CONTRACT NO. 2459-MT

CONTRACT DOCUMENT

MATERIAL TESTING SERVICES

LAS EXTEND TAXIWAY C

AZTECH MATERIALS TESTING, INC.

OCTOBER 2, 2018

McCARRAN INTERNATIONAL AIRPORT
DEPARTMENT OF AVIATION
CLARK COUNTY, NEVADA
MCCARRAN INTERNATIONAL AIRPORT
CLARK COUNTY, NEVADA

CONTRACT DOCUMENT
MATERIAL TESTING SERVICES
LAS EXTEND TAXIWAY C
CONTRACT NO. 2459-MT

MCCARRAN INTERNATIONAL AIRPORT
LAS VEGAS, NEVADA

DOCUMENT INDEX

CONTRACT
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EXHIBIT "B" - SPECIAL CONDITIONS
EXHIBIT "C" - COMPENSATION CONDITIONS
EXHIBIT "D" - TECHNICAL SPECIFICATIONS
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</tr>
<tr>
<td>DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM</td>
<td>15</td>
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</table>
CONTRACT

THIS Contract, made and entered into this ______ day of __________, 2018 between Clark County, a political subdivision of the State of Nevada, hereinafter referred to as the "OWNER", and AZTECH MATERIALS TESTING, INC., a Corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as the "ENGINEER".

WITNESSETH: That the said ENGINEER having been awarded a Contract to provide Material Testing Services on Construction Contracts including, but not limited to,

LAS EXTEND TAXIWAY C

in accordance with the Proposal therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by ENGINEER and OWNER, ENGINEER hereby covenants and agrees to and with OWNER to undertake and execute all of the said named Work, in a good, substantial and workmanlike manner, and to furnish all the materials and all the tools and labor necessary to properly perform and complete the Work ready for use, in strict accordance with all the provisions of the Contract including the following Exhibits attached hereto and made a part hereof:

Contract
Exhibit "A" - General Conditions
Exhibit "B" - Special Conditions
Exhibit "C" - Compensation Conditions
Exhibit "D" - Technical Specifications
Exhibit "E" - Required Contract Provisions

and accept as full compensation for the satisfactory performance of this Contract at the unit prices contained in Exhibit C - Compensation Conditions, Article 2.0, Unit Price Form, not to exceed the sum of FOUR HUNDRED TWO THOUSAND SEVENTY EIGHT DOLLARS AND ZERO CENTS ($402,078.00).

The prices named in the Contract are for the completed Work, and include the furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, connected with the proper execution of the Work until it is accepted by the Board of County Commissioners.

ENGINEER shall commence the Work to be performed under this Contract on the date set by OWNER in the written notice to proceed, continuing the Work with diligence and shall complete the entire Work in a timely manner.
Prior to execution of the Contract, ENGINEER shall furnish to OWNER certificates of insurance evidencing the existence of valid, in force insurance policies for the limits and coverage as described in Exhibit “A” - General Conditions, Article 22.0 – Insurance. Original Certificates for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada.

ENGINEER is expected to visit the Jobsite and become familiar with existing conditions under which the Services are to be performed and which may impact budget or schedule. Execution of the Contract shall be construed as confirmation that ENGINEER is familiar with the Jobsite and conditions involved.

Time for completion of the Work as provided by the Contract is admitted by ENGINEER to be sufficient to allow completion of its Work in a timely manner.
IN WITNESS WHEREOF, the Board of County Commissioners of Clark County, Nevada, has made and executed this Contract on behalf of the said OWNER, and ENGINEER has hereunto set its hand and seal the day and year above written.

CLARK COUNTY, NEVADA

BY: ______________________________

ROSEMARY A. VASSILIADIS
Director of Aviation

NOTE: Witnesses not required for Corporation, but Corporate Certificate must be complete. Two witnesses required for Partnerships and Individuals. Partnerships must complete Partnership Certificate.

AZTECH MATERIALS TESTING, INC.

Witness:

______________________________

DAVID McDONOUGH
President

Witness:

______________________________

APPROVED AS TO FORM:

______________________________

TIMOTHY BALDWIN
Deputy District Attorney
ATTACHMENT NO. ONE
LIST OF CONSULTANTS AND SUBCONSULTANTS

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

ENGINEER shall list each Consultant or Subconsultant who will provide labor or a portion of the Work or improvement to ENGINEER.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Work Description</th>
</tr>
</thead>
</table>

No subconsultants.

AZTECH MATERIALS TESTING, INC.

By: 
David McDonough
President

Date: 8/22/18
ATTACHMENT NO. TWO
STATEMENT ON PARTICIPATION IN CONTRACTS SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

ENGINEER shall complete the following statement by checking the appropriate boxes:

ENGINEER has ☑ not __ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

ENGINEER has ☑ not __ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representation indicating submission of required compliance reports signed by proposed Subconsultants will be obtained prior to award of Subcontracts.

If ENGINEER has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, ENGINEER, shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of Contract.

ENGINEER will comply with the provisions of NRS 338.125 (2) and NRS 338.130. Failure to comply with these provisions will render the Contract void.

AZTECH MATERIALS TESTING, INC.

By: ___________________________
David McDonough
President

Date: 6/22/18
At the meeting of the Board of Clark County Commissioners on February 20, 1996, the Board adopted a Strategic Plan to promote and encourage a greater degree of participation of small, minority, women-owned, and other socially and economically disadvantaged businesses in the Clark County procurement process of construction projects, commodities and services. The Board of Clark County Commissioners wishes to ensure that those businesses, which have been traditionally underutilized are afforded the opportunity to fully participate in the overall procurement process of Clark County. Therefore, the OWNER expects the ENGINEER to solicit small, minority, women-owned and Disadvantaged Business Enterprises certified in accordance with U.S. Department of Transportation Regulations, 49 CFR Part 26, as subconsultants and material suppliers. The ENGINEER shall make good faith efforts to work with the OWNER to fulfill the joint commitment to these business enterprises.

ENGINEER will be required to submit information concerning the S/M/W/DBEs who will participate in this Contract. The information will include the name and address of each minority, woman or DBE firm, a description of the work to be performed by each named firm, and the dollar value of the subcontract. If ENGINEER fails to utilize any S/M/W/DBE participation, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.

AZTECH MATERIALS TESTING, INC.

By:  
David McDonough
President

Date: 8/22/98
I certify that [None] has agreed to participate
(S/M/W/DBE Firm Name)
with [____________________________________________________] in Contract No. [___________] as a
(ENGINEER Name)
subconsultant / supplier. The agreed upon subcontract amount or estimated purchase amount is
$[______________________].

By: [______________________________________________________]
(S/M/W/DBE Firm Authorized Representative)

Title: [______________________________________________________]

Company: [______________________________________________________]
(S/M/W/DBE Firm)

This assurance shall be executed by a duly authorized representative of the S/M/W/DBE participant. Copies
may be made for each S/M/W/DBE participant.

Date: [______________________]
ATTACHMENT NO. FIVE
S/M/W/DBE SUBCONSULTANT/VENDOR INFORMATION

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

<table>
<thead>
<tr>
<th>SBE/MBE/WBE/DBE FIRM NAME:</th>
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<tbody>
<tr>
<td>ADDRESS:</td>
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<tr>
<td>TELEPHONE NUMBER:</td>
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<tr>
<td>S/M/W/DBE BUSINESS ENTERPRISE TYPE:</td>
<td>Small Business Enterprise (SBE)</td>
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<td>Minority Business Enterprises (MBE)</td>
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<td>Women Business Enterprises (WBE)</td>
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<tr>
<td></td>
<td>Disadvantaged Business Enterprise (DBE)</td>
</tr>
<tr>
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<td>Subcontinent Asian American</td>
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<td>Black American</td>
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<td>Native American</td>
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<td></td>
<td>Hispanic American</td>
</tr>
<tr>
<td></td>
<td>Caucasian</td>
</tr>
<tr>
<td>DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED:</td>
<td></td>
</tr>
<tr>
<td>DESCRIPTION OF SUPPLIES TO BE FURNISHED:</td>
<td></td>
</tr>
<tr>
<td>ESTIMATED DOLLAR AMOUNT OF SUBCONTRACT:</td>
<td></td>
</tr>
</tbody>
</table>

(Please photocopy this form should additional spaces be required)

For all firms listed as S/M/W/DBE's, attach a copy of the current certification.

Total Contract Amount: $________________
Total S/M/W/DBE Amount: $________________
Percentage of S/M/W/DBE Participation: _____________________ %

AZTECH MATERIALS TESTING, INC.

By: [Signature]
David McDonough
President

Date: 2/27/18
ATTACHMENT NO. SIX
S/M/DBE PARTICIPATION STATEMENT

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

The purpose of this form is so that ENGINEER can substantiate that a good faith effort has been made in soliciting S/M/W/DBE participation for this Contract. This form must be completed when no S/M/W/DBE Participation is utilized.

1. List general circulation, trade association, and minority focus media where subcontracting opportunities were advertised. Provide proof of advertising.
   
   N/A

2. Plans, specifications and requirements of the Contract were provided to the following S/M/W/DBEs, in sufficient time for them to prepare a subcontract Proposal.
   
   N/A

3. The following S/M/W/DBEs were contacted by ENGINEER as a follow up to Item 2, above.
   
   N/A

4. What portions of the work did ENGINEER select to be performed by S/M/W/DBEs in order to make a good faith effort to solicit S/M/W/DBE Participation, including where appropriate, breaking down contracts into economically feasible units to facilitate S/M/W/DBE participation?
   
   N/A

AZTECH MATERIALS TESTING, INC.

By: 

David McDonough
President

Date: 8/22/13
ATTACHMENT NO. SIX
S/M/W/DBE PARTICIPATION STATEMENT - CONTINUED

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

5. With what S/M/WDBE firms did ENGINEER negotiate in good faith, not rejecting S/M/W/DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities?
   N/A

6. If a S/MW/DBE Proposal was rejected, state why on the attached S/M/W/DBE Unavailability Certification Form.

7. With what S/M/W/DBE firms did ENGINEER make efforts to assist in obtaining bonding, lines of credit or insurance required by the Contract?
   N/A

8. Name the organizations, which ENGINEER contacted to secure the services of S/M/W/DBEs, such as DBE Directors, Clark County Business Litigation Directory, disadvantaged subconsultant's groups, minority chambers, local, state and Federal minority business assistance offices, and other organizations that provide assistance in the recruitment and placement of S/M/W/DBEs.
   N/A

AZTECH MATERIALS TESTING, INC.

By: ____________________________
    David McDonough
    President

Date: ____________________________

Material Testing Contract

Contract No. 2459-MT
Contract
Page 10 of 15
ATTACHMENT NO. SIX
S/M/W/DBE PARTICIPATION STATEMENT - CONTINUED

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

Please provide copies of reply letters from S/M/W/DBEs or if no reply was obtained, attach copy of registered or certified letters.

ENGINEER agrees to verify, to the maximum extent possible; i.e. through the use of recognized directories, trade organization listings, minority and women chamber memberships, or proof of S/M/W/DBE certification, that the S/M/W/DBE firms engaged to provide materials or services in the completion of the project (a) is a bona fide S/M/W/DBE; and (b) has executed a binding contract to provide specific materials or services for a specific dollar amount.

Certification that the S/M/W/DBE has executed a binding contract with ENGINEER for materials or services, should be provided to OWNER at the time ENGINEER’s Contract is signed by OWNER.

During the period of the Contract, ENGINEER agrees to make a good faith effort to replace a terminated S/M/W/DBE subconsultant with another S/M/W/DBE subconsultant.

Prior to final payment, ENGINEER agrees to submit to OWNER the actual dollar breakdown on S/M/W/DBE participation on referenced project.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind ENGINEER to the commitment herein set forth.

AZTECH MATERIALS TESTING, INC.

By: ____________________________
    David McDonough
    President

Date: 8/27/18
ATTACHMENT NO. SIX
S/M/W/DBE PARTICIPATION STATEMENT - CONTINUED

S/M/W/DBE UNAVAILABILITY CERTIFICATION

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

______________________________________,
I contacted the following S/M/W/DBE Subconsultants to obtain

("Date")
a Proposal for work items to be performed on Project No. __________.

S/M/W/DBE  Work Items  Form of Proposal
CONSULTANT    Sought     Sought

None —

AZTECH MATERIALS TESTING, INC.

By: ____________________________
David McDonough
President

Date: 8/27/13
ATTACHMENT NO. SIX
S/M/W/DBE PARTICIPATION STATEMENT - CONTINUED

S/M/W/DBE UNAVAILABILITY CERTIFICATION

THIS FORM IS PART OF THE CONTRACT AND MUST BE FULLY EXECUTED.

THIS PAGE MAY BE DUPLICATED AND SHALL BE COMPLETED FOR EACH S/M/W/DBE
SUBCONSULTANT THAT WAS SOLICITED

To the best of my knowledge and belief, said S/M/W/DBE Subconsultant was unavailable (exclusive of
unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid, for the
following reason(s):

__________________________
(Name of S/M/W/DBE SUBCONSULTANT)

was offered an opportunity
to propose on the above identified work on __________________________

(Date)

AZTECH MATERIALS TESTING, INC.

By: __________________________
David McDonough
President

Date: __02/22/18__
ATTACHMENT NO. SEVEN
CORPORATE CERTIFICATE

1. David McDaniel, certify:

1. That I am the President of the corporation named in the foregoing Contract; and

2. That ______________________, who signed said Contract on behalf of ENGINEER was
then ______________________ of the said corporation; and

3. That said Contract was duly signed for and on behalf of said Corporation by authority of its
governing body, and that such authority is within the scope of its corporate powers.

[Signature]

Corporate Seal
ATTACHMENT NO. EIGHT
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

This Form shall be included in the Contract. ENGINEER shall re-issue the Disclosure of Ownership/Principals Form, if, at any time during the Contract period, there are changes to the Form.
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

<table>
<thead>
<tr>
<th>Business Entity Type (Please select one)</th>
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<tbody>
<tr>
<td>☐ Sole Proprietorship</td>
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<tr>
<td>☐ Partnership</td>
</tr>
<tr>
<td>☐ Limited Liability Company</td>
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<tr>
<td>☐ Corporation</td>
</tr>
<tr>
<td>☐ Trust</td>
</tr>
<tr>
<td>☐ Non-Profit Organization</td>
</tr>
<tr>
<td>☐ Other</td>
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<table>
<thead>
<tr>
<th>Business Designation Group (Please select all that apply)</th>
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<tbody>
<tr>
<td>☐ MBE</td>
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<tr>
<td>☐ WBE</td>
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<tr>
<td>☐ SBE</td>
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<td>☐ DVET</td>
</tr>
<tr>
<td>☐ ESB</td>
</tr>
<tr>
<td>☐ Minority Business Enterprise</td>
</tr>
<tr>
<td>☐ Women-Owned Business Enterprise</td>
</tr>
<tr>
<td>☐ Small Business Enterprise</td>
</tr>
<tr>
<td>☐ Physically Challenged Business Enterprise</td>
</tr>
<tr>
<td>☐ Veteran Owned Business</td>
</tr>
<tr>
<td>☐ Disabled Veteran Owned Business</td>
</tr>
<tr>
<td>☐ Emerging Small Business</td>
</tr>
</tbody>
</table>

**Number of Clark County Nevada Residents Employed:** 22

<table>
<thead>
<tr>
<th>Corporate/Business Entity Name: Aztech Materials Testing</th>
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<tr>
<td>(Include d.b.a., if applicable)</td>
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<table>
<thead>
<tr>
<th>Street Address: 700 Copper Sage St.</th>
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<table>
<thead>
<tr>
<th>City, State and Zip Code: LV NV 89115</th>
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<table>
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<tr>
<th>Telephone No: 702-247-7645</th>
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<table>
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<tr>
<th>Nevada Local Street Address: Same</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City, State and Zip Code:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Local Telephone No:</th>
</tr>
</thead>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
<th>% Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>David McDonough</td>
<td>President</td>
<td>100</td>
</tr>
</tbody>
</table>

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

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

**Signature**

David McDonough

**Print Name**

David McDonough

**Title**

President

**Date**

6-19-18

**REVISED 7/25/2014**
DISCLOSURE OF RELATIONSHIP

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

<table>
<thead>
<tr>
<th>NAME OF BUSINESS OWNER/PRINCIPAL</th>
<th>NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE</th>
<th>RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL</th>
<th>COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT</th>
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<tbody>
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</tbody>
</table>

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

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

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

For County Use Only:
If any Disclosure of Relationship is noted above, please complete the following:

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

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

Notes/Comments:

Signature
Print Name
Authorized Department Representative
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<th>TITLE</th>
<th>PAGE</th>
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<td>AUTHORIZED REPRESENTATIVES</td>
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1.0 AUTHORIZED REPRESENTATIVES

Before starting work, ENGINEER shall designate in writing an Authorized Representative acceptable to OWNER to represent and act for ENGINEER and shall specify any limitations of such representative’s authority. During periods when work is suspended, arrangements shall be made for an Authorized Representative acceptable to OWNER for any emergency work that may be required. All communications given to the Authorized Representative by OWNER in accordance with this Contract shall be binding upon ENGINEER.

