

FIRST AMENDMENT TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE P2A PUMP STATION REHABILITATION

This First Amendment to the Professional Engineering Services Agreement for the P2A Pump Station Rehabilitation ("First Amendment") is made and entered into as of _____ ("Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation, ("City"), and Kleinfelder, Inc., *f.k.a.*, Poggemeyer Design Group, Inc, ("Consultant"; collectively, City and Consultant will be referred to as the "Parties").

RECITALS

WHEREAS, on November 2, 2022, the City and Consultant entered into the Agreement for Professional Engineering Services Agreement for the P2A Pump Station Rehabilitation ("Original Agreement"), which is attached hereto as "Exhibit A";

WHEREAS, the Parties wishes to amend the compensation terms of the Original Agreement from a not-to exceed value of Three Hundred Ninety-Four Thousand, To Hundred Fifty-Five Dollars and 00/100 (\$394,255.00) to a not-to-exceed value of Four Hundred Sixty-Nine Thousand, Six Hundred Fifty-Five Dollars and 00/100 (\$469,655.00); and

WHEREAS, the Parties wish to update the Consultant's name from Poggemeyer Design Group, Inc. to its new legal name of Kleinfelder, Inc ("Name Change"). A coy of documentation reflecting the name change is attached as "Exhibit B"; and

WHEREAS, the Parties wish to replace the Fee Schedule ("Fee Schedule)", which is attached hereto as "Exhibit C".

NOW, THEREFORE, in consideration of the above recitals and mutual promises contained herein, the parties hereto agree to amend the Original Agreement as follows:

AGREEMENT

1. Section VIII of the Original Agreement is hereby deleted and replaced with the following:

1. The City shall pay the consultant an amount for each of the tasks described in Exhibits "A" and "A-1" as follows:

<u>Basic Services – Task</u>	<u>Lump Sum Amount</u>
1. Project Management	\$ 32,280.00
2. Preliminary Engineering Services	\$106,639.00
3. Final Design Services	\$173,736.00
4. Bid Phase Support Services	\$ 11,764.00
5. Construction Management Support Services	\$ 29,836.00
	Subtotal <u>\$354,255.00</u>

Supplemental Services	Not-to-exceed	<u>Time & Material Amount</u>
		\$115,400.00
GRAND TOTAL	Not-to-Exceed	<u>\$469,655.00</u>

2. The Parties agree that where the name "Poggemeyer Design Group Inc." appears in the Original Agreement, should be replaced with "Kleinfelder, Inc.".

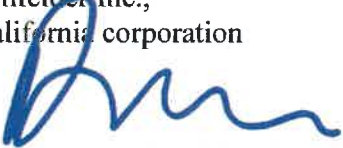
3. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

By: _____
Pamela A. Goynes-Brown, Mayor

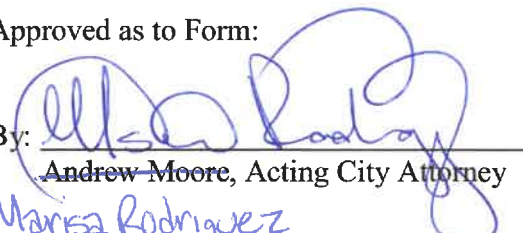
Kleinfelder Inc.,
a California corporation

By: 
Name: David S. Alexander, PE, CCM
Title: Nevada Area Manager

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: 
Andrew Moore, Acting City Attorney
