

MATERIALS TESTING & SPECIAL INSPECTION SERVICES AGREEMENT FOR 500 SOUTH MAIN STREET PARKING GARAGE

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 400 Stewart Avenue, Las Vegas, Nevada 89101, and GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC., (the "Consultant"), a Corporation, whose address is 7150 Placid Street, Las Vegas, Nevada 89119.

WITNESSETH:

WHEREAS, the City intends to construct the 500 South Main Street Parking Garage (herein the "Project"); and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below and in the exhibits attached hereto; and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

SECTION ONE CONSULTANT RESPONSIBILITIES

1.01 Description of Consultant's Services. For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached hereto and incorporated herein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached hereto and incorporated herein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached hereto.

1.02 Performance Standards. In performing the services set forth in this Agreement, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Agreement.

1.03 Document Review. The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local laws and other regulations, and do not violate or infringe upon any patent rights.

1.04 Waiver. The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 Designation of Consultant's Representative. The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Agreement. The services specified by this Agreement shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Agreement is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Agreement, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 Correspondence Review. The Consultant shall furnish the City Representative copies of each correspondence, if any, sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.07 Cooperation with the City. The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

1.08 Responsibility for Construction Document Revisions.

A. Applicability. The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

B. Responsibility for Revisions. The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the Construction Cost Budget set forth in the Scope of Services or as may be otherwise agreed upon in writing by parties. If the bids or proposed price received by the City exceeds the Construction Cost Budget, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost to within the Construction Cost Budget and to modify the construction documents without additional compensation. In order to meet the Construction Cost Budget, the Consultant may, with the approval of the City, segregate portions of the work as separate alternate bid items so that bids received by the City to construct the Project will come within the Construction Cost Budget.

"Construction Cost Budget" as used herein means the monetary limit established by the City for construction of the Project which limit includes the cost of the contractor's labor, materials, equipment, expenses, overhead and profit, but excludes the Project's soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

SECTION TWO CITY RESPONSIBILITIES

2.01 City Representative. The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.24 of this Agreement.

2.02 Review of Consultant's Services and Documents. The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

2.03 Access to Records. The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 Cooperation with Consultant. The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

3.01 Requested Changes. The City may at any time, by written order, make a change in the services to be performed by the Consultant under this Agreement.

3.02 Adjustment of Compensation. If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Agreement, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Agreement. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 Additional Services. The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

4.02 Attendance at Meetings or Public Hearings. The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Agreement.

SECTION FIVE SUBCONSULTANT AGREEMENT

5.01 Subconsultant Provisions. If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations under this Agreement, the Consultant agrees to include in each subconsultant agreement a provision that:

(i) the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) the subconsultant shall have no more rights against the City than that of the Consultant,

(iii) the subconsultant agrees to be bound by the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

(iv) unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Agreement.

SECTION SIX TERM OF AGREEMENT

6.01 Term. This Agreement shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.02 or 10.03 of this Agreement. Such termination shall not release either party from any of its continuing obligations under this Agreement.

6.02 Disputes. This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 Compensation: Basic Services. For the services to be performed by the Consultant under this Agreement and set forth in the Scope of Services, the City agrees to pay the Consultant the fee in the amount identified in the Fee Breakdown, **Exhibit "D"** attached hereto, pursuant to invoices submitted in accordance with Section 7.04 of this Agreement.

7.02 Compensation: Additional Services. For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

7.03 Compensation: Reimbursable Expenses. The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of the Additional Compensation.

7.04 Payment Invoicing. The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in the Fee Breakdown. The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20A of this Agreement.

7.05 Right to Off-Set. The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. If the Consultant disputes the right or amount of the off-set made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.06 Final Payment. Upon completion of the services required under this Agreement, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

SECTION EIGHT PERFORMANCE SCHEDULE

8.01 Performance Schedule. The Consultant shall perform and complete the services required under this Agreement according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, **Exhibit "C"** attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 Records. The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Agreement. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 Disclosure. The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

9.03 Period of Maintenance. The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 Subcontract Provisions. The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

SECTION TEN MISCELLANEOUS PROVISIONS

10.01 Suspension. The City may suspend, without cause, the performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of the Agreement to the Consultant and:

- (i) the Consultant was not a contributing cause for the suspension,
- (ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and
- (iii) the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

10.02 Termination for Convenience. The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

10.03 Termination for Cause or Other Resolution.

A. Default. The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Agreement, the Consultant:

- (i) defaults in the due observance and performance of any term, condition or covenant contained in this Agreement,
- (ii) (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,
- (iii) allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or
- (iv) fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Agreement,

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

B. City's Rights. Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

(i) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Agreement. In the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within five (5) days of invoicing by the City,

(ii) terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

(iii) Continue with performance by the Consultant and serve within a reasonable time after completion of the Agreement a request to arbitrate the Event of Default as a claim or dispute pursuant to the arbitration procedure set forth in Section 10.20.

In the event that the City elects to implement (i) above, the costs and expenses of completing this Agreement shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the Consultant.

10.04 Ownership of Documents.

A. Architectural Works. To the extent that the Consultant's services involves the design of an architectural work as defined herein, the Consultant shall retain all common law and statutory rights of ownership, including copyrights, to the drawings and specifications prepared by the Consultant for this Project. The Consultant is deemed to be the author of the drawings and specifications as instruments of service to the City. Notwithstanding the foregoing, the Consultant hereby grants to the City the right to use (including the right of reproduction and use in the creation of new documents) the drawings and specifications for the purpose of completing the Project or for any subsequent maintenance, repair, renovation, remodeling or addition thereto. The rights granted herein to the City shall extend and include any new consultant which the City may retain for the aforementioned purposes. The Consultant hereby releases the City, and any new consultant retained by the City for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection.

B. Other Works. To the extent that the Consultant's services does not involve the design of an architectural work, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the City from any and all claims in connection with the use or reproduction of the Documents. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

C. Definition of Architectural Work. For purposes of this Agreement, "architectural work" shall have the same definition as set forth in Architectural Works Copyright Protection Act of 1990, P. L. 101-650, Title VII, Section 70 et. seq.

D. Delivery of Documents. In the event of the completion, suspension or termination of this Agreement, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

E. Confidentiality. The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Agreement.

F. Contractual Rights. Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.05 Insurance. The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. Worker's Compensation Insurance. This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. Commercial General Liability Insurance. This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of \$1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. Commercial Automobile Liability Insurance. This insurance shall protect the Consultant from claims of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured.

D. Professional Liability Insurance (Errors and Omissions Coverage). This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement.

