

CONTRACT MODIFICATION NO. 3
La Madre Foothills & Kyle Canyon Special Area Plans

THIS MODIFICATION NO. 3 (this "Modification") is being entered into, effective as of _____, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and SmithGroup, LLC, (hereinafter the "Company"), a limited liability company, having its principal office located at 455 North Third Street, Suite 250, Phoenix, AZ 85004.

The purpose of this Modification is to add \$30,000 to Additional Services to support completion of the project.

The Professional Services Contract for 230094-JH, La Madre Foothills & Kyle Canyon Special Area Plans between the City and the Company dated June 5, 2023 and revised on December 18, 2023 pursuant to Modification No. 1 and June 6, 2024 pursuant to Modification No. 2 (the "Contract"), is hereby further modified as follows:

1. Section A-1 Summary of Contract

REFERENCE: A-1 (a) Contract Amount

DELETE: Basic Services \$250,000
Additional Services \$ 70,000
Total Contract Amount \$320,000

ADD: Basic Services \$250,000
Additional Services \$100,000
Total Contract Amount \$350,000

2. Section C - Scope of Work

REFERENCE: C-2 Contract Amount/Deliverables/Schedule/Fees

DELETE: C-2 (a) The Contract Amount shall not exceed \$320,000 including Basic Service for all plans and Additional Services.

REPLACE WITH: C-2 (a) The Contract Amount shall not exceed \$350,000 including Basic Service for all plans and Additional Services.

DELETE: C-2 (c) **Additional Services.** For any services not set forth in the Scope of Services, the Consultant shall receive prior written approval for additional services. Upon receiving written approval by City's Representative, the City shall pay up to the Not-to-Exceed amount of **\$70,000.**

REPLACE WITH: C-2 (c) **Additional Services.** For any services not set forth in the Scope of Services, the Consultant shall receive prior written approval for additional services. Upon receiving written approval by City's Representative, the City shall pay up to the Not-to-Exceed amount of **\$100,000.**

3. Exhibit C ADDITIONAL COMPENSATION

REFERENCE: EXHIBIT C ADDITIONAL COMPENSATION

DELETE:

ADDITIONAL SERVICES ALLOWANCE	
TOTAL NOT-TO-EXCEED COST	<u>\$70,000</u>

REPLACE WITH:

ADDITIONAL SERVICES ALLOWANCE	
TOTAL NOT-TO-EXCEED COST	<u>\$100,000</u>

DELETE:

Additional Services Authorized by written request from City Representative Only see Exhibit C, Not – To – Exceed Amount	<u>\$70,000</u>
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REPLACE WITH:

Additional Services Authorized by written request from City Representative Only see Exhibit C, Not – To – Exceed Amount	<u>\$100,000</u>
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4. General

In the event of any conflict between the Contract and this Modification, the provisions of this Modification take precedence. All other Contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

COMPANY

Signature Date

Printed Name

Title

9976AB50711A4DD
Brad Woodman
12/14/2024 | 10:33 AM

Signature Date
Brad Woodman

Printed Name
VP

Title

ATTEST:

Dr. LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

Docusigned by:
Carmen Gilbert
12/12/2024 | 4:09 PM PST

8862965F49B8449...
Deputy City Attorney Date
Carmen Gilbert

Printed Name