

**PRIME DESIGN SERVICES CONTRACT**  
**FOR**  
**REGIONAL AQUATIC CENTER AT PAVILION POOL**  
**AMENDMENT NO. 2**

THIS AMENDMENT NO. 02 is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), and Carpenter Sellers Del Gatto Architects a Corporation (hereinafter the "Company") having its principal office located at 8882 Spanish Ridge Avenue, Las Vegas, NV 89148.

WHEREAS, the City and the Company have entered into that certain Contract 210151-JL titled Regional Aquatic Center at Pavilion Pool, Contract dated March 10, 2021 (the "Contract"); and

WHEREAS, the City and the Company have entered into that certain Amendment No. 1, dated November 17, 2021; and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to add Construction Document, Bidding and Construction Administration.

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

1. Add Exhibit A-1 Scope of Services.
2. Add Exhibit B-1 Add Design Development Phase.
3. Add Exhibit C-1 Performance Schedule change to complete the additional scope.
4. Add Exhibit D-1 Fee Breakdown is hereby amended to increase the total contract amount from **\$405,590.00** to **\$1,152,265.00**. The Additional Service allowance is hereby amended to increase in total from **\$81,000** to **\$158,000.00**
5. Exhibit E no change to Additional Compensation
6. Exhibit F no change to Key Personal List
7. Exhibit G no change to Disclosure of Ownership/Principals
8. The Parties represent and acknowledge that as of the date of this Amendment No. 2 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. 2, this Amendment No. 2 shall control.
10. In all other respects, the Contract is hereby ratified and confirmed, in full.
11. Counterparts. This Amendment No. 2 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. 2 to be executed by their duly authorized representatives.

**CITY OF LAS VEGAS**

**CARPENTER SELLERS DEL GATTO ARCHITECTS**

\_\_\_\_\_  
Tonya Kemble, Manager, Purchasing and Contracts

  
Rick Sellers, Principal/President

  
Date

ATTEST:

\_\_\_\_\_  
LUANN D. HOLMES, MMC

Date

City Clerk

APPROVED AS TO FORM:

 6/28/22  
\_\_\_\_\_  
Deputy City Attorney Date

**John S. Ridilla**  
Chief Deputy City Attorney

## CONTRACT AMENDMENT NO. 2

### EXHIBIT A-1 SCOPE OF SERVICES

#### Regional Aquatic Center at Pavilion Pool

This Amendment No. 2 is to add the Construction Documents, Bidding, Construction Administration and Post Construction Services to the contract.

**102.1.5** Construction Document Phase

**102.1.6** Bidding Phase

**102.1.7** Construction Administration Phase

**102.1.8** Post Construction Phase

#### 107 CONSTRUCTION DOCUMENTS (CD) PHASE

**107.1** Upon authorization by the City to proceed with the Construction Documents Phase, the Consultant shall:

**107.2 CONSTRUCTION DOCUMENTS.** Based on the approved Design Development Submittal, review comments and any further adjustments in the scope or quality of the Project or in the Construction Cost Budget authorized by the City, the Consultant shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The Consultant agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the Consultant of responsibility for the professional and technical accuracy of such documents.

**107.3 BID DOCUMENTS.** The Consultant shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the Contract between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

**107.4 LEED EQUIVALENCY CREDITS REPORT.** Update the list of LEED equivalency credits to be attained and documentation to demonstrate the current status of each credit.

**107.5 ESTIMATES.** Prepare and submit a detailed Construction Cost Estimate at the 70 percent, 90 percent, and 100 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The Consultant shall advise the City of any adjustments to the Construction Cost Budget indicated by changes in the Construction Documents or resulting from a change in general market conditions.

**107.6 CONSTRUCTION SCHEDULE.** Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the Contractor to complete the Work, to be used in the bid documents and construction contract.

**107.7 REVIEWS.** Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The

Consultant's design team shall participate in design review meetings in which the City will present and discuss comments generated during review of the 50 percent and 90 percent CD Submittals.

