PROFESSIONAL SERVICES CONTRACT
FOR STAFF AUGMENTATION FOR QUALITY ASSURANCE OR INDEPENDENT ASSURANCE TESTING AND INSPECTION ON VARIOUS PUBLIC WORKS PROJECTS

THIS CONTRACT ("Contract"), made and entered into this 3rd day of May, 2022, between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter referred to as COUNTY and Aztech Inspections & Testing, LLC, 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
Denis Cederburg, Director of Public Works
Clark County, Nevada
500 South Grand Central Parkway
Las Vegas, Nevada 89155-4000

ENGINEER
Claire Kohatsu, P.E.
Aztech Inspections & Testing, LLC
4700 Copper Sage Street
Las Vegas, Nevada 89115

WITNESSETH

WHEREAS, the COUNTY desires to obtain Laboratory and Field Testing or Inspection services for Quality Assurance or Independent Assurance 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:

"CM Manual" means the Construction Management Manual dated July 13, 2016, or as amended, which provides information on the Policies for Performing Quality Assurance, Contract Administration, and Independent Assurance for Clark County Public Works.

"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 and Field testing or Inspection per unit or hourly rates for personnel used through the term of this contract. The Fee Schedule is attached hereto as Exhibit "A".

"Project" means a construction project awarded by the Board of County Commissioners, as described in a Work Order.

"Services" means Quality Assurance or Independent Assurance Laboratory and Field Testing or Inspection services along with the engineering services set forth in a work order and in Sections 2.02 and 2.03 of this Contract.

"Work Order" means the written notification by the COUNTY to the ENGINEER identifying the Project, the Quality Assurance or Independent Assurance Service 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 COUNTY. ENGINEER must comply with all the requirements of Section 2.03 for each Work Order received from the COUNTY. If a sub-consultant is required to perform Services, the ENGINEER shall recommend a sub-consultant subject to 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 COUNTY 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, pursuant to the work order, and necessary for the COUNTY to construct a good and serviceable Project(s).

The Services to be performed for Quality Assurance work orders shall be as follows:

A. Sample and test soils, aggregates, asphaltic concretes, Portland cement concretes, and other materials in accordance with the Standard Specifications, Contract Documents (including referenced Table 1) or as required by the COUNTY, and provide the results of such sampling and testing to the COUNTY and/or the CONTRACTOR if directed to do so. The testing frequency shall be a minimum of 10% for non-structural components and 30% for structural components as designated by the COUNTY.

B. When requested by the COUNTY, the ENGINEER shall attend project progress meetings, job conferences, and other meetings as appropriate.

C. In accordance with the CM Manual and as described in the Special Provisions and the Uniform Standard Specifications of Project Contract Documents, review the Contractor' s Quality Control testing results to evaluate they are complete, and within the scope of the Project contract specifications Sections 105.19-105.23, 111, 112, 113, 114, 115, 117 of the Special Provisions and the Uniform Standard Specifications. The ENGINEER shall report findings/discrepancies to the COUNTY as soon as practical.

D. Provide for use of the ENGINEER'S staff, access to all applicable 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.)

E. The testing laboratory shall be an AMRL or CMEC AASHTO R-18 accredited laboratory for the relevant AASHTO and ASTM testing. The laboratory must comply with ASTM C1077, D3666 and D3740 and be accredited for each test performed.

F. Field Testing and Inspection reports shall be given directly to onsite COUNTY personnel prior to leaving the site each day and shall be uploaded to Submittal Exchange the following day.

G. Meet with the COUNTY as requested to conduct the final inspection and lab and field testing review

H. Laboratory Testing results shall be uploaded to Submittal Exchange per the same test reporting times as Contractor QC which are listed in Table 2

I. Prepare and provide a monthly report detailing and analyzing all material tests performed which includes the testing ratios. The monthly Quality Assurance report shall be sealed by a Nevada Licensed Professional Engineer, and uploaded to Submittal Exchange by the 15th of the following month. A hard copy of the monthly report may be required with the monthly invoice.

