

**SUPPLEMENTAL NO. 7 TO THE PROFESSIONAL ENGINEERING
SERVICES CONTRACT FOR RUSSELL ROAD FROM THE CLARK COUNTY
215 BRUCE WOODBURY BELTWAY TO RAINBOW BOULEVARD**

THIS SUPPLEMENTAL CONTRACT, made and entered into this 4th day of January, 2022, between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter referred to as “COUNTY,” and HDR Engineering, 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 | Craig Smart, Associate Vice President HDR Engineering, Inc. 6750 Via Austi Parkway, Suite 350 Las Vegas, Nevada 89119 (702) 938-6000 |

W I T N E S S E T H

WHEREAS, on March 18, 2003, the COUNTY and the ENGINEER entered into a Contract for engineering services for the construction of the Russell Road from the Las Vegas Beltway (Clark County 215 Bruce Woodbury Beltway) to Rainbow Boulevard project; and,

WHEREAS, the COUNTY and the ENGINEER entered into Supplemental Engineering Services Contract No. 1 dated April 20, 2004, Supplemental Engineering Services Contract No. 2 dated December 6, 2005, Supplemental Engineering Services Contract No. 3 dated April 17, 2007, Supplemental Engineering Services Contract No. 4 dated July 1, 2014, Supplemental Engineering Services Contract No. 5 dated June 21, 2016, for additional design, survey, and construction services, and Supplemental Engineering Services Contract No. 6 dated April 16, 2019, for additional design and construction services, and

WHEREAS, the COUNTY desires to extend the Contract with the ENGINEER to obtain continued professional engineering services for post design services; and

WHEREAS, the ENGINEER desires the time extension to continue to perform the professional engineering services requested by the COUNTY.

NOW, THEREFORE, in consideration of the premises and terms contained herein, the parties mutually agree to supplement the professional engineering services contract dated March 18, 2003, and associated Supplemental Nos. 1 through 6, as follows:

ARTICLE IV: TIME OF PERFORMANCE

4.01 Time of Performance, last paragraph shall be changed to read as follows

Except as otherwise provided, the ENGINEER shall complete all Basic Services and authorized Special Services within completion times as set forth and by December 31, 2022, unless the COUNTY amends such date.

ARTICLE VII: TERM AND TERMINATION

7.01 In General, shall be changed to read as follows:

This Contract shall be in force and effect from and after the day on which the Director gives notice to the ENGINEER to begin work under this Contract under Section 2.02 above. This Contract shall terminate on December 31, 2022. This section shall not be construed to relieve either party of its obligations to perform under this Contract while the Contract is in effect. Termination of this Contract shall not release either party from any of its continuing obligations hereunder. This section shall not be construed to change any disputes arising out of this Contract or in connection with the subject matter hereof, nor shall this section be construed to change the date or the time on which a cause of action arising out of this Contract, or the subject matter hereof, would otherwise accrue under the statutes of limitations or doctrines of law.

ARTICLE IX: MISCELLANEOUS PROVISIONS

9.01 Indemnification, is changed to read as follows:

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 the original contract dated March 18, 2003 and all supplementals.

The remainder of the professional engineering services Contract dated March 18, 2003, and associated Supplemental Contract Nos. 1 through 6, remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Supplemental Engineering Services No. 7 Contract as of the date herein above set forth.


CLARK COUNTY, NEVADA

HDR ENGINEERING, INC.

RANDALL J. TARR
Deputy County Manager


CRAIG SMART
Associate Vice 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: | | | | 41 | | |
| Corporate/Business Entity Name: | | HDR Engineering, Inc. | | | | |
| (Include d.b.a., if applicable) | | | | | | |
| Street Address: | | 1917 67th St. | | Website: www.hdrinc.com | | |
| City, State and Zip Code: | | Omaha, NE 68106 | | POC Name: Jennifer Hoffman | | |
| | | | | Email: Jennifer.Hoffman@hdrinc.com | | |
| Telephone No: | | 402-399-1000 | | Fax No: 402-548-5015 | | |
| Nevada Local Street Address: | | 6750 Via Austi Parkway, Suite 350 | | Website: www.hdrinc.com | | |
| (If different from above) | | | | | | |
| City, State and Zip Code: | | Las Vegas, NV 89119 | | Local Fax No: 702-938-6060 | | |
| Local Telephone No: | | 702-938-6000 | | Local POC Name: Shari Jackson | | |
| | | | | Email: Shari.Jackson@hdrinc.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).

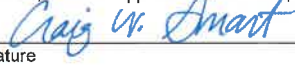
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

| Full Name | Title | % Owned (Not required for Publicly Traded Corporations/Non-profit organizations) |
|---|-------|--|
| No individual holds 5% or more ownership in the company | | |
| | | |
| | | |

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, and sales, leases or exchanges without the completed disclosure form.

| | |
|--|----------------------------------|
|  Signature | Craig W. Smart, PE Print Name |
| Managing Principal | December 20, 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 |
|----------------------------------|---|---|--|
| N/A | | | |
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* 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