

CONTRACT MODIFICATION No. 5
POST OFFICE/COURTHOUSE REHABILITATION PROJECT

THIS MODIFICATION No. 5 is being entered into this _____ day of _____, 2011, 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 WRL OF NEVADA (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:

5.12 The Company will perform the following additional services:

Additional Services #4:

Third Floor Corridor Redesign: The Company shall redesign the exhibit structures, graphic treatments, lighting, content, and audio-visual in the Third Floor corridor to meet National Park Service (NPS) historic preservation requirements. The Company shall develop a set of initial concepts and provide these concept options to the City for comment, and then release to NPS for comment and approval. The Company shall incorporate any comments and changes before proceeding.

The Company shall adapt the content to the new exhibit concepts in order to include as much of the original content as possible in the re-designed area. The Company shall develop the concepts to Design Development phase, at which point the City will review and comment. Incorporating the City's comments, the Company shall develop construction documents.

The Company shall be responsible for all administration and general project management, design and content development for the Third Floor Corridor Redesign.

2. Attachment 2d, Compensation – Basic Services

DELETE: Attachment 2d dated June 2010 in its entirety.

SUBSTITUTE: Attachment 2e dated March 2011.

This revised Compensation schedule includes additional funding for the Additional Services #5 outlined above, as well as additional funding for construction administration, necessitated by delays in the construction schedule.

3. General

In the event of any conflict between the Contract as previously modified and this modification, the provisions of Modification No. 5 take precedence. All other contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Modification No.5 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

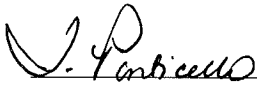
KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

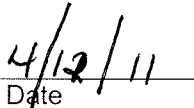
"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

_____


Date

WRL OF NEVADA

PAUL WESTLAKE, JR, Managing Principal

"Company"

ATTACHMENT 2e
Compensation – Basic Services
March 2011

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	\$ 1,693,912.00
Post Construction	\$ 6,000.00
Additional Services #1	\$ 87,600.00
Additional Services #2	\$ 149,050.00
Additional Services #3	\$ 158,661.65
Additional Services #4	\$ 176,464.00
Contingency	\$ 51,246.59
Reimbursables	\$ 154,966.41
GRAND TOTAL	\$ 8,220,822.65

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 2e