

**SUPPLEMENTAL NO. 5 TO THE PROFESSIONAL ENGINEERING SERVICES  
CONTRACT FOR LAUGHLIN LAGOON MAINTENANCE DREDGING  
FOR SPECIAL IMPROVEMENT DISTRICT NO. 162B**

**THIS Supplemental No. 5 Contract**, made and entered into this 19<sup>th</sup> day of July 2022, between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter referred to as COUNTY and VTN NEVADA, a corporation authorized to do business under the laws of the State of Nevada, hereinafter referred to as ENGINEER. The COUNTY and ENGINEER may herein be referred individually as “Party” or collectively as “Parties”.

**WITNESSETH**

**WHEREAS**, on April 18, 2017, the COUNTY and the ENGINEER entered into a professional engineering services contract (Contract) for the Laughlin Lagoon Maintenance Dredging for Special Improvement District No. 162; and,

**WHEREAS**, on September 18, 2018, the COUNTY and ENGINEER entered into Supplemental No. 1 Contract for additional engineering services and post-design services; and,

**WHEREAS**, on September 3, 2019, the COUNTY and ENGINEER entered into Supplemental No. 2 Contract for additional engineering services; and,

**WHEREAS**, on September 15, 2020, the COUNTY and ENGINEER entered into Supplemental No. 3 Contract for additional engineering services; and,

**WHEREAS**, on June 15, 2021, the COUNTY and ENGINEER entered into Supplemental No. 4 Contract for additional engineering services; and,

**WHEREAS**, the COUNTY desires the ENGINEER to perform additional surveying and environmental services; and

**WHEREAS**, the ENGINEER desires to provide such additional surveying and environmental services in exchange for the fees herein specified; and

**WHEREAS**, this Supplemental No. 5 Contract increases funding by \$56,750.00 bringing the total contract value to \$535,617.31.

**NOW, THEREFORE**, in consideration of the premises and terms contained herein, the Parties mutually agree to supplement the Professional Engineering Services Contract dated April 18, 2017, Supplemental No. 1 Contract dated September 18, 2018, Supplemental No. 2 Contract dated September 3, 2019, Supplemental No. 3 Contract dated September 15, 2020, and Supplemental No. 4 Contract dated June 15, 2021, as follows:

## ARTICLE I: DEFINITIONS

As used in this Contract, the following terms shall be changed to have the meanings as set out below:

“Direct Salary” is defined as the actual base rate of pay on an hourly basis of the ENGINEER’s employees whose time will be directly chargeable to this Contract. The ranges of base rate of pay to be used by the ENGINEER under this Contract are those specified in Exhibit “A” attached to this Contract and made a part hereof by this reference. The ranges of base rate of pay to be used by ENGINEER under this Supplemental No. 5 Contract, for supplemental services performed after the date first mentioned above in this Supplemental No. 5 Contract, are those specified in Exhibit “A2” attached hereto and made a part hereto by this reference.

## ARTICLE II: SCOPE OF EMPLOYMENT

### **2.02 BASIC SERVICES, the following paragraphs shall be added at the end of Section 2.02:**

The ENGINEER shall complete the following tasks which consists of environmental services and furnishing the surveying services and materials necessary to perform a survey of the Laughlin Lagoon, during the period from beginning when the COUNTY issues a Notice to Proceed, and ending June 30, 2023. Without limiting the generality of the following, the Basic Services shall include the following specific tasks:

- Y. Perform a survey of the Laughlin Lagoon bottom utilizing conventional, sonar and/or aerial methods as appropriate. Prepare a technical memorandum consisting of, at a minimum, a comparison of the survey with prior survey performed by the ENGINEER including the post dredging survey, in order to estimate the locations and volumes of sedimentation changes and to assist in defining the need for dredging maintenance.
- Z. Perform environmental review of prior permits, reports, and the AOC for permitting and/or compliance requirements for the Project. Prepare report identifying each permit and associated activities required to be performed by COUNTY or designee to remain in compliance.

Identify all permits and/or environmental reports required for the maintenance of the Project, which includes, but not limited to, isolated dredging, which may be necessary for permits from local, state, and federal agencies. Prepare and furnish to the Director a permit matrix detailing all permits and/or environmental reports that will be required for the maintenance of the Project, reason for permit from local, state, or federal agency requiring permit, contact person at the permitting agency, estimate of time required to obtain permit, and a list of information and exhibits required as part of each permit application, as well as the duration of an issued permit.

