

CONTRACT MODIFICATION No. 6
POST OFFICE/COURTHOUSE REHABILITATION PROJECT

THIS MODIFICATION No. 6 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 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, and to correct the Company name.

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

1. Change Company Name

DELETE: All references to "WRL OF NEVADA"

REPLACE WITH: The correct Company name, "WESTLAKE REED LESKOSKY"

2. Attachment 5a, Statement of Work

ADD:

5.12 The Company will perform the following additional services:

Additional Services #5:

Revised Exhibit Design of Areas 2.9, 3.4 and 3.5: Due to the changes required to the third floor corridor, there are several areas throughout the Museum that will also be required to be redesigned/modified to allow the museum content previously scheduled for the third floor corridor to be maintained and used in those areas.

The Company shall redesign or modify areas 2.9, 3.4, 3.5 and the Main Lobby cages. The Company shall provide administration, general project management, lighting design revisions, audio visual revisions, architectural infrastructure revisions, exhibit redesign, and content development revisions.

3. Attachment 2e, Compensation – Basic Services

DELETE: Attachment 2e dated March 2011 in its entirety.

SUBSTITUTE: Attachment 2f dated April 2011.

4. General

In the event of any conflict between the Contract as previously modified and this modification, the provisions of Modification No. 6 take precedence. All other contract terms and conditions remain unchanged.

Contract No. 060044-SB
Post Office/Courthouse Rehabilitation Project
Modification No. 6

IN WITNESS WHEREOF, the parties hereto have caused this Modification No.6 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:

Robert S. Zylman 4-20-11
Date

WESTLAKE REED LESKOSKY

Paul Westlake, Jr.
PAUL WESTLAKE, JR, Managing Principal

"Company"

ATTACHMENT 2f
Compensation – Basic Services
April 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
Additional Services #5	\$ 256,135.50
Contingency	\$ 51,246.59
Reimbursables	\$ 171,966.41
GRAND TOTAL	\$ 8,493,958.15

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 2f