

**SUPPLEMENTAL NO. 10 TO THE
PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR
PARADISE ROAD, HARMON AVENUE TO DESERT INN ROAD**

THIS Supplemental No. 10 Contract, made and entered into this 2nd day of December, 2025, 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 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	Kaushal Shah, Senior Vice President WSP USA Solutions Inc. 300 S. 4 th Street Suite 1200 Las Vegas, Nevada 89101 (702) 273-8314

W I T N E S S E T H

WHEREAS, on June 18, 2002, the COUNTY and the ENGINEER entered into a Professional Engineering Services Contract for Paradise Road from Harmon Avenue to Desert Inn Road; and

WHEREAS, on August 5, 2003, the COUNTY and the ENGINEER entered into Supplemental No. 1 to the Contract for additional design special services for the Project; and

WHEREAS, on March 20, 2007, the COUNTY and the ENGINEER entered into Supplemental No. 2 to the Contract for additional design special services for the Project; and

WHEREAS, on November 18, 2008, the COUNTY and the ENGINEER entered into Supplemental No. 3 to the Contract for additional design special services due to an increase in the scope of the Project. The increase in scope includes providing additional design, separate plans and contract documents, utility, agency and development coordination services due to the extra time needed prior to advertising the Project; and

WHEREAS, on August 5, 2014, the COUNTY and the ENGINEER entered into Supplemental No. 4 to the Contract to extend the time to complete all basic services and authorized special services; and

WHEREAS, on May 16, 2017, the COUNTY and the ENGINEER entered into Supplemental No. 5 to the Contract to increase funding by \$558,082.00 bringing the total contract

amount to \$1,897,954.00 to provide final engineering design for the portion of Paradise Road from north of Harmon Avenue to Desert Inn Road Project; and

WHEREAS, on February 5, 2019, the COUNTY and the ENGINEER entered into Supplemental No. 6 to the Contract for additional design services for the Project to replace the existing reinforced concrete box culverts along the Tropicana Wash at Paradise Road; and

WHEREAS, on December 17, 2019, the COUNTY and the ENGINEER entered into Supplemental No. 7 to the Contract for an extension of time to complete the roadway improvements; and

WHEREAS, on July 20, 2021, the COUNTY and the ENGINEER entered into Supplemental No. 8 to the Contract to increase funding by \$570,295.00 giving a total contract amount of \$3,356,270.37; and

WHEREAS, on December 19, 2023, the COUNTY and the ENGINEER entered into Supplemental No. 9 to the Contract to perform additional design engineering services to repackage the Paradise Road, Harmon Avenue to Sands Avenue construction package to include the work from Paradise Road, Corporate Drive to Sands Avenue construction package and increased funding by \$370,965.64, bringing the total contract amount to \$3,727,236.01; and

WHEREAS, the COUNTY desires to reimburse the ENGINEER for additional design engineering services already performed by the ENGINEER (additional efforts for QA/QC, Final Plans and Specifications, easement review & TCE exhibit revisions, coordination with NVE, designing MOT, coordination with developers, coordination with utilities, and project management; designing an apartment sign relocation, coordination meetings with the County's Consultant Manager, submittal of IFB PS&E in August 2025, further work on the PS&E after the August 2025 IFB submittal, and adding Flamingo Wash repairs to the PS&E) and for staff hourly rate increases that occurred between the funding of some items of work (Construction Cost Estimates, QA/QC, Final Plans and Specifications, Bid Assistance, and Issued for Construction Plans and Specifications) and their actual or anticipated completion dates, and desires that the ENGINEER provide further additional design engineering services (Bid Assistance, ROW coordination with County, NVE Coordination, finalizing MOT design, coordination with developers, coordination meetings with the County's Consultant Manager, submittal of final IFB PS&E to County & reviewing and updating front end documents, utility coordination, completing the addition of the Flamingo Wash repairs to the PS&E, attending a field meeting with the 4200 Paradise Rd Apartments owner and the County, project management, and possible future ad hoc requests and additional services) and post-design services for Paradise Road Phase 3B, increasing the funding of Special Services by \$746,066.95 to allow for these services and bringing the total contract amount to \$4,473,302.96, and desires to extend the contract time to allow for the completion of these services, and desires to revise the maximum hourly rates of pay allowed in this contract; and