J. Any/all material testing or inspections completed by a sub-consultant shall be included in the monthly report as a separate section and shall be sealed by those sub-consultants own Nevada Licensed Professional Engineer.

K. ENGINEER shall provide test result verification per CM Manual as requested by the COUNTY.

L. If requested by the COUNTY, use validation forms, as supplied by the COUNTY, to verify the density testing.

M. ENGINEER shall provide QA/QC testing ratios on a monthly basis within one week of QC test results being available.

N. Except for the requirements for the Independent Assurance work orders, comply with all other provisions of this contract.

The Services to be performed for Independent Assurance work orders are as follows:

A. Sample and test soils, aggregates, asphaltic concretes, Portland cement concretes, and other materials in accordance with the Standard Specifications, Contract Documents (including referenced Table 1) or as required by the COUNTY, and provide the results of such sampling and testing to the COUNTY Quality Assurance Section and retain for the final IA report. The Independent Assurance testing frequency shall be a minimum of 1% of QC testing frequency as designated by the CM Manual.

B. When requested by the COUNTY, the ENGINEER shall attend project progress meetings, job conferences, and other meetings as appropriate.

C. In accordance with the CM Manual and as described in the Special Provisions and the Uniform Standard Specifications of Project Contract Documents, review the Contractor's Quality Control testing results to evaluate they are complete, and within the scope of the Project contract specifications Sections 105.19-105.24, 111, 112, 113, 114, 115, 117 of the Special Provisions and the Uniform Standard Specifications. The ENGINEER shall report findings/discrepancies to the COUNTY as soon as practical.

D. Provide for use of the ENGINEER'S staff, access to all applicable 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.)

E. The testing laboratory shall be an AMRL or CMEC AASHTO R-18 accredited laboratory for the relevant AASHTO and ASTM testing. The laboratory must comply with ASTM C1077, D3666 and D3740 and be accredited for each test performed.

F. Independent Assurance Field Testing and Inspection reports shall be given directly to COUNTY Quality Assurance Section personnel and retained for the final report.

G. Meet with the COUNTY as requested to conduct the final inspection and lab and field testing review.

H. Independent Assurance laboratory results shall be the same test reporting times as Contractor QC which are listed in Table 2.

I. Any/all material tests or reports shall be sealed by a Nevada Licensed Professional Engineer.

J. Any/all material testing or inspections completed by a sub-consultant shall be included in the Independent Assurance report and shall be sealed by the sub-consultants own Nevada Licensed Professional Engineer.

K. ENGINEER shall provide test results that validate QA & QC per CM Manual as requested by the COUNTY.

L. Use validation forms, as supplied by the COUNTY, to verify the density testing.

M. Acquire or receive split samples for laboratory testing which are furnished at the Project site by Contractor as designated in the CM Manual.

N. Keep a daily diary or log book recording the field testing and inspection on the Project site and specific observations in more detail as in the case of observing test procedures, and immediately send the report to the COUNTY Quality Assurance Section and retain for the final Independent Assurance report. The reporting shall include the information as indicated in the CM Manual.

O. Receive, review, and analyze samples, catalogue data, laboratory tests of materials and other data which the Contractor submits as an Independent Assurance sample in accordance with the Contract Documents and CM Manual.

P. Maintain a log of lab testing submittals, and test results.

Q. Report to the COUNTY after the ENGINEER has conducted the Independent Assurance process in accordance with the CM Manual. The reporting shall be to the Quality Assurance Section independently from the on-site COUNTY personnel. The ENGINEER shall advise the COUNTY when he believes any of the work should be corrected or rejected or requires special testing.

R. If requested by the COUNTY, provide QA/QC testing ratios.

S. Except the requirements for the Quality Assurance work orders, all other provisions of this contract.

2.03--OTHER REQUIREMENTS

A. ENGINEER must comply with the following requirements when performing a Work Order. 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. Provide inspection and testing documentation organized and uploaded to Submittal Exchange as per the CM Manual. The format of the documents shall be as that on the Clark County QA/QC website at: *http://www.clarkcountynv.gov/Depts/public_works/construction_mgmt/Pages/Materials.aspx*

D. When offered, the ENGINEER staff shall attend a training class provided by the COUNTY for overview of the Construction Manual.

E. All testing technicians performing field or laboratory testing shall be NAQTC/ACI or WAQTC certified for the tests they perform.

F. All inspectors shall be certified by a nationally recognized organization in the particular area of inspection.

G. Field or Laboratory testing not conducted according to applicable procedures shall not be paid for and will result in a reduction of payment of the contract. ENGINEER shall be familiar with and adhere to the procedures in the Construction Management Manual.

2.04--COORDINATION

The ENGINEER shall communicate directly with the COUNTY personnel upon each visit to the Project for inspection, testing or sampling.

The ENGINEER and the COUNTY shall designate a primary point of contact for each Work Order and notify each other immediately if it changes.

The ENGINEER shall, at all times, cooperate with the other consultants and/or COUNTY personnel associated with the Project.

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 Project 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 field and laboratory testing fees or 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 Two -Hundred Thousand Dollars and 00/100 ($200,000.00), 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 and Field test, which includes the result review by the P.E. and any manager's necessary as related to the 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 COUNTY, 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 COUNTY unless the COUNTY 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 COUNTY as set forth in this Contract during the time period beginning April 19th, 2022 and ending after acceptance of all Project(s) assigned to the ENGINEER by Work Orders provided to the ENGINEER but no later than December 31, 2024.

Except as otherwise provided herein, this Contract shall remain in effect until December 31, 2024.

5.02--TIME EXTENSIONS

Upon written request of the ENGINEER, the COUNTY 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 7.10 hereof.

5.03--TERMINATION BY THE COUNTY

The Director may terminate this Contract at any time by giving thirty (30) day 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. The cost of such insurance shall be included in the ENGINEER'S basic service fee.

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. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. The COUNTY, its officers, its employees, and its volunteers must be expressly covered as "additional insured's."

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 insured's.

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, except as to professional liability, 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 below the minimums set forth in Section 6.02, including when aggregate limits are reduced more than seventy-five percent (75%) as a result of incurred losses under the policy.

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--SUBCONSULTANTS

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

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 COUNTY, 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--NO LIABILITY FOR INCORRECT DATE GENERATION

The COUNTY, its officers and employees shall not be liable 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.

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 inabilities 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 COUNTY 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

Professional Liability

ENGINEER agrees to indemnify 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, proceedings, liabilities, losses, costs, damages and/or expenses, including but not limited to, reasonable attorney's 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 to the extent caused 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 agrees to defend, indemnify 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, proceedings, liabilities, losses, costs, damages and/or expenses, including, but not limited to, reasonable attorney's fees, in law or in 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 by the negligence, errors, omissions, recklessness or intentional misconduct of the ENGINEER or the employees, agents, subcontractors, consultants, successors or assigns of the ENGINEER which are not based upon or arising out of 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.

General and Automobile Liability:

As to acts or omissions which do not arise directly out of the performance of the professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, ENGINEER agrees to indemnify, defend (at COUNTY's option), and hold harmless COUNTY, its officers, employees from and against any and all losses, damages, fines, liability, claims, demands, causes of action, costs, expenses, judgments, including but not limited to reasonable costs of investigation, reasonable attorneys fees and expenses, reasonable consultants' fees and expenses, reasonable expert witnesses' fees and expenses and all court or arbitration or other alternative dispute resolution costs arising out of or in connection with the ENGINEER and its principals, employees, agents, consultants, and/or contractors.