OWNER shall designate an Authorized Representative to be the point of contact for OWNER. OWNER will notify ENGINEER, in writing, of the name of such representative. At all times when work is being performed under the Contract, there will be available a competent representative who has authority to act for OWNER. The Authorized Representative will act for OWNER, within the limitations of such representatives’ authority, and receive communications from ENGINEER.

Notification of changes of Authorized Representatives for either OWNER or ENGINEER shall be provided in advance, in writing, to the other party.

2.0 NOTICES

Any notices provided for hereunder shall be in writing and may be served either personally on the Authorized Representative of the receiving party at the site of work or by registered mail to the address of that party as such address may have been changed by written notice.

3.0 SCOPE OF WORK

ENGINEER and its professional consultants and subconsultants shall furnish professional services as described within these Contract Documents so as to provide all testing work necessary to complete the scope of work.

4.0 RESPONSIBILITY OF ENGINEER

With respect to the performance of the Services, ENGINEER, its consultants and subconsultants will exercise the degree of skill, care and diligence normally exercised by recognized professional engineering firms with respect to services of comparable nature. All of the services specified by these Contract Documents shall be performed by ENGINEER, its consultants or its subconsultants under the personal supervision of ENGINEER. All principals, employees, agents, consultants or subconsultants whom ENGINEER proposes to assign to this Project shall be subject to approval by OWNER. In the exercise of the standards set forth above, ENGINEER, in its performance of Services, will:

A. Be responsible for the professional quality, technical accuracy, timely completion and coordination of all services or materials furnished under these Contract Documents by ENGINEER, its consultants or its subconsultants; and be responsible for all work performed by its own forces in addition to all work performed by its lower-tier consultants and subconsultants; and

B. Be responsible for the coordination, integration and interfacing of all work performed by its own forces and its lower-tier consultants and subconsultants with the work performed or other information provided by OWNER or any of its other consultants, contractors or subconsultants.
The obligations of ENGINEER under this clause shall not in any way limit or waive the obligations of ENGINEER imposed by law or any other provisions of this Contract.

Upon notice from OWNER of, or other discovery of the same, ENGINEER shall, throughout the term of this Agreement, without additional compensation and as provided hereafter, promptly correct or revise any errors, omissions or other deficiencies in services or materials furnished under these Contract Documents which are caused by ENGINEER's negligence in the performance of its services hereunder.

Notwithstanding any review, approval, acceptance or payment by OWNER, ENGINEER shall be and remain liable in accordance with applicable law for all damages to OWNER caused by errors, omissions or other negligent performance of any of the services furnished under these Contract Documents by ENGINEER, its consultants or its subconsultants.

6.0 INDEPENDENT CONTRACTOR

ENGINEER represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the work under this Contract. ENGINEER shall act as an independent contractor and not as the agent of OWNER in performing the Services, and is responsible for maintaining complete control over its employees and all of its consultants and lower-tier subconsultants. Nothing contained in this Contract or any lower-tier Subcontract shall create any contractual relationship between any such consultant or lower-tier subconsultant and OWNER. ENGINEER shall perform its work hereunder in accordance with its own methods subject to compliance with the Contract.

6.0 LAWS AND REGULATIONS

For all work on the airside, all FAA Advisory Circulars, instructions, requirements and specifications must be observed. ENGINEER must review FAA Advisory Circular 150/5370-6, 150/5370-10, Federal Register, Federal Regulations (FAR) Part 139 and Part 152. Note that the preceding documents are examples and do not constitute the entire list of FAA documents that will govern various aspects of the work.

ENGINEER and its subconsultants of any tier shall ensure that all services or materials fully comply with all applicable laws, statutes, rules or regulations in effect on the effective date of this Contract. ENGINEER shall subsequently monitor during the period services hereunder are to be performed for any changes to the applicable laws, statutes, rules or regulations and shall promptly notify OWNER of any changes to same and recommend what action is needed.

7.0 DISCOVERY OF CONFLICTS, DISCREPANCIES, ERRORS OR OMISSIONS

In case of conflict or discrepancies, errors or omissions among and within these Contract Documents, the matter shall be submitted immediately by ENGINEER to OWNER for decision and such decision shall be final. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by ENGINEER prior to OWNER's determination shall be at ENGINEER's risk.

8.0 ADDITIONAL WORK

8.1 OWNER may, at any time, ask the ENGINEER to perform additional work that is not displayed in the Conformed Documents. The cost of the additional work shall be arrived at by one the following two methods, in precedence:

8.1.1 Method One: Applicable Unit prices in the Contract Documents shall be used for additive units of work.
8.1.2 **Method Two**: The ENGINEER shall, within fourteen (14) calendar days following receipt of a written Contract Change Request, submit to OWNER a proposal for accomplishing the additional work. The proposal shall reflect the increase in cost to perform the additional work and the increase in time, if required, to complete the additional work.

The proposal shall state the ENGINEER’s added compensation in detail, including but not limited to:

A. **Equipment Cost**, per Paragraph 8.2.1.
B. **Direct Labor Cost**, per Paragraph 8.2.2.
C. **Overhead and Profit**, per Paragraph 8.2.3.

If the ENGINEER does not propose the compensation for such change or any part thereof within the time required, or if any compensation for such change, or any part thereof cannot be agreed prior to commencement of Work on the change, OWNER may use an Order-of-Magnitude Estimate for the change and the final cost of the change shall be determined in accordance with the details of this General Condition.

8.2 The costs for which the ENGINEER shall be entitled to compensation under General Condition Article 8.1.2, Method Two are as follows:

8.2.1 **Equipment Costs**: Compensation for the cost of equipment furnished by the ENGINEER for use in performing the additional work.

8.2.2 **Direct Labor Cost**: Compensation for all ENGINEER personnel involved in performing the additional work.

The time charged to additions will be subject to the approval of OWNER. Labor rates used to calculate the direct labor costs shall be those rates in effect during the accomplishment of the addition. In addition to the direct payroll costs, the direct labor costs shall include payroll taxes and insurance, vacation allowance, subsistence, travel time and overtime premium and any other payroll additives required to be paid by the ENGINEER by law or collective bargaining agreements. Copies of certified pertinent payrolls shall be submitted to OWNER, if requested.

8.2.3 **Overhead and Profit**: The ENGINEER’s fee for overhead and profit shall be in accordance with the standard fee schedule in effect at that time. Equipment costs are not included.

8.3 **Payment for Additional Work**: It is expressly understood that no payment will be made until the price of the additional work has been approved by OWNER. When the Work is completed, payment shall be included in the ENGINEER’s next Progress Pay Estimate, all in accord with Exhibit "C", COMPENSATION CONDITIONS.

8.4 **Agreement on Cost of Additional Work**: If OWNER and ENGINEER are unable to reach an Agreement as to the total cost of the additional work, this shall be resolved under provisions of Exhibit "A" - General Condition Article 14.0 - Contract Interpretation.

9.0 **PATENTS AND COPYRIGHTS**

Any patentable result arising out of this Contract, as well as all information, designs, specifications, processes, data and finds shall be made available to OWNER at no additional charge.

No reports, maps, designs, other documents, articles or devices, developed or produced in whole or in part by ENGINEER or its subconsultants under this Contract shall be the subject of any application of copyright or patent by or on behalf of ENGINEER or any of its employees or subconsultants.
Subject to the provisions of NRS 338.155(1)(e), ENGINEER hereby indemnifies and shall defend and hold harmless OWNER and its representatives from and including reasonable attorney's fees incurred as a result of or in connection with any claim, that any equipment, material or process or any part thereof specified by ENGINEER under this Contract infringes any patent, in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of an negligent act, omission or fault or willful misconduct whether active or passive of ENGINEER or of its subconsultants or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract.

ENGINEER shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing concepts, products or processes, or to modify such infringing concepts, products and processes so they become non-infringing, or obtain the necessary licenses to use the infringing concepts, products or processes, provided that such substituted and modified concepts, products and processes shall meet all the requirements and be subject to all the provisions of this Contract.

10.0 INDEMNITY

Subject to the provisions of NRS 338.155(1)(e), ENGINEER, its consultants and subconsultants of any tier, hereby indemnifies and shall defend and hold harmless OWNER, its officials, employees, OWNER's Representative, Authorized Representatives and their employees from and against any and all suits, actions, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of injury to or death of ENGINEER's employees, whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission or fault or willful misconduct whether active or passive of ENGINEER or of its consultants or of its subconsultants or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract. OWNER shall promptly notify ENGINEER in writing, of any such claim, demand, arbitration or lawsuit. ENGINEER shall indemnify, defend and hold harmless OWNER for any attorney's fees or other costs of defense.

11.0 NONDISCLOSURE

ENGINEER agrees not to divulge to third parties, without the written consent of OWNER, any information obtained from or through OWNER in connection with the performance of this Contract unless; (i) the information is known to ENGINEER prior to obtaining the same from OWNER; (ii) the information is, at the time of disclosure by ENGINEER, then in the public domain; or (iii) the information is obtained by ENGINEER from a third party who did not receive same, directly or indirectly from OWNER and who has no obligation of secrecy with respect thereto.

ENGINEER further agrees that it will not, without the prior written consent of OWNER, disclose to any third party any information developed or obtained by ENGINEER in the performance of this Contract except to the extent that such information falls within one of the categories described in (i), (ii) or (iii) above.

ENGINEER shall not be in breach of this provision if the disclosure of any such information is required by a court of law.

If so requested by OWNER, ENGINEER further agrees to require its employees to execute a nondisclosure agreement prior to performing any services under this Contract.
12.0 **EQUAL EMPLOYMENT OPPORTUNITY**

ENGINEER will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. ENGINEER agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training including apprenticeship.

ENGINEER is aware of, and is fully informed of ENGINEER's obligations under Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented by Department of Labor Regulations (41 CFR, Part 60) and, where applicable, shall comply with the requirements of such Order and all orders, rules, and regulations promulgated thereunder unless exempted therefrom.

Without limitation of the foregoing, ENGINEER's attention is directed to 41 Code of Federal Regulations (CFR), Section 60-1.4, and the clause entitled "Equal Opportunity Clause" which, by this reference, is incorporated herein.

ENGINEER is aware of and is fully informed of ENGINEER's responsibilities under Executive Order No. 11701 "List of Job Openings for Veterans" and, where applicable, shall comply with the requirements of such Order and all orders, rules and regulations promulgated thereunder unless exempted therefrom.

ENGINEER is aware of and is fully informed of ENGINEER's responsibilities under the Rehabilitation Act of 1973 and, where applicable, shall comply with the provisions of the Act and the regulations promulgated thereunder unless exempted therefrom.

Without limitation of the foregoing, ENGINEER's attention is directed to 41 CFR Section 60-250 et seq. and the clause therein entitled "Affirmative Action Obligations for Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era", which by this reference, is incorporated herein.

ENGINEER certifies that segregated facilities, including but not limited to washrooms, work areas and locker rooms, are not and will not be maintained or provided for ENGINEER's employees. Where applicable, ENGINEER shall obtain a similar certification from any of its subconsultants, vendors, or suppliers performing work under this Contract.

Without limitation of the foregoing, ENGINEER's attention is directed to 41 CFR Section 60-741 and the clause therein entitled "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers" which by this reference, is incorporated herein.

In addition to the foregoing, ENGINEER will assist Disadvantaged Business Enterprises to obtain business opportunities by identifying and encouraging disadvantaged suppliers, consultants and subconsultants to participate to the extent possible consistent with their qualifications, quality of work and obligations of ENGINEER under this Contract.

In connection with the performance of Work under this Contract, ENGINEER agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age. Such agreement shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. ENGINEER further agrees to insert
this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials (NRS 338.125).

OWNER is committed to promoting full and equal business opportunity for all persons doing business in Clark County. ENGINEER acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. ENGINEER recognizes that if it or its subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, OWNER may declare ENGINEER in breach of the contract, terminate the Contract, and designate ENGINEER as non-responsible.

13.0 PROHIBITED INTERESTS

No member, officer or employee of OWNER or of a local public body, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof. To ENGINEER's knowledge, no employee of OWNER has any interest, whether contractual, noncontractual, financial or otherwise, in this transaction or in the business of ENGINEER; and if any transaction comes to the knowledge of ENGINEER at any time, a full and complete disclosure of all such information shall be made in writing to OWNER.

14.0 CONTRACT INTERPRETATION

All questions ENGINEER may have concerning interpretation or clarification for the acceptable fulfillment of this Contract shall be submitted immediately in writing to OWNER for resolution. OWNER will render such resolution within thirty (30) calendar days, after receipt of said request. Said resolution shall be considered final and conclusive. ENGINEER is obligated to proceed in a timely manner with resolution therein.

If ENGINEER does not agree with resolution, ENGINEER shall proceed in accordance with Exhibit "A" - General Conditions, Article 14.1 - Claims and Disputes.

OWNER may, as required, issue to ENGINEER, clarifications to Contract. ENGINEER is obligated to proceed in a timely manner with instructions included therein.

If ENGINEER does not agree with clarification, ENGINEER shall proceed in accordance with Exhibit "A" - General Conditions, Article 14.1 - Claims and Disputes.

ENGINEER is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expense arising from its failure to do so. At all times, ENGINEER shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and resolution or clarification, pending conclusion of any dispute.

14.1 Claims and Disputes

If ENGINEER disagrees with any resolution or clarification made by OWNER; if ENGINEER decides that Work has been undertaken or Cost has been incurred, that is outside Scope of Contract, ENGINEER shall file a claim with OWNER within thirty (30) calendar days after said resolution or clarification was rendered, or said Work or Cost was undertaken by ENGINEER.

All Claims presented by ENGINEER shall include following documentation in support of Claims:

A. Specific requirements of the Contract that are pertinent to Claim.
B. A full description of the claim, with a narrative to support ENGINEER position that issue of Claims is not included in the Contract.

C. All costs associated with Claim shall be detailed as in the Compensation Conditions, Unit Prices.

D. All time extensions associated with Claim.

E. Supporting documentation to substantiate Claim, including schedules, graphs, charts, photographs and any other pertinent documentation or information.

Failure by ENGINEER to furnish all preceding data or to file Claim within the specified twenty-one (21) calendar days shall constitute a waiver of Claim by ENGINEER.

OWNER will have twenty-one (21) calendar days after receipt of Claim, to respond to ENGINEER. OWNER response shall be considered final and conclusive unless ENGINEER files a written appeal to OWNER within twenty-one (21) calendar days of receipt of the response. ENGINEER's appeal shall state clearly and in detail basis thereof.

