

AMENDMENT NO. 3
CBE NO. 604517-17
PROFESSIONAL ARCHITECTURAL SERVICES FOR GOVERNMENT CENTER AND
CENTRAL PLANT: ROOF REHABILITATION

THIS AMENDMENT is made and entered into this ____ day of _____ 2021, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and SPARKFLIGHT STUDIOS, LLC DBA SPARKFLIGHT STUDIOS (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, the parties entered into an agreement under CBE Number 604517-17, entitled "Professional Architectural Services for Government Center and Central Plant: Roof Rehabilitation" dated September 28, 2017 (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 \$472,265.60, 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: 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 \$516,564.03, 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: OWNER agrees to pay CONSULTANT for the performance of services described in the Scope of Work (Exhibit A), for the not-to-exceed amount of \$472,265.60.

REVISED TO READ: OWNER agrees to pay CONSULTANT for the performance of services described in the Scope of Work (Exhibit A), for the not-to-exceed amount of \$516,564.03.

3. Page A-1, Project Completion, Paragraph 1, revised per Amendment No. 2

ORIGINALLY WRITTEN: Completion of all services shall be before July 30, 2020 unless such date is amended by the Owner.

REVISED TO READ: Completion of all services shall be before December 1, 2021 unless such date

is amended by the Owner.

4. Page A-2, Project Scope, Add:

ASR #3 – All necessary design services required, including travel compensation for an additional site visit by engineer to coordinate and test installed Fall Protection Systems as outlined in Sparkflight Studio's Proposal #8 pages 1-2, dated March 6, 2020, attached hereto.

ASR #4 – All necessary design services required, for an additional design services to coordinate and modify fall protection systems as outlined in Sparkflight Studio's Proposal No. 9, dated November 2, 2020, attached hereto.

ASR #5 – Additional project meetings extending CA period. Additional submittal package review. Nine (9) additional site visits extending CA period. Additional CA meetings, attached hereto.

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

6. The revisions contained herein are effective as of August 1, 2020..

This Amendment No. 3 represents an increase of \$44,298.43.

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:
SPARKFLIGHT STUDIOS, LLC DBA
SPARKFLIGHT STUDIOS

By: _____
JESSICA COLVIN
Chief Financial Officer

By: 
ANNE JOHNSON
CEO / Principal

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

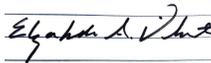
By: 
ELIZABETH VIBERT
Deputy District Attorney

EXHIBIT D: MILESTONES

Revised for Amendment #3

RP.D0917022 GOVERNMENT CENTER AND CENTRAL PLANT: ROOF REHABILITATION

PRE-DESIGN MILESTONES	PERCENTAGE OF FEE	AMOUNT
Completion of Site Development Plan, including Public Review Meetings and Land Use Requirements, Program Finalization	N/A	N/A
SUBTOTAL	100%	\$ -
DESIGN MILESTONES	PERCENTAGE OF FEE	AMOUNT
Schematic Design Phase (15%)	N/A	N/A
Design Development Phase, including Public Review Meetings and Land Use Requirements	25%	\$78,874.00
Construction Documents Phase (60%)	25%	78,874.00
Construction Documents Phase (95% thru 100%)	30%	94,649.00
Bidding Assistance	5%	15,774.00
Construction Contract Administration (Billed monthly through course of construction period, per Agreement)	10%	31,550.00
Project Closeout	5%	15,774.00
SUBTOTAL	100%	315,495.00
EXTENDED PROJECT REPRESENTATION/ADMINISTRATION/MANAGEMENT	PERCENTAGE OF FEE	AMOUNT
To be paid in equal monthly payments - see Agreement	N/A	N/A
SUBTOTAL	100%	\$ -
DELIVERABLES / REPORT / STUDY / SERVICE		AMOUNT
Allowance: Asbestos (ACM) Report Line item reduced for ASR #4 = \$3,500-\$3,500 (ASR #4) = \$0 remaining balance		0.00
Allowance: Provision by Consultant during design phase of ladders, lifts, or other vertical equipment required to access elements of the project for observation. Line item reduced for Invoice 5 = \$3,375 – Original Allowance \$22,500 = \$19,125 remaining balance – Invoice 6 \$1,125 = \$18,000 remaining balance – Invoice 7 \$18,000 = \$0.00 remaining balance. (Line Item Remains at \$22,500 because all reductions were from invoices).		22,500.00
Allowance: Extended project representation including after-hours and additional site visits. Original allowance \$6,800.00 - \$6,575.00 (ASR 3) = \$225 remaining balance - \$225 (ASR #5) = \$0.00 Remaining Balance.		0.00
Allowance: Reimbursable Expense – Design Milestone Sets: Five (5) 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). Original allowance of \$1,500.00 – Invoice 8-80426 \$219.93 = \$1,280.07 remaining balance - \$1,280.07 (ASR #5) = \$0.00 Remaining Balance. (Line Item Remains at \$219.93 because of invoice reduction)		219.93
Allowance: Reimbursable Expense - Bid Sets: Five (5) individual compact discs (originals shall be electronically stamped and corrected by CONSULTANT to reflect approved building plan check requirements and revisions) / Electronic Files Original Allowance: \$75.00 - \$75.00 (ASR #5) = \$0.00 Remaining Balance.		0.00
Allowance: Reimbursable Expense - Construction Sets: Fifteen (15) individually rolled sets of drawings (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 Line item reduced for ASR #4 = \$1,500-\$1,500 (ASR #4) = \$0 remaining balance		0.00
Allowance: Reimbursement of CONSULTANT- paid OWNER expenses, such as fees for plan check, permit, and utilities as authorized by Owner. Original allowance: \$1,500 - \$385 (Line Item Remains at \$385 because of invoice reduction) = \$1,115 remaining balance - \$965 (ASR #4) = \$150 remaining balance - \$150 (ASR #5) = \$0.00		385.00
SUBTOTAL		23,104.93