E. Cancellation or Modification of Coverage. The Consultant's Commercial General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and with respect to its Commercial General Liability Policy, to waive subrogation against the City, its officers, agents, servants and employees. The policies shall provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

F. Certificates and Endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$25,000 without the written approval of the City. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

G. Period of Coverage. If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Agreement and liability coverage as required by Section 10.05 for two years following completion of this Agreement.

10.06 Indemnity. Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its Mayor, Councilmen, officers, employees and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors, agents or anyone employed the Consultant's subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnities against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnities pursuant to this Section, unless the Indemnities, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnities shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including attorney fees and court costs) which is proportionate to the liability of the Consultant.

As used in this Section 10.06, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the contract pertains.

10.07 Assignment. The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 Waiver. No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 Consultant Warranties. The Consultant hereby represents and warrants that:

(i) it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Agreement, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

(ii) it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

(iii) its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Agreement, and

(iv) it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

10.10 Consultant's Employees. The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 Independent Contractor. It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 Compliance with Laws. The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 Severability. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 Confidentiality. The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

10.16 Site Inspection. The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 **Modification.** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 **Notice.** Any written notice required to be given under Sections 1.01 through 10.24 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Agreement.

10.19 **Prohibition Against Contingent Fees.** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 **Claim or Dispute Resolution.**

A. Notice of Claim or Dispute. For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently arbitrating that particular claim or dispute pursuant to Section 10.20C of this Agreement, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Agreement.

B. Resolution by Management. The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

C. Resolution by Arbitration. Upon receipt of the request to arbitrate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City. Each party shall be afforded an opportunity to be heard and to offer evidence in support of or against the appeal. The decision of the arbitrator, or arbitrators, as the case may be for the determination of the appeal, shall be final, conclusive and enforceable under the laws of the State of Nevada.

D. Right of Consolidation. Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional party or parties who are not a party to this Agreement if so requested by the City or the Consultant. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitrate any claim or dispute not described as a part of the original arbitration unless otherwise agreed to by the parties.

E. Right of Joinder. In the event the City is named as a party to any arbitration, or the City commences an arbitration against a party other than the Consultant, which arbitration is related to, or connected with, the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. The decision of the arbitrator or arbitrators, as the case may be, in the arbitration to which the Consultant has been joined as a party, shall be binding and enforceable against the parties thereto under the laws of the State of Nevada.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in, the arbitration.

F. **Discovery.** In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories, will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. **Award Final.** The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. **Mediation.** Subsequent to the commencement of any arbitration pursuant to Section 10.20C, and prior to any decision arising therefrom, the parties may endeavor with written mutual consent to settle disputes by mediation in accordance with the mediation rules of the mediation service agreed by the parties. The cost of the mediation shall be shared equally by the parties.

10.21 **Attorney Fees.** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

10.22 **Calendar Day.** All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 **Exhibits.** All exhibits referenced in this Agreement are hereby incorporated by this reference as a part of this Agreement. Any conflict between the provisions of this Agreement and the Exhibits incorporated herein shall be governed by the provisions of this Agreement.

10.24 **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

10.25 **Agreement Version.** This document reflects the current standard provisions for the City's Professional Services Agreement updated as of April 8, 2008.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST

Beverly K. Bridges, MMC, City Clerk

Date

CITY OF LAS VEGAS

By _____
Kathleen C. Rainey, Manager, Purchasing & Contracts

APPROVED AS TO FORM

John S. Ridilla 5/25/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

By [Signature]
For Daniel J. DeBattista, P.E.,

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: SCOPE OF PROJECT

- 100.1** The scope and location of the Project is generally described as follows:
The project will consist of the construction of a 730-space concrete parking garage structure that will have an at-grade level with 4 raised levels. The garage will have precast concrete structural members that will bolt together and be topped by a thin cast-in-place concrete slab for each of the raised levels. The at-grade level will include both concrete and asphalt concrete pavements in the driveway and parking areas. Concrete screen over retaining walls will be constructed up to approximately 7 feet in height along the north and west perimeters of the at-grade level of the structure. The at-grade level of the parking garage will include an approximately 4,000 square foot retail area along Main Street and will be enclosed with masonry walls. Masonry walls will also enclose the elevators, equipment rooms, storage rooms, electrical rooms and trash enclosure. The parking garage will be supported on spread footings up to 17 feet square in size and between 24 and 39 inches thick, except footings for shear walls which will be up to 96 feet in length and up to approximately 6 feet thick. A future pedestrian bridge connecting the third story of the parking garage to the west side of the Union Pacific Railroad right-of-way and Symphony Park is not a part of this project.
- 100.1.1** Site address: 500 South Main Street
100.1.2 Approximate gross site acreage: 1.90 Acres
100.1.3 Approximate gross building square footage: 343,113
100.1.4 Offsite improvement area: 6,400
100.1.5 Improvement description: Construction of a concrete parking garage
100.1.6 As shown on the attachment to this Exhibit 'A', titled Scope of Services

ARTICLE 101: GENERAL

- 101.1** If any Consultant proposal or other documents prepared by anyone other than the City is attached to this Agreement or included by reference herein, the terms of this Agreement shall govern any conflicts between the documents and this Agreement, and any such attachments shall only be utilized to compliment this Agreement in describing the detail of the scope of work described in this Agreement (except that under no circumstances shall the scope shall be limited to less than the requirements of the City of Las Vegas Department of Building and Safety), to avoid re-typing standard schedules of hourly rates for personnel, rates for material tests, and similar standard rate schedules. All other terms, conditions, and uses of any such attachments are to be ignored in connection with this Agreement, even if such attachments are signed by the parties to this Agreement.
- 101.2** By signing this Agreement, the Consultant warrants that it is accredited by the International Accreditation Service (IAS) as required by the regulatory authority for the scope of this Agreement. If the Consultant fails to maintain required accreditation during the term of this Agreement, the Consultant shall immediately notify the Owner. Failure to maintain accreditation shall be deemed an event of Default under the provisions of Section 10.03 of the Agreement.
- 101.3** Testing and sampling operations shall be in accordance with recommended American Society for Testing Materials (ASTM) Standards and other standard testing methods and procedures, and as necessary to produce the information required for the reports. Report all laboratory determinations.
- 101.4** The Consultant, at no additional cost, shall properly retain samples for a period of one year after completion of the Project, and a longer period if so instructed by the City in which case reasonable storage charges shall be negotiated prior to the time extension, or the samples delivered to the City if charges cannot be negotiated.