OWNER will consider ENGINEER's appeal and render a final decision thereon within thirty (30) calendar days of receipt of ENGINEER's appeal. If OWNER's final decision is not acceptable to ENGINEER, the matter shall be resolved through good faith negotiations between both parties. If, through good faith negotiations, the claim is not resolved within thirty (30) calendar days after OWNER's final decision, either Party may request mediation before any party commences litigation.

The mediation shall be non-binding. However, all parties commit to participate in the proceedings in good faith with the intention to settle, if at all possible.

The parties shall mutually appoint the individual named as Mediator in their case. The Mediator shall act as an advocate for resolution and shall use his or her best efforts to assist the parties in reaching a mutually acceptable settlement. Any person named as the Mediator shall reveal any conflict of interest which may interfere with serving in that capacity.

The Mediator does not have the authority to decide any issue for the parties, but will attempt to facilitate the voluntary resolution of the dispute by the parties. The Mediator is authorized to conduct joint and separate meetings with the parties and to offer suggestions to assist the parties in achieving settlement. If necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the Mediator or the parties, as the Mediator shall determine.

Party representatives must have authority to settle and all persons necessary to the decision to settle shall be present. The parties acknowledge that Clark County is a public body and any settlement agreed to by its authorized representative(s) is subject to approval by the Board of County Commissioners. The names and addresses of each party's authorized representative(s) shall be communicated in writing to the Mediator.

The parties shall fix the time and place of each mediation session. All mediation sessions must occur in Clark County, Nevada, unless otherwise agreed by the parties. Prior to the first scheduled mediation session, each party shall provide the Mediator a brief written statement, not to exceed ten (10) pages unless the Mediator agrees otherwise, setting forth its positions with regard to the issues that need to be resolved. At or before the first session, the parties will be expected to produce all information reasonably required for the Mediator to understand the issues presented. The Mediator may require any party to supplement such information.
The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the Mediator.

Confidential information disclosed to a Mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the Mediator. All records, reports, or other documents received by a mediator while serving in that capacity shall be confidential. The Mediator shall not be compelled to divulge such records or to testify in regard to the mediation in an adversary proceeding or judicial forum. Any party that violates this agreement shall pay all fees and expenses of the Mediator and other parties, including reasonable attorney's fees incurred in opposing the efforts to compel testimony or records from the Mediator.

The parties shall maintain the confidentiality of the mediation and shall not rely upon, nor introduce as evidence in any arbitral, judicial, or other proceeding: a) views expressed or suggestions made by another party with respect to a possible settlement of the dispute; b) admissions made by another party in the course of the mediation proceedings; c) proposals made or views expressed by the Mediator; or d) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

There shall be no record recorded, handwritten notes, or any form of recording of the mediation process.

The mediation shall be terminated: a) by the execution of a settlement agreement by the parties; b) by declaration of the Mediator to the effect that further efforts at mediation are no longer worthwhile; or c) after the completion of one full mediation session, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated.

The Mediator's fee shall be agreed upon prior to mediation. The expenses of witnesses and other mediation preparation costs for either side shall be paid by the party producing such witnesses or making such preparations. All other expenses of the mediation, including fees and expenses of the Mediator, and the expenses of any witness and all the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the parties unless they agree otherwise.

If neither party requests mediation or the parties are unable to resolve the dispute through mediation, either party shall then have the right to proceed with litigation. Any litigation shall occur in the appropriate court located in Clark County, Nevada.

OWNER and ENGINEER shall each pay their own costs for preparation of and presentation of all claims. In the event ENGINEER has a claim against OWNER, same must be filed with OWNER's Representative and, in addition, ENGINEER must provide notice to the Clark County Board of County Commissioners pursuant to NRS 244.250 by filing the claim with the County Clerk within six (6) months from the time such claim became due or payable or the claim shall be null and void.

15.0 INTENTIONALLY DELETED

16.0 AUDIT AND INSPECTION

ENGINEER shall permit OWNER or any appropriate federal or state agency to inspect and audit all records of ENGINEER relating to its performance and the performance of its consultants and subconsultants under this Contract from the effective date of the Contract through and until expiration of three (3) years after the acceptance of the Services performed hereunder. ENGINEER agrees to keep and maintain records showing actual time devoted and all costs incurred in the performance of the Services for a period of three (3) years from the accepted completion date. Agreements between ENGINEER and its consultants, and its subconsultants shall include provisions for such audit. For purposes of audit, the date of the acceptance by OWNER of the performance of the Services shall be
the date of OWNER's payment for ENGINEER's final billing under this Contract, or a period of ninety (90) days from the date of OWNER's Final Acceptance, whichever date is later.

17.0 MAINTENANCE AND INSPECTION OF RECORDS

ENGINEER and its consultants and subconsultants shall maintain books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Contract until the expiration of three (3) years from the date of final payment under this Contract. The system of accounting will be in accordance with generally accepted accounting principles and practices, consistently applied.

ENGINEER and its consultants and subconsultants shall permit the Authorized Representatives of OWNER or any appropriate federal or state agency to inspect, audit and review and make copies of and review all work, tracings, plans, specifications, maps, data, records and construction site work performed, gathered or developed under this Contract at any time within the duration of this Contract and within three (3) years after the final acceptance grantee makes final payment and all other matters are closed or termination of the Services.

ENGINEER agrees to keep at a location in the metropolitan area of Las Vegas, Nevada, accurate books, records and accounts as pertains to this contract. ENGINEER further agrees to make such books, records and accounts available at any time, Monday through Friday, 9:00 a.m. to 5:00 p.m. for the inspection of OWNER, or such agents, employees or accountants as OWNER may designate. In the event ENGINEER's records are at another location, ENGINEER shall reimburse OWNER for reasonable traveling expenses to and from the location of said records for the auditing of said records.

18.0 FINAL ACCEPTANCE

Upon completion of the whole of the Work, ENGINEER shall notify OWNER in writing of the date of said completion and request confirmation of same by OWNER. Upon receipt of said notice, OWNER shall promptly confirm to ENGINEER in writing that the whole of the Work was completed on the date indicated in said notice or provide ENGINEER with a written listing of work not completed. With respect to work listed by OWNER as incomplete, ENGINEER shall complete such work and the above acceptance procedure shall be repeated.

19.0 SUBCONTRACTS AND ASSIGNMENTS

Any subcontract entered into by ENGINEER with any consultant or subconsultant or any person or organization for the performance of this Contract or any portion thereof without the prior written consent of OWNER shall be void. Consent will not be given to any proposed subcontract, as mentioned above, which would relieve ENGINEER or its surety of their responsibilities under this Contract. ENGINEER shall, upon request of OWNER, furnish OWNER with two copies of all such subcontracts, purchase orders or similar documents, provided that the prices thereon may be deleted unless the compensation to be paid thereunder is reimbursable under this Contract.

ENGINEER may assign monies due or to become due it under the Contract, and such assignment will be recognized by OWNER, provided that written notice thereof is given to OWNER at least 10 calendar days before payment is due. Any assignment of monies shall be subject to all proper set-offs in favor of OWNER and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by OWNER for the completion of the work in the event ENGINEER should be in default therein, or for the payment of claims or liens.
20.0 **TAXES**

ENGINEER shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the Contract and shall make any and all payroll deductions required by law. ENGINEER hereby indemnifies and holds harmless OWNER from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

21.0 **COVENANT AGAINST CONTINGENT FEES**

ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding or a commission percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business.

22.0 **INSURANCE**

A. During the term of this Contract, ENGINEER shall procure and maintain insurance at its expense insuring for claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ENGINEER, or the ENGINEER'S agents, representatives or employees. Said policies shall be placed with an insurer admitted to write insurance in the state of Nevada or an authorized non-admitted insurer have a rating of at least A-VII or better by A.M. Best Company.

ENGINEER shall at all times during the term of this Contract carry, maintain, and keep in full force a policy or policies of insurance as follows:

1. Worker's Compensation Insurance in accordance with laws of the State of Nevada covering ENGINEER's employees.

2. Employer's Liability Insurance with a minimum limit of $500,000.00.

3. Automobile Bodily Injury and Property Damage Liability Insurance for protection against all claims arising from the use of vehicles owned, hired, non-owned, or any other vehicle in the performance of the work included in this Contract.

Automobile Liability Insurance minimum limits as follows:

a. Bodily Injury: $1,000,000 per occurrence, and Property Damage: $1,000,000 per occurrence

or

b. Bodily Injury/Property Damage Combined: $1,000,000 per occurrence combined single limit

4. Commercial General Liability Insurance providing coverage on an Occurrence Form for operation of ENGINEER, which includes coverages for Products and Completed Operations, Contractual Liability, Cross Liability, and Personal Injury Liability with Limits not less than:

Bodily Injury and Property Damage Combined:

- **General Aggregate**
  - $2,000,000
- **Products/Completed Operations**
  - $2,000,000
- **Personal and Advertising Injury**
  - $1,000,000
- **Each Occurrence Limit**
  - $1,000,000
5. Umbrella Liability Insurance off Site that is excess of the primary automobile liability, employer's liability and general liability coverage's in a form that is as broad as the underlying coverage with limits not less than $5,000,000.

The ENGINEER and their subconsultants will be required to maintain a $5 million General Liability policy if they are required to be on site during the Warranty period.

6. Professional Liability: Professional liability insurance shall not be less than $2,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must be maintained and evidence of insurance must be provided for at least two (2) years after completion of or termination of this contract. Any retroactive date must coincide with or predate the beginning of this Contract and may not be advanced without the consent of the Owner, or the ENGINEER must purchase "extended reporting" coverage for a minimum of two (2) years after termination of this contract.

B. All insurance, except for Professional Liability insurance, shall be on an occurrence basis and not a claims made basis.

C. Said policies, except Worker's Compensation and Professional Liability Insurance, shall name OWNER, Clark County, Nevada, its Commissioners, Officers, Employees, related entities and Authorized Representatives as additional insured's with respect to liability arising out of the activities by or on behalf of the additional insured in connection with this project. The policies will be primary and any other insurance carried by OWNER and/or ENGINEER shall be excess and not contributing therewith.

D. Each insurance policy supplied by ENGINEER (or its subconsultants) must be endorsed to provide that the coverage will not be canceled or materially changed except after written notice has been given to OWNER. ENGINEER shall provide written notice of any material change, suspension, voiding or reduction in coverage or in limits, of any insurance policy, which provides coverage required by this Agreement and would degrade the coverage and limits required herein. Said notice must be provided per policy provisions. This notice requirement does not waive the insurance requirements contained herein.

E. All required insurance coverage as stated herein will be evidenced by a current ISO (Insurance Services Office) ACORD Form 25 Certificate(s) of Insurance as well as additional insured endorsements. No General Special certificate forms will be accepted. Such Certificates will include, but will not be limited to, the following:

1. All Certificates for each insurance policy are to be signed by a person authorized by that insurer.

2. Each insurance company's rating as shown in the latest Best's Key Rating Guide will be fully disclosed and entered on the required Certificates of Insurance. The insurance companies must have a Best Rating of at least A-VII or better in the latest edition of Best's Insurance Reports. The adequacy of the insurance supplied by ENGINEER (or its subconsultants) including the rating and financial health of each insurance company providing coverage, is subject to the approval of OWNER, approval of which shall not be unreasonably withheld.

3. ENGINEER (or its subconsultants) will furnish renewal certificates for the required insurance during the period of coverage required by this Contract.
4. ENGINEER (or its subconsultants) will furnish renewal certificates for the same minimum coverages as required by this Contract. The notice for renewal will be submitted ten (10) days in advance of the expiration date shown on the Certificate of Insurance. If, within thirty (30) days from the date of expiration, the Certificate has still not been provided, OWNER may declare ENGINEER (or its subconsultants) in default of its obligations under this paragraph.

5. All deductibles and self-insured retentions will be fully disclosed in the Certificates of Insurance.

6. The acceptance of any Certificate of Insurance evidencing the required insurance coverage's and limits does not constitute approval or agreement by Clark County Department of Aviation that the insurance requirements have been satisfied or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements. Failure of Clark County Department of Aviation to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Clark County Department of Aviation to identify a deficiency from evidence that is provided shall not be construed as a waiver of the contractor's obligation to maintain such insurance.

7. For any claims related to this Contract, ENGINEER’s insurance coverage shall be primary. Any insurance or self-insurance maintained by Clark County, its Commissioners, Officers, Employees, related entities, and authorized representatives shall be in excess of the ENGINEER’s insurance and shall not contribute therewith.

F. **Waiver of Subrogation**

ENGINEER hereby grants to OWNER a waiver of any right to subrogation which any insurer of said ENGINEER may acquire against the OWNER by virtue of the payment of any loss under such insurance. ENGINEER agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the OWNER has received a waiver of subrogation endorsement from the insurer.

G. **Subconsultants**

ENGINEER shall require and verify that all subconsultants maintain insurance meeting all of the requirements stated herein, and ENGINEER shall ensure that the OWNER is an additional insured on insurance required from subconsultants.

H. **Furnishing Insurance Policies**

OWNER reserves the right to require ENGINEER to furnish actual insurance policies for examination by OWNER.

I. **Familiarity with Coverages**

It is ENGINEER's responsibility to familiarize itself with the coverages described in this General Condition.

**23.0 CONTRACT MEETINGS**

ENGINEER shall, as requested by OWNER, attend any and all meetings called by OWNER to discuss the work under the Contract. Such meetings shall be conducted and recorded by OWNER with minutes of each meeting distributed to OWNER and ENGINEER.
23.1 **Pre-Construction Conference**

As soon as practicable after award of Contract and prior to commencing any work, a Pre-Construction Conference will be arranged. The purpose of said conference is to determine procedures related to smooth progress of the project and to review any items requiring clarification. Procedure for processing and distribution of all documents and correspondence related to the Contract will be established.

24.0 **SAFETY**

ENGINEER shall at all times conduct all operations under the Contract in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. ENGINEER shall promptly take all precautions, which are necessary and adequate against any conditions, which involve a risk of bodily harm to persons or a risk of damage to any property. ENGINEER shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.

ENGINEER shall promptly and fully comply with and carry out safety, sanitary and medical requirements as prescribed by Federal, State or local laws or regulations, and ENGINEER shall take such other measures as may be necessary or required to assure that the safety and health of its employees and Subcontractors and OWNER, its representatives and the general public will be safeguarded.

Before starting work, ENGINEER shall have a written Safety Program for OWNER's review. For work in the AOA, the requirements of FAA Advisory Circular 150/5370-2E dated January 16, 2003 shall apply. Such program shall be subject to approval. Such approval shall not relieve ENGINEER of its responsibility for safety nor shall such approval be construed as limiting in any manner ENGINEER's obligation to undertake any action which may be necessary or required to establish and maintain safe working conditions at the site. ENGINEER shall promptly comply with any directive from OWNER in connection with safety.

ENGINEER shall designate a Safety Officer, acceptable to OWNER.

ENGINEER shall be aware of OSHA Federal Standard 29 CFR 1910.1200, Hazard Communication and 29 CFR 1910.20(C), Access To Employee Exposure and Medical Records. ENGINEER's Safety Program shall address and include all aspects of the preceding OSHA rules, as well as any local or State hazard communication laws.

ENGINEER shall maintain all portions of work in a neat, clean and sanitary condition at all times. All costs in connection with meeting all the requirements of this General Condition shall be borne by ENGINEER.

ENGINEER shall ensure that consultants and subconsultants of all tiers shall, without expense to OWNER, comply with the foregoing.