ADDITIONAL SERVICES REQUEST (that changes the Purchase Order amount)	AMOUNT
ASR 1 Item 1: Vertical Access and investigation of sealants during design phase for the Pyramid and Rotunda exterior wall, in excess of designated Allowance. A mutually agreed upon time extension of 60 calendar days has been allotted to this line item. ASR 1 Item #2: Add building information modeling take-offs and report for use by Architect for estimating and scope presentation related to biddable quantities. ASR 1 Item #3: Additional scope not included in original contract consisting of Central Plant control joint sealants and infill addition, stone colonnades at Amphitheater, and landscape and low retaining walls at Amphitheater. Deliverables include record documentation with field measurements, addition of building information modeling take-offs and report per Line Item 2, and cost estimation. ASR 1 Item #4: Provide professional design services for sealant pull tests to determine the appropriate product and quality for inclusion with scope of work.	41,953.60
ASR 2 Item 1: All necessary design services required to prepare design intent bid constrictions documents to achieve a functional and OSHA compliant rooftop anchor system as outlined in Sparkflight's ASR proposal dated January 10, 2019.	77,442.00
ASR #5 Item #1: 37 additional project meetings extending CA period. Item #2: Additional submittal package review. Item #3: Nine (9) additional site visits extending CA period. Item #4: Additional CA meetings.	46,028.50
SUBTOTAL	165,424.10
ADDITIONAL SERVICES REQUEST (that does not change the Purchase Order amount)	AMOUNT
ASR 3 Item 1: All necessary design services required, including travel compensation, for an additional site visit by engineer to coordinate and test installed Fall Protection Systems as outlined in SparkFlight Studio's proposal #8 pages 1-2, dated March 6, 2020.	\$6,575.00
ASR 4 Item 1: All necessary design services required to coordinate and modify fall protection systems as outlined in Sparkflight Studio's Proposal No. 9, dated November 2, 2020.	\$5,965.00
SUBTOTAL	\$12,540.00
GRAND TOTAL	\$516,564.03

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

Project Name		Project No.	Consultant	Date
Government Center Roof and Sandstone Sealant		RP.D0917022	Sparkflight Studios LLC	06.04.2021 Rev. 09.02.2021
Additional Services Request (ASR) No.	Purchase Order No.	Outline Agreement No.	Competitive Exception (CBE) No.	Prepared By
5	4800008671 <small>(Original PO 480008406)</small>	4610006171 <small>(Original OA 4610005945)</small>	604517-17	Anne Johnson