ARTICLE 102: REGULATORY AUTHORITIES

- 102.1** The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of the Department of Public Works, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Capital Project Management Section of the Department of Public Works does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section of the Department of Public Works. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction

over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

- 102.2 The Consultant acknowledges that they have thoroughly reviewed the scope of work of this Agreement with the City of Las Vegas Department of Building and Safety and all governmental regulatory authorities, have included all requirements of these authorities in the Fee shown in Exhibit "D", and hereby waives any right to claim additional compensation for any reason caused by these regulatory authorities.

ARTICLE 103: CONTRACTOR

- 103.1 The Consultant does hereby acknowledge, understand and agree that the construction means, methods, and scheduling of the individual trades involved in the Project are under the control of the Contractor and not the City, and that the Consultant is required to coordinate with the Contractor in performance of this Agreement regardless of how the Contractor chooses to schedule the work, or what means and methods the Contractor chooses to utilize, and that the Consultant is experienced in the work of this Agreement and the type of construction shown in the Project documents, and that the Consultant has thoroughly reviewed all of the available documents for the Project, visited the site, and will perform the services of this Agreement without an increase in compensation from the City for any construction conflicts, problems or delays encountered in regard to the Contractor, subcontractors, workers, construction type, construction schedule, construction means and methods, site parking, site office, site utilities, and all other construction conditions that are under the control of the Contractor.

ARTICLE 104: MEETINGS

- 104.1 The Consultant shall attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's team shall participate in periodic "Partnering Meetings" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Attend and participate in Construction Progress Meetings, weekly or more frequently as requested by the City. Meeting dates, times, and place will be determined by the City.

ARTICLE 105: SPECIAL INSPECTION SCOPE OF WORK

- 105.1 The Consultant shall provide the complete scope of Special Inspection and testing services required by the City of Las Vegas Department of Building and Safety for the Project and any additional special inspection indicated in the Project drawings and specifications. The required scope of work, duties, responsibilities, and reporting submittals are contained in, but not limited to, the City of Las Vegas Department of Building and Safety Special Inspection Guidelines SI-1 form, Special Inspection Requirements SI-2 form, the Special Inspection Agreement SI-3 form, the Scope of Work SI-6 form, the currently adopted version of the amended International Building Code including Chapter 17, the building permit drawing set for the Project stamped and noted by the Building Department and reserved for the on-site use of the Special Inspector, as well as all qualifying documentation, agreements, and requirements set forth between the City of Las Vegas Department of Building and Safety and the Consultant, the Consultant's subconsultants, and the individual professionals representing the Consultant. The work of the special inspector includes the observation of all testing required by the Building Department for the Project.
- 105.2 The scope of work also includes all necessary work in providing the following reports, as required and acceptable to the appropriate City of Las Vegas regulatory authorities:
- 105.2.1 Final Grading Report(s), On and off site.
 - 105.2.2 Pad Certification Report(s), and Pad Re-certification Report(s) as required.
 - 105.2.3 R-Value Verification Report for off-site construction.
 - 105.2.4 Select Backfill Letter for off-site trenching backfill material.
- 105.3 The Consultant does represent that they are an Approved Special Inspection Agency as qualified by the City of Las Vegas Department of Building and Safety, and that they will remain so during the term of this Agreement. If the Consultant is removed from this qualified list, or otherwise limited in performing their duties and responsibilities under this Agreement, the Consultant does hereby agree to subcontract their responsibilities to a properly qualified consultant at no additional cost to the City. The City shall have the right to approve any such subconsultant prior to their use.

ARTICLE 106: MATERIAL TESTING SCOPE OF WORK

- 106.1 Material Testing Described in the Construction Contract Documents.** In addition to the material testing included in the Special Inspection Scope of Work SI-6 form and as otherwise required by the City of Las Vegas Department of Building and Safety, the Consultant shall provide the following material testing for the Project, each of which is more fully described in the Project Documents:
- 106.2 Additional Testing NOT Described in the Construction Contract Documents.** In addition to the material testing more fully described in the Project Documents, the Consultant shall also provide the following additional material testing:
- 106.3 Right-of-Way Material Testing.** For Work located in a public right-of-way, provide the following material testing:
- 106.3.1 References.** The following references, as applicable, shall be used as standards for inspection work performed under this Agreement:
- 106.3.1.1** Design and Construction Standards for Wastewater Collection Systems from Clark County Water Reclamation District (formally Clark County Sanitation District)
 - 106.3.1.2** Nevada Department of Transportation (NDOT) references (most current editions):
 - 106.3.1.2.1** Road Design Division Manual, Parts 1 & 2.
 - 106.3.1.2.2** Standard Specifications for Road and Bridge Construction (NDOT Silver book).
 - 106.3.1.2.3** Standard Plans for Road and Bridge Construction.
 - 106.3.1.2.4** Standard Construction Plan Symbols and Design Layout and Drafting Methods
 - 106.3.1.2.5** Bridge Design and Procedures Manual
 - 106.3.1.2.6** Nevada Work Zone Traffic Control Handbook
 - 106.3.1.2.7** Design and Construction Standards for Wastewater Collection
 - 106.3.1.3** Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
 - 106.3.1.4** Traffic Control Devices Handbook
 - 106.3.1.5** Roadside Design Guide
 - 106.3.1.6** American Society for Testing and Materials (ASTM)
 - 106.3.1.7** A Policy on Geometric Design and Highway and Streets (AASHTO)
 - 106.3.1.8** Clark County Regional Flood Control District's Policies and Procedures.
 - 106.3.1.9** Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
 - 106.3.1.10** Uniform Standards Plans and Specifications for Public Work's Construction Off-Site Improvements, Clark County Area (Standard Specifications)
 - 106.3.1.11** American Concrete Institute (ACI)
 - 106.3.1.12** The Asphalt Institute
 - 106.3.1.13** Portland Cement Association (PCA)
- 106.3.2 General.** The Consultant shall provide full service material testing, quality control testing, and field inspection during construction in accordance with the Contract Documents and this Agreement.
- 106.3.2.1** Field Testing
- 106.3.2.2** The Consultant will be responsible for providing field testing for soil, aggregate, concrete, and asphalt, required by the Contract Documents.
- 106.3.2.3** The Consultant will be responsible for reviewing and maintaining all field-testing data and reports for contract compliance.
- 106.3.2.4** Laboratory Testing
- 106.3.2.5** The Consultant will be responsible for providing laboratory testing for soil, aggregate, concrete, asphalt, and pipe lining required by the Contract Documents.
- 106.3.2.6** The Consultant will be responsible for maintaining all source testing data and reports, including retesting of any and all failed tests.
- 106.3.2.7** Field Inspection
- 106.3.2.8** The Consultant will be responsible for providing qualified technician(s) to perform inspections as directed by the City's Representative. The field inspector(s) shall notify the City's Representative when establishing the time of arrival and departure from the job site. All reports will be provided in Expedition format, same version as the City is using.
- 106.3.3 Material Control Testing Requirements.** The following requirements for material control are included herein as reference and incorporated into the scope of work. The Consultant shall be responsible for the following testing methodology and frequency.