25.0 **TERMINATION OR SUSPENSION**

OWNER may by written notice to ENGINEER terminate this Contract in whole or in part at any time, either for OWNER's convenience, or for the default of ENGINEER. When said termination occurs prior to completion of any phase of the Contract, ENGINEER shall be paid for the services actually performed during each phase. The amount to be paid ENGINEER at the time of said termination shall be in accordance with Exhibit "C" - Compensation Conditions, insofar as satisfactory services have been rendered in phases which have not been substantially completed and provided that said
method of compensation does not exceed extent of work performed. Notice of Termination shall be in writing and sent by certified mail to ENGINEER.

Upon such termination by OWNER, all data, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by ENGINEER in performing this Contract shall, in the manner and to the extent determined by OWNER, become the property of and be promptly delivered to OWNER. If the termination is attributable to the default of ENGINEER, OWNER shall have the right to complete such work by whatever method OWNER may deem expedient, including employing another ENGINEER under such form of agreement as OWNER may deem advisable, or OWNER may perform any part of such work that has been terminated. The expense of so completing such work together with the reasonable charge for administering any agreement for such completion will be charged to ENGINEER and such expense will be deducted by OWNER from such monies as may be due or may at any time thereafter become due to ENGINEER. In any case, if such expense exceeds the sum which would have otherwise been payable under this Contract, then ENGINEER shall be liable for and shall, upon notice from OWNER, promptly pay to OWNER the amount of such excess. If, after termination for default of ENGINEER, it is determined that ENGINEER was not in default, the termination shall be deemed to have been a termination at will by OWNER.

OWNER shall have the right to terminate, abandon or suspend all or part of the project at will. If OWNER chooses to terminate all or part of the project, it shall provide ENGINEER thirty (30) days written notice of its intent to do so. If all or part of the project is suspended or abandoned for more than one hundred twenty (120) days, the same shall be treated as being terminated at will. In the event of a termination at will, ENGINEER shall receive, in addition to compensation for all of its satisfactory services, which have been rendered, reimbursable expenses and termination expenses which include expenses directly attributable to termination for which ENGINEER is not otherwise compensated. No amount shall be allowed for anticipated profit on unperformed services.

Upon receipt of notice of termination at will in accordance with the above provisions, ENGINEER shall:

A. Promptly discontinue all services affected (unless the notice directs otherwise); and

B. Upon receipt of final termination payment deliver or otherwise make available to OWNER all finished or unfinished documents and information which have been accumulated, developed or prepared by ENGINEER in performing services under this Contract.

Upon any termination of this Contract, OWNER may take over the work and prosecute it to completion by agreement with another party or otherwise after granting ENGINEER appropriate and acceptable Hold Harmless Agreement for the use of all or portions of its work.

If OWNER wishes to resume all or part of the Project after it has been suspended for more than one hundred twenty (120) days and thereafter ENGINEER has notified OWNER that it deems the suspension to be a termination at will by OWNER, ENGINEER compensation shall be equitably adjusted.

26.0 SANCTIONS UPON IMPROPER ACTS

In the event ENGINEER (or any of its officers, partners, principals or employees acting with its authority) is convicted of a crime involving a public official, arising out of, or in connection with, the procurement of work to be done or payments to be made under this Contract, this Contract shall, at the discretion of OWNER, be terminated. Upon such termination, ENGINEER shall be paid only for Services performed to the date of termination, and refund shall be made to OWNER for any profits realized by this Contract, and ENGINEER shall be liable to OWNER for any costs incurred by OWNER over and above the maximum amount payable to ENGINEER as set forth in this Contract in
completing the Services to be undertaken by ENGINEER under this Contract. At the discretion of OWNER, the sanctions described in this paragraph shall also be considered applicable to any such conviction after the expiration of the term of the Contract. The rights and remedies set forth herein shall in no way be considered or construed as a waiver of any other rights or remedies available to OWNER under this Contract or at law.

27.0  STANDARDS AND CODES

Wherever references are made in the Contract to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.

In case of conflict among any referenced standards and codes or between any referenced standards and codes and Exhibit D - Technical Specifications, OWNER will determine which shall govern.

28.0  INSPECTION OF WORK

All work performed by ENGINEER shall be properly reviewed by ENGINEER at its expense, and shall at all times be subject to quality surveillance by OWNER, or its authorized representatives who shall be afforded full and free access to the places of business of ENGINEER necessary for such quality surveillance during normal business hours. ENGINEER shall provide safe and adequate facilities, drawings, documents and samples as requested, and shall provide assistance and cooperation including stoppage of its work to perform such examination as may be necessary to assure full compliance with the requirements of this Contract. Neither the failure to make such quality surveillance nor to discover defective workmanship shall relieve ENGINEER of its obligations under this Contract nor prejudice the rights of OWNER thereafter to reject or require the correction of defective work in accordance with the provisions of this Contract.

29.0  OWNERSHIP OF DOCUMENTS AND EQUIPMENT

All documents, data, studies, surveys, drawings, specifications, maps, field notes, photographs, reports, books and estimates gathered or prepared for or by ENGINEER and its consultants and subconsultants pursuant to this Contract shall be the property of OWNER without restriction or limitation on their use and shall be made available, upon request at any time. Original copies of such shall be delivered by ENGINEER to OWNER upon final acceptance or termination of the Services. ENGINEER shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the written approval of OWNER.

Tangible items of non-consumed equipment, materials, supplies and furnishings purchased by ENGINEER and its consultants and subconsultants the costs of which have been reimbursed to ENGINEER as a direct cost, shall be turned over to OWNER at completion or earlier termination of the Services or otherwise disposed of as directed by OWNER; the proceeds of any such disposal shall be credited to OWNER.

OWNER shall indemnify and hold harmless ENGINEER, its agents, servants and employees from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from use of the documents on other projects or modifications of said documents by OWNER without ENGINEER’s consent.

30.0  SITE CONDITIONS

ENGINEER shall have the sole responsibility of satisfying itself concerning the nature and location of work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials;
availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities, obstructions, obstacles or other materials, physical conditions at the work sites and the project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters which can in any way affect performance of the Contract, or the cost associated with such performance. The failure of ENGINEER to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing the Contract.

31.0 STANDARD OF CARE

ENGINEER warrants that it will perform the services under this Contract with the degree of professional skill and sound practices and judgment which is normally exercised by recognized professional firms with respect to services of a similar nature.

In addition to all other rights and remedies which OWNER may have, ENGINEER shall at its own expense re-perform its services to correct any deficiencies which result from ENGINEER's failure to perform in accordance with the above standards.

32.0 ACCESS TO WORK AREAS

OWNER, and its Authorized Representative and employees, and all duly authorized representatives of governmental agencies having jurisdiction over work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with Contract requirements, have access to such areas and the premises used by ENGINEER. ENGINEER shall also arrange for OWNER, its said representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.

33.0 ENGINEER INGRESS AND EGRESS

ENGINEER's access to the work area will be permitted only through approaches which will be designated by OWNER, with OWNER escorts, and then only in such manner that ENGINEER's traffic will not interfere with OWNER's operations. ENGINEER shall, at all times, be under controlled ingress and egress at the Jobsite. ENGINEER personnel are not to enter into any areas of the Jobsite other than work areas and areas of designated access.

34.0 PROJECT SIGNS, PUBLICITY AND ADVERTISING

With the exception of the right reserved by OWNER to erect a sign in connection with the project and unless otherwise provided in the Contract Documents, ENGINEER shall not display or permit to be displayed on or about the project, any sign, trademark, poster or other advertising device, without prior written approval of OWNER.

ENGINEER shall not make any announcement or release any information concerning this Contract or the project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from OWNER.

35.0 UTILITIES

ENGINEER shall, at its expense, arrange for, develop and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by ENGINEER at no additional cost to OWNER.
OWNER will furnish the following utilities to ENGINEER at no cost:

A. Potable water for ENGINEER's Contract use at existing points of distribution on the airport property.

B. Electrical power for ENGINEER's Contract use at existing points of distribution on the airport property.

ENGINEER shall bear all costs for transferring or transporting OWNER furnished utilities. Prior to final acceptance of the work, ENGINEER shall, at its expense, satisfactorily remove and dispose of all temporary facilities for Contract use.

36.0 ENTIRE AGREEMENT

This Contract embodies the entire agreement between OWNER and ENGINEER. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

37.0 NON-WAIVER

None of the conditions of this Contract shall be considered waived by OWNER. No such waiver shall be a waiver of any past or future default, breach or modification of any of the conditions of the Contract unless expressly stipulated in such waiver.

38.0 SURVIVABILITY

The terms and conditions of the Agreement regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.

39.0 APPLICABLE LAW

The Contract shall be governed by the law of the State of Nevada. Any litigation shall take place in Clark County Nevada.

40.0 LABOR AND PERSONNEL

ENGINEER shall furnish competent and skilled personnel to perform the Work under this Contract.

ENGINEER shall, if requested to do so by OWNER, remove from the job any employee whom OWNER determines to be incompetent, dishonest or uncooperative at no cost to OWNER.

41.0 INTEREST

All monies owed to either party under this Contract and unpaid after they become due and payable shall bear interest from the date payment is due at the lesser of:

A. A rate equal to two percent (2%) above the prime lending rate quoted by substantial and responsible commercial borrowers on ninety-day loans by the Bank of America N.T. & S.A., San Francisco, California, for the date such interest begins to accrue; or,

B. The rate set by applicable Nevada Law.
42.0 SUCCESSORS AND ASSIGNMENT

Neither party may assign its rights and obligations pursuant to this Contract without the written consent of the other parties. The consent of a party to any assignment shall apply only to the incidents expressed and provided for in the written consent, and shall not be deemed a consent to any subsequent assignment.

Subject to the foregoing, this Contract inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto.

43.0 SUBORDINATION

Any and all provisions of this Contract shall be subordinate to:

A. Rights and duties of OWNER to the United States of America under any present or future agreement for the expenditure of funds, operation, maintenance or development of the Airport; and

B. Rights and duties of the United States of America to operate all or part of the Airport under emergency conditions.

44.0 SEVERABILITY

In the event of a determination that any portion of this Contract is invalid or unenforceable, the invalidity or enforceability or any particular provision of this Contract shall not effect the other provisions and this Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

45.0 COMMERCIAL ACTIVITIES

ENGINEER shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by OWNER. ENGINEER shall not allow its employees to engage in any commercial activities on the site.

46.0 COOPERATION WITH OTHERS

OWNER and other Contractors and Subcontractors may be working at the site during the performance of this Contract, and ENGINEER's work may be interfered with as a result of such concurrent activities. ENGINEER shall fully cooperate with OWNER and other Contractors to avoid any delay or hindrance of their work. OWNER may require that certain facilities be used concurrently by ENGINEER and other persons and ENGINEER shall comply with such requirements.

47.0 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create for the public or any member thereof, a third party beneficiary or to authorize anyone not a party to the Contract for any purpose including, but not limited to, maintaining a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.
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1.0 DEFINITIONS

OWNER: means the Board of County Commissioners, Clark County, Nevada, acting through its Department of Aviation.

Authorized Representative (AR): means the individual identified by OWNER as the point of Contact for the OWNER and the individual identified by ENGINEER as the point of Contact for the ENGINEER.

ENGINEER: means a Professional Geotechnical Engineering Firm licensed in the State of Nevada, its authorized representatives, successors, and permitted assigns.

Consultant/Subconsultant: means an individual or organization engaged by ENGINEER to render professional consulting services complimenting or supplementing ENGINEER's Services.

Work: means all the professional and technical services and responsibilities to be performed by ENGINEER as specified, stated, indicated or implied in this Contract, including the furnishing and supervision of all technical personnel and the supply of all equipment, materials and supplies (if applicable) necessary or required to perform this Contract.

Project: means the design, development and construction of airport structures and facilities at Clark County, Nevada Airports, in connection with which work is being performed under this Contract.

Construction Contractors: means those firms or organizations under contract to OWNER for construction services at McCarran International Airport.

Small/Minority/Women Owned/Disadvantaged Business Enterprise (S/M/W/DBE). An independent and continuing business for profit, which performs a commercially useful function, and which is at least fifty-one Percent (51%) owned and controlled by one or more minority persons. Minority persons include Black Americans (which includes persons having origins in any of the black racial groups of Africa); Hispanic Americans (which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race); Native Americans (which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians); Asian-Pacific Americans (which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma [Myanmar], Vietnam, Laos, Cambodia [Kampuchea], Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands [Republic of Palau], the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong); and Subcontinent Asian Americans (which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka).

2.0 CHANGES IN SERVICES

When changes in the Work are required by OWNER or requested by ENGINEER, ENGINEER shall promptly estimate their effect on the cost of the Work, and on its schedule and so notify OWNER. No change shall be implemented by ENGINEER unless it is approved by OWNER in writing and, unless otherwise agreed to in writing, the provisions of this Contract shall apply to all changes in the Work. If OWNER determines that any change materially affects the cost or time of performance of this Contract as a whole, ENGINEER and OWNER will mutually agree in writing to an equitable adjustment.
3.0 COMMENCEMENT AND COMPLETION OF WORK

ENGINEER shall commence performance of the Work under this Contract on the date specified in the formal Notice to Proceed, and shall furnish sufficient forces, facilities, and shall work such hours necessary so as to prosecute the Work to completion in accordance with the following Contract dates:

Commence Work on: (Estimated) September 20, 2018
Complete All Work by: (Estimated) August 10, 2019

4.0 PROGRESS

ENGINEER shall be aware that the performance of the Material Testing on schedule to avoid any delay to the Construction Contractor's schedule is most important. If ENGINEER does not maintain the Materials Testing on schedule, thereby causing delay to any Construction Contractor's schedule, OWNER reserves the right to invoke the following conditions in conjunction with Exhibit "A" - General Conditions, Article 25 – Termination or Suspension.

If OWNER does invoke these conditions and Exhibit “A” - General Condition Article 25, – Termination or Suspension OWNER will hire additional Testing Laboratory(s) to conduct certain material acceptance tests that OWNER deems necessary to bring the overall Materials Testing Schedule to where it is compatible with the Construction Contractor's schedules.

Any costs incurred by OWNER, by supplementing the Materials Testing, that is more than the costs that would have been accrued to OWNER by the unit prices in this Contract, shall be borne by ENGINEER that is party to this Contract.

Further, if any of the Construction Contractors file and pursue claims against OWNER for any delays to the construction operations, caused by the alleged failure of ENGINEER to maintain the testing turnaround time indicated in Exhibit “D” - Technical Specification Section 5.0, OWNER will require ENGINEER to defend all such claims and to reimburse OWNER's said costs, including attorney fees and amounts paid to Construction Contractors, Subcontractors or Suppliers.

5.0 INVOICING AND PROGRESS PAYMENTS

For the performance of the Work, the OWNER agrees to pay to ENGINEER, in the manner and at the times specified, a total compensation as defined in Exhibit "C" - Compensation Conditions.

6.0 OWNER APPROVAL OF ENGINEER'S PERSONNEL

All key ENGINEER personnel assigned to perform work under this Contract shall have prior written approval of OWNER. Personnel assigned to perform services on a regular basis shall not be taken off the services without the prior written approval of OWNER, except in the event of termination of such personnel's employment. ENGINEER shall verify the accredited degrees of technical persons assigned to perform work on this Contract, prior to commencement of work.

7.0 ASSURANCES

During the performance of this Contract, ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as ENGINEER) agrees as follows:

A. Compliance with Regulations: ENGINEER shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
B. **Nondiscrimination:** ENGINEER, with regard to the Work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, or national origin in the selection and retention of consultants, including procurement of materials and leases of equipment. ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in appendix B of the Regulations.

C. **Solicitations for Consultants, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by ENGINEER for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential consultant or supplier shall be notified by ENGINEER of ENGINEER’s obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, color, age, sex, sexual orientation, religion, creed, disability, or national origin.

