

AMENDMENT NO. 1

Year 14 and 15 of the Small Diameter Pipeline Assessment Program: 15 Year Cycle

THIS AMENDMENT NO. 1 is made and entered into on _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the “City”), and Brown and Caldwell a Corporation (hereinafter the “Company”) having its principal office located at 8337 West Sunset Road, Suite 310, Las Vegas, Nevada 89113.

WHEREAS, the City and the Company have entered into that certain Assessment Services Contract for Year 14 and 15 of the Small Diameter Pipeline Assessment Program: 15 Year Cycle, Contract dated December 7th, 2023 (the “Contract”); and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to provide for additional funding for each year to complete the terms of the contact.

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” Scope of Services, no change
2. Exhibit “B” Required Submittals, no change
3. Exhibit “C” Performance Schedule, delete and replace section 301.1 as shown to provide for additional funding for each year of contract.
4. Exhibit “D” Fee Breakdown, delete and replace Section 400.1 and add Section 400.2 and 400.3 as shown, to increase the total compensation of the entire Agreement referenced herein by \$5,997,443.43, from \$4,002,556.57 to not to exceed \$10,000,000.00. Actual annual amounts will be negotiated and encumbered each year remaining in contract.
5. Exhibit “E” Compensation, no change
6. Exhibit “F” Key Personnel List, no change
7. The Parties represent and acknowledge that as of the date of this Amendment No. 1 neither party is aware of any action or inaction by the other party that would constitute a default by the other party under the Contract.
8. 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.

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

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 City'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.

CONTRACT AMENDMENT NO. 1**EXHIBIT C PERFORMANCE SCHEDULE****Year 14 and 15 of the Small Diameter Pipeline Assessment Program: 15 Year Cycle****301 SCHEDULE OF SERVICES**

301.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall accomplish the services in accordance with the following schedule:

The term of this contract is three (3) years but funded annually in an amount not to exceed \$10,000,000.00 cumulatively. Subject to any limitations stated in the Consultant's proposal, the specified investigation shall be completed and the logs and reports delivered to the City within Three Hundred and Eleven (311) calendar days per each assessment year, barring circumstances beyond the Consultant's control that force a delay.

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Project Management	311 Days	Includes 3 week City review period.
Inspection of Pipelines and Manholes	210 Days	Occurs concurrently throughout project..
Location of Service Laterals	240 Days	Occurs concurrently throughout project.
Review of Field Inspections	150 Days	Occurs concurrently throughout project.
Condition Assessment Reporting	201 Days	Includes 3 week City review period for all reports. Occurs concurrently throughout project.
GIS Services	265 Days	Occurs concurrently throughout project.
TOTAL	311 Days	

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EXHIBIT D FEE BREAKDOWN

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400 TOTAL COMPENSATION

- 400.1** The term of this contract is three (3) years but funded annually in an amount not to exceed \$10,000,000.00 cumulatively.
- 400.2** The total compensation to be paid for this first year to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed \$4,002,556.57. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).
- 400.3** The annual amount for each subsequent year will be negotiated at the annual renewal period and agreed to by the Consultant and City.