106.3.4 Trench Backfill – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt. Moisture	AASHTO T180	1 per soil type
Sieve Analysis	AASHTO T27	1 per soil type
Plasticity Index	AASHTO T89 & T90	1 per soil type
Liquid Limit	AASHTO T89	1 per soil type

106.3.5 Subgrade Material – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt Moisture	AASHTO T180	1 per soil type, Minimum 2
Sieve Analysis	AASHTO T27	1 per soil type, Minimum 2
Plasticity Index	AASHTO T89 & T90	1 per soil type, Minimum 2
Liquid Limit	AASHTO T89	1 per soil type, Minimum 2

106.3.6 Type II Aggregate Base – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt Moisture	AASHTO T180	1 per supplier
Sieve Analysis	AASHTO T27	1 per supplier
Fractured Faces	Nev T230	1 per supplier
Plasticity Index	AASHTO T89 & T90	1 per supplier
Liquid Limit	AASHTO T89	1 per supplier
Resistance (R-Value)	AASHTO T190	1 per supplier
Percent of Wear (500 Rev.)	AASHTO T96	1 per supplier

106.3.7 Portland Cement Concrete – Concrete cylinders shall be cast and tested in accordance with ASTM. Material shall be sampled and tested as indicated:

Portion of Work	Sampling Frequency	No. of Cylinders/ Break Days
Sidewalk	1 set per 1000 LF per day	(4)/7, 14, 28
Curb and Gutter	1 set per 1000 LF per day	(4)/7, 14, 28
Crossgutter	1 set per 1000 LF per day	(4)/7, 14, 28
Misc. Structures	1 set per structure per day	(4)/7, 14, 28
Driveways	1 set per driveway	(4)/7, 14, 28

106.3.8 Bituminous Pavement – Material sampled during paving operation shall be tested in accordance with ASTM using Marshall Apparatus as indicated:

Control Test	Test Method	Frequency
Marshall Series	ASTM D1559	1 per day
Maximum Theoretical Density	ASTM D2041	1 per day
Asphalt Content	ASTM D2172	2 per day
Aggregate Gradation	ASTM C136 & C117	2 per day

106.3.9 Relative Compaction Testing Requirements. The following requirements for Relative Compaction Testing are included herein as referenced and incorporated into the scope of work. The Consultant shall be responsible for the following field relative compaction tests.

106.3.9.1 Trench Backfill – Backfill shall be tested as indicated:

106.3.9.1.1 One test per lift per 100 lineal feet of trench or a minimum of two tests per day.

106.3.9.1.2 One test per lateral.

106.3.9.1.3 A minimum of two mainline tests between structures.

106.3.9.2 Structure Backfill – Backfill shall be tested as indicated:

106.3.9.2.1 One test per lift per structure or a minimum of one test per day.

106.3.9.2.2 A minimum of one test per structure.

106.3.9.3 Subgrade – Subgrade shall be tested as indicated:

106.3.9.3.1 One test per 300 to 500 lineal feet per lane (12' width) or a minimum of two tests per street.

106.3.9.4 Type II Aggregate Base – Aggregate base shall be tested as indicated:

106.3.9.4.1 One test per 300 to 500 lineal feet per lane (12' width) or a minimum of two tests per street.

106.3.9.5 Curb and Gutter – Aggregate base and subgrade shall be tested as indicated:

106.3.9.5.1 One test per 500 lineal feet of curb and gutter or curb or a minimum of two (2) per street.

106.3.9.6 Crossgutter – Aggregate base and subgrade shall be tested as indicated:

106.3.9.6.1 Two tests per complete crossgutter.

106.3.9.7 Sidewalk – Aggregate base and subgrade shall be tested as indicated:

106.3.9.7.1 One test per 500 lineal feet of sidewalk or a minimum of one (1) per street.

106.3.9.8 Driveways – Aggregate base and subgrade shall be tested as indicated:

106.3.9.8.1 Residential – one test per complete driveway.

106.3.9.8.2 Commercial/Alley – two tests per complete driveway.

106.3.9.9 Hot plantmix bituminous pavement – place field density testing of hot bituminous pavement per ASTM D2950 (Nuclear Gauge Method) shall be performed as indicated:

106.3.9.9.1 A minimum of five locations per day.

106.3.9.9.2 A minimum of five cores per pavement day for Unit weight density and thickness determination.

106.3.10 Test Results Delivery Time

106.3.10.1 Soil Tests

106.3.10.1.1 The Consultant shall perform relative compaction test of subgrade, aggregate base grade and trench backfill for verification of compliance with the project specifications when directed by the City and follow testing frequencies as shown in this Agreement. Test results shall be reviewed and delivered to the City's Representative prior to the Consultant leaving the construction site daily.

106.3.10.1.2 The Consultant shall retrieve samples from the project site and perform laboratory Moisture Density tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the project site.

106.3.10.1.3 The Consultant shall retrieve samples from the project site and perform laboratory Sieve Analysis tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the project site.

106.3.10.1.4 The Consultant shall retrieve samples from the project site and perform laboratory R-Value tests when requested by the City. Test results shall be delivered to the City or its Agent within 3 working days following samples being retrieved from the project site.

106.3.10.1.5 The Consultant shall retrieve samples from the project site and perform laboratory Percent of Wear tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the project site.

106.3.10.1.6 The Consultant shall retrieve samples from the project site and perform laboratory Plasticity Index tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the project site.

106.3.10.1.7 The Consultant shall retrieve samples from the project site and perform laboratory Sulfate Content tests when required by the City. Test results shall be delivered to the City or its Agent within 3 working days following samples being retrieved from the project site.

106.3.10.2 Concrete Tests

106.3.10.2.1 The Consultant shall perform on-site slump, temperature, air content, determination of unit weight and consistency tests for verification of compliance with the project specifications when directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site daily.

106.3.10.2.2 The Consultant shall prepare a minimum of 4 test cylinders on the project site at the time of concrete placement and perform laboratory compressive strength tests when requested by the City. Cylinders shall be cured on-site in a cure box supplied by the Consultant, for a period of 24 hours before removal. Results shall be delivered to the City within 2 working days following each cylinder being tested.

106.3.10.3 Asphaltic Concrete Tests

106.3.10.3.1 The Consultant shall perform on-site density tests by utilizing "Density of Bituminous Concrete in Place by Nuclear Method" ASTM D 2950 methodology at the time of asphaltic concrete placement for verification of compliance with the project specifications when directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site daily.

