

**SUPPLEMENTAL NO. 2 TO THE
PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR
FLAMINGO WASH, MARYLAND PARKWAY TO PALOS VERDES STREET**

THIS Supplemental No. 2 Contract, made and entered into this 18th day of June, 2024, between Clark County, Nevada, a political subdivision of the State of Nevada, hereinafter referred to as “COUNTY”, and WSP USA SOLUTIONS, INC. fka LOUIS BERGER U.S., 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	Jeffrey S. Douglas, P.E., Senior Vice President WSP USA Solutions, Inc. fka Louis Berger U.S., Inc., a WSP company 300 South 4 th Street, Suite 1200 Las Vegas, Nevada 89101 (702) 736-6632

W I T N E S S E T H

WHEREAS, on October 2, 2019, the COUNTY and the ENGINEER entered into an engineering services contract to design the Flamingo Wash, Maryland Parkway to Palos Verdes Street project; and,

WHEREAS, on May 17, 2022, the COUNTY and the ENGINEER entered into Supplemental No. 1 to contract for additional professional engineering services for access control, fencing and retrofitting the rectangular channel portion of Tropicana Wash at Flamingo Wash to an enclosed structure in the Tropicana Wash, north of Flamingo Road; and,

WHEREAS, the COUNTY has previously authorized Special Services for the preparation and analysis of additional hydrologic and hydraulic analysis, civil & structural engineering design for access gates, additional survey and right-of-way design for the Tropicana Wash, structural engineering for the Tropicana Wash, design of trail improvements, constructability review, temporary construction easements; and,

WHEREAS, the COUNTY desires additional professional engineering services for design, post design service, record drawings, FEMA Letter of Map Revision; 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 October 2, 2019 and Supplement No. 1 to the Contract dated May 17, 2022, as follows:

ARTICLE I: DEFINITIONS

Add Exhibit “A-2” to the definition of “Direct Salary” for the ranges of base rate of pay to be used by the ENGINEER under this Contract effective July 1, 2024.

ARTICLE II: SCOPE OF SERVICES

2.02 Basic Engineering Services

Add the following to the end of this Section:

CC. Tropicana Wash Lid Alternatives: ENGINEER shall develop alternatives for installing a lid on the Tropicana Wash at Flamingo Road. Alternatives shall evaluate impacts to the existing channel slab and walls, constructability, maintainability and construction cost. Alternatives and findings will be summarized in a memorandum and incorporated into the Final Design Report.

- Deliverables: Tropicana Wash Lid Alternatives Memorandum

DD. Tropicana Wash Hydraulic Analysis: ENGINEER shall conduct additional hydraulic calculations to evaluate closing off one (1) or two (2) cells within the Tropicana Wash at either University Center Drive or Flamingo Road. Hydraulic analysis will be utilized to determine impacts to the FEMA Zone AE base flood elevations upstream of University Center Drive.

2.03 Special Services

Add the following to the end of this Section:

K. Prepare request for Federal Emergency Management Agency Letter of Map Revision (LOMR). Prepare hydrologic analysis, hydraulics analysis, standard forms for application, annotated Federal Insurance Rate Map, associated GIS shape files, and technical support data notebook. As well as associated coordination with the County, CCRFCD and FEMA.

ARTICLE IV: TIME OF PERFORMANCE

4.01 Time of Performance

Delete the paragraph at the end of this Section and replace with the following:

The ENGINEER shall complete all Basic Services and authorized Special Services within completion times as set forth above and by December 30, 2026, unless extended pursuant to section 4.02 of this agreement or by an amendment to this Contract.

ARTICLE V: PAYMENT FOR SERVICES

5.01 Maximum Amount Payable

Delete the first paragraph in this Section and replace 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 requested by the Director). It is understood, however, than under no circumstances may the total amount payable to the ENGINEER under this Contract or in connection with the subject matter of this Contact, exceed the sum of Three Hundred Ninety-Seven Thousand Seven Hundred Eighty and 00/100 Dollars (\$397,780.00) for Basic Service fees, One Hundred Ninety-One Thousand Nine Hundred Twenty and 00/100 Dollars (\$191,920.00) for Special Services unless such sums are increased by the Clark County Board of Commissioners, but only to the extent such total sum is increased.

