

**AMENDMENT NO. 1**

**200169-JH, Summerlin Parkway Trail – Rampart Blvd to Anasazi - Final Design**

THIS AMENDMENT NO. 1 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 Atkins North America, Inc., a Corporation (hereinafter the "Company") having its principal office located at 2270 Corporate Circle, Suite 200, Henderson, Nevada 89074.

WHEREAS, the City and the Company have entered into that certain 200169-JH, Summerlin Parkway Trail – Rampart Blvd to Anasazi Dr. - Final Design contract, dated March 5, 2020 (the "Contract"); and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to perform additional engineering design services.

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

1. See attached Exhibit A-1, Scope of Services.
2. All submittal requirements are outlined in Exhibit A-1, Scope of Services.
3. See attached Exhibit "C-1" Performance Schedule change allowed to complete these additional services.
4. Exhibit "D", Fee Breakdown, is hereby amended to increase the total compensation of the entire Agreement referenced herein by \$359,468 from \$1,245,290 to \$1,604,758.00.
5. Exhibit "D-1" Basic Services Fee Breakdown is hereby amended to increase the Basic Services referenced herein by \$284,468.00, from \$995,850.00 to \$1,280,318.00.
6. Exhibit "E-1", Additional Services Fee Breakdown is hereby amended to increase the allowance of additional services by \$75,000.00, from \$249,440.00 to \$324,440.00.
7. Exhibit "F-1" Key Personnel List is attached.
8. A new Exhibit "G-1" Disclosure of Ownership/Principals is attached
9. The Parties represent and acknowledge that as of the date of this Amendment No. 1, 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. 1, this Amendment No. 1 shall control.

11. In all other respects, the Contract is hereby ratified and confirmed, in full.

12. Counterparts. This Amendment No. 1 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.

The parties agree that this Amendment may be signed electronically via the Owner’s designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment No. 1 to be executed by their duly authorized representatives.

**CITY OF LAS VEGAS**

**ATKINS NORTH AMERICA, INC.**

\_\_\_\_\_  
TONYA KEMBLE Date  
Manager, Purchasing and Contracts

DocuSigned by:  
*Matthew S Baird* 6/17/2023 | 7:34 AM PDT  
E75F3A4B594B462...  
\_\_\_\_\_  
Matthew S. Baird, Vice President Date

ATTEST:

\_\_\_\_\_  
LUANN D. HOLMES, MMC Date  
City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
*John S. Ridilla* 6/17/2023 | 7:28 AM PDT  
B4B55ADEFB494B5...  
\_\_\_\_\_  
Deputy City Attorney Date

## **AMENDMENT NO. 1**

### **EXHIBIT A-1 – SCOPE OF SERVICES**

#### **SUMMERLIN PARKWAY TRAIL RAMPART TO ANASAZI – FINAL DESIGN**

**Masterworks No. MWA111**

**CONTRACT NO. 200169-JH**

#### **BACKGROUND Additional Trail Alignment**

The Project's 90% design western terminus for the trail is the south side of Summerlin Parkway at Anasazi Drive. Clark County's 215 Western Beltway / Summerlin Parkway Interchange project's 90% design eastern terminus for the trail is on the north side of Summerlin Parkway east of the 215 Beltway. The City has asked for this design to be extended to the west to connect to the interchange trail, thereby providing a complete trail system from the Western Beltway to Rampart Boulevard.

#### **AMENDMENT 1 Anasazi to 215 Beltway Additional Trail Design**

The Consultant will extend the project limits to include approximately 4,600 linear feet of 12-foot wide trail on the north side of Summerlin Parkway, connecting to the trail design for the Summerlin Parkway / Western Beltway interchange terminating at the existing ramp at the northwest corner of the Anasazi Drive / Summerlin Parkway interchange.

#### **201 General:**

Provide Project Management, attend progress meetings, coordinate with utilities including ongoing coordination with NV Energy, project permits, and general items related to the project delivery.

#### **202 Survey, Right-of-Way, Subsurface Investigation:**

Provide additional survey, update record of Survey, Right-of-Way and Right-of-Way setting documents and plans.

#### **203 90% Design Plans**

Modify the existing porkchop median island at the northwest corner of the Anasazi Drive / Summerlin Parkway interchange to provide an at grade crossing for pedestrians.

Modify the existing median at the center of Anasazi Drive to provide an at grade crossing through the median and access to the existing sidewalk ramp on the northeast corner of the Anasazi Drive / Summerlin Parkway interchange.

Add porkchop median island to northeast corner of the Anasazi Drive / Summerlin Parkway interchange with opening for pedestrians..

Add pedestrian crosswalks on Anasazi Drive at three locations; modify crosswalks on the northeast corner of the Anasazi Drive / Summerlin Parkway interchange to direct pedestrians to and from the new porkchop median island.

Modify the existing traffic signal to add pedestrian push buttons at three locations: in the existing porkchop in the northwest corner, in the existing median for the crossing, and in the new porkchop median island in the northeast corner of the Anasazi Drive / Summerlin Parkway interchange. Remove existing pedestrian push button from the northeast corner of the intersection.

Provide trail striping and signing consistent with the current design.

Provide desert landscaping consistent with the current design.

Provide ITS conduit and pull boxes along trail alignment consistent with the current design.

Provide trail lighting with associated conduits consistent with the current design.

Provide structural design for retaining walls.

## **204 100% Design Plans**

Address comments from 90% plan submittal

Incorporate all items from 203 into overall plans as one complete plan set.

