

AGREEMENT

This Agreement made and entered into this _____ day of _____, 2024, by and between the City of Reno, hereinafter referred to as the “CITY”, and Lumos & Associates, Inc., hereinafter referred to as “CONSULTANT”:

WITNESSETH:

WHEREAS, CITY desires to obtain design services for the Summit Ridge and Maestro Drive Sewer Rehabilitation Project, hereinafter referred to as “Project;”

WHEREAS, public convenience and necessity require the services of a consulting CONSULTANT to provide the services required;

WHEREAS, the CITY has found CONSULTANT qualified and experienced in the performance of said services;

WHEREAS, the CITY is desirous of engaging the services of CONSULTANT to perform said services; and

NOW, THEREFORE, said CITY and said CONSULTANT, for the considerations hereinafter set forth, mutually agree as follows:

ARTICLE I - SERVICES

A. CITY agrees to retain and does hereby retain CONSULTANT to perform the professional services hereinafter more particularly described, with such services to commence on the date of the execution of this Agreement and to continue until the completion of the work provided for herein.

B. CONSULTANT hereby agrees to perform the professional services as set forth herein and to furnish or procure the use of incidental services, equipment, and facilities necessary for the completion of said services.

C. CONSULTANT has the status of an independent contractor as defined in NRS 333.700 and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of CITY. CONSULTANT shall undertake performance of services as independent contractor and shall be wholly responsible for the methods of performance and for their performance.

ARTICLE II - SCOPE OF SERVICES

A. The Scope of Services is set forth in Exhibit A as attached hereto and incorporated herein by this reference.

ARTICLE III - COMPENSATION

- A. Payment for the services hereinabove set forth shall be made by the CITY to the CONSULTANT and shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work.
- B. Compensation to the CONSULTANT shall be time and materials per Exhibit A and Exhibit B (Fee Schedule) which are attached hereto and incorporated herein by this reference.
- C. Payments shall be made by the CITY based on itemized invoices from the CONSULTANT which lists costs and expenses. Costs not listed in Exhibits A or B will not be paid.
- D. CITY shall pay CONSULTANT within 30 days of receipt by CITY of CONSULTANT's invoice. If CITY disputes only portions of an invoice, CITY agrees to pay for undisputed items on that invoice within the time provided herein. Payment by CITY of invoices or request for payment shall not constitute acceptance by CITY of work performed under the Agreement by the CONSULTANT.
- E. The not-to-exceed budget for the services authorized by this Agreement is the sum of \$188,270.00 and shall not be exceeded without written authorization of the CITY. The budget may be increased by amendment hereto if necessitated by a change in the scope of services which increases the cost of providing the services. CONSULTANT is not authorized to provide any additional services beyond the scope of work without having authorized funding pursuant to a written amendment hereto signed by the authorized representative of the governing body.

ARTICLE IV - SCHEDULE OF WORK

- A. CONSULTANT will commence the services as described immediately following the Notice to Proceed provided to the CONSULTANT by the CITY and will proceed with such services in a diligent manner per the schedule in Exhibit A. CONSULTANT will not be responsible for delays caused by factors beyond CONSULTANT's control and will not be responsible for delays caused by factors which could not reasonably have been foreseen at the time the Agreement was approved.

ARTICLE V - ASSIGNMENT OF AGREEMENT

- A. The CONSULTANT SHALL not assign this Contract or any portion of the work without prior written approval of the CITY which may be withheld for any reason whatsoever.

ARTICLE VI- OWNER'S RESPONSIBILITY

- A. CITY shall provide any information in its possession that is requested by CONSULTANT and is necessary to complete the Project. CITY shall assist CONSULTANT in

Lumos & Associates - Summit Ridge and Maestro Drive Sewer Rehabilitation Project

obtaining access to public and private lands to allow the CONSULTANT to perform the work under this Agreement.

ARTICLE VII - NONDISCLOSURE OF PROPRIETARY INFORMATION

A. CONSULTANT shall consider all information provided by CITY to be proprietary unless such information is available from public sources. CONSULTANT shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of CITY or in response to legal process or as required by the regulations of public entities.

ARTICLE VIII - NOTICE

A. Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below:

To CONSULTANT:
Tim Russell, P.E.
Lumos & Associates, Inc.
308 N. Curry Street, Suite 200
Carson City, NV 89703

To CITY:
Kerrie Koski, P.E.
Public Works Director/City Engineer
City of Reno
If by personal service
1 East First Street
Reno, NV 89501
If by mail
P.O. Box 1900
Reno, NV 89505

B. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and CITY.

ARTICLE IX - UNCONTROLLED FORCES

A. Neither CITY nor CONSULTANT shall be considered to be in default of this Agreement, if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or personal for any of the supplies, material, accesses, or services required to be provided by either CITY or CONSULTANT under this Agreement, strikes, work

slowdowns or other labor disturbances, and judicial restraint. CONSULTANT shall be paid for services performed prior to the delay.

B. Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces, which are removable. The provisions of this Article shall not be interpreted or construed to require CONSULTANT or CITY to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing party shall upon being prevented or delayed from performance by an uncontrollable force immediately give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligation of this Agreement.

ARTICLE X- GOVERNING LAW

A. This Agreement shall be governed by and construed pursuant to the laws of the State of Nevada. In the event suit is commenced hereunder and in accordance with the Dispute Resolution Procedures of Article XXII, the suit shall be brought in the appropriate court in Washoe County, State of Nevada. In the event of an arbitration or mediation pursuant to Article XXII, such arbitration or mediation shall be held in Reno, Nevada.