106.3.10.3.2 The Consultants shall retrieve samples from the project site and perform laboratory Extraction/Gradation tests when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the project site.

106.3.10.3.3 The Consultant shall retrieve samples from the project site and perform laboratory Maximum Theoretical Specific Gravity tests utilizing the Rice methods, when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the project site.

106.3.10.3.4 The Consultant shall retrieve samples from the project site and perform laboratory Unit Weight and Thickness tests when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the project site.

106.3.10.3.5 The Consultant shall retrieve samples from the project site and perform laboratory Marshall Series tests when requested by the City. Test results shall be delivered to the City within 3 working days following samples being retrieved from the project site.

ARTICLE 107: CONSULTANT REPORTING

107.1 In addition to the reports required by the material testing sections of the Project Documents and the daily, weekly, and final report requirements for Special Inspection requirements by the City of Las Vegas, Department of Building and Safety, the Consultant shall immediately report verbally and in writing to the City Construction Project Representative any:

107.1.1 Testing or inspection that fails specifications or requirements (non-conforming items).

107.1.2 Missed testing or inspections, including periodic inspections when continuous was required.

107.1.3 Testing where there is a reasonable doubt that the future test results may not meet the specifications.

107.1.4 Construction that proceeds without the required testing or inspection.

107.1.5 Construction that proceeds after uncorrected failed test results or doubtful future results.

107.1.6 Construction that is not in compliance with the Project Documents.

107.1.7 Structural failure or collapse.

107.1.8 Disciplinary actions taken by the Building Department against the Consultant or Contractor.

107.1.9 Daily reports shall note the following minimum information for the City's use on each report:

107.1.9.1 Whether inspection was Continuous or Periodic.

107.1.9.2 Time Beginning Inspection.

107.1.9.3 Time Ending Inspection.

107.1.9.4 Total Hours spent inspecting for the day.

107.1.9.5 List of Non-conforming Items not yet corrected, inspected, and approved at the end of the day.

ARTICLE 108: AUTHORITY

108.1 The Consultant does have the authority and is responsible for immediately rejecting delivered non-compliant materials, without prior consultation with the City should the City Representative be unavailable. Rejection shall be verbally to the Contractor with written confirmation to the Contractor and City.

108.2 The Consultant is not authorized to do any of the following:

108.2.1 To inspect or approve any work for which the building permit has not been issued;

108.2.2 To inspect or approve or otherwise authorize any work to commence before the Building Department has made the initial inspection;

108.2.3 To inspect or approve any work other than that for which they are specifically certified;

108.2.4 To accept alternative materials, structural changes, or revisions to plans without approval by the City and Building Department.

108.2.5 Any act or statement to the Contractor that leads the Contractor to claim a change in price or schedule.

108.3 The Consultant does not have authority over design revisions, construction document interpretations, construction means and methods, stop work notices, change orders, construction change directives, contractor payments or claims.

ARTICLE 109: RE-INSPECTION and RE-TESTING

109.1 Re-inspection and re-testing services shall be considered Additional Services as provided for in this Agreement. The Additional Services requirement for pre-authorization in writing shall be waived for a re-inspection and re-testing if: 1) the re-inspection and re-testing is required by the Department of Building and Safety, and 2) it is not reasonable to require the pre-authorization without impacting the Project schedule, and 3) the Consultant provides itemized detailed records of the re-inspection and re-testing performed to the City and the Contractor within 24 hours of performing each service.

109.2 The Consultant agrees to cooperate with the Contractor in providing re-testing and re-inspection services as required by regulatory authorities and as requested by the Contractor, and to invoice the Contractor directly for such services no less frequently than monthly and at the same rates and conditions as the terms of this Agreement. Prior to providing each re-inspection and re-testing service, the Contractor shall sign a Consultant prepared notice stating that the re-inspection and re-testing is being performed at the request of the Contractor. If the Contractor refuses to sign any such notice or notes a disagreement on the notice along with the signature, the Consultant shall continue providing services as required by the "Continued Service" provisions of Exhibit "E", and should the disagreement be

resolved in accordance with the provisions of this Agreement in favor of the Consultant, the City shall make a good faith effort to withhold such compensation from the Contractor and reimburse the Consultant. The City shall not be obligated to compensate the Consultant for such services if the re-inspection and re-testing service claim is invalid as defined herein.

- 109.3** The Consultant shall timely notify the City in writing should the Contractor fail to compensate the Consultant for any re-inspection and re-testing services, so that the City can make a good faith effort to withhold such compensation from the Contractor and reimburse the Consultant. Should the Consultant fail to provide such notification of non-payment to the City the earlier of: 1) 60 days after providing the service, or 2) 30 days after Substantial Completion of the Project excepting those services performed after Substantial Completion, the claim for such service shall be invalid and no compensation shall be paid to the Consultant.
- 109.4** Re-inspection and re-testing claims shall also be invalid and no compensation shall be paid to the Consultant if one or more of the following events occur: 1) the Consultant fails to note the circumstances and reasons for each failure to obtain the Contractor's signature on the notice requesting service in their itemized detailed records of the re-inspection and re-testing, or 2) the Consultant fails to provide records on a daily "as performed" basis or in sufficient detail to evaluate the claim, or 3) the need for such service is caused in whole or part by the actions or inactions of the Consultant, or the Consultant's failure to fulfill their duties with the Department of Building and Safety, regardless of whether such duties or failure is specifically referenced by this Agreement, or 4) the Consultant fails to either gain pre-authorization in writing by the City or fails to meet the conditions for waiver of the pre-authorization as provided for herein.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

- 200.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall deliver the following minimum submittals and deliverables for the Project, which shall be accomplished as a prerequisite to payment for each service.
- 200.2 **Special Inspection.** Provide reports and other submittals as required by the Building Department. Provide one (1) duplicate copy concurrent with each Building Department submittals to the City Construction Project Representative, stamped, signed and dated by the licensed engineer of record.
- 200.3 **Material Testing.** Five (5) copies of any reports, stamped, signed and dated by the licensed engineer of record.
- 200.4 **Monthly Report.** The consultant shall submit monthly reports certifying that all sampling and testing procedures have been performed in accordance to accepted industry standards.
- 200.5 **Final Report** The Consultant shall submit a final report containing all test results.
- 200.6 All reports shall be on white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.
- 200.7 It is understood that the City may produce and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.
- 200.8 **Certificates of Insurance**
The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Agreement. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) shall be provided to the City upon request.

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

- 300.1** The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.
- 300.2** Site access is hereby provided to the Consultant by the City for the scope of services contained in this Agreement. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property. The Consultant shall coordinate site access with any contractors working on site.

