



CITY OF BULLHEAD CITY

COUNCIL COMMUNICATION

MEETING DATE: October 5, 2010

SUBJECT: Contract Amendment/Construction Testing Services with AMTI

DEPT OF ORIGIN: Public Works

DATE SUBMITTED: September 24, 2010

SUBMITTED BY: Pawan Agrawal, Public Works Director

SUMMARY:

This is a request for City Council approval of a contract amendment (No. 7) in the amount of \$7,365 to the existing construction testing services contract with AMTI adopted by Council on August 19, 2008. This contract was acquired using the Statement of Qualification process to address all testing services needed for the various City projects over a period of up to 4 years (2 years plus an option for 2 additional 1-year extensions).

The contract has been previously approved for multiple projects and amended six times to add several more projects. As a new project is incorporated into the contract each is issued a separate purchase order. The current contract time is August 20, 2008 through August 20, 2011. This seventh contract amendment will bring the total contract amount to \$188,420.

This contract amendment No. 7 will incorporate the testing services needed for the Community Park Restroom Project into our existing construction testing services contract with AMTI. These services include testing for materials and construction during site preparation and building construction for construction materials such as concrete, asphalt, and other related testing. Staff recommends City Council approve the contract amendment with AMTI in the total amount of \$7,365.

FISCAL IMPACT:

REVIEWED BY:

Fredy Vera
Finance Department

Initial Project Costs: \$7,365 to be paid out of fund 312.700.3551.7320, Community Park Renovation and Ramada Project

Future Ongoing Costs: N/A

Physical Impact (on people/space): N/A

Residual or Support/Overhead/Fringe Costs: N/A

ATTACHMENTS:

- 1) Amendment Scope to AMTI Construction Testing Services Contract (Exhibit "A")
- 2) Original Contract Adopted by Council August 19, 2008, excluding Amendments 1-6
- 3) Contract Summary

LEGAL REVIEW:

APPROVED AS TO FORM:

Tom Emery
City Attorney



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RECOMMENDATION:

Motion by the City Council to approve the contract amendment No. 7 with AMTI for construction testing services for the Community Park Restroom Project in the amount of \$7,365 as presented and authorize the City Manager or his designee to negotiate and execute a contract with all required accompanying documentation, and to approve the purchase order and subsequent payments.

APPROVED FOR SUBMITTAL BY:



Department Director

City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____ Continued To: _____

Ordinance No. _____ Referred To: _____

Approved _____ Denied _____

Other _____ File No. _____

CITY OF BULLHEAD CITY
AMENDED AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is an amendment No. 7 dated October 5, 2010 to the original agreement dated August 19, 2008, by and between the City of Bullhead City (the City) and AMTI Sunbelt, LLP (hereinafter referred to as "the Consultant").

ARTICLE I - SCOPE OF SERVICE

The Consultant agrees to provide additional professional services in accordance to the listing in Exhibit "A".

ARTICLE II - TIME OF PERFORMANCE

The original agreement expiration is August 20, 2010. The Consultant and the City of Bullhead City have the option to renew the original agreement for one (1) additional twelve (12) month period. The agreement shall automatically renew unless written notice to the contrary is filed with either party not later than the last business day (Monday through Friday) of the calendar month preceding the calendar month in which the current agreement period expires. Such notice shall be transmitted by registered or certified mail. Therefore the new amended agreement expiration is August 20, 2011.

ARTICLE III - CITY RESPONSIBILITIES

The City shall accomplish the following:

Assist the Consultant by placing at its disposal all available information pertinent to the Scope of Work for the project. Use its best efforts to secure release of other data applicable to the project held by others. Give prompt written notice to the Consultant whenever the City observes, or otherwise becomes aware of, any fault or defect in the project or non-conformance with this agreement.

ARTICLE IV - CONSULTANT RESPONSIBILITIES

The consultant shall accomplish the following:

Give prompt notice to the City whenever the Consultant observes, or otherwise becomes aware of, any fault or deficit in the project or any non-conformance with the agreement. Observe strict confidentiality in relations with all other parties regarding all of the City's proprietary information and regarding any other information obtained in connection with the representation of the City.

To the fullest extent permitted by law, the Consultant specifically agrees to indemnify, defend and hold harmless the City and all of its officers, employees and officials from all claims of damages, costs or expenses in law and equity, including reasonable attorney's fees and costs of suit that may arise out of or be related to any claims of damages to property or injury to persons received or suffered as a result of the negligent errors, acts or omission of the Consultant or any of its agents, officers, employees and/or subcontractors engaged in the performance of services under the terms of this agreement to the full extent permitted by law.

ARTICLE V - COMPENSATION

The Consultant shall be compensated for additional services in accordance with the fee schedules in Exhibit "A".

It is further agreed that the Consultant shall not bill the City, and City shall not be liable to pay, any costs in excess of this amount without specific previous written authorization to do so from the City Manager of the City of Bullhead City, in accordance with the amendment procedure described in Article VIII hereunder.

The parties further agree and acknowledge that the City is engaging Consultant as an independent contractor to provide services to the City under the terms of this agreement and that the City shall not be required, under any circumstance(s), to assume liability for the direct payment of any salary, wage, or other compensation to any person employed by the Consultant before, during, or after this agreement is in effect.

ARTICLE VI - METHOD AND SCHEDULE OF PAYMENT

The Consultant will invoice the City monthly for services rendered through the previous month, and the City agrees to pay within thirty (30) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized daily account of which personnel worked on the project with a description of work performed, as well as an itemization of all reimbursable expenses, which must be documented with copies of receipts whenever possible.



All invoices must include a description of the service performed.

ARTICLE VII - TERMINATION

It is agreed that the City may cancel or terminate this agreement at any time with a thirty (30) day written notice to the Consultant. In the event such termination occurs prior to completion of the Scope of Work provided herein, the City agrees to pay the Consultant for work actually performed in accordance with the terms of this agreement through the cancellation date.

ARTICLE VIII - CHANGES

The City may, from time to time, require changes in the Scope of Work by the Consultant to be performed hereunder. Such changes which are mutually agreed upon by and between the City and the Consultant shall be incorporated by written amendment to this agreement. No payment shall be made by the City to the Consultant for any work that does not have such an amendment incorporated into this agreement by mutual signed agreement.

ARTICLE IX - AUTHORITY

This agreement shall be governed by the laws of the State of Arizona and all applicable ordinances, rules and regulations of the City of Bullhead City.

ARTICLE X - INSURANCE

The consultant shall secure and maintain, at his/her own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) to protect himself from any claim arising out of the performance of professional services and caused by any errors, omissions or negligent acts for which the Consultant may be legally liable. The Consultant shall maintain said coverage for the entire agreement period and for a minimum of one year after completion of the work under the agreement.

In addition to errors and omissions insurance, the Consultant shall also secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefore, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.

The Consultant shall secure and maintain, at his/her own expense, general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The Consultant shall secure and maintain, at his/her own expense, property insurance for protection from claims and damages because of damage to or destruction of property including loss of use resulting therefore in an amount not less than Five Hundred Thousand Dollars (\$500,000.00). The City shall be held harmless for any damage to the Consultant's property and/or equipment during the course of performance under the agreement.

The above-referenced insurance shall be maintained in full force and effect during the life of this agreement and for one year beyond, where specified. Certificates showing that the Consultant is carrying the above-referenced insurance in at least the above-specified minimum amounts shall be furnished to, and approved by, the City prior to the start of work on the project and before the City is obligated to make any payments to the Consultant for the work performed under the provisions of this agreement. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of Bullhead City as an "Additional Insured."

The Consultant's required insurance shall be endorsed to provide that the policies will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the City of Bullhead City. Notice, as hereby stated, shall also be given for those coverage's provided for one year after the project completion.

ARTICLE XI - HOLD HARMLESS

To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City and its respective officers, agents and employees against all suits or claims that may be based upon any injury to persons or property that may arise out of any

error, omission, or negligent or willful act of the Consultant; and the Consultant shall, at his/her own expense, defend the City in all litigation, pay all attorney's fees, damages, court costs and other expenses arising out of the litigation of claim or incurred in connection therewith; and shall, at his/her own expense, satisfy and cause to be discharged such judgments as may be obtained against the City or any of its officers, agents, and employees. For any and all claims for which the Consultant has agreed to indemnify the City, the obligation to indemnify shall not be limited in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for the consultant under Worker's Compensation acts, disability benefits act, or other employment benefit acts.

The Consultant shall maintain, at a minimum, the level of liability insurance in Article X. The City shall be immediately notified if said liability insurance is canceled, not renewed, reduced, or otherwise materially altered during the period of performance.

ARTICLE XII - THIRD PARTY CONTRACTS

The Consultant shall have no authority to bind the City in any way with third parties without the prior written consent of the City.

