

**PROFESSIONAL SERVICES CONTRACT
FOR STAFF AUGMENTATION FOR QUALITY ASSURANCE OR INDEPENDENT
ASSURANCE TESTING AND INSPECTION ON VARIOUS PUBLIC WORKS PROJECTS**

SUPPLEMENTAL NO. 2

THIS SUPPLEMENTAL NO. 2, made and entered into this 15th day of June 2021, between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY" and Ninyo & Moore Geotechnical and Environmental Sciences Consultants, a corporation duly authorized to do business under the laws of the State of Nevada, hereinafter referred to as "ENGINEER."

W I T N E S S E T H

WHEREAS, on 21st day of May, 2019, the COUNTY and the ENGINEER entered into a contract for professional services for Staff Augmentation for Quality Assurance Testing for various Public Works Projects, hereinafter referred to as "Project"; and,

WHEREAS, on July 21, 2020, the COUNTY and the ENGINEER entered into a Supplemental No. 1 to the Contract, and

WHEREAS, the amount of services required has been greater than anticipated due to no fault of the ENGINEER.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties mutually agree to supplement the professional services Contract dated the 21st day of May, 2019, as follows:

**ARTICLE III
PAYMENT FOR SERVICES**

3.01 MAXIMUM AMOUNT PAYABLE – shall be changed to read as follows:

Subject to the approval of funding for the specific Project(s) identified in the Work Order, the maximum amount payable for the Services in a Work Order is based the laboratory testing fees and hourly personnel rates as stated in the attached Fee Schedule.

In no case shall the total amount payable for all Work Orders, combined, issued pursuant to this Contract exceed the sum of Three-Hundred-Thousand and 00/100 (\$300,000.00), unless such sum is increased by the Board of County Commissioners but only to the extent such total sum is increased.

Except as otherwise provided herein, this Contract shall remain in effect until December 31, 2022. The remainder of the Contract dated 21st day of May, 2019 remains unchanged.

7.13—INDEMNIFICATION

Professional Liability

ENGINEER agrees to indemnify and hold harmless COUNTY and all its officers, agents, employees and independent contractors, and each of them, from and against any and all claims, causes of action, proceedings, liabilities, losses, costs, damages and/or expenses, including but not limited to, reasonable attorney's fees, in law or at equity of every kind whatsoever including, but not limited to, personal or bodily injury or death of any person or persons or damage to property of any kind to the extent caused by the negligence, errors, omissions, recklessness or intentional misconduct by Engineer or its employees, agents, subcontractors, consultants, successors or assigns arising out of or in connection with the performance of this Contract.

ENGINEER agrees to defend, indemnify and hold harmless COUNTY and all its officers, agents employees and independent contractors, and each of them, from and against any and all claims, causes of action, proceedings, liabilities, losses, costs, damages and/or expenses, including, but not limited to, reasonable attorney's fees, in law or in equity of every kind whatsoever including, but not limited to, personal or bodily injury or death of any person or persons or damage to property of any kind caused by the negligence, errors, omissions, recklessness or intentional misconduct of the ENGINEER or the employees, agents, subcontractors, consultants, successors or assigns of the ENGINEER which are not based upon or arising out of the performance of this Contract. ENGINEER'S obligation to indemnify, defend and hold harmless includes all allegations including, but not limited to, those which may be frivolous, fraudulent, groundless, false or without merit.

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.

7.16--COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement and each of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other

electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

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

CLARK COUNTY, NEVADA

NINYO & MOORE GEOTECHNICAL AND
ENVIRONMENTAL SCIENCES
CONSULTANTS

BY:

RANDALL J. TARR
Assistant County Manager

BY:

BRAD OLSEN, P.E.
Principal Engineer

APPROVED AS TO FORM

BY:

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 checked="" 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:		Ninyo & Moore Geotechnical and Environmental Sciences Consultants				
(Include d.b.a., if applicable)		Ninyo & Moore				
Street Address:		5710 Ruffin Road		Website: www.ninyoandmoore.com		
City, State and Zip Code:		San Diego, CA 92123		POC Name: Avram Ninyo Email: aninyo@ninyoandmoore.com		
Telephone No:		858/576-1000		Fax No: 858/576-9600		
Nevada Local Street Address: (If different from above)		6700 Paradise Road, Suite E		Website: www.ninyoandmoore.com		
City, State and Zip Code:		Las Vegas, NV 89119		Local Fax No: 702/433-0707		
Local Telephone No:		702/433-0330		Local POC Name: Robert Morrison Email: rmorrison@ninyoandmoore.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)
Avram Ninyo	President/Principal Engineer	99%

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 ☒ 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.)

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.


Signature

Robert Morrison
Print Name

Chief Engineer
Title

5/11/2021
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

* 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