

**SUPPLEMENTAL NO. 3 TO THE PROFESSIONAL ENGINEERING SERVICES  
 CONTRACT FOR THE FLAMINGO WASH,  
 MARYLAND PARKWAY TO PALOS VERDES STREET**

**THIS Supplemental No. 3 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 U.S.A. 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”.

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 Leader WSP USA Solutions Inc. 300 South 4 <sup>th</sup> Street, Suite 1200 Las Vegas, Nevada 89101 (725) 724-4352

**WITNESSETH**

**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 provide 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, Conducting a Construcability Review; and,

**WHEREAS**, on June 18, 2024, the COUNTY and the ENGINEER entered into Supplemental No. 2 to provide additional design and hydraulic analysis services; and,

**WHEREAS**, the COUNTY desires engineering design services during the construction of the Tropicana Wash Lid and Flamingo Wash between Cambridge Street and Maryland Parkway, herein referred to as Phase 1, and additional engineering services to prepare final Issued for Bid plans and design services during construction for the Flamingo Wash between University Center Drive and Palos Verdes Street, herein referred to as Phase 2; and,

**WHEREAS**, the ENGINEER desires to provide such services in exchange for the fees hereinafter specified.

**NOW, THEREFORE**, for and in consideration of the premises herein contained, it is agreed to supplement the professional engineering services contract dated October 2, 2019, as follows:

## **ARTICLE II: SCOPE OF SERVICES**

### **Add the following to Section 2.02**

**EE. Phase 1 Issued for Bid Submittal:** ENGINEER shall repackage the plans, special provisions, and bid abstract to include the Tropicana Wash lid retrofit and Flamingo Wash channel improvements between Maryland Parkway and Cambridge Street, for bid. The Phase 1 Issued for Bid repackage shall also include fencing improvements along the Flamingo Wash between University Center Drive and Palos Verdes Street.

**FF. Phase 1 Bidding Assistance:** Bidding assistance for Phase 1 will begin once the COUNTY advertises the Project for construction bids. ENGINEER shall assist the COUNTY by attending Project pre-bid meetings, preparing addendums, tabulation, and analysis of bids received for Project, and present written recommendations with respect to such bids to the Director.

- Deliverable: Spreadsheet as furnished by COUNTY that includes bid form, bid tabulation, and low bid by funding source

**GG. Phase 1 Post Design Support:** ENGINEER shall provide post- design services for Phase 1 as requested by the COUNTY. Services may include attending construction meetings and field meetings, responding to requests for clarification and requests for information, reviewing shop drawings, and preparing revisions to the contract documents.

**HH. Phase 2 100% Plans and Special Provisions:** Engineer shall prepare 100% Plans and Special Provisions that include:

- Repackaging the design plans from the original overall project bid package;
- Updates and revisions to incorporate elements constructed in Phase 1;
- Preparing updated Special Provisions based on the original overall bid package and recently boiler plate special provisions;
- Preparing a 100% Construction Cost Estimate and Bid Abstract; and,
- Coordinating Phase 2 with local utility agencies.

**II. Phase 2 Funding Assistance and Presentations:** Engineer shall prepare PowerPoint presentation and assist the COUNTY with the Agenda backup documents. ENGINEER has also make a Project presentation to the Clark County Regional Flood Control District Technical Advisory, Citizens Advisory, and Board of Directors.

- Deliverable: PowerPoint Presentation.

**JJ. Phase 2 Final Plans and Special Provisions:** Complete and furnish to the Director final plans and specifications of Phase 2 ready for advertisement for construction bids along with a detailed engineers cost estimate; final permit assessment and any permit applications authorized through Special Services, all in a form approved by the Director and suitable for reproduction. A summary of all reviews and comments made on the 100% submittal shall be provided, complete with appropriate responses.

- Deliverables:
  - One (1) set of final plans at half size (11" x 17") and full-size (24" x 36") each to scale, one (1) set of special provisions and final cost estimate, earthwork cross-sections and all design updates as needed or as required by the Director.
  - An electronic copy of final plans (full size), special provisions, and technical appendices in .pdf (300 dpi) format or another appropriate format shall be submitted.

**KK. Phase 2 Bidding Assistance:** Bidding assistance for Phase 2 will begin once the COUNTY advertises the Project for construction bids. ENGINEER shall assist the COUNTY by attending Project pre-bid meetings, preparing addendums, tabulation, and analysis of bids received for Project, and present written recommendations with respect to such bids to the Director.

- Deliverable: Spreadsheet as furnished by COUNTY that includes bid form, bid tabulation, and low bid by funding source

**LL. Issued for Construction Plans:** Within thirty (30) days following opening of construction bids for Phase 2, furnish to the Director an electronic copy with full and half size plans (one set of each) and special provisions in ".pdf" (300 dpi) format or other appropriate format as requested by the Director. These documents shall constitute the "Issued for Construction" documents. The cover sheet shall be stamped to indicate "Issued for Construction." Each sheet of the plans modified per addendum shall include a revision note in the title block, indicating date and "Revised per Addendum No." The cover sheet of the special provisions shall be stamped to indicate "Issued for Construction" In addition, each page of the special provisions modified per an addendum shall include a footnote, indicating "Revised per Addendum No."

The Engineer shall submit an electronic copy with all drawing's files in AutoCAD's ".dwg" format or ".dxf" format, incorporating all revisions, clarifications and addenda identified during bidding.

- Deliverables:
  - An electronic copy containing "Issued for Construction" full-size (24" x 36") and half size (11" x 17") plans, each to scale, and special provisions.
  - An electronic copy containing all drawings files and technical appendices.

**MM. Phase 2 Post Design Support:** ENGINEER shall provide post- design services for Phase 2 as requested by the COUNTY. Services may include attending construction meetings and field meetings, responding to requests for clarification and requests for information, reviewing shop drawings, and preparing revisions to the contract documents.

#### **ARTICLE IV: TIME OF PERFORMANCE**

##### **4.01 Time of Performance**

**The following shall be added:**

The ENGINEER shall complete all Basic Services and authorized Special Services within completion times as set forth above and by March 31, 2028, unless the COUNTY amends such date in writing.

#### **ARTICLE V: PAYMENT FOR SERVICES**

##### **5.01 Maximum Amount Payable**

**Revised 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 Five Hundred Three Thousand, Two Hundred Thirty and 00/100 Dollars (\$503,230.00) for Basic Service fees, and 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**

**The last paragraph shall be changed to read as follows:**

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
Task EE through MM .....	\$105,450.00
2.03 Special Services	
Task A through K .....	\$32,344.00
Task L .....	\$30,000.00
Previously Authorized Tasks .....	\$161,476.00
Basic Services Subtotal.....	\$503,230.00
Special Services Subtotal.....	\$191,920.00
Total all Tasks.....	\$695,150.00

The remainder of the professional engineering services contract dated October 2, 2019, Supplemental No. 1 dated May 17, 2022, and Supplemental No. 2 dated June 18, 2024, remain unchanged.

**IN WITNESS WHEREOF**, the parties have executed this Supplemental No. 3 Contract as of the date herein above set forth.

CLARK COUNTY, NEVADA

WSP USA Solutions Inc.

\_\_\_\_\_  
Jessica Colvin  
Chief Financial Officer

\_\_\_\_\_  
  
Jeffrey Douglas, PE  
Senior Vice President /  
Local Business Leader

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Jason B. Patchett  
Deputy District Attorney

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<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
<b>Business Designation Group (Please select all that apply)</b>						
<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
<b>Number of Clark County Nevada Residents Employed:</b> <span style="float: right;">55</span>						
<b>Corporate/Business Entity Name:</b> WSP USA Solutions Inc. (fka Louis Berger U.S., Inc.)						
<i>(Include d.b.a., if applicable)</i>						
<b>Street Address:</b>	One Penn Plaza			<b>Website:</b> WWW.WSP.COM		
<b>City, State and Zip Code:</b>	New York, NY 10119			<b>POC Name:</b> Jeffrey S. Douglas <b>Email:</b> Jeff.S.Douglas@wsp.com		
<b>Telephone No:</b>	725-724-4400			<b>Fax No:</b> 725-724-4401		
<b>Nevada Local Street Address:</b> <i>(If different from above)</i>	300 S. 4th Street, Suite 1200			<b>Website:</b> WWW.WSP.COM		
<b>City, State and Zip Code:</b>	Las Vegas, NV 89101			<b>Local Fax No:</b>		
<b>Local Telephone No:</b>	725-724-4400			<b>Local POC Name:</b> Jeffrey S. Douglas <b>Email:</b> 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.

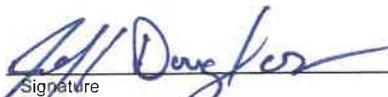
Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
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WSP USA Solutions Inc. is a fully-owned (100%) subsidiary of WSP USA Inc.  
No individuals have any ownership in the firm.

*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  
 Senior Vice President  
 \_\_\_\_\_  
 Title

Jeffrey S. Douglas, PE  
 \_\_\_\_\_  
 Print Name  
 10/06/2025  
 \_\_\_\_\_  
 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