ARTICLE XIII - IMMIGRATION LAW

The Consultant shall comply with the Immigration Reform and Control Act of 1986 (IRCA), A.R.S Title 23 Chapter 2 Article 2 and all other applicable State and Federal laws, rules and regulations relating to the employment of individuals that are not citizens of the United States. Consultant understands and acknowledges the applicability of these laws to Consultant. Consultant agrees to comply with these laws in performance of any resultant contract and to permit City inspection of their personnel records to verify such compliance. Non-compliance with this section is a material breach of this agreement.

ARTICLE XIV - ARIZONA PROVISIONS

Consultant warrants, to the extent applicable under A.R.S. § 41-4401, that it has registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program; that it warrants compliance with all federal immigration laws and understands that any breach of this warranty subjects Consultant to penalties, including termination of this Agreement; and finally, understands that City has the right to inspect the papers of the Consultant or any of its employees participating in this agreement to ensure compliance with this paragraph.

Consultant certifies under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that it does not have, and during the term of this agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

This agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

THE CITY OF BULLHEAD CITY

AMTI

By: _____
Toby Cotter, City Manager

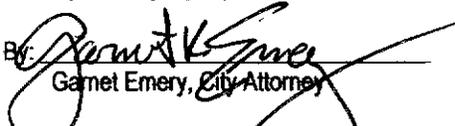
By: _____

Title: _____

ATTEST

By: _____
Diane Heilmann, City Clerk

APPROVED AS TO FORM

By: 
Garnet Emery, City Attorney

APPROVAL OF DEPARTMENT DIRECTOR

Department Director

Date

Mail all invoices to:
Mirra Alvarado, Office Specialist
City of Bullhead City
2355 Trane Road
Bullhead City, AZ 86442-5966
Phone (928) 763-0128

Project Number: 08-E-005

Approved by Council _____

Exhibit "A"



BULLHEAD CITY PUBLIC WORKS DEPARTMENT
2355 Trane Road
Bullhead City, Arizona 86442
Phone: 928-763-0128
Email:

September 24, 2010
P.N. AZ 10-09-053

Fax: 928-763-0137

Attention: Robert P. Leuck, P.E. Assistant Public Works Director

Subject: Proposal for Materials Testing and Observation
For New Restroom Building
Located in Bullhead City Community Park
Bullhead City, Arizona

AMTI Sunbelt, LLP (AMTI) is pleased to submit this cost estimate for materials testing and inspection services associated with the construction for the proposed project. The purpose of this proposal is to describe our understanding of the project, outline our anticipated scope of work, and propose the fees and conditions for which our services will be performed.

PROJECT UNDERSTANDING

The project New Restroom Building will include the construction of a new concrete, masonry and structural steel site built structure with assorted improvements. Our services will include those listed on page 4; no other services are expressed or implied unless noted on page 4. Any services beyond those outlined on page 5 would be invoiced as an extra.

Our proposal is also based on the following:

- ◀ Review of the project plans from PBS&J dated August 2010.
- ◀ Requirements of the 2006 International Building Code.
- ◀ Requirements of the City of Bullhead City Building Department
- ◀ Current MAG Standards

CONSTRUCTION TESTING AND INSPECTIONS

The cost of our geotechnical observation and testing services are dependent upon the pace and performance of the contractor(s) performing the work. The cost estimates presented herein are for geotechnical and materials testing and inspection services associated with the items outlined only; additional services requested by a representative of the developer will be billed at an hourly rate. It is assumed that when the inspection services are called for, the work needing inspected or tested will be properly prepared, complying with specifications, and that no re-testing or stand-by time is necessary. All inspections will be scheduled 24 hours in advance within the hours of 7am-3pm.

SCOPE OF WORK

Mass Grading, Observation and Testing

AMTI will perform observation and materials testing during the mass-grading portion of this project. This will include:

- ◀ Observation Of The Excavations/ Fill
- ◀ Density Compaction Testing
- ◀ Foundation Excavation (Verify Bottom Of Footing On Competent Material)
- ◀ Laboratory Testing

Reinforcing Steel Inspections

AMTI, prior to placement of structural concrete will inspect the structural reinforcing steel for compliance to project specifications.

- ◀ Rebar Size
- ◀ Rebar Grade
- ◀ Placement Location
- ◀ Lap Splices

Structural Concrete Placement Testing and Inspections

AMTI will provide the following services related to structural concrete construction:

- ◀ Sample, in accordance with ASTM C172, for each 150 cubic yards of each day's placing.
- ◀ Mold and laboratory cure 4 concrete cylinders for each sample according to ASTM C31 and C39.
- ◀ Test for compressive strength; 1 cylinder at 7 days and 2 at 28 days with the fourth cylinder as a hold.
- ◀ Verify proper mix design for intended use.
- ◀ Test the temperature of the mix.
- ◀ Check the mixing time to insure it complies.
- ◀ Test the slump of the concrete.
- ◀ Observe the placement for proper procedures.
- ◀ Document any abnormalities observed.
- ◀ Applicable field cure conditions are the contractor's responsibility.

Structural Steel, High Strength Bolting, and Welding Inspections

AMTI understands that an approved fabrication shop will be utilized and they submit to AMTI Sunbelt, LLP a statement of compliance for the steel welding procedures, and welder certifications. AMTI Sunbelt, LLP also understands that full-penetration welds will not be utilized for this project, thus non-destructive testing will not be needed. Field observation of the structural steel will include:

- ◀ Inspection Of Connections
- ◀ Size Of Steel Used
- ◀ Grade Of Steel Used
- ◀ High Strength Bolt Types
- ◀ Inspection Of Welds, Welder Certifications, Welding Procedures, Welding Process
- ◀ Periodic Dry Pack Observations And Testing

Utility Backfill - Onsite

AMTI will periodically test the backfill for density in conformance with the Geotechnical report of record:

- ◀ Density Testing
- ◀ Moisture Testing

Structural Masonry Observations and Testing

AMTI Sunbelt will provide the following services related to structural masonry construction:

- ◀ Reinforcing steel prior to placement of grout (includes location, size, grade, & laps)
- ◀ Observation during the preparation of masonry wall prisms
- ◀ Inspection of grout space, immediately prior to closing of clean-outs, and during all grouting operations
- ◀ Testing of grout and mortar cylinders and CMU prisms for compressive strength at 28 days for every 5000 square feet of wall



Wood

AMTI Sunbelt will observe the wood framing per the approved plans, along with hold-downs and hardware.

- ◀ Wood to Concrete Connection
- ◀ Wood to Wood Connection
- ◀ Shear Walls
- ◀ Roof Sheeting
- ◀ Hold Downs, Connectors Misc., Hardware Associated to Diaphragm and Seismic Restraints

Anchor Bolt. (Epoxy & Wedge)

AMTI Sunbelt will observe and inspect the placement of all anchor bolts in accordance with the engineer or record requirements; we will not provide equipment for pull test of anchor bolt. The following scope of work should be sufficient:

- ◀ Observe Embedment Depths & Cleanliness of Drilled Holes
- ◀ Verify Anchor Bolt Sizes
- ◀ Verify Epoxy Used

Project Supervision, Coordination and Quality Oversight

AMTI will provide supervision and coordination of field and laboratory services by a Project Manager to assist in maintaining a high level of quality technical services. Our field representative will not direct, supervise, or lay out the work of the contractor or subcontractor. Our services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the project.

The field services described above will be performed at the request of your authorized field representative who will be responsible for coordinating our services with the construction schedule. Our office should receive all requests for field services not less than one working day (24 hrs) before the time that they are to be performed. The client will endeavor to give AMTI Sunbelt, LLP 24 hours notice. However, if that is not possible, AMTI Sunbelt, LLP will do whatever it can to provide service at the time requested.



CLOSURE

This proposal is for the scope of services outlined herein on sheet 4 only. A breakdown of estimated costs is included on sheet 4 of this proposal as well as a contract for that scope of service specified. **AMTI Sunbelt, LLP** will consider the cost estimate presented herein as a "Not to Exceed" estimate. The cost of our services are dependent upon the pace and performance of the contractor(s) performing the work, therefore, the actual cost for this project will be tracked and billed on a time and material basis. This estimate is good for 30 days from date of proposal.

