



togetherforbetter

AMENDMENT NO.
CBE NO. 606714-23
PROFESSIONAL SERVICES FOR LAKE MEAD & ENGLESTAD
MICROBUSINESS PARK (COMMERCIAL) DESIGN &
CONSTRUCTION

THIS AMENDMENT is made and entered into this ____ day of _____ 2024, by and between CLARK COUNTY, NEVADA (hereinafter referred to as “COUNTY”), and KME ARCHITECTS, LLC (hereinafter referred to as “CONSULTANT”).

WITNESSETH:

WHEREAS, the parties entered into an agreement under CBE Number 606714-23, entitled “Professional Services for Lake Mead & Englestad Microbusiness Park (Commercial) Design & Construction” dated July 10, 2023 (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, Revised per Amendment No. 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 \$994,531, 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 \$1,159,626.43, 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, Revised per Amendment No. 2

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 \$994,531.

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 \$1,159,626.43.

3. Page A-3, Scope, Add:

ASR 4, Item 1: To provide additional sub consultant services due to the change in scope. Kitchen consultant to provide design for a kitchen, equipment schedule, specifications, Health Department submittal, and review. Mechanical, Electrical, and Plumbing consultant to provide design for TI spaces, new kitchen design, office spaces first floor and audio/visual for second floor. Interior Design to identify Material development selection, coordination, floor, walls and ceiling drawings, interior elevations, and specifications.

ASR 4, Item 2: To provide revised the civil plans to reflect the addition of fire water booster pump stations and domestic water booster pumps. Provided revised plans to add fire water booster pump stations, domestic water booster pumps, and relocation of electric room, stair #3 and reconfigure multi-purpose room storage. Provide fire sprinkler design, fire pump details, specifications, sprinkler layout, and fire alarm design in accordance with NFPA 72 and Architectural Coordination.

ASR 4, Item 3: To provide Utilities Verification Complete fifteen (15) Utility Test Holes locations.

ASR 4, Item 4: increase allowances.

4. Delete Exhibit D, Revised per Amendment No. 2 in its entirety and replace with Revised Exhibit D per Amendment No. 3, attached hereto.

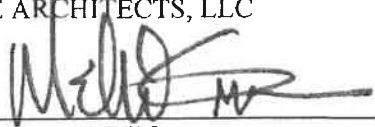
This Amendment No. 3 represents an increase of \$165,095.43.

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:
KME ARCHITECTS, LLC

By: _____
JESSICA COLVIN
Chief Financial Officer

By: 
MELVIN GREEN
Principal

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

By: *Sarah Schaerrer*
Sarah Schaerrer (Sep 30, 2024 10:44 PDT)
SARAH SCHAERRER
Deputy District Attorney

EXHIBIT D
CBE NO. 606714-23
MILESTONES
RP.D0922033 – LAKE MEAD & ENGLESTAD MICROBUSINESS PARK (COMMERCIAL) DESIGN & CONSTRUCTION
REVISED PER AMENDMENT NO. 3

PRE-DESIGN & COORDINATION MILESTONES – Site & Residential	PERCENTAGE OF FEE	AMOUNT
Coordination and review for Site Development Plan, including Public Review Meetings and Land Use Requirements, Program Finalization	100%	\$
Architectural Meetings & Coordination with Owner Selected Developer (Bi-weekly meetings approx. 26 mtgs x 3hr x \$225)		\$17,550.00
Architect Provided Civil Meeting & Coordination with Owner Developer (approx. 5 mtgs)		\$ 5,400.00
SUBTOTAL	100%	\$ 22,950.00
PRE-DESIGN MILESTONES – Commercial building only	PERCENTAGE OF FEE	AMOUNT
Completion of Site Development Plan, including Public Review Meetings and Land Use Requirements, Program Finalization	100%	\$ 37,445.00
Programming		
Space planning		
Overall floor plans and elevation concepts		
Coordination with owner selected developer		
Civil Engineering Coordination		\$ 6,500.00
SUBTOTAL	100%	\$ 43,945.00
DESIGN MILESTONES	PERCENTAGE OF FEE	AMOUNT
Schematic Design Phase (15%)	10%	\$ 73,400.00
Design Development Phase, including Public Review Meetings and Land Use Requirements (30%)	10%	\$ 73,400.00
Construction Documents Phase (60%)	20%	\$ 146,880.00
Construction Documents Phase (95% thru 100%)	30%	\$ 220,320.00
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%	\$ 73,400.00
Bidding Assistance	5%	\$ 36,700.00
Construction Contract Administration (Equal monthly billing through course of construction period, per Agreement)	10%	\$ 73,400.00
Project Closeout	5%	\$ 36,700.00
SUBTOTAL	100%	\$ 734,200.00

