

**AMENDMENT NO. 1**  
**CBE NO. 605300-19**  
**PROFESSIONAL ARCHITECTURAL SERVICES FOR WHITNEY PARK: AQUATIC CENTER**  
**AND SPLASH PAD**

THIS AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and PGAL, LLC (hereinafter referred to as "CONSULTANT").

**WITNESSETH:**

**WHEREAS**, the parties entered into an agreement under CBE Number 605300-19, entitled "Professional Architectural Services for Whitney Park: Aquatic Center and Splash Pad" dated July 12, 2019 (hereinafter referred to as CONTRACT); and

**WHEREAS**, the parties desire to amend the CONTRACT.

**NOW, THEREFORE**, the parties agree to amend the CONTRACT as follows:

1. Page 1, Paragraph 2

ORIGINALLY WRITTEN: WHEREAS, the CONSULTANT has the personnel and resources necessary to accomplish the PROJECT within the required schedule for a not to exceed fee of \$936,981.00, including but not limited to the following: clerical; site visitation; mileage; engineering; production and reproduction of working and review drawings, details, elevations, technical specifications and reports; drafting; cost estimating; meetings; presentations; exhibits and work product expense, travel, lodging, meals and miscellaneous expenses.

REVISED TO READ: WHEREAS, the CONSULTANT has the personnel and resources necessary to accomplish the PROJECT within the required schedule for a not to exceed fee of \$960,441, including but not limited to the following: clerical; site visitation; mileage; engineering; production and reproduction of working and review drawings, details, elevations, technical specifications and reports; drafting; cost estimating; meetings; presentations; exhibits and work product expense, travel, lodging, meals and miscellaneous expenses.

2. Section V: Compensation and Terms of Payment, Page 18, Paragraph A, Sentence 1

ORIGINALLY WRITTEN: COUNTY agrees to pay CONSULTANT for the performance of services described in the Scope of Work (**Exhibit A**) for the not to exceed fee amount of \$936,981.00.

REVISED TO READ: COUNTY agrees to pay CONSULTANT for the performance of services described in the Scope of Work (**Exhibit A**) for the not to exceed fee amount of \$960,441.

3. Page A-1, Project Completion, Paragraph 2

ORIGINALLY WRITTEN: Completion of services shall be completed within the time frame described in the above paragraph and before **JUNE 30, 2022** unless such date is amended by the Owner.

REVISED TO READ: Completion of services shall be completed within the time frame described in

the above paragraph and before **OCTOBER 31, 2022** unless such date is amended by the Owner.

4. Page A-2, Project Scope Add:

ASR 3 – Additional Professional Architectural, Landscape Architectural and Engineering Services, including all necessary documentation and plans for permitting, required to modify the existing design from the original design to a 3” meter and RPPA along Missouri Ave to supply the splash pad directly per the flagged comments by LVVWD during review. As well as, assist with the resubmission of the water network analysis and agencies for review and approval. If required, additional Professional Services from the pool engineering designer for the design of the booster pump at the splash pad. This line item is dependent on the information provided by the Network Water Analysis, attached hereto.

ASR 4 – Additional Professional Architectural and Engineering Services, including all necessary documentation and plans for permitting, required for designing multiple options for a pylon sign / marquee and adding the new scope to the construction document set. Additional Professional Electrical Engineering Services for providing communications and electrical connections for the added sign / marquee and adding the new scope to the construction document set, attached hereto.

ASR 5 – Additional Professional Landscape and Architectural Services to include additional planting and irrigation design to complete the area previously occupied by the community garden. Includes one (1) review with revisions if needed. Includes the allowance for two (2) additional site visits during construction if necessary. Additional Architectural Services, which includes coordinating correspondence and drawings with the landscape architect and assisting with construction administration for the additional scope, attached hereto.

5. Discard Exhibit D in its entirety and replace with Revised Exhibit D.


This Amendment No. 1 represents an increase of \$23,460.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

