

AMENDMENT NO. 4

**160190-DC PRIME DESIGN SERVICES CONTRACT FOR
CHARLESTON BOULEVARD – RANCHO DRIVE TO SHADOW LANE MEDICAL DISTRICT
PEDESTRIAN UPGRADES**

MWA 156

THIS AMENDMENT NO. 4 is made and entered into this _____ day of _____, _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), and HDR ENGINEERING, INC. a Corporation (hereinafter the "Company") having its principal office located at 6750 Via Austi Parkway, Suite 350, Las Vegas, NV 89119.

WHEREAS, the City and the Company have entered into that certain 160190-DC Prime Design Services Contract for Charleston Boulevard – Rancho Drive to Shadow Lane Medical District Pedestrian Upgrades, Contract dated April 25, 2016 (the "Contract"); and

WHEREAS, the City and the Company have entered into that certain Amendment No. 1, dated October 9, 2018; and

WHEREAS, the City and the Company have entered into that certain Amendment No. 2, dated August 24, 2020; and

WHEREAS, the City and the Company have entered into that certain Amendment No. 3, dated March 23, 2022; and

WHEREAS, the City desires to further modify the services of the Consultant to provide Construction Support Services.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Contract:

1. Exhibit A-4 Scope of Services attached.
2. No change to Exhibit "B" Required Submittals.
3. No change to Exhibit "C" Performance Schedule.
4. Exhibit "D" Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by \$150,000, from \$1,554,333 to \$1,704,333.
5. Exhibit "D-4" Fee Breakdown Basic Services is hereby amended to increase the Basic Services referenced herein by \$150,000, from \$924,333 to \$1,074,333.

6. No Change to Exhibit “E” Additional Compensation
7. No change to Exhibit “F” Key Personnel List
8. No change to Exhibit “H” Disclosure of Ownership/Principals
9. The Parties represent and acknowledge that as of the date of this Amendment No. 4 neither party (i) is in default under the terms of the Contract; (ii) has any defense, set off, or counterclaim to the enforcement by either party of the terms of the contract; and (iii) is aware of any action or inaction by either party that would constitute a default by either party under the Contract.
10. In the event of a conflict between any provision(s) of the Contract and of this Amendment No. 4, this Amendment No. 4 shall control.
11. In all other respects, the Contract is hereby ratified and confirmed, in full.
12. Counterparts. This Amendment No. 4 may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

Contract No. 160190-DC
Charleston Blvd – Rancho Dr to Shadow Ln
Medical District Pedestrian Upgrades
Amendment No.4

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment No. 4 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

HDR ENGINEERING, INC.

DocuSigned by:
Craig W. Smart 3/7/2024 | 2:22 PM PST
B42E57E3FF64400...
Craig W. Smart, Associate Vice President Date

Tonya Kemble, Manager, Purchasing and Contracts

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
John S. Ridilla 3/7/2024 | 12:06 PM PST
B4B55ADEFB494B5...
Deputy City Attorney Date

CONTRACT AMENDMENT NO. 4

EXHIBIT A-4 SCOPE OF SERVICES

**160190-DC PRIME DESIGN SERVICES CONTRACT FOR
CHARLESTON BOULEVARD – RANCHO DRIVE TO SHADOW LANE MEDICAL DISTRICT
PEDESTRIAN UPGRADES**

107 Construction Support Services

The Consultant shall provide support as described in Articles 107 and 108 of the Contract and as described below on a time and materials basis:

- Project Site Visits to examine construction work.
- Attend construction progress meetings, as necessary.
- Respond to Contractor's Request for Information (RFI).
- Additional Design as needed to address RFIs.
- Assist with the processing of construction change orders.
- Third Party review of change order costs.
- Attend final walk-through.
- Assist with the punch list preparation.
- Any post construction phase work such as assistance with record drawings.

CONTRACT AMENDMENT NO. 4

EXHIBIT D-4 CONTRACT MODIFICATION FEE BREAKDOWN

EXHIBIT D-4: CONTRACT MODIFICATION #4 FEE BREAKDOWN		
TASK	DESCRIPTION	Task Amount
107	Construction Support Services	\$150,000.00