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 \$145 per hour, and upon authorization from the Owner.	100%	\$ 13,920.00
SUBTOTAL	100%	\$13,920.00
DELIVERABLES / REPORT / STUDY / SERVICE (Activated only by written notification)		AMOUNT
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 (_3_) Borings / Hard Copy / Electronic Files		\$5,720.00
Three (3) 24" x 36" colored, framed renderings of building floor plan and/or elevations – Electronic Files		\$ 1,000.00
For new construction: Professional photographs of completed project in electronic format.		\$ 2,500.00
Reimbursable Expense: 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
Reimbursable Expense: 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 (5 locations). 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.		\$7,500.00
Reimbursable Expense – Design Milestone Sets: 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
Reimbursable Expense - Bid Sets: One (1) compact discs (originals shall be electronically stamped and corrected by CONSULTANT to reflect approved building plan check requirements and revisions) / Electronic Files		\$ 100.00
Reimbursable Expense - Construction Sets: 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		\$ 100.00
Reimbursable Expense: 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
Phase 1 Environmental Report		\$ 3,000.00
SUBTOTAL		\$ 31,420.00
Additional Service Request (ASR) (from Allowances; does not change Purchase Order amount)		AMOUNT
SUBTOTAL		N/A

Additional Service Request (ASR) (that changes the Purchase Order amount)	AMOUNT
ASR 1, Item 1: To provide additional civil engineering services for a Boundary and Topographic Survey & Task Force Meeting	\$7,750.00
ASR 2, Item 1: Additional professional civil engineering services, mark-up (10%) and architectural coordination.	\$113,496.00
ASR 3, Item 1: To prepare a traffic study the conforms to the City provided scope.	\$26,850.00
ASR 4, Item 1: To provide additional sub consultant services due to the change in scope. Kitchen consultant to provide design for a kitchen, equipment schedule, specifications, Health Department submittal, and review. Mechanical, Electrical, and Plumbing consultant to provide design for TI spaces, new kitchen design, office spaces first floor and audio/visual for second floor. Interior Design to identify Material development selection, coordination, floor, walls and ceiling drawings, interior elevations, and specifications.	\$42,550.00
ASR 4, Item 2: To provide Revised the civil plans to reflect the addition of fire water booster pump stations and domestic water booster pumps. Provide revised plans to add fire water booster pump stations, domestic water booster pumps, and relocation of electric room, stair #3 and reconfigure multi-purpose room storage. Provide fire sprinkler design, fire pump details, specifications, sprinkler layout, and fire alarm design in accordance with NFPA 72 and Architectural Coordination as outlined in the attached proposal dated 06/24/2024.	\$40,920.00
ASR 4, Item 3: To provide Utilities Verification Complete fifteen (15) Utility Test Holes location per attached exhibit Architectural Coordination	\$21,275.43
ASR 4, Item 4: Increase allowances	\$60,350.00
SUBTOTAL	\$313,191.43
RP.D0922033 – LAKE MEAD & ENGLESTAD MICROBUSINESS PARK (COMMERCIAL) D&C: TOTAL	\$ 1,159,626.43