This proposal and contract does not include additional meetings, re-testing, re-inspection, and clearance of non-conformance reports or consultation that may be requested. Additional services beyond those outlined in this proposal and authorized by the client or the client's representative would be invoiced as an extra to the contract at our prevailing hourly rates. Current rates are denoted on the attached "Agreement and Work Order" form. Overtime rates will be charged on this project for work performed on time exceeding eight hours per day, holidays, Saturday, and Sunday. For services performed after normal hours, we will charge at 1 ½ times the field hourly rate. Third (3rd) party inspection does not constitute quality control and or administration of field construction. Quality control is the responsibility of the owner/owners representative and or contractor. Work should be verified for completeness and compliance with approved plans specification and other contract documents prior to our arrival on site. In addition, any required Pad Certifications, Final Reports, Geotechnical Reports, Update or Addendum Letters will not be released unless all outstanding invoices are paid in full. **ALL** requests for letters and reports requiring an engineer's stamp and submittal to Public Works, Building Department and any other entities, will need to be requested in writing. **AMTI Sunbelt, LLP** will not be responsible for time frames of the building department, other entities or companies that need to review plans or reports.

We appreciate the opportunity of submitting this proposal and look forward to working with you on this and other projects in the future. If you have any questions or would like to discuss this project with us, please call the undersigned at (928) 704-7555.

Respectfully submitted,
AMTI Sunbelt, LLP

James Wilson
Director of Operations



AMTI Sunbelt, LLP Service Estimate for Bullhead City Public Works Department Community Park Restroom Project Bullhead City, Arizona PROFESSIONAL SERVICE ITEM		SERVICE FEE
1.	Grading, and utility backfill: 3 days of observation and testing @ 3 hrs per day 1 ASTM 1557 (proctor)	\$ 825.00
2.	Reinforcing Steel and Concrete Placement for Footings: Reinforcement: 1 trips @ 4 hrs. Concrete Placement: 2 trips @ 4 hrs. Concrete Cylinders: 2 sets of 4 cylinders + p/u.	\$ 1,060.00
3.	Wood Inspection/Roof Sheathing: 2 trips @ 4 hrs.	\$ 640.00
4.	Masonry: Reinforcement 3 trips @ 4 hrs. Grout 3 trips @ 5 hrs. Grout samples: 3 sets of 3 cylinders + p/u. Mortar samples: 3 sets of 6 cylinders + p/u Field construction Prisms 1 sets of 5 + p/u.	\$ 3,190.00
5.	Structural Steel, High Strength Bolting and anchor bolts: 3 trips @ 4 hrs.	\$ 900.00
6.	Project Supervision, Administration, Coordination, Quality Oversight Final Report of Special Inspections	\$ 750.00
Estimated Service Fee:		\$ 7,365.00

End of Services



original

P.O. # 29-109D

CITY OF BULLHEAD CITY
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of this 19 day of August, 2008, by and between the City of Bullhead City (the City) and AMTI (hereinafter referred to as "the Consultant").

ARTICLE I - SCOPE OF SERVICE

The Consultant agrees to provide professional services in accordance to the listing in "Exhibit A-D".

ARTICLE II - TIME OF PERFORMANCE

Work shall commence on August 20, 2008, and will be expire on August 20, 2009. The Consultant and the City of Bullhead City have the option to renew the contract for two (2) additional twelve (12) month periods. The contract shall automatically renew unless written notice to the contrary is filed with either party not later than the last business day (Monday through Friday) of the calendar month preceding the calendar month in which the current contract period expires. Such notice shall be transmitted by registered or certified mail.

ARTICLE III - CITY RESPONSIBILITIES

The City shall accomplish the following:

Assist the Consultant by placing at its disposal all available information pertinent to the Scope of Work for the project. Use its best efforts to secure release of other data applicable to the project held by others. Give prompt written notice to the Consultant whenever the City observes, or otherwise becomes aware of, any fault or defect in the project or non-conformance with this Agreement.

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To the fullest extent permitted by law, the Consultant specifically agrees to indemnify, defend and hold harmless the City and all of its officers, employees and officials from all claims of damages, costs or expenses in law and equity, including reasonable attorney's fees and costs of suit that may arise out of or be related to any claims of damages to property or injury to persons received or suffered as a result of the negligent errors, acts or omission of the Consultant or any of its agents, officers, employees and/or subcontractors engaged in the performance of services under the terms of this contract to the full extent permitted by law.

ARTICLE V - COMPENSATION

The Consultant shall be compensated for services in accordance with the fee schedules in Exhibit "A."

It is further agreed that the Consultant shall not bill the City, and City shall not be liable to pay, any costs in excess of this amount without specific previous written authorization to do so from the City Manager of the City of Bullhead City, in accordance with the amendment procedure described in Article VIII hereunder.

The parties further agree and acknowledge that the City is engaging Consultant as an independent contractor to provide services to the City under the terms of this agreement and that the City shall not be required, under any circumstance(s), to assume liability for the direct payment of any salary, wage, or other compensation to any person employed by the Consultant before, during, or after this agreement is in effect.

ARTICLE VI - METHOD AND SCHEDULE OF PAYMENT

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All invoices must include a description of the service performed.

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It is agreed that the City may cancel or terminate this Agreement at any time with a thirty (30) day written notice to the Consultant. In the event such termination occurs prior to completion of the Scope of Work provided herein, the City agrees to pay the Consultant for work actually performed in accordance with the terms of this Agreement through the cancellation date.

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The City may, from time to time, require changes in the Scope of Work by the Consultant to be performed hereunder. Such changes which are mutually agreed upon by and between the City and the Consultant shall be incorporated by written amendment to this Agreement. No payment shall be made by the City to the Consultant for any work that does not have such an amendment incorporated into this Contract by mutual signed agreement.

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This Agreement shall be governed by the laws of the State of Arizona and all applicable ordinances, rules and regulations of the City of Bullhead City.

ARTICLE X - INSURANCE

The consultant shall secure and maintain, at his/her own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) to protect himself from any claim arising out of the performance of professional services and caused by any errors, omissions or negligent acts for which the Consultant may be legally liable. The Consultant shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.

In addition to errors and omissions insurance, the Consultant shall also secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefore, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.

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litigation, pay all attorney's fees, damages, court costs and other expenses arising out of the litigation of claim or incurred in connection therewith; and shall, at his/her own expense, satisfy and cause to be discharged such judgments as may be obtained against the City or any of its officers, agents, and employees. For any and all claims for which the Consultant has agreed to indemnify the City, the obligation to indemnify shall not be limited in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for the consultant under Worker's Compensation acts, disability benefits act, or other employment benefit acts.

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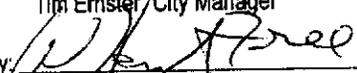
Compliance with Legal Worker and Immigration Laws. The Consultant warrants that it and any subcontractors it may use in performance of this contract are in compliance with state law (see A.R.S. § 23-214.A) and all Federal Immigration laws and regulations (see Immigration and Control Act of 1986 as amended) that relate to its employees and employees of its subcontractors. The Consultant acknowledges that pursuant to A.R.S. § 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure compliance with this warranty. The Consultant understands that it may be selected for random verification by the City as required under A.R.S. 41-4101(B) to ensure compliance with A.R.S. 41-4401(A) and will promptly respond to any requests for information from the City with regard to its verification process.

THE CITY OF BULLHEAD CITY

AMTI

By: _____
Tim Ernster, City Manager

By: _____

By: 
Kent Forsee, City Attorney

Title: _____

ATTEST:

Diane Heilmann, City Clerk

APPROVAL OF DEPARTMENT/DIVISION DIRECTOR

Project Administrator Date Department Director Date

Mail all invoices to:
Name Rusti Holguin, Capital Improvements Project Administrator
City of Bullhead City
2355 Trane Road
Bullhead City, AZ 86442-5733
Phone (928) 763-0132

Project Number: _____

Approved by Council _____



720 SUSANNA WAY
 HENDERSON, NEVADA 89011
 PHONE (702) 938-0650
 FAX (702) 938-0649

Exhibit A

Bullhead City Public Works Department
 2355 Trane Road
 Bullhead City, AZ 86442

(Revised) August 11, 2008
 P. N. 08-08-209

Phone: 1 (928) 763-0132 Fax: 1 (928) 763-0137

Attention: Rusti Holguin, Projects Administrator

Subject: Proposal for Materials Testing and Observation
 For 911 Building Expansion
 Located on 2500 Tesota Way
 Bullhead City, Arizona 86442

Acclaim Materials Testing & Inspection, LLP (AMTI) is pleased to submit this cost estimate for materials testing and inspection services associated with the construction for the proposed project. The purpose of this proposal is to describe our understanding of the project, outline our anticipated scope of work, and propose the fees and conditions for which our services will be performed.

PROJECT UNDERSTANDING

The project 911 Expansion will include the construction of a one-story 9566 sq ft bldg remodel and expansion (new 1,711 sq ft). Our services will include those listed on pages 2 & 3; no other services are expressed or implied unless noted on pages 2 & 3. Any services beyond those outlined on pages 2 & 3 would be invoiced as an extra. No construction time frames were available at time of proposal, this is our "best guess" estimate.

