

**AMENDMENT NO. 1**

**PRIME DESIGN SERVICES CONTRACT FOR  
WESTSIDE EDUCATION AND TRAINING CENTER**

THIS AMENDMENT NO. 1 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 Ave, Las Vegas NV 89148.

WHEREAS, the City and the Company have entered into that certain 210193-JH Prime Design Services Contract for Westside Education and Training Center, Contract dated October 11, 2021 (the "Contract"); and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to increase square footage of the project from 10,000 SF facility to a 15,000 SF facility, as well as increase the project site area. The increased site area adds City parcel known as APN #139-27-201-006 to the original scope's site area to accommodate parking for both Education and Training Center, and the future Incubator project. The City will vacate the south portion of C Street and the east portion of C Street and the east portion of Adams Street adjacent to the added parcel; and

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-1 Scope of Services see attached.
2. Exhibit B No change
3. Exhibit C-1 Performance Schedule see attached.
4. Exhibit D-1 Total Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by \$354,285 from \$860,000 to \$1,214,285.
5. Exhibit D-1 Fee Breakdown Basic Services is hereby amended to increase the Basic Services referenced herein by \$324,285 from \$705,000 to \$1,029,285.
6. Exhibit D-1 Additional Compensation is hereby amended to increase \$30,000 from \$155,000 to \$185,000.
7. Exhibit E-1 No Change.
8. Exhibit "F" Key Personnel List no change
9. Exhibit "G" Disclosure of Ownership/Principals no change

10. 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.
11. 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.
12. In all other respects, the Contract is hereby ratified and confirmed, in full.
13. 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**

**CARPENTER SELLERS DEL GATTO ARCHITECTS**

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

  
\_\_\_\_\_  
Michele K. Brigida, Principle | Director

07/12/2022

Date

ATTEST:

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

Date

City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy City Attorney      Date

John S. Ridilla  
Chief Deputy City Attorney

**AMENDMENT NO.1**

**EXHIBIT A-1 – SCOPE OF SERVICES**

**Westside Education and Training Center**

**MWA706**

**BACKGROUND**

Size of the building and site increased

**Amendment No.1 Services**

This request for additional services is based on the increased square footage of the project from a 10,000 SF building to a 15,000 SF building as well as an increase in project site area.

The increased site area adds city parcel known as APN# 139-27-201-006 to the original scope's site area to accommodate parking for both the Education and Training Center and the Future Incubator project.

The City of Las Vegas will be vacating the south portion of C Street and the east portion of Adams Street adjacent to this added parcel.

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**EXHIBIT C-1 PERFORMANCE SCHEDULE**

**Westside Education and Training Center**

**MWA706**

**300 PHASE SCHEDULE**

**300.1** 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	60	Excludes City, CSN, and EDA review period.
Schematic Design	90	Excludes City, CSN and EDA review period.
Design Development	110	Excludes City, CSN, and EDA review period.
Construction Documents	130	City review is concurrent with drawings progress. See below for the permitting phase scope.
Bidding		City determined.
Construction		City determined.
Post Construction		City determined.
<b>TOTAL</b>	<b>390</b>	

**AMENDMENT NO.1**

**EXHIBIT D-1 – FEE BREAKDOWN**

**Westside Education and Training Center**

**MWA706**

**REVISE AS FOLLOWS:**

**400 TOTAL COMPENSATION**

The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall **not exceed \$1,214,285**. 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).

**401 SECTION 401 BASIC SERVICES PAYMENT BASD ON THE COMPLETION OF PAHSES**

**REVISED TABLE AS FOLLOWS:**

PHASE	FIXED FEE	AMENDMENT No.1 FEE
Programming and Conceptual Design	\$35,250	\$16,232.22
Schematic Design	\$105,750	\$48,696.92
Design Development	\$162,150	\$74,667.92
Construction Documents	\$197,400	\$90,900.08
Bidding	\$14,100	\$6,492.86
Construction	\$158,650	\$73,056.22
Post Construction	\$21,150	\$9,739.29
Boundary Topography Survey	\$7,050	\$3,000.00
Drainage Study	\$3,500	\$1,500.00
SUB TOTAL	\$705,000.00	\$324,285.00
<b>TOTAL</b>	<b>\$1,029,285.00</b>	

**402 ADDITIONAL SERVICES ALLOWANCE**

**REVISE AS FOLLOWS:**

**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
\$100,000.00		Master Plan for Total Site, City Funded
\$85,000.00		Owner Requested Changes EDA Funded
TOTAL NOT-TO-EXCEED COST	\$185,000.00	