

**SUPPLEMENTAL NO. 1 TO THE
PROFESSIONAL SERVICES CONTRACT FOR
LOCATING AND MARKING SUBSURFACE FACILITIES OWNED AND
MAINTAINED BY PUBLIC WORKS**

THIS SUPPLEMENTAL NO. 1 is made and entered into this 3rd day of December, 2024, between Clark County, Nevada, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY", and ONE CALL LOCATORS LTD. d/b/a ELM UTILITY SERVICES, a corporation authorized to do business under the laws of the State of Nevada, hereinafter referred to as "CONTRACTOR". The COUNTY and CONTRACTOR may herein be referred individually as "Party" or collectively as "Parties".

The initial addresses of the Parties, which one Party may change by giving notice to the respective other Party, are as follows:

COUNTY	ENGINEER
Denis Cederburg, Director Clark County Department of Public Works 500 South Grand Central Parkway, Suite 2066 Las Vegas, Nevada 89155 (702) 455-6020	ONE CALL LOCATORS LTD. d/b/a ELM UTILITY SERVICES 18 Sunrise Drive, Suite G70 Henderson, Nevada 89014 (702) 597-2250

W I T N E S S E T H

WHEREAS, on December 21, 2023, the COUNTY and the CONTRACTOR entered into a professional services contract to locate and mark subsurface facilities owned and maintained by the COUNTY, hereinafter referred to as "Professional Services Contract"; and

WHEREAS, the COUNTY desires additional professional services for locating and marking subsurface facilities owned and maintained by the COUNTY; and

WHEREAS, the CONTRACTOR desires to provide such additional services in exchange for the fees hereinafter specified; and

WHEREAS, this Supplemental No. 1 to the Professional Services Contract increases funding by \$3,600,000.00 bringing the total contract amount to \$7,100,000.00.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, it is agreed to supplement the Professional Services Contract dated December 21, 2023, as follows:

ARTICLE IV: TIME OF PERFORMANCE

4.01 Time of Performance

Delete the paragraph at the end of this Section and replace with the following:

Except as provided above, the CONTRACTOR shall complete all other services and authorized additional services by the end of December 31, 2025, unless the Parties renew this Contract or the Board of County Commissioners amend such date in writing.

ARTICLE V: PAYMENT FOR SERVICES

5.01 Maximum Amount Payable

Delete the first paragraph in this Section and replace with the following:

The maximum amount payable by the COUNTY to the CONTRACTOR shall be a sum of money equal to the service fees, if, as, and when approved by the Director, and provided, however, that under no circumstances may the total amount payable to the CONTRACTOR under this Contract or in connection with the subject matter of this Contract, exceed the sum of Seven Million One Hundred Thousand and 00/100 Dollars (\$7,100,000.00) for service 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

Delete the paragraph at the end of this Section and replace with the following:

In no event may the fees exceed the following service fees shown below in purposes or amounts:

<u>TASK</u>	<u>MAXIMUM AMOUNTS</u>
Original Contract – Services 2.02 and 2.03 rendered through December 31, 2024	\$3,500,000.00
Supplement No. 1 – Services 2.02 and 2.03 rendered from January 1, 2025, through December 31, 2025	\$3,600,000.00
Grand Total Services	\$7,100,000.00

5.03 Method of Payment for Service Fees

Delete the first and second paragraphs in this Section and replace with the following:

The CONTRACTOR will be paid on the basis of monthly invoice, submitted by the CONTRACTOR and approved by the Director. The CONTRACTOR shall invoice on a monthly basis regardless of the amount of work performed in the preceding month. The invoice shall include a summary of work completed by the CONTRACTOR during the preceding month. Additionally, the CONTRACTOR shall furnish with each invoice a summary of work performed during the invoice period. Within thirty (30) days of receipt of an invoice, the Director shall approve, or reject with cause, the invoice. Failure of the CONTRACTOR to provide a monthly invoice may result in the invoice payment being rejected by the COUNTY.

Fees shall be paid by the COUNTY within sixty (60) days after the receipt of an invoice submitted by the CONTRACTOR and approved by the Director unless the Director notifies the CONTRACTOR within such period of time that a payment or a portion thereof for services rendered is in dispute. The COUNTY agrees that it will not unreasonably delay or withhold payment or approval of any invoice submitted by the CONTRACTOR.

EXHIBIT "A" – SERVICE FEES

Exhibit "A" is deleted in its entirety and replaced with Exhibit "A-1", attached hereto and incorporated herein by this reference. All references to Exhibit "A" in the Professional Services Contract are hereby replaced with references to Exhibit "A-1".

The remainder of the Professional Services Contract dated December 21, 2023, remains unchanged.

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IN WITNESS WHEREOF, the Parties have executed this Supplemental No. 1 as of the date herein above set forth.

CLARK COUNTY, NEVADA

ONE CALL LOCATORS LTD. d/b/a
ELM UTILITY SERVICES

Jessica Colvin
Chief Financial Officer



Harley Hartman
Vice President

APPROVED AS TO FORM:



Jason B. Patchett
Deputy District Attorney

EXHIBIT "A-1"

Service Fees

Through December 31, 2024, CONTRACTOR shall charge for services rendered hereunder in the following manner:

Pricing:

Code	Description	Price
H	Hourly Locate Rate, per Technician, 8 hours per day minimum	\$77.25
OT	Overtime Hourly Locate Rate	\$114.03
RTK	RTK Hourly	\$77.25

From January 1, 2025, through December 31, 2025, CONTRACTOR shall charge for services rendered hereunder in the following manner:

Pricing:

Code	Description	Price
H	Hourly Locate Rate, per Technician, 8 hours per day minimum	\$79.57
OT	Overtime Hourly Locate Rate	\$117.45
RTK	RTK Hourly	\$79.57

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed:						22
Corporate/Business Entity Name: One Call Locators, LTD						
(Include d.b.a., if applicable) ELM Utility Services						
Street Address: 60 State Street, Suite 201				Website:		
City, State and Zip Code: Peoria, IL 61602				POC Name: Harley Hartman		
				Email: harley.hartman@elmutility.com		
Telephone No: 801-918-9633				Fax No:		
Nevada Local Street Address: 18 Sunrise Drive, Suite G70				Website: elmlc.com		
(If different from above)						
City, State and Zip Code: Henderson, NV 89014				Local Fax No:		
Local Telephone No: (702) 597-2250				Local POC Name: Austin Benedict		
				Email: austin.benedict@elmutility.com		

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)
Lee C. Graves	Chairman / Founder	100%

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

Tim Nester
Print Name

CFO
Title

November 6, 2024
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