Our proposal is also based on the following:

- ◀ Review of the project plans from LEI Consulting Engr sheets s1.0 to s5.0/ dated 7-11-08.
- ◀ Requirements of the 2006 International Building Code and MAG standards.
- ◀ Specifications and Contract Documents from COBHCPWD dated 7-11-08
- ◀ Geotechnical report by Southwest Technologies, Inc. Project No. 07B132G, dated Jan. .
- ◀ Quality Assurance Plan and General Testing requirements by Selberg Assoc., Inc dated July 30th, 2008.

CONSTRUCTION TESTING AND INSPECTIONS

The cost of our geotechnical observation and testing services are dependent upon the pace and performance of the contractor(s) performing the work. The cost estimates presented herein are for geotechnical and materials testing and inspection services associated with the items outlined only; additional services requested by a representative of the developer will be billed at an hourly rate. It is assumed that when the inspection services are called for, the work needing inspected or tested will be properly prepared, complying with specifications, and that no re-testing or stand-by time is necessary. All inspections will be scheduled 24 hours in advance within the hours of 7am-3pm.

Client Int. _____

911 Building Expansion
P.N. 08-08-209

August 11, 2008
PAGE 2

SCOPE OF WORK

Mass Grading, Observation and Testing

AMTI will perform observation and materials testing during the mass-grading portion of this project. This will include:

- ◀ Observation of the Excavations/ Fill
- ◀ Density Compaction Testing
- ◀ Foundation Excavation (Verify Bottom of Footing on Competent Material)
- ◀ Laboratory Testing

Reinforcing Steel Inspections

AMTI, Prior to placement of structural concrete will inspect the structural reinforcing steel for compliance to project specifications:

- ◀ Rebar Size
- ◀ Rebar Grade
- ◀ Placement Location
- ◀ Lap Splices

Structural Concrete Placement Testing and Inspections

AMTI will provide the following services related to structural concrete construction:

- ◀ Sample, in accordance with ASTM C172, for each 150 cubic yards of each day's placing
- ◀ Mold and laboratory cure 4 concrete cylinders for each sample according to ASTM C31 and C39
- ◀ Test for compressive strength; 1 cylinder at 7 days and 2 at 28 days with the fourth cylinder as a hold
- ◀ Verify proper mix design for intended use
- ◀ Test the temperature of the mix
- ◀ Check the mixing time to insure it complies
- ◀ Test the slump of the concrete
- ◀ Observe the placement for proper procedures
- ◀ Document any abnormalities observed
- ◀ Applicable field cure conditions are the contractor's responsibility

Structural Masonry Inspections and Testing

AMTI will provide the following services related to structural masonry construction:

- ◀ Reinforcing steel prior to placement of grout (includes location, size, grade, & laps)
- ◀ Observation during the preparation of masonry wall prisms
- ◀ Inspection of grout space, immediately prior to closing of clean-outs, and during all grouting operations
- ◀ Testing of grout and mortar cylinders and CMU prisms for compressive strength at 28 days for every 5000 square feet of wall

Utility Backfill - Onsite

AMTI will periodically test the backfill for density in conformance with the Geotechnical report of record:

- ◀ Density Testing
- ◀ Moisture Testing



**911 Building Expansion
P.N. 08-08-209**

**August 11, 2008
PAGE 3**

Structural Steel, High Strength Bolting, and Welding Inspections

AMTI understands that an approved fabrication shop will be utilized and they will submit to AMTI a statement of compliance for the steel welding procedures, and welder certifications. AMTI also understands that full-penetration welds will not be utilized for this project, thus non-destructive testing will not be needed. Field observation of the structural steel will include:

- ◀ Inspection of Connections
- ◀ Size of Steel Used
- ◀ Grade of Steel Used
- ◀ High Strength Bolt Types
- ◀ Inspection of Welds/Welder Certs/Welding Procedures/Welding Process
- ◀ Periodic Dry Pack Observations and Testing

On-Site Improvements

AMTI will test and report our findings to the Public Works Department, in accordance with the uniform standard specifications for public work construction (MAG Standards) as follows:

- ◀ Select/Granular for Utility Backfill
- ◀ Density Testing of Backfill to Sub Grade
- ◀ Density Testing of Parking Lot Sub Grade
- ◀ Asphalt Verification

Project Supervision, Coordination and Quality Oversight

Acclaim Materials Testing and Inspection, LLP will provide supervision and coordination of field and laboratory services by a Project Manager to assist in maintaining a high level of quality technical services.

Our field representative will not administrate, field engineer, direct, supervise, or lay out the work of the contractor or subcontractor. Our services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the project.

The field services described above will be performed at the request of your authorized field representative who will be responsible for coordinating our services with the construction schedule. Our office should receive all requests for field services not less than one working day (24 hrs) before the time that they are to be performed. The Client will endeavor to give Acclaim Materials Testing and Inspection, LLP 24 hours notice. However, if that is not possible, Acclaim Materials Testing & Inspection, LLP will do whatever it can to provide service at the time requested.

It is Acclaim Materials Testing and Inspection, LLP's understanding that an alternate item was placed with the bid for the 911 building expansion (Radio Tower) and was approved for construction. The plans for this scope of the project were not available at the time of this proposal. Acclaim Materials Testing and Inspection, LLP will provide a schedule of services for the radio tower when those plans become available.



Client Int. _____

911 Building Expansion
P.N. 08-08-209

August 11, 2008
PAGE 4

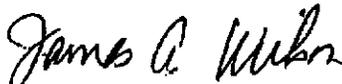
CLOSURE

This proposal is for the scope of services outlined herein on pages 2 & 3 only. A breakdown of estimated costs is included on sheet 5 of this proposal as well as a contract for that scope of service specified. Acclaim MTI, LLP will consider the cost estimate presented herein as a "Not To Exceed" estimate. The cost of our services are dependent upon the pace and performance of the contractor(s) performing the work, therefore, the actual cost for this project will be tracked and billed on a time and material basis. This estimate is good for 30 days from date of proposal.

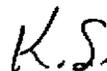
This proposal and contract does not include additional meetings, re-testing, re-inspection, clearance of non-conformance reports or consultation that may be requested. Additional services beyond those outlined in this proposal and authorized by the client or the client's representative would be invoiced as an extra to the contract at our prevailing hourly rates. Current rates are denoted on the attached "Agreement and Work Order" form. Overtime rates will be charged on this project for work performed on time exceeding eight hours per day, holidays, Saturday, and Sunday. For services performed after normal hours, we will charge at 1 ½ times the field hourly rate. Third (3rd) party inspection does not constitute quality control and or administration of field construction. Quality control is the responsibility of the owner/owners representative and or contractor. Work should be verified for completeness and compliance with approved plans specification and other contract documents prior to our arrival on site. In addition, any required Pad Certifications, Final Reports, Geotechnical Reports, Update or Addendum Letters will not be released unless all outstanding invoices are paid in full. ALL requests for letters and reports requiring an engineer's stamp and submittal to Public Works, Building Department and any other entities, will need to be requested in writing. Acclaim MTI, LLP will not be responsible for time frames of the building department, other entities or companies that need to review plans or reports.

We appreciate the opportunity of submitting this proposal and look forward to working with you on this and other projects in the future. If you have any questions or would like to discuss this project with us, please call the undersigned at (702) 938-0650.

Respectfully submitted,
Acclaim Materials Testing & Inspection, LLP



James A. Wilson
Managing Partner



Kishan Singh
Managing Partner



911 Building Expansion
P.N. 08-08-209

August 11, 2008
PAGE 5

Acclaim Materials Testing & Inspection, LLP Service Estimate for 911 Building Expansion Bullhead City, AZ		
	PROFESSIONAL SERVICE ITEMS	SERVICE FEE
1.	Mass Grading: 4 days of grading @ 8 hrs per day - Full-time observation per 3.04.a 1 ASTM 1557 (proctor) 1 Sieve (Import) 1 Atterberg (Import) 1 Final Grading Reports @ \$500.00	\$ 3276.00
2.	Reinforcing Steel and Concrete Placement for Footings: Reinforcement: 2 trips @ 4 hrs. Concrete Placement: 2 trips @ 5 hrs. Concrete Cylinders: 3 sets of 3 cylinders + p/u.	\$ 1724.00
3.	Structural Masonry: Reinforcement 4 trips @ 4 hrs. Grout 4 trips @ 5 hrs. Mortar Testing 2 sets of 4 Grout Testing 2 sets of 3 Field construction Prisms 1 sets of 4 + p/u.	\$ 3998.00
4.	On-Site Utility Backfill/Footings bottom verification: 15 hrs.	\$ 1170.00
5.	Structural Steel: 4 trips @ 5 hrs. Dry pack observation: 1 trips @ 4 hrs. Test molds 1 sets of 6 + p/u.	\$ 2172.00
6.	Asphalt Area Construction: Asphalt Densities: 2 trips @ 3 hours 1 Asphalt Content & Gradation of hot mixed asphalt 1 Marshall Properties of hot mixed asphalt 1 Rice Maximum Theoretical Unit Weight	\$ 893.00
7.	Project Supervision, Administration, Coordination and Quality Oversight	\$ 500.00
8.	Final Report of Special Inspections	\$ 1,000.00
Special Notes: Slab on grade and offsite's are not included in this proposal. AMTI will not start any Pad Cert, Final Grading Report or Final Building QAA Report, unless contractor notifies AMTI in writing and will allow seven (7) working days for report. Please check with the contractor's schedule and time frame. Extra inspections can be provided at standard hourly rate.		
		Estimated Service Fee: 14,733.00