D. **Information and Reports:** ENGINEER shall provide all information and reports required by the Regulations or directives issued pursuant thereof and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by OWNER or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, ENGINEER shall so certify to OWNER or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of ENGINEER’s noncompliance with the nondiscrimination provisions of this Contract, OWNER will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to ENGINEER under the Contract until ENGINEER complies; and/or
2. Cancellation, termination, or suspension of the Contract, in whole or in part.

F. ENGINEER will, as applicable, recognize and comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PL. 94-163).

G. ENGINEER shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 506 of the Clean Water Act (33 USC 1368), Executive Order 11783, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal Contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations will be reported to the grantor agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

### 8.0 SUBCONTRACT AGREEMENT TERMS AND CONDITIONS

Subcontract agreements shall require the same terms and conditions expressed in Exhibits “A” — General Conditions and “B” - Special Conditions of this Contract.

### 9.0 WORK LOCATION

ENGINEER shall establish an office in the Metropolitan area of Las Vegas, Nevada during the performance of this Contract. The office will be staffed, at a minimum, by the Project Manager, and necessary support personnel to adequately coordinate the design and construction services.
10.0 FAA APPROVAL
Not Required.

11.0 AIRPORT SECURITY REQUIREMENTS

11.1 OWNER Property

For security purposes, OWNER property is divided into three (3) categories as follows:

1. Landside/Public: The non-secure portion of the Airport;
2. Airside: The Secured Area/Security Identification Display Area (SIDA); and
3. Sterile Areas: The parts of the terminal buildings that require access through a security check point. Note: This is a part of the SIDA.

All ENGINEER personnel working on OWNER property, Landside, Airside or Sterile Areas, must be badged for security and identification purposes.

11.2 Federal Aviation Regulations

11.2.1 49 Code of Federal Regulation (CFR), Part 1542, governing US Commercial Airports’ Security Program requires that security of the Sterile Areas and the Secured Areas/SIDA at McCarran International Airport be maintained at all times. This regulation has a provision for enforcement by the Transportation Security Administration (TSA), which may assess substantial fines ($10,000.00 per occurrence) for potential security breaches or violations or actual security breaches and violations by authorized and unauthorized persons and vehicles entering the Secured Area/SIDA on McCarran International Airport. OWNER will be reimbursed by ENGINEER for any fines levied for breaches or violations of security due to ENGINEER’s activities or those of any tier subcontractor. At all times, when working on the airport, regardless of location, ENGINEER’s personnel must visibly display above the waist and on their outermost garment the appropriate McCarran International Airport security identification badge. Personal fines of up to $1,100.00 may be assessed by the TSA for security violations.

11.2.2 ENGINEER agrees to accept and reimburse OWNER for any fines levied on OWNER by TSA for any violation of any TSA Security Regulations and Rules by ENGINEER and its employees or any of ENGINEER’s subcontractors, vendors, suppliers and agents and their employees.

11.2.3 ENGINEER acknowledges that McCarran International Airport reserves the right to refuse identification badges to any person with a record of arrests and convictions, or poses a safety or security risk to the airport, which in its sole judgment would render that person an unacceptable risk to the security of the Airport.

11.3 Access to the Airport Security Areas

Access to the Airport Secured Area/SIDA can be gained by personnel displaying a Maroon or Green badge. If under the escort of an individual with unescorted access authority, personnel with a Yellow Badge are allowed access to and within the McCarran Sterile Areas, Secure Areas and SIDA. Yellow badge holders are not required to be under escort when in Landside/Public Areas. ENGINEER will be allowed access to only those areas necessary to complete the Work.
11.4 **Airport Security Area Work Areas**

If a Maroon or Green badge holder enters a part of the Airport Secured/SIDA for which access has not been authorized, ENGINEER may be subject to a fine as detailed in Article 11.2.1, and personnel may be subject to immediate and permanent removal, to include security identification badge revocation, from the Airport by OWNER.

11.5 **Landside/Public Work Areas**

ENGINEER's personnel with a Yellow badge can gain access to Landside/Public work areas without escort. If a Yellow badge holder enters an Airport Sterile Area or Secured Area/SIDA, not under escort of an individual with unescorted access authority, ENGINEER may be subject to a fine as detailed in Article 11.2.1, and personnel may be subject to immediate and permanent removal from the Airport by OWNER. Personnel with Yellow badges do not have the authority to escort. NOTE: Yellow badge holders must be under escort of an individual with unescorted access authority at all times within the Airport Sterile Areas and Secured Areas/SIDA.

11.6 **Security Procedures and Badging**

ENGINEER may apply for either a Maroon or a Green badge for its personnel as applicable. The security identification badge shall be specific to the awarded contract, for which its personnel are assigned. All security badges are obtainable after receipt of Notice of Award and personnel's successful completion of US Customs & Border Protection (CBP) Access Seal background check (if applicable), TSA required criminal history records check and security threat assessment and successful completion of the Airport Security Training Class.

Airport Badging/Fingerprinting Office hours are between 6:00 a.m. – 4:45 p.m., Monday through Friday, excluding weekends and holidays. The Airport Badging/Fingerprinting Office telephone number is (702) 261-5652.

11.6.1 **Authorized Signatories**

ENGINEER shall identify, in writing to the OWNER, two (2) individuals who shall be authorized to act as badge signatories. These individuals must possess an active DOA security badge, or complete the badging process and signatory training prior to sponsoring new badge applications. Signatory responsibilities will be covered during the TSA mandated Signatory Training, provided by a Badge Office Trusted Agent.

11.6.2 **Background Investigations**

ENGINEER's personnel requiring a Maroon or a Green badge shall undergo a CBP access seal background check (if applicable) which it may take up to five (5) business days for CBP to provide results. Once CBP check is complete (if applicable), personnel must be fingerprinted, as required by 49 Code of Federal Regulation (CFR), Part 1542. It may take up to fourteen (14) calendar days to receive the results of this Criminal History Records Check. Further, as required by Part 1542, individuals must submit necessary documentation and data for TSA to conduct a security threat assessment. Security Threat Assessment results may also take up to fourteen (14) calendar days to be received. Once Airport has received all results, the employee must attend the Airport Security Training Class. If the term of the Contract is longer than twelve (12) months, then ENGINEER is required to re-badge all employees assigned to the Contract. ENGINEER employees may renew badges beginning thirty (30) days prior to date of expiration. Please note expiration date is date of employee’s birthday.
11.6.3 Maroon or Green Badge

A Maroon or Green badge provides access to the Airport Secured Area/SIDA, as stipulated by OWNER and is required when ENGINEER has to provide pedestrian escort to Airport Secured Area/SIDA or has to guard a door or gate that allows access to Airport Secured Area/SIDA. Personnel with a Maroon or Green badge may act as escort for persons (visual control) at worksite only and are not authorized to escort vehicles.

11.6.4 Yellow Badge

A Yellow badge is authorized by and signed for by OWNER. This badge is required for all other personnel who do not have a Maroon or Green badge. A Yellow badge provides unescorted access to Landside and Public Areas only as stipulated by OWNER. Yellow badge holders must be escorted into the Airport Sterile Areas, Secured Areas and SIDA. Yellow badge holders do not have escort authority. The ratio of Yellow badge holders to Green badge holders is five to one (5:1).

11.6.5 Badging and Fingerprinting Cost

A. The initial cost for badging is $10.00 per badge and $42.00 for fingerprinting per individual. The cost for the first replacement badge is $50.00, and $100.00 for the second replacement, and $200.00 for the third replacement (to be paid to the Airport Badging Office at the time the badge is issued). If the badge is lost for the fourth time, no replacement badge will be issued. If a badge is reported stolen, the employee is still required to pay the fee, however upon receipt of the itemized police report listing the airport badge as items stolen will then be issued a refund of $50.00 which will be mailed to the employee within 4-6 weeks. Refunds will not be issued for replacement badges/lost badges. The cost for the annual renewal of employee badges is $10.00 per badge.

B. If ENGINEER’s personnel fail to show up for a scheduled fingerprint appointment or scheduled security training class, each personnel will have to pay an additional $30.00 at time of new scheduled fingerprint appointment or scheduled security training class.

C. Yellow badges do not require items listed in Paragraphs A and B above. Yellow badges cost $10.00 per badge with no refunds, and there will be no additional fees applied for reissue due to construction project extensions. All yellow badges are to be returned to the Badging Office upon expiration of the construction project.

11.6.6 Access

ENGINEER will provide OWNER with information on the specific doors/points of entry through which access is required. OWNER will relay access requests to the Airport Badging Office for card readers (Maroon or Green badged personnel only) and to the Facilities Division for keyed doors. Access will be removed after Contract completion.

Any toolbox, and tools contained within, for work/project duties only, may be brought into the Airport Sterile and Secured Area/SIDA, however, it is subject to search by the Airport and the TSA and must be controlled/secured. Toolboxes may not be taken through the TSA passenger security screening checkpoints.

"Airport personnel" includes any and all personnel of the Airport, operator, concessionaires, vendors, Contractors, and Subcontractors. All of these personnel using tools of the trade (knives and any cutting instrument/tool of any kind) within the Sterile and Secured Area/SIDA must have an Airport Issued Security Identification badge. Non-badged personnel may use
necessary tools of the trade in sterile areas under visual supervision and escort of a properly badged person. Tools not under direct visual supervision must be secured from public access.

11.6.7 Application/Documentation

ENGINEER through the OWNER's representative must obtain a fingerprint and badging application package. Upon completion, ENGINEER shall submit the application package to the Airport Badging Office. **NOTE**: ENGINEER's personnel requiring CBP Access Seal must first complete necessary Airport I.D. Badge Application process and background checks prior to obtaining applications for CBP Access Seal.

Applications for airport issued I.D. must be processed through the Las Vegas Metropolitan Police Department (METRO). Two (2) acceptable valid forms of government-issued I.D. (one must include a picture) are required prior to submitting the application to the Airport Badging Office.

OWNER will provide the Airport Badging Office with confirmation of the Notice of Award for each contract, including any renewals and/or extension dates and notice of contract completion.

11.7 Vehicle Escort Procedures

All vehicles without Secured Area/SIDA Vehicle Access decals must be escorted.

No private vehicles, (registered to an individual) are authorized on the airfield.

All ENGINEER's, subcontractors' and vendor vehicles that are to be escorted will be required to provide a copy of vehicle registration (company) and insurance at the designated point of entry into the Airport Secured Area/SIDA. Said escorted vehicles are also required to display their company logo on both sides of each vehicle which must be visible from a reasonable distance with lettering a minimum of 3" high. Logos will be checked at the designated point of entry into the Airport Secured Area/SIDA.

All vehicles and personnel are subject to search and inspections.

ENGINEER shall submit a request for escorts no later than 1:00 p.m. on the last business day prior to the requirement. Business days are defined as Monday through Friday, excluding holidays.

ENGINEER shall submit a request to cancel scheduled escorts no later than 1:00 p.m. on the last business day prior to the scheduled date. ENGINEER will be responsible for any and all costs incurred by OWNER resulting from ENGINEER's failure to provide timely notice.

11.8 ENGINEER's Responsibility

ENGINEER shall be responsible for all personnel engaged in the work to ensure that said personnel comply with all security requirements imposed by OWNER. It shall be ENGINEER's responsibility to ensure that all equipment and workmen do not enter Airport Secured Area/SIDA except as required during the progress of the work. ENGINEER shall follow the directions given by OWNER concerning the security policies, procedures, rules, regulations, and methods of access and any other restrictions applicable to work within Airport Secured Area/SIDA. ENGINEER's operations, vehicles and personnel shall be prevented from encroaching into aircraft operational areas by means of barricades, or as directed by OWNER.

ENGINEER, upon completion of the Contract or when badges are no longer required, shall immediately return all badges to the Airport Badging Office. Failure to do so will result in monies being held from Progress Payments at a rate of $1,000.00 per badge not returned.
If fences are constructed during construction and thus the location of the security fence and secured Airport Security Areas change, it shall be the responsibility of ENGINEER to maintain the security of the secured Airport Security Areas to the satisfaction of Airport Security.

12.0 S/M/W/DBE CONTRACT COMPLIANCE REQUIREMENTS

12.1 S/M/W/DBE Obligation

As detailed in Attachment No. Three to the Contract - S/M/W/D Business Enterprise Utilization, ENGINEER agrees to ensure that Small, Minority, Women-Owned, or Disadvantaged Business Enterprises as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts under this agreement. Accordingly, ENGINEER shall not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender expression, or gender identity in the award and performance of said contracts.

12.2 S/M/W/DBE Verification Reports

The OWNER will be tracking and verifying the efforts made by ENGINEER to subcontract with S/M/W/DBE firms. ENGINEER will be required to submit the following forms during performance of the Contract so that OWNER may verify its good faith S/M/W/DBE participation:

A. Copy of the subcontract and/or purchase order issued to the S/M/W/DBE Subcontractor or Vendor, with the first Pay Estimate.

B. Attachment A – MONTHLY S/M/W/DBE Participation Report (to be submitted with each pay estimate for each S/M/W/DBE and after final payment to the S/M/W/DBE Subcontractor or Vendor).

C. Attachment C - Monthly S/W/DBE Subcontractor/Vendor Information (to be submitted with each pay estimate and after the final payment to the S/M/W/DBE Subcontractor or Vendor).

D. Attachment D – Annual Verification of S/M/W/DBE Participation with Columns 1, 2, and 3 completed (to be submitted no later than October 15th of each calendar year summarizing all fiscal activity from October 1 of the previous year through September 30 of the current year or that portion of the time period covered by the Contract).

E. Attachment E – Monthly Notification of Change of S/M/W/DBE Firms (to be submitted with monthly pay estimate if a change(s) has been made).

OWNER, in turn, will verify the information submitted with the S/M/W/DBE involved through the use of form Attachment B.

Attachments to Exhibit “B” – Special Conditions:

Attachment A: Monthly S/M/W/DBE Participation Report
Attachment B: S/M/W/DBE Verification Form
Attachment C: Monthly S/M/W/DBE Subcontractor/Vendor Information
Attachment D: Annual Verification of S/M/W/DBE Participation
Attachment E: Monthly Notification of Change of S/M/W/DBE Firms
13.0 **ENGINEER'S CORRESPONDENCE**

All ENGINEER correspondence to OWNER pertaining to this Contract shall be numbered sequentially, grouped by letter or letter of transmittal, commencing with the Number 001, signed by ENGINEER’s Authorized Representative. Any correspondence not so numbered or so signed by Authorized Representative shall be returned to ENGINEER and shall not be recognized as Contract correspondence and shall not be considered to be notice to OWNER of anything and shall not require OWNER to take action or to respond. Documents transmitted electronically must have PDF searchable text.

All CONTRACTOR correspondence to OWNER shall be transmitted through Procore Construction Software.

14.0 **DRUG AND ALCOHOL TESTING**

ENGINEER acknowledges that it is aware of and is fully informed of ENGINEER’s obligations under 49 CFR, Part 382 of the Federal Motor Carrier Safety Regulations and, where applicable, shall comply with the requirements of such rules and regulations promulgated thereunder unless exempted therefrom

Without limitation of the foregoing, ENGINEER’s attention is directed to 49CFR, Part 382, Section 103, entitled "Applicability" which, by this reference, is incorporated herein.

Without limitation of the foregoing, ENGINEER’s attention is directed to 49CFR, Part 40, entitled "Procedures for Transportation Drug and Alcohol Testing Programs", which by this reference, is incorporated herein.

Any violation of such provisions by ENGINEER shall constitute a material breach of this Contract.

15.0 **NEVADA OCCUPATIONAL SAFETY AND HEALTH ENFORCEMENT SECTION (OSHES) REQUIREMENT**

Prior to commencement of construction activities, ENGINEER shall provide written notice to OSHES in accordance with current regulations for The Nevada Occupational Safety and Health Enforcement Program, Chapter 618. ENGINEER shall develop, maintain and submit all data required by OSHES throughout construction. ENGINEER shall forward copies to OWNER of all correspondence and data submitted to and received from OSHES relative to the subject project.