ARTICLE 301: SCHEDULE OF SERVICES

- 301.1** For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall accomplish the services in accordance with the following schedule:
- 301.1.1** Subject to any limitations stated in the Consultant's proposal, the specified services shall be completed as the Project progresses and reports delivered to the City within Thirty (30) calendar days of the inspection and testing, barring circumstances beyond the Consultant's control that force a delay.
- 301.1.2** The Consultant shall respond to a request to perform an inspection or test within Twenty Four (24) Hours from the time the request is received from the City's Construction Project Representative.
- 301.2** The Consultant shall have in his possession a cellular phone and city phone numbers from which he may be contacted or may contact the City's Construction Project Representative while on-site.
- 301.3** The Consultant shall provide the required services until the Project is completed. Except as provided for in Paragraph 10.01 Suspension, additional compensation shall not be allowed should the completion date of the Project extend beyond the completion date anticipated.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

- 400.1 The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed \$194,260.00. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED ON HOURLY RATES AND TESTING RATES WITH A TOTAL NOT-TO-EXCEED COST

- 401.1 For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant based upon the Consultant hourly rates and testing rates established in the Consultant's attached proposal dated March 25, 2011 based upon the completed and approved services performed for the prior month. The Consultant agrees to perform the services required under this Agreement Exhibit "A" (Scope of Services) for no more than the amount of the Total Not-to-Exceed Cost set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made pursuant to monthly invoices submitted in accordance with the Agreement. The Total Not-to-Exceed Cost shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

SERVICE	NOT-TO-EXCEED COST	REMARKS
Special Inspection and Materials Testing	\$184,260.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
TOTAL NOT TO EXCEED COST	\$184,260.00	

- 401.2 The amounts shall not be shifted between the Not-to-Exceed Cost for each service shown above unless the City Representative so authorizes in writing.

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

- 402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.
- 402.2 Additional Services are services that are not set forth in Exhibit "A" (Scope of Services).
- 402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.
- 402.4 Continued Service. If a fee cannot be negotiated for Additional Services required by the Department of Building and Safety, or some other disagreement arises between the parties to this Agreement, or other event occurs that threatens to disrupt the Project schedule, regardless of the causes, the Consultant agrees to act in the best interest of the Project and to timely perform services as may be required by the Department of Building and Safety, independent of any dispute or claim, which shall be resolved in accordance with the terms of this Agreement.
- 402.5 Records. The Consultant shall maintain and provide to the City itemized detailed records for each Additional Service including the names of personnel, date and hours worked, tasks completed, area of the Project under construction, scope of work on the SI-6 form as

appropriate to the service, whether the service required a special trip to the site or was performed in addition to already scheduled on-going work on the site, and other information as may reasonably be required by the City to properly evaluate the services performed. In addition, to evaluate Additional Services provided or claimed, the City may require the Consultant to provide this same level of detail for other work being performed by the Consultant concurrent with, adjacent to, or otherwise related to the Additional Services under consideration.

402.6 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	\$10,000 ..	



March 25, 2011
Revised May 6, 2011
Proposal No. 20112831C1r

Mr. Mark Potokar
City of Las Vegas
Department of Public Works
Office of Architectural Services
333 North Rancho Drive
Las Vegas, Nevada 89106

PROVIDING

- Geotechnical Engineering
- IAS Accredited Materials Testing & Observation
- AASHTO Accredited Testing Laboratory
- Environmental Engineering
- Drilling Services
- Ground Source Heat Exchange
- Thermal Conductivity Testing

RE: Revised Scope of Work and Estimated Fee for Construction Materials Testing and Observation, 500 South Main Street Parking Garage, Las Vegas, Nevada

Dear Mr. Potokar:

Geotechnical & Environmental Services, Inc. (GES) is pleased to present this revised scope of work and estimated fee for providing construction materials testing and observation services for the 500 South Main Street Parking Garage in downtown Las Vegas, Nevada. GES previously performed environmental and geotechnical services for this design-build project during 2009 and 2010 under a separate contract with the City of Las Vegas. Documents prepared during this time were included in bridging documents as part of the bid package for the project.

Project Description

Our understanding of the project is based on a review of the following documents:

- Geotechnical Evaluation Report prepared by GES dated December 18, 2009, GES Project No. 20082384E1
- Soil Management Plan prepared by GES dated October 6, 2010, GES Project No 20082384E1
- Geotechnical Engineering Report prepared by Terracon dated February 1, 2011, Terracon Project No. 64105043
- Soil Management Plan Addendum prepared by Terracon dated February 16, 2011, Terracon Project No. 64107092
- 50% Construction Documents – Review Set prepared by Walter P. Moore dated February 2011
- Primavera Project Schedule prepared by The Whiting-Turner Contracting Company, run date February 22, 2011
- City of Las Vegas Form SI-6 Scope of Work, APPL/Permit # 41439/185603, 185618, 185617, 185628, undated

The project will consist of the construction of a 650-space concrete parking garage structure that will have an at-grade level with 4 raised levels. The garage will have precast concrete structural members that will bolt together and be topped by a thin cast-in-place concrete slab for each of the raised levels. The at-grade level will include both concrete and asphalt concrete pavements in the driveway and parking areas. Concrete masonry screen over retaining walls will be constructed up to approximately

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7 feet in height along the north and west perimeters of the at-grade level of the structure. The at-grade level of the parking garage will include an approximately 3,900 square foot retail area along Main Street and will be enclosed with masonry walls. Masonry walls will also enclose the elevators, equipment rooms, storage rooms, electrical rooms and trash enclosure. The parking garage will be supported on spread footings up to 17 feet square in size and between 24 and 39 inches thick, except footings for shear walls which will be up to 96 feet in length and up to approximately 6 feet thick. A future pedestrian bridge connecting the third story of the parking garage to the west side of the Union Pacific Railroad right-of-way and Symphony Park is not a part of this project.

Scope of Work

Our scope of work and estimated fee for providing testing and observation services during construction of the parking garage are based on the Statement of Special Inspections included on Sheet S1.02 of the 50% Construction Documents, the provided City of Las Vegas Form SI-6 and the project schedule provided by The Whiting Turner Contracting Company. In accordance with the referenced Statement of Special Inspections, special inspection should be performed in accordance with the 2006 International Building Code (IBC) for the following items: steel construction, concrete construction, masonry construction and soils. Observation and testing for pier foundations, sprayed fire-resistant materials, epoxy-set or expansion anchors, and smoke control systems are not anticipated to be performed by GES as part of the project and are not included in the following proposed scope of work and estimated fee. Our scope of work and estimated fee are broken into tasks and outlined below. Dependent upon a review by GES of the final construction documents, including project plans, specifications, City of Las Vegas Department of Building and Safety SI-6, construction schedule, geotechnical engineering report and addendums, our scope of work and estimated fee will be subject to change.

