# SUPPLEMENTAL NO. 6 TO THE PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR SUMMERLIN PARKWAY – CLARK COUNTY 215 BELTWAY INTERCHANGE

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	Ben Sprague, PE, Nevada Transportation					
Clark County Department of Public Works	Operations Manager					
500 South Grand Central Parkway, Suite 2066	Horrocks LLC					
Las Vegas, Nevada 89155	1401 N. Green Valley Parkway, Suite 160					
(702) 455-6020	Henderson, Nevada 89074					
	(702) 966-4063					

### WITNESSETH

**WHEREAS**, on January 7, 2019, the COUNTY and the ENGINEER entered into an engineering services contract to design the Summerlin Parkway – Clark County 215 Beltway Interchange project; and,

WHEREAS, on June 2, 2020, the COUNTY and the ENGINEER entered into Supplemental No. 1 to the Professional Engineering Services Contract for additional engineering services; and,

WHEREAS, on April 6, 2021, the COUNTY and the ENGINEER entered into Supplemental No. 2 to the Professional Engineering Services Contract for additional engineering services; and,

WHEREAS, on October 4, 2022, the COUNTY and the ENGINEER entered into Supplemental No. 3 to the Professional Engineering Services Contract for additional engineering services for geometric changes including additional lanes in various locations, preliminary design for the future five lanes for the Clark County 215 beltway "CC215", feasibility & alternative analysis for various improvements, Intelligent Transportation System "ITS" improvements, Nevada Department of Transportation "NDOT" encroachment permit and additional project

coordination design changes associated with NDOT's maintenance project, pavement maintenance and overlay of CC-215 and Summerlin Pkwy, additional design and coordination with Howard Hughes Corporation, additional widening of CC215 Beltway, incorporation of design by others; and,

WHEREAS, on August 1, 2023, the COUNTY and the ENGINEER entered into Supplemental No. 4 to the Professional Engineering Services Contract for additional engineering services for updated earthwork modeling and details for revised configuration, additional coordination/modifications with Howard Hughes Crop., additional final design modifications, revised pedestrian bridge substructure, revised storm drain for updated configuration, lighting/signing/striping modifications for new configuration, incorporate ITS elements requested by RTC, revised cost estimates and special provisions, prepare maintenance of traffic phasing plan, additional wall modifications, additional labor for extended schedule, bidding assistance for additional work; and,

**WHEREAS**, on November 19, 2024, the COUNTY and the ENGINEER entered into Supplemental No. 5 to the Professional Engineering Services Contract for additional engineering services for design, post design, and record drawings; and,

WHEREAS, the COUNTY has previously authorized Special Services for the preparation and analysis of future traffic volumes, additional geotechnical exploration and testing for the retaining walls, additional design to widen the Summerlin parkway bridge over the Clark County 215 Beltway Interchange and Southwest Gas potholes, additional bicycle and pedestrian trail and bridges; and,

WHEREAS, the COUNTY desires additional professional engineering services for modification to landscaping and aesthetic elements and post design service; and,

**WHEREAS**, this Supplemental No. 6 to the Professional Engineering Services Contract increases funding by \$250,000.00 bringing the total contract amount to \$8,593,119.00.

**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 January 7, 2019, Supplement No. 1 to the Contract dated June 2, 2020, Supplement No. 2 to the Contract dated April 6, 2021, Supplement No. 3 to the Contract dated October 4, 2022, Supplement No. 4 to the Contract dated August 1, 2023, and Supplement No. 5 to the Contract dated November 19, 2024 as follows:

# 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 requested 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 Contact, exceed the sum of Six Million Five Hundred Forty-Three Thousand One Hundred Nineteen and 00/100 Dollars (\$6,543,119.00) for Basic Service fees, Two Million Fifty Thousand and 00/100 Dollars (\$2,050,000.00) 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.

