PROFESSIONAL SERVICES AGREEMENT
FOR STAFF AUGMENTATION FOR QUALITY ASSURANCE TESTING VARIOUS PUBLIC WORKS PROJECTS

THIS CONTRACT ("Contract"), made and entered into this 19th day of February, 2008 between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter referred to as COUNTY and GEOTEK, INC., a corporation duly authorized to do business under the laws of the State of Nevada, hereinafter referred to as ENGINEER.

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

COUNTY
Director
Public Works Department
Clark County, Nevada
500 South Grand Central Parkway
Las Vegas, Nevada 89155-4000

ENGINEER
William W. Taylor, Vice-President
Geotek, Inc.
6835 Escondido Street, Suite A
Las Vegas, Nevada 89119

WITNESSETH

WHEREAS, the COUNTY desires to obtain quality Laboratory and Field Testing services in connection with the work hereinafter described;

WHEREAS, the ENGINEER desires to provide services in exchange for the amounts hereinafter specified.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

ARTICLE I
DEFINITIONS

As used in this Contract, the following terms shall have meanings as set out below:

"Contractor" means the construction contractor(s) employed by the COUNTY to construct the Project.

"Contract Documents" means the documents which constitute a contract between the COUNTY and the contractor.

"Director" means the Director of Public Works of the County of Clark and all persons designated by him, in a written notice to the ENGINEER, to administer this Contract.

"Fee Schedule" means the cost of laboratory testing and hourly rates for personnel used through the term of this contract. The Fee Schedule is attached hereto as Exhibit "A".

GEOTEK
QA STAFF AUGMENTATION FOR VARIOUS CCPW PROJECTS
02/19/08 – 02/19/09
“Project” means a construction project awarded by the Board of County Commissioners, as described in a Work Order.

“Services” means quality assurance laboratory and field testing services along with the engineering services set forth in Section 2.02 of this Contract.

“Work Order” means the written notification by the Director to the ENGINEER identifying the Project for which services are required, and the maximum amount payable to be paid by the COUNTY for the Services identified.

ARTICLE II
SCOPE OF EMPLOYMENT

2.01 GENERAL

The ENGINEER shall perform all the Services specified in Section 2.02 of this Contract for each Work Order ENGINEER receives from the Director. ENGINEER must comply with all the requirements of Section 2.03 for each Work Order received from the Director. If a sub-consultant is required to perform Services, the ENGINEER shall recommend a sub-consultant for approval by the COUNTY.

The Services set out in Section 2.02 shall not be performed until all the following conditions are met:

A. The appropriate funding arrangements have been made for the Project(s) identified in the Work Order and the amounts to be paid to the ENGINEER for the Services anticipated in connection with this Contract; and,

B. The Clark County Board of Commissioners has awarded the construction contract for the Project(s), and,

C. The Director has issued a Work Order.

2.02 SERVICES

Beginning on the date the ENGINEER receives a Work Order from the Director and after the conditions in Section 2.01 of this Contract have been met, the ENGINEER shall begin and furnish all Services requested by the COUNTY and necessary for the COUNTY to construct a good and serviceable Project(s). The Services performed for each work order shall be as follows:

A. Sample and test soils, aggregates, asphaltic concretes, Portland cement concretes, and other materials in accordance with the COUNTY Standard Specifications and Contract Documents, as required by the Director, and provide the results of such sampling and testing to the Contractor and to the COUNTY.

B. Attend progress meetings, job conferences, and other meetings related to Project material testing when requested.
C. Acquire samples for laboratory testing and receive samples which are furnished at the Project site by Contractor.

D. Review Contractor’s Quality Control daily testing results to insure they are complete, timely and within the scope of the Contract specifications as described in Section 105.19 of the Special Provisions and the Uniform Standard Specifications.

E. Report to the COUNTY whenever the ENGINEER believes that any work is unsatisfactory, faulty, defective or does not conform with the Contract Documents, or does not meet the requirements of any material inspections, tests or approvals required to be made, and advise the COUNTY when he believes any of the work should be corrected or rejected or should be uncovered for inspection, or requires special testing.

Keep a daily diary or log book recording the quality assurance field testing on the Project site and specific observations in more detail as in the case of observing test procedures, and send copies to the COUNTY with the monthly Quality Assurance Report.

F. The testing laboratory shall be an AASHTO R-18 accredited laboratory for the relevant AASHTO and ASTM testing. The laboratory must comply with ASTM C1077, D3666 and D3740 for their respective testing.