- 107.8 CONSTRUCTABILITY AND BIDABILITY REVIEWS.** Should the City conduct constructability and bid ability reviews of the documents using City personnel, consultants, contractors or others, the Consultant shall meet, cooperate and coordinate with the reviewers, and promptly respond to and correct all deficiencies as directed by the City, at no additional cost to the City.
- 107.9 CD SUBMITTALS.** Provide ten (10) copies each of 70 percent, 90 percent and 100 percent final documents from this phase, and provide five (5) copies each at 70 percent final documents to the City for review and comment.
- **Prepare 70 percent Construction Documents**, including the following:
    - General
      - Completed title sheets, abbreviations, legends and site plans.
      - Responses to 100 percent Design Development review comments and incorporation into the documents as required.
      - Incorporation of all requirements and specific direction given by the City prior to the 70 percent CD Submittal.
      - Reference of all applicable codes, Project data and design numbers for rated assemblies.
    - Civil
      - Existing facilities plans showing all existing topography and improvements.
      - Utility distribution plans with sizes of all new and existing utilities.
      - Rough grading plans.
      - Finish paving and grading plans.
      - Horizontal control plans.
      - Horizontal and vertical control plans for all site lighting pole bases.
      - Details with references to the plans.
      - Final calculations required to meet all levels of completion.
    - Landscape
      - Landscaping plans denoting all materials and sizes.
      - Irrigation plans with sizing of all piping.
      - Details with references to the plans.
    - Architectural
      - Floor plans with all dimensions and room finishes noted.
      - All door, window, hardware, and glazing schedules complete.
      - Roof and reflected ceiling plans that reflect coordination with structural, mechanical, and electrical systems.
      - All elevations and sections.
      - Enlarged plans of specific rooms or areas as needed to accurately portray the work.
      - Interior and exterior details.
      - All section and detail bubbles completed to indicate the location of the sections and details.
    - Structural
      - Foundation plans including all dimensions.
      - Intermediate floor framing plans with complete section cuts and detail references.
      - Complete section and detail sheets.
      - Completed and detailed roof framing plans.
      - Final calculations required to meet this level of completion.

- o Mechanical/Plumbing
  - All HVAC sizing (ducts and equipment).
  - All air flow quantities noted.
  - All mechanical equipment and fixture schedules completed.
  - All pipe sizes noted.
  - Cathodic protection requirements specified.
  - Points-of-connection including invert elevations.
  - Completed riser diagrams.
  - All control diagrams shown and completed.
  - All details completed and referenced to the plans.
  - Final calculations required to meet this level of completion.
- o Electrical
  - All power, lighting and auxiliary systems plans reflecting complete circuiting.
  - Required single line drawings.
  - Completed panel schedules.
  - Electrical room details showing equipment in plan and elevation.
  - All special systems including grounding wells.
  - All details completed and referenced to the plans.
  - Fire alarm riser diagrams and zone schedules.
  - Final calculations required to meet this level of completion.
- o Add-Alternate
  - Alternate design documents for the inclusion of a bulk-head in the pool.
- o Specifications
  - Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
  - Final form technical specifications in CSI format.
- **Prepare 90 Percent Construction Documents**, including the following:
  - o Drawings
    - Complete drawings containing all the information listed in the preceding 70 percent Construction Documents section developed to 90% of final Ready to Bid drawings.
  - o Specifications
    - Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.
  - o Calculations
    - Complete Civil, structural, mechanical, plumbing, and electrical calculations.
  - o General
    - Incorporation of all requirements and specific direction given to the Consultant prior to the 90 percent CD Submittal.
    - Identify the need for special inspection services and specify types of special inspection required in the Construction Documents.
    - Provide Exterior Light Fixture cut sheets for review
- **Prepare 100% Construction Documents**, including the following:

- o Drawings
  - Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.
- o Specifications
  - Complete specifications, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.
- o Calculations
  - Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.
- o General
  - The Consultant shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the 100% Construction Documents Submittal. The Consultant shall provide the City a "Yellow Line" over "Red Line" corrections drawing check set or other quality control evidence confirming that all of the requirements, directions, changes and corrections have been incorporated into the documents.
  - The City shall give written approval of the final, corrected, Construction Documents prior to the Consultant proceeding with submittals to the City Purchasing Division for bidding or negotiation. The Consultant shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in **Exhibit "A"** and **Exhibit "B"**.

