

CONTRACT MODIFICATION No. 4
POST OFFICE/COURTHOUSE REHABILITATION PROJECT

THIS MODIFICATION No. 4 is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and WESTLAKE REED LESKOSKY (hereinafter the "Company") a limited liability company having its principal office at 925 Euclid, Cleveland, OH 44115-1407.

The purpose of this Modification is to add scope and compensation for additional services to be performed.

The Contract between the City and the Company dated August 2, 2006, and its subsequent modifications, are hereby modified as follows:

1. Attachment 5a, Statement of Work

ADD:

5.10 The Company will perform the following additional services at the City's request:

Additional Services #4:

1. Public Relations Efforts: Dennis Barrie shall participate in the Museum's public relations efforts by: attending Public Relations Committee meetings, representing the Museum at a minimum of 13 public relations events, providing input to the Museum's public relations and marketing teams as requested, and acting as a spokesperson for the Museum project.
2. Administrative Efforts: Dennis Barrie shall participate in managing the day-to-day development of the Museum by: attending Board meetings, attending development team meetings, attending meetings with the Mayor of the City and with civic bodies, participating in grant applications, participating in the hiring of consultants, participating in the development of the business and operational plans, providing general counsel and input to the City and the Museum Board, assisting in the hiring of Museum executives and staff, assisting in the development of Museum programming, participating in day-to-day decision-making in the final phase of Museum development, and assisting in planning, developing and conducting opening events.
3. Exhibit Fabrication Construction Administration Efforts: Dennis Barrie shall participate in Museum content development and oversight of exhibit fabrication and installation. As clarification, Dennis Barrie's participation shall include: retail design and development, fabricator selection, supervision of fabrication including on-site reviews and final approvals, supervision of exhibit installation, supervision of interactives production, supervision of object and lighting placement, supervision of A/V production including content, editing and final reviews of content, development and management of on-camera interviews, input on exterior signage, input on product merchandising, attendance and leadership at content committee meetings,

2. Attachment 2c, Compensation – Basic Services.

DELETE: Attachment 2c dated February 2009 in its entirety.

SUBSTITUTE: Attachment 2d dated June 2010.

3. Paragraph E-5 – Insurance.

DELETE: Paragraph E-5 in its entirety.

REPLACE WITH:

E-5 Insurance: [R]

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

- (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.
- (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.
- (iii) Professional Liability Insurance of limits no less than \$1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503
Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

- (c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. The Company's deductible of \$75,000 is authorized as an exception to the City's typical deductible limits.
- (e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (f) Employer's liability and comprehensive general liability insurance shall include "all states" endorsements to the extent that the Company's services, or services under its direction, may require. The comprehensive general liability coverage shall contain no exclusion relative to damage to underground property.
- (g) The Company is encouraged to purchase any additional insurance as it deems necessary.
- (h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

The policies required in E-5 (a) i-ii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Modification No.4 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 6-21-10
Date

WESTLAKE REED LESKOSKY

PAUL WESTLAKE, JR, Managing Principal

"Company"

ATTACHMENT 2d
Compensation – Basic Services
June 2010

The Company agrees to the limitation of cost and funds to the amounts detailed below. Amounts stated in this Exhibit are “not-to-exceed” amounts. The Company understands that utilization of any contingency funds requires prior written approval from the City Project Manager.

PHASE	TOTALS
Pre-Design	\$ 541,670.00
Schematic Design	\$ 1,309,576.00
Design Development	\$ 1,645,405.00
Construction Documents	\$ 2,135,060.00
Bidding	\$ 111,211.00
Construction Administration	\$ 1,535,212.00
Post Construction	\$ 6,000.00
Additional Services #1	\$ 87,600.00
Additional Services #2	\$ 149,050.00
Additional Services #3	\$ 158,661.65
Contingency	\$ 51,246.59
Reimbursables	\$ 117,966.41
GRAND TOTAL	\$7,848,658.65

DEDUCTIONS

MISSING ESTIMATES. Company shall deduct \$4,000 from the above fees for each of the required Construction Cost Estimates which are not delivered upon completion of each of the following phases:

- Schematic Design
- Design Development
- Construction Documents at 50%
- Construction Documents at 90%
- Construction Documents at 100%

END OF ATTACHMENT 2D