Client Inl. _____





720 SUSANNA WAY
 HENDERSON, NEVADA 89011
 PHONE (702) 938-0650
 FAX (702) 938-0649

Exhibit B

Bullhead City Public Works Department
 2355 Trane Road
 Bullhead City, AZ 86442

(Revised) August 11, 2008
 P. N. 08-08-225

Phone: 1 (928) 763-0132 Fax: 1 (928) 763-0137

Attention: Rusti Holguin, Projects Administrator

Subject: Proposal for Materials Testing and Observation
 For Original Bullhead City Sewer Phase II
 Located at Marina Boulevard and Colorado Boulevard
 Bullhead City, Arizona 86442

Acclaim Materials Testing & Inspection, LLP (AMTI) is pleased to submit this cost estimate for materials testing and inspection services associated with the construction for the proposed project. The purpose of this proposal is to describe our understanding of the project, outline our anticipated scope of work, and propose the fees and conditions for which our services will be performed.

PROJECT UNDERSTANDING

The project Original Bullhead City Sewer will include the construction of utility improvements consisting of new sewer and laterals. Our services will include those listed on page 2; no other services are expressed or implied unless noted on page 2. Any services beyond those outlined on page 2 would be invoiced as an extra. No construction time frames were available at time of proposal, this is our "best guess" estimate.

Our proposal is also based on the following:

- ◀ Review of the project plans from City of Bullhead Engineering sheets G-1 thru G3, PP-1 through PP-25
- ◀ Requirements of the 2006 International Building Code and MAG standards.
- ◀ Requirements of the Bullhead City Public Works Department

CONSTRUCTION TESTING AND INSPECTIONS

The cost of our geotechnical observation and testing services are dependent upon the pace and performance of the contractor(s) performing the work. The cost estimates presented herein are for geotechnical and materials testing and inspection services associated with the items outlined only; additional services requested by a representative of the developer will be billed at an hourly rate. It is assumed that when the inspection services are called for, the work needing inspected or tested will be properly prepared, complying with specifications, and that no re-testing or stand-by time is necessary. All inspections will be scheduled 24 hours in advance within the hours of 7am-3pm.

Client Int. _____

**Colorado Lift Station Bypass
P.N. 08-08-225**

**August 11, 2008
PAGE 2**

SCOPE OF WORK

Utility Backfill - Off-Site

AMTI will periodically test the backfill for density in conformance with the Geotechnical report of record:

- ◀ Density Testing
- ◀ Moisture Testing

Off-Site Improvements

AMTI will test and report our findings to the Public Works Department, in accordance with the uniform standard specifications for public work construction (MAG Standards) as follows:

- ◀ Density Testing of Backfill to Sub Grade
- ◀ Density Testing of Roadways
- ◀ Asphalt Verification

Project Supervision, Coordination and Quality Oversight

Acclaim Materials Testing and Inspection, LLP will provide supervision and coordination of field and laboratory services by a Project Manager to assist in maintaining a high level of quality technical services.

Our field representative will not administrate, field engineer, direct, supervise, or lay out the work of the contractor or subcontractor. Our services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the project.

The field services described above will be performed at the request of your authorized field representative who will be responsible for coordinating our services with the construction schedule. Our office should receive all requests for field services not less than one working day (24 hrs) before the time that they are to be performed. The Client will endeavor to give Acclaim Materials Testing and Inspection, LLP 24 hours notice. However, if that is not possible, Acclaim Materials Testing & Inspection, LLP will do whatever it can to provide service at the time requested.



Client Int. _____

Colorado Lift Station Bypass
P.N. 08-08-225

August 11, 2008
PAGE 3

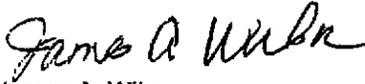
CLOSURE

This proposal is for the scope of services outlined herein on pages 2 & 3 only. A breakdown of estimated costs is included on sheet 5 of this proposal as well as a contract for that scope of service specified. Acclaim MTI, LLP will consider the cost estimate presented herein as a "Not To Exceed" estimate. The cost of our services are dependent upon the pace and performance of the contractor(s) performing the work, therefore, the actual cost for this project will be tracked and billed on a time and material basis. This estimate is good for 30 days from date of proposal.

This proposal and contract does not include additional meetings, re-testing, re-inspection, clearance of non-conformance reports or consultation that may be requested. Additional services beyond those outlined in this proposal and authorized by the client or the client's representative would be invoiced as an extra to the contract at our prevailing hourly rates. Current rates are denoted on the attached "Agreement and Work Order" form. Overtime rates will be charged on this project for work performed on time exceeding eight hours per day, holidays, Saturday, and Sunday. For services performed after normal hours, we will charge at 1 ½ times the field hourly rate. Third (3rd) party inspection does not constitute quality control and or administration of field construction. Quality control is the responsibility of the owner/owners representative and or contractor. Work should be verified for completeness and compliance with approved plans specification and other contract documents prior to our arrival on site. In addition, any required Pad Certifications, Final Reports, Geotechnical Reports, Update or Addendum Letters will not be released unless all outstanding invoices are paid in full. ALL requests for letters and reports requiring an engineer's stamp and submittal to Public Works, Building Department and any other entities, will need to be requested in writing. Acclaim MTI, LLP will not be responsible for time frames of the building department, other entities or companies that need to review plans or reports.

We appreciate the opportunity of submitting this proposal and look forward to working with you on this and other projects in the future. If you have any questions or would like to discuss this project with us, please call the undersigned at (702) 938-0650.

Respectfully submitted,
Acclaim Materials Testing & Inspection, LLP


James A. Wilson
Managing Partner


Kishan Singh
Managing Partner



Client Int. _____

**Colorado Lift Station Bypass
P.N. 08-08-225**

**August 11, 2008
PAGE 4**

Acclaim Materials Testing & Inspection, LLP Service Estimate for Original Bullhead City Sewer Phase II Bullhead City, AZ			
PROFESSIONAL SERVICE ITEMS			SERVICE FEE
1.	Off-Site Utility Backfill: 80 hrs. 4 AASHTO T-99 (proctors) 2 Sieve Aggregate Base 2 Atterberg Aggregate Base		\$ 10,440.00
2.	Asphalt Area Construction: Asphalt Densities: 16 trips @ 3 hours 4 Asphalt Content & Gradation of hot mixed asphalt 4 Marshall Properties of hot mixed asphalt 4 Rice Maximum Theoretical Unit Weight		\$ 5,444.00
3.	Project Supervision, Administration, Coordination and Quality Oversight		\$ 1,000.00
4.	Final Report of Special Inspections		\$ 500.00
<p>Special Notes: Slab on grade and offsite's are not included in this proposal. <i>AMTI will not start any Pad Cert, Final Grading Report or Final Building QAA Report, unless contractor notifies AMTI in writing and will allow seven (7) working days for report. Please check with the contractor's schedule and time frame. Extra inspections can be provided at standard hourly rate.</i></p>			
Estimated Service Fee:			17,384.00



Client Int. _____



Exhibit C

720 SUSANNA WAY
 HENDERSON, NEVADA 89011
 PHONE (702) 938-0650
 FAX (702) 938-0649

Bullhead City Public Works Department
 2355 Trane Road
 Bullhead City, AZ 86442

(Revised) August 11, 2008
 P. N. 08-08-224

Phone: 1 (928) 763-0132 Fax: 1 (928) 763-0137

Attention: Rusti Holguin, Projects Administrator

Subject: **Proposal for Materials Testing and Observation
 For Colorado Lift Station Bypass
 Located at Marina Boulevard and Colorado Boulevard
 Bullhead City, Arizona 86442**

Acclaim Materials Testing & Inspection, LLP (AMTI) is pleased to submit this cost estimate for materials testing and inspection services associated with the construction for the proposed project. The purpose of this proposal is to describe our understanding of the project, outline our anticipated scope of work, and propose the fees and conditions for which our services will be performed.

