

AMENDMENT NO. 1**Assessment Services Contract for Large Diameter Pipeline Assessment Phase 8, 5 Year Cycle**

THIS AMENDMENT NO. 1 is made and entered into this day _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), and Consor North America a Corporation (hereinafter the "Company") having its principal office located at 1120 Wigwam Parkway, Suite 110, Henderson, Nevada 89074.

WHEREAS, the City and the Company have entered into that certain Assessment Services Contract for Large Diameter Pipeline Assessment Phase 8, 5 Year Cycle, Contract dated March 15, 2023 (the "Contract"); and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to provide for annual funding each year over the five (5) year term of the contract.

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" All submittal requirements are outlined in Exhibit "A" Scope of Services, no change
3. Exhibit "C" Performance Schedule - delete and replace Section 301.1 as shown to provide for additional annual funding for each year of the 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 \$7,512,088.15, from \$2,487,911.85 to not to exceed amount of \$10,000,000.00. Actual annual amounts will be negotiated and encumbered each year remaining in contract.
5. Exhibit "E" Additional Compensation, no change
6. Exhibit "F" Key Personnel List, no change
7. Exhibit "H" Disclosure of Ownership/Principals, no change
8. 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.

9. 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.
10. In all other respects, the Contract is hereby ratified and confirmed, in full.
11. 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.

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

Conсор North America, Inc.

4/25/2024 | 4:53 PM EDT

Tonya Kemble, Manager, Purchasing and Contracts

Matthew Cass, P.E., Corporate Secretary Date

ATTEST:

LUANN D. HOLMES, MMC Date

City Clerk

APPROVED AS TO FORM:

4/23/2024 | 7:37 AM PDT

Deputy City Attorney Date

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EXHIBIT C PERFORMANCE SCHEDULE

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 remaining term of this contract is funded annually with a not to exceed amount of \$10,000,000.00. 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 Sixty Five (365) calendar days per each assessment year, barring circumstances beyond the Consultant's control that force a delay.

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EXHIBIT D FEE BREAKDOWN

400 TOTAL COMPENSATION

The remaining term of this contract is funded annually with a not to exceed amount of \$10,000,000.00.

400.1 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).

400.2 The annual amount for each subsequent year will be negotiated at the annual renewal period and agreed to by the Consultant and City.