ARTICLE XI - SUCCESSORS AND ASSIGNS

A. CITY and CONSULTANT each bind itself and their successors and assigns to the other party to this Agreement and to the successors, and assigns of such other party, in respect to all covenants, agreements and obligations or this Agreement.

ARTICLE XII - INDEMNIFICATION

A. To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless CITY and its officers, employees and agents (collectively "Indemnatee") from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT or employees or agents of the CONSULTANT in the performance of this Agreement.

B. CONSULTANT assumes no liability for the negligence or willful misconduct of any indemnatee or other consultants of indemnatee.

C. CONSULTANT'S indemnification obligations for claims involving Professional Liability (claims involving acts, error, or omissions in the rendering of professional services and Economic Loss Only (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the proportionate extent of CONSULTANT'S negligence or other breach of duty.

D. If CITY's personnel (consultants or other professionals) are involved in defending such legal action, CONSULTANT shall also reimburse CITY for the time spent by such personnel at the rate charged for such services by private professionals. These provisions shall survive termination of this agreement and shall be binding upon CONSULTANT, her legal representatives, heirs, successors and permitted assigns.

E. If CONSULTANT does not so defend the CITY and the CONSULTANT is adjudicated to be liable, reasonable attorney's fees and costs shall be paid to CITY in an amount proportionate to the liability of CONSULTANT.

ARTICLE XIII - INTELLECTUAL PROPERTY INDEMNITY

A. To the fullest extent permitted by law, CONSULTANT shall defend, protect, hold harmless, and indemnify CITY and the CITY'S related Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by CITY in writing. If CONSULTANT has reason to believe the use of a required design, process or product is an infringement of a patent, CONSULTANT shall be responsible for such loss unless such information is promptly given to CITY. This Indemnity Covenant shall survive the termination of this Agreement.

ARTICLE XIV – PAYMENT OF TAXES

A. Any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to CONSULTANT'S performance of this Agreement (including, without limitation, unemployment insurance, social security, and income taxes).

ARTICLE XIV - INSURANCE

A. GENERAL REQUIREMENTS.

1. The CITY requires that CONSULTANT purchase Industrial Insurance, General Liability, and CONSULTANT's Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subconsultants. The cost of such insurance shall be borne by CONSULTANT unless otherwise agreed.

B. INDUSTRIAL INSURANCE (WORKERS' COMPENSATION & EMPLOYER'S LIABILITY).

1. It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONSULTANT or any Subconsultant by the CITY and in view of NRS 616B.627 and 617.210 requiring that CONSULTANT complies with the provisions of Chapters 616A to 616D, inclusive and 617 of NRS, CONSULTANT shall, before commencing work under the provision of this Agreement, furnish to the CITY a certificate of insurance from the Worker's Compensation Insurer certifying that the CONSULTANT and each Subconsultant have complied with the provisions of the Nevada Industrial Insurance Act, by providing coverage for each and every employee, subconsultants, and independent contractors. Should the CONSULTANT be self-insured for Industrial Insurance, the CONSULTANT shall so notify the CITY and approve written approval of such self-insurance prior to the signing of a Contract. The CITY reserves the right to accept or reject a self-insured CONSULTANT and to approve the amount(s) of any self-insured retentions. The CONSULTANT agrees that the CITY is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the CONSULTANT.

2. It is further understood and agreed by and between the CITY and CONSULTANT that CONSULTANT shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at the CONSULTANT's sole cost and expense.

C. MINIMUM SCOPE OF LIABILITY INSURANCE. Coverage shall be at least as broad as:

1. **Commercial General Liability** at least as broad as Insurance Services Office Commercial General Liability Coverage "occurrence" form CG OO 01 04 13 and ISO CG 20 37 04 13, or equivalent forms. The Comprehensive General Liability Coverage shall include, but is not limited to, liability coverage arising from premises, operations, independent contractors, products and completed operations, personal and advertising, injury, blanket contractual liability and broad form property damage.

2. **Automobile Coverage** at least as broad as Insurance Services Office Business Auto Coverage form CA OO 01 10 13 or an equivalent form covering Automobile Liability Symbol 1 "Any Auto". In lieu of a separate Business Auto Liability Policy, the City may agree to accept Auto Liability covered in the General Liability Policy, if nonowned and hired auto liability are included. The CONSULTANT shall maintain limits of no less than \$1,000,000 or the amount customarily carried by the contractor, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

3. **Professional Errors and Omissions Liability** applying to all activities performed under this Agreement in a form acceptable to CITY. CONSULTANT will maintain professional liability insurance during the term of this Agreement and for a period of six (6) years from the date of substantial completion of the project unless waived by the CITY. In the event the

CONSULTANT goes out of business during the term of this Agreement or the six (6) year period described above, CONSULTANT shall purchase Extended Reporting coverage for claims arising out of CONSULTANT's negligence acts, errors and omissions committed during the term of the Professional Liability Policy.

D. MINIMUM LIMITS OF INSURANCE. CONSULTANT shall maintain limits no less than:

1. General Liability: \$2 million minimum combined single limit per occurrence for bodily injury, personal injury and property damage and \$4 million annual aggregate.