Excluded services include, but are not necessarily limited to: supervision or coordination of contractor's work; union or prevailing wages; observation and testing services of off-site improvements to Main Street; geotechnical exploration or evaluation; preparation or technical review of improvement plans; environmental sampling or testing of soils or groundwater; environmental site assessments; meetings; surveying; structural observation; architectural observation and inspections; permits; work plans; health and safety plans; standby time; progress reports; overtime defined as more than 8 hours on-site on weekdays; work on weekends or holidays; re-testing; and any other services not specifically listed in this proposal. Overtime services will be charged at 1.5 the standard hourly rates.

Geotechnical Consultation

\$5,000

GES will consult with and advise the City of Las Vegas on issues related to the findings, conclusions, and recommendations of the design-build project team's geotechnical study. GES will review the design-build project team's geotechnical and environmental reports and addendums, including geotechnical engineering reports and addendums and soil management plan addendum. GES will meet with City of Las Vegas staff regarding our opinions and the results of our review will be presented in a summary letter.

Earthwork

\$42,130

GES will provide approved special inspectors and field technicians to perform continuous observation and testing during structural fill placement within the parking garage envelope. For areas outside of the parking garage envelope, GES will perform periodic observations and testing of earthwork. Our field staffing for earthwork observation and testing is summarized below:

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- Within the parking garage envelope: 8 hours on-site during 33 site visits to observe and test the density and moisture content of fill soils
- Outside the parking garage envelope: Up to 4 hours on-site during 15 site visits to observe and test the density and moisture content of fill soils

During earthwork observation and testing, GES will obtain up to 10 samples of structural fill materials and perform laboratory testing to evaluate whether materials satisfy the project structural fill recommendations. We anticipate performing the following laboratory tests on each sample:

- Sieve Analysis (ASTM D 6913)
- Atterberg Limit (ASTM D 4318)
- Modified Proctor (ASTM D 1557)
- Remolded Swell Potential (Section 1802.3.3 of the Southern Nevada Amendments to the 2006 IBC)
- Soluble Sulfate and Solubility (AWWA 3500-Na D, 4500E and 2540 C)

Trench Backfill

\$6,295

GES will provide field technicians to perform periodic observation and testing during placement of on-site and off-site trench backfill for the project. Our proposed field staffing for trench backfill sampling, observation and testing is summarized below:

- Up to 3 hours on-site during 15 site visits to observe and test the density and moisture content of trench backfill and to obtain samples for laboratory testing

During trench backfill, GES will obtain up to 2 samples of trench spoils and perform laboratory testing to evaluate whether materials satisfy the trench backfill recommendations. We anticipate performing the following laboratory tests on each sample:

- Sieve Analysis (ASTM D 6913)
- Atterberg Limit (ASTM D 4318)
- Modified Proctor (ASTM D 1557)
- Remolded Swell Potential (Section 1802.3.3 of the Southern Nevada Amendments to the 2006 IBC)
- Soluble Sulfate (AWWA 3500-Na D and 4500E)

Structural Concrete

\$56,600

GES will provide approved special inspectors and field technicians to perform sampling, observation and testing during placement of concrete for footings and slabs. Our proposed field staffing for structural concrete construction observation and testing is summarized below:

- Up to 8 hours on-site during 25 site visits to periodically observe reinforcing steel and formwork
- Up to 8 hours on-site during 25 site visits to observe and sample concrete placement for footings and slabs
- The slump, temperature and air content of concrete samples will be measured and recorded, and up to 50 sets of 4 cylindrical test specimens will be cast for compressive strength testing; one of the specimens will be tested after 7-days, two will be tested after 28-days, and the fourth will be held and tested if the two 28-day specimens do not make strength

Structural Masonry

\$30,640

GES will provide approved special inspectors to perform sampling, observation and testing during structural masonry construction. Our proposed field staffing for structural masonry observation and testing is summarized below:

- Up to 5 hours on-site during 17 site visits to periodically observe grout space, reinforcing steel, anchorages and connectors and sizes of structural masonry elements
- Up to 5 hours on-site during 17 site visits to observe and sample grout placement
- Up to 15 sets of masonry prisms constructed from the 8-inch CMU block, up to 35 sets of grout samples, and up to 5 sets of mortar samples will be tested for compressive strength

Structural Steel

\$26,300

GES will provide approved special inspectors to perform observation of structural steel placement and welding. We assume that the steel elements for the project will be fabricated by an approved fabricator and both periodic and continuous observation of structural steel and welding will be required. If the steel elements are not from an approved fabricator, continuous observation and field testing of all welds may be required which is not included in this scope of work and associated fees. Our proposed field staffing for observation of structural steel and welding is summarized below:

- Up to 8 hours on-site during 25 site visits to observe structural steel placement and welding

Asphaltic Concrete Pavement

\$4,515

GES will provide field technicians to perform sampling, observation and testing during and subsequent to the placement of asphalt for driveways and parking areas. Our proposed field staffing for asphalt pavement observation and testing is summarized below:

- Up to 3 hours on-site during 2 site visits to periodically observe placement of asphalt concrete in driveways and parking areas and to obtain samples
- Laboratory tests will be performed on up to 3 samples and will include oil content, gradation, Marshall stability, flow and unit weight, and Maximum Theoretical Density
- Up to 4 hours on-site during 1 site visit to obtain drilled cores from the in-place asphalt paving
- We will obtain up to 10 drilled cores from driveway and parking area asphalt pavement to measure thickness and relative density

Final Report

\$2,780

After the completion of our scope of work, GES will prepare a final report summarizing our observations and testing performed for the project and submit to the the City of Las Vegas Department of Building and Safety Development Services Center.

Contingency Fee

\$10,000

GES will perform additional services, as requested, in the event that supplemental services are needed outside of those listed above or if additional site visits are needed for those services listed above. These services will be billed on a time and materials basis in accordance with our current rates in effect for this project.

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Coordination and Supervision

Inclusive

GES will provide supervision of Special Inspectors and Field Technicians performing observation and testing at the project site by a Professional Engineer licensed in the State of Nevada. GES will coordinate site visits as requested through our dispatcher. We assume that we will be notified by the Contractor or Construction Manager at least 24 hours in advance for scheduling field observations and testing.