G. Provide access to quality assurance records and meet with COUNTY to conduct the final lab and field testing review.

H. Receive, review, and analyze samples, catalogue data, laboratory tests of materials and other data which the Contractor submits as a joint sample in accordance with the Contract Documents. Maintain a log of lab testing submittals, and test results.

I. Prepare an electronic database transfer of monthly laboratory and field testing using Spectraquest software. The laboratory data input requirements for the software is as follows:
   • Calibrated equipment used for the Project;
   • Technicians that will be performing tests for the Project;
   • All raw data for each test performed in the laboratory or field for the Project and only those programmed in the software; and
   • The laboratory must use the Clark County source and other identification lists in order for the County database to be consistent across all contracts.

All data shall be transmitted daily via email to the Clark County email address Qestlab@co.clark.nv.us.
The laboratory shall dedicate a laptop that will allow for a VPN connection for the purpose of using the Spectraqest software with the following minimum specifications for the duration of the Contract:

- Pentium 4, 2 GHz, 512 MB or better with 5 GB of free hard drive space
- Monitor supporting a 1024 x 768 resolution
- CD-ROM drive
- LAN connection
- Windows XP Professional or Windows 2000 operating system

The ENGINEER shall contact the Clark County representative to arrange for the acquisition of a license for the duration of the Contract and the installation of the software.

The County will assist where needed in the coordination of the setup and daily operation. The contact for the County is:

_Hiram Sedano_
Quality Assurance Senior Technician
Construction Management Division
702-455-7429  email: HIRAMS@co.clark.nv.us

J. Prepare and provide a monthly Quality Assurance report detailing and analyzing all material tests performed. The monthly Quality Assurance report shall be sealed by a Nevada Licensed Professional Engineer, and submitted with the monthly invoice.

K. Provide for use of the ENGINEER'S personnel a lap top computer and all standard specifications applicable to the Project (AASHTO, ASTM, AWWA, REA, Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, NDOT Standard Specifications for Road and Bridge Construction, etc.).

2.03 OTHER REQUIREMENTS

ENGINEER must comply with the following requirements when performing a Work Order.

A. Vehicles used on a Project by the ENGINEER'S Project representative(s) and other personnel performing on-site observation shall be conspicuously marked so as to identify personnel of the ENGINEER for the benefit of the public. Markings may be magnetic or otherwise removable but must be displayed while on a Project.

B. The ENGINEER shall provide his on-site personnel a cellular telephone to facilitate communication with the COUNTY.

C. All testing technicians performing Quality Assurance testing shall be NAQTC/ACI certified for the tests they perform.
2.04 COORDINATION

The ENGINEER shall coordinate with the on-site COUNTY personnel for testing and sampling.

2.05 HOLIDAYS

For work under this Project, the ENGINEER’S holidays shall be defined as the same as the COUNTY’s holidays called out in the construction contract.

ARTICLE III
PAYMENT FOR SERVICES

3.01 MAXIMUM AMOUNT PAYABLE

Subject to the approval of funding for the specific Project(s) identified in the Work Order, the maximum amount payable for the Services in a Work Order is based the laboratory testing fees and hourly personnel rates as stated in the attached Fee Schedule. In no case shall the total amount payable for all Work Orders, combined, issued pursuant to this Contract exceed the sum of Seventy-Five Thousand Dollars and 00/100 ($75,000.00), unless such sum is increased by the Board of County Commissioners but only to the extent such total sum is increased.

3.02 METHOD OF PAYMENT FOR SERVICES

The maximum amount the COUNTY will pay to ENGINEER for each laboratory test, which includes laboratory test related work, is set forth in the attached Fee Schedule. The maximum amount the County will pay to ENGINEER for all Services not related to laboratory testing will be based on the number of personnel hours worked. The Fee Schedule sets forth hourly personnel rates.

The ENGINEER will be paid on the basis of monthly invoice, submitted by the ENGINEER and approved by the Director, listing the laboratory tests performed and number of personnel hours worked during the preceding month.

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

Pursuant to NRS Chapter 338, the parties hereby agree that no penalty will be imposed upon the COUNTY for failure to pay the ENGINEER in a timely manner nor will the COUNTY require a discount for timely payment in accordance with the terms set forth in this Contract.
ARTICLE IV
APPROVALS

An approval by the Director, or any other instrumentality of COUNTY, of any part of ENGINEER’S performance shall not be construed to waive compliance with this Contract or to establish a standard of performance other than that established by law unless such approval is in writing and expressly refers to:

A. Specific items and the characteristics of such items subject to such a waiver.

B. This Article IV, and in such event such a waiver shall only be effective as to the specific items and the characteristics thereof identified in the writing.