16.0 **ALLOWANCE FOR SPECIAL TESTS**

16.1 Allowance for Special Tests

During the course of construction, it may become necessary to perform additional work that is not displayed in the conformed documents to make the constructed facility fully functional and in compliance with OWNER’s intent. A sum of funds in the form of an Allowance for Special Tests has been included in the Contract for additional work not displayed in the Conformed Documents. The Allowance may be used, at OWNER’s discretion, to reimburse ENGINEER for OWNER approved costs associated with performance of work in accordance with Exhibit “A” - General Conditions, Article 8.0 – Additional Work. OWNER shall determine if the work entailed does fall under the jurisdiction of the Allowance and OWNER’s decision shall be final

16.2 Payment Against Allowance For Special Tests

Payment for all costs generated by Work under an established Allowance shall be paid under the appropriate Allowance appearing on the Unit Price/Bid Form.
All activities, determined by OWNER to be compensated under an Allowance shall be priced in accordance with Exhibit "A" - General Conditions, Article 8.0 – Additional Work. Once approved, payment for such work shall be included in the appropriate Monthly Progress Pay Estimate.

If the sum of all changes to be reimbursed is less than the sum of the Allowance stated in the Bid, the total Contract value will be reduced by an amount equal to the balance of funds remaining in the Allowance account.

If the Allowance accounts are fully depleted by reimbursement of previously approved reimbursement requests, the total Contract Value will be increased by an amount equal to each subsequent OWNER approved Contract Change Request (CCR).

If OWNER and ENGINEER are unable to reach an agreement as to the total cost of the Allowance work, the issue shall be resolved under the provisions of Exhibit "A" - General Conditions, Article 14.0 – Contract Interpretation.

17.0 GOVERNING ORDER OF CONTRACT DOCUMENTS

The Contract Documents include various divisions, sections and conditions which are essential parts for the Work to be provided by ENGINEER. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following precedence will govern:

   Contract - Executed Form of Contract with attachments
   Exhibit "B" - Special Conditions
   Exhibit "A" - General Conditions
   Exhibit "C" - Compensation Conditions
   Exhibit "D" - Technical Specifications
   Exhibit "E" - Required Contract Provisions

Change Orders, Amendments and Supplemental Agreements will take precedence over any of the above. Detailed plans shall have precedence over general plans.

ENGINEER shall take no advantage of any apparent error or omission in the Contract Documents. In the event the ENGINEER discovers such an error or omission, ENGINEER shall immediately notify OWNER. OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents.

18.0 TRANSMITTAL, REVIEW, AND APPROVAL OF DOCUMENTS

Contract documents shall be transmitted between the OWNER and the ENGINEER utilizing Procore Construction Software. Document reviews/approvals shall be accomplished through the review/approval processes included in the Procore Construction Software. These reviews/approvals will be via electronic signature. A formal agreement letter will be signed by the ENGINEER and the OWNER affirming that electronic signatures through the OWNER specified software are legally binding.

ENGINEER shall have a means to print documents and drawings (up to 36" x 48" in size) transmitted through the OWNER specified software. Color printing of documents and drawings may be necessary depending upon content.

Access to the cloud-based Procore Construction Software shall be provided to the ENGINEER by the OWNER at no cost. The ENGINEER shall identify specific personnel who will require access to the software so that user IDs and passwords can be established. ENGINEER’s personnel shall utilize the
on-line Procore tutorials for training. If additional training is required the ENGINEER is to notify the OWNER.
### SPECIAL CONDITION 12.0 - ATTACHMENT A
### MONTHLY S/M/W/DBE PARTICIPATION REPORT

<table>
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<th>INVOICE/REFERENCE NO. AND DATE</th>
<th>CURRENT INVOICE AMOUNT</th>
<th>DATE PAID</th>
<th>CHECK NUMBER</th>
<th>CURRENT AMOUNT PAID</th>
<th>TOTAL S/M/W/DBE CONTRACT COMMITMENT</th>
<th>TOTAL PAYMENTS TO DATE</th>
<th>S/M/W/DBE CONTRACT BALANCE</th>
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Is this Contract Complete? Yes  No  
If no, estimated completion date:  
Estimated outstanding value:  

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Material Testing Contract  
Contract No. 2459-MT  
Exhibit "B" - Special Conditions  
Page 12 of 16
SPECIAL CONDITION 12.0 - ATTACHMENT B
S/M/W/DBE VERIFICATION FORM
(To be Utilized by OWNER)

I certify that _______________________ has completed work
(Name of S/M/W/DBE Company)
for ____________________________ on the ____________________________ Contract
(ENGINEER) (Name of Contract)
Contract No. ______________, and was paid $____________________ by Check No. ____________.
Date Paid: ________________________.

CHECK ONE:

________ Subconsultant
________ Supplier
________ Manufacturer

Services or Goods Supplied

____________________
(Signature)

____________________
(Name)

____________________
(Title)

____________________
(Date)
### SPECIAL CONDITION 12.0 - ATTACHMENT C
MONTHLY S/M/W/DBE SUBCONTRACTOR/VENDOR INFORMATION

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<th>NAME &amp; ADDRESS OF S/M/W/DBE</th>
<th>DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED</th>
<th>DESCRIPTION OF SUPPLIES TO BE FURNISHED</th>
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Total Contract Amount: $_
Total S/M/W/DBE Amount: $_
Percentage of S/M/W/DBE Participation: __________ %

Name of Contractor

By: __________________________
Signature of Authorized Signatory

Name: __________________________
(Type or Print)

Title: __________________________

Date: __________________________

Material Testing Contract
SPECIAL CONDITION 12.0 - ATTACHMENT D
ANNUAL VERIFICATION OF S/M/W/DBE PARTICIPATION
FISCAL YEAR - OCTOBER 01 THROUGH SEPTEMBER 30

CONTRACT NAME: ____________________________________________
CONTRACT NUMBER: __________________________________________
ENGINEER: _________________________________________________
DATE COMPLETED (If During Fiscal Year) _________________________

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($) (%)

TOTAL CONSTRUCTION CONTRACT AMOUNT

ORIGINAL S/M/W/DBE GOAL

S/M/W/DBE GOAL ACCOMPLISHMENT

VARIANCE

Material Testing Contract

Contract No. 2459-MT
Exhibit "B" - Special Conditions
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SPECIAL CONDITION 12.0 - ATTACHMENT E
MONTHLY NOTIFICATION OF CHANGE OF S/M/W/DBE FIRMS

CONTRACT: _________________________________________________________________

S/M/W/DBE FIRMS REPLACING EXISTING S/M/W/DBE FIRMS:

List name, address, description of work, dollar value of subcontract for each S/M/W/DBE firm being removed from the Contract and then identify the replacement S/M/W/DBE firm, with same data listed.

NEW S/M/W/DBE FIRMS HIRED:

List name, address, description of work, dollar value of subcontract for each S/M/W/DBE firm being hired.

(Include a copy of S/M/W/DBE Firm’s Current S/M/W/DBE Certification)

APPROVAL BY OWNER:

__________________________________________  ____________________________
Name of Contractor                          Name

By:________________________________________  By:_________________________
Signature of Authorized Signatory

Title:______________________________________  Date:_________________________

Name: _____________________________________
(Type or Print)

Title: _____________________________________

Date: _________________________________

Material Testing Contract

Contract No. 2459 -MT
Exhibit “B” - Special Conditions
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<td>ATTACHMENT A</td>
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EXHIBIT "C"
COMPENSATION CONDITIONS

1.0 MEASUREMENT FOR PAYMENT

1.1 Unit Price Tests

A. The unit price for each specific test shall include all engineering and technical personnel and equipment and tools to conduct the test, prepare a report on the test results, inclusion of the report in the monthly progress billing and inclusion of the report in the daily test summary for each Construction Contract. Also included in the Unit Price shall be laboratory facilities and equipment, engineering analysis, all profits and overheads.

B. The costs of conducting Portland Cement concrete cylinder tests shall not include the labor to cast the cylinders.

C. ENGINEER shall furnish on site boxes for concrete cylinder storage.

1.2 ENGINEER Personnel Hourly Rates

The hourly rates for ENGINEER personnel shall be all inclusive for the services provided and shall include, but not be limited to, all overhead (Field and Home Office), profit, insurance, field management, laboratory management, general management, report preparation and monthly progress pay estimates (with required attachments) by other than field personnel.

1.2.1 Field Technician

A. The hourly rate for a Field Technician shall be all inclusive for the services of a fully qualified technician, including all transportation, equipment, tools, testing devices, report preparation, safety equipment, and conducting actual field tests.

B. ENGINEER shall divide time per function, per contract, per funding source, if required by OWNER.

C. Specific items to be accomplished include, but are not limited to;

- The taking, recording and reporting the temperature of each truck load of asphaltic concrete as it arrives on the job site.

- The taking, recording and reporting of nuclear compaction tests per ASTM D-2922.

- To log all truck loads of Portland cement concrete, record temperature, air, slump and make concrete test cylinders.

- Straight edge embanked materials, granular fills, asphaltic and concrete paving.

- Core materials, as required by Technical Specifications, for thickness and compaction testing.

- Technician time includes any time to collect test specimens required in Paragraph 1.1 of this exhibit. In the event that the technician makes a trip solely to collect test specimens, one hour shall be charged.
Accomplish required inspection of all asphaltic concrete hot plants supplying asphalt concrete on the noted Construction Contracts, in accordance with the details displayed in the Construction Contract Documents.

Accomplish inspection of all concrete batch plants supplying Portland cement concrete on the noted Construction Contracts, in accordance with the details displayed in the Construction Contract Documents.

1.2.2 Geotechnical Engineer

A. The hourly rate for a Nevada Registered Professional Geotechnical Engineer, shall be all inclusive for the services of ENGINEER including transportation, equipment, tools, testing devices, report preparation and safety equipment necessary to accomplish all required field geotechnical investigation. These investigations shall be required to qualify the quality of on site borrow and embankment.

1.2.3 Project Management Review and Report Preparation

A. The hourly rate for Project Management Review and Report Preparation shall be all inclusive for the services of a fully qualified Manager or a Supervisory Technician to compile all data from daily field reports, develop summary reports in a format acceptable to OWNER and submit same to OWNER within the time allowance provided in this Contract. The Manager and/or Supervisory Technician resume shall be forwarded to OWNER for review and acceptance prior to billing for hours by said manager or Supervisory Technician.

B. The hourly rate for Project Management Review and Report Preparation shall be all inclusive for the services of a fully qualified Manager/Supervisory Technician to review Clark County Building Department (CCBD) Special Inspection requirements, coordinate performance of the required Special Inspections and report same in a manner acceptable to the CCBD and the OWNER.

C. The hourly rate for Project Management Review and Report Preparation shall be all inclusive for the services of a fully qualified Manager/Supervisory Technician to develop applicable Final Grading Reports, Final QAA Reports as well as providing all information necessary to assist the OWNER in securing required occupancy/use permits, authorizations and/or certifications.

D. Specific items to be accomplished include, but are not limited to, the following:

1. Daily supervision of ENGINEER's Field Testing and Inspection;
2. The scheduling and coordination of Technicians based on daily test requests, concrete placement cards, permission to fill, etc.;
3. Ensure that ENGINEER's internal Quality Assurance Procedures are being followed;
4. Liaison/Interfacing between ENGINEER and OWNER's Authorized Representative field personnel;
5. Coordinate test reporting between ENGINEER and OWNER's Authorized Representative;

E. The Supervisory Technician may perform Field Technician duties as determined necessary by OWNER's Representative.
1.2.4 Personnel Hours

A. All hourly rates shall be based on an eight (8) hour day for on site work. Any travel time shall be included in the hourly rate. ENGINEER is advised that some work activities will require less than an eight (8) hour day. OWNER cannot guarantee, or be responsible for personnel hours short of an eight (8) hour day, but will allow a minimum call out time of two (2) hours.

B. Each ENGINEER employee working on an hourly rate shall report to OWNER's Representative at the work site if and when OWNER's Representative is present at the time. Before leaving the site for the day, each ENGINEER employee shall execute a field time sheet, furnished by ENGINEER. That time sheet shall reflect the time worked on each Construction Contract, list services performed on each Construction Contract, note any travel time and shall be signed by OWNER's Representative. In addition, ENGINEER employee shall give to OWNER's Representative, the results of any appropriate testing conducted that day.

C. Any ENGINEER employee working on an hourly rate, without OWNER being present, shall be responsible to record their own time on a time sheet furnished by ENGINEER. That time sheet shall note the hours worked on each Construction Contract, list services performed on each Construction Contract, note any travel time and shall be signed by ENGINEER's employee and OWNER's Representative.

D. The Work week shall be defined as Monday through Friday. Standard hourly personnel rates contained in the unit price form are based on eight (8) hours per day and forty (40) hours per week. Shift differential rates shall apply to nightshift work which has prior approval from OWNER. Overtime hourly personnel rates contained in the unit price form shall apply to hours worked on this Contract in excess of eight (8) hours on a normal work day and hours worked on Saturdays, Sundays or Holidays, provided such hours are paid as overtime to the employee by ENGINEER. Shift differential overtime rates shall apply to hours worked on this Contract in excess of eight (8) hours on a nightshift and nightshift hours worked on Saturday, Sunday and Holidays. If ENGINEER is unable to perform the Services during normal time and can only provide personnel in an overtime situation, then Standard hourly rates shall apply. Personnel time earned, other than on this Contract shall not determine if overtime rates are paid on this Contract. ENGINEER shall not perform any work that will be charged as overtime without prior approval by OWNER.

1.3 Notification of Expenditures

ENGINEER shall notify OWNER as soon as expenditures reach seventy-five percent (75%) of the currently approved Not-to-Exceed Value and advise if the remaining funds are sufficient to complete the Services. Should the remaining funds not be sufficient, ENGINEER shall provide OWNER with an explanation and the revised estimated cost to complete anticipated Services.

2.0 UNIT PRICE FORM

See ATTACHMENT A.
3.0 PROGRESS PAYMENT PROCEDURES

3.1 For the basis of Progress Payments, ENGINEER shall use the unit prices as displayed in Article 2.0 of this section.

3.2 ENGINEER shall divide each Progress Pay Estimate into each test performed or hour expended, as well as the work performed on this Construction Contract.

3.3 In addition, portions of this Contract may be funded by more than one source. OWNER shall identify these portions and ENGINEER shall further separate, detail and identify the work accomplished on the funded portions of the Construction Contracts in each Progress Pay Estimate.

3.4 ENGINEER shall provide a draft Progress Pay Estimate to OWNER five (5) business days prior to submitting.

3.5 ENGINEER shall submit Progress Pay Estimates to OWNER, in a format acceptable to OWNER, in original and two (2) copies, or via Primavera Contract Manager, at the OWNER's discretion. Training and instruction to be provided to ENGINEER's personnel if Primavera Contract Manager is utilized for Progress Pay Estimate submittals.

3.6 All signatures by ENGINEER's Authorized Representative on the Progress Pay Estimate shall be original, i.e., no photo copies, or electronic if Primavera Contract Manager is utilized.

3.7 ENGINEER shall submit Monthly Progress Pay Estimates at a time of the month that is mutually satisfactory to OWNER and ENGINEER, and only once during a thirty (30) calendar day period.

