

**AMENDMENT NO. 1
CBE 606726-23
CONTRACT FOR ALL-IN CLARK COUNTY IMPLEMENTATION
AND PROGRAM SUPPORT**

THIS AMENDMENT is made and entered into this ____ day of _____ 2024, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and KIM LUNDGREN ASSOCIATES, INC. (hereinafter referred to as CONSULTANT).

WITNESSETH:

WHEREAS, the parties entered into an agreement under CBE 606726-23, entitled All-In Clark County Implementation and Program Support dated September 20, 2023 (hereinafter referred to as PROJECT); and

WHEREAS, the parties desire to amend the PROJECT.

NOW, THEREFORE, the parties agree to amend the PROJECT as follows:

1. SECTION I, TERM OF CONTRACT

Delete the following in its entirety:

COUNTY agrees to retain CONSULTANT for the period from date of award through December 31, 2025. During this period, CONSULTANT agrees to provide services as required by COUNTY within the scope of this contract.

Replace with the following:

COUNTY agrees to retain CONSULTANT for the period from date of award through August 31, 2027. During this period, CONSULTANT agrees to provide services as required by COUNTY within the scope of this contract. COUNTY reserves the right to extend the contract for up to an additional three (3) months for its convenience.

2. SECTION II, COMPENSATION AND TERMS OF PAYMENT, A. Compensation

Delete the following in its entirety:

COUNTY agrees to pay CONSULTANT for the performance of services described in Exhibit A, Scope of Work the not-to-exceed amount of \$1,057,000. COUNTY'S obligation to pay CONSULTANT cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A, Scope of Work must be completed by CONSULTANT, and it shall be CONSULTANT'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for said fee.

Replace with the following:

COUNTY agrees to pay CONSULTANT for the performance of services described in Exhibit A, Scope of Work the not-to-exceed amount of \$1,557,000. COUNTY'S obligation to pay CONSULTANT cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in

Exhibit A, Scope of Work must be completed by CONSULTANT, and it shall be CONSULTANT'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for said fee.

3. EXHIBIT A, SCOPE OF WORK, H. INVOICING SCHEDULE AND REQUIREMENTS

Delete Exhibit A, Scope of Work, H. Invoicing Schedule and Requirements in its entirety.

Replace with Amendment No.1 Exhibit A, Invoicing Schedule and Requirements, attached below.

4. EXHIBIT D, FEDERAL CONTRACT PROVISIONS. Add Exhibit D, Federal Contract Provisions, attached hereto.

5. EXHIBIT E, FEDERAL FORMS. Add Exhibit E, Federal Forms A, B, and C, attached hereto.

6. In the event of a conflict between any provision(s) of the CONTRACT and of this Amendment No. 1, this Amendment No. 1 shall control.

This Amendment No. 1 represents an increase of **\$500,000**.

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:
KIM LUNDGREN ASSOCIATES, INC.

By: _____
JESSICA COLVIN date
Chief Financial Officer

By:  _____
KIM LUNDGREN date
Owner

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

By:  _____ Apr 11, 2024
Jason Patchett (Apr 11, 2024 09:07 PDT)
JASON B. PATCHETT date
Deputy District Attorney

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EXHIBIT A SCOPE OF WORK

H. INVOICING SCHEDULE AND REQUIREMENTS:

All invoices must be submitted according to the procedures outlined Section II: Compensation and Terms of Payment. This section provides further clarification on invoicing allowances:

CONSULTANT shall invoice COUNTY *only* upon submission and acceptance of deliverables and completion of milestones and in accordance with the funding allowances listed in the table below. Invoice payment will be withheld pending deliverable approval.

Hourly rates are as follows:

Role	Hourly Rate (2023)	Hourly Rate (2024)	Hourly Rate (2025)	Hourly Rate (2026)	Hourly Rate (2027)
Project Director	\$225	\$250	\$265	\$285	\$300
Project Manager	\$170	\$180	\$185	\$195	\$205
Deputy Project Manager	\$130	\$135	\$140	\$145	\$150
GHG Lead	\$175	\$200	\$215	\$235	\$255
GHG Support	\$125	\$135	\$140	\$150	\$160
Engagement Lead	\$150	\$175	\$185	\$200	\$220
Engagement Support	\$125	\$130	\$135	\$140	\$150
Research & Planning Support	\$95	\$100	\$115	\$125	\$140
Design	\$95	\$100	\$105	\$110	\$120
Strategic Advisor	\$200	\$225	\$250	\$275	\$310

It is the responsibility of CONSULTANT to ensure all deliverables for the invoice period have been delivered and accepted and all milestones have been completed **before submitting an invoice**. CONSULTANT shall describe the work being invoiced per the agreed upon and approved work plan.