2. CONSULTANT's Errors and Omissions Liability: \$2 million per claim and \$4 million as an annual aggregate during the term of this Agreement and for six years after the completion of the project, with each subsequent renewal having a retroactive date which predates the date of this Agreement. The CONSULTANT may purchase project insurance or obtain a rider on her normal policy in an amount sufficient to bring CONSULTANT's coverage up to minimum requirements, said additional coverage to be obtained at no cost to the CITY.

E. DEDUCTIBLES OR SELF-INSURED RETENTIONS

1. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. The CITY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles or self-insured retention. Any changes to the deductible or self-insured retention made during the term of this Agreement or during the term of any policy, must be approved by the Risk Manager.

F. OTHER INSURANCE PROVISIONS

1. The CITY, its officers, officials and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT including the insured's general supervision of the CONSULTANT; products and completed operations of the CONSULTANT; or premises owned, occupied or used by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials or employees.

2. The CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, and employees. Any insurance or self-insurance maintained by the CITY, its officers, officials or employees shall be excess of the CONSULTANT's insurance and shall not contribute with it in any way.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, or employees.

4. The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Endorsements for General Liability, Auto, and Excess/Umbrella Liability listing all additional insureds are required. The endorsement for Excess/Umbrella Liability can be accomplished by the CONSULTANT'S production of a letter from the insurance company stating that Excess/Umbrella Liability will "follow form."

6. The CONSULTANT'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after at least thirty (30) days prior written notice for reasons other than non-payment of premium and at least ten (10) days for non-payment of premium mail has been given to the CITY.

G. ACCEPTABILITY OF INSURERS

1. Insurance is to be placed with an A.M. Best and Company rating level of A - Class VII or better, or otherwise approved by the CITY in its sole discretion. CITY reserves the right to require that CONSULTANT'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted lists.

H. VERIFICATION OF COVERAGE

1. CONSULTANT shall furnish the CITY with certificates of insurance, including but not limited to the Certificate of Compliance in NRS 616B.627 and with original endorsements affecting coverage required by this article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be countersigned by a duly appointed and licensed agent in this state. All approved deductibles and self-insured retentions shall be shown on the certificate. The certificates are to be on forms approved by the CITY. All certificate and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

I. SUBCONSULTANTS

1. CONSULTANTS shall require all subconsultants to be insured on their own or under its policies and shall furnish separate certificates and endorsement for each subconsultant. Coverages for subconsultants shall be subjected to all of the requirements stated herein unless modified by the Risk Manager or Office of the City Attorney.

J. MISCELLANEOUS CONDITIONS

1. If the CONSULTANT or any Subconsultant fails to maintain any of the insurance coverages required, the CITY may terminate this Agreement for cause.

2. Nothing herein contained shall be construed as limiting in any way to the extent to which the CONSULTANT may be held responsible for payment for damages to persons or property resulting from her operations or the operations of any subconsultant under her.

3. If CONSULTANT's failure to maintain the required insurance coverage results in a breach of this Agreement, CITY may purchase the required coverage, and without further notice to CONSULTANT, deduct from sums due to CONSULTANT any premium cost advanced by CITY for such insurance.

ARTICLE XVI - LITIGATION

A. This Agreement does not require the CONSULTANT to prepare for or appear in litigation on behalf of The CITY, or as agent of the CITY, other than specified herein, except in consideration of additional reasonable compensation.

ARTICLE XVII - TERMINATION OF WORK

A. Either party to this Agreement may terminate the Agreement for cause upon giving the other party thirty (30) days prior written notice. Cause may include failure to perform through no fault of the party initiating the termination. In addition, CITY may terminate the Agreement for any one of the following causes: performance by CONSULTANT which CITY deems unsatisfactory in CITY's sole judgment; and CITY's lack of funds to complete the work. Cause for CONSULTANT may include failure of CITY to make timely payment to CONSULTANT without good cause, following a demand for payment.

B. In addition, CITY may terminate any or all of the work covered by this Agreement by notifying CONSULTANT in writing. In the event such termination occurs at the conclusion of services pursuant to an executed task order, then CONSULTANT shall be entitled to receive compensation for all work satisfactorily completed and performed through the conclusion of that task order. No other changes or costs incurred for services or materials other than pursuant to an executed task order shall be reimbursed by CITY pursuant to this Agreement. In the event such termination occurs during the performance of services pursuant to an authorized task order, then CONSULTANT and CITY shall need to determine what, if any additional services should be performed by CONSULTANT in order to close out the work in progress and provide any such unfinished materials to CITY. CONSULTANT and CITY shall agree upon the additional amount of work to be performed following the termination notice and the amount payable by CITY for such work. In the event that the parties cannot otherwise agree on the amount to be paid pursuant to this provision, then the matter may be referred to the Dispute Resolution Procedure in ARTICLE XXII.

C. In the event the Agreement is terminated by CITY for cause, including performance deemed unsatisfactory by CITY, or CONSULTANT failure to perform, or other cause created by CONSULTANT, CITY may withhold and offset against any payments otherwise due and/or seek recovery from CONSULTANT for amounts already paid, including without limitation: amounts paid for unsatisfactory work or work not done in accordance with this Agreement; value of CITY's time spent in correcting the work or problem; any increase in cost resulting from the problem or work; and any other costs which result from such termination. Subject to the terms herein, CONSULTANT will be paid for services performed prior to termination.

D. CONSULTANT expressly agrees that this Agreement shall be terminated immediately if for any reason local, federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

ARTICLE XVIII - PROFESSIONAL SERVICES

A. CONSULTANT shall be responsible for the professional quality and technical accuracy of all services furnished by CONSULTANT and their subconsultants under this Agreement. Without limiting the effect of any other provision of this Agreement and in addition to any other provision contained herein, CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in their services.

B. CONSULTANT and their subconsultants retained pursuant to this Agreement are considered by CITY to be skilled in their profession to a degree necessary to perform the services and duties contained in this Agreement, and CITY hereby relies upon those skills and the knowledge of CONSULTANT and their subconsultants. CONSULTANT and their subconsultants shall perform such professional services and duties as contained in this Agreement in conformance to and consistent with the standards generally recognized as being employed by professionals of their caliber in the State of Nevada and under similar conditions. CONSULTANT makes no warranty, either expressed or implied, as to their findings, recommendations, specifications or professional advice other than as provided herein.

C. Neither CITY'S review, approval, or acceptance of nor payment for any of the professional services or work required under this Agreement shall be construed to operate as a waiver of any of CITY'S rights under of this Agreement. The rights and remedies of CITY provided for under this Agreement are in addition to any other rights and remedies provided by law.

D. Project information including but not limited to reports, written correspondence, and verbal reports will be prepared for the use of the CITY. The observations, findings, conclusions and recommendation made represent the opinions of the CONSULTANT. Reports, records, and information prepared by others will be used in the preparation of the report. The CONSULTANT has relied on the same to be accurate and does not make any assurances, representations, or warranties pertaining to the records or work of others, except for its subconsultants, nor does the

CONSULTANT make any certifications or assurances except as explicitly provided in writing. No responsibility is assumed by the CONSULTANT for use of reports for purposes of facility design by others.

ARTICLE XIX – PROPERTY: COPYRIGHTS

A. The CONSULTANT shall furnish to the CITY all field notes, reports, data, and electronic or magnetic media, and original tracings of all drawings and plans, maps, photographs, and other materials (including, if requested by the Director, design computations, design sketches and review drawings) prepared pursuant to this Contract (hereinafter collectively referred to as “Documents”). The originals of such Documents shall be and remain the property of the CITY.

B. All of such Documents shall be deemed to be “works made for hire” prepared for the CITY. The ownership of all copyrights and all rights embodied in the copyrights in or to such Documents shall rest in the CITY when any such is subject to copyright. The CONSULTANT agrees that it, nor any of its employees, shall have any right to copyright any of such Documents. The CONSULTANT further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the Reno City Council. The CONSULTANT shall place a conspicuous notation upon each Document which indicates that the copyright thereto is owned by the CITY.

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

D. Documents, including drawings and specification prepared by CONSULTANT pursuant to this Contract, are not intended or represented to be suitable for reuse by CITY or others on extensions of the services provided for the Project or any other project. Any use of completed Documents for other projects and/or any use of uncompleted Documents without specific written authorization from CONSULTANT will be at the CITY’s sole risk without liability or legal exposure to CONSULTANT.

ARTICLE XX - RIGHTS OF CONSULTANTS AND EMPLOYEES

A. No personnel employed by CONSULTANT shall acquire any rights or status in the CITY services and CONSULTANT shall be responsible in full for payment of its employees, including insurance, deductions, and all the like.

ARTICLE XXI - SERVICES BY CITY

A. It is understood and agreed that the CITY shall, to the extent reasonable and practicable, assist and cooperate with the CONSULTANT in the performance of CONSULTANT's services hereunder. Such assistance and cooperation shall include, but not necessarily be limited to, environmental approval, right of access to work sites; providing material available from the CITY's files such as maps, As-Built drawings, records, and operation and maintenance information; serving all notices, holding all hearings, and fulfilling legal requirements in connection therewith; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the project.

ARTICLE XXII - DISPUTE RESOLUTION PROCEDURE

A. If disputes arise under this Agreement, the parties agree to attempt to resolve such disputes through direct negotiations or if such negotiations are not successful, by non-binding mediation conducted in accordance with the rules and procedures to be agreed upon by the parties.

B. Unless otherwise provided for herein, each party shall bear its own attorney's fees and court costs.

ARTICLE XXIII - NO UNFAIR EMPLOYMENT PRACTICES

A. In connection with the performance of work under this Agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, sex, sexual orientation, gender identity, gender expression, veteran status, or any other protected class status applicable under federal, state or local law, rule or regulation. Such Agreement shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. CONSULTANT further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

C. Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles.

D. As used in this Article, sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality.

E. Any violation of these provisions by CONSULTANT shall constitute a material breach of contract.

ARTICLE XXIV - AMERICANS WITH DISABILITIES ACT

A. CONSULTANT and its subconsultants shall comply with the terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

ARTICLE XXV - GENERAL PROVISIONS

A. Integration. This Agreement, including the Exhibits and the Recitals, all of which are true and correct and are incorporated by reference as a part of this Agreement, constitutes the complete and integrated Agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.

B. Severability. The legality of any provision or portion of this Agreement shall not affect the validity of the remainder.

C. Amendment. This Agreement shall not be modified, amended, rescinded, canceled, or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties.

D. No Third Party Benefit. This Agreement is a contract between CITY and CONSULTANT and nothing herein is intended to create any third party benefit.

E. Governing Law and Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of Nevada. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the district courts of the State of Nevada, County of Washoe.

ARTICLE XXVI - DUE AUTHORIZATION

A. Each party represents that all required authorizations have been obtained to execute this Agreement and for the compliance with each and every term hereof. Each person signing this Agreement warrants and represents to the other party that he or she has actual authority to execute this Agreement on behalf of the party for whom he or she is signing. An electronic or facsimile signature on this Agreement shall be treated for all purposes as an original signature.

B. Duplicate originals. This Agreement is executed in one duplicate original for each party hereto and is binding on a party only when all parties have signed and received a duplicate original.

IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by the City of Reno and CONSULTANT have caused this Agreement to be executed, all as of the day and year first above written.

CITY OF RENO

ATTEST:

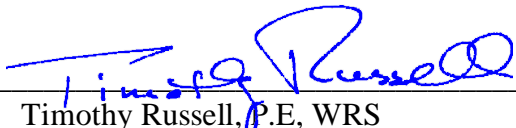
By: _____
Hillary L. Schieve, Mayor

By: _____
Mikki Huntsman, City Clerk

APPROVED AS TO FORM

By: _____
Susan Ball Rothe
Deputy City Attorney

Lumos & Associates, Inc.

By:  _____
Timothy Russell, P.E, WRS
Director of Engineering

Lumos & Associates - Summit Ridge and Maestro Drive Sewer Rehabilitation Project

EXHIBIT A
CITY OF RENO
SUMMIT RIDGE AND MAESTRO DRIVE SEWER REHABILITATION PROJECT
SCOPE OF SERVICES

The City of Reno (City) has identified two areas for sanitary sewer improvements in Reno that may require repair, realignment, or upsizing. The replacement of the Maestro Drive sanitary sewer main crosses Dry Creek which may require permitting through the Nevada Division of Environmental Protection (Bureau of Water Pollution Control) and the Army Corps of Engineers if traditional excavation methods are used.

The Scope of Services for this project will include: topographic surveying, soils investigation, field investigation of existing utilities, preparation of construction documents, and bid services. These services are divided into seven tasks as follows:

1. Project Management - includes ongoing meetings and coordination with the City.
2. Topographical Survey - includes a topographical survey with minimal right-of-way research.
3. Geotechnical Investigation - includes a soils investigation for this rehabilitation project.
4. Preliminary Design - includes the collection, review, and incorporation of background data provided by the local utility providers and City base maps overlain on a topographical survey. This includes the review of existing sanitary sewer data, and verification of laterals. Additionally, an alternatives analysis will be provided to evaluate the feasibility of rerouting the sewer main to connect in Virginia Street, instead of through Dry Creek to avoid the permitting process.
5. Construction Documents - includes the preparation of construction plans and technical specifications for review and acceptance by the City.
6. Permitting – Coordination and permit applications to applicable agencies for approval of the improvements.
7. Bidding Services - includes providing technical assistance to the City during the bidding process.
8. Project Design Contingency - a contingency budget for unforeseen conditions and used only at the direction of the City.

Each of these tasks are defined in greater detail below. It is understood that the final design will be adjusted as needed to meet project requirements and the needs of the City. Furthermore, it is understood that the limits of each sewer segment will vary based upon the results of the investigation and design process.

PROJECT UNDERSTANDING

Lumos & Associates will provide professional engineering services for the City of Reno Summit Ridge and Maestro Drive Sewer Rehabilitation Project. The project will include the repair, upsizing and/or relocation of approximately 2,200 linear feet of sanitary sewer pipe and manholes.

- Upsizing and of approximately 700 linear feet of sanitary pipe and manhole replacement on Summit Ridge Drive, connecting in 4th Street.
- Repair, upsizing, or realignment of approximately 1,500 linear feet of sanitary sewer main in the Maestro Drive area between Virginia Street and Sierra Center Pkwy. This scope was initially included in the 2024 Consolidated Sewer Rehabilitation Project. Survey and Geotechnical Investigation was completed, but no design was performed.

It is understood that the final number of pipe segments, manholes, and service laterals will vary depending on the results of the field investigation, project layout, site constraints, project funding, and schedule.

TASK 1 - PROJECT MANAGEMENT

Management of the overall project will include scheduling of Lumos & Associates staff resources, coordinating sub-consultants, City design review meetings, coordinating field investigation contractor (contracted by City), quality assurance reviews, invoicing, and meetings with utility agencies and other agencies, as necessary. The project manager will schedule and facilitate a project kickoff meeting with the City. Detailed monthly invoices will be prepared to document all work performed and monthly status reports will be provided to the City of Reno. This task also includes weekly project update meetings with City staff. These meetings will be attended by up to three Lumos & Associates staff. For this proposal it is assumed that up to 8 project update meetings will be conducted.

TASK 2 – TOPOGRAPHIC SURVEY AND MAPPING

Topographic Survey – Lumos & Associates will provide field survey operations to establish primary horizontal control points at the project site using North American Datum of 1983 (NAD 83) and convert from grid to ground using the Nevada State Plane coordinate conversion factor of 1.000197939. Vertical control shall be established using the Reno Vertical Control System (RVCS) based on North American Vertical Datum of 1988 (NAVD 88).

Vertical control points shall be verified by closed differential level loops that do not exceed $e=0.04 \times \text{SQRT}(E)$, where “e” is maximum misclosure in feet and “E” is the distance in miles. Level looped data accuracy shall not exceed ± 0.03 horizontally and ± 0.02 vertically.

Existing Improvement Topography – Lumos & Associates will provide field topographic survey for all sewer rehabilitation areas with sufficient width to capture all features required for design and construction. The field survey will also include at least one manhole beyond the rehabilitation limits. Relevant surface features including street improvements, surface apparent utilities, sewer and storm drain manholes, trees, and other significant improvements will be located. Cross sectional topographical intervals will be provided at a 50' maximum spacing and at curb returns, point of tangents, point of curves, and critical locations within the project reconstruction limits. Topographic data shall include but not be limited to, curb and gutter, sidewalk, driveway cuts and driveway wings, alley ways, valley gutters, pedestrian ramps, survey roadway monuments, signs, landscape walls, fences, retaining walls, affected trees and connectivity of all surface and subsurface utilities. Any centerline street monuments that will be disturbed during construction will be tied so that they can be replaced after construction activities have been completed. Any property corners found shall be tied to confirm City right-of-way lines from Washoe County property lines shape file. The survey will not include an aerial flight survey. The City's existing aerial photography will be incorporated for verification of minor or inaccessible areas. Pertinent data will be added, but the photography will not be shown in the final plans.

In addition to the above site features, the following utility improvements will also be surveyed:

Manholes:

Lumos & Associates will obtain field data from each affected manhole within the rehabilitation limits and one manhole beyond the rehabilitation limits, where applicable. Lumos & Associates will record depth of flow, flow direction, size of internal pipes and depth to invert (from rim). Lumos & Associates will establish elevations for the manhole rims from an approved City of Reno benchmark. Lumos & Associates will also note whether the manhole is concentric or eccentric to the rim. Lumos & Associates field crews will utilize the City of Reno's manhole diagram form to document this information. Each manhole sketch will include the City of Reno manhole number and a north arrow. Lumos & Associates will compile manhole information in an Excel spreadsheet and that will include the City of Reno manhole designation, rim elevation, and invert elevations.

Utility Research:

Utilizing USA-North's on-line utility database and a review of the proposed construction area, Lumos & Associates will develop a list of utilities in the area. Lumos & Associates will contact each of the utility owners and request their underground utility drawings. Utility company drawings will be utilized, in conjunction with survey field information, to map underground infrastructure as accurately as possible. Lumos & Associates' engineering staff will analyze the survey data and identify areas of potential utility conflicts and areas lacking existing utility information.

Subsurface Utilities:

Water and Gas Valves. Lumos & Associates will attempt to remove covers of gas and water valves found in the project area and document the depth to top of valve nut provided the valve cans are not filled with debris. Surface data will also be collected for all communication vaults, traffic signal vaults or other utilities found in the project area.

Potholing:

To provide confirmation of buried utility depth and location, Lumos & Associates will identify locations to be potholed. Lumos & Associates will send a request to the City of Reno identifying the locations to be potholed. Lumos & Associates will coordinate locations with the City's potholing contractor (contracted separately by the City and not included in this scope). The contractor will file the final USA utility location ticket. Lumos & Associates will be onsite to observe and coordinate the potholing operations. One (1) Lumos & Associates representative will be on-site during all potholing activities to inspect, photograph, locate (horizontal and vertical) existing infrastructure, and set vertical and horizontal offset/swing tie markers. Lumos & Associates will survey any offset markers. Lumos & Associates assumes no more than ten pothole locations and that they can be completed within two days. Lumos & Associates assumes the City's potholing contractor will prepare any required traffic control plan(s) and provide all traffic control measures.

Lumos & Associates' geotechnical engineer will be on-call, as needed, during potholing operations to review soil conditions and take material samples (if native soils are encountered) if useful to the design of the project.

Utility information collected in this task will be merged with the other utility information collected, the topographic and site feature survey information, and right-of-way information to create the base map of existing utility locations.

Mapping:

Lumos & Associates will provide mapping of existing site features, including but not limited to curb and gutter, sidewalk, driveways, alley ways, valley gutters, pedestrian ramps, landscape walls, affected trees and connectivity of all surface and subsurface utilities features. Subsurface utilities will indicate type, existing surface elevation, and depth to feature or pipe invert(s). Mapping will be provided at a scale of 1"=40'. All drafting will conform to City of Reno Capital Projects Division's drafting standards. The City will provide drafting standards to Lumos & Associates.

The City will provide Lumos & Associates the following information:

- Public sanitary sewer and storm drain alignments and manhole locations in digital format.
- Manhole reports and photos, where available.
- Parcel data shape files and aerial photograph in digital format.
- CCTV pipeline inspection reports and digital videos in MPEG format.
- Record drawings for City-owned infrastructure in the project area.
- Other available information from the City's database including but not limited to existing easements and historic operational information.

TASK 3- GEOTECHNICAL INVESTIGATION

Lumos & Associates will provide a field investigation that will consist of two (2) test pits within the Summit Ridge roadway in the area proposed for sewer rehabilitation. Excavation will extend to a depth of eight (8) to thirteen (13) feet, or practical refusal, whichever is less. Lumos will collect samples of each soil type encountered within the test pits and document the existing pavement structural section. We understand Lumos will provide the excavating, USA Dig notification, backfill, patching, and traffic control.

Lumos & Associates, Inc. herein proposes to provide laboratory testing on the samples collected. Additionally, we propose to perform engineering analyses and calculations and develop a report that will discuss the site conditions, field and laboratory test data, and our conclusions and recommendations from a geotechnical perspective. Our Geotechnical Investigation will be supervised by a Registered Professional Engineer in the State of Nevada and will specifically include the following services:

Field Investigation will include:

- Identification of all Test Pit and Locations
- Pavement Structural Section Thickness
- Soil Sampling
- USA Dig Notification
- Excavation/ Backfill/ Patch
- Traffic Control

Laboratory analysis may include:

- Atterberg Limits
- Grain Size Analysis (including fines and moisture content)
- Soluble Sulfates
- Expansion Index
- Proctor

Report, Recommendations, and Conclusions:

- Table of Contents
- Project Location, Background, and Purpose
- Exploration Logs and Maps
- Site Conditions
- Field Investigation
- Soil Types and Classifications
- Laboratory Test Results
- Site Preparation Recommendations
- Pavement Patching Recommendations
- Trench Excavation & Backfill Recommendations
- Construction Procedures
- Ground Water Depth, if Encountered

TASK 4- PRELIMINARY DESIGN

Review of Existing Data - Lumos & Associates will review existing sanitary sewer CCTV videos and as-builts provided by the City. The CCTV will provide the opportunity to verify the accuracy of the existing utility data and identify conditions not shown in the as-builts. Information taken from the CCTV and as-builts review will be incorporated into the preliminary design.

Lumos & Associates understands that bypass pumping will be required. Lumos & Associates will include

requirements for bypass pumping in the contract documents and the development of a bypass pumping plan by the contractor. Lumos & Associates will review and comment on the bypass pumping plan as a part of the engineering services during construction, which are not included in this scope of services.

Lateral Verification:

Lumos & Associates will review existing sanitary sewer CCTV videos provided by the City. Laterals identified in the CCTV videos will be mapped. If needed, Lumos & Associates will work with the City to verify the source of mapped laterals. The City will provide inspectors and CCTV crews, as needed, to perform lateral dye testing. Lumos & Associates will provide one inspector for up to a two day period to assist with the dye testing.

Once the existing conditions are fully mapped, Lumos & Associates will prepare an alternatives analysis for the Maestro Drive portion (evaluate potential to install improvements in Virginia Street versus crossing Dry Creek), preliminary plans (50%), an outline of Bid items (using the City standard format), and an OPCC Class 3 preliminary cost estimate for the City's review. The preliminary plans will include the following:

- a. Preliminary Cover Sheet, General Notes Sheet, and Sheet Index;
- b. Preliminary Plan and Profile Sheets;
- c. Preliminary Restoration Sheets; and
- d. Preliminary Detail Sheets.

TASK 5 – CONSTRUCTION DOCUMENTS

Lumos & Associates will prepare final construction plans and technical specifications suitable for construction bid advertisement for the approved alignment in accordance with the City's standards and requirements.

The final construction plans will be printed on 11 "x 17" sheets (half size 22"x34") and using the City's standard format. The plans will show all elements of project construction including but not limited to reconstruction plan view, subsurface plan and profiles, right-of-way lines, property owners' names, property APNs and site addresses, and cross-section grading table(s).

90% Improvement plans and Specification Submittal:

Lumos & Associates will submit 90% design plans, to the City and utility companies for review. At a minimum, the 90% design plans will include the 50% plan sheets (as revised to address the City's review comments) and showing the existing parcel base with owner names and addresses, rights-of-way, existing conditions, existing utilities, service laterals, proposed vertical and horizontal sewer main alignments, manhole locations, surface restoration, and striping. Lumos & Associates will prepare an outline of bid items using the City's standard format and an engineering estimate of probable construction cost.

The 90% design plans will address all comments generated from the 50% design plan review and include a draft copy of the contract documents and technical specifications.

The contract documents and technical specifications will reference the latest edition of the Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The City will provide Lumos & Associates the Bid Forms and Division 0 contract documents in MS Word format. Lumos & Associates will coordinate the technical specifications with the Bid Forms and Division 0.

Plan Production and Distribution:

At 50%, 90%, and final project milestones Lumos & Associates will submit up to ten (10) sets of plans on 11"x17" size sheets (half size) and technical specifications. The City will be responsible for delivering all sets to the review agencies. Electronic files of submittals will also be included in .dwg, .docx, and .pdf file formats.

Submittal Review Meetings:

Lumos & Associates will conduct one (1) meeting with the City for each submittal to review the design and discuss design comments. The 50% submittal review meeting will be attended by Lumos & Associates and City staff. The City will distribute the 50% plans to utility owners and solicit their comments. The design progress will not wait to receive utility comments. The 90% submittal review meeting is expected to include City staff and utility company representatives. The meetings will be held in-person and will be attended by two Lumos & Associates representatives and expected to last no more than two hours. Lumos & Associates understands that additional meetings may be required to discuss review comments and design issues, but will be complete as part of the regular progress meetings.

Final Bid Documents:

Lumos & Associates will address comments from the 90% submittal review and prepare final bid documents. Lumos & Associates will deliver the final bid documents suitable for bid advertisement in accordance with the City's standards and requirements.

The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge. Lumos & Associates will provide the City the final signed and sealed plans and specifications in PDF (plans and specifications) and MS Word (specifications only). The City will advertise the project and upload the bid documents to the City's E-Plan Room.