Estimated Fee

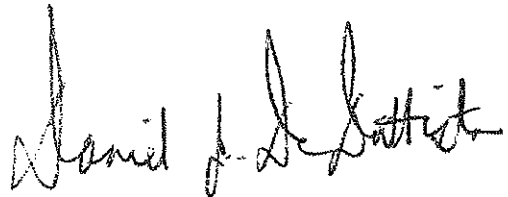
The services described above will be performed on a time-and-materials basis for an estimated fee of **\$184,260 (One Hundred Eighty Four Thousand Two Hundred Sixty Dollars)**. Our incurred fees will be billed monthly on a time-and-materials basis. If the scope of services is changed or if the description of the project varies from what is presented herein, including the type, location, and size of improvements, the fees presented will be subject to renegotiation. If this proposal is acceptable as presented, we are prepared to begin as soon as we receive an executed Professional Service Agreement.

We appreciate the opportunity to provide our professional services. We hope to be able to meet with you and discuss the details of our services to be provided. Please feel free to contact our office at (702) 365-1001 if you have any questions or comments regarding this proposal.

Sincerely,
Geotechnical & Environmental Services, Inc.



Robert L. Thomsen, P.E.
Project Engineer



Daniel J. De Battista, P.E.
Engineering Manager

RLT:DJD:nd:ac

Encl: Fee Estimate

FEE SCHEDULE

<u>Geotechnical Consultation</u>				\$	5,000.00
<u>Earthwork</u>					
Sr. Field Technician	33 trips@	9 hours/trip@	\$90	\$	26,730.00
Sr. Field Technician	15 trips@	4 hours/trip@	\$90	\$	5,400.00
Project Engineer		20 hours@	\$155	\$	3,100.00
Admin		8 hours@	\$70	\$	560.00
Sieve Analysis		10 tests @	\$100	\$	1,000.00
Plasticity Index		10 tests @	\$100	\$	1,000.00
Swell Test		10 tests @	\$80	\$	800.00
Sulfate Content with Solubility		10 tests @	\$75	\$	750.00
Proctor		10 tests @	\$150	\$	1,500.00
Engineering Intern (Letter)		8 hours@	\$105	\$	840.00
Project Engineer (Letter)		2 hours@	\$155	\$	310.00
Admin (Letter)		2 hours@	\$70	\$	140.00
				Subtotal=	\$ 42,130.00
<u>Trench Backfill Sampling & Testing</u>					
Field Technician	15 trips@	4 hours/trip@	\$70	\$	4,200.00
Engineering Intern (Letter)		1 hours@	\$105	\$	105.00
Project Engineer		6 hours@	\$155	\$	930.00
Admin (Letter)		1 hours@	\$70	\$	70.00
Sieve Analysis		2 tests @	\$100	\$	200.00
Plasticity Index		2 tests @	\$100	\$	200.00
Swell Test		2 tests @	\$80	\$	160.00
Sulfate Content		2 tests @	\$65	\$	130.00
Proctor		2 tests @	\$150	\$	300.00
				Subtotal=	\$ 6,295.00
<u>Concrete</u>					
Field Technician (Reinf)	25 trips @	9 hours@	\$110	\$	24,750.00
Field Technician (Conc)	25 trips @	9 hours@	\$110	\$	24,750.00
Project Engineer		20 hours@	\$155	\$	3,100.00
Sets of 4 Cylinders		50 sets @	\$80	\$	4,000.00
				Subtotal=	\$ 56,600.00
<u>Masonry</u>					
Construction Inspector (reinf)	17 trips @	6 hours@	\$110	\$	11,220.00
Construction Inspector (grout)	17 trips@	6 hours/trip@	\$110	\$	11,220.00
Project Engineer		8 hours@	\$155	\$	1,240.00
Engineering Intern		2 hours@	\$105	\$	210.00
Prisms (8-inch, set of 3)		15 sets @	\$330	\$	4,950.00
Mortar Cylinder (set of 3)		5 sets @	\$45	\$	225.00
Grout Cylinders (set of 3)		35 sets @	\$45	\$	1,575.00
				Subtotal=	\$ 30,640.00

Steel and Welding

Special Inspector	25 trips@	9 hours/trip@	\$110	\$	24,750.00
Project Engineer		10 hours@	\$155	\$	1,550.00
			Subtotal=	\$	26,300.00

On-Site Asphalt Sampling

Field Technician (sampling)	2 trips@	4 hours/trip@	\$90	\$	720.00
Extraction and Gradation		3 tests @	\$300	\$	900.00
Marshall Stability, Flow and Compaction		3 tests @	\$195	\$	585.00
Rice Unit Weight		3 tests @	\$90	\$	270.00
Field Technician (asphalt coring)	1 trips@	5 hours/trip@	\$90	\$	450.00
Unit Weight and thickness of Asphalt Cores		10 cores@	\$55	\$	550.00
Project Engineer		4 hours@	\$155	\$	620.00
Engineering Intern		4 hours@	\$105	\$	420.00
			Subtotal=	\$	4,515.00

Final Report

Engineering Intern (Letter)		12 hours@	\$105	\$	1,260.00
Project Engineer (Letter)		8 hours@	\$155	\$	1,240.00
Admin (Letter)		4 hours@	\$70	\$	280.00
			Subtotal=	\$	2,780.00

Contingency Fee

\$ 10,000.00

GRAND TOTAL = \$ 184,260.00

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

- 500.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

CLASSIFICATION		
Project Manager	\$155.00	Per Hour
Construction Coordinator	\$105.00	Per Hour
Inspector I	\$70.00	Per Hour
Inspector II	\$90.00	Per Hour
Inspector III	\$110.00	Per Hour
Document Control	\$70.00	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

- 501.1 The cost of the following potential future Additional Services have been negotiated as of the date of this Agreement.

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
None authorized or anticipated as of the date of this Agreement.			\$0
			\$0
			\$0

- 501.2 These fees are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and five hundredths (1.05)** times the amounts billed to the Consultant for such services, which multiple has been included in the Additional Services fees shown herein.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

- 600.1 CITY REPRESENTATIVE: John O'Connell
- 600.2 CONSTRUCTION PROJECT REPRESENTATIVE: Russell Coleman

ARTICLE 601: CONSULTANT'S PROJECT STAFF

- 601.1 The following personnel will be assigned by the Consultant to work on the Project. Any changes require City approval.
- 601.1.1 CONSULTANT REPRESENTATIVE: Daniel J. DeBattista, P.E
- 601.1.2 PROJECT MANAGER: TBD
- 601.1.3 TECHNICIAN/CADD: TBD
- 601.1.4 CLERICAL: TBD
- 601.1.5 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Daniel J. DeBattista, P.E.
- 601.1.6 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number:

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

- 602.1 The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.
- 602.1.1 None.

END OF EXHIBIT "F"