PROJECT UNDERSTANDING

The project Colorado Lift Station Bypass will include the construction of utility improvements consisting of abandoning existing lift station and installation of new storm sewer. Our services will include those listed on page 2; no other services are expressed or implied unless noted on page 2. Any services beyond those outlined on page 2 would be invoiced as an extra. No construction time frames were available at time of proposal, this is our "best guess" estimate.

Our proposal is also based on the following:

- ◀ Review of the project plans from City of Bullhead Engineering sheets G-1 thru G3, C4, PP-1 and PP-2
- ◀ Requirements of the 2006 International Building Code and MAG standards.
- ◀ Requirements of the Bullhead City Public Works Department

CONSTRUCTION TESTING AND INSPECTIONS

The cost of our geotechnical observation and testing services are dependent upon the pace and performance of the contractor(s) performing the work. The cost estimates presented herein are for geotechnical and materials testing and inspection services associated with the items outlined only; additional services requested by a representative of the developer will be billed at an hourly rate. It is assumed that when the inspection services are called for, the work needing inspected or tested will be properly prepared, complying with specifications, and that no re-testing or stand-by time is necessary. All inspections will be scheduled 24 hours in advance within the hours of 7am-3pm.

Client Int. _____

**Colorado Lift Station Bypass
P.N. 08-08-224**

**August 11, 2008
PAGE 2**

SCOPE OF WORK

Utility Backfill - Off-Site

AMTI will periodically test the backfill for density in conformance with the Geotechnical report of record:

- ◀ Density Testing
- ◀ Moisture Testing

Off-Site Improvements

AMTI will test and report our findings to the Public Works Department, in accordance with the uniform standard specifications for public work construction (MAG Standards) as follows:

- ◀ Density Testing of Backfill to Sub Grade
- ◀ Density Testing of Parking Lot Sub Grade and Access Road
- ◀ Asphalt Verification

Project Supervision, Coordination and Quality Oversight

Acclaim Materials Testing and Inspection, LLP will provide supervision and coordination of field and laboratory services by a Project Manager to assist in maintaining a high level of quality technical services.

Our field representative will not administrate, field engineer, direct, supervise, or lay out the work of the contractor or subcontractor. Our services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the project.

The field services described above will be performed at the request of your authorized field representative who will be responsible for coordinating our services with the construction schedule. Our office should receive all requests for field services not less than one working day (24 hrs) before the time that they are to be performed. The Client will endeavor to give Acclaim Materials Testing and Inspection, LLP 24 hours notice. However, if that is not possible, Acclaim Materials Testing & Inspection, LLP will do whatever it can to provide service at the time requested.



Client Int. _____

Colorado Lift Station Bypass
P.N. 08-08-224

August 11, 2008
PAGE 3

CLOSURE

This proposal is for the scope of services outlined herein on pages 2 & 3 only. A breakdown of estimated costs is included on sheet 5 of this proposal as well as a contract for that scope of service specified. Acclaim MTI, LLP will consider the cost estimate presented herein as a "Not To Exceed" estimate. The cost of our services are dependent upon the pace and performance of the contractor(s) performing the work, therefore, the actual cost for this project will be tracked and billed on a time and material basis. This estimate is good for 30 days from date of proposal.

This proposal and contract does not include additional meetings, re-testing, re-inspection, clearance of non-conformance reports or consultation that may be requested. Additional services beyond those outlined in this proposal and authorized by the client or the client's representative would be invoiced as an extra to the contract at our prevailing hourly rates. Current rates are denoted on the attached "Agreement and Work Order" form. Overtime rates will be charged on this project for work performed on time exceeding eight hours per day, holidays, Saturday, and Sunday. For services performed after normal hours, we will charge at 1 ½ times the field hourly rate. Third (3rd) party inspection does not constitute quality control and or administration of field construction. Quality control is the responsibility of the owner/owners representative and or contractor. Work should be verified for completeness and compliance with approved plans specification and other contract documents prior to our arrival on site. In addition, any required Pad Certifications, Final Reports, Geotechnical Reports, Update or Addendum Letters will not be released unless all outstanding invoices are paid in full. ALL requests for letters and reports requiring an engineer's stamp and submittal to Public Works, Building Department and any other entities, will need to be requested in writing. Acclaim MTI, LLP will not be responsible for time frames of the building department, other entities or companies that need to review plans or reports.

We appreciate the opportunity of submitting this proposal and look forward to working with you on this and other projects in the future. If you have any questions or would like to discuss this project with us, please call the undersigned at (702) 938-0650.

Respectfully submitted,
Acclaim Materials Testing & Inspection, LLP



James A. Wilson
Managing Partner



Kishan Singh
Managing Partner

Client Int. _____



Colorado Lift Station Bypass
P.N. 08-08-224

August 11, 2008
PAGE 4

Acclaim Materials Testing & Inspection, LLP Service Estimate for Colorado Lift Station Bypass Bullhead City, AZ		
PROFESSIONAL SERVICE ITEMS		SERVICE FEE
1. Off-Site Utility Backfill: 10 Density tests @ 3 hours per test 2 AASHTO T-99 (proctors) 1 Sieve Aggregate Base 1 Atterberg Aggregate Base		\$ 2880.00
2. Asphalt Area Construction: Asphalt Densities: 1 trips @ 5 hours 1 Asphalt Content & Gradation of hot mixed asphalt 1 Marshall Properties of hot mixed asphalt 1 Rice Maximum Theoretical Unit Weight		\$ 815.00
3. Project Supervision, Administration, Coordination and Quality Oversight		\$ 500.00
4. Final Report of Special Inspections		0
Special Notes: Slab on grade and offsite's are not included in this proposal. <i>AMTI will not start any Pad Cert, Final Grading Report or Final Building QAA Report, unless contractor notifies AMTI in writing and will allow seven (7) working days for report. Please check with the contractor's schedule and time frame. Extra inspections can be provided at standard hourly rate.</i>		
Estimated Service Fee:		4195.00



Client Int. _____



720 SUSANNA WAY
HENDERSON, NEVADA 89011
PHONE (702) 938-0650
FAX (702) 938-0649

Exhibit D

Bullhead City Public Works Department
2355 Trane Road
Bullhead City, AZ 86442

August 11, 2008

Phone: 1 (928) 763-0132 Fax: 1 (928) 763-0137

Attention: Rusti Holguin, Projects Administrator

Subject: **Proposal for Materials Testing and Observation
For On-call & Emergency Services for Geotechnical, Testing and Inspections
Bullhead City Public Works Department
Bullhead City, Arizona 86442**

Acclaim Materials Testing & Inspection, LLP (AMTI) is pleased to submit this cost estimate for materials testing and inspection services associated with construction for On-call & Emergency Services for Geotechnical, Testing and Inspections. The purpose of this proposal is to describe our understanding of the services required, outline our anticipated scope of work, and propose the fees and conditions for which our services will be performed.

PROJECT UNDERSTANDING

The project On-call & Emergency Services for Geotechnical, Testing and Inspections will include the City of Bullhead utilizing the services of Acclaim Materials Testing & Inspection, LLP on a on-call or emergency needs basis. Our services will include those listed on the attached agreement and work order.

Our proposal is also based on the following:

- ◀ Requirements of the Bullhead City Public Works Department

CONSTRUCTION TESTING AND INSPECTIONS

The cost of our geotechnical observation and testing services are dependent upon the pace and performance of the contractor(s) performing the work. The cost estimates presented herein are for geotechnical and materials testing and inspection services associated with the items outlined only; additional services requested by a representative of the developer will be billed at an hourly rate. It is assumed that when the inspection services are called for, the work needing inspected or tested will be properly prepared, complying with specifications, and that no re-testing or stand-by time is necessary. All inspections will be scheduled 24 hours in advance within the hours of 7am-3pm.

Client Int. _____

SCOPE OF WORK

Project Supervision, Coordination and Quality Oversight

Acclaim Materials Testing and Inspection, LLP will provide supervision and coordination of field and laboratory services by a Project Manager to assist in maintaining a high level of quality technical services.

Our field representative will not administrate, field engineer, direct, supervise, or lay out the work of the contractor or subcontractor. Our services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the project.

The field services described above will be performed at the request of your authorized field representative who will be responsible for coordinating our services with the construction schedule. Our office should receive all requests for field services not less than one working day (24 hrs) before the time that they are to be performed. The Client will endeavor to give Acclaim Materials Testing and Inspection, LLP 24 hours notice. However, if that is not possible, Acclaim Materials Testing & Inspection, LLP will do whatever it can to provide service at the time requested.

CLOSURE

This proposal is for the scope of services outlined herein and fee's based on the attached fee schedule only. Acclaim MTI, LLP will consider the cost estimate presented herein as a "Not To Exceed" estimate. The cost of our services are dependent upon the pace and performance of the contractor(s) performing the work, therefore, the actual cost for this project will be tracked and billed on a time and material basis. This estimate is good for 30 days from date of proposal.

This proposal and contract does not include additional meetings, re-testing, re-inspection, clearance of non-conformance reports or consultation that may be requested. Additional services beyond those outlined in this proposal and authorized by the client or the client's representative would be invoiced as an extra to the contract at our prevailing hourly rates. Current rates are denoted on the attached "Agreement and Work Order" form. Overtime rates will be charged on this project for work performed on time exceeding eight hours per day, holidays, Saturday, and Sunday. For services performed after normal hours, we will charge at 1 ½ times the field hourly rate. Third (3rd) party inspection does not constitute quality control and or administration of field construction. Quality control is the responsibility of the owner/owners representative and or contractor. Work should be verified for completeness and compliance with approved plans specification and other contract documents prior to our arrival on site. In addition, any required Pad Certifications, Final Reports, Geotechnical Reports, Update or Addendum Letters will not be released unless all outstanding invoices are paid in full. ALL requests for letters and reports requiring an engineer's stamp and submittal to Public Works, Building Department and any other entities, will need to be requested in writing. Acclaim MTI, LLP will not be responsible for time frames of the building department, other entities or companies that need to review plans or reports.

We appreciate the opportunity of submitting this proposal and look forward to working with you on this and other projects in the future. If you have any questions or would like to discuss this project with us please call the undersigned at (702) 938-0650.

Respectfully submitted,
Acclaim Materials Testing & Inspection, LLP

James A. Wilson
Managing Partner

Kishan Singh
Managing Partner



Client Int. _____

TERMS

BILLING:

For services performed during the term of the project, **Acclaim MTI** shall submit its invoices on a progress basis. Payment shall be due upon receipt of invoice. Accounts 30 days in arrears shall incur interest at a rate of eighteen percent (18%) per annum and said interest charges shall continue to accrue until all amounts due are paid in full. In the event **Acclaim MTI** must institute legal action to enforce the Agreement terms, Client shall reimburse **Acclaim MTI's** attorney's fees and costs incurred thereby. The venue for all legal actions arising from the breach of this Agreement shall be Clark County, Nevada. **Acclaim MTI** reserves the right to discontinue services and withhold reports in the event that payments on accounts become more than 30 days in arrears.

RIGHT OF ENTRY:

Right-of-entry is hereby granted to the job site for **Acclaim MTI** to perform the duties agreed to in this Agreement. **Acclaim MTI** shall take reasonable precautions to protect the environment during its fieldwork, but **Acclaim MTI** has not included in its fee the cost of restoration for damage that may result from **Acclaim MTI's** work. Client shall bear sole liability for such damages, if any, that result from work performed under this Agreement.

PERFORMANCE:

All work agreed to hereunder shall be performed in accordance with current standards of the profession. Work shall begin as soon as possible following receipt of this fully executed Agreement and Work Order. The estimate submitted herein is subject to change if unusual or unforeseen elements are encountered.

State and local rules and regulations are subject to changing interpretations. All reports shall be written by **Acclaim MTI** in an attempt to comply with the requirements of local governmental agencies. However, it is understood that governmental agency approval is discretionary, and accordingly, **Acclaim MTI** cannot and does not guarantee approval of its reports by these agencies. All work performed subsequent to submission of the initial report by **Acclaim MTI** shall incur fees in addition to the estimate and shall be billed at an hourly rate in a manner consistent with the billing schedule on the front side of this Agreement.

Acclaim MTI shall not be responsible for its failure to perform or delay hereunder as a result of accident, Acts of God, public enemies, labor difficulties, riots, civil commotion, interference by governmental agencies, or any other act reasonably beyond the control of **Acclaim MTI**.

It is agreed that Client shall hold **Acclaim MTI** harmless and shall indemnify **Acclaim MTI** from any and all claims, demands, damages or liability arising out of or in connection with the services performed by **Acclaim MTI**, or any damages caused by **Acclaim MTI**.

PROFESSIONAL OPINION:

Acclaim MTI's professional services shall be performed, its findings shall be obtained, and its recommendations shall be prepared in accordance with generally accepted engineering practices. The professional opinions of **Acclaim MTI** shall be based upon conditions revealed at exploration locations and by reconnaissance of surrounding terrain. It is agreed that **Acclaim MTI** shall not be responsible for the effect that unknown variables such as acts of others on adjacent properties, acts of nature including, but not limited to, earthquakes, the works of man, Act of God, and other variables beyond the control of **Acclaim MTI** may have on any opinion rendered hereunder. No express or implied warranties are given hereunder with regard to soil conditions with the exception that **Acclaim MTI** does warrant its work as to locations that have been explored and then only to the extent of such explorations made and in accordance with applicable terms herein.

LIABILITY:

Acclaim MTI assumes no responsibility or liability for work, testing, design(s) or recommendations performed or provided by others.

Acclaim MTI maintains Workmen's Compensation Insurance (and/or employer's liability insurance), and Public Liability Insurance for bodily injury and property damage and will furnish certificates thereof on request. **Acclaim MTI** shall not be held responsible for any damage by any cause that is beyond the coverage provided by its Insurance.

In the event that legal action is filed against **Acclaim MTI** for any reason that is not covered by the above stated policies, **Acclaim MTI's** liability shall be limited to its fee collected for services performed hereunder.

NOTICE:

Under the Mechanics' Lien Law (for the State of Nevada) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale may be used to satisfy the indebtedness. This can happen even if you have paid your contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

Materials Revised, 7/2007

Client Int. _____





AGREEMENT AND WORK ORDER

The undersigned hereby retains the services of **Acclaim Materials Testing & Inspection, LLP** for the following site based upon the following conditions:

Job Description:	Materials Testing and Inspections
Job Name:	On-call & Emergency Geotechnical, Testing & Inspection services
Jurisdiction:	Bullhead City, AZ
Client Name:	Bullhead City Public Works Department
Address:	2355 Trane Road Bullhead City, AZ 86422
Fax:	1(928) 763-0137 Phone: 1(928) 763-0132

PROFESSIONAL FEES			
Principal Engineers/Geologist	\$150.00/hr	Laboratory Technicians	\$65.00/hr
Project Engineers/Geologist/CEM	\$120.00/hr	Technical Illustrators	\$65.00/hr
Staff Engineers/Geologist/CEM	\$100.00/hr	Field Technicians	\$70.00/hr
Field Engineers/Geologist	\$90.00/hr	Office Services/Deliveries	\$50.00/hr
Expert Witness/Deposition (4hr min)	\$400.00/hr	Project Manager/Supervision	\$100.00/hr
ICC Inspector/Grading	\$78.00/hr	Drawing Reproduction	Cost plus 15%
Structural Steel/Welding/Wood	\$80.00/hr	Mileage	\$0.485 cents/mile
OTHER FEES AND EXPENSES (not including personnel)			
Residential Final	\$350.00 min. per phase	Pavement Design (per street)	\$1850.00
Geotechnical Update Letter	\$350 & \$500.00ea. min	Pad Certificate Update	\$350.00 ea. min.
Geo/ESA Reliance Letter	\$250.00ea.	Pad Certifications	\$300.00 ea. min.
Final Grading Report	\$1000.00 min.	Skidmore	\$50.00/hr
Final Report of Special Inspection	\$1000.00 min. (depending on QAA)	Asphalt & Core Verification (public works)	\$1400.00/per day
Select/ Granular Report	\$1500.00 ea. series	Outside Service	Cost plus 15%
Asphalt/Concrete Coring Equip.	\$20.00/hr	Micrometer	\$25.00/hr
NDT Service	\$100.00/hr	Same Day Inspection	Hr. Rate + 25%
GPR Service	\$250.00/hr 4hr min		
LABORATORY RATES			
SOILS & AGGREGATES			
Atterberg Limits	\$120.00/sample	LA Abrasion	\$200.00/sample
Consolidation	\$160.00	R-Value	\$350.00/sample
Fracture Faces	\$75.00/sample	Sand Equivalent	\$115.00/sample
Direct Shear	\$130.00/in-situ	Hydrometer	\$150.00/sample
Density-Unit Weight	\$50.00/set of rings	Sieve Analysis	\$120.00/sample
Moisture/density (standard)	\$150.00/proctor	Sodium Sulfates Soundness	\$150.00/sample
Moisture/density (modified)	\$200.00/proctor	Soluble Sulfates	\$60.00/sample
Proctor Check Point	\$65.00/point	Specific Gravity (Aggregates)	\$80.00/sample
Organic Content	\$60.00/sample	Swell	\$75.00/remolded
Permeability	\$170.00/falling head	X-Ray	(Quote)
ASPHALT			
Asphalt Core Density	\$80.00/ core	Asphalt Content & Gradation, Ignition	\$200.00/sample
Rice Max Theoretical	\$100.00/sample	Ignition Oven Calibration	\$300.00/sample
Asphalt Content	\$100.00/sample	Asphalt Mix Design	\$2200.00/per mix
Marshall Stability & Flow	\$50.00/sample	Marshall Density	\$125.00/sample
CONCRETE & MASONRY			
Grout Cylinders	\$20.00/cylinder	Concrete Cylinders	\$20.00/cylinder
Mortar Cylinders	\$20.00/ cylinder	Masonry Prisms	\$125.00/prism
Estimate of Fees:	\$ T&M	Retainer Requested:	N/A

Agreed and accepted by:

Accepted: **Acclaim Materials Testing & Inspection, LLP**

Date

Date



Client Int. _____



720 SUSANNA WAY
 HENDERSON, NEVADA 89011
 PHONE (702) 938-0650
 FAX (702) 938-0649

Exhibit E

Bullhead City Public Works Department
 2355 Trane Road
 Bullhead City, AZ 86442

(Revised) August 11, 2008
 P. N. 08-08-223

Phone: 1 (928) 763-0132 Fax: 1 (928) 763-0137

Attention: Rusti Holguin, Projects Administrator

Subject: Proposal for Materials Testing and Observation
 For Rotary Park North Beach Improvements
 Located at Riverview Drive and Balboa Drive
 Bullhead City, Arizona 86442

Acclaim Materials Testing & Inspection, LLP (AMTI) is pleased to submit this cost estimate for materials testing and inspection services associated with the construction for the proposed project. The purpose of this proposal is to describe our understanding of the project, outline our anticipated scope of work, and propose the fees and conditions for which our services will be performed.

PROJECT UNDERSTANDING

The project Rotary Park North Beach Improvements will include the construction of a onsite related improvements consisting of paved access road, 8" reclaimed water line and landscaping. Our services will include those listed on page 2; no other services are expressed or implied unless noted on page 2. Any services beyond those outlined on page 2 would be invoiced as an extra. No construction time frames were available at time of proposal, this is our "best guess" estimate.

Our proposal is also based on the following:

- ◀ Review of the project plans from Territorial Engineers, Inc., Sheets 1 thru 4
- ◀ Requirements of the 2006 International Building Code and MAG standards.
- ◀ Requirements of the Bullhead City Public Works Department

CONSTRUCTION TESTING AND INSPECTIONS

The cost of our geotechnical observation and testing services are dependent upon the pace and performance of the contractor(s) performing the work. The cost estimates presented herein are for geotechnical and materials testing and inspection services associated with the items outlined only; additional services requested by a representative of the developer will be billed at an hourly rate. It is assumed that when the inspection services are called for, the work needing inspected or tested will be properly prepared, complying with specifications, and that no re-testing or stand-by time is necessary. All inspections will be scheduled 24 hours in advance within the hours of 7am-3pm.

Client Int. _____

**Rotary Park North Beach Improvements
P.N. 08-08-223**

**August 7, 2008
PAGE 2**

SCOPE OF WORK

Mass Grading, Observation and Testing

AMTI will perform observation and materials testing during the mass-grading portion of this project. This will include:

- ◀ Observation of the Excavations/ Fill
- ◀ Density Compaction Testing
- ◀ Foundation Excavation (Verify Bottom of Footing on Competent Material)
- ◀ Laboratory Testing

Utility Backfill - Onsite

AMTI will periodically test the backfill for density in conformance with the Geotechnical report of record:

- ◀ Density Testing
- ◀ Moisture Testing

On-Site Improvements

AMTI will test and report our findings to the Public Works Department, in accordance with the uniform standard specifications for public work construction (MAG Standards) as follows:

- ◀ Density Testing of Backfill to Sub Grade
- ◀ Density Testing of Parking Lot Sub Grade and Access Road
- ◀ Asphalt Verification

Project Supervision, Coordination and Quality Oversight

Acclaim Materials Testing and Inspection, LLP will provide supervision and coordination of field and laboratory services by a Project Manager to assist in maintaining a high level of quality technical services.

Our field representative will not administrate, field engineer, direct, supervise, or lay out the work of the contractor or subcontractor. Our services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the project.

The field services described above will be performed at the request of your authorized field representative who will be responsible for coordinating our services with the construction schedule. Our office should receive all requests for field services not less than one working day (24 hrs) before the time that they are to be performed. The Client will endeavor to give Acclaim Materials Testing and Inspection, LLP 24 hours notice. However, if that is not possible, Acclaim Materials Testing & Inspection, LLP will do whatever it can to provide service at the time requested.



Client Int. _____

Rotary Park North Beach Improvements
P.N. 08-08-223

August 7, 2008
PAGE 3

CLOSURE

This proposal is for the scope of services outlined herein on pages 2 & 3 only. A breakdown of estimated costs is included on sheet 5 of this proposal as well as a contract for that scope of service specified. Acclaim MTI, LLP will consider the cost estimate presented herein as a "Not To Exceed" estimate. The cost of our services are dependent upon the pace and performance of the contractor(s) performing the work, therefore, the actual cost for this project will be tracked and billed on a time and material basis. This estimate is good for 30 days from date of proposal.

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We appreciate the opportunity of submitting this proposal and look forward to working with you on this and other projects in the future. If you have any questions or would like to discuss this project with us, please call the undersigned at (702) 938-0650.

Respectfully submitted,
Acclaim Materials Testing & Inspection, LLP


James A. Wilson
Managing Partner


Kishan Singh
Managing Partner



Rotary Park North Beach Improvements
P.N. 08-08-223

August 7, 2008
PAGE 4

Acclaim Materials Testing & Inspection, LLP Service Estimate for Rotary Park North Beach Improvements Bullhead City, AZ		
PROFESSIONAL SERVICE ITEMS		SERVICE FEE
1. Mass Grading: 10 days of grading @ 4 hrs per day 2 AASHTO T-99 (proctors) 1 Sieve Aggregate Base 1 Atterberg Aggregate Base 1 Final Report or Testing @ \$500.00		\$ 4160.00
2. On-Site Utility Backfill: 15 hrs:		\$ 1170.00
3. Asphalt Area Construction: Asphalt Densities: 4 trips @ 3 hours 2 Asphalt Content & Gradation of hot mixed asphalt 2 Marshall Properties of hot mixed asphalt 2 Rice Maximum Theoretical Unit Weight		\$ 1786.00
4. Project Supervision, Administration, Coordination and Quality Oversight		\$ 500.00
5. Final Report of Special Inspections		0
Special Notes: Slab on grade and offsite's are not included in this proposal. AMTI will not start any Pad Cert, Final Grading Report or Final Building QAA Report, unless contractor notifies AMTI in writing and will allow seven (7) working days for report. Please check with the contractor's schedule and time frame. Extra inspections can be provided at standard hourly rate.		
Estimated Service Fee:		7,616.00



Client Int. _____

**AMTI Material Testing Services
Contract Summary
October 4, 2010**

Council Approval	Action	Test Description	Task Amount	Total of Action	Contract to Date
August 19, 2008	Original Contract ¹	911 Expansion Original BHC Sewers, Phase 2 Colorado Lift Station Bypass On-call and Emergency Services Rotary Park North Beach	\$14,733.00 \$17,384.00 \$4,195.00 \$10,000.00 \$7,616.00	\$53,928.00	\$53,928.00
May 19, 2009	Amendment No. 1	Community Park Ramada NSIP 20 Rotary Park Soccer Fields, Phase 2	\$7,332.00 \$3,310.00 \$11,030.00	\$21,672.00	\$75,600.00
August 18, 2009	Amendment No. 2	Rotary Park Snack Bar/Restroom	\$8,650.00	\$8,650.00	\$84,250.00
September 22, 2009	Amendment No. 3	NSIP 21 Community Park 24" Gravity Sewer 18-1/18-2 Lift Stations & Force Mains	\$15,365.00 \$20,526.00 \$23,072.00	\$58,963.00	\$143,213.00
February 16, 2010	Amendment No.4	Community Park Sea Wall	\$6,832.00	\$6,832.00	\$150,045.00
May 4, 2010	Amendment No. 5	NSIP 22	\$10,450.00	\$10,450.00	\$160,495.00
August 17, 2010	Amendment No. 6 ²	Havasupai-Chaparral Drain, Ph. 1 & 2	\$20,560.00	\$20,560.00	\$181,055.00
October 4, 2010	Amendment No.7	Community Park Restroom	\$7,365.00	\$7,365.00	\$188,420.00

Notes: ¹ Original contract time August 20, 2008 to August 20, 2010

² One year contract extension to August 20, 2011