevard, South, Suite 320 Las Vegas, Nevada 89119 (702) 862-3634

WITNESSETH

WHEREAS, on June 2, 2020, the COUNTY and the ENGINEER entered into the Professional Engineering Services Contract to design roadway improvements on Hollywood Boulevard from Lake Mead Boulevard to Cheyenne Avenue; and

WHEREAS, on February 1, 2022, the COUNTY and the ENGINEER entered into Supplemental No. 1 Contract to provide alternatives for the roadway cross sections in various portions of the Project, and to provide additional storm drain facilities within Hollywood Boulevard to tie into the existing storm drain facility within Carey Avenue; and

WHEREAS, on September 20, 2022, the COUNTY and the ENGINEER entered into Supplemental No. 2 Contract to revise the roadway configuration between Merced Lake Drive and Cheyenne Avenue based upon direction from the COUNTY, and update contract documents accordingly; and

WHEREAS, the COUNTY desires additional professional engineering services for Subsurface Utility Engineering (SUE), and additional coordination with applicable utility company and government agencies to construct a storm drain system that avoids relocation and is located above or in between existing utilities; and

WHEREAS, this Supplemental No. 3 to the Professional Engineering Services Contract increases funding by \$216,515.00 bringing the total contract amount to \$798,965.00.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, it is agreed to supplement the Professional Engineering Services Contract dated June 2, 2020, Supplement No. 1 Contract dated February 1, 2022, and Supplemental No. 2 Contract dated September 20, 2022 as follows:

ARTICLE II: SCOPE OF SERVICES

2.02 Basic Services

Add the following to the end of this Section:

- Y. **Additional Utility Test Holes - Fallona Avenue to Carey Avenue:** ENGINEER shall provide additional SUE services including obtaining 36 additional utility test holes along Hollywood Avenue and Cary Avenue to verify utility depths at locations where the storm drain lateral pipes cross existing utilities and may cause a potential conflict. The ENGINEER shall obtain two (2) additional sewer manhole dips and one (1) additional storm drain manhole dip to verify existing invert elevations. The ENGINEER shall log, review, and enter additional utility test hole data into drawings, design files, and Utility Conflict Schedule. The Engineer shall check for conflicts and standard clearance requirements with existing utilities.
- Z. **Shallow Storm Drain:** The ENGINEER shall review and recommend a storm drain system design that minimizes the depth of trenching and utility conflicts. Once the COUNTY, utility companies, and other government agencies accept the recommendation, the ENGINEER shall incorporate the shallower storm drain system design into the plans and specifications. The ENGINEER will perform hydraulic calculations for the storm drain system.
- AA. **Additional Utility Coordination:** The ENGINEER shall provide services outlined in section 2.02 D and 2.02 E for the recommended shallow storm drain system.

ARTICLE IV: TIME OF PERFORMANCE

4.01 Time of Performance

Delete the paragraph at the end of this Section and replace with the following:

The ENGINEER shall complete all Basic Services and authorized Special Services within completion times as set forth above and by January 31, 2027, unless the Board of County Commissioners amends such date in writing.

ARTICLE V: PAYMENT FOR SERVICES

5.01 Maximum Amount Payable

Delete the first paragraph in this Section and replace with the following:

The maximum amount payable by the COUNTY to the ENGINEER shall be a sum of money equal to the Basic Service fees plus the Special Service fees if, as, and when approved by the Director. It is understood, however, that under no circumstances may the total amount payable to the ENGINEER under this Contract or in connection with the subject matter of this Contract, exceed the sum of Five Hundred Thirty Nine Thousand Two Hundred Fifty Five and 00/100 Dollars (\$539,255.00) for Basic Service fees, Two Hundred Fifty Nine Thousand Seven Hundred Ten and 00/100 Dollars (\$259,710.00) for Special Services fees unless such sums are increased by the Clark County Board of Commissioners, but only to the extent such total sum is increased.

Basic Services and Special Services Fees

Delete the paragraph at the end of this Section and replace with the following:

In no event may the fees exceed the following Basic Services and Special Services fees shown below in purposes or amounts:

<u>TASK</u>	<u>MAXIMUM AMOUNTS</u>
2.02 Basic Services	
Task A through X.....	\$428,995.00
Task Y through AA.....	\$110,260.00
2.03 Special Services	
Task A through I.....	\$61,675.00
Special Services 2.03 Supplemental 1	\$40,780.00
Special Services 2.03 Supplemental 2	\$51,000.00
Special Services 2.03 Supplemental 3	\$106,255.00
Basic Services Subtotal.....	\$539,255.00
Special Services Subtotal.....	\$259,710.00
Total all Tasks.....	\$798,965.00

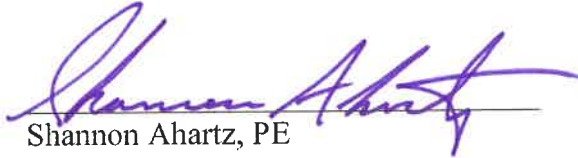
The remainder of the Professional Engineering Services Contract dated October 2, 2019, Supplement No. 1 Contract dated May 17, 2022, and Supplemental No. 2 Contract dated September 20, 2022, remains unchanged.

IN WITNESS WHEREOF, the Parties have executed this Supplemental No. 3 Contract as of this date herein above set forth.

CLARK COUNTY, NEVADA

KIMLEY-HORN AND ASSOCIATES, INC.

Jessica Colvin
Chief Financial Officer



Shannon Ahartz, PE
Vice President

APPROVED AS TO FORM:



Jason B. Patchett
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:						
Corporate/Business Entity Name: Kimley-Horn and Associates, Inc.						
(Include d.b.a., if applicable)						
Street Address:		421 Fayetteville Street, Suite 600		Website: www.kimley-horn.com		
City, State and Zip Code:		Raleigh, NC 27601		POC Name: Shannon Ahartz, P.E. Email: shannon.ahartz@kimley-horn.com		
Telephone No:		919.677.2000		Fax No: 602.944.7423		
Nevada Local Street Address: (If different from above)		6671 Las Vegas Boulevard South Suite 320		Website: www.kimley-horn.com		
City, State and Zip Code:		Las Vegas, NV 89119		Local Fax No: 602.944.7423		
Local Telephone No:		702.862.3600		Local POC Name: Shannon Ahartz, P.E. Email: shannon.ahartz@kimley-horn.com		

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.
Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc., which is wholly owned by APHC, Inc., which is owned by over 800 Kimley-Horn employees, none of which own 2% or more of the outstanding shares.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
N/A	_____	_____
N/A	_____	_____
N/A	_____	_____
N/A	_____	_____

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
 Vice President

 Title

Shannon Ahartz, P.E.

 Print Name
 10/28/2024

 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
N/A	N/A	N/A	N/A

* 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

Print Name
Authorized Department Representative