

AMENDMENT NO. 1**220092-HM Prime Design Services Contract for Chuck Minker Condition Assessment and Alternate Development**

THIS AMENDMENT NO. 1 is made and entered into this _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), and APTUS a Corporation (hereinafter the "Company") having its principal office located at 241 West Charleston Boulevard, Suite 145, Las Vegas, Nevada 89102.

WHEREAS, the City and the Company have entered into that certain 220092-HM Prime Design Services Contract for Chuck Minker Condition Assessment and Alternate Development, Contract dated December 1st, 2021 (the "Contract"); and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to add Assessment #4, a new athletic facility, of a fieldhouse design type, to replace the current center.

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-1, Submittal Requirements, see attached.
3. Exhibit C-1, Performance Schedule, see attached.
4. Exhibit "D" Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by \$95,000, from \$186,050 to \$281,050.
5. Exhibit "D" Fee Breakdown Basic Services is hereby amended to increase the Basic Services referenced herein by \$95,000, from \$171,050 to \$266,050.
6. No changes to Exhibit "E" Additional Compensation
7. No changes to Exhibit "F" Key Personnel List
8. A new Exhibit "G" Disclosure of Ownership/Principals is attached
9. 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.

10. 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.


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

12. 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

Aptus

DocuSigned by:

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8/29/2022 | 12:23 PM PDT

Tonya Kemble, Manager, Purchasing and Contracts

R Brandon Sprague, AIA,

Date

ATTEST:

LUANN D. HOLMES, MMC

Date

City Clerk

APPROVED AS TO FORM:

 8/25/22

Deputy City Attorney Date

John S. Ridilla
Chief Deputy City Attorney

CONTRACT AMENDMENT NO. 1

EXHIBIT A-1 SCOPE OF SERVICES

**220092-HM Prime Design Services Contract
for Chuck Minker Condition Assessment and Alternate Development**

BACKGROUND

Add Assessment #4

Amendment No 1 Services

Assessment #4 – New athletic facility, of a fieldhouse design type, to replace the current center. Create an overall master plan for the site to potentially include areas to west and determine what can be built for the initial phase with a \$25-\$30M Construction Budget.

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EXHIBIT B-1 REQUIRED SUBMITTALS

**220092-HM Prime Design Services Contract
for Chuck Minker Condition Assessment and Alternate Development**

Assessment 4 – Athletic Facility

- Project & Phasing narrative
- Written Program of spaces
- Site/landscape Plan
- Exterior Elevations
- Exterior Color Renderings
- Civil and Utility Narrative/Diagram(s)
- Structural system narrative
- Electrical/mechanical/plumbing system narratives
- Cost estimate

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EXHIBIT C-1 PERFORMANCE SCHEDULE

220092-HM Prime Design Services Contract
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PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Assessment 1, 2 and 3	120	
Assessment 4	90	
TOTAL	210	

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EXHIBIT D-1 FEE BREAKDOWN

220092-HM Prime Design Services Contract
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REVISE AS FOLLOWS:

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed \$281,050. 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 BASED ON THE COMPLETION OF PHASES

PHASE	PERCENT of TOTAL	FIXED FEE	REMARKS
Assessment 1	9 %	\$25,200	
Assessment 2	14 %	\$37,600	
Assessment 3	33 %	\$89,500	
Assessment 4	36 %	\$95,000	
Utility Locating	3 %	\$7,500	
Boundary & Topo Survey	5 %	\$11,250	
	TOTAL	\$266,050	

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.

Block 1: Contracting Entity	
Name: R Brandon Sprague Architect, PC dba Aptus	
Address: 241 W Charleston Blvd, Suite 145	City / ST / Zip: Las Vegas, NV 89102
Telephone: 702.839.1200	EIN or DUNS : 20-8117150
Block 2: Description / Subject Matter of Contract	
Services for: Chuck Minker Condition Assessment	Project Number: 220092-HM

Block 3:	<u>Type of Business</u>
<div style="display: flex; justify-content: space-between; align-items: center;"><div><input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company</div><div><input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:</div></div>	

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	R. Brandon Sprague/President	241 W Charleston Blvd, #145, Las Vegas, NV 89102	702.839.1200
2			
3			
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

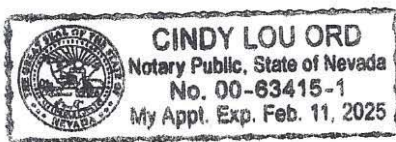
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure 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.

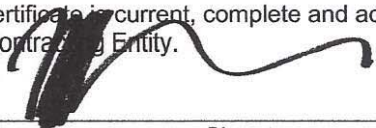
Name of Attached Document: _____

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
8.29.2022

Date

Subscribed and sworn to before me this 29th day of August, 2022



Notary Signature