### **2.03 SPECIAL SERVICES, the following paragraphs shall be added:**

Provide additional design and related services in the event the Director finds it necessary to perform additional work not specified in Section 2.02 but required for and related to the work set forth in this Supplemental No. 5 Contract. Prepare permit application(s) to enable Clark County Public Works or designee to perform ongoing maintenance.

**ARTICLE IV: TIME OF PERFORMANCE**

**4.01 TIME OF PERFORMANCE, the following shall be added to this Section:**

**Replace the second paragraph with the following:**

The term of this Contract shall begin on the date approved by the Board of County Commissioners and end on June 30, 2023. Provided sufficient funds have been allocated and approved by the Board of County Commissioners, this Contract may be extended one additional year at the option of the Director.

**ARTICLE V: PAYMENT FOR SERVICES**

**5.01 MAXIMUM AMOUNT PAYABLE, the first paragraph shall be changed to read as follows:**

The maximum amount payable by the COUNTY to the ENGINEER shall be a sum of money equal to the Basic Service fees plus the Special Service fees, if, as, and when approved by the Director, and provided, however, that under no circumstances may the total amount payable to the ENGINEER under this Contract or in connection with the subject matter of this Contract, exceed the sum of Four Hundred Eighty Three Thousand Eight Hundred Sixty Seven and 31/100 Dollars (\$483,867.31) for Basic Services, and Fifty One Thousand Seven Hundred Fifty and 00/100 Dollars (\$51,750.00) for Special Services fees, unless such sum is increased by the Clark County Board of Commissioners, but only to the extent such total sum is increased.

**5.02 BASIC SERVICES AND SPECIAL SERVICES FEES, the last paragraph shall be changed to read as follows:**

In no event may the Basic Services and the Special Services fees exceed the following purposes or amounts:

<u>TASK</u>	<u>MAXIMUM AMOUNTS</u>
Basic Services.....	\$483,867.31
Special Services.....	\$51,750.00

The remainder of the contract dated April 18, 2017, and Supplemental No. 1 thereto dated September 18, 2018, Supplemental No. 2 thereto dated September 3, 2019, Supplemental No. 3 thereto dated September 15, 2020, and Supplemental No. 4 thereto dated June 15, 2021, remain unchanged.


**IN WITNESS WHEREOF**, the Parties have executed this Supplemental No. 5 Contract as of the date herein above set forth.

CLARK COUNTY, NEVADA

VTN NEVADA

---


Randall J. Tarr  
Deputy County Manager



---

Robert C. Hosea, III  
Principal

Approved as to form:



---

Laura C. Rehfeldt  
Deputy District Attorney

**EXHIBIT "A2"**

**DIRECT SALARY RANGES OF THE ENGINEER'S EMPLOYEES**

<b>CLASSIFICATION</b>	<b>DIRECT SALARY</b> (Not to Exceed)
Principal/Associate	\$85.00
Project Manager	\$60.00
Land Surveyor	\$55.00
Senior Engineer	\$55.00
Project Engineer	\$50.00
Engineering Technician	\$45.00
CADD Technician	\$40.00
Cales Technician	\$35.00
Drafter	\$30.00
Secretary	\$28.00
Survey Party Chief	\$48.00
Survey Instrumentman	\$40.00
Survey Chainman	\$30.00

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b> <span style="float: right;">60</span>						
<b>Corporate/Business Entity Name:</b> VTN Nevada						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		2727 S. Rainbow Blvd.		<b>Website:</b> www.vtnnv.com		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89146		<b>POC Name:</b> Robert C. Hosea, III		
				<b>Email:</b> roberth@vtnnv.com		
<b>Telephone No:</b>		702-873-7550		<b>Fax No:</b> 702-362-2597		
<b>Nevada Local Street Address: (If different from above)</b>		Same as above		<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).


Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Gene D. Kramelbauer	President	80%
David L. Edwards	Secretary	6.5%
Robert C. Hosea, III	Treasurer	6%
Anthony Zicari	Principal	5%

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?**  Yes  No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

 Signature	Robert C. Hosea, III Print Name
Principal Title	6/14/2022 Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A	N/A	N/A	N/A

\* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

**For County Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes  No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative