

**SUPPLEMENTAL NO. 1 TO THE
PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR
FLAMINGO WASH, MARYLAND PARKWAY TO PALOS VERDES STREET**

THIS Supplemental No. 1 Contract, made and entered into this 17th day of May, 2022, between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY", and WSP USA SOLUTIONS, INC. fka LOUIS BERGER U.S., INC., a WSP company, a corporation authorized to do business under the laws of the State of Nevada, hereinafter referred to as "ENGINEER".

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	Syndi Dudley, PhD, P.E., Sr. Director, Local Business Leader WSP USA Solutions, Inc. fka Louis Berger U.S., Inc., a WSP company 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 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, 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, and additional Survey and Right-of-Way design the Tropicana Wash; and,

WHEREAS, the COUNTY desires additional professional engineering services for access control, fencing and retrofitting the rectangular channel portion of the Tropicana Wash at Flamingo Wash to an enclosed structure in the Tropicana Wash, north of Flamingo Road; and,

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 October 2, 2019 as follows:

ARTICLE I: DEFINITIONS

Add Exhibit "A-1" For Direct Salaries effective June 1, 2022.

ARTICLE II: SCOPE OF SERVICES

2.02 Basic Engineering Services

Add the following to the end of this Section:

Y. Access Control Alternatives Analysis: ENGINEER shall evaluate options for installing access control measures at the culvert openings. Access control measures shall include, but not be limited to: fixed grates, removable/lift-able grates, and lockable gates. ENGINEER shall attend coordination meetings with the COUNTY and CCRFCD. The alternatives analysis, advantages, disadvantages, and preliminary cost estimates shall be summarized in a memorandum.

- a. Deliverable: Electronic copy in .pdf (300 dpi) format and electronic copies of the backup calculations.

Z. Channel Formliner and Renderings: ENGINEER shall prepare formliner alternatives and visual renderings for decorative patterns along the top of the channel wall. ENGINEER shall also prepare construction details for the selected alternative.

- b. Deliverable: Hard copies (11"x17") and an electronic copy in .pdf (300 dpi) format of the formliner alternatives and visual renderings.

AA. Extruded Metal Fencing Layout: ENGINEER shall replace chain-link and wrought iron perimeter fence with 8-foot tall extruded metal fencing between Palos Verdes Street and University Center Drive, and Cambridge Street and Maryland Parkway. ENGINEER shall replace approximately 600 linear feet chain-link fence with 8-foot tall extruded metal fencing downstream of Maryland Parkway, on the south side of the Flamingo Wash. ENGINEER shall attend a site visit to inspect the site and determine security measures for the fences.

- Plans for the fence replacement downstream of Maryland Parkway will be based off COUNTY supplied aerial imagery.
- COUNTY to provide draft installation details and special provisions.
- COUNTY to provide aerial imagery for the project downstream (east) of Maryland Parkway

BB. Tropicana Wash Channel Retrofit Design: ENGINEER shall enclose the existing partially open channel adjacent to the Las Vegas Grand Apartments entrance. All work will be within an existing drainage easement. A grated opening (approximately 10-foot x 16-foot) shall be provided for access and off-site flow collection. The task will require additional survey, Right-of-Way, hydrologic analysis, civil engineering, and structural engineering. ENGINEER shall assist the COUNTY with property owner coordination.

- Deliverable: 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, and all design updates as needed or as required by the Director.
- Deliverable: An electronic copy of final plans (full size), special provisions, and technical appendices in .pdf (300 dpi) format or other appropriate format shall be submitted.

ARTICLE IV: TIME OF PERFORMANCE

Replace the Section 4.01 Time of Performance with the following:

4.01 Time of Performance

Subject to Section 4.02 hereof, the ENGINEER shall complete the following specific tasks, and all the work preceding such tasks on or before the date set out below:

<u>TASK</u>	<u>COMPLETION TIME</u>
2.02 T 60% Plan Submission	Within 30 calendar days following the receipt of the notice from the Director to begin work under this Supplemental No. 1 Contract.
2.02 V 90% Plan Submission and Final Design Report	Within 60 calendar days following the receipt of comments from the Director on the 60% Plan Submission.
2.02 W Final Plans and Special Provisions	Within 45 calendar days following the receipt of comments from the Director on the 90% Plan Submission.
2.02 X Bidding Assistance Phase	Beginning when Project is advertised and lasting until Project is awarded to low bidder.
2.03 Special Services	Within time period as specified by the Director.

Except as provided above, the ENGINEER shall complete all Basic Services and authorized Special Services within completion times as set forth above and by the end of July 1, 2024, unless the COUNTY amends such date.

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 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 Three Hundred Sixty-Five Thousand Eight Hundred Eighty and 00/100 Dollars (\$365,880.00) for the Basic Service fees, One Hundred Forty-Three Thousand Eight Hundred Twenty and 00/100 Dollars (\$143,820.00) 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.

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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 to X	\$299,900.00
Task Y to BB	\$65,980.00
2.03 Special Services	
Task A to J	\$79,300.00
Previously Authorized Tasks	\$64,520.00
Basic Services Subtotal	\$365,880.00
Special Services Subtotal	\$143,820.00
Total all Tasks	\$509,700.00

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EXHIBIT "A-1"
MAXIMUM DIRECT SALARY OF THE
ENGINEER'S EMPLOYEES STANDARD RATES
EFFECTIVE June 1, 2022

CLASSIFICATION	DIRECT SALARY (Not to Exceed) (Standard Rates)
<u>Principal in Charge</u>	\$110.00
<u>Project Manager</u>	\$100.00
<u>QA/QC Engineer</u>	\$80.00
<u>Senior Civil Engineer</u>	\$80.00
<u>Project Engineer</u>	\$75.00
<u>Civil Engineer/Hydrologist</u>	\$70.00
<u>Designer</u>	\$60.00
<u>Senior Environmental Specialist</u>	\$70.00
<u>Environmental Specialist</u>	\$55.00
<u>Senior Structural Engineer</u>	\$100.00
<u>Structural Engineer</u>	\$70.00
<u>Structural Designer</u>	\$50.00
<u>Senior CAD Technician</u>	\$55.00
<u>CAD Technician</u>	\$35.00
<u>Project Assistant</u>	\$65.00

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The remainder of the Professional Engineering Services Contract dated October 2, 2019, remains unchanged.

IN WITNESS WHEREOF, the Parties have executed this Supplemental No. 1 Contract as of the date herein above set forth.

CLARK COUNTY, NEVADA

WSP USA SOLUTIONS, INC. fka
LOUIS BERGER U.S., INC., a WSP company

Randall J. Tarr
Deputy County Manager


Syndi Dudley, PhD, P.E.
Sr. Director, Local Business Leader

APPROVED AS TO FORM:


Laura C. Rehfeldt
Deputy District Attorney

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ 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.)						
(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: Syndi Dudley		
				Email: Syndi.Dudley@wsp.com		
Telephone No:		212-465-5000		Fax No: 212-465-5096		
Nevada Local Street Address:		300 S. 4th Street, Suite 1200		Website: www.wsp.com		
(If different from above)						
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
(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

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

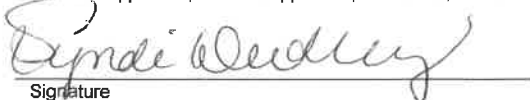
(If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

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

Syndi Dudley, PhD, PE

Print Name

Sr. Director, Local Business Leader

4/25/22

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