

**AMENDMENT NO. 4****110110-TF BUFFALO DRIVE TRAFFIC IMPROVEMENT AND STREET REHABILITATION PROJECT**

THIS AMENDMENT NO. 4 is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), and AtkinsRealis USA Inc. a Corporation (hereinafter the "Company") having its principal office located at 2270 Corporate Circle Drive, Suite 200, Henderson, NV 89074.

WHEREAS, the City and the Company have entered into that certain 110110-TF, Buffalo Dr Traffic Improvements and Street Rehabilitation Project, Contract dated January 5, 2011 (the "Contract"); and

WHEREAS, the City and the Company have entered into that certain Contract Amendment No. 1, dated August 7, 2013; Contract Amendment No. 2, dated December 4, 2018; and Contract Amendment No. 3, dated March 22, 2022.

WHEREAS, since entering into the Contract, the City desires to further modify the services of the Consultant to incorporate a redesign of northwest corner at Buffalo Drive and Charleston Boulevard to address right-of-way concerns.

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. Exhibit "B" All submittal requirements are outlined in Exhibit A-4. Scope of Services.
3. Exhibit "C" Performance Schedule extended to complete this additional work.
4. Exhibit "D-4" Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by \$30,050.20, from \$537,177.20 to \$567,227.40.
5. Exhibit "D-4" Fee Breakdown Basic Services is hereby amended to increase the Basic Services referenced herein by \$20,050.20, from \$477,170.40 to \$497,220.60.
6. Exhibit "E-4" Fee Breakdown Additional Services is hereby amended to increase the Additional Services referenced herein by \$10,000.00, from \$60,006.80 to \$70,006.80.
7. Exhibit "F-4" Key Personnel List change is attached
8. Exhibit "H-4" Disclosure of Ownership/Principals is attached

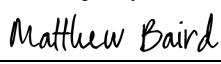
9. The Parties represent and acknowledge that as of the date of this Amendment No. 4 neither party (i) is in default under the terms of the Contract; (ii) has any defense, set off, or counterclaim to the enforcement by either party of the terms of the contract; and (iii) is aware of any action or inaction 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 as previously amended and 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.

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**

**AtkinsRealis USA Inc.**

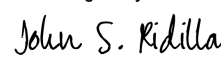
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Tonya Kemble, Manager, Purchasing and Contracts

DocuSigned by:  
  
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Matt Baird, Sr Division Manager  
1/31/2024 | 2:34 PM PST  
Date

ATTEST:

\_\_\_\_\_  
LuAnn D. Holmes, MMC  
City Clerk  
Date

APPROVED AS TO FORM:

DocuSigned by:  
  
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1/31/2024 | 2:19 PM PST  
Deputy City Attorney  
Date

**CONTRACT AMENDMENT NO. 4****EXHIBIT A-4 SCOPE OF SERVICES****110110-TF, Buffalo Dr Traffic Improvements and Street Rehabilitation project****BACKGROUND**

Included in the prime contract are items related to addressing 90% design comments, and progressing the final design package to 100% plans, specifications, and estimate (PS&E) package.

Following the 90% review comments, a subsequent change in direction regarding the scope at the northeast corner of the Buffalo Drive and Charleston Boulevard intersection, requires additional work effort. The northeast corner design will be modified to remove all construction items and utility relocations as necessary to stay within the existing right-of-way. This change is required due to unsuccessful Right-of-Way and utility easement negotiations with the adjacent property owner. Design of the roadway alignment to remove the westbound right-turn lane, ADA ramp, signing and striping plans, and traffic signal plans will be updated to reflect the right-of-way limitations in the northeast corner. Additionally, a traffic analysis will be provided to document traffic operations resulting from the removal of the westbound right-turn lane.

**500.1R – 100% Submittal – Additional Funding**

For accounting purposes, the unused and remaining balance of \$11, 669.80 for work on the 100% plans revisions will be moved and combined with the new funds created in 500.2R below.

