

**SUPPLEMENTAL NO. 4 TO THE PROFESSIONAL ENGINEERING SERVICES  
CONTRACT FOR LAUGHLIN LAGOON MAINTENANCE DREDGING FOR  
SPECIAL IMPROVEMENT DISTRICT 162B**

**THIS SUPPLEMENTAL CONTRACT**, made and entered into this 15<sup>th</sup> day of June 2021, 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.

**W I T N E S S E T H**

**WHEREAS**, on April 18, 2017, the COUNTY and the ENGINEER entered into a professional engineering services Contract for the Laughlin Lagoon Maintenance Dredging for Special Improvement District 162; and,

**WHEREAS**, on September 18, 2018 the COUNTY approved Supplemental No. 1 to the professional engineering services Contract for additional engineering services necessary to complete construction of the Laughlin Lagoon Maintenance Dredging for Special Improvement District 162; and,

**WHEREAS**, on September 3, 2019 the COUNTY approved Supplemental No. 2 to the professional engineering services Contract for additional engineering services in order to develop a long term Habitat Conservation Plan (HCP), provide biological services, engineering design and inspection, mapping/manual surveying and obtain permits and other approvals for the Laughlin Lagoon Maintenance Dredging for Special Improvement District No. 162B project; and,

**WHEREAS**, on September 15, 2020 the COUNTY approved Supplemental No. 3 to the professional engineering services in order to perform sonar mapping of the Laughlin Lagoon, perform restoration monitoring of the Laughlin Lagoon, and finalize the Laughlin Lagoon Maintenance Plan for Special Improvement District 162B; and,

**WHEREAS**, The Basic Services for Project Design called for in Section 2.02, Tasks A through T are completed; and,

**WHEREAS**, the COUNTY desires additional engineering services to finalize the harvest and planting of cattails and bullrush plugs within the pre-selected one (1)-acre restoration area, perform sonar mapping of the Laughlin Lagoon, conduct cattail monitoring, evaluate weed management options and finalize the Laughlin Lagoon Maintenance Management Plan in accordance with the Biological Opinion prepared by the United States Fish and Wildlife Service for the Project; and

**WHEREAS**, Supplemental No. 4 increase of \$51,527.31 revises the total contract value to \$478,867.31.

**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 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. 4 contract, for supplemental services performed after the date first mentioned above in this Supplemental No. 4, are those specified in Exhibit “A1” 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:**

Beginning on the date the Director notifies the ENGINEER to begin performance, the ENGINEER shall complete the following tasks which consists of furnishing the engineering services and materials necessary to finalize the harvest and planting of cattails and bullrush, perform mapping of the Laughlin Lagoon, and finalize the Laughlin Lagoon Maintenance Management Plan, and provide additional weed maintenance and mitigation strategies. Without limiting the generality of the following, the Basic Services shall include the following specific tasks:

- U. Finalize the harvest and planting of cattails and bullrush plugs within the pre-selected one (1)-acre restoration area.
- V. Perform mapping of the Laughlin Lagoon bottom utilizing conventional, sonar and aerial surveying of the lagoon and provide a contour map of the lagoon.
- W. Conduct monitoring of cattails to document planting success and survival within the one (1)-acre restoration area, and upon completion, prepare a Mitigation Measures Final Report for submittal to the United States Environmental Protection Agency
- X. Finalize the Laughlin Lagoon Maintenance Management Plan based on the sonar

findings and including providing general recommendations for maintenance and mitigation strategies for invasive weeds as well as Clean Water Act permitting options.

**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 #4.

**ARTICLE IV: TIME OF PERFORMANCE**

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

**TASK**

**COMPLETION TIME**

2.02 U, V, W, and X

Within three hundred sixty-five (365) Calendar Days following the receipt of notice to proceed from the Director.

The ENGINEER shall complete all Basic Services and authorized Special Services within completion times as set forth above and by the end of June 30, 2022.

**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 Forty Eight Thousand Eight Hundred Sixty Seven and 31/100 Dollars (\$448,867.31), Thirty Thousand and 00/100 Dollars (\$30,000.00) 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.

**5.01 MAXIMUM AMOUNT PAYABLE, 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 .....	\$448, 867.31
Special Services .....	\$30,000.00


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

**IN WITNESS WHEREOF**, the parties have executed this Supplemental No. 4 Contract as of the date herein above set forth.

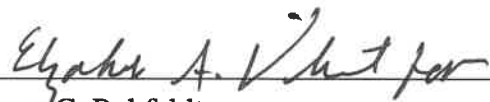
CLARK COUNTY, NEVADA

VTN NEVADA

\_\_\_\_\_  
Randall J. Tarr  
Assistant County Manager

\_\_\_\_\_  
  
Robert C. Hosea, III  
Principal

Approved as to form:

\_\_\_\_\_  
  
Laura C. Rehfeldt  
Deputy District Attorney

## **EXHIBIT "A1"**

### **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
Calcs Technician	\$35.00
Drafter	\$30.00
Secretary	\$25.00
Survey Party Chief	\$45.00
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>				62		
<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, PE, PTOE <b>Email:</b> roberth@vtnnv.com		
<b>Telephone No:</b>		702.873.7550		<b>Fax No:</b> 702.873.1703		
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>				<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. Krametbauer	President	80%
David L. Edwards	Treasurer	6.5%
Robert C. Hosea, III	Secretary	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
Secretary Title	6/2/2021 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

\* 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)

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**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