COUNTY, at its discretion, may not approve or issue payment on invoices if CONSULTANT fails to provide the following information required on each invoice:

- a. The Title of the Project as stated in this Scope of Work, described work being invoiced, Purchase Order Number, the Invoice Date, the Invoice Number, and the Payment Address.
- b. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested should be retained and provided upon request. Maximum reimbursable travel expenses under this contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. Expenses not defined in this Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
- b. A "BUDGET SUMMARY COMPARISON" sheet, which outlines the total amount CONSULTANT was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices. The form may be found at:
<http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx>

Invoices shall be submitted via email to JBechtel@clarkcountynv.gov, or other appointed designee, or by United States mail or commercial courier/parcel service addressed as follows:

Jodi Bechtel
Clark County Department of Environment and Sustainability

4701 W. Russell Road, Suite 200
Las Vegas, NV 89118

PLEASE DO NOT SEND INVOICES VIA EMAIL **AND** MAIL, please select one submission option or the other and submit invoices only once.

Per NRS 244.250 COUNTY shall not provide payment on any invoice CONSULTANT submits after six (6) months from the date CONSULTANT performs services, provides deliverables, and or meets milestones, as agreed upon in this Scope of Work.

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EXHIBIT D

FEDERAL CONTRACT PROVISIONS

Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards

Consultant must comply with 2 CFR 200 Appendix II requirements as applicable. The following provisions are incorporated into the contract and must be included in all subcontracts.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for

all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671g) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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EXHIBIT E

FEDERAL FORMS

FORM A - AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c) AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT

**FORM B - CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

FORM C - TITLE VI COMPLIANCE QUESTIONNAIRE

FORM A
AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT

STATE OF Florida

COUNTY OF Broward County

I, Kim Lundgren Barrows (Name of party signing this affidavit and the Proposal Form) CEO (title).

being duly sworn do depose and say: That Kim Lundgren Associates, Inc. (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

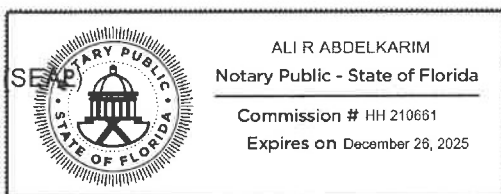
(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Kim Lundgren Barrows
Signature

CEO
Title

Sworn to before me this 14th day of March, 20 24



Ali R Abdelkarim
Notary Public, Judge or other Official

FORM B
CERTIFICATION REQUIRED BY SECTION 1352
OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Kim Lundgren Barrows
Name (please type or print)


Signature

CEO
Title

FORM C - TITLE VI COMPLIANCE QUESTIONNAIRE

Title VI is a statute provision of the Civil Rights Act of 1964:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Sec 2000d)

The following information will be used by Clark County for statistical purposes only. This information will not affect any decisions made by the County.

Your participation is voluntary, but would be greatly appreciated. If you choose to participate, please do not include this form with your technical Proposal. Please upload this questionnaire to the Confidential folder provided in EPATS.

Choose one ethnic group with which the principal owner(s) most identify:

- ☐ Black (Not of Hispanic origin: All persons having origins in any of the Black racial groups.)
- ☐ Asian/Pacific Islander (All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.)
- ☐ Hispanic (All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.)
- ☐ Native American (All persons having origins in any of the original peoples of North America and who maintain cultural identification through a tribal affiliation or community recognition.)
- ☒ White (Not of Hispanic origin: All persons having origins in any of the original peoples of Europe, North Africa, or Middle East.)
- ☐ Other (All persons not matching one of the other choices.)

Sex: ☐ Male ☒ Female

☐ I understand my participation is voluntary and decline to provide the requested information

Firm Name: Kim Lundgren Associates, Inc.

Owner Name (Print): Kim Lundgren Barrows

Owner Name (Sign): 

Date: March 14, 2024