ARTICLE V
TERM AND TERMINATION

5.01 IN GENERAL

Subject to the provisions set forth in Sections 5.02 and 5.03, hereof, the ENGINEER shall perform the Services requested by the Director as set forth in this Contract during the time period beginning February 19, 2008, and ending after acceptance of all Project(s) assigned to the ENGINEER by Work Orders provided to the ENGINEER before February 19, 2009.

No new work orders will be provided to the ENGINEER after February 19, 2009; however, work to be done under the authorized work orders can and may need to continue until each construction Project assigned to the ENGINEER is complete.

5.02 TIME EXTENSIONS

Upon written request of the ENGINEER, the Director shall grant time extensions to the extent of any delays caused by the COUNTY or other agencies with whom the Services must be coordinated and over whom ENGINEER has no control, but only to the extent that the exercise of due diligence and care on the part of the ENGINEER within the scope of this Contract could not have avoided such delays and to the extent of any delays caused by force majeure, as that term is defined in Section 7.09 hereof.

5.03 TERMINATION BY THE COUNTY

The Clark County Board of Commissioners may terminate this Contract at any time by giving thirty (30) days notice of termination in writing to the ENGINEER. Upon receipt of such notice, the ENGINEER shall, unless the notice directs otherwise, immediately discontinue providing the Services and Work Orders and shall proceed to cancel promptly all existing orders, and contracts insofar as such orders, or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the ENGINEER shall submit a statement showing in detail the Services performed and amount paid to the ENGINEER under this Contract to the date of termination. The COUNTY shall then pay the ENGINEER promptly for all Services provided to the date of termination minus the amount previously paid.
ARTICLE VI
INSURANCE

6.01 IN GENERAL

The ENGINEER shall obtain and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property or other losses which may arise from or in connection with ENGINEER'S negligence or fault in the performance of the work hereunder by the ENGINEER, the ENGINEER'S agents, representatives, employees, or subcontractors of any tier.

6.02 INSURANCE COVERAGE

The ENGINEER will provide the COUNTY with certificates of insurance for coverage as listed below and endorsements establishing coverage required by this Contract within ten (10) calendar days after approval of this Contract by the Clark County Board of Commissioners. The certificate of endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. The insurance coverages are to be in the following amounts:

A. The ENGINEER will maintain general liability coverage at limits of no less than One Million and 00/100 Dollars ($1,000,000.00) specified combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Coverage shall be on an “occurrence basis” only and not on a “claims made” basis; and the coverage must be provided on ISO commercial liability or on ISO broad form comprehensive general liability forms with no exception to the coverage provided in such forms. The policies must include, but not be limited to, coverage for bodily injury, personal injury, broad form property damages, premises operations, severability of interest, products and completed operations, contractual and independent contractors. The COUNTY, its officers, its employees, and its volunteers must be expressly covered as “additional insureds.”

B. Maintain automobile coverage at limits of no less than One Million and 00/100 Dollars ($1,000,000.00) combined single limit “per accident” for bodily injury and property damage for all owned automobiles, non-owned automobiles, hired automobiles, or any automobile. The COUNTY, its officers and its employees, and its designated volunteers must be expressly covered as additional insureds.
C. Maintain professional liability insurance at limits of no less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence to insure against claims or losses arising out of performance of the services provided by the ENGINEER, the ENGINEER’S agents, representatives or employees pursuant to the ENGINEER’S Contract with the COUNTY. “Claims made” insurance coverage will continue for a period of three (3) years beyond the term of this Contract. Any retroactive date must coincide with or predate the date of this Contract and may not be advanced without the COUNTY’s consent. The ENGINEER’S professional liability insurance must provide coverage for the ENGINEER’S subcontractor if the subcontractor does not maintain professional liability insurance in the same amounts and manner as required for the ENGINEER.

All deductibles and self-insured retention shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed Twenty-Five Thousand and 00/100 Dollars ($25,000.00) with respect to coverage provided for in Paragraphs A and B above, and One Hundred Thousand and 00/100 Dollars ($100,000.00) with respect to coverage provided for in Paragraph C, without written approval of the COUNTY. If aggregate limits are imposed on bodily injury and property damage and professional liability coverage, the amount of such a limit must not be less than twice the amount of the limits required herein. All aggregates must be fully disclosed and the amount must be entered on the required certificate of insurance. Any notice given to the ENGINEER with respect to the exhaustion of limits of insurance shall also be sent to the COUNTY. Each insurance company’s rating as shown in the latest Best’s Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the ENGINEER, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the COUNTY.

6.03 ADDITIONAL COVERAGE

The ENGINEER’S insurance shall be primary as respects the COUNTY, its officers and its employees and its volunteers. Any other coverage available to the COUNTY, its officers and its employees shall be in excess over the insurance required of the ENGINEER. The insurance requirements specified herein do not relieve the ENGINEER of his responsibility or limit the amount of the ENGINEER’S liability to the COUNTY or other persons, and the ENGINEER is encouraged to purchase such additional insurance as the ENGINEER deems necessary.

6.04 NOTICE OF CANCELLATION

The insurance certificates supplied by ENGINEER must provide for a thirty (30) day notice to the COUNTY before implementation of a proposal to cancel the required insurance coverage. This notice requirement does not waive the insurance requirements contained herein. In addition, the ENGINEER shall notify the COUNTY within thirty (30) days of any reduction in coverage or limits.
6.05 COUNTY' S REMEDIES

If the ENGINEER fails to maintain any of the insurance coverage required under this Contract, the COUNTY will have the option to declare the ENGINEER in breach of this Contract, and:

A. Terminate the Contract.
B. Purchase replacement insurance.
C. Pay the premiums that are due on existing policies in order that the required coverage may be maintained.

The ENGINEER is responsible for any costs incurred by the COUNTY to maintain or replace such insurance, and the COUNTY may collect such costs from the ENGINEER or deduct the amount of such costs from any amount due the ENGINEER under this Contract.

6.06 SPECIAL CONDITIONS

A. ENGINEER agrees, as a condition precedent to the performance of any work under this Contract and as a precondition to any obligation of COUNTY to make any payment under this Contract, to provide COUNTY with a certificate issued by the Employer’s Insurance Company of Nevada or other approved insuring organization in accordance with Nevada Revised Statutes Chapter 616, A-D, inclusive. Prior to the expiration or cancellation of such coverage, ENGINEER shall provide COUNTY with proof of continued coverage as a condition precedent to the continuation of work and payments under this Contract.

B. ENGINEER agrees to maintain coverage for industrial insurance pursuant to the terms of Nevada Revised Statutes Chapter 616 throughout the term of this Contract. If ENGINEER does not maintain such coverage, or fails to provide proof of continued coverage, ENGINEER agrees that COUNTY may withhold payment, order the ENGINEER to stop work, suspend the Contract or terminate the Contract.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.01 INDEPENDENT CONTRACTOR

The relationship of the ENGINEER to the COUNTY shall be that of an independent Contractor.

7.02 BUSINESS STRUCTURE AND ASSIGNMENTS

The ENGINEER shall not assign this Contract or dispose of all or substantially all of its assets without the written consent of the Clark County Board of Commissioners.
7.03 SUB-CONSULTANTS

The ENGINEER shall not subcontract any part of its performance under this Contract without the written consent of the Director.

7.04 PARTIES IN INTEREST

This Contract shall not bestow any rights upon any third party, but rather, shall bind and benefit the COUNTY and the ENGINEER only.

7.05 NON-WAIVER

Failure of either party hereto to insist on the strict performance of any part of this Contract or to exercise any rights or remedies accruing hereunder upon the fault or failure of performance, shall not be considered a waiver of the right to insist upon and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

7.06 APPLICABLE LAWS

This Contract is subject to all laws of the State of Nevada, the Ordinances of the County of Clark, Nevada, the laws of the federal government of the United States of America, and all of the rules and regulations of any regulatory body or officer having jurisdiction.

7.07 NOTICES

All notices required or permitted hereunder shall be in writing and shall be deemed delivered three (3) days after deposit in a United States Postal Service Post Office receptacle with proper postage affixed (certified mail, return receipt requested) and addressed to the respective other party at the address prescribed in the preamble of this Contract.