This Section 7.13 survives termination and expiration 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--NON-DISCRIMINATION

ENGINEER acknowledges that the COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. ENGINEER recognizes that if they or their 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 expression, age, disability, national origin, or any other protected status, the COUNTY may declare the ENGINEER in breach of the Contract, terminate the Contract, and designate the ENGINEER as non-responsible.

7.16--COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement and each of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

7.17--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: _____

RANDALL J. TARR
Deputy County Manager

Aztech Inspections & Testing, LLC

BY: Claire Kohatsu

CLAIRE KOHATSU, P.E.
Member

APPROVED AS TO FORM

BY: Laura C. Rehfeldt

LAURA C. REHFELDT
Deputy District Attorney

EXHIBIT "A"

Personnel Classification	Hourly Rate
Field Technicians	$100.00
Inspector	$103.00
Coring Technicians Rate	$135.00
Project Manager	$123.00
Professional Engineer	$150.00
Clerical	$75.00

Included - Included in hourly/test rate

Subcontracted - Subcontracted test

Concrete

Flexural Strength of Concrete	$90.00		C78 (ASTM)	
Obtaining and Testing Drilled Cores and Sawed Beams of Concrete	$112.00		C42 (ASTM)	
Concrete Field Sample Inlcuding the following tests: Compressive Strength (5) Cylinders, Slump, Temperature, Unit Weight, and Air Content of Freshly Mixed Concrete by the Pressure Method.	$125/Set of 5		C39, C231, 143 (ASTM)	
Making and Curing Concrete Test Specimens in the Field	Included with compressive strength		C31 (ASTM)	
Measuring Thickness of Concrete Elements Using Drilled Concrete Cores	Included		C174 (ASTM)	
Air Content of Freshly Mixed Concrete by the Volumetric Method	Included		C173 (ASTM)	
Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete	Included		C138 (ASTM)	
Compressive Strength of Masonry Prisms	$155.00		C1314 (ASTM)	
Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens)	$29.00		C109 (ASMT)	
Sampling and Testing Grout	Field Tech Time		C1019 (ASTM)	

Aggregate

Material Finer Than 75-µm (No. 200) Sieve	Included with Sieve Analysis	T11 (AASHTO)	C117 (ASTM)	
Bulk Density and Voids in Aggregate	$116.00	T19 (AASHTO)	C29 (ASTM)	
Organic Impurities in Sands	$91.00	T21 (AASHTO)	C40 (ASTM)	
Sieve Analysis of Aggregates (Coarse and Fine With Wash)	$137.00	T27 (AASHTO)	C136 (ASTM)	
Sieve Analysis of Mineral Filler	$139.00	T37 (AASHTO)	D546 (ASTM)	
Fine Aggregate Specific Gravity and Absorption	$139.00	T84 (AASHTO)	C128 (ASTM)	
Coarse Aggregate Specific Gravity and Absorption	$112.00	T85 (AASHTO)	C127 (ASTM)	
Abrasion of Coarse Aggregate	$166.00	T96 (AASHTO)	C131 (ASTM)	
Sulfate Soundness of Aggregates	$156.00	T104 (AASHTO)	C88 (ASTM)	
Clay Lumps and Friable Particle Percentage	$86.00	T112 (AASHTO)	C142 (ASTM)	
Lightweight Pieces in Aggregate	$129.00	T113 (AASHTO)	C123 (ASTM)	
Sand Equivalent Test	$118.00	T176 (AASHTO)	D2419 (ASTM)	
Aggregate Durability Index		T210 (AASHTO)	D3744 (ASTM)	
Moisture Content of Aggregate by Oven Drying	$42.00	T255 (AASHTO)	C566 (ASTM)	
Uncompacted Void Content of Fine Aggregate		T304 (AASHTO)	C1252 (ASTM)	
Resistance to Abrasion by Micro-Deval (Coarse Aggregate)	$462.00	T327 (AASHTO)	D6928 (ASTM)	
Abrasion of Large-Size Coarse Aggregate	$158.00		C535 (ASTM)	
Flat, Elongated, or Flat and Elongated Particles	$146.00		D4791 (ASTM)	
Fractured Particles in Coarse Aggregate	$123.00		D5821 (ASTM)	T203 (NDOT)
Specific Gravity of Fine Aggregates Using Infrared			D7172 (ASTM)	
Density / Absorption of Aggregate using Vacuum Saturation			D7370 (ASTM)	
Resistance to Abrasion by Micro-Deval (Fine Aggregate)	$462.00		D7428 (ASTM)	
Evaluating Cleanness of Coarse Aggregate	$140.00			T228 (NDOT)
Methylene Blue Value of Mineral Aggregate Fillers and Fines	$123.00			T503 (NDOT)

Soil

Particle Size Analysis of Soils by Hydrometer		T88 (AASHTO)	D422 (ASTM)	
Liquid Limit of Soils and Plastic Limit of Soils (Atterberg Limits)	$137.00	T89, T90 (AASHTO)	D4318 (ASTM)	
Shrinkage Factors of Soils by Mercury Method		T92 (AASHTO)		
Moisture-Density (Proctor) of Soils, Standard Effort	$225.00	T99 (AASHTO)	D698 (ASTM)	
Moisture-Density (Proctor) of Soils, Modified Effort	$225.00	T180 (AASHTO)	D1557 (ASTM)	
Specific Gravity of Soils	$112.00	T100 (AASHTO)	D854 (ASTM)	
Moisture-Density Relations of Soil-Cement Mixtures		T134 (AASHTO)	D558 (ASTM)	
Wetting and Drying, Soil-Cement Mixtures		T135 (AASHTO)	D559 (ASTM)	
Freezing and Thawing, Soil-Cement Mixtures		T136 (AASHTO)	D560 (ASTM)	
Sand Equivalent Test	$118.00	T176 (AASHTO)	D2419 (ASTM)	
Resistance R-Value of Compacted Soils	$231.00	T190 (AASHTO)	D2844 (ASTM)	
Sand Cone In-Place Density of Soils	$53 + Field Tech Time	T191 (AASHTO)	D1556 (ASTM)	
California Bearing Ratio	$371.00	T193 (AASHTO)	D1883 (ASTM)	
Unconfined Compressive Strength of Soil	$149.00	T208 (AASHTO)	D2166 (ASTM)	
Permeability of Granular Soils		T215 (AASHTO)	D2434 (ASTM)	
One-Dimensional Consolidation of Soils	$149.00	T216 (AASHTO)	D2435 (ASTM)	
Moisture Content of Soil (Rapid Method)		T217 (AASHTO)	D4944 (ASTM)	
Direct Shear of Soils	$445.00	T236 (AASHTO)	D3080 (ASTM)	
Moisture Content of Soils	$25.00	T265 (AASHTO)	D2216 (ASTM)	
Organic Content in Soils by Loss on Ignition		T267 (AASHTO)	D2974 (ASTM)	
Unconsolidated, Undrained Triaxial Compression		T296 (AASHTO)	D2850 (ASTM)	
Consolidated, Undrained Triaxial Compression		T297 (AASHTO)	D4767 (ASTM)	
Grain-Size Analysis of Granular Soil Materials		T311 (AASHTO)		
Amount of Material Finer than a No. 200 (75-µm) Sieve	Included with Sieve Analysis		D1140 (ASTM)	
Classification of Soils (Unified System)	Included with Sieve Analysis + PI		D2487 (ASTM)	
Description and Identification of Soils (Visual-Manual)	Included with Sieve Analysis + PI		D2488 (ASTM)	
One-Dimensional Swell or Settlement of Cohesive Soils			D4546 (ASTM)	
Moisture Content of Soil by Microwave Oven			D4643 (ASTM)	
Slake Durability of Shales and Weak Rocks			D4644 (ASTM)	
Expansion Index of Soils	$165.00		D4829 (ASTM)	
Shrinkage Factors of Soils by Wax Method			D4943 (ASTM)	
pH Testing of Soils	$52.00		D4972 (ASTM)	
Hydraulic Conductivity (Flexible Wall Permeameter)			D5084 (ASTM)	
Point Load Strength Index of Rock			D5731 (ASTM)	
Gradation of Soils Using Sieve Analysis			D6913 (ASTM)	
Compressive Strength of Rock Core Specimens (Method C)			D7012 (ASTM)	

Asphalt Binder

Pressurized Aging Vessel (PAV)	$688.00	R28 (AASHTO)	D6521 (ASTM)	
Grading or Verifying Performance Grade	$1,549.00	R29 (AASHTO)		
Solubility of Asphalt Materials in Trichloroethylene	$172.00	T44 (AASHTO)	D2042 (ASTM)	
Flash Point by Cleveland Open Cup	$218.00	T48 (AASHTO)	D92 (ASTM)	
Penetration of Bituminous Materials	$144.00	T49 (AASHTO)	D5 (ASTM)	
Float Test for Bituminous Materials		T50 (AASHTO)	D139 (ASTM)	
Ductility of Bituminous Materials	$184.00	T51 (AASHTO)	D113 (ASTM)	
Softening Point of Bitumen (Ring-and-Ball)	$138.00	T53 (AASHTO)	D36 (ASTM)	
Water in Petroleum Products and Bituminous Materials		T55 (AASHTO)	D95 (ASTM)	
Distillation of Cut-Back Asphaltic Products		T78 (AASHTO)	D402 (ASTM)	
Flash Point With Tag Open-Cup Apparatus	$144.00	T79 (AASHTO)	D3143 (ASTM)	
Thin-Film Oven Test on Asphalt Materials	$263.00	T179 (AASHTO)	D1754 (ASTM)	
Kinematic Viscosity of Asphalts	$135.00	T201 (AASHTO)	D2170 (ASTM)	
Viscosity by Vacuum Capillary	$135.00	T202 (AASHTO)	D2171 (ASTM)	
Specific Gravity of Asphalt Cement	$144.00	T228 (AASHTO)	D70 (ASTM)	
Rolling Thin-Film Oven Test	$195.00	T240 (AASHTO)	D2872 (ASTM)	
Specific Gravity of Liquid Asphalts by Hydrometer		T295 (AASHTO)	D3142 (ASTM)	
Force Ductility Test of Bituminous Materials	$172.00	T300 (AASHTO)		
Elastic Recovery Test	$184.00	T301 (AASHTO)	D6084 (ASTM)	
Bending Beam Rheometer (BBR)	$321.00	T313 (AASHTO)	D6648 (ASTM)	
Direct Tension (DT)		T314 (AASHTO)	D6723 (ASTM)	
Dynamic Shear Rheometer (DSR)	$252.00	T315 (AASHTO)	D7175 (ASTM)	
Viscosity of Asphalt Binder Using Rotational Viscometer		T316 (AASHTO)	D4402 (ASTM)	
Residue of Specified Penetration (Asphalt Cement)	$149.00		D243 (ASTM)	
Specific Gravity of Bituminous Materials by Nickel Crucible			D3289 (ASTM)	
Multiple Stress Creep and Recovery (MSCR)	$545.00		D7405 (ASTM)	
Solubility of Asphalt Materials in N-Propyl Bromide			D7553 (ASTM)	