WHEREAS, the ENGINEER has already performed the additional design engineering services listed above and desires to provide the further additional design engineering services and post-design services listed above in exchange for the fees herein specified;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties mutually agree to supplement the Professional Engineering Services Contract dated June 18, 2002, Supplemental No. 1 dated August 5, 2003, Supplement No. 2 dated March 20, 2007, Supplement No. 3 dated November 18, 2008, Supplement No. 4 dated August 5, 2014, Supplement No. 5 dated May 16, 2017, Supplement No. 6 dated February 5, 2019, Supplement No. 7 dated December 17, 2019, Supplement No. 8 dated July 20, 2021, and Supplement No. 9 dated December 19, 2023 as follows:

ARTICLE I: DEFINITIONS

Delete paragraph “Direct Salary” and replace it with the following:

“Direct Salary” is defined as the actual base rate of pay on an hourly basis of the ENGINEER’s employees whose time will be directly chargeable to this Contract. The maximum hourly base rates of pay to be used by the ENGINEER after the date of this Supplemental No. 10 are those specified in Exhibit “CC” attached hereto and made a part hereof by this reference. Exhibit “CC” supersedes and replaces Exhibits “A”, “AA”, and “BB” after the date of this Supplemental No. 10.

ARTICLE IV: TIME OF PERFORMANCE

Replace the last paragraph in 4.01 Time of Performance with the following:

Except as provided above, the ENGINEER shall complete all other Basic Services and authorized Special Services by the end of December 31, 2028, unless the Board of County Commissioners amends such date in writing.

The remainder of Section 4.01 shall remain unchanged.

ARTICLE V: PAYMENT FOR SERVICES

5.01 Maximum Amount Payable

Delete this Section in its entirety and replace it with the following:

The maximum amount payable by the COUNTY to the ENGINEER shall be a sum of money equal to the Basic Services fees plus the Special Services 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 this Contract, exceed the sum of Two Million Eight Hundred Thirty One Thousand Four Hundred Fifty Three and 98/100 Dollars (\$2,831,453.98) for the Basic Services fees, and One Million Six Hundred Forty-One Thousand Eight Hundred Forty-Eight and 98/100 Dollars (\$1,641,848.98) for the 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

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, 2.03.01, 2.03.02	\$1,418,842.00
Basic Services 2.03.03	\$1,412,611.98
Special Services 2.04	\$1,641,848.98
Grand Total Basic and Special Services.....	\$4,473,302.96


The remainders of the Professional Engineering Services Contract dated June 18, 2002; Supplemental No. 1 dated August 5, 2003; Supplement No. 2 dated March 20, 2007; Supplement No. 3 dated November 18, 2008; Supplement No. 4 dated August 5, 2014; Supplement No. 5 dated May 16, 2017; Supplement No. 6 dated February 5, 2019; Supplement No. 7 dated December 17, 2019; Supplement No. 8 dated July 20, 2021; and Supplement No. 9 dated December 19, 2023 remain unchanged.

IN WITNESS WHEREOF, the Parties have executed this Supplemental No. 10 Contract as of the date herein above set forth.

CLARK COUNTY, NEVADA

WSP USA Solutions Inc.

Jessica Colvin
Chief Financial Officer


Kaushal Shah
Senior Vice President
Nevada Business Leader, Transportation

APPROVED AS TO FORM:


 for
Jason B. Patchett
Deputy District Attorney

EXHIBIT “CC”

**MAXIMUM HOURLY BASE RATES OF PAY TO BE USED BY THE ENGINEER
AFTER THE DATE OF SUPPLEMENTAL NO. 10**

CLASSIFICATION	DIRECT SALARY (Not to Exceed) (Standard Rates)
Principal/Associate	\$150.00
Project Manager	\$120.00
Senior Engineer	\$110.00
Project Engineer	\$90.00
Traffic Engineer	\$85.00
Structural Engineer	\$90.00
Drainage Engineer	\$85.00
Civil Engineer	\$70.00
CADD Technician	\$65.00
Drafter	\$50.00
Project Administrator	\$70.00

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 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: Kaushal Shah Email: Kaushal.Shah@wsp.com		
Telephone No:		725-724-4400		Fax No: 725-724-4401		
Nevada Local Street Address: (If different from above)		300 S. 4th Street, Suite 1200		Website: www.wsp.com		
City, State and Zip Code:		Las Vegas, NV 89101		Local Fax No:		
Local Telephone No:		725-724-4400		Local POC Name: Kaushal Shah Email: Kaushal.Shah@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

- 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

 Title

Kaushal Shah, PE, SE

 Print Name

11/05/2025

 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