

**SUPPLEMENTAL NO. 3 TO
PROFESSIONAL SURVEYING SERVICES CONTRACT
FOR CONSTRUCTION OF
LAS VEGAS BOULEVARD ROADWAY IMPROVEMENTS
I-215 SOUTH TO RUSSELL ROAD (PHASE B)**

THIS SUPPLEMENTAL CONTRACT, hereinafter referred to as "Contract", made and entered into this **21st day of November 2023**, between Clark County, Nevada, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY", and JS&S, INC. d/b/a JEMISON SURVEYING & SERVICES, a corporation authorized to do business under the laws of the State of Nevada, hereinafter referred to as "SURVEYOR".

The initial addresses of the parties, which one party may change by giving notice to the respective other party, are as follows:

COUNTY

Denis Cederburg, Director
Clark County Department of Public Works
500 S. Grand Central Parkway
Second Floor – Suite 2066
Las Vegas, Nevada 89155
Telephone: (702) 455-6020
Fax: (702) 455-6040

SURVEYOR

Raymond Jemison, President
J S & S, Inc. d/b/a
Jemison Surveying & Services
2690 Crimson Canyon Drive
Las Vegas, Nevada 89128
Telephone: (702) 360-4838
Fax: (702) 360-4839

W I T N E S S E T H

WHEREAS, on March 2, 2021, the COUNTY and the SURVEYOR entered into a Professional Surveying Contract for the construction of Las Vegas Boulevard Roadway Improvements, I-215 South to Russell Road (Phase B); and

WHEREAS, on December 6, 2022, the COUNTY and the SURVEYOR entered into Supplemental No. 1 to the Professional Surveying Services Contract for construction of Las Vegas Boulevard Roadway Improvements, I-215 South to Russell Road (Phase B) to extend the Time of Performance and increase the Special Service fees in the amount of **SIXTY-SIX THOUSAND AND 00/100 DOLLARS (\$66,000)**; and

WHEREAS, on June 20, 2023, the COUNTY and the SURVEYOR entered into Supplemental No. 2 to the Professional Surveying Services Contract for construction of

Las Vegas Boulevard Roadway Improvements, I-215 South to Russell Road (Phase B) to extend the Time of Performance; and

WHEREAS, the Project has been modified and the COUNTY and the SURVEYOR have determined that additional Time of Performance and an increase in Special Service fees in the amount of **TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00)** is necessary to complete the Project.

NOW, THEREFORE, for and in consideration of the premises and mutual covenant herein contained, it is agreed to supplement the original Professional Surveying Services Contract dated March 2, 2021, Supplemental No. 1 dated December 6, 2022, and Supplemental No. 2 dated June 20, 2023, as follows:

ARTICLE III

3.01 -- TIME OF PERFORMANCE, will be deleted in its entirety and changed to read as follows:

Subject to Section 3.02 hereof the SURVEYOR shall complete the following specific tasks, and all the work preceding such tasks on or before the dates set out below:

<u>Task</u>	<u>Time Period</u>
2.01 #1, #2 (a thru t), #3, #4, #5	Throughout the duration of the Construction contract following receipt of notice from the Director to begin work under Section 2.01 of this Contract.
2.01 #6	Within 30 days following notice to the Construction Contractor of substantial completion of the Project, or as specified by the Director.
2.02	As specified by the Director.

The SURVEYOR shall complete all Basic Services and authorized Special Services by **April 26, 2024**, or upon written receipt of notification from the Director that Basic Services and Special Services are complete, whichever occurs first.

**ARTICLE IV
PAYMENT FOR SERVICES**

4.01 -- MAXIMUM AMOUNT PAYABLE, will be deleted in its entirety and changed to read as follows:

The maximum amount payable by the COUNTY to the SURVEYOR shall be a sum equal to the Basic Service 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 SURVEYOR under this Contract or in connection with the subject matter of this Contract, exceed the sum of **FOUR HUNDRED NINE THOUSAND FOUR HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (\$409,475.00)** for Basic Service fees, and **ONE HUNDRED FIFTY-FIVE THOUSAND AND 00/100 DOLLARS (\$155,000.00)** for Special Service fees, unless such sum is increased by the Clark County Board of Commissioners, but only to the extent such total sum is increased.

4.02 -- METHOD OF PAYMENT, will be deleted in its entirety and changed to read as follows:

Payment for the Basic Services provided herein shall be made on the basis of the percent of total work complete as determined by the COUNTY at the time of invoice. Payment for authorized Special Services shall be made when the authorized work is one hundred percent (100%) complete as determined by the COUNTY at the time of invoice. Fees for authorized Special Services shall be based upon **TWO HUNDRED AND 00/100 DOLLARS (\$200.00)** per hour. Fees for the services shall be invoiced in the month which follows performances of such services and shall be paid by the COUNTY within thirty (30) days after receipt of an invoice submitted by the SURVEYOR and approved by the Director unless the Director notifies the SURVEYOR within such period of time that a payment or a portion thereof for the services rendered is in dispute. The COUNTY agrees that it will not unreasonably delay or withhold payment or approval of any invoice submitted by the SURVEYOR.

The Basic Services and Special Services fees shall not be paid to the SURVEYOR unless the Director approved the purpose and amount of such fees in writing.

In no event may the Basic Services and Special Services fees exceed the following amounts:

<u>TASK</u>	<u>MAXIMUM AMOUNT</u>
2.01, #1 through #6, BASIC SERVICES	\$ 409,475.00
2.02, #1, SPECIAL SERVICES	\$ 155,000.00
GRAND TOTAL BASIC AND SPECIAL SERVICES	\$ 564,475.00

ARTICLE V

5.01 -- IN GENERAL, will be deleted in its entirety and 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 SURVEYOR to begin work under this Contract under Section 2.01 above. This Contract shall remain in effect until **April 26, 2025**. 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 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.

The remainder of the original Professional Surveying Services Contract dated March 2, 2021, Supplemental No. 1 dated December 6, 2022, and Supplemental No. 2 dated June 20, 2023, remains unchanged.

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

COUNTY OF CLARK, NEVADA


**JS&S, INC. d/b/a
JEMISON SURVEYING & SERVICES**

Jessica Colvin
Chief Financial Officer



Raymond Jemison
Owner / President

APPROVED AS TO FORM:



Ashley A. Balducci
Deputy District Attorney

Bar No 16323 for

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 checked="" type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input checked="" 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: 37						
Corporate/Business Entity Name:		J.S. & S. Inc.				
(Include d.b.a., if applicable)		Jemison Surveying & Services				
Street Address:		2690 Crimson Canyon Drive		Website: www.jemisonsurveying.com		
City, State and Zip Code:		Las Vegas, Nevada, 89128		POC Name: Raymond Jemison, PLS, WRS		
				Email: jss@jemisonsurveying.com		
Telephone No:		(702) 360-4838		Fax No: (702) 360-4839		
Nevada Local Street Address: (If different from above)				Website:		
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)
Jaime Gonzalez	Vice President	51%
Raymond Jemison, PLS, WRS	President	49%

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	Raymond Jemison, PLS, WRS
	Print Name
Owner/ President	October 24, 2023
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			

* 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