**500.2R – Complete 100% PS&E Submittal**

Additional work for 100% plans includes revisions to northeast corner for removal of westbound right-turn lane and establishing the existing curb/gutter and sidewalk, verification of existing ADA ramp and (geometric layout and grading) changes, if necessary, revisions to signing and striping plans to reflect the existing location of ADA ramp, revisions to demolition and construction plans to show existing utilities to remain in place, and revisions to traffic signal design due to use of existing ADA ramp. Utility coordination documents will be revised to eliminate relocation of utilities in the northeast corner of the intersection. Additional services work also includes traffic operations memorandum to document the traffic impacts of removing the westbound right-turn lane. The traffic analysis will include collection of turning movement counts during the morning and afternoon peak hours, traffic operational analysis of existing conditions, an analysis of the current right-turn design, and an analysis of existing conditions with a modified design to possibly mitigate issues using alternative traffic signal sequences.

Submittals will include:

- 100% Plans, Specifications, and Estimate (PSE)
- Traffic Analysis Memorandum

## EXHIBIT E-4 COMPENSATION

### 500 CONSULTANT HOURLY RATES

**500.1.** The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.C and Exhibit E, and profit. This includes, but is not limited to, all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

CLASSIFICATION	MAXIMUM HOURLY RATE*
Principal	\$300
Project Manager	\$270
Senior Engineer	\$165
Project Engineer	\$120
Senior Designer	\$120
CAD Tech	\$75

\* The City will not reimburse for overtime rates

## 501      **ADDITIONAL SERVICES RATES**

**501.1.** The cost of the following potential future Additional Services have been negotiated as of the date of this Contract.

<b>ADDITIONAL SERVICE</b>	<b>SUBMITTALS</b>	<b>SCHEDULE IMPACT</b>	<b>FIXED FEE</b>
Reference the following Exhibit E-4: Additional Services Fee Breakdown.			\$0
			\$0
			\$0

**501.2.** These Additional Services Rates are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit.

**501.3.** For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of one (1.0) times the amounts billed to the Consultant for such services. The Consultant may bill for their expenses in managing the Additional Service of sub-consultants, the amount of which is already included in the above Additional Service Rates or, if not listed in the above Additional Service Rates, shall be approved by the City in writing prior to the Consultant or sub-consultant providing the services.

**501.4.** The Consultant agrees to provide services in connection with the Project, which are in addition to those required by Exhibit "A" for Basic Services, as Additional Services if so requested by the City in writing. Such requests may include, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

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**EXHIBIT E-4: ADDITIONAL SERVICES FEE BREAKDOWN**  
**Buffalo Drive Traffic Improvements and Street Rehabilitation Project**  
**Amendment No. 4**

TASK	DESCRIPTION	Direct Expenses	Task Amounts
	<b>ADDITIONAL SERVICES</b>		
	Additional Design and Construction Services	\$ 10,000.00	\$ 10,000.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
	<b>Total Additional Services - Fee</b>	\$ 10,000.00	\$ 10,000.00

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## **EXHIBIT F-4 KEY PERSONNEL LIST**

### **600 CITY PERSONNEL**

**600.1 CITY REPRESENTATIVE:** David Morreale, PE

**600.2 CITY REPRESENTATIVE'S SUPERVISOR:** Gina Venglass, PE

### **601 CONSULTANT'S PROJECT STAFF**

**601.1** The following personnel will be assigned by to work on the Project. Any changes or additions require City approval.

**601.1.a** **CONSULTANT REPRESENTATIVE** (who may also be one of the following staff): Kevin A. French, PE

**601.1.b** **CONSULTANT REPRESENTATIVE'S SUPERVISOR**: George Villarreal, PE

**601.1.c** **RESPONSIBLE IN CHARGE PERSON\***: Kevin A. French

\* List name of individual Architect, individual Engineer, or Contractor company name as licensed:

**601.1.d** **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**

List Architect, Engineer, or Contractor license number: NV 23484

**END OF EXHIBIT "F"**