

**SUPPLEMENTAL NO. 1 TO THE
PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR
LAUGHLIN-BULLHEAD CITY BRIDGE PROJECT
NEEDLES HIGHWAY IN LAUGHLIN, NEVADA TO
STATE ROUTE 95 IN BULLHEAD CITY, ARIZONA**

THIS SUPPLEMENTAL NO. 1 CONTRACT, made and entered into this 21st day of September, 2021, between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY", and WSP USA SOLUTIONS, INC., a corporation, authorized to do business under the laws of the State of Nevada, hereinafter referred to as "ENGINEER".

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 89106 (702) 455-6020	Thomas G. Lewis, President WSP USA Solutions, Inc. 300 South 4 th Street, Suite 1200 Las Vegas, Nevada 89101 (702) 724-4355

WITNESSETH

WHEREAS, on August 16, 2016, the COUNTY and ENGINEER entered into a Professional Engineering Services Contract for the Laughlin-Bullhead City Bridge Project, Needles Highway in Laughlin, Nevada to State Route 95 in Bullhead City, Arizona; and

WHEREAS, the COUNTY desires the ENGINEER to perform support during construction and record drawings once construction is complete; and

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

WHEREAS, this Supplemental No. 1 Contract increases funding by \$790,270.00 bringing the total contract amount to \$4,987,133.00.

NOW, THEREFORE, for and in consideration of the premises herein contained, it is agreed to supplement the Professional Engineering Services Contract dated August 16, 2016, as follows:

ARTICLE I: DEFINITIONS

Exhibit "A" as referenced in the definition of Direct Salary is removed and replaced with Exhibit "A-1"

ARTICLE II: SCOPE OF SERVICES

Add the following Subsection:

2.02.1 Basic Engineering Services-Construction Phase

Beginning on the date the Director notifies the ENGINEER to begin performance pursuant to a written Notice to Proceed; the ENGINEER shall proceed with furnishing support during construction and record drawings once construction is complete. Without limiting the generality of the following, the Basic Services-Construction Phase shall include the following specific tasks:

- A. Shop Drawings/Submittal Reviews:** Perform review of and make recommendations on shop drawing submittals and other Contractor submittals made during construction of the Project.

- Deliverables: Responses to contractor submittals

- B. Coordination and Meetings:** Attend construction meetings, as requested by the COUNTY.

Assist the COUNTY in the coordination with federal, state (NV and AZ) and local stakeholders.

Provide oversight of state and federal compliance issues and provide periodic environmental compliance reports to NDOT and FHWA.

- Deliverables: draft correspondence with regulatory agencies and environmental compliance reports.

- C. Site Visits:** Attend field meetings, as requested by the COUNTY. 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, day-to-day work to administer interrelated activities, manage schedule, budgeting and invoicing.

- Deliverables: Periodic reports on the progress, general quality and conformance with construction documents.

- D. Requests for Information, Non-Conformance Reports and Contractor Initiated Changes:** Respond to contractor-initiated requests for additional information.

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.

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.

- Deliverables: Responses to contractor requests for additional information, responses to COUNTY requests for technical clarifications and written evaluations of contractor-initiated substitutions.

E. As-Built Drawings: Following completion of Project construction and within sixty (60) days of receipt of hard copy as-built mark-ups, furnish to the Director full and half size drawings, and one CD ROM with all drawing files in AutoCAD's ".dwg" format or ".dxf" format incorporating all revisions and clarifications identified during construction and as requested by the Director. These documents shall constitute the "Record" contract documents. Each drawing sheet shall be dated and stamped to indicate "Record Drawings." The ENGINEER shall also return the hard copy as-built mark ups to the Director. An index of all drawing files, including reference files, shall also be provided.

Concurrent with the completion of E above, furnish to the Director a CD containing the imaged as-built "Record Drawings" for the Project, imaged preliminary or final design reports, if applicable, and other imaged documents as requested by the Director. The format for imaged files shall be Class IV, single image, 200 dpi "tagged image file format (tiff)" or other format acceptable to the Director. An index of all files shall also be provided.

- Deliverables: Record Drawings

ARTICLE IV: TIME OF PERFORMANCE

4.01. Time of Performance

Replace the last paragraph with the following:

ENGINEER shall complete all other Basic Services and authorized Special Services by December 31, 2024. Provided sufficient funds have been allocated and approved by the Board of County Commissioners, this Contract may be extended one additional year at the option of the Director.

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 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 ENGINEER under this Contract or in connection with the subject matter of the Contract, exceed the sum of Four Million Four Hundred Twenty-Two Thousand One Hundred Twenty-Seven and 00/100 Dollars (\$4,422,127.00) for the Basic Service fees and Five Hundred Sixty-Five Thousand and Six and 00/100 Dollars (\$565,006.00) for Special Services fees, unless such sum is increased by the Board of Commissioners, but only to the extent such total sum is increased.

5.02 Method of Payment for Basic and Special Services Fees

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	\$ 3,701,857.00
Special Services 2.03	\$ 495,006.00
Basic Services 2.02.1 (Supplemental No. 1)	\$ 720,270.00
Special Services 2.03 (Supplemental No. 1)	\$ 70,000.00
	<u>\$ 4,987,133.00</u>

The remainder of the Professional Engineering Services Contract dated August 16, 2016, remains 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 SOLUTIONS, INC.

Randall J. Tarr
Assistant County Manager



Thomas G. Lewis
President

APPROVED AS TO FORM:



Laura C. Rehfeldt
Deputy District Attorney

EXHIBIT "A-1"

REVISED MAXIMUM DIRECT SALARY OF THE ENGINEER'S EMPLOYEES

CLASSIFICATION	DIRECT SALARY (Not to Exceed Standard Rates)
Principal/Associate	\$145
Project Manager	\$130
QC Engineer/Manager	\$120
Sr. Structural Engineer	\$110
Sr. Civil Engineer	\$100
Sr. Hydraulic Engineer	\$100
Structural Engineer	\$70
Civil Engineer	\$70
Hydraulic Engineer	\$70
Traffic Engineer	\$80
Engineering Intern/Jr. Engineer	\$50
CAD Technician	\$60
Project Assistant	\$60
Cultural Resources Manager	\$90
Sr. Archeologist	\$70
Archeologist	\$50

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 Solutions Inc. (fka Louis Berger U.S., Inc.)						
(Include d.b.a., if applicable)						
Street Address:		One Penn Plaza		Website: www.wsp.com		
City, State and Zip Code:		New York, NY 10119		POC Name: Thomas G. Lewis		
				Email: Tom.Lewis@wsp.com		
Telephone No:		212-465-5000		Fax No: 212-465-5096		
Nevada Local Street Address:		300 S. 4th Street, Suite 1200		Website: www.wsp.com		
(If different from above)						
City, State and Zip Code:		Las Vegas, NV 89101		Local Fax No:		
Local Telephone No:		725-724-4400		Local POC Name: Roger Patton		
				Email: roger.patton@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)

WSP USA Solutions Inc. is a fully-owned (100%) subsidiary of WSP USA Inc.
No individuals have any ownership in the firm.

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

Thomas G. Lewis

Print Name

President

9/2/21

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