****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
Acquisition of Land: Lake Mead and Englestad		RP.D0922033	KME Architects	5/22/2024
Adjustment of Services Request (ASR) No.	Purchase Order No.	Outline Agreement No.	Competitive Exception (CBE) No.	Prepared By
4	4800011851	4610008213	N/A	Charles Card / CR

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: To provide additional sub consultant services due to the change in scope. Kitchen consultant to provide design for a kitchen, equipment schedule, specifications, Health Department submittal, and review. Mechanical, Electrical, and Plumbing consultant to provide design for TI spaces, new kitchen design, office spaces first floor and audio/visual for second floor. Interior Design to identify Material development selection, coordination, floor, walls and ceiling drawings, interior elevations, and specifications.	\$42,550.00
Item 2: To provide Revised the civil plans to reflect the addition of fire water booster pump stations and domestic water booster pumps. Provide revised plans to add fire water booster pump stations, domestic water booster pumps, and relocation of electric room, stair #3 and reconfigure multi-purpose room storage. Provide fire sprinkler design, fire pump details, specifications, sprinkler layout, and fire alarm design in accordance with NFPA 72 and Architectural Coordination as outlined in the attached proposal dated 06/24/2024.	\$40,920.00
Item 3: To provide Utilities Verification Complete fifteen (15) Utility Test Holes location per attached exhibit Architectural Coordination	\$21,275.43
Item 4: Increase allowances	\$60,350.00
Total	\$165,095.43

Reason:

Additional design services needed due to future project design plans being implemented to current design.

1. Original Contract Amount:.....	\$846,435.00
2. Net Change(s) By Previously Authorized Adjustment of Services Requests (ASR):.....	\$148,096.00
3. Total Contract Amount To Date (Line #1 + Line #2)	\$994,531.00
4. Total Cost of This Adjustment of Services Request (ASR):.....	\$165,095.43
5. New Contract Amount (Line #3 + Line #4):.....	\$1,159,626.43


DESIGN COMPLETION OF PROJECT

Design Notice to Proceed Date	Original Design Completion Date	Current Design Completion Date	New Design Completion Date
August 17, 2023	July 11, 2024	July 11, 2024	No change
Original Design Contract Calendar Days	Current Design Contract Calendar Days	This Change Design Contract Calendar Days	New Design Contract Calendar Days
330	330	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, 2026	December 30, 2026	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 Additional Services Request (ASR).**

Signature:  Melvin Green, KME Architects Date: 9.9.2024

Submitted By:  Charles Card, Design and Construction Administrator, Clark County Department of Real Property Management Date: 09/10/2024

Approved By:  John Advent, Manager Design and Construction, Clark County Department of Real Property Management Date: 09/11/2024

If over 10% of original contract amount, then Approved By: Jessica Colvin, Chief Financial Officer Date: _____

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

Project Name	Project No.	Consultant	Date
Acquisition of Land: Lake Mead and Englestad	RP.D0922033	KME Architects	12/21/2023
Adjustment of Services Request (ASR) No.	Purchase Order No.	Outline Agreement No.	Competitive Exception (CE) No.
3	4800011851	4810008213	806714-23
			Prepared By
			Charles Card / CR

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: To prepare a traffic study that conforms to the City provided scope.	\$26,850.00
Total	\$26,850.00

Reason:
For additional work required by the City of North Las Vegas during our land use review.

1. Original Contract Amount:.....	\$846,435.00
2. Net Change(s) By Previously Authorized Adjustment of Services Requests (ASR):.....	\$121,246.00
3. Total Contract Amount To Date (Line #1 + Line #2) :	\$967,681.00
4. Total Cost of This Adjustment of Services Request (ASR):.....	\$26,850.00
5. New Contract Amount (Line #3 + Line #4):.....	\$994,531.00

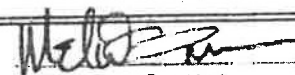



DESIGN COMPLETION OF PROJECT

Design Notice to Proceed Date	Original Design Completion Date	Current Design Completion Date	New Design Completion Date
August 17, 2023	July 11, 2024	July 11, 2024	No change
Original Design Contract Calendar Days	Current Design Contract Calendar Days	This Change Design Contract Calendar Days	New Design Contract Calendar Days
330	330	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, 2026	December 30, 2026	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 Additional Services Request (ASR).

