

**SUPPLEMENTAL NO. 1 TO THE
PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR
TRAFFIC MANAGEMENT AUGMENTATION SERVICES**

THIS SUPPLEMENTAL CONTRACT, made and entered into this 17th day of August 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 (725) 724-4400

WITNESSETH

WHEREAS, on December 4, 2018, the COUNTY and the ENGINEER entered into a Professional Engineering Services Contract for Professional Engineering Services Contract for Traffic Management Staff Augmentation, as defined in the contract; and

WHEREAS, effective January 2, 2020, Louis Berger U.S., Inc. changed its name to WSP USA Solutions, Inc.; and

WHEREAS, other traffic improvements are anticipated and a time extension is needed for the additional work.

NOW THEREFORE, for and in consideration of the premises herein contained, it is agreed to supplement the Professional Engineering Services Contract dated December 4, 2018, as follows:

ARTICLE I: DEFINITIONS

The definition of "Direct Salary" shall be revised as follows:

"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 ranges of base rate of pay to be used by the ENGINEER under this Contract are those specified in Exhibit "A-1", attached hereto and made a part hereof by this reference.

The definition of "Engineer" shall be revised as follows:

"Engineer means WSP USA Solutions Inc., including the Primary Engineer, Vanjeeswaran Krishna Kumar, and associates and employees of WSP USA working

under the personal supervision of Mr. Kumar selected from available list in Exhibit "A-1" that can perform specific tasks.

ARTICLE IV: TIME OF PERFORMANCE

4.01 Time of Performance, the last paragraph shall be revised as follows:

The ENGINEER shall complete all Basic Services and authorized Special Services within completion times as set forth above and prior to December 31, 2023, unless the COUNTY amends such date.

ARTICLE V: PAYMENT FOR SERVICES

5.01 and 5.02 shall be revised as follows:

5.01 Maximum Amount Payable

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 this Contract, exceed the sum of One Million Four Hundred Thousand and Ten Dollars (\$1,400,010.00) for the Basic Services fees and One Hundred Nineteen Thousand One Hundred Twenty Dollars (\$119,120.00) for 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

Compensation for the engineering services provided herein will be made on the basis of ENGINEER's direct salary, times a multiplier not to exceed of 2.68 plus direct non-salary expenses, plus actual approved subcontractor or subconsultant costs. The ENGINEER shall provide certified payrolls and Federal or State audited overhead rates at the Director's request.

Direct non-salary expenses incurred by the ENGINEER for work done under this Contract eligible for reimbursement by the COUNTY are as specified below:

- A. Subconsultant or subcontractor services provided the COUNTY has given written prior approval for such service.

The Basic Services and Special Service fees shall not be paid to the ENGINEER unless the Director approves the purpose and the amount of such fees in writing.

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 December 4, 2018 through December 4, 2021	\$480,010.00
Basic Services 2.02 December 4, 2021 through December 31, 2023	\$920,000.00
Special Services 2.03 December 4, 2018 through December 4, 2021	\$39,120.00
Special Services 2.03 December 4, 2021 through December 4, 2023	\$80,000.00
Grand Total Basic and Special Services.....	\$1,519,130.00

Notwithstanding the amounts specified above, the amount specified in the Work Order will be the Maximum amount that the ENGINEER may receive for the Task(s) identified in the Work Order.

The ENGINEER is obligated to complete the tasks set forth in the Work Orders and/or Special Services for the amount specified in the Work Order or Special Services request.

EXHIBIT "A-1"
MAXIMUM DIRECT SALARY OF THE
ENGINEER'S EMPLOYEES STANDARD RATES


<u>CLASSIFICATION</u>	DIRECT SALARY (Not to Exceed) <u>(Standard Rates)</u>
Project Manager	\$110.00
Senior Civil Engineer	\$100.00
Civil Engineer	\$90.00
Senior Designer	\$80.00
Associate Engineer	\$70.00
Senior Technician	\$60.00
Technician	\$55.00
Project Assistant	\$60.00

IN WITNESS WHEREOF, the parties have executed this Contract as of the date herein above set forth.

CLARK COUNTY, NEVADA

WSP USA Solutions Inc.

Randy Tarr
Assistant County Manager



Thomas G. Lewis
President

APPROVED AS TO FORM:



Laura Rehfeldt
Deputy District Attorney

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: Thomas G. Lewis			
			Email: Tom.Lewis@wsp.com			
Telephone No: 212-465-5000			Fax No: 212-465-5096			
Nevada Local Street Address: <i>(If different from above)</i> 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: Syndi Dudley			
			Email: Syndi.Dudley@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 <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
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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

 President

 Title

Thomas G. Lewis

 Print Name

 6/24/2021

 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