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: 37 Additional Project Meetings extending construction administration period.	\$16,375.00
Item 2: Additional Submittal Package Review	\$500.00
Item 3: 9 Additional Site Visits extending construction administration period.	\$7,012.50
Item 4: Additional CA Meeting	\$22,141.00
Allowance: Reimbursable Expense – Allowance for Extended Representation Item Reduced for ASR: Original allowance \$6,800 - \$6,575 (ASR #3) - \$225 (ASR #5) = \$0 Balance Remaining.	
Allowance: Reimbursable Expense – Design Milestone Sets-Line Item Reduced for ASR: Original allowance \$1,500 - \$219.93 (INV 8-80426) - \$1,280.07 (ASR #5) = \$0 Balance Remaining.	
Allowance: Reimbursable Expenses - Bid sets-Line Item Reduced for ASR: Original allowance \$75 - \$75 (ASR #5) = \$0 Balance Remaining.	
Allowance: Consultant-Paid Owner Expenses-Line Item Reduced for ASR: Original allowance \$1,500 - \$385 (INV 10-80440) - \$965 (ASR #4) - \$150 (ASR #5) = \$0 Balance Remaining.	
	-\$1,730.07
Total	\$44,298.43

Reason:
Item 1: 37 additional meetings were necessary for documenting progress due to increases to scope of work, construction conflicts, closeout document submittal/review.
Item 2: Additional document reviews and submittals were required due to incomplete submittal packages.
Item 3: Additional site visits were required due to added scope of work and site visits.
Item 4: Additional Construction Administration meetings required due to extended construction period.

This ASR includes a ratification for extension of the contract to revise the "completion of services date" for work that was authorized by RPM D&C to proceed past the previous agreed upon contract end date due to delays, owner changes, design professional oversight, or unforeseen circumstances encountered during the course of implementing the project.

1. Original Contract Amount.....	\$352,870.00
2. Net Change(s) By Previously Authorized Additional Services Requests (ASR):.....	\$119,395.60
3. Total Contract Amount To Date (Line #1 + Line #2)	\$472,265.60
4. Total Cost of This Additional Services Request (ASR):.....	\$44,298.43
5. New Contract Amount (Line #3 + Line #4):.....	\$516,564.03

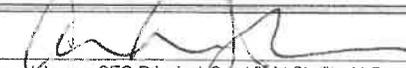
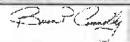
DESIGN COMPLETION OF PROJECT

Design Notice to Proceed Date	Original Design Completion Date	Current Design Completion Date	New Design Completion Date
November 2, 2017	April 30, 2018	March 27, 2019	March 27, 2019
Original Design Contract Calendar Days	Current Design Contract Calendar Days	This Change Design Contract Calendar Days	New Design Contract Calendar Days
180	512	0	512

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
July 30, 2019	February 28, 2021	December 1, 2021

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 consideration and compensation for a mutually agreed upon time extension from February 28, 2021 to December 1, 2021 for FOR COMPLETION OF ALL SERVICES.**

Signature:  Anne Johnson, CEO-Principal, Sparkflight Studios LLC	Date: 9-20-2021
Submitted By:  Jeff Newsom	Date: 11/16/2021
Jeff Newsom, Construction Project Coordinator, Clark County Department of Real Property Management	
Approved By:  Brian Connolly	Date:
Approved By: Brian Connolly, Assistant Director, Clark County Department of Real Property Management	

Digitally signed by John Advent
 Date: 2021.11.16
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**RPM CONTRACT
ADDITIONAL SERVICES REQUEST
(ASR)**

Project Name		Project No.	Consultant	Date
Government Center Roof and Sandstone Sealant		RP D0917022	Sparkflight Studios LLC	11.12.2020
Additional Services Request (ASR) No.	Purchase Order No.	Outline Agreement No.	Competitive Exception (CBE) No.	Prepared By
4	4800008671	4610005945	604517-17	Anne Johnson

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 All necessary design services required, for an additional design services to coordinate and modify fall protection systems as outlined in Sparkflight Studio's Proposal No. 9, dated November 2, 2020.	\$5,965.00
Allowance: Reimbursable Expense - Allowance for ACM Report-Line Item Reduced for ASR: Original allowance \$3,500 - \$3,500 (ASR #4 - Item #1) = \$0 Balance Remaining	
Allowance: Reimbursable Expense - Construction Sets-Line Item Reduced for ASR: Original allowance \$1,500 - \$1,500 (ASR #4 - Item #1) = \$0 Balance Remaining	
Allowance: Consultant-Paid Owner Expenses-Line Item Reduced for ASR: Original allowance \$1,500 - \$365 - \$965 (ASR #4 - Item #1) = \$160 Balance Remaining	-\$5,965.00
Total	\$0.00