Hot Mix Asphalt

Recovery of Asphalt from Solution by Abson Method		R59 (AASHTO)	D1856 (ASTM)	
Mechanical Analysis of HMA	Included with T164	T30 (AASHTO)	D5444 (ASTM)	
Moisture or Volatile Distillates in Bituminous Paving Mixtures		T110 (AASHTO)	D1461 (ASTM)	
Quantitative Extraction of Asphalt Binder from HMA	$225.00	T164 (AASHTO)	D2172 (ASTM)	
Bulk Specific Gravity of Compacted Hot Mix Asphalt	$40.00	T166 (AASHTO)	D2726 (ASTM)	
Compressive Strength of Hot Mix Asphalt		T167 (AASHTO)	D1074 (ASTM)	
Maximum Specific Gravity of Hot Mix Asphalt Paving Mixtures	$117.00	T209 (AASHTO)	D2041 (ASTM)	
Preparation of HMA Specimens Using Marshall Apparatus	Included with T245	T245 (AASHTO)	D6926 (ASTM)	
Marshall Stability and Flow of Hot Mix Asphalt	$340.00	T245 (AASHTO)	D6927 (ASTM)	
Resistance to Deformation and Cohesion by Hveem Apparatus	$299.00	T246 (AASHTO)	D1560 (ASTM)	
Preparation of Specimens by California Kneading Compactor	$125.00	T247 (AASHTO)	D1561 (ASTM)	
Percent Air Voids in Bituminous Paving Mixtures	Included with T245+T246	T269 (AASHTO)	D3203 (ASTM)	
Bulk Specific Gravity Using Coated Specimens		T275 (AASHTO)	D1188 (ASTM)	
Moisture-Induced Damage of HMA (Tensile Strength Ratio)	$475.00	T283 (AASHTO)	D4867 (ASTM)	
Asphalt Content of Asphalt Mixtures (Nuclear Method)		T287 (AASHTO)	D4125 (ASTM)	
Asphalt Content by Ignition Method	$300.00	T308 (AASHTO)	D6307 (ASTM)	
Hot Mix Asphalt Superpave Gyratory Compactor		T312 (AASHTO)	D6925 (ASTM)	
Hamburg Wheel-Track Test		T324 (AASHTO)		
Moisture Content of HMA by Oven	$36.00	T329 (AASHTO)		
Bulk Specific Gravity Using Vacuum Sealing Method	$40.00	T331 (AASHTO)	D6752 (ASTM)	
Effect of Water on Cohesion of Bituminous Mixtures			D1075 (ASTM)	
Recovery of Asphalt from Solution by Rotavapor Apparatus			D5404 (ASTM)	
Indirect Tensile Strength (IDT)	Included with T283		D6931 (ASTM)	
Determining the Rutting Susceptibility of Asphalt Paving Mixtures Using the Asphalt Pavement Analyzer (APA) 8,000 cycles	$540.00	TP63-03 (AASHTO)		
Determining the Rutting Susceptibility of Asphalt Paving Mixtures Using the Asphalt Pavement Analyzer (APA) 20,000 cycles	$2100 for set of 3	TP63-03 (AASHTO)		

Miscellaneous

Deformed Billet-Steel Bars for Concrete Reinforcement	$74.00		A615 (ASTM)	
Axle-Steel Deformed Bars for Concrete Reinforcement	$74.00		A619 (ASTM)	

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☑ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☑ MBE	☑ WBE	☑ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed: 39

Corporate/Business Entity Name:	Aztech Inspections & Testing, LLC		
(Include d.b.a., if applicable)			
Street Address:	4700 Copper Sage Street	**Website:**	www.aztechmaterials.com
City, State and Zip Code:	Las Vegas, Nevada 89115	**POC Name:**	Claire Kohatsu, PE
		Email:	claire@aztechmaterials.com
Telephone No:	702-247-7645	**Fax No:**	702-253-1086
Nevada Local Street Address: **(If different from above)**	same as above	**Website:**	
City, State and Zip Code:		**Local Fax No:**	
Local Telephone No:		**Local POC Name:** **Email:**	

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Claire Kohatsu	Member	51
David McDonough	Member	49

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.

Claire Kohatsu
Signature

Claire Kohatsu
Print Name

Member
Title

April 6, 2022
Date

DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A	N/A	N/A	N/A

* 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