4.0 PROGRESS PAY ESTIMATE ATTACHMENTS

4.1 Each Progress Pay Estimate shall be for the Work performed since the last pay period.

4.2 Each Progress Pay Estimate shall be covered by an executed progress payment form, furnished by OWNER.

4.3 Each Progress Pay Estimate shall include the following documentation which will reflect tests made and personnel time expended during the time period covered by the Pay Estimate:

   A. A report on each laboratory test conducted.

   B. A copy of each daily field report executed by each of ENGINEER's personnel, for which payment is sought.

   C. A copy of each, daily time sheet for each of the preceding personnel, properly executed.

   D. A computerized abstract, showing the total of all Work accomplished in the pay period, the total Contract and funding source in the pay period.

   E. Computerized abstracts of data listed in Technical Specification titled Records and Test Reports.

4.4 If more than one source of funding is involved in a Construction Contract, all Pay Estimate attachments shall be divided into each funding source represented in the Pay Estimate.
4.5 If more than one Construction Contract is involved, all Pay Estimate attachments shall be divided into each Construction Contract represented in the Pay Estimate.

4.6 Furnish all the data described in Compensation Condition 4.0 on a CD, using database software approved by OWNER.

4.7 The disk copy of all the abstracts shall be accumulative from the beginning of the Construction Contract through the current Pay Estimate.

4.8 The Progress Pay Estimate cannot be processed until such time as the accompanying data, as specified, has been forwarded to OWNER and checked for accuracy and detail.

4.9 All computerized data shall be in a Data Base format, which shall allow recall of data by each separate information entry.

4.10 The Material Testing required by this Contract will be managed by OWNER's Authorized Representative.

5.0 ADDITIONAL DATA REQUIRED WITH EACH PROGRESS PAY ESTIMATE

Before OWNER will process ENGINEER’s Progress Pay Estimates, ENGINEER shall have submitted the following data with each Progress Pay Estimate for OWNER's review and approval:

A. An Organizational Chart showing ENGINEER's key personnel and their reporting relationships.

B. Evidence that ENGINEER furnished insurance under Exhibit “A” - General Conditions, Article 22.0, insurance is currently in force.

C. Evidence that any Safety Meetings required by ENGINEER's Safety Program has been conducted, with a list of attendees attached, since approval of ENGINEER's Safety Program, covering the time of the pay period.

6.0 RETAINAGES

OWNER will not hold any retainages against ENGINEER on this Contract.

7.0 MEASUREMENT OF WORK FOR PROGRESS PAY ESTIMATE

An invoice and all support data shall be prepared by ENGINEER as per Articles 3.0, 4.0 and 5.0 above, submitted in writing for OWNER's approval once each month at a time mutually agreeable to OWNER and ENGINEER, covering the amount and value of work satisfactorily performed by ENGINEER since the last Progress Pay Estimate. The quantity of work to be paid for under any item for which a unit price is fixed in the Contract shall be the amount or number approved by OWNER of units of work satisfactorily completed in accordance with the Contract.

8.0 PAYMENT FOR WORK

Review by OWNER of ENGINEER's estimate of the amount and value of the work performed will be accomplished within ten (10) calendar days of its receipt and a copy of the estimate as approved returned to ENGINEER. If the Pay Estimate and support data are not approved, ENGINEER is required to submit new, revised or missing information according to OWNER's instructions. Otherwise, ENGINEER shall prepare and submit to OWNER an invoice in accordance with the
9.0 WAIVERS, RELEASES, CLAIMS

OWNER may, as a condition precedent to any such payment to ENGINEER, require ENGINEER to submit complete waivers and releases of any and all claims of any person, firm or corporation in connection with or in any way related to the performance of this Contract for prior progress payments. Upon request, ENGINEER shall in addition furnish acceptable evidence that all such claims have been satisfied.

Any amount otherwise payable under the Contract may be withheld, in whole or in part if:

A. Any claims are filed against ENGINEER by OWNER or third parties, or if reasonable evidence indicates the probability of filing any such claims; or

B. ENGINEER is in default of any Contract condition; or

C. There is reasonable doubt that this Contract can be completed within the time specified or for the balance then unpaid.

OWNER will pay such withheld payments if ENGINEER:

1. Pays, satisfies or discharges any claim of OWNER or third party against ENGINEER arising out of or in any way connected with the Contract; or

2. Corrects all defaults in its performance under the Contract.

If claims filed against ENGINEER or property of OWNER connected with performance under this Contract are not promptly removed by ENGINEER after receipt of written notice from OWNER to do so, OWNER may remove such claims and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to ENGINEER. If the amount of such withheld payments or other monies due ENGINEER under the Contract is insufficient to meet such costs, or if any claim against ENGINEER is discharged by OWNER after final payment is made, ENGINEER and its surety or sureties shall promptly pay OWNER all costs incurred thereby regardless of when such claim arose.

10.0 FINAL PAYMENT

When ENGINEER considers that all work under the Contract is complete, ENGINEER shall forward the following to OWNER:

A. A written notice that all conditions of the Contract have been concluded;

B. A final billing for the Contract;

C. Itemize any amount due to all S/M/W/DBE Subcontractor vendors; and

D. A release of all claims against OWNER arising under or by virtue of this Contract, except such claims, if any, as may with the consent of OWNER be specifically excepted by ENGINEER from the operation of the release in stated amounts to be set forth therein.

OWNER will review the written notices, final billings and release, and will respond to ENGINEER within seven (7) calendar days after receipt of same. On the date of Notice of Completion, OWNER,
after evaluation, will commence processing ENGINEER's payment and shall make final payment to ENGINEER within thirty (30) days of the date of Notice of Completion.
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<td>Sieve or Screen Analysis of Fine or Coarse Aggregates - ASTM C136 including</td>
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<td>Loading) - ASTM C78 - mold cost only</td>
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<td>Theoretical Maximum Specific Gravity of Bituminous Paving Mixtures - ASTM D2041</td>
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<td>Quantitative Extraction of Bitumen from Bituminous Paving Mixtures - ASTM D2172</td>
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EXHIBIT "D"
TECHNICAL SPECIFICATIONS

1.0 SCOPE OF MATERIALS TESTING

1.1 ENGINEER shall provide materials testing as well as the required Clark County Building Department Special Inspection on the Construction Contract(s) detailed in Section 2.0 below. The construction to be tested generally includes, but is not limited to, Earthwork, Concrete Foundations and Structures, Specialty Concrete, Reinforcing Steel, Structural Steel, Concrete and Asphalt Pavement. Special Inspection (if required) shall be performed in accordance with the requirements of the Clark County Building Department.

1.2 ENGINEER is to conduct a number of tests on materials and materials-in-place to determine compliance with the Construction Contract Documents in conjunction with the McCarran International Airport 2000 Construction Program.

1.3 The quantity and types of tests and testing that will be required are displayed in Exhibit "C" - Compensation Conditions and in the Exhibit "D" - Technical Specifications of the Contract Documents.

1.4 All materials testing that is undertaken and accomplished to the OWNER's account is to be acceptance testing. It is not the intent of the OWNER, nor of this Contract, to conduct quality control and guidance material testing for the various Contractors.

1.5 Because of the volume of materials testing required and the short time in which the materials testing must be accomplished, the amount of time that may elapse between the time a material sample is taken and the time that the results of the test made on that sample are reported to the OWNER must be in accordance with the applicable OWNER's acceptance testing established in the Construction Program.

1.6 The testing laboratory, under the auspices of this Contract, is to conduct all field and laboratory tests and report the results to the OWNER.

1.7 ENGINEER will furnish required Certificates of Compliance on various materials and manufactured items, directly to the OWNER.

1.8 ENGINEER will provide information / reports to Clark County Building Department as required and copies of all such information / reports to OWNER.

1.9 ENGINEER shall provide all test data for any work that is FAA reimbursable under grants which may apply. Such data shall be provided in labeled, indexed three ringed binders as directed by OWNER. All costs incidental to preparing this report, shall be included in the unit rate for Project Management review and reports.

2.0 SCOPE OF CONSTRUCTION CONTRACTS

2.1 DESCRIPTION OF WORK

Contract No. 2459 – LAS Extend Taxiway C

OWNER will execute a contract with a Contractor to perform the extension of Taxiway "C" between Taxiways "D" and "G" (approximately 75' x 2600') at McCarran International Airport, in accordance with current FAA design criteria. The project will include the placement of Portland Cement Concrete taxiway and asphalt pavement, the installation of LED centerline lighting and guidance signage, and
ENGINEER shall perform necessary materials testing in accordance with all applicable requirements of the FAA and the Clark County Building Department.

2.2 The preceding list of Construction Contracts is subject to change. There may result from such changes, and increase or decrease in the amount of Work that might be required under the terms of this Contract.

2.3 Construction Contract Documents

2.3.1 ENGINEER will be provided two (2) sets of Contract Documents for each Construction Contract included in ENGINEER’s Contract.

2.3.2 ENGINEER may contact OWNER to examine any other Construction Contract documents associated with the work.

3.0 TESTING LABORATORY AND PERSONNEL QUALIFICATIONS

3.1 ENGINEER and ENGINEER’s facilities, equipment and personnel shall be so certified and qualified as to meet or exceed the requirements of the governing board, association or agency over industry standard acceptance testing.

3.2 All testing on this Contract shall be performed under the supervision of a Nevada Registered Professional Engineer, having a permanent office in Clark County, Nevada.

3.3 Testing Laboratory

3.3.1 This Contract requires the Testing Laboratory to meet the requirements of ASTM D-3666-88 and ASTM C-1077-87.

3.3.2 ASTM D-3666-88 is the "Standard Practice for Evaluation of Inspection and Testing Agencies for Bituminous Paving Materials."

3.3.3 ASTM C-1077-87 is the "Standard Practice for Laboratories Testing Concrete and Concrete Aggregate for use in Construction and Criteria for Laboratory Evaluation."

3.4 Personnel Qualifications

3.4.1 Personnel Qualifications - Information shall be made available to substantiate personnel qualifications as follows:

A. Concrete

1. Supervising field technicians shall have at least 3 years relevant experience and shall have demonstrated competence in performing the relevant tests.

2. Field technicians shall have demonstrated their competence in performing the relevant tests in ASTM C-1077-7.2 and, when applicable, ASTM C-1077-7.3.

B. Asphalt

1. Supervising field or plant technician - this person shall have at least 5-years experience in inspecting the kind of work involved in bituminous construction projects. This person shall be able to demonstrate either by oral or written
examination, or both, the ability to perform correctly the required duties. This person shall possess an appropriate certification from a national organization. A NICET Level III Certification in asphalt would satisfy this requirement.

2. Inspecting or testing technician - This person shall have a high school diploma or equivalent and have had sufficient on-the-job training to properly perform the test or inspection to which the person is assigned. This person must be able to demonstrate, either by oral or written examination, or both, competence for the test or inspection which is being conducted and possess an appropriate certification from a national or state organization. A NICET Level II Certification in asphalt would satisfy this requirement. A NICET Level I, with the appropriate training and experience, might also be utilized in this position, but only with the specific approval of the OWNER. The inspecting or testing technician shall work under the direct supervision of one meeting the requirements of B.1., but shall not be permitted to independently evaluate test results.

C. Soils and Rock - Geotechnical

1. A supervising field technician or inspector, for his/her field of expertise, shall have at least 5 years inspection experience in the kind of work involved on construction projects. This person shall be able to demonstrate either by oral or written examination, or both, the ability to perform correctly the required duties. A NICET Level III Certification in the soils or geotechnical field shall be considered as one means of evidence or competency.

2. Inspecting or testing technician - This person shall have a high school diploma or equivalent and have had sufficient on the job training or trade school training to properly perform the test or inspection to which the person is assigned. This person must be able to demonstrate either by oral or written examination, or both, competence for the test or inspection that is being conducted. A NICET Level II Certification in the soils or geotechnical field shall be considered as one means of evidence of competency. A NICET Level I, with the appropriate training and experience, might also be utilized in this position, but only with the specific approval of the OWNER. The inspecting or testing technician shall work under the direct supervision of one meeting the requirements of C.1., but shall not be permitted to independently evaluate test results.

4.0 TESTING STANDARDS

4.1 DEFINITIONS

4.1.1 Standard Designation indicates the source of a test procedure, such as ASTM, Project Specification, AASHTO, ASPHALT INSTITUTE OR MILITARY STANDARDS and shall indicate the test identified.

4.1.2 Specification reference is the Technical Specification section that requires the tests indicated.

4.1.3 Location of sample is the general location where the sample is to be taken. Field means from on site. Plant means from the asphalt hot plant or from the pit.
4.1.4 **Turnaround time** shall mean the maximum elapsed time allowable from the time the sample was taken until the written test result is reported to the OWNER.

4.1.5 **Test description** is a verbal description of the test required.

4.1.6 **Comments** are exactly as titled.

### 4.2 JOB SPECIFICATION TEST REQUIREMENTS

**Table of Test Requirements Separated by Material Type**

**4.2.1 P-152 Excavation and Embankment**

A. Soil sample - Each Soil Type or Blend
   1) Sample per specifications
      a) Composite sample from excavation or embankment
      b) Paid under Technician time
   2) ASTM D1557 - moisture density relationship - See Section 5.3.2 for requirements.
   3) Solubility - Per specification
   4) Swell Potential - Per specification
   5) The above tests have a turnaround time of 48 hours.

B. Nuclear density - ASTM D2922 and D3017 - 2 per lot
   1) Compaction/moisture testing and control
   2) ASTM D1556 - sand cone - used for correlation
   3) Paid under technician time.
   4) Turnaround time is 24 hours.

C. Straightedge (per specifications)
   1) Paid under technician time.
   2) Turnaround time is 24 hours.

**4.2.2 P-209 Aggregate Base Course - FAA Spec**

A. Aggregate samples
   1) ASTM D1557 - Moisture Density Relationship - See Section 5.3.2 for requirements.
   2) Turnaround time is 24 hours

B. Samples for acceptance testing - 1 per sub-lot
   1) Sample per specification
      a) Obtain sample from behind laydown and prior to first pass of roller
      b) Paid under Technician time
   2) ASTM C136 - Sieve Analysis
   3) ASTM C117 - Percent Passing #200 Sieve
   4) Turnaround time is 24 hours

C. Nuclear Density - ASTM D2922 and D3017
1) Compaction/moisture testing and control
2) ASTM D1556 - Sand Cone - Used for correlation
3) Paid under Technician time
4) Turnaround time is 24 hours

D. Straightedge (per specifications)
1) Paid under Technician time
2) Turnaround time is 24 hours

4.2.3 P-401 Plant Mix Bituminous Pavement - FAA Spec.

A. Mixture Sample
1) Verification sample from the test section
   a) Sample per specifications
      1) Sampled from the plant
      2) Paid under Technician time
   b) ASTM D2172 - Extraction
   c) C117 & C136 - Sieve Analysis
   e) ASTM D2041 - “Rice” Maximum Density
   f) ASTM D4867 - Tensile Strength Ratio
   g) ASTM D1188 - Bulk Specific Gravity (Core Density)

2) Samples for Acceptance Testing - Each sub-lot
   a) Sample per specifications
      1) Sampled from the trucks at the plant or jobsite
      2) Paid under Technician time
   b) ASTM D1559 - Marshall Stability/Flow & Properties
   c) ASTM D2041 - “Rice” Maximum Density
   d) ASTM D1188 - Bulk Specific Gravity (Core Density)
   e) Technical Spec. - Calculation of Acceptance Criteria

3) The above tests have a turnaround time of 24-hours.

B. Informational Testing
1) Technician at Paver
   a) Maintain Log of Weather and Asphalt Mix Temperature
   b) Collect Asphalt Load Tickets
   c) Maintain Log of Location Where Each Load Is Placed
   d) Sample Mixture (when requested by Engineer)

2) Paid under technician time.