Reason:
1 Additional design services are needed for a redesign at Contractor's and CCRPM's request related to RFI #39

1 Original Contract Amount	\$352,870.00	
2 Net Change(s) By Previously Authorized Additional Services Requests (ASR)	\$125,970.60	\$119,395.60
3 Total Contract Amount To Date (Line #1 + Line #2)	\$478,840.60	\$472,265.60
4 Total Cost of This Additional Services Request (ASR)	\$0.00	
5 New Contract Amount (Line #3 + Line #4)	\$478,840.60	\$472,265.60

DESIGN COMPLETION OF PROJECT

Design Notice to Proceed Date	Original Design Completion Date	Current Design Completion Date	New Design Completion Date
November 2, 2017	April 30, 2018	March 27, 2019	March 27, 2019
Original Design Contract Calendar Days	Current Design Contract Calendar Days	This Change Design Contract Calendar Days	New Design Contract Calendar Days
180	512	0	512

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
July 30, 2019	February 28, 2021	February 28, 2021

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: Anne Johnson, CEO-Principal, Sparkflight Studios LLC 11-19-2020
Date

Submitted By: Jeff Newsom 11/24/2020
Date
Digitally signed by Jeff Newsom
DN: cn=Jeff Newsom, o=Clark County Department of Real Property Management, email=jeff.newsom@clerkcounty.gov, c=US

Approved By: Brian Connolly, Manager Design and Construction, Clark County Department of Real Property Management 12/01/2020
Date
Digitally signed by Brian Connolly
DN: cn=Brian Connolly, o=Clark County Department of Real Property Management, email=brian.connolly@clerkcounty.gov, c=US

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

Project Name		Project No.	Consultant	Date
Government Center Roof and Sandstone Sealant		RP.D0917022	Sparkflight Studios LLC	06.10.2020
Additional Services Request (ASR) No.	Purchase Order No.	Outline Agreement No.	Competitive Exception (CBE) No.	Prepared By
3	480008671	4610005945	604517-17	Anne Johnson

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: All necessary design services required, including travel compensation, for an additional site visit by engineer to coordinate and test installed Fall Protection Systems as outlined in Sparkflight Studio's Proposal #8 pages 1-2, dated March 6, 2020.	\$6,575.00
Owner authorized allowance: Extended project representation including after hours and additional site visits. Original allowance: \$6,800-\$6,575 (ASR3) = \$225 remaining balance.	-\$6,575.00
Total	\$0.00

Reason:
Item 1:
Additional anchor testing site visit at Owner request to address expedited maintenance needs.

1 Original Contract Amount	\$352,870.00
2 Net Change(s) By Previously Authorized Additional Services Requests (ASR)	\$119,395.60
3 Total Contract Amount To Date (Line #1 + Line #2)	\$472,265.60
4 Total Cost of This Additional Services Request (ASR)	\$0.00
5 New Contract Amount (Line #3 + Line #4)	-\$472,840.60 \$472,265.60

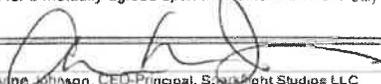
DESIGN COMPLETION OF PROJECT

Design Notice to Proceed Date	Original Design Completion Date	Current Design Completion Date	New Design Completion Date
November 2, 2017	April 30, 2018	March 27, 2020	March 27, 2020
Original Design Contract Calendar Days	Current Design Contract Calendar Days	This Change Design Contract Calendar Days	New Design Contract Calendar Days
180	512	0	512

CONTRACT ADMINISTRATION DATES (AFTER DESIGN IS COMPLETE)

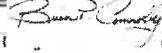
Original Contract Completion of Services Date	Current Contract Completion of Services Date	New Contract Completion of Services Date
July 30, 2019	July 30, 2020	February 28, 2021

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 consideration and compensation for a mutually agreed upon time extension from July 30, 2020 to February 28, 2021 for completion of all services.

Signature: 
Anne Johnson, CEO-Principal, Sparkflight Studios LLC

6-18-2020
Date

Submitted By: Jeff Newsom
Jeff Newsom, Construction Project Coordinator, Clark County Department of Real Property Management
Date: 09/29/2020

Approved By: Brian Connolly, Manager

Brian Connolly, Manager, Clark County Department of Real Property Management
Date: 10/15/2020