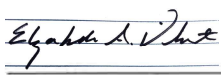
**COUNTY:**  
COUNTY OF CLARK, NEVADA

**CONSULTANT:**  
PGAL, LLC

By: \_\_\_\_\_  
JESSICA COLVIN  
Chief Financial Officer

By:  \_\_\_\_\_  
BENJAMIN GIRARDIN  
Principal

**APPROVED AS TO FORM:**  
STEVEN B. WOLFSON, District Attorney

By:  \_\_\_\_\_  
ELIZABETH VIBERT  
Deputy District Attorney

**EXHIBIT D  
MILESTONES  
WHITNEY PARK: AQUATIC CENTER AND SPLASH PAD  
REVISED PER AMENDMENT NO. 1**

PRE-DESIGN MILESTONES	PERCENTAGE OF FEE	AMOUNT
Completion of Site Development Plan, including Public Review Meetings and Land Use Requirements, Program Finalization	100%	\$91,567.00
<b>SUBTOTAL</b>	<b>100%</b>	<b>\$91,567.00</b>
DESIGN MILESTONES	PERCENTAGE OF FEE	AMOUNT
Schematic Design Phase (15%)	13%	\$90,867.50
Design Development Phase, including Public Review Meetings and Land Use Requirements (30%)	15%	\$99,112.50
Construction Documents Phase (60%)	21%	\$143,119.00
Construction Documents Phase (95% thru 100%)	24%	\$164,858.50
Permitting Assistance; including meetings and coordination as necessary to obtain approvals and a "permit ready to issue" status. Payable upon receipt of "permit ready to issue" status for all jurisdictions and utilities.	5%	\$32,556.50
Bidding Assistance	4%	\$23,821.25
Construction Contract Administration (Equal monthly billing through course of construction period, per Agreement)	15%	\$104,870.50
Project Closeout	3%	\$18,018.25
<b>SUBTOTAL</b>	<b>100%</b>	<b>\$677,224.00</b>
EXTENDED PROJECT REPRESENTATION/ADMINISTRATION/MANAGEMENT during construction (refer to .79 in Exhibit A Description of Designated Services)	PERCENTAGE OF FEE	AMOUNT
ALLOWANCE; to be paid on a Time and Material Basis at a rate of \$175per hour, and upon authorization from the Owner.	100%	\$75,000.00
<b>SUBTOTAL</b>	<b>100%</b>	<b>\$75,000.00</b>
DELIVERABLES / REPORT / STUDY / SERVICE (Activated only by written notification)	AMOUNT	
ALLOWANCE/REIMBURSABLE EXPENSE: 30-day load study of existing power capacity in order to determine design.	\$1,500.00	
Boundary Survey / Topographic Survey : Hard Copy / Electronic Files	\$8,470.00	
ALLOWANCE/REIMBURABLE EXPENSE: Traffic Study / Hard Copy / Electronic Files	\$2,500.00	
Drainage Study OR Update as required / Hard Copy / Electronic Files	\$13,870.00	
Geotechnical Report (3) Borings / Hard Copy / Electronic Files	\$4,350.00	
Three (3) 24" x 36" colored, framed renderings of building floor plan and/or elevations – Electronic Files	\$2,000.00	
ALLOWANCE/REIMBURSABLE EXPENSE: For new construction: Professional photographs of completed project in electronic format.	\$2,500.00	
<b>ALLOWANCE/Reimbursable Expense:</b> When performing electrical site investigation that may encounter Arc Flash hazards, then Consultant shall provide a qualified electrician with appropriate Personal Protective Equipment (PPE) per NFPA 70E and IEEE Std 1584. <b>Line item reduced for ASR #3: Original balance \$2,500 - \$2,500 (ASR #3) = \$0 Remaining balance.</b>	\$0	
<b>Reimbursable Expense:</b> Subsurface Utility Engineering: Quality Level A – On-site and Off-site utilities and other facilities identified in the early phases of the investigation process to be validated by vacuum excavation. At a minimum the connections and crossings shall be identified and verified and additional locations as needed for the consultant to complete their design. This includes horizontal and vertical position of utility, size, material, and condition. <b>Line item reduced for ASR #3: Original balance \$12,000 - \$12,000 (ASR #3) = \$0 Remaining balance.</b>	\$0	

<b>Reimbursable Expense – Design Milestone Sets:</b> Three (3) individually rolled sets of drawings, bound 8.5 x 11 copies of specifications and electronic files for each submittal listed above (Schematic Design, Design Development, and all Construction Document Phases). <b>Line item reduced for ASR #3: Original balance \$3,000 - \$3,000 (ASR #3) = \$0 Remaining balance.</b>	\$0
<b>Reimbursable Expense - Bid Sets:</b> One (1) compact discs (originals shall be electronically stamped and corrected by CONSULTANT to reflect approved building plan check requirements and revisions) / Electronic Files	\$0.00
<b>Reimbursable Expense - Construction Sets:</b> One (1) compact disk of for construction drawings (scanned originals shall be stamped and corrected by CONSULTANT and re-plan checked as necessary to reflect revised bid addenda and clarifications, if necessary) / Electronic Files	\$500.00
<b>Reimbursable Expense:</b> Reimbursement of CONSULTANT- paid OWNER expenses, including but not limited to fees for plan check, permit, utilities, etc. as authorized by Owner. <b>Line item reduced for ASR #3: Original balance \$40,000 - \$5,302.00 (ASR #3) = \$34,698.00 Remaining balance.</b>	\$34,698.00
<b>SUBTOTAL</b>	<b>\$70,388.00</b>
<b>Additional Service Request (ASR)</b> (from Allowances; does not change Purchase Order amount)	<b>AMOUNT</b>
<b>ASR #3: ALLOWANCE/Reimbursable Expense:</b> When performing electrical site investigation that may encounter Arc Flash hazards, then Consultant shall provide a qualified electrician with appropriate Personal Protective Equipment (PPE) per NFPA 70E and IEEE Std 1584.	\$2,500.00
<b>ASR #3: Reimbursable Expense:</b> Subsurface Utility Engineering: Quality Level A – On-site and Off-site utilities and other facilities identified in the early phases of the investigation process to be validated by vacuum excavation. At a minimum the connections and crossings shall be identified and verified and additional locations as needed for the consultant to complete their design. This includes horizontal and vertical position of utility, size, material, and condition.	\$12,000.00
<b>ASR #3: Reimbursable Expense – Design Milestone Sets:</b> Three (3) individually rolled sets of drawings, bound 8.5 x 11 copies of specifications and electronic files for each submittal listed above (Schematic Design, Design Development, and all Construction Document Phases).	\$3,000.00
<b>ASR #3: Reimbursable Expense:</b> Reimbursement of CONSULTANT- paid OWNER expenses, including but not limited to fees for plan check, permit, utilities, etc. as authorized by Owner.	\$5,302.00
<b>SUBTOTAL</b>	<b>\$22,802.00</b>
<b>Additional Service Request (ASR)</b> (that changes the Purchase Order amount)	<b>AMOUNT</b>
ASR #1 – Professional Services for project administration, pre-design services, and start of design services. \$49,000.00	ASR #1 incorporated into Exhibit D
ASR #2 - Professional services for project administration, pre-design, design, permit assistance, bid assistance, and construction contract administration including services during the Administrative Notice to Proceed and project closeout \$838,981.00	ASR #1 & ASR #2 Amounts incorporated into Exhibit D
ASR #4 - Additional Professional Architectural and Engineering services, including all necessary documentation and plans for permitting, required for designing multiple options for a pylon sign / marquee and adding the new scope to the construction document set. Additional Professional Electrical Engineering Services for providing communications and electrical connections for the added sign / marquee and adding the new scope to the construction document set.	\$19,290.00
<b>ASR #5 – Item 1: Additional Professional Landscape and Architectural services to include additional planting and irrigation design to complete the area previously occupied by the community garden. Includes one (1) review with revisions if needed. Includes the allowance for two (2) additional site visits during construction if necessary.</b> <b>Item 2: Additional Architectural services, which includes coordinating correspondence and drawings with the landscape architect and assisting with construction administration for the additional scope.</b>	\$4,170.00

<b>SUBTOTAL</b>	<b>\$23,460</b>
<b>TOTAL</b>	<b>\$960,441.00</b>

**\*\*Note 1: All invoices shall follow this format using the sample provided in the Design Consultant Toolbox\*\***

**\*\*Note 2: All invoices shall be accompanied by an updated/current project schedule\*\***

**RPM CONTRACT  
ADDITIONAL SERVICES REQUEST  
(ASR)**

Project Name	Project No.	Consultant	Date
Whitney Park: Aquatic Center & Splash Pad	RP.G0219087	PGAL,LLC	12/14/2021
Additional Services Request (ASR) No.	Purchase Order No.	Outline Agreement No.	Competitive Exception (CBE) No.
#05	4800009201	4610006774	605300-19
			Prepared By
			Faye Monasterio

You are hereby directed to make changes as described below to the contract documents, or to perform the following described Work not included in the contract documents on this Contract.

Description	TOTAL
Item 1: Additional Professional Landscape and Architectural services to include additional planting and irrigation design to complete the area previously occupied by the community garden. Includes one (1) review with revisions if needed. Includes the allowance for two (2) additional site visits during construction if necessary.	\$3,120.00
Item 2: Additional Architectural services, which includes coordinating correspondence and drawings with the landscape architect and assisting with construction administration for the additional scope.	\$1,050.00
<b>Total</b>	<b>\$4,170.00</b>

Reason: Clark County Parks and Recreation demolished the existing, delapidated community garden and has requested that the Whitney Park Aquatic Center design team provide a design for what should go in its place.

1. Original Contract Amount.....	\$49,000.00
2. Net Change(s) By Previously Authorized Additional Services Requests (ASR):.....	\$907,271.00
3. Total Contract Amount To Date (Line #1 + Line #2)	\$956,271.00
4. Total Cost of This Additional Services Request (ASR):.....	\$4,170.00
5. New Contract Amount (Line #3 + Line #4):.....	\$960,441.00

**DESIGN COMPLETION OF PROJECT**

Design Notice to Proceed Date	Original Design Completion Date	Current Design Completion Date	New Design Completion Date
March 13, 2019	March 6, 2020	March 6, 2020	No Change
Original Design Contract Calendar Days	Current Design Contract Calendar Days	This Change Design Contract Calendar Days	New Design Contract Calendar Days
360	360	No Change	No Change

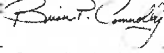
**CONTRACT ADMINISTRATION DATES (AFTER DESIGN IS COMPLETE)**

Original Contract Completion of Services Date	Current Contract Completion of Services Date	New Contract Completion of Services Date
December 31, 2020	June 30, 2022	October 31, 2022

It is understood and mutually agreed that the above change in the contract amount is for consideration and compensation for the contract modification described, including all time, direct, and indirect costs due to the modification. It is further understood and agreed that performance of the changed work will not delay completion of this project, nor cause the Contractor to accelerate performance, and that therefore, the contract time remains unchanged, except as duly modified by this and previous Change Orders, if any, and the Contractor agrees to waive damages due to delay of completion. **This includes consideration and compensation for a mutually agreed upon time extension from June 30, 2022 to October 31, 2022 for COMPLETION OF ALL SERVICES.**

Signature:  Date: 12/14/2021  
Lance Berrey, Project Manager, PGAL, LLC

Submitted By: Faye Monasterio Date: 12/20/2021  
Faye Monasterio, Design and Construction Administrator, Clark County Department of Real Property Management

Approved By:  Date: 12/21/2021  
Brian Connolly, Assistant Director, Clark County Department of Real Property Management

**RPM CONTRACT  
ADDITIONAL SERVICES REQUEST  
(ASR)**

Project Name		Project No.	Consultant	Date
Whitney Park: Aquatic Center & Splash Pad		RP.G0219087	PGAL,LLC	April 19, 2021
Additional Services Request (ASR) No.	Purchase Order No.	Outline Agreement No.	Competitive Exception (CBE) No.	Prepared By
#04 R1	4800009201	N/A	N/A	Faye Monasterio

You are hereby directed to make changes as described below to the contract documents, or to perform the following described Work not included in the contract documents on this Contract.

Description	TOTAL
Item 1: Additional Professional Architectural and Engineering services, including all necessary documentation and plans for permitting, required for designing multiple options for a pylon sign / marquee and adding the new scope to the construction document set.	\$18,090.00
Item 2: Additional Professional Electrical Engineering Services for providing communications and electrical connections for the added sign / marquee and adding the new scope to the construction document set.	\$1,200.00
<b>Total</b>	<b>\$19,290.00</b>

**Reason:**  
The pylon sign will provide more visibility and include a digital reader to display information and upcoming events at the park.

1. Original Contract Amount:.....	\$49,000.00
2. Net Change(s) By Previously Authorized Additional Services Requests (ASR):.....	\$887,981.00
3. Total Contract Amount To Date (Line #1 + Line #2)	\$936,981.00
4. Total Cost of This Additional Services Request (ASR):.....	\$19,290.00
5. New Contract Amount (Line #3 + Line #4):.....	\$956,271.00

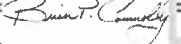
DESIGN COMPLETION OF PROJECT			
Design Notice to Proceed Date	Original Design Completion Date	Current Design Completion Date	New Design Completion Date
March 13, 2019	March 6, 2020	March 6, 2020	no change
Original Design Contract Calendar Days	Current Design Contract Calendar Days	This Change Design Contract Calendar Days	New Design Contract Calendar Days
360	360	no change	no change

CONTRACT ADMINISTRATION DATES (AFTER DESIGN IS COMPLETE)		
Original Contract Completion of Services Date	Current Contract Completion of Services Date	New Contract Completion of Services Date
December 31, 2020	June 30, 2022	October 31, 2022

It is understood and mutually agreed that the above change in the contract amount is for consideration and compensation for the contract modification described, including all time, direct, and indirect costs due to the modification. It is further understood and agreed that performance of the changed work will not delay completion of this project, nor cause the Contractor to accelerate performance, and that therefore, the contract time remains unchanged, except as duly modified by this and previous Change Orders, if any, and the Contractor agrees to waive damages due to delay of completion. **This includes consideration and compensation for a mutually agreed upon time extension from June 30, 2022 to October 31, 2022 for COMPLETION OF ALL SERVICES**

Signature:  Date: 04.20.2021  
Benjamin J. Girardin, AIA, LEED AP, Principal, PGAL, LLC

Submitted By: Faye Monasterio Date: 04/20/2021  
Faye Monasterio, Design & Construction Administrator, Clark County Department of Real Property Management

Approved By:  Date: 05/02/2021  
Brian Connolly, Manager Design and Construction, Clark County Department of Real Property management

**RPM CONTRACT  
ADDITIONAL SERVICES REQUEST  
(ASR)**

Project Name	Project No.	Consultant	Date
WHITNEY PARK: AQUATIC CENTER & SPLASH PAD	RP.G0219087	PGAL, LLC	8/11/2020
Additional Services Request (ASR) No.	Purchase Order No.	Outline Agreement No.	Competitive Exception (CBE) No.
3	4800009201	N/A	N/A
			Prepared By
			Stephanie Feo

You are hereby directed to make changes as described below to the contract documents, or to perform the following described Work not included in the contract documents on this Contract.

Description	TOTAL
Item 1: Additional Professional Architectural, Landscape Architectural, and Engineering services, including all necessary documentation and plans for permitting, required to modify the existing design from the original design to a 3" meter and RPPA along Missouri Ave to supply the splash pad directly per the flagged comments by LVVWD during review. As well as, assist with the resubmission of the water network analysis and agencies for review and approval.	<b>\$13,892.00</b>
Item 2: If required, additional professional services from the pool engineering designer for the design of the booster pump at the splash pad. This line item is dependent on the information provided by the Network Water Analysis.	<b>\$8,910.00</b>
Owner Authorized use of reimbursable expense per attached Exhibit D	<b>-\$22,802.00</b>
<b>Total</b>	<b>\$0.00</b>

**Reason:**

Item 1: The original water line design to support the splash pad was flagged by LVVWD during review. Although the design is tapping an existing line on the "private" side of the backflow and was approved during the Water Network Analysis, LVVWD raised concerns with an existing combined meter and backflow during the civil improvements review.  
 Item 2: Dependent on the information provided by Network Water Analysis, after resubmission, additional services from the pool engineering designer may be required to design the booster pump.

1. Original Contract Amount.....	\$49,000.00
2. Net Change(s) By Previously Authorized Additional Services Requests (ASR).....	\$887,981.00
3. Total Contract Amount To Date (Line #1 + Line #2)	\$936,981.00
4. Total Cost of This Additional Services Request (ASR).....	\$0.00
5. New Contract Amount (Line #3 + Line #4).....	\$936,981.00

**DESIGN COMPLETION OF PROJECT**

Design Notice to Proceed Date	Original Design Completion Date	Current Design Completion Date	New Design Completion Date
March, 13 2019	March 6, 2020	March 6, 2020	No Change
Original Design Contract Calendar Days	Current Design Contract Calendar Days	This Change Design Contract Calendar Days	New Design Contract Calendar Days
360 days	360 days	No change	No Change

**CONTRACT ADMINISTRATION DATES (AFTER DESIGN IS COMPLETE)**

Original Contract Completion of Services Date	Current Contract Completion of Services Date	New Contract Completion of Services Date
December 31, 2020	June 30, 2022	No Change

It is understood and mutually agreed that the above change in the contract amount is for consideration and compensation for the contract modification described, including all time, direct, and indirect costs due to the modification. It is further understood and agreed that performance of the changed work will not delay completion of this project, nor cause the Consultant to accelerate performance, and that therefore, the contract time remains unchanged, except as duly modified by this and previous Additional Services Requests (ASR), if any, and the Consultant agrees to waive damages due to delay of completion. **This includes a mutual agreement that a time extension and compensation for time extension was considered and is not needed for the subject Additional Services Request (ASR).**

Signature: Benjamin J. Girardin, AIA, LEED AP, Principal, PGAL, LLC 08.12.2020  
Date

Submitted By: Stephanie Feo Digitally signed by Stephanie Feo  
DN: cn=Stephanie Feo, o=Clark County Department of Real Property Management, email=stephanie.fe@clarkcountynv.gov, c=US 08/12/2020  
Date

Approved By: Brian Connolly, Manager Design and Construction, Clark County Department of Real Property Management 08/19/2020  
Date

**Chat Patel** Digitally signed by Chat Patel  
DN: cn=Chat Patel, o=Clark County Department of Real Property Management, ou=Design & Construction, email=chat.patel@clarkcountynv.gov, c=US