

**SUPPLEMENTAL NO. 1 TO THE PROFESSIONAL ENGINEERING
SERVICES CONTRACT FOR PEACE WAY BRIDGE AT
CLARK COUNTY 215 BELTWAY**

THIS Supplemental No.1 Contract, made and entered into this 7th day of May, 2024, between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter referred to as “COUNTY”, and WSP USA 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	Syndi Dudley, Senior Vice President WSP USA Inc. 300 S. 4 th Street, Suite 1200 Las Vegas, Nevada 89101 (725) 724-4355

W I T N E S S E T H

WHEREAS, on January 18, 2022, the COUNTY and ENGINEER entered into a Professional Engineering Services Contract for the Peace Way Bridge at Clark County 215; and

WHEREAS, the COUNTY desires the ENGINEER to perform additional design engineering services for the Peace Way Bridge at Clark County 215 Beltway. This Supplemental No. 1 to the Professional Engineering Services Contract increases funding by \$525,000.00 bringing the total contract amount to \$1,594,999.51; and

WHEREAS, the ENGINEER desires to provide such additional engineering services in exchange for the fees herein specified; and

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 18, 2022, as follows:

ARTICLE II: DEFINITIONS

Revise the following definition:

“Direct Salary” is defined as the actual base rate of pay on an hourly basis of the ENGINEER’s employees whose time will be directly chargeable to this Contract. The maximum base pay to be

used by the ENGINEER under this Contract are those specified in Exhibit “A” of the January 18, 2022 Contract for services performed prior to the date of approval of this Supplemental No. 1.

For services performed after the date that this Supplemental No. 1 is approved by the Board of County Commissioners, the maximum base pay to be used by the ENGINEER shall be in accordance with Exhibit “A-1” attached hereto and made a part hereof by this reference.

ARTICLE II: SCOPE OF SERVICES

2.02 Basic Engineering Services

Add the following to this section:

AA: Western Beltway Trail: The COUNTY requested the ENGINEER to provide final plans for the realigned Western Beltway Trail to cross underneath the existing Fort Apache Road bridge and the proposed Peace Way bridge and then tie into the existing Western Beltway Trail at both north and south termini. The ENGINEER shall complete and furnish to the Director final plans, construction cost, and special provisions as plan revision to the Peace Way Bridge at Clark County 215 Beltway project. The following design elements are envisioned from north to south termini:

- Regrade the existing trail to allow for the proposed trail connection to cross over the existing USACE Red Rock Channel.
- Pedestrian slab bridge to span over the existing Red Rock channel. Pedestrian Bridge to be designed such that it does not impact the existing USACE Channel. Clark County Public Works and Clark County Regional Flood Control District have the rights to construct a slab bridge over the USACE Channel and no permits or approvals are needed from USACE. Modify the existing fence atop the USACE Channel.
- Realign the existing Maintenance Road to the east. Regrade the realigned maintenance road as necessary to tie into the pedestrian slab bridge.
- Realign the existing western beltway trail to the east of the existing USACE Channel on the beltway slopes west of the existing Clark County 215 beltway southbound lanes/barrier rail. Provide a retaining wall east of the realigned beltway trail. Realign trail from the Clark County Beltway slopes to Clark County 215 pavement.
- Continue realignment of the trail underneath the existing Fort Apache bridge on Clark County 215 Beltway pavement until the end of the existing soil nail wall. Provide a retaining wall east of the existing soil nail wall. Evaluate the application of lightweight fill to accommodate several design constraints for this retaining wall.
- Realign trail onto the Clark County 215 beltway slopes back from the Clark County 215 pavement and tie into the proposed trail underneath the proposed Peace Way Road Bridge. Provide a retaining wall east and west of the realigned beltway trail.

- Realign trail from the proposed trail underneath the proposed Peace Way Road Bridge on Clark County 215 beltway slopes to east of the existing USACE Channel. Provide a retaining wall east and west of the realigned beltway trail. Provide a switchback ramp north of the maintenance ramp entrance to tie it back into the existing trail.
- Restripe Clark County 215 southbound beltway (reduced width lanes and shoulders) to accommodate realigned pedestrian trail. Show existing signs within the revised beltway striping limits.
- Relocate the existing storm drain within Clark County 215 southbound pavement as needed to accommodate Western Beltway Trail construction.
- Prepare Removal plans, Typical Sections, Construction plans, Profiles, Drainage Plans, Signing/Striping Plans, Retaining Wall Plans, and Bridge Plans.
- Using subcontractor, obtain topographic survey, SUE services, and geotechnical design parameters to support the Western Beltway Trail design.

