

**SUPPLEMENTAL NO. 9 TO THE PROFESSIONAL ENGINEERING SERVICES
CONTRACT FOR THE ORCHARD DETENTION BASIN**

THIS Supplemental No. 9 Contract, made and entered into this 21st day of October, 2025, between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY", and WSP USA (formerly Parsons Brinckerhoff, 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 89106 (702) 455-6020	Jeffrey Douglas, Senior Vice President / Local Business Lead WSP USA 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 September 19, 2000, the COUNTY and the ENGINEER entered into an engineering services contract to design the Orchard Detention Basin project; and,

WHEREAS, on February 4, 2003, the COUNTY and the ENGINEER entered into Supplemental No. 1 to the engineering services contract to increase the scope of the work and the schedule; and,

WHEREAS, on March 20, 2007, the COUNTY and the ENGINEER entered into Supplemental No. 2 to provide additional environmental evaluation and coordination, to update the sediment transport analysis, and to split the Project into two phases, Phase I being south of Charleston Boulevard including the detention basin, the south levee, and a portion of the north levee, and Phase II being the levee north of Charleston Boulevard; and,

WHEREAS, on March 1, 2011, the COUNTY and the ENGINEER entered into Supplemental No. 3 to perform a Visual Resource Enhancement and Landscape Restoration Plan pursuant to Bureau of Land Management (BLM) requirements; and,

WHEREAS, on October 7, 2014, the COUNTY and the ENGINEER entered into Supplemental No. 4 to provide construction support of the Orchard Detention Basin and levees to Charleston Boulevard; and,

WHEREAS, that portion of the Orchard Detention Basin system south of Charleston Boulevard has been constructed; and,

WHEREAS, on November 1, 2016, the COUNTY and the ENGINEER entered into Supplemental No. 5 to provide additional design services for design and construction of that portion of the Project north of Charleston Boulevard; and,

WHEREAS, on April 17, 2018, the COUNTY and the ENGINEER entered into Supplemental No. 6 to realign the levee north of Charleston Boulevard to reduce the impact of the system on both BLM and private property, and to provide construction support for the levee north of Charleston Boulevard; and,

WHEREAS, on August 16, 2022, the COUNTY and the ENGINEER entered into Supplemental No. 7 to provide additional design services for additional collection and conveyance structures including a concrete rectangular channel, flumes, culverts, headwalls; and,

WHEREAS, on November 5, 2024, the COUNTY and the ENGINEER entered into Supplement No. 8 to extend the time of performance to complete all Basic Services and authorized Special Services; and,

WHEREAS, the COUNTY desires additional design services to incorporate construction cost saving revisions and additional design services construction support for the project north of Charleston Boulevard.

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 September 19, 2000, as follows:

ARTICLE I: DEFINITIONS

Add Exhibit “A-2” For Direct Salaries effective September 1, 2025.

ARTICLE II: DUTIES OF ENGINEER

2.03 Phase Two Basic Services: Project Final Engineering

Add the following to the end of this Section:

WW. Orchard Collector Construction Cost Reduction Revisions. ENGINEER shall update the Issued for Bid plans, special provisions, and bid abstract to incorporate the design following revisions:

- Revise the fencing limits on parcels 140-35-601-011 and 140-35-601-032;
- Revise the paved driveway to a gravel driveway;
- Remove the utility conduits and pull boxes on parcel 140-35-601-032;
- Remove the culvert crossing on parcel 140-35-601-011; and
- Revise the grading and maintenance access for parcel 140-35-601-011.

ENGINEER shall also coordinate the above listed revisions with utility companies and obtain utility signatures on the effected sheets.

XX. Orchard Collector Construction Phase Support. ENGINEER shall perform post design services as requested by the COUNTY. Post design services include: attending the pre-construction meeting; responding to up to twelve (12) contractor initiated requests for additional information; reviewing up to fifteen (15) shop drawings submittals; attending up to sixteen (16) weekly construction conference calls; attending up to seven (7) field meetings; and attending the final walk-through.

YY. Orchard Collector Record Drawings. Following completion of Project construction and within sixty (60) days of receipt of hard copy as-built mark-ups, ENGINEER shall update all drawing files and sheet drawings, incorporating all revisions and clarifications identified during construction and as requested by the Director. These documents shall constitute the "Record Drawings." Each drawing sheet shall be dated and stamped to indicate "Record Drawings." Furnish to the Director one an electronic copy of the Record Drawing in .pdf (300 dpi) format and all drawing files in AutoCAD's ".dwg" format or ".dxf" format. 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.

Deliverables:

- Record Drawings in PDF (300 dpi) format; and
- USB Drive with electronic copies of all drawing files and Civil3D in ".dwg" and/or ".dxf" formats.

ARTICLE V: PAYMENT FOR SERVICES

5.01 Maximum Amount Payable

Revise the first paragraph in 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 Basic Service fees plus the Special Service fees (if, as, and when requested by the Director). It is understood, 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 Hundred Sixty Nine Thousand Nine Hundred Fifty-Four and 00/100 Dollars (\$169,954.00) for Phase One Basic Services, One Million One Hundred Three Thousand Four Hundred Seventy-One and 00/100 Dollars (\$1,103,471.00) for Phase Two Basic Services, and Two Hundred Ninety Three Thousand Three Hundred Twenty and 00/100 Dollars (\$293,320.00) 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

The last paragraph shall be changed to read as follows:

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

<u>TASK</u>	<u>MAXIMUM AMOUNTS</u>
Phase One Basic Services 2.02 Task A through O	\$169,954.00
Phase Two Basic Services 2.03 Task A through TT	\$797,571.00
Task UU through VV	\$227,800.00
Task WW through YY	\$78,100.00
Special Services 2.04 Previously authorized Tasks	\$282,186.24
Task A through VV	\$11,133.76
Total Basic Services	\$1,273,425.00
Total Special Services	\$293,320.00
Total	\$1,566,745.00


The remainder of the professional engineering services Contract dated September 19, 2000, Supplemental No. 1 dated February 4, 2003, Supplemental No. 2 dated March 20, 2007, Supplemental No. 3 dated March 1, 2011, Supplemental No. 4 dated October 7, 2014, Supplemental No. 5 dated November 1, 2016, Supplemental No. 6 dated April 17, 2018, Supplemental No. 7 dated August 16, 2022, and Supplemental No. 8 dated November 5, 2024 remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Supplemental No. 9 Contract as of the date herein above set forth.

CLARK COUNTY, NEVADA

WSP USA, Inc.

Jessica Colvin
Chief Financial Officer


Jeffrey Douglas
Senior Vice President
Local Business Leader

APPROVED AS TO FORM:



Jason B. Patchett
Deputy District Attorney

EXHIBIT "A-2"
MAXIMUM DIRECT SALARY OF THE
ENGINEER'S EMPLOYEES STANDARD RATES
(EFFECTIVE DATE SEPTEMBER 1, 2025)

<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:				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: Jeffrey S. Douglas Email: Jeff.S.Douglas@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: 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).

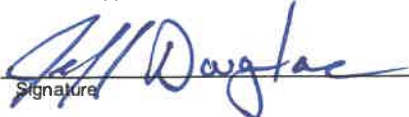
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
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 Senior Vice President / Local Business Lead Title	Jeffrey S. Douglas, PE Print Name 10/01/2025 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