7.08 TITLE TO PROPERTY; COPYRIGHTS

The ENGINEER shall furnish to the COUNTY all field notes, reports, data, and electronic or magnetic media, and original tracings of all drawings and plans, maps, photographs and other materials including, if requested by the Director, design computations, design sketches and review drawings, prepared pursuant to this Contract, hereinafter collectively referred to as Documents. The originals of such Documents shall be and remain the property of the COUNTY.
All such Documents shall be deemed to be works made for hire prepared for the COUNTY. The ownership of all copyrights and all rights embodied in the copyrights in or to such Documents shall rest in the COUNTY when any of the Documents are subject to copyright. The ENGINEER agrees that neither it nor any of its employees shall have any right to copyright any of the Documents. The ENGINEER further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to the Documents, unless authorized to do so by the Clark County Board of Commissioners. The ENGINEER shall place a conspicuous notation upon each of the Documents which indicates that the copyright thereto is owned by the COUNTY.

Should it be finally determined by a court or other tribunal of competent jurisdiction, that any of the Documents is not a works made for hire, it is agreed that the provisions of this section shall be termed an assignment, sale and transfer of the copyright in or to such Document to the COUNTY for the longest term allowed by law. Notwithstanding the foregoing, the ENGINEER may retain copies of the Documents and such copies shall remain the property of the ENGINEER. The ENGINEER shall have the right to use such copies as it may desire, but the ENGINEER may not sell, license or otherwise market the Documents.

7.09 IMMUNITY FOR INCORRECT DATE GENERATION

The COUNTY, its officers and employees shall be immune for any breach of this Contract caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the COUNTY, its officers or employees, regardless of the cause of the error, pursuant to NRS 41.0321.

7.10 FORCE MAJEURE

In the event either party is rendered unable, wholly or in part by force majeure to carry out any of its obligations under this Contract, it is agreed that on such party's giving notice of the particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure, and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall, as far as possible, be remedied with all reasonable dispatch. In such an event, the ENGINEER shall provide an updated schedule satisfactory to the COUNTY for the completion of the remaining work called for under this Contract.

The term force majeure as used herein, shall include acts of God, acts of the public enemy, war, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, and restraints of government and people, explosions, breakage and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided. The term force majeure as used herein, does not include strikes, lockouts, work slowdowns, and other labor disturbances.
7.11 INSPECTIONS AND AUDITS

The Director shall have the right to perform, or cause to be performed, audits of the books and records of the ENGINEER and inspections of all places where work is undertaken in connection with this Contract, provided that the ENGINEER shall not be required to keep such books and records longer than three (3) years after the termination of this Contract.

7.12 COOPERATION BY THE COUNTY

In addition to its other duties under this Contract, the COUNTY shall provide access to the ENGINEER for all data and allow ENGINEER to make copies of Documents in the possession or control of the COUNTY, or available to the COUNTY, which are requested by the ENGINEER and are reasonably necessary for the ENGINEER to perform the Services.

7.13--INDEMNIFICATION

Engineer agrees to indemnify, defend and hold harmless County and all its officers, agents, employees and independent contractors and each of them from and against any and all claims, causes of action, liabilities, losses, costs, damages and/or expenses, including but not limited to reasonable attorneys fees, in law or at equity of every kind whatsoever including, but not limited to, personal or bodily injury or death of any person or persons or damage to property of any kind caused in whole or in part by the negligence, errors, omissions, recklessness or intentional misconduct by Engineer or its employees, agents, subcontractors, consultants, successors or assigns arising out of or in connection with the performance of this Contract. Engineer's obligation to indemnify, defend and hold harmless includes all allegations including, but not limited to, those which may be frivolous, fraudulent, groundless, false or without merit.

Engineer will not be required to defend, indemnify or hold harmless the public body or the employees, officers or agents of the County from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the County.

This section survives termination of this Contract.

7.14 ENFORCEMENT OF TERMS

If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action shall be entitled to its reasonable attorney fees to be paid by the losing party, as fixed by the court.
7.15—ENTIRE AGREEMENT

This Contract contains all of the agreements of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date herein above set forth.

CLARK COUNTY, NEVADA

BY: ____________________________

VIRGINIA VALENTINE
County Manager

BY: ____________________________

WILLIAM W. TAYLOR
Vice President

ATTEST

BY: ____________________________

SHIRLEY B. PARRAGUIRRE
County Clerk

APPROVED AS TO FORM

BY: ____________________________

LAURA REHFELEDT
Deputy District Attorney
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business:  

☐ Individual  ☐ Partnership  ☐ Limited Liability Company  ☑ Corporation  ☐ Trust  ☐ Other

Business Name: (include d.b.a., if applicable) 
GeoTek, Inc.