C. Straightedge (per specifications)
1) Paid under technician time.
2) Turnaround time is 24-hours.
4.2.4 P-501 Portland Cement Concrete Pavement

A. Samples For Acceptance Testing - 1 Per Sub-Lot
   1) Flexural Strength - 1 Tests per Set
      a) ASTM C31 - Sample/Cast/Cure Specimens
         1) Paid under technician time
      b) ASTM C78 - Concrete Flexural Test (28-Days)
      c) Technical Specification - Calculation of Acceptance Criteria/PWL
   2) Pavement Thickness - 1 Per Sub Lot
      a) ASTM C174 - Core Thickness
      b) Technical Specification - Calculation of Acceptance Criteria/PWL
      c) Turnaround Time is 24-Hours

B. Informational Testing
   1) At Testing Platform - Paid Under Techniciar Time
      a) NDOT T439 - Kelly Ball (Each Load)
      b) Each Sub-Lot
         1) ASTM C31 - Sample/Cast/Cure (Set of 2 Cylinders)
         2) ASTM C143 - Slump
         3) ASTM C231 - Concrete Air Content
         4) Concrete Temperature
         5) Sample Aggregates (when requested)
   2) At Paver - Paid Under Technician Time
      a) Maintain Log of Weather and Concrete Evaporation Rates
      b) Collect Concrete Tickets
      c) Maintain Log of Location Where Each Load is Placed
      d) Perform Slump, Air, Content, Concrete Temperature Test (when requested by Engineer)
   3) At Lab - ASTM C39 - 28 Day Concrete Compression Test (Set of 2 Each Sub-Lot)

C. Straightedge (per specifications)
   1) Paid Under Technician Time
   2) Turnaround Time is 24-Hours

4.2.5 P-610 Portland Cement Concrete

A. Concrete Sampling
   1) Each Concrete Sample
      a) ASTM C31 - Sample/Cast/Cure Specimen
      b) ASTM C143 - Slump
      c) ASTM C231 - Air Content
Concrete Temperature

2) Paid Under Technician Time
3) Turnaround Time is 24-Hours

B. Compression Testing

1) ASTM C39 - Concrete Compression Test (28-Day)
2) Turnaround Time is 24-Hours

4.3 TEST STANDARDS

4.3.1 All tests performed under this Contract will utilize the ASTM test designation and procedure. Where other test procedures are required by the Construction Contracts, including but not limited to AASHTO, Asphalt Institute, or Military Standards, the equivalent ASTM test procedure will be performed for acceptance testing, unless otherwise required in this Contract or directed by OWNER.

4.3.2 ASTM D1557 - Laboratory compaction characteristics of soil using modified effort (56,000 ft. lb/ft²)

A. Report shall contain the following information:

1) Procedure Used (A, B, or C)
2) Preparation Methods Used (Moist or Dry)
3) As-Received Water Content, if Determined
4) Modified Optimum Water Content, to the Nearest 0.5%
3) Modified Maximum (Optimum) Dry Unit Weight, to the Nearest 0.5 lb/ft³
4) Description of Rammer (Manual or Mechanical)
7) Soil Sieve Data When Applicable for Determination of Procedure (A, B, or C) Used
8) Description of Material Used in Test, by Practice D2488, or Classification by Test Method D2487 *
9) Specific Gravity and Method of Determination
10) Origin of Material Used in Test, for Example, Project, Location, Depth, and the like
11) Compaction Curve Plot Showing Compaction Points Used to Establish Compaction Curve, and 100% Saturation Curve, Point of Maximum Dry Unit Weight and Optimum Water Content
12) Oversize Correction Data if Used, Including the Oversize Fraction (Coarse Fraction), P₀ in %
13) Item P-152 - If Sample Tested is Item P-152, Include Results of Solubility Test (Paid Under Solubility Test)


B. Payment - Any Testing (Sieve, PI, Classification, SP. GR., etc.) or Reports (Compaction Curve Plot, Sieve Plot, etc.) required by Items 1 through 12 of Section A "Reports" shall be included in the D1557 Unit Price Bid.
4.3.3 The following test standards are included within the Work.

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- PORTLAND CEMENT ASSOCIATION -

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MIX DESIGN METHODS FOR ASPHALT CONCRETE.

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5.0 RECORDS AND TEST REPORTS

5.1 COMPUTER REPORTS

All test reports will be cataloged in a computer format using software approved by the OWNER and submitted on a monthly basis. With each hard copy submittal will be one CD, containing the computerized catalogs.

At ENGINEER's option, test reports may be produced on a computer format. If this option is exercised, each test report must still be signed by a Registered Professional Engineer.
5.2 **BASIC REPORT DATA**

5.2.1 The following information is to be generic on all test reports:

A. Name of Testing Laboratory  
B. Name of OWNER  
C. Date of Test or Sample  
D. Test Identification Number  
E. Technician  
F. Identification or Description of Test  
G. Construction and Material Testing Contract Numbers  
H. Test Type, i.e. Informational or Acceptance  
I. Specification Item Number  
J. Specification Requirements  
K. Lot and Sublot Number (if applicable)  
L. Information or Acceptance Test Report  
M. Source of Funds (if applicable)  
N. Exact location of where sample was taken or the test conducted. This would include descriptions such as station, distance from center line, lane, elevation, etc.  
O. Test Result  
P. Test Pass or Fail Indicators  
Q. Registered Engineer Signature

5.2.2 When a re-test is required, the same test number will be used, with a letter prefix added.

5.2.3 All test report formats shall be approved by OWNER.

5.3 **FIELD TESTS AND REPORTS**

All tests conducted in the field shall have a report of the test results executed the same day and a copy of that report shall be given to OWNER at the end of the shift, before ENGINEER's Technician leaves the site for the day.

All ENGINEER personnel shall execute a Daily Field Report and Time Report which shall be submitted to OWNER by 10:00 a.m., first business day following. Each report shall be identified by Contract and Contract Day Number.

5.4 **TEST RESULTS TURNAROUND TIME**

Note in Technical Specification 4.2, maximum time that will be allowed between the time a sample is taken or a test is made and the time the final report must be ready. The final report will be a hard copy, delivered to OWNER.

5.5 **FAILING TEST REPORTS**

Immediately upon learning of a failing test or test result, the Authorized Representative of ENGINEER is to inform OWNER. This is in addition to the forwarding of a hard copy of the test result within the time limits specified.

5.6 **IDENTIFIER NUMBERS**

Every document generated by the Testing Laboratory will carry a set of pre-printed identifier numbers as directed by OWNER.
5.7 **DIVISION OF DATA**

All data, reports, time sheets, lab test reports, field reports, and monthly progress payments shall be divided and identified to each respective construction Contract.

5.8 **ABSTRACTS OF DATA**

5.8.1 A computerized abstract of the following data shall accompany each Monthly Progress Pay Estimate.

5.8.2 All abstracts shall be sorted by Contract number, material type.

5.8.3 An abstract of each laboratory test, containing the following data:

A. Work Order Number.
B. Laboratory Test Number.
C. Sample number.
D. Date of sample.
E. Source of sample.
F. Construction Technical Specification that represents the material tested.
G. Contract Unit Price Form number of test.
H. ASTM test conducted (or other identification).
J. Technician Identification.
K. Pass or Fail, according to technical specification.

5.8.4 An abstract of each compaction test, containing the following data:

A. Work Order Number.
B. Compaction Test number.
C. Test Date.
D. Construction Technical Specification that represents the material tested.
E. Test Location, including elevation.
F. Technician Identification.
G. Depth of lift.
H. Dry Density.
J. Moisture Content.
K. Laboratory Maximum Density.
L. Measured Compaction.
M. Specification Compaction.
N. Pass or Fail, according to the technical specification.

5.8.5 An abstract of each concrete cylinder or flexural bar tested, containing the following data:

A. Concrete Pour Card Number.
B. Construction Technical Specification that represents the material tested.
C. Date cylinders or flexural bars taken.
D. Cylinder or flexural bar numbers.
E. 28-day or appropriate breaks.
F. Specification strength.
G. Tested strength.
H. Pass or Fail according to the technical specification.
J. Field curing temperatures.
5.8.6 An abstract of Straight Edging, containing the following data:

A. Work Order Number.
B. Date of straight edging.
C. Construction Technical Specification that represents the material tested.
D. Description of area tested.
E. Computation of the square area tested.
F. Number of times straight edge set.
G. Elevation or lift number.
H. Pass or Fail, according to technical specification.

5.8.7 An abstract of Coring for thickness and compaction, containing the following data:

A. Work Order Number.
B. Date of coring.
C. Construction Technical Specification that represents the material tested.
D. Description of area tested.
E. Computation of square area tested.
F. Number of cores taken.
G. Elevation or lift number.
H. Pass or Fail, according to technical specification.

5.8.8 An abstract of all the hours being charged to the Contract by ENGINEER, containing the following data:

A. Technician or Engineer name.
B. Hourly Rate.
C. Hours divided into function, as described by OWNER. Number of divisions limited to eight (8).
D. Total Hours.
E. Subtotal of cost per function.
F. Total cost per day, per pay period.

5.8.9 An abstract of all hours expended by Special Inspectors, containing the following data:

A. Work Order Number.
B. Special Inspectors name.
C. Hourly Rate.
D. Hours divided into each special inspection function performed, with each inspection described as to exact location and with each function identified by the technical specification that represents the Work that was inspected.
E. For concrete work, identify the number of the Concrete Pour Card.
F. Total hours.
G. Subtotal of cost per function.
H. Total cost per day, per pay period.
J. Pass or Fail, according to technical specification.

5.9 RETESTS

5.9.1 The following procedures shall apply to the retesting of materials that do not comply with the specification limits. The first retest, of material found unacceptable, will be to ascertain that the methods used for sampling and testing are similar, correcting the unacceptable material by appropriate method will be the Contractors problem. OWNER shall assure itself that a
constructive effort was made to correct the unacceptable material before ordering any further retests.

5.9.2 Each lift of base materials shall meet the requirements for size and physical properties before other material is placed above this lift.

5.9.3 Retests are to be numbered per the instructions given in Section 5.2.2.

5.9.4 Testers are requested to keep track of all failing tests as they occur in order to make sure that no failing areas are overlooked. Compaction test results will be recorded in a summary as per instructions in Section 5.8.

5.10 INFORMATIONAL TESTS

5.10.1 The majority of the work accomplished by the project laboratory is for acceptance of materials or construction work. However, there are certain tests performed which are classified as informational due to the location or time of sampling or by nature of the tests itself. Examples of these informational tests are listed in Section 4.0.

5.10.2 Whatever the type of informational test, no statement or inference should be made to indicate that the test constitutes final acceptance. All samples and tests should be made specifically for one or the other reason, information or acceptance, and this reason should be so indicated on the test report.

5.11 COMPACTION REPORTS

Compaction tests for a particular type of material shall be numbered consecutively.

5.12 SAMPLE IDENTIFICATION

5.12.1 Report numbers for a particular type of material shall be numbered consecutively for all quantities obtained from each deposit. The two types of samples, informational or acceptance, shall be numbered consecutively on a daily basis.

5.12.2 Report numbers for a particular type of asphaltic mixture shall be numbered consecutively for all quantities obtained from each deposit. The types of samples, cold feed or extraction samples, shall be numbered consecutively on a daily basis.

5.13 FILES AND RECORDS

5.13.1 Compaction Summary

Separate subsections will be kept for each type of material tested and each subsection will consist of the following two parts:

1. The first part is a chronological section in which tests are listed consecutively by number.
2. The second part shows a breakdown by station or test lots for each material tested.

5.13.2 Aggregate Summaries

Summaries of project sieve analysis and other test results for aggregate materials will be kept in the following manner:
Generally, a separate section will be kept for each materials deposit or source.

2. Each book will be divided into sections for each type of material, e.g. "P-209", "Concrete Aggregate Size No. 67", "Plantmix (extractions)", etc.

3. Each section will include:

   a. Test identification - Test will be listed consecutively by number and identified with the date and location of samples.
   b. Test results - Numerical results of all acceptance tests will be listed. If all screens are in specification, note the results as "P" (passing). If not, use the notation "F" (failing) and explain in the remarks.
   c. Remarks.

4. Only acceptance samples should be listed in the aggregate summary. Summaries of information samples will be kept in a separate section.

5.13.3 ASTM D1557 Summary

Separate subsections will be kept for each contract and each type of material tested and each subsection will consist of the following:

1. Tests listed consecutively by number.
2. Origin of material.
3. Description and classification of material.
4. Maximum unit weight.
5. Optimum water content.

5.13.4 Solubility Test Summary

Separate subsections will be kept for each contract and each subsection will consist of the following:

1. Test listed consecutively by number.
2. Origin of material.
3. Percent of solubility.

5.13.5 P-401 Summary

Separate subsections will be kept for each contract and each type or source of material. Each subsection will consist of the following:

1. Tests listed consecutively by number.
2. Origin of material.
3. Lot number/sublot number.
4. Marshall
   (a) Stability- PWL
   (b) Flow- PWL
5. Air voids - PWL
6. TSR- PWL
7. Mat density - PWL
8. Joint density - PWL
9. Thickness - P (meets) or F (does not meet).
10. Smoothness - percent of straight edge meeting specification requirements.
5.13.6 P-501 Summary

Separate subsections will be kept for each contract and each type or source of material. Each subsection will consist of the following:

1. Tests listed consecutively by number.
2. Origin of material.
3. Lot/Sublot number.
4. Beams
   (a) Flexural Strength
   (b) PWL
5. Cores
   (a) Thickness
   (b) PWL
6. Straight edge
   (a) Percentage of pavement meeting specification.
   (b) Percentage of edge slump meeting specification.
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EXHIBIT "E"  
REQUIRED CONTRACT PROVISIONS

1. GENERAL NOTES

For purposes of this Exhibit E, the term "contract" includes subcontracts.

The ENGINEER (including all subconsultants) shall insert these contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement) and other agreements for supplies or services.

The ENGINEER is responsible for compliance with these contract provisions by any subconsultants, lower-tier subconsultant or service provider.

2. CIVIL RIGHTS - GENERAL

The ENGINEER agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the ENGINEER and subtier consultants from the Contract negotiation period through the completion of the Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

3. CIVIL RIGHT – TITLE VI ASSURANCE

A. Title VI Solicitation Notice

The OWNER, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B. Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this Contract, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the "ENGINEER") agrees as follows:

1. Compliance with Regulations: The ENGINEER (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The ENGINEER, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The ENGINEER will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the ENGINEER of the ENGINEER's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The ENGINEER will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of an ENGINEER is in the exclusive possession of another who fails or refuses to furnish the information, the ENGINEER will so certify to the OWNER or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of an ENGINEER's noncompliance with the Non-discrimination provisions of this contract, the OWNER will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the ENGINEER under the contract until the ENGINEER complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The ENGINEER will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The ENGINEER will take action with respect to any subcontract or procurement as the OWNER or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the ENGINEER becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the ENGINEER may request the OWNER to enter into any litigation to protect the interests of the OWNER. In addition, the ENGINEER may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the "ENGINEER") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
• 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

• Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

• The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

• Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

• Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

• The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
4. **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this Contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The ENGINEER has full responsibility to monitor compliance to the referenced statute or regulation. The ENGINEER must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5. **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this Contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. ENGINEER must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The ENGINEER retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). ENGINEER must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
# DISCLOSURE OF OWNERSHIP/PRINCIPALS

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| Number of Clark County Nevada Residents Employed: | 22 |

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

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

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

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<table>
<thead>
<tr>
<th>Full Name</th>
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<tr>
<td>David McDonough</td>
<td>President</td>
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This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?  ☑ Yes  ☐ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  ☑ Yes  ☐ No

   (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  ☑ Yes  ☐ No

   (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

---

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

---

Signature: David McDonough  Print Name: David McDonough  Title: Pres.  Date: 6-19-18

REVISED 7/25/2014
DISCLOSURE OF RELATIONSHIP

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

<table>
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<tr>
<th>NAME OF BUSINESS OWNER/PRINCIPAL</th>
<th>NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE</th>
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* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

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

For County Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative