

**AMENDMENT NO. 01
DPS DETENTION CENTER UNIT 5 & 6 RESTROOM ADDITION**

THIS AMENDMENT NO. 01 is made and entered into 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 Blvd. Suite 145, Las Vegas, NV 89102.

WHEREAS, the City and the Company have entered into that certain Contract 23.MWA949-SK titled DPS Detention Center Unit 5 & 6 Restroom Addition, Contract dated March 8, 2023 (the "Contract"); and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to add a CMU center wall to divide the Unit 5 from Unit 6 – while adding a sallyport in the process, modify the Security "bubble" to add a restroom and increase the size, add additional stairs needed to meet the fire code.

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

1. See Exhibit A-1 attached.
2. Exhibit "B-1" no additional submittals are anticipated, the proposed improvements will be incorporated into the plan set for each contract submittal.
3. Exhibit "C-1" Performance Schedule there is no change anticipated to the original schedule.
4. Exhibit "D-1" 401.1 Basic Services of the Contract is hereby amended to increase by \$33,000 from \$96,900.00 to \$129,900.00, to increase the Total Compensation amount to \$139,600.
5. Exhibit "E-1" No Additional Compensation change.
6. Exhibit "F-1" no Key Personnel change.
7. Exhibit "G-1" no Disclosure of Ownership/Principal change.
8. The Parties represent and acknowledge that as of the date of this Amendment No. 01 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. 01, this Amendment No. 01 shall control.
10. In all other respects, the Contract is hereby ratified and confirmed, in full.
11. Counterparts. This Amendment No. 01 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. 01 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

Aptus

DocuSigned by:

P. Brandon Sprague

6/5/2023 | 9:56 AM PDT

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Tonya Kemble Date

R Brandon Sprague, AIA Date

Printed Name

R. Brandon Sprague

Printed Name

Title

President

Title

ATTEST:

LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

DocuSigned by:

John S. Ridilla

6/5/2023 | 9:55 AM PDT

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Deputy City Attorney Date

John S. Ridilla

Printed Name

CONTRACT AMENDMENT NO. 01

EXHIBIT A-1 SCOPE OF SERVICES

1. Add a CMU (Fully grouted for security) wall between Unit 5 & 6. When this wall is installed it will generate a sallyport at the entrance to the building on Level 1. This allows officers to decide to either enter Unit 5 or Unit 6.
2. Increase the Security Central Station (Bubble) and add a restroom for officer use.
3. Add an additional bridge and modify and add stairs needed for fire exits
4. Additional architectural, structural, MPE services for changes

EXHIBIT D-1 FEE BREAKDOWN

Article 401.1 Increases to this Total Not-to-exceed Cost for additional Services may only be authorized by written amendment to this contract.

PHASE	PERCENT of TOTAL	FIXED FEE	AMEND #1	REMARKS
Schematic Design	% 25	\$25,070.00	\$ 3,000.00	
Construction Documents	% 45	\$43,605.00	\$27,000.00	
Bidding	% 5	\$4,845.00		
Construction	% 20	\$19,380	\$ 3,000.00	
Post Construction	% 5	\$4,000.00		Asbuilt
	TOTAL	\$96,900.00	\$33,000.00	