AB: Construction Support Services: Perform post-design services as requested by the COUNTY in writing after, the COUNTY awards the construction of this Project to a contractor. Items may include:

1. Respond to contractor-initiated requests for additional information.
2. Attend construction meetings and field meetings, as requested by the COUNTY.
3. Review and make recommendations on shop drawings submittals made during construction of the Project.
4. Cause a registered professional engineer, who has substantial responsibility with respect to the design and preparation of the plans and specifications for the Project, to make periodic visits to the construction site to observe the progress and general quality of the work. Such visits shall be made at a frequency as specified by the Director. After each visit, the ENGINEER shall make a written report to the Director with respect to the progress and general quality of the work and the relationship of the work to the construction contract documents. This task shall not be construed to include the services of a Resident Project Representative.
5. Present written recommendations with respect to items submitted by the Director to the ENGINEER for evaluation under a “substitution clause” of a construction contract, evaluate the items and revise the plans and specifications accordingly.

6. Provide written responses to requests from the Director for technical clarifications and information during construction of the Project when such clarifications and need for technical information are not the result of error or omission on the part of the ENGINEER.

ARTICLE IV: TIME OF PERFORMANCE

4.01 Time of Performance, the following shall be added to this Section:

<u>TASK</u>	<u>DESCRIPTION</u>	<u>COMPLETION TIME</u>
2.02 AA	Western Beltway Trail	Within the time frame as specified by the Director per below. <ul style="list-style-type: none">• Preliminary Layout – Two weeks after NTP• 90% Submittal – 60 days after receipt of County Comments• 100%/IFC Submittal – 20 days after receipt County Comments
2.02 AB	Construction Support Services	Within the time frame as specified by the Director

Revise the following paragraph:

The ENGINEER shall complete all other Basic Services and authorized Special Services by the end of June 30, 2026, unless the Board of County Commissioners amends such date in writing.

ARTICLE V: PAYMENT FOR SERVICES

5.01 Maximum Amount Payable

Replace the first paragraph of this Section with the following:

The maximum amount payable by the COUNTY to the ENGINEER shall be a sum of money equal to the Basic Services 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 ENGINEER under this Contract or in connection with the subject matter of this Contract, exceed the sum of One Million Three Hundred Eighty-Five Thousand Nine Hundred Ninety Nine Dollars and 51/100 Dollars (\$1,385,999.51) for the Basic Service fees, and Two Hundred Nine Thousand and 00/100 Dollars (\$209,000.00) 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.

Replace the last paragraph of this section with the following:

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

<u>TASK</u>	<u>MAXIMUM AMOUNTS</u>
Basic Services 2.02	\$904,999.51
Special Services 2.03	\$165,000.00
Basic Services 2.02 (Supplement No. 1)	\$481,000.00
Special Services 2.03 (Supplement No. 1).....	\$44,000.00
Grand Total Basic and Special Services	\$1,594,999.51

The remainder of the Professional Engineering Services Contract dated February 2, 2022, shall remain unchanged.

IN WITNESS WHEREOF, the Parties have executed this Supplemental No. 1 Contract as of the date herein above set forth.

CLARK COUNTY, NEVADA

WSP USA INC.

Jessica Colvin
Chief Financial Officer

Synda Dudley
Synda Dudley, PhD, PE
Senior Vice President

APPROVED AS TO FORM:

Ashley A. Balducci for
Ashley A. Balducci
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:				50		
Corporate/Business Entity Name: WSP USA INC.						
(Include d.b.a., if applicable)						
Street Address:			One Penn Plaza, 4th Flr, 250 W. 34th Street		Website: www.wsp.com	
City, State and Zip Code:			New York, NY 10119		POC Name: Syndi Dudley Email: Syndi.Dudley@wsp.com	
Telephone No:			909-994-5516		Fax No:	
Nevada Local Street Address: (If different from above)			300 S. 4th St. Suite 1200		Website: www.wsp.com	
City, State and Zip Code:			Las Vegas, NV 89101		Local Fax No: 725-724-4401	
Local Telephone No:			725-724-4400		Local POC Name: Syndi Dudley Email: Syndi.Dudley@wsp.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.

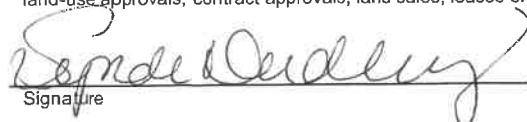
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Parsons Brinkerhoff Holdings Inc.		100%

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

Syndi Dudley, PhD, PE
Print Name

Sr. Director, Local Business Leader
Title

4/8/24
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