Signature:  Melvin Green, KME Architects	Date: 1.08.2024
Submitted By:  Charles Card, Design and Construction Administrator, Clark County Department of Real Property Management	Date: 1/18/2024
Approved By:  John Advent, Manager Design and Construction, Clark County Department of Real Property Management	Date: 01/18/2024
Approved By:  Jessica Colvin, Chief Financial Officer	Date: Mar 14, 2024

Chat Patel

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

Project Name		Project No.	Consultant	Date
Acquisition of Land: Lake Mead and Englestad		RP.D0922033	KME Architects	9/25/2023
Adjustment of Services Request (ASR) No.	Purchase Order No.	Outline Agreement No.	Competitive Exception (CBE) No.	Prepared By
2	4800011851	4610008213	N/A	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 professional civil engineering services, mark-up (10%) and architectural coordination.	\$113,496.00
Total	\$113,496.00

Reason:
The additional services was not included in the original fee proposal.

1. Original Contract Amount.....	\$846,435.00
2. Net Change(s) By Previously Authorized Adjustment of Services Requests (ASR).....	\$7,750.00
3. Total Contract Amount To Date (Line #1 + Line #2).....	\$854,185.00
4. Total Cost of This Adjustment of Services Request (ASR).....	\$113,496.00
5. New Contract Amount (Line #3 + Line #4).....	\$967,681.00

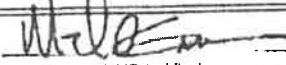
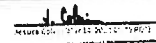
DESIGN COMPLETION OF PROJECT

Design Notice to Proceed Date	Original Design Completion Date	Current Design Completion Date	New Design Completion Date
August 17, 2023	July 11, 2024	July 11, 2024	No change
Original Design Contract Calendar Days	Current Design Contract Calendar Days	This Change Design Contract Calendar Days	New Design Contract Calendar Days
180	180	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 Additional Services Request (ASR).

Signature: 	10.3.2023
Submitted By: Charles Card, Design and Construction Administrator, Clark County Department of Real Property Management	10/05/2023
Approved By: John Advent, Manager Design and Construction, Clark County Department of Real Property Management	10/5/2023
Approved By:  Jessica Colvin, Chief Financial Officer	Mar 14, 2024

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

Project Name		Project No.	Consultant	Date
Acquisition of Land: Lake Mead and Englestad		RP.D0922033	KME Architects	9/14/2023
Adjustment of Services Request (ASR) No.	Purchase Order No.	Outline Agreement No.	Competitive Exception (CBE) No.	Prepared By
1	4800011851	4610008213	N/A	John Advent / 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: To provide additional civil engineering services for a Boundary and Topographic Survey & Task Force Meeting	\$7,750.00
Total	\$7,750.00

Reason:
Topographic survey services are required for site analysis and was not included in the original fee proposal

1. Original Contract Amount:.....	\$846,435.00
2. Net Change(s) By Previously Authorized Adjustment of Services Requests (ASR):.....	\$0.00
3. Total Contract Amount To Date (Line #1 + Line #2)	\$846,435.00
4. Total Cost of This Adjustment of Services Request (ASR):.....	\$7,750.00
5. New Contract Amount (Line #3 + Line #4):.....	\$854,185.00


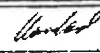


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CONTRACT ADMINISTRATION DATES (AFTER DESIGN IS COMPLETE)

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Signature:  Melvin Green, KME Architects	Date: 9.19.2023
Submitted By:  Charles Card, Design and Construction Administrator, Clark County Department of Real Property Management	Date: 9/25/2023
Approved By:  John Advent, Manager Design and Construction, Clark County Department of Real Property Management	Date: 10/2/2023
If over 10% of original contract amount, then Approved By:  Jessica Colvin, Chief Financial Officer	Date: N/A