

**SUPPLEMENTAL NO. 4 TO THE
PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR
THE INBOUND ELEVATED EXPRESSWAY,
HOWARD HUGHES PARKWAY, KOVAL LANE, AND TOMPKINS AVENUE**

THIS SUPPLEMENTAL NO. 4 TO THE PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR THE INBOUND ELEVATED EXPRESSWAY, HOWARD HUGHES PARKWAY, KOVAL LANE, AND TOMPKINS AVENUE, hereinafter referred to as “Supplemental No. 4”, is made and entered into this 17th day of December, 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 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, P.E. WSP USA, Inc. 200 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 September 20, 2016, the COUNTY and the ENGINEER entered into the Professional Engineering Services Contract for roadway improvements for the Inbound Elevated Expressway, hereinafter referred to as “Contract”; and

WHEREAS, on December 17, 2019, the COUNTY and the ENGINEER entered into Supplemental No. 1 to the Contract for a contract time extension, hereinafter referred to as “Supplemental No. 1”; and

WHEREAS, on March 17, 2020, the COUNTY and the ENGINEER entered into Supplemental No. 2 to the Contract, which included additional design services for the design of Koval Lane between Sands Avenue and Tropicana Avenue, a new connection between Koval Lane and Paradise Road and University Center Drive along the Tompkins Avenue alignment, and an evaluation of an extension of Howard Hughes Parkway between Flamingo Road and Tropicana Avenue, hereinafter referred to as “Supplemental No. 2”; and

WHEREAS, on January 18, 2022, the COUNTY and the ENGINEER entered into Supplemental No. 3 to the Contract for a contract time extension, hereinafter referred to as “Supplemental No. 3”; and

WHEREAS, the COUNTY desires to revise the project scope of services and extend the Contract with the ENGINEER to continue to perform the professional engineering services requested by the COUNTY.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties mutually agree to supplement the Contract, Supplemental No. 1, Supplemental No. 2, and Supplemental No. 3 as follows:

ARTICLE II: SCOPE OF SERVICES

2.02.2 Basic Engineering Services for TOMPKINS

Delete tasks B, D, E, H, M, N, Q, R, S, and T from this section.

ARTICLE IV: TIME OF PERFORMANCE

4.01 Time of Performance

The last paragraph shall be changed to read as follows:

Except as otherwise set forth above, the ENGINEER shall complete all Basic Services and authorized Special Services by the end of December 31, 2026, unless the Board of County Commissioners amends such date in writing.

ARTICLE V: PAYMENT FOR SERVICES

5.01 Maximum Amount Payable

Revise this section to read as follows:

The maximum amount payable by the COUNTY to the ENGINEER shall be a sum of money equal to the 2.02 Basic Services fees, 2.02.1 KOVAL Basic Services fees, 2.02.2 TOMPKINS Basic Services fees, and 2.02.3 HOWARD HUGHES Basic Services fees (hereinafter collectively referred to as "Aggregate Basic Services") plus the 2.03 Special Services fees, 2.03.1 KOVAL Special Services fees, 2.03.2 TOMPKINS Special Services fees, and 2.03.3 HOWARD HUGHES Special Services fees (hereinafter collectively referred to as "Aggregate Special Services"), if, as, and when approved by the Director. 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 Three Million Three Hundred Eighty Four Thousand Five Hundred Sixty Six and 22/100 Dollars (\$3,384,566.22) for the Aggregate Basic Services fees, and Six Hundred Thirty Five Thousand One Hundred Fifty Two and 15/100 Dollars (\$635,152.15) for the

Aggregate 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.

The ENGINEER is not authorized to perform any work outside the Scope of Services. Compensation will be only for work completed as authorized by the Scope of Services. Any changes to the Scope of Services must be approved by the Director in writing prior to the commencement of work as a supplement to this Contract. No additional compensation shall be paid to the ENGINEER for any additional work outside scope of services without the prior written authorization of the Director.

5.02 Basic Services and Special Services Fees

Delete the last paragraph of Section 5.02 and replace with the following:

In no event may the fees exceed the following shown below in purpose and amounts:

<u>TASK</u>	<u>MAXIMUM AMOUNTS</u>
Basic Services 2.02	\$1,062,414.20
Basic Services 2.02.1 KOVAL	\$1,383,250.42
Basic Services 2.02.2 TOMPKINS.....	\$752,575.17
Basic Services 2.02.3 HOWARD HUGHES.....	\$186,326.43
Special Services 2.03	\$98,339.64
Special Services 2.03.1 KOVAL	\$365,472.76
Special Services 2.03.2 TOMPKINS	\$121,122.49
Special Services 2.03.3 HOWARD HUGHES	\$50,217.26
Total Aggregate Basic Services.....	\$3,384,566.22
Total Aggregate Special Services.....	\$635,152.15
Grand Total Aggregate Basic Services and Aggregate Special Services.....	\$4,019,718.37

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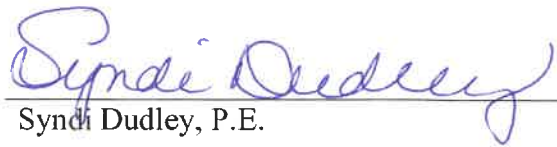
The remainder of the Contract, Supplemental No. 1, Supplemental No. 2, and Supplemental No. 3 remains unchanged.

IN WITNESS WHEREOF, the Parties have executed this Supplemental No. 4 as of the date herein above set forth.

CLARK COUNTY, NEVADA

WSP USA, INC.

Jessica Colvin
Chief Financial Officer


Syndi Dudley, P.E.
Senior Vice President

APPROVED AS TO FORM:


Jason B. Patchett
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:				55		
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:		300 S. 4th St. Suite 1200		Website: WWW.WSP.COM		
(If different from above)						
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.

Dudley, Syndi (USSD682638) <small>Digitally signed by Dudley, Syndi (USSD682638); DN: cn=Syndi Dudley@wsp.com, c=US, ou=Clark County, o=Clark County, email=Syndi.Dudley@wsp.com, date=2024.11.27.08:28:20-08'00'</small> Signature	Syndi Dudley, PhD, PE Print Name
Sr. Director, Local Business Leader Title	11/27/24 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