Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

CMAR:
THE WHITING-TURNER CONTRACTING COMPANY

By: _____ Date: 6/23/2026
PAUL SCHMITT
Senior Vice President

COUNTY:
COUNTY OF CLARK, NEVADA

By: _____ Date: _____
JESSICA COLVIN
Chief Financial Officer

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

By: Sarah Schaerrer Date: 06/29/2026
Sarah Schaerrer (Jun 29, 2026 14:37:18 PDT)
SARAH SCHAERRER
Deputy District Attorney

REVISED TO READ:

The CMAR shall protect, defend and hold the Owner, its officers, employees, agents and consultants (collectively the "Patent Indemnitees") harmless from and against all claims, losses, costs, damages, and expenses, including attorney fees, court costs or other expenses (collectively the "Patent Claims"), incurred by the Patent Indemnitees, or any of them, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by the CMAR, or out of the processes or actions employed by, or on behalf of, the CMAR in connection with the performance of the Contract. The CMAR shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the Patent Indemnitees; provided that the Patent Indemnitees shall have notified the CMAR upon becoming aware of such claims or actions. The CMAR's obligations under this section shall not apply to equipment, materials or processes furnished or specified by the Patent Indemnitees.

This Amendment No. 1 represents a no cost change.

togetherforbetter

AMENDMENT NO. 1
RFP NO. 607319-24
CONSTRUCTION SERVICES FOR NEW FIRE TRAINING CENTER & SITE IMPROVEMENTS WITH PARKING GARAGE

THIS AMENDMENT is made and entered into this _____ day of _____20____, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and THE WHITING-TURNER CONTRACTING COMPANY (hereinafter referred to as the "CONSTRUCTION MANAGER AT RISK" or "CMAR").

WITNESSETH:

WHEREAS the parties entered into an agreement under RFP Number 607319-24, entitled "Construction Services for New Fire Training Center & Site Improvements with Parking Garage" dated May 6, 2026 (hereinafter referred to as CONTRACT); and

WHEREAS the parties desire to amend the CONTRACT.

NOW, THEREFORE, the parties agree to amend the CONTRACT as follows:

1. Page 3, Add:

   8. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

   The parties agree to waive all claims against each other for consequential damages, including consequential damages arising in connection with any termination of this Agreement.

2. Exhibit A – General Conditions, Page A-18, Section 9.02 Patent Indemnity, letter a).

   ORIGINALLY WRITTEN:

   The CMAR shall protect, defend and hold the Owner, its officers, employees, agents and consultants (collectively the "Patent Indemnitees") harmless from and against all claims, losses, costs, damages, and expenses, including attorney fees, court costs or other expenses (collectively the "Patent Claims"), incurred by the Patent Indemnitees, or any of them, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by the CMAR, or out of the processes or actions employed by, or on behalf of, the CMAR in connection with the performance of the Contract. The CMAR shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the Patent Indemnitees; provided that the Patent Indemnitees shall have notified the CMAR upon becoming aware of such claims or actions, and provided further that the CMAR's aforementioned obligations shall not apply to equipment, materials or processes furnished or specified by the Patent Indemnitees.