5.02 Basic Services and Special Services Fees

Delete the paragraph at the end of this Section and replace with the following:

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

<u>TASK</u>	<u>MAXIMUM AMOUNTS</u>
2.02 Basic Services	
Task A through X.....	\$299,900.00
Task Y through BB	\$65,980.00
Task CC through DD	\$31,900.00
2.03 Special Services	
Task A through J.....	\$161,920.00
Task K.....	\$30,000.00
Basic Services Subtotal.....	\$397,780.00
Special Services Subtotal.....	\$191,920.00
Total all Tasks.....	\$589,700.00

Add the following to the end of this contract:

9.16 Counterparts

This Contract may be executed in multiple counterparts, each of which shall be deemed an original Contract and each of which shall constitute one and the same Contract. The counterparts of this Contract 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.

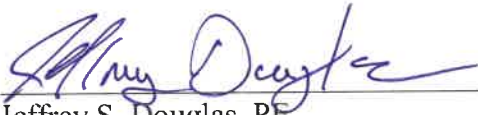
The remainder of the professional engineering services Contract dated October 2, 2019 and Supplement No. 1 dated May 17, 2022, remains unchanged.

IN WITNESS WHEREOF, the parties have executed this Supplemental No. 2 Contract as of this date herein above set forth.

CLARK COUNTY, NEVADA

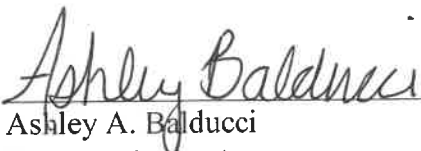
WSP USA SOLUTIONS, INC. fka
LOUIS BERGER U.S., INC., a WSP company

Jessica Colvin
Chief Financial Officer



Jeffrey S. Douglas, PE
Senior Vice President

APPROVED AS TO FORM:



Ashley A. Balducci
Deputy District Attorney

EXHIBIT "A-2"
MAXIMUM DIRECT SALARY OF THE
ENGINEER'S EMPLOYEES STANDARD RATES
EFFECTIVE JULY 1, 2024

<u>CLASSIFICATION</u>	<u>DIRECT SALARY</u> (Not to Exceed) (Standard Rates)
Principal in Charge	\$130.00
Project Manager	\$125.00
QA/QC Engineer	\$130.00
Senior Civil Engineer	\$100.00
Project Engineer	\$80.00
Civil Engineer/Hydrologist	\$70.00
Designer	\$60.00
Senior Environmental Specialist	\$80.00
Environmental Specialist	\$60.00
Senior Structural Engineer	\$125.00
Structural Engineer	\$80.00
Structural Designer	\$50.00
Senior CAD Technician	\$55.00
CAD Technician	\$40.00
Project Assistant	\$65.00

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.)						
<i>(Include d.b.a., if applicable)</i>						
Street Address:		One Penn Plaza		Website: www.wsp.com		
City, State and Zip Code:		New York, NY 10119		POC Name: Jeffrey S. Douglas		
				Email: Jeff.S.Douglas@wsp.com		
Telephone No:		725-724-4400		Fax No: 725-724-4401		
Nevada Local Street Address:		300 S. 4th Street, Suite 1200		Website: www.wsp.com		
<i>(If different from above)</i>						
City, State and Zip Code:		Las Vegas, NV 89101		Local Fax No:		
Local Telephone No:		725-724-4400		Local POC Name: Jeffrey S. Douglas		
				Email: Jeff.S.Douglas@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.

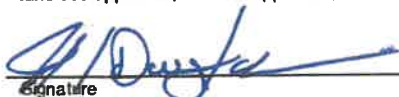
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
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WSP USA Solutions Inc. is a fully-owned (100%) subsidiary of WSP USA Inc.
No individuals have any ownership in the firm.

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

Jeffrey S. Douglas, PE
Print Name

Senior Vice President
Title

5/22/2024
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