

THIRD AMENDMENT

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 2011, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and Terracon Consultants, Inc., a Corporation (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated September 3, 2008, (herein the "Agreement"), retaining the services of the Consultant for Material Testing, Construction Inspections and Special Inspection services more fully described therein in connection with the improvements for various projects related to the City's Capital Improvement program (herein "Project") and,

WHEREAS, since entering into the Agreement, the City desires to modify the Agreement to add additional funds which will enable the Consultant to continue to provide material testing, construction inspections and special inspection services for various projects related to the City's Capital Improvement program.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Agreement:

1. REFERENCE: Exhibit "D" Fee Breakdown

REVISE TO READ: The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses is hereby amended to increase the total compensation of the entire Agreement by \$100,000.00 from \$500,000.00 to \$600,000.00. Increase to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in Revised Exhibit "D" (Fee Breakdown), attached hereto.

All other provisions of the Agreement remain in force and effect.

///
///
///

LEFT BLANK INTENTIONALLY

///
///

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

CITY OF LAS VEGAS

By: _____
Kathleen C. Rainey, Manager
Purchasing and Contracts
"CITY"

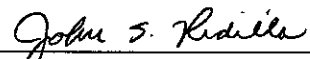
TERRACON CONSULTANTS, INC.

By: 
Richard E. Van Horn P.E.
Principal
"CONSULTANT"

ATTEST:

Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

 10/3/11
Deputy City Attorney Date

REVISED EXHIBIT "D"

FEE BREAKDOWN

The Fee Breakdown for this agreement shall be as set forth in each executed Project Task Order. The Hourly and Unit Rate fee schedule is attached as Exhibit "D".

HOURLY AND UNIT RATE FEE

Task No.	Description	Unit Price
----------	-------------	------------

100 COORDINATION

110	Site Visits and Project Management	
	Project Engineer	\$104.50
120	Monthly Report	
	Project Engineer	\$104.50
	Word Processor	\$45.60
130	Meetings	
	Project Engineer	\$104.50
140	Final Report	
	Project Engineer	\$104.50
	Word Processor	\$45.60
150	Full Time Field Inspector	
A	Special Inspector or Construction Inspector, per hour	\$63.65
B	Special Inspector (Structural steel only), per hour	\$68.40
C	Testing Technician (full time or on-call), pr hour	\$61.75

200 SOILS TESTS

205	Sample Pick-up on call testing, per hour (see 150C)	
210	Relative compaction testing, per hour (150C)	
220A	Laboratory Moisture Density (proctor), ea	\$137.75
220B	Lab Moist Den (proctor)/rock correc, ea	\$209.00
230	Sieve Analysis, ea	\$102.60
240	R-Value, ea	\$241.30
250	Percent of Wear, ea	\$137.75
260	Plasticity Index, ea	\$83.60
270	Sulfate content, ea	\$54.15
280	Fractured Faces, ea	\$80.75

300 CONCRETE TESTS

310	Field Technician - field testing, per hour (see 150C)	
320	Compressive Strength, per set of 4 cylinders	\$54.15

400 ASPHALT CONCRETE

410	Field Technician - field testing, per hour (see 150C)	
420	Extraction/Gradation, ea	\$180.50
430	Maximum Theoretical Specific Gravity, ea	\$93.10
440	Unit Weight and Thickness of cores, ea	\$71.25
450	Marshall Series, ea	\$199.50