#### 5.02 **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 Basic Services and the Special Services fees exceed the following purposes or amounts:

<u>TASK</u>	MAXIMUM AMOUNTS
2.02 Basic Services	
Original Contract - Task A to Z	\$3,943,119.00
Supplement 3 - Task AA to GG	\$1,000,000.00
Supplement 4 - Task HH to SS	
2.03 Special Services	
Original Contract – Task A to K	\$300,000.00
Supplement 1 – task A to L	\$450,000.00
Supplement 2 – task A to M	
Supplement 5 – task A to M	
Supplement 6 – task A to M	
Basic Engineering Services Subtotal	\$6,543,119.00
Special Services Subtotal	
Total all Tasks	\$8,593,119.00

The remainder of the professional engineering services Contract dated January 7, 2019, Supplement No. 1 dated June 2, 2020, Supplement No. 2 dated April 6, 2021, Supplement No. 3 dated October 4, 2022, Supplement No. 4 dated August 1, 2023, and Supplement No. 5 dated November 19, 2024, remains unchanged.

**IN WITNESS WHEREOF,** the parties have executed this Supplemental No. 6 Contract as of this date herein above set forth.

CLARK COUNTY, NEVADA

HORROCKS LLC

Jessica Colvin

Chief Financial Officer

Ben Sprague, PE

VP of Operations, Nevada Transportation

APPROVED AS TO FORM:

Jason B. Patchett

Deputy District Attorney

# DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)													
Sole Proprietors		Partnership		Limited Liability		Corporation	Tru	st	Non-Profit Organization		Other		
Business I	Designati	on Group (Please	sele	ct all that apply)	<u>_</u>								
МВЕ		□WBE	□SBE			□PBE			VET		VET	□ESB	
Minority Bu Enterprise	siness	Women-Owned Business Enterprise			Physically Challenged Business Enterprise				Veteran Owned Business	Disabled Veteran Owned Business		Emerging Small Business	
Number	of Cla	rk County Ne	vad	a Residents	Eı	mployed:							
									73				
Corporate	/Business	Entity Name:	Hor	rocks LLC									
(Include d.													
Street Add			2162	West Grove Park	Parkway Website: www.horro					com			
City, State and Zip Code:			Pleasant Grove, UT 84062-6728					POC Name: Ben Sprague, ben.sprague@horrocks.com					
Telephone	No:		(801	1) 763-5100				Fax	к No: (801) 763-5101				
200	Nevada Local Street Address: 1401 N. Green Va			1 N. Green Valle				We	Website: www.horrocks.com				
(If differen			Hend	derson, Nevada 8	907	74		Loc	cal Fax No:				
City, State and Zip Code: Renderson, Nevac.  Local Telephone No: (702) 966-4063			2) 966-4063	L			Loc	Local POC Name: Ben Sprague, ben.sprague@horrocks.com Email:					
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  (Not required for Publicly Traded Corporations/Non-profit organizations)													
Bryan Foote	•			Р	President Horrocks			C	0%				
Brian Akinso				s	Secretary Horrocks			0%					
		on Holdings, LL	С		lan	aging Membe	er		1	100%			
		itional names)											
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 (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.													
Ben Signature	Ben Sprague  Professional to the foliage and Column												
VP of Opera	ations, Ne	vada Transportatio	on			9/10/2025							
Title	Title Date												

# **DISCLOSURE OF RELATIONSHIP**

List any disclosures below: (Mark N/A, if not applicable.)

	T		T
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			
Water Reclamation District.  "Consanguinity" is a relations  "To the second degree of confollows:  • Spouse – Registered	Clark County, Department of ship by blood. "Affinity" is a relationsanguinity" applies to the of Domestic Partners – Children alf-Brothers/Half-Sisters – Gran	ationship by marriage. candidate's first and second o – Parents – In-laws (first degr	degree of blood relatives as ee)
For County Use Only:			
_	oted above, please complete the follow loyee(s) noted above involved in the c		articular aganda itam?
	oloyee(s) noted above involved in any		
Notes/Comments:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	
Signature			
Print Name Authorized Department Representati	ive		