Business Address:  
6835 South Escondido Street, Suite A  
Las Vegas, NV 89119

Business Telephone:  (702) 897-1424

Disclosure of Ownership and Principals:
All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. “Business 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. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ryne C. Stoker</td>
<td>President</td>
</tr>
<tr>
<td>Timothy Metcalfe</td>
<td>Executive Vice President</td>
</tr>
<tr>
<td>Danny Joe Barnett</td>
<td>Executive Vice President</td>
</tr>
</tbody>
</table>

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/Capacity]  

William W. Taylor  
Print Name

[Date]  
1/3/08

GEOTEK
QA STAFF AUGMENTATION FOR VARIOUS CCPW PROJECTS
01/15/2008 – 1/15/2009
GEOTEK, INC.-2008 SCHEDULE OF FEES - LAS VEGAS

GEOTECHNICAL, ENVIRONMENTAL & CONSTRUCTION TESTING

PROFESSIONAL FEES

All fees are per hour

Principal $149.00
Project Professional $125.00
Staff Professional $113.00
Inspector- NAQTC $100.00
Senior Inspector $76.00
Inspector $72.00

Technician $65.00
Project Administration $58.00
Expert Witness/Deposition (4 hr min) $450.00

OTHER FEES AND EXPENSES

Rates per hour unless otherwise noted and exclude personnel

Seismic Timer $43.00
Torque Wrench/ Calibration Device $20.00
Drilling $295.00
Backhoe $130.00
Floor Flatness Measuring Device $41.00
Pickup/Delivery $58.00

Copies-Wet Stamped Letters per copy $31.00
Copies-Wet Stamped Reports per copy $63.00
Micrometer $26.00
Asphalt/Concrete Coring Equipment $100.00
Impact Hammer $28.00
Outside Service Cost Plus 20%

LABORATORY RATES

All rates are per test or sample unless otherwise noted:

Liquid/Plastic Limits $119.00
Sieve, Coarse & Fine with ~200 mesh $137.00
Sieve, Coarse or Fine without wash $90.00
Sieve, Coarse Aggregate with ~200 mesh $112.00
Sieve, Fine Aggregate with ~200 mesh $112.00
Hydrometer using estimated soil spg $151.00
Hydrometer with soil specific gravity $283.00
Specific Gravity, Soils $172.00
Sand Equivalent $150.00
Swell, in-situ $83.00
Swell, remolded $95.00
Moisture Content $29.00
Moisture/ Density Relationship (Proctor) $238.00
Proctor Check Point $71.00
pH Test $74.00
Solubility $70.00
R-Value $328.00
Unconfined Compressive Strength $230.00
Concrete Cylinder Compressive Strength $22.00
Concrete Core Compressive Strength $72.00
Flexural Strength of Concrete $74.00
Masonry Prism Compressive Strength $125.00
Mortar Compressive Strength $22.00
Grout Cylinder Compressive Strength $22.00

Consolidation- in situ $220.00
Consolidation- remolded $255.00
Direct Shear- in situ $185.00
Direct Shear-remolded $259.00
Moisture/ Density, ring sample $50.00
Permeability- Falling Head $304.00
Permeability- con. head $436.00
Organic Content by ignition $88.00
Soluble Sulfates in Soil $74.00
Harvard Miniature $175.00
Specific Gravity, Coarse or Fine $106.00
Fractured Faces $99.00
Flat and Enlongated Particles $150.00
Clay Lumps and Friable Particles $100.00
Lightweight Pieces $146.00
Cleanliness Value $181.00
Organic Impurities, Colorometric $86.00
Abrasion Resistance, I.A $218.00
Soundness, Na or Mg $267.00
Extraction and Gradation $326.00
Density of Cores, set of 2 $66.00
Max Specific Gravity of Mix (Rice’s) $110.00
4" Marshall Stab, Flow, Unit Wt $278.00
6" Marshall Stab, Flow, Unit Wt $305.00
Hveem Stability, Unit Wt $292.00
Asphalt Content by Ignition Oven $150.00
Ignition Oven Calibration $337.00

(Other Tests by Quote)

NOTES:
1. An overtime rate of 1.5 is charged after 8 hours per day Saturdays for all field services.
2. Rates for Sundays, holidays, and over 12 hours per day – billed at the above multiplied by 2.0
3. A minimum charge of 4 working hours per trip will be assessed for all field services
4. Consumables include transducers/angle wedges, paint markers, tape, rags.
5. A minimum of 24 hours notice is required to schedule or cancel personnel, otherwise, a show-up charge will be assessed.
6. Fees for most frequent services are presented. Rates for additional services available upon request.