

*Jim Devlin*  
*Prepare a PR to pay \$2,000*  
*for this.*  
*[Signature]*

November 21, 1996  
File No.: 31-YP6497

Mr. Richard Goecke  
City of Las Vegas, Department of Public Works  
400 East Stewart Avenue  
Las Vegas, Nevada 89101

**Subject: Proposal for Geotechnical Feasibility Study**  
**Proposed ~~Wastewater Treatment Plant~~**  
**Valley View Drive and Stephanie Street**  
**Las Vegas, Nevada**

Dear Mr. Goecke:

### INTRODUCTION

In accordance with your request on November 18, 1996, Kleinfelder, Inc. is pleased to present this proposal to City of Las Vegas, Department of Public Works. This proposal is based upon a preliminary understanding of your requirements, developed from our conversations.

Kleinfelder is committed to providing a high level of service to its clients. If a portion of the intended scope of work is not included in this proposal, we are prepared to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions beyond those which are described in this proposal, may result in additional risks assumed by City of Las Vegas, Department of Public Works, and may require adjustments to our fees.

### PROJECT DESCRIPTION

We understand the proposed golf course development will be located in two areas northeast and southwest of the intersection of Vegas Valley Drive and Stephanie Street in Las Vegas, Nevada. The sites cover an area of approximately 112 acres combined. We understand the development will consist of a golf course, recreation facilities and nature park. In addition, we have assumed the structures will be no greater than one story in height, of wood-frame or masonry construction, supported by conventional, shallow foundation concrete slab-on-grade systems. We anticipate the structures will have low to moderate column and wall loads. The proposed development will be of a similar type as the new city golf course located within the old nature park area.

## SCOPE OF SERVICES - GEOTECHNICAL INVESTIGATION

We propose to investigate the subsurface conditions at this site by excavating 8 test pits to depths of 10 feet or refusal. It is anticipated that the city will provide a backhoe to assist with our investigation.

Logs of the subsurface conditions encountered in the explorations will be recorded by our field personnel at the time of subsurface exploration. Samples will be obtained at selected depth intervals and will be returned to our laboratory for testing and analysis.

We anticipate that the laboratory testing program may include solubility, gradation, Atterberg limit and swell tests. Actual type of tests and number of tests will depend on the soil conditions encountered.

Based on the findings of the field and laboratory programs and engineering analyses, we will provide opinions and recommendations regarding the following:

- Subsurface soil conditions, including depth and consistency of cemented deposits, if encountered.
- Groundwater levels as observed during field work, excluding quantitative determinations of flow or dewatering rates.
- Suitable foundation type and depth, allowable bearing pressures and estimated settlements.
- Recommendations for treatment and/or removal of unsuitable bearing soils, if encountered.
- Site grading recommendations, including a discussion of anticipated excavation requirements.
- Moisture protection.
- Lateral resistance.
- Building slab-on-grade.
- Corrosive soil conditions.
- Construction considerations, including a discussion of anticipated excavatability of on-site soils.
- Suitability of on-site material for structural fill material.
- Pavement structural section for various on-site roadways.

We would present our opinions and recommendations in a written report complete with logs of the explorations and laboratory test results. Six copies of the final report would be submitted.

## SCHEDULE

We can begin our geotechnical investigation within one to two days after your authorization to proceed. We anticipate completion of the final written report within one to two weeks of the same authorization. We could provide verbal information as it is developed to expedite the project schedule.

## FEES AND CONDITIONS

Our services will be performed in accordance with the attached "Standard Form of Agreement". The fee for the geotechnical investigation described herein would be a lump sum of \$2,000.00.

State law (NRS 534.425) now requires that all geotechnical explorations that encounter groundwater be properly plugged by a licensed well driller. Plugging must consist of cement grout, concrete grout, or neat cement. An additional fee of \$100.00 per hole will be required for each exploration that encounters groundwater to cover the costs associated with proper plugging activities.

Please note that our fees are due within 30 days of the presentation of our geotechnical report. If payment within 30 days is not possible, we should be contacted prior to commencing work to develop an acceptable payment schedule.

## LIMITATIONS

During the course of the performance of Kleinfelder's services, hazardous materials may be discovered. Kleinfelder will assume no responsibility or liability whatsoever for any claim, loss of property value, damage, or injury which results from pre-existing hazardous materials being encountered or present on the project site, or from the discovery of such hazardous materials. City of Las Vegas, Department of Public Works will be asked to sign an agreement indemnifying Kleinfelder from liability or loss arising out of the services covered by this proposal, including liability or loss in connection with pre-existing hazardous materials.

## CLOSURE

If any significant changes are made in the location or proposed construction as described above, or if the soil conditions encountered are significantly different from those anticipated, additional study and analyses or more or deeper field explorations may be required. Any work required beyond the scope of that proposed above will be undertaken only after receiving your prior authorization and after an adjustment has been made to our fee to cover the additional work.

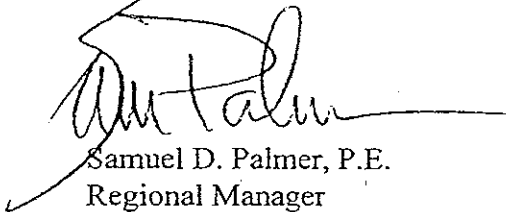
If these terms and conditions are acceptable, please sign and return the attached "Standard Form of Agreement." One fully executed copy will be returned to you. Please note the terms and conditions on the back of the contract. Should we receive verbal authorization prior to receiving the signed agreement, all terms and conditions in this proposal and the attached "Standard Form of Agreement" will be considered to be in effect by both parties from the date of verbal authorization.

The proposed investigation described herein specifically excludes the assessment of environmental characteristics, particularly those involving hazardous and/or toxic substance. A separate or concurrent environmental assessment may be appropriate prior to construction. We would be pleased to prepare a proposal for these services if requested. In the event that obviously suspicious subsurface materials are encountered visually or by odor in the field explorations, we will immediately terminate the explorations and notify you regarding the situation.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or need additional information, please contact this office.

Respectfully submitted,

**KLEINFELDER, INC.**



Samuel D. Palmer, P.E.  
Regional Manager

SDP:bb

Encl: Geotechnical Services Standard Form of Agreement

**PARTIES**

This Agreement, entered into at Clark County, Nevada, is made this 21st day of November, 1996 between:

**CITY OF LAS VEGAS,  
DEPARTMENT OF PUBLIC WORKS**  
400 East Stewart Avenue  
Las Vegas, Nevada 89101  
Telephone: (702) 229-6276

and **KLEINFELDER, INC.**  
6850 South Paradise Road  
Las Vegas, Nevada 89119  
Telephone: (702) 736-2936  
FAX: (702) 361-9094

hereinafter called "Client"

hereinafter called "Consultant"

**PROJECT**

Client engages Consultant to provide services in connection with:

A proposal for Geotechnical Feasibility Study for proposed Whispering Wind Golf Course located in the areas northeast and southwest of the intersection of Valley View Drive and Stephanie Street in Las Vegas, Nevada.

**SCOPE OF SERVICES**

Consultant agrees to perform services as follows:

Provide geotechnical feasibility study including sampling 8 test pits to depths of 10 feet or refusal, and provide recommendations in accordance with attached Proposal No. 31-YP6497, dated November 21, 1996.

Client agrees that all services not expressly included are excluded from Consultant's Scope of Services.

**COMPENSATION**

Client agrees to compensate Consultant for such services as follows:

A lump Sum Fee of \$2,000.00.

Client and Consultant acknowledge that each has read and agrees to the General Conditions printed on the reverse side of this document which are incorporated herein and made a part of this Agreement and apply to all services performed by Consultant regardless of whether such services are included in the Scope of Services above.

Client: **CITY OF LAS VEGAS,  
DEPARTMENT OF PUBLIC WORKS**

Consultant: **KLEINFELDER, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Samuel D. Palmer, P.E.

Title: \_\_\_\_\_

Title: Regional Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## GENERAL CONDITIONS

1. Consultant shall invoice Client periodically for the services performed under this Agreement. Client shall pay such invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1-1/2 percent per month. The invoice amounts shall be presumed to be correct unless Client notifies Consultant in writing within fourteen (14) days of receipt.

2. If Client fails to pay an invoice when due, Consultant may suspend all services until such invoice is paid in full. If payment in full is not made within sixty (60) days of the invoice date, Consultant may treat such nonpayment as a material breach of this Agreement by the Client and may terminate this Agreement.

3. Consultant shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. No warranty, representation or guarantee, express or implied, is made or intended by this Agreement.

4. Consultant shall sign certifications only if Consultant approves the form of such certification prior to the commencement of services, and provided such certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied.

5. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Consultant, are for the exclusive use of the Client for the Project specified. No other use is authorized under this Agreement. Client will not distribute or convey Consultant's reports or recommendations to any person or organization other than those identified in the Project description without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution.

6. Consultant's reports, boring logs, maps, field data, drawings, test results and other similar documents are instruments of professional service, not products. Consultant reserves the right to copyright such documents; however, such copyright is not intended to limit the Client's use of the service provided under this Agreement other than as described in paragraph 5.

7. Client will make available to Consultant all information regarding existing conditions, including the existence of hazardous or dangerous materials, and proposed uses of the Project site. Client will transmit immediately to Consultant any new information that becomes available or any change in plans. Client releases Consultant from liability for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client or others. Client agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such information.

8. Client shall secure the permission necessary to allow Consultant's personnel and equipment access to the Project site at no cost to Consultant.

9. Client shall be responsible for correctly designating the location of all property lines of the Project site and all subsurface installations, such as pipes, tanks, cables, electrical lines, telephone lines and utilities within the Project site, unless otherwise agreed in writing.

10. Consultant is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of Consultant, nor is Consultant responsible for their acts or omissions or for any damages resulting therefrom.

11. Neither Client nor any other person may change or modify Consultant's work product without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized changes or modifications.

12. Client waives any claim against Consultant and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses, including but not limited to delay of the Project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly as a result of the service provided by Consultant under this Agreement, unless such injury or loss is caused by the sole negligence or willful misconduct of Consultant.

13. Client agrees to limit Consultant's liability due to professional negligence and to any liability arising out of or relating to this Agreement to fifty thousand dollars (\$50,000) or the amount of Consultant's fee, whichever is greater. This limit applies to all services on this Project, whether provided under this or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties.

14. All disputes between Consultant and Client shall be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute and the amount of time or money claimed, and requiring that the mediation proceeds within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. No action or suit may commence unless the mediation does not occur within ninety (90) days after service of notice, the mediation occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to sixty (60) days after service of notice.

15. Consultant is protected by Workers' Compensation Insurance, Employers' Liability Insurance, General Liability Insurance and Automobile Liability Insurance for bodily injury and property damage and will furnish evidence thereof upon request. Consultant assumes the risk of damage to its own supplies and equipment.

16. Client shall be responsible for jobsite safety, except for Consultant's employees, subcontractors or subconsultants.

17. All samples shall remain the property of the Client, and Client shall be responsible for and promptly pay for the removal and lawful disposal of samples, cuttings and hazardous materials, unless otherwise agreed in writing. If appropriate, Consultant shall preserve samples obtained for the Project for not longer than sixty (60) days after the issuance of any document that includes the data obtained from those samples.

18. Client solely shall be responsible for notifying all appropriate municipal, regional, state or federal agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the Project site, or discovered during the performance of this Agreement, as may be required by such agencies.

19. In the event Consultant's work is interrupted due to delays other than delays caused by Consultant, Consultant shall be compensated equitably (based on Consultant's current Schedule of Charges) for the additional labor or other charges associated with maintaining its work force for Client's benefit during the delay, or at the option of the Client, for charges incurred by Consultant for demobilization and subsequent remobilization.

20. If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client in writing of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and be compensated under paragraph 21 in this Agreement.

21. This Agreement may be terminated by either party upon ten (10) days written notice sent first class mail, return receipt requested. In the event of a termination, Client shall pay for all reasonable charges for work performed and demobilization by Consultant through the tenth (10th) day after mailing the notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

22. Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, in the event that litigation is instituted under the terms of this Agreement, the same is to be brought and tried in the judicial jurisdiction of the court of the county in which the Agreement is signed. Client waives the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction.

23. Neither Client nor Consultant shall assign its interest in this Agreement without the written consent of the other.

24. This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties. The terms of this agreement will prevail over any different or additional terms in Client's purchase order or other forms unless agreed in writing by Consultant. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

**PARTIES**

This Agreement, entered into at Clark County, Nevada, is made this 21st day of November, 1996 between:

**CITY OF LAS VEGAS,  
DEPARTMENT OF PUBLIC WORKS**  
400 East Stewart Avenue  
Las Vegas, Nevada 89101  
Telephone: (702) 229-6276

and **KLEINFELDER, INC.**  
6850 South Paradise Road  
Las Vegas, Nevada 89119  
Telephone: (702) 736-2936  
FAX: (702) 361-9094

hereinafter called "Client"

hereinafter called "Consultant"

**PROJECT**

Client engages Consultant to provide services in connection with:

A proposal for Geotechnical Feasibility Study for proposed Whispering Wind Golf Course located in the areas northeast and southwest of the intersection of Valley View Drive and Stephanie Street in Las Vegas, Nevada.

**SCOPE OF SERVICES**

Consultant agrees to perform services as follows:

Provide geotechnical feasibility study including sampling 8 test pits to depths of 10 feet or refusal, and provide recommendations in accordance with attached Proposal No. 31-YP6497, dated November 21, 1996.

Client agrees that all services not expressly included are excluded from Consultant's Scope of Services.

**COMPENSATION**

Client agrees to compensate Consultant for such services as follows:

A lump Sum Fee of \$2,000.00.

Client and Consultant acknowledge that each has read and agrees to the General Conditions printed on the reverse side of this document which are incorporated herein and made a part of this Agreement and apply to all services performed by Consultant regardless of whether such services are included in the Scope of Services above.

Client: **CITY OF LAS VEGAS,  
DEPARTMENT OF PUBLIC WORKS**

Consultant: **KLEINFELDER, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Samuel D. Palmer, P.E.

Title: \_\_\_\_\_

Title: Regional Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## GENERAL CONDITIONS

Consultant shall invoice Client periodically for the services performed under this Agreement. Client shall pay such invoices upon receipt. Payment not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1-1/2 percent per month. The invoice amounts shall be correct unless Client notifies Consultant in writing within fourteen (14) days of receipt.

If Client fails to pay an invoice when due, Consultant may suspend all services until such invoice is paid in full. If payment in full is not made within sixty (60) days of the invoice date, Consultant may treat such nonpayment as a material breach of this Agreement by the Client and may terminate the Agreement.

Consultant shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession operating under similar conditions in the geographic vicinity and at the time the services are performed. No warranty, representation or guarantee, express or implied, is made or intended by this Agreement.

4. Consultant shall sign certifications only if Consultant approves the form of such certification prior to the commencement of services, and provided such certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied.

5. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Consultant, are for the exclusive use of the Client for the Project specified. No other use is authorized under this Agreement. Client will not distribute or convey Consultant's reports or recommendations to any person or organization other than those identified in the Project description without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution.

6. Consultant's reports, boring logs, maps, field data, drawings, test results and other similar documents are instruments of professional service, not products. Consultant reserves the right to copyright such documents; however, such copyright is not intended to limit the Client's use of the services provided under this Agreement other than as described in paragraph 5.

7. Client will make available to Consultant all information regarding existing conditions, including the existence of hazardous or dangerous materials, and proposed uses of the Project site. Client will transmit immediately to Consultant any new information that becomes available or any change in plans. Client releases Consultant from liability for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client or others. Client agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such information.

8. Client shall secure the permission necessary to allow Consultant's personnel and equipment access to the Project site at no cost to Consultant.

9. Client shall be responsible for correctly designating the location of all property lines of the Project site and all subsurface installations, such as pipes, tanks, cables, electrical lines, telephone lines and utilities within the Project site, unless otherwise agreed in writing.

10. Consultant is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of Consultant, nor is Consultant responsible for their acts or omissions or for any damages resulting therefrom.

11. Neither Client nor any other person may change or modify Consultant's work product without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized changes or modifications.

12. Client waives any claim against Consultant and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses, including but not limited to delay of the Project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly as a result of the services provided by Consultant under this Agreement, unless such injury or loss is caused by the sole negligence or willful misconduct of Consultant.

13. Client agrees to limit Consultant's liability due to professional negligence and to any liability arising out of or relating to this Agreement to fifty thousand dollars (\$50,000) or the amount of Consultant's fee, whichever is greater. This limit applies to all services on this Project, whether provided under this or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties.

14. All disputes between Consultant and Client shall be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute and the amount of time or money claimed, and requiring that the mediation proceed within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. No action or suit may commence unless the mediation does not occur within ninety (90) days after service of notice, the mediation occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to sixty (60) days after service of notice.

15. Consultant is protected by Workers' Compensation Insurance, Employers' Liability Insurance, General Liability Insurance and Automobile Liability Insurance for bodily injury and property damage and will furnish evidence thereof upon request. Consultant assumes the risk of damage to its own supplies and equipment.

16. Client shall be responsible for jobsite safety, except for Consultant's employees, subcontractors or subconsultants.

17. All samples shall remain the property of the Client, and Client shall be responsible for and promptly pay for the removal and lawful disposal of samples, cuttings and hazardous materials, unless otherwise agreed in writing. If appropriate, Consultant shall preserve samples obtained for the Project for not longer than sixty (60) days after the issuance of any document that includes the data obtained from those samples.

18. Client solely shall be responsible for notifying all appropriate municipal, regional, state or federal agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the Project site, or discovered during the performance of this Agreement, as may be required by such agencies.

19. In the event Consultant's work is interrupted due to delays other than delays caused by Consultant, Consultant shall be compensated equitably (based on Consultant's current Schedule of Charges) for the additional labor or other charges associated with maintaining its work force for Client's benefit during the delay, or at the option of the Client, for charges incurred by Consultant for demobilization and subsequent remobilization.

20. If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client in writing of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and be compensated under paragraph 21 in this Agreement.

21. This Agreement may be terminated by either party upon ten (10) days written notice sent first class mail, return receipt requested. In the event of a termination, Client shall pay for all reasonable charges for work performed and demobilization by Consultant through the tenth (10th) day after mailing the notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

22. Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, in the event that litigation is instituted under the terms of this Agreement, the same is to be brought and tried in the judicial jurisdiction of the court of the county in which this Agreement is signed. Client waives the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction.

23. Neither Client nor Consultant shall assign its interest in this Agreement without the written consent of the other.

24. This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties. The terms of this agreement will prevail over any different or additional terms in Client's purchase order or other forms unless agreed in writing by Consultant. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.