## 108 BIDDING PHASE

- 108.1** With approval of the Construction Documents and of the latest Construction Cost Estimate, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.
- 108.2** If the Bidding or negotiation Phase has not commenced within 90 days after the Consultant submits the final, corrected Construction Documents incorporating all permit plan check comments and regulatory requirements to the City ready for bidding, the Construction Cost Budget may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.
- 108.3** Upon authorization by the City to proceed with the bidding phase, the Consultant shall:
- 108.4** While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, Consultant shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.
- 108.5** Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. Consultant shall maintain a log of all revisions to the documents.

- 108.6 Attend and participate in the Pre-bid meeting.
- 108.7 Participate in bid evaluation and recommendations.
- 108.8 The City shall advise the Consultant of the award of the Construction Contract, and establish a Pre-Construction Conference.

## 109 CONSTRUCTION ADMINISTRATION PHASE

- 109.1 The Construction Administration Phase for the Project will commence with the City's issuance of the "Notice To proceed" to the Contractor for the Project and, together with the Consultant's obligation to provide the services under Section 1 and, if applicable, Section 2 shall terminate with the final payment to the Contractor or in the absence of the submission of the final certificate for payment or of such due date, sixty days after the date of Substantial Completion of the Project, whichever first occurs.
- 109.2 **CONSTRUCTION PROJECT REPRESENTATIVE.** The individual designated as the City's Construction Project Representative is indicated in **Exhibit "F" (Key Personnel List)**, or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Construction Project Representative. The Construction Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Representative, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The Construction Project Representative shall be responsible for writing and distributing minutes of construction meetings, or shall delegate such responsibilities to other consultants.
- 109.3 Upon authorization by the City to proceed with the construction phase, the Consultant shall:
  - 109.3.1 **MEETINGS.** Attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's construction administration team shall participate in periodic "Partnering Meetings" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Attend and participate in Construction Progress Meetings, weekly or more frequently as requested by the City. Meeting dates, times, and place will be determined by the City.
  - 109.3.2 **SITE VISITS.** Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. In coordination with the Contractor's use of the site, Consultant shall have access to the site during construction of the Project.
  - 109.3.3 **LEED EQUIVALENCY CREDITS REPORT.** Monthly during the construction phase, update the list of LEED credits. Brief the construction team at the Construction Progress Meetings about the LEED construction phase equivalent credit requirements, track the Contractor's progress in achieving the credit equivalents.
  - 109.3.4 **DEFECTIVE WORK.** Advise the City of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless otherwise modified by written instrument. The Consultant shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Consultant and Contractor shall communicate through the City's representatives.

- 109.3.5 PAYMENT APPLICATIONS.** If requested by the City, the Consultant shall review each Application for Payment submitted by the Contractor based on the Consultant's observations of the progress of construction of the Project, and certify the amounts due there under. The Certification for Payment shall constitute a representation by the Consultant to the City, based on the Consultant's observations at the Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the Consultant's knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon Substantial Completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the Consultant. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the Consultant has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.
- 109.3.6 DOCUMENT REVISIONS.** During construction, promptly furnish all necessary additional drawings for supplementing, clarifying and correcting purposes. Revisions shall be made on the full size CAD drawing or complete word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document by clouding the affected area and delta revision symbol. The Consultant shall maintain a log of all revisions to the documents detailing the reference document and detail, title, revision delta with date, revision type, and a thorough description of the change. If the City should decide to bid the documents prior to completion of the permit plan check process, the Consultant shall promptly provide the Contractor with a log of revision detailing the variations between the bid set of documents and the permit issued set, in a format acceptable to the City and Contractor, immediately upon completion of the permit plan check process.
- 109.3.7 SUBSTITUTIONS.** The Consultant's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution.
- 109.3.8 INTERPRETATIONS.** If requested by City, promptly render interpretations which may be necessary for the proper execution or progress of the construction of the Project and render written decisions on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the Consultant shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.
- 109.3.9 RFI.** Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including without limitations Contractor errors, repairs, suggestions, fixes and alternate means of construction, field/site conditions, seemingly frivolous and out of scope requests, and issues relating to document errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor.
- 109.3.10 SUBMITTALS.** Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" under the Substitution requirements of Section 01600 provision of the specifications. A prompt turn-around time from receipt by the Consultant to dispatch by the Consultant as to cause no delay in the construction of the Project is mandatory for review and distribution.