TASK 6 – PERMITTING

It is anticipated that coordination and permitting with NDEP (Bureau of Water Pollution Control) will be required for this project. This task includes the application submittal, permitting, and processing of requested revisions of the civil improvement plans. It is assumed that proposed improvements that do not disturb soil within Dry Creek or wetland within the project area will not require additional permitting. Traditional excavation methods will require additional permitting through Army Corps of Engineers (ACOE), Activities in Wetlands and/or Waters of the U.S., and NDEP Working in Waters Permit. If traditional excavation in Maestro Drive is required, then Design Contingency may be utilized to account for unknown permitting requirements at this time.

TASK 7 - BIDDING SERVICES

Lumos & Associates will be available during the bidding process and answer technical questions raised by bidders during the bidding period. All questions regarding legal aspects of the construction documents will be referred directly to the City. In addition, all questions and responses will be documented and provided to the City. The City will be responsible for distributing responses and clarifications to bidders. If required, Lumos & Associates will provide addenda showing revisions to the contract documents and provide them to the City in electronic PDF format. Communication will be limited to the City regarding addenda information. The City will be responsible for the issue of any addenda to the bidders.

If requested, Lumos & Associates will attend bid opening and compile a bid tab to assist the City in evaluating the completeness of the bids.

TASK 8 – PROJECT DESIGN CONTINGENCY (OPTIONAL)

The Project Design Contingency is specifically for additional out-of-scope tasks and time extensions, as may be required, which are unidentifiable at this time. This work shall be added at the sole discretion of the City, for fees negotiated on a case-by-case basis. Work will be performed on a time and materials basis in accordance with Lumos & Associates fee schedule. Lumos & Associates' standard fee schedule is incorporated into this proposal.

ASSUMPTIONS/ EXCEPTIONS:

- This proposal is based upon the anticipated schedule provided by the City.
- Sewer modeling is excluded from the scope of work.
- Permitting fees will be paid by the City.
- Project will be bid as a single package.
- Traffic control plans and bypass pumping plans will be provided by the Contractor.
- Some construction work may occur outside of City of Reno rights-of-way and will require right-of-way engineering, which is assumed to be completed by the City.
- No comments will be made on the final submittal. The submittal review will be limited to confirm that all 50% and 90% submittal comments have been addressed.
- The City's excavation Contractor will perform the excavation and traffic control for any potholing activities.
- This scope does not include any soil and/or groundwater contamination evaluation at the site. Lumos has assumed that any Environmental Fee or permits fees will be paid and secured by others so we may conduct our field investigation and/or tests, and that access to the site will be granted to our Field Engineer.

FEES:

Lumos & Associates proposes to furnish professional engineering services for the scope of work described in here in on a time and material basis using our standard engineering fees as listed in "Exhibit B".

The time and material fees will not exceed the following amounts for each of the Tasks outlined:

Task 1 – Project Management	\$19,540
Task 2 – Topographic Survey and Mapping	\$21,070
Task 3 – Geotechnical Investigation	\$19,720
Task 4 – Preliminary Design	\$29,260
Task 5 – Construction Documents	\$65,960
Task 6 – Permitting	\$19,400
Task 7 – Bidding Services	\$3,320
Task 8 – Project Design Contingency (OPTIONAL)	\$10,000
Subtotal	\$188,270

PROJECT SCHEDULE

Lumos & Associates Agreement to Council:	October 9, 2024
Start Design (Maestro Drive):	October 14, 2024
Topographic Survey and Mapping, Geotechnical Investigation (Summit Ridge)	November 15, 2024
Start Design (Summit Ridge)	November 18, 2024
50% Preliminary Plans:	December 6, 2024
City of Reno Review	December 13, 2024
90% Construction Documents:	January 17, 2025
City of Reno Review	January 24, 2025
Final Construction Documents:	January 31, 2025
Advertise:	February 6, 2025
Open Bids:	February 27, 2025

KEY PERSONNEL

The key personnel assigned to this project include the following:

- Project Manager – Alex Greenblat, P.E.
- Project Engineer – Taylor Adams, P.E.
- Quality Control and Assurance – Jonathan Lesperance, P.E., Brian Harer
- Materials Engineering Manager – Mitch Burns, P.E.
- Survey Project Manager – Greg Phillips, P.L.S.

Encl: Exhibit B – Project Fee Schedule and Budget Breakdown

Engineering		Per Hour
Director		\$295
Group Manager		280
Assistant / Project / Senior Project Manager		205/235/250
Staff / Project / Senior Engineer		185/200/215
Assistant / Project / Senior Project Coordinator		145/180/190
Project / Senior Project Designer		160/170
Engineering Technician I / II / III		110/140/150
Construction		Per Hour
Director		\$285
Materials Engineering Manager		250
Assistant / Project / Senior Project Manager		195/225/240
Staff / Project / Senior Geotechnical Engineer		180/195/205
Construction Services Supervisor / Engineer		160/185
Assistant / Project / Senior Project Coordinator		140/175/185
Geotechnician		160
Inspector / Senior Inspector (includes nuclear gauge)		150/160
Construction Technician I / II / III		115/125/135
Materials Technician I / II / III (includes nuclear gauge)		105/115/125
Administrative Technician		85/95/105
Surveying		Per Hour
Director		\$285
Group Manager		270
Assistant / