

**AMENDMENT NO. 1**  
**CBE NO. 606378-22**  
**PROFESSIONAL SERVICES FOR LOGANDALE**  
**SPORTS COMPLEX, PHASE II IMPROVEMENTS**

**THIS AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and WELLES PUGSLEY ARCHITECTS, LLP DBA SIMPSON COULTER STUDIO (hereinafter referred to as "CONSULTANT").

**WITNESSETH:**

**WHEREAS**, the parties entered into an agreement under CBE Number 606378-22, entitled "Professional Services for Logandale Sports Complex, Phase II Improvements" dated November 16, 2022 (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**, CONSULTANT has the personnel and resources necessary to accomplish the PROJECT within the required schedule for a not to exceed fee of \$1,502,995.00, 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**, CONSULTANT has the personnel and resources necessary to accomplish the PROJECT within the required schedule for a not to exceed fee of \$1,678,495, 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 IV: Compensation and Terms of Payment, Page 3, Letter A. Project Fee, 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 \$1,502,995.00.

**REVISED TO READ:**

COUNY 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 \$1,678,495.

3. Page A-3, Scope, Add:

ASR 1 – Additional restroom design services.

ASR 2 – Modifications to 18 sheets of the plan sets. 16 Potholes along the sewer line route by Geotechnical, preparation of project specifications. Design of deep manholes, structural engineering.

4. Delete Exhibit D in its entirety and replace with Revised Exhibit D, attached hereto.


This Amendment No. 1 represents an increase of \$175,500.

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:**  
WELLES PUGSLEY ARCHITECTS,  
LLP DBA SIMPSON COULTER  
STUDIO

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

By:  \_\_\_\_\_  
SEAN COULTER  
Principal

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

By: Jason Patchett  
Jason Patchett (Jan 31, 2024 16:41 PST)  
JASON B. PATCHETT  
Deputy District Attorney

**EXHIBIT D**  
**CBE NO. 606378-22**  
**MILESTONES**  
**REVISED FOR AMENDMENT 1**  
**(PO 4500365547 SNPLMA FUNDS)**

<b>PRE-DESIGN MILESTONES</b>	<b>PERCENTAGE OF FEE</b>	<b>AMOUNT</b>
Completion of Site Development Plan, including Public Review Meetings and Land Use Requirements, Program Finalization	100%	\$ N/A
<b>SUBTOTAL</b>	<b>100%</b>	<b>\$ N/A</b>
<b>DESIGN MILESTONES</b>	<b>PERCENTAGE OF FEE</b>	<b>AMOUNT</b>
Schematic Design Phase (15%)	10%	\$ \$100,155.90
Design Development Phase, including Public Review Meetings and Land Use Requirements (30%)	10%	\$ \$100,155.90
Construction Documents Phase (60%)	20%	\$ \$200,819.00
Construction Documents Phase (95% thru 100%)	25%	\$ \$216,023.75
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.	10%	\$ \$118,409.50
Bidding Assistance	5%	\$ \$59,204.75
Construction Contract Administration (Equal monthly billing through course of construction period, per Agreement)	15%	\$ \$139,661.45
Project Closeout	5%	\$ \$41,445.71
<b>SUBTOTAL</b>	<b>100%</b>	<b>\$ \$975,875.96</b>
<b>EXTENDED PROJECT REPRESENTATION/ADMINISTRATION/MANAGEMENT during construction (refer to .79 in Exhibit A Description of Designated Services)</b>	<b>PERCENTAGE OF FEE</b>	<b>AMOUNT</b>
ALLOWANCE; to be paid on a Time and Material Basis at a rate of \$160 per hour, and upon authorization from the Owner. Original value reduced for ASR 1: Original value \$148,600 - \$25,100 (ASR 1) = \$123,500 Remaining value	100%	\$ 123,500.00
<b>SUBTOTAL</b>	<b>100%</b>	<b>\$ 123,500.00</b>
<b>DELIVERABLES / REPORT / STUDY / SERVICE</b> (Activated only by written notification)		<b>AMOUNT</b>
30-day load study of existing power capacity in order to determine design.		\$ N/A
Boundary Survey / Topographic Survey : Hard Copy / Electronic Files		\$ 27,000.00
Traffic Study / Hard Copy / Electronic Files		\$ N/A
Drainage Study / Hard Copy / Electronic Files		\$ 18,000.00
Geotechnical Report (16) Borings / Hard Copy / Electronic Files		\$ 34,200.00
Three (3) 24" x 36" colored, framed renderings of building floor plan and/or elevations – Electronic Files		\$ 1,500.00
For new construction: Professional photographs of completed project in electronic format.		\$ 3,000.00
<b>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.		\$ 5,000.00
<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.		\$ 20,000.00

<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).	\$ 1,500.00
<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	\$ 50.00
<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	\$ 50.00
<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.	\$ 40,000.00
<b>SUBTOTAL</b>	<b>\$ 150,300.00</b>
<b>Additional Service Request (ASR)</b> (from Allowances; does not change Purchase Order amount)	<b>AMOUNT</b>
ASR 1, ITEM 1: additional restroom design services	\$ 25,100
<b>SUBTOTAL</b>	<b>\$ 25,100</b>
<b>Additional Service Request (ASR)</b> (that changes the Purchase Order amount)	<b>AMOUNT</b>
N/A	\$ N/A
<b>SUBTOTAL</b>	<b>\$ N/A</b>
<b>Logandale Sports Complex, Phase 2: TOTAL</b>	<b>\$ 1,274,775.96</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\*\***

**EXHIBIT D**  
**CBE NO. 606378-22**  
**MILESTONES**  
**REVISED PER AMENDMENT 1**  
**(PO 4800011336 CAPITAL FUNDS)**

<b>PRE-DESIGN MILESTONES</b>	<b>PERCENTAGE OF FEE</b>	<b>AMOUNT</b>
Completion of Site Development Plan, including Public Review Meetings and Land Use Requirements, Program Finalization	100%	\$ N/A
<b>SUBTOTAL</b>	<b>100%</b>	<b>\$ N/A</b>
<b>DESIGN MILESTONES</b>	<b>PERCENTAGE OF FEE</b>	<b>AMOUNT</b>
Schematic Design Phase (15%)	10%	\$ 18,253.60
Design Development Phase, including Public Review Meetings and Land Use Requirements (30%)	10%	\$ 18,253.60
Construction Documents Phase (60%)	20%	\$ \$36,000.00
Construction Documents Phase (95% thru 100%)	25%	\$ \$80,000.00
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.	10%	\$ N/A
Bidding Assistance	5%	\$ N/A
Construction Contract Administration (Equal monthly billing through course of construction period, per Agreement)	15%	\$ \$37,952.80
Project Closeout	5%	\$ \$17,759.04
<b>SUBTOTAL</b>	<b>100%</b>	<b>\$ \$208,219.04</b>
<b>EXTENDED PROJECT REPRESENTATION/ADMINISTRATION/MANAGEMENT during construction (refer to .79 in Exhibit A Description of Designated Services)</b>	<b>PERCENTAGE OF FEE</b>	<b>AMOUNT</b>
ALLOWANCE; to be paid on a Time and Material Basis at a rate of \$160 per hour, and upon authorization from the Owner.	100%	\$ 10,000.00
<b>SUBTOTAL</b>	<b>100%</b>	<b>\$ 10,000.00</b>
<b>DELIVERABLES / REPORT / STUDY / SERVICE</b> (Activated only by written notification)		<b>AMOUNT</b>
30-day load study of existing power capacity in order to determine design.		\$ N/A
Boundary Survey / Topographic Survey : Hard Copy / Electronic Files		\$ N/A
Traffic Study / Hard Copy / Electronic Files		\$ N/A
Drainage Study / Hard Copy / Electronic Files		\$ N/A
Geotechnical Report (16) Borings / Hard Copy / Electronic Files		\$ N/A
Three (3) 24" x 36" colored, framed renderings of building floor plan and/or elevations – Electronic Files		\$ N/A
For new construction: Professional photographs of completed project in electronic format.		\$ N/A
<b>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.		\$ N/A
<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.		\$ N/A

<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).	\$	N/A
<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	\$	N/A
<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	\$	N/A
<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.	\$	10,000.00
<b>SUBTOTAL</b>	\$	<b>10,000.00</b>
<b>Additional Service Request (ASR)</b> (from Allowances; does not change Purchase Order amount)		<b>AMOUNT</b>
N/A		N/A
<b>SUBTOTAL</b>	\$	<b>N/A</b>
<b>Additional Service Request (ASR)</b> (that changes the Purchase Order amount)		<b>AMOUNT</b>
ASR 2, Item 1: Modifications to 18 sheets of the plan sets. 16 Potholes along the Sewer line route by Geotechnical, preparation of project specifications, Design of deep manholes, structural engineering. 60 & 90% submittals to CCWRD to include comment resolution and meetings Bi-weekly meetings with CCWRD and workshop meeting.	\$	<b>175,500.00</b>
<b>SUBTOTAL</b>	\$	<b>175,500.00</b>
<b>Logandale Sports Complex, Phase 2: TOTAL</b>	\$	<b>403,719.04</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  
ADJUSTMENT OF SERVICES REQUEST  
(ASR)**

Project Name	Project No.	Consultant	Date
Logandale Sports Complex Phase II Improvements (SNPLMA)	RP.B9B22022	Simpson Coulter Consulting	1/23/2024
Adjustment of Services Request (ASR) No.	Purchase Order No.	Outline Agreement No.	Competitive Exception (CBE) No.
2	4800011336 4500365547	4610007990	606378-22
			Prepared By Charles Card / LL

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
<b>PO 4800011336 - Capital Funds</b>	
Item 1: Modifications to 18 sheets of the plan sets. 18 Potholes along the Sewer line route by Geotechnical, preparation of project specifications, Design of deep manholes, structural engineering. 60 & 90% submittals to CCWRD to include comment resolution and meetings Bi-weekly meetings with CCWRD and workshop meeting.	<b>\$175,500.00</b>
Original \$228,217.84 + \$175,500 (ASR 2) = \$403,717.84	
<b>PO 4500365547 (\$1,274,775.96) SNPLMA Funds</b>	
N/A	<b>\$0.00</b>
Extended Project Representation/Administration/Management Allowance Original value reduced for ASR 1: Original value \$148,600 - \$25,100 (ASR 1) = \$123,500 Remaining value	
<b>Total</b>	<b>\$175,500.00</b>

**Reason:**  
Because the job was transferred to a WRD project, the requirements for the bid package have been increased. This ASR is to cover the cost increases in the design.

1. Original Contract Amount:.....	\$1,502,995.00
2. Net Change(s) By Previously Authorized Adjustment of Services Requests (ASR):.....	\$0.00
3. Total Contract Amount To Date (Line #1 + Line #2)	\$1,502,995.00
4. Total Cost of This Adjustment of Services Request (ASR):.....	\$175,500.00
5. New Contract Amount (Line #3 + Line #4):.....	\$1,678,495.00

**DESIGN COMPLETION OF PROJECT**

Design Notice to Proceed Date	Original Design Completion Date	Current Design Completion Date	New Design Completion Date
December 5, 2022	August 11, 2023	August 11, 2023	No change
Original Design Contract Calendar Days	Current Design Contract Calendar Days	This Change Design Contract Calendar Days	New Design Contract Calendar Days
250	250	N/A	N/A

**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 30, 2025	December 30, 2025	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 Adjustment of 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 Adjustment of Services Request (ASR).

Signature: Sean Coulter, Simpson Coulter Studio

*[Signature]*

Submitted By: Charles Card, Design & Construction Administrator, Clark County Department of Real Property Management

*[Signature]*

Approved By: John Advent, Manager Design and Construction, Clark County Department of Real Property Management

*[Signature]*

1.24.24

Date

01/24/2024

Date

01/24/2024

Date

If over 10% of original contract amount, then  
Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Jessica Colvin, Chief Financial Officer, Clark County

**RPM CONTRACT  
ADJUSTMENT OF SERVICES REQUEST  
(ASR)**

Project Name	Project No.	Consultant	Date
Logandale Sports Complex Phase II Improvements (SNPLMA)	RP.B9B22022	Simpson Coulter Consulting	11/29/2023
Adjustment of Services Request (ASR) No.	Purchase Order No.	Outline Agreement No.	Competitive Exception (CBE) No.
1	4800011336	4610007990	606378-22
Prepared By Charles Card / LL			

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 restroom design services	\$25,100.00
Item 2: Owner authorized use of allowances, as noted below and Exhibit D	-\$25,100.00
Extended Project Representation/Administration/Management Allowance Original value reduced for ASR 1: Original value \$50,000 - \$25,100 (ASR 1) = \$24,900 Remaining value	
Total	\$0.00

**Reason:**  
To design a restroom for this project in an attempt to give the stakeholders what they want and save time in our schedule.

1. Original Contract Amount:.....	\$1,502,995.00
2. Net Change(s) By Previously Authorized Adjustment of Services Requests (ASR):.....	\$0.00
3. Total Contract Amount To Date (Line #1 + Line #2)	\$1,502,995.00
4. Total Cost of This Adjustment of Services Request (ASR):.....	\$0.00
5. New Contract Amount (Line #3 + Line #4):.....	\$1,502,995.00

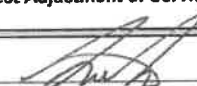
**DESIGN COMPLETION OF PROJECT**

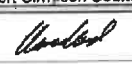
Design Notice to Proceed Date	Original Design Completion Date	Current Design Completion Date	New Design Completion Date
December 5, 2022	December 5, 2022	December 5, 2022	No change
Original Design Contract Calendar Days	Current Design Contract Calendar Days	This Change Design Contract Calendar Days	New Design Contract Calendar Days
250	250	N/A	N/A


**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 30, 2025	December 30, 2025	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 Adjustment of 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 Adjustment of Services Request (ASR).

  
 Signature: Sean Coulter, Simpson Coulter Studio

  
 Submitted By: Charles Card, Design & Construction Administrator, Clark County Department of Real Property Management

  
 Approved By: John Advent, Manager Design and Construction, Clark County Department of Real Property Management

12.14.23  
Date

Date

01/23/2024  
Date

**Chat Patel**

Digitally signed by Chat Patel  
DN: cn=Chat Patel, o=Clark County Department of Real Property Management, email=chat.patel@clerkcounty.net, c=US  
Date: 2024.01.23 10:00:00Z