After three (3) submittals, if the same item has not been approved, the City shall be separately notified of such in writing.

**109.3.11 CONSTRUCTION CHANGE ORDERS.** Promptly review, comment on, approve, and sign Construction Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for the City's approval and execution in accordance with the Contract Documents. Should the Consultant determine that a proposed Construction Change Order or Construction Change Directive is excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations, the Consultant shall so comment to the City in writing at the time of the required prompt proposal processing, and the Consultant's failure to comment at that time shall be construed as the Consultant's approval of the proposal.

**109.3.12 DRAINAGE REPORT.** Provide a Drainage Compliance Report, sealed by the Civil Engineer of record for the Project, acceptable to the City of Las Vegas Department of Building and Safety.

**109.3.13 EXTERIOR LIGHTING ILLUMINATION LEVEL TESTING AND REPORT.** Upon completion of the construction, provide testing and a report detailing the lighting illumination levels achieved in each area of the project, in accordance with Section 16520 Exterior Lighting of the City Design Standards, complete with a letter of compliance.

**109.3.14 SUBSTANTIAL COMPLETION.** Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

**109.3.15 PUNCHLISTS.** Participate in the development and resolution of Punch Lists.

**109.3.16 TURN-AROUND TIMES AND CONSULTANT RESOURCES.** The Consultant agrees to provide Construction Administration phase services in accordance with the following provisions, and shall require and provide response times from subconsultants to meet these provisions. The following provisions do not require or imply Consultant services in addition to those otherwise required by this Contract and do not authorize any Additional Services.

- **RFIs and SUBMITTALS, FORWARDING.** Forward RFIs and submittals requiring review or response by subconsultant(s) of the Consultant within 1 working day of receipt. (For example, receipt on Friday at 3 P.M. must be forwarded no later than 3 P.M. on Monday.)
- **RFIs and SUBMITTALS, REVIEWING.** For RFIs and submittals requiring review by or response from the Consultant, begin work on request within 1 working day of receipt (unless the City requests an immediate response) and diligently continue work, uninterrupted by other project commitments or work assignments, until review or response is completed and distributed.
- **RFIs and SUBMITTALS, MAXIMUM TURN-AROUND TIMES.** Unless an exception is requested by the Consultant and granted by the City for unusual items or issues requiring additional time, Consultant shall thoroughly and completely respond to **RFIs within 5 calendar days and submittals within 10 calendar days** of receipt. Maximum turn-around times include any needed reviews by Consultant's subconsultants. Unless requested, do not provide partial responses. If request is unclear in any regard, review and respond to the maximum extent possible when requesting clarification and additional information.
- **PROJECT DELAYS.** Immediately provide additional support resources as needed to prevent potential and cure occurring construction delays (regardless of whether delay claim is submitted) related to Consultant services, at no additional cost to the City.

## 110 POST CONSTRUCTION PHASE

- 110.1** Construction Administration Phase – the Consultant shall provide the following scope of services.
- 110.1.1 RECORD DOCUMENTS.** Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one set of completed documents in electronic AutoCAD dwg format and one set of completed documents in electronic Adobe pdf format to the City.
- 110.1.2 LEED EQUIVALENCY CREDITS REPORT.** Update the list of LEED equivalency credits to be attained and documentation to demonstrate the current status of each credit.
- 110.1.3 WARRANTY.** Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list. Consultant shall include this provision in subconsultant agreements for the Project.

## EXHIBIT B-1 REQUIRED SUBMITTALS

### 204 CONSTRUCTION DOCUMENT PHASE

- 204.1** If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Public Works Department, and written notice to the City of the submittal dates for each.
- 204.2** If required by governing authorities, Traffic Study submitted to City of Las Vegas Traffic/Electrical Field Operations Section, and written notice to the City of the submittal date.
- 204.3** NV Power, CenturyLink (Lumen), Cox, and the Las Vegas Valley Water District applications to their design departments, and written notice to the City of the submittal dates for each.
- 204.4** Construction Drawings and Specifications as described in the Scope of Services (**Exhibit "A"**) at 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with 70%, 90% and 100% submittals.
- 204.5** Exterior Light Fixture Cut Sheets at 90% Submittal.
- 204.6** Building Permit Application.
- 204.7** Building Department and Civil Land Development section of the Building Department, plan review permit applications.
- 204.8** Construction Drawings and Specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.
- 204.9** Table of Contents listing each specification section, with print date indicated (if sections have different dates, individual dates must be indicated for each section).
- 204.10** Drawing list with sheet title and issue date for each sheet.
- 204.11** Specifications contributing authors' stamps and signatures.
- 204.12** LEED Equivalent Credits Report (not to be certified).

### 205 BIDDING PHASE

- 205.1** All bidding documents in pdf format for posting on DemandStar.com.
- 205.2** Requested and necessary addenda.

### 206 CONSTRUCTION ADMINISTRATION PHASE

- 206.1** If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the Consultant under this Contract, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The Consultant shall make this a contractual obligation of his sub-consultants. The Consultant may require the Contractor to sign a hold harmless Contract as a condition for releasing the electronic files.
- 206.2** Drainage Compliance Report.
- 206.3** LEED Equivalent Credits Report (not to be certified).

## **207 POST CONSTRUCTION PHASE**

- 207.1** Final Record Drawings in both electronic (DWG, PDF and DOC file formats) and acid-free bond format.
- 207.2** LEED Equivalent Credits Report.

## **EXHIBIT C-1 PERFORMANCE SCHEDULE**

### **301 PHASE SCHEDULE**

- 301.1** The maximum allowed time to complete each phase of the work is shown in the following table:

<b>PHASE</b>	<b>CALENDAR DAYS TO COMPLETE</b>	<b>REMARKS</b>
Programming and Conceptual Design	50	Includes 2 week City review period.
Schematic Design	100	Includes 2 week City review period.
Design Development	110	Includes 2 week City review period.
Construction Documents	155	Includes 2 week City review period for 70% & 90%
Bidding	+/- 88	Time is approx.. Based on actual time it takes
Construction	360	
Post Construction	80	
<b>TOTAL</b>	<b>943</b>	

**EXHIBIT D-1 FEE BREAKDOWN**

**401 BASIC SERVICES PAYMENT BASED ON THE COMPLETION OF PHASES**

PHASE	PERCENT of TOTAL	FIXED FEE	REMARKS
Programming and Conceptual Design	%		Part of and rolled into the SD phase
Schematic Design	30%	\$167,130	
Design Development	50%	\$153,960	
Construction Documents	100%	\$329,675	
Bidding	%	\$55,000	
Construction	%	\$260,000	
Post Construction	%	\$25,000	[The combined Fee for Construction and Post Construction phases shall not be less than 25% of the total Fee.]
Reimbursable Expenses		\$3,500	Punch List & Record Documents
	<b>TOTAL</b>	<b>\$994,265.00</b>	

**402.5** Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Contract.

ADDITIONAL SERVICES ALLOWANCE		COMMENTS
<b>TOTAL NOT-TO-EXCEED COST</b>	<b>\$158,000.00</b>	

## CERTIFICATE - DISCLOSURE OF OWNERSHIP AND 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 Resolutions 79-99, 105-99 and RA-4-99, 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 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.

### 4. Incorporation

An updated and notarized 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: Contracting Entity</b>	
Name: <u>Carpenter Sellers Del Gatto Architects</u>	
Address: <u>8802 Spanish Ridge Ave</u>	City / ST / Zip: <u>Las Vegas NV. 89148</u>
Telephone: <u>702-251-8896</u>	EIN or DUNS: <u>88-0233138</u>
<b>Block 2: Description / Subject Matter of Contract</b>	
Services for: <u>Architectural Design Services</u>	Project Number: <u>210151-JL Modification 2</u>
<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 AND 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	William R. Sellers/Pres	8802 Spanish Ridge Ave W. NV	702 251 0090
2	Michael A. Delgado/Secy	" " "	" "
3	Michelle K. Bragida/Director	" " "	" "
4			
5			
6			
7			
8			
9			
10			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership and 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: \_\_\_\_\_

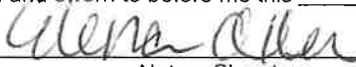
**Contracting Party Certification (Notarized signature required in event of contract award per section 4, "Incorporation")**

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.

  
Signature

6.30.22  
Date

Subscribed and sworn to before me this 30 day of June, 2022

  
Notary Signature

