

**SUPPLEMENT NO. 2 TO THE  
PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR  
FLAMINGO WASH, UNION PACIFIC RAILROAD TO HOTEL RIO DRIVE**

**THIS SUPPLEMENTAL NO. 2 TO THE PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR FLAMINGO WASH, UNION PACIFIC RAILROAD TO HOTEL RIO DRIVE** (“Supplemental No. 2”) is made and entered into this 6<sup>th</sup> day of January, 2025, between Clark County, Nevada, a political subdivision of the State of Nevada, hereinafter referred to as “COUNTY”, and WSP USA 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	Syndi Dudley, Senior Vice President / Local Business Lead WSP USA Inc. 300 South 4 <sup>th</sup> Street, Suite 1200 Las Vegas, Nevada 89101 (702) 736-6632

**WITNESSETH**

**WHEREAS**, on August 17, 2021, the COUNTY and the ENGINEER entered into an engineering services contract to design the Flamingo Wash, Union Pacific Railroad to Hotel Rio Drive (“Contract”); and

**WHEREAS**, on July 2, 2024, the COUNTY and the ENGINEER entered into Supplemental No. 1 to the Contract (“Supplemental No. 1”) to extend the time of performance; and

**WHEREAS**, the COUNTY has previously authorized Special Services to determine the Jurisdictional Waters of the US and prepare a USACOE 404 Permit, Preconstruction Notification Form and NDEP 401 Water Quality Certification; and

**WHEREAS**, the COUNTY desires additional professional engineering services for additional design for future channel improvement within UPRR right-of-way to the existing UPRR bridge, additional improvements necessary to terminate the channel improvements outside of the UPRR right-or-way and evaluate alternative lateral alignments for future MPU facilities; and

**WHEREAS**, this Supplemental No. 2 increases funding by \$121,815.00 bringing the total contract amount to \$452,700.00.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants herein contained, it is agreed to supplement the Contract and Supplemental No. 1 as follows:

## **ARTICLE I: DEFINITIONS**

Add Exhibit “A-1” to the definition of “Direct Salary” for the ranges of base rate of pay to be used by the ENGINEER under this Contract effective March 1, 2025.

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

### **2.02 Basic Engineering Services**

**Add the following to the end of this Section:**

**W. Alternative Alignments Analysis for Future MPU Facilities:** ENGINEER shall conduct a preliminary hydrologic analysis to evaluate flows along Flamingo Road between the Flamingo Wash and Valley View Boulevard. Engineer shall also develop seven (7) alternatives for regional facilities FLVV0001 and FLVV0007. Alternatives shall consider signal and parallel facilities that connect to the Flamingo Wash at either Hotel Rio Drive or at the current confluence on the Hotel Rio property. An Alternatives Memorandum shall be prepared to summarize the alignments evaluated, recommended facility sizes, advantages and disadvantages, right-of-way requirements, conceptual construction costs and the recommended alignments.

- Deliverable: Alternatives Memorandum

**X. Future UPRR Channel Design and Improvements Adjacent to UPRR:** ENGINEER shall prepare a 30% design for channel improvements to the existing UPRR bridge and design the improvements necessary to not encroach into UPRR right-of-way. The 30% design shall include hydraulic analysis, channel layout, transition structure, and outlet protection. Hydraulic analysis, freeboard calculations, and outlet protection design shall be included in the Preliminary Design Memorandum and the 30% channel design and layout shall be presented on a roll plot.

- Deliverables: Additional 30% Design Roll Plots for interim and future phases of the channel improvements

- Y. HEC-HMS Hydrology Updates:** ENGINEER shall prepare HEC-HMS models to quantify design flows within the Flamingo Wash between the Union Pacific Railroad and Hotel Rio Drive. The HEC-HMS models will be based on the current HEC-1 models prepared for the 2023 Las Vegas Valley Master Plan Update, verified by the ENGINEER. The HEC-HMS models shall be prepared in a manner as to be included as a part of Federal Emergency Management Agency Letter of Map Revision (LOMR), and meet the requirements of CCRFCD for funding. The Engineer shall also update the WSPG hydraulic models and associated channel freeboard calculations based on the HEC-HMS model results. The updated HEC-HMS and WSPG models, associated calculations and appendix backup will be presented in the Final Design Report.

### **2.03 Special Services**

**Add the following to the end of this Section:**

- L. Prepare request for Federal Emergency Management Agency Letter of Map Revision (LOMR). Prepare hydrologic analysis, hydraulic 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 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 and Fifty Three Thousand Five Hundred and 00/100 Dollars (\$353,500.00) for Basic Service fees, and Ninety Nine Thousand Two Hundred and 00/100 Dollars (\$99,200.00) for Special Services fees, 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 in purposes or amounts:

<u>TASK</u>	<u>MAXIMUM AMOUNTS</u>
2.02 Basic Services	
Original Contract - Task A through V .....	\$299,700.00
Supplement 2 - Task W through Y .....	\$53,800.00
2.03 Special Services	
Original Contract - Task A through K .....	\$31,185.00
Supplement 2 - Task A through K .....	\$32,315.00
Supplement 2 - Task L .....	\$35,700.00
Basic Services Subtotal .....	\$353,500.00
Special Services Subtotal .....	\$99,200.00
Grand Total Basic and Special Services .....	\$452,700.00

The remainder of the Contract and Supplemental No. 1 remains unchanged.

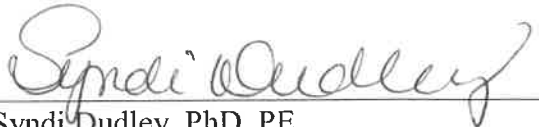
**IN WITNESS WHEREOF**, the Parties have executed this Supplemental No. 2 as of this date herein above set forth.

CLARK COUNTY, NEVADA

WSP USA INC.

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Jessica Colvin  
Chief Financial Officer



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Syndi Dudley, PhD, PE  
Senior Vice President, Local Business Leader

APPROVED AS TO FORM:



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Jason B. Patchett  
Deputy District Attorney

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

<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>				<b>55</b>		
<b>Corporate/Business Entity Name:</b>		WSP USA INC.				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		One Penn Plaza, 4th Flr, 250 W. 34th Street		<b>Website:</b> www.wsp.com		
<b>City, State and Zip Code:</b>		New York, NY 10119		<b>POC Name:</b> Syndi Dudley <b>Email:</b> Syndi.Dudley@wsp.com		
<b>Telephone No:</b>		909-994-5516		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>		300 S. 4th St. Suite 1200		<b>Website:</b> WWW.WSP.COM		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89101		<b>Local Fax No:</b> 725-724-4401		
<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 (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.

Dudley, Syndi (USSD682638)	Syndi Dudley
Signature	Print Name
Senior Vice President	12/17/24
Title	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