### ***Deliverables:***

90% design plans, stand alone, but with sheet numbering consistent with overall plans for future incorporation into overall plans.

100% plans with the Amendment 1 trail extension incorporated for one complete plan set.

### **Additional Services**

The total allowance for additional engineering design services will cover any necessary design services related to the expanded scope of the project, as well as construction support services that may include, but is not limited to the following:

- Attend the pre-construction meeting
- Review Contractor's submittals for manufacture certifications, installation instructions, shop drawings and service connections, as well as value engineering proposals, etc.
- Attend construction progress meetings as necessary
- Project Site Visits to examine the construction work
- Respond to Contractor's Request for Information (RFI)
- Additional design if needed to address RFIs
- Prepare 3<sup>rd</sup> Party Review documentation for all Change Orders as required by the federal process
- Attend final walk-through

**EXHIBIT C-1: PERFORMANCE SCHEDULE**

<b>PHASE</b>	<b>CALENDAR DAYS TO COMPLETE</b>	<b>REMARKS</b>
90% DESIGN PHASE	90	Amendment 1 stand alone submittal with plans consistent with overall plans for 100% submittal incorporation.



**EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN**

TASK	DESCRIPTION	Direct Expenses	Task Amounts
	<b>ADDITIONAL SERVICES</b>		
	Additional Design Services	\$ -	\$ 75,000.00
	<b>Total Amendment Additional Services - Fee</b>	\$ -	\$ 75,000.00

**EXHIBIT “F-1”**

**KEY PERSONNEL LIST**

**ARTICLE 600: CITY PERSONNEL**

- 600.1 CITY REPRESENTATIVE: Gina Venglass, PE
- 600.2 CITY REPRESENTATIVE'S SUPERVISOR: Rosa Cortez, PE

**ARTICLE 601: CONSULTANT’S PROJECT STAFF**

- 601.1 The following personnel will be assigned by the Consultant to work on the Project. Any changes or additions require City approval.
- 601.1.1 CONSULTANT REPRESENTATIVE: Michael D. Lanum, PE
- 601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Matt Baird, PE
- 601.1.3 PROJECT MANAGER: Michael D. Lanum, PE
- 601.1.4 **RESPONSIBLE IN CHARGE PERSON**  
List name of individual Engineer as licensed: Michael D. Lanum, PE
- 601.1.5 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**  
List Engineer license number: 020852

**ARTICLE 602: CONSULTANT’S SUBCONSULTANTS**

- 602.1 The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.
- 602.1.1 AERIAL MAPPING: Aerotech Mapping Inc.
- 602.1.2 ENVIRONMENTAL: Not Applicable
- 602.1.3 UTILITY COORDINATION: Complete Utility Solutions
- 602.1.4 STRUCTURAL ENGINEER: Not Applicable
- 602.1.5 ELECTRICAL ENGINEER: P.K. Electric
- 602.1.6 LANDSCAPE DESIGN: Not Applicable
- 602.1.7 INDEPENDENT COST ESTIMATOR (NOT the Consultant): Not Applicable
- 602.1.8 GEOTECHNICAL ENGINEER: Geotechnical & Environmental Services, Inc.
- 602.1.9 LAND SURVEYOR: Not Applicable
- 602.1.10 POTHOLING: KCI Technologies

END OF EXHIBIT “F-1”

**EXHIBIT “G-1”****DISCLOSURE OF OWNERSHIP/PRINCIPALS****1. Definitions**

“City” means the City of Las Vegas.

“City Council” means the governing body of the City of Las Vegas.

“Contracting Entity,” means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

“Principal” means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

**2. Policy**

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

**3. Instructions**

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

**4. Incorporation**

This Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

<b>Block 1: <u>Contracting Entity</u></b>	<b>Block 2: <u>Description / Subject Matter of</u></b>
<b>Name:</b> Atkins North America, Inc.	<b>Contract Services for:</b> Summerlin Parkway Trail -
<b>Address:</b> 2270 Corporate Circle, Suite 200, Henderson, NV 89074	Rampart Blvd to Anasazi - Final Design
<b>Telephone:</b> (702) 263-7275	<b>Project Number:</b> 200169-JH
<b>EIN or DUNS :</b>	

<b>Block 3: <u>Type of Business</u></b>
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS  
 (CONTINUED)**

**Block 4: Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Atkins North America, Inc. is a wholly owned subsidiary of The Atkins North America Holdings Corporation. The Atkins North America Holdings Corporation is a wholly owned subsidiary of Atkins US Holdings, Inc. Atkins US Holdings, Inc. is a wholly owned subsidiary of SNC-Lavalin Group, Inc., (traded on the Toronto, Canada exchange). The Atkins North America Holdings Corporation and Atkins North America, Inc. do not own shares in SNC-Lavalin Group, Inc.	4030 West Boy Scout Boulevard, Ste. 700 Tampa, FL 33607	803-282-7275
2.			
3.			
4.			

The Contracting Entity shall continue the above list on a sheet of paper entitled “Disclosure of Ownership/Principals – Continuation” until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: \_\_\_\_\_

**Block 5: Disclosure of Ownership and Principals – Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: \_\_\_\_\_

Date of Attached Document: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Matthew S. Baird  
 MATTHEW S. BAIRD, VICE PRESIDENT

Name

4/3/2023

Date

Subscribed and sworn to before me this 3rd day of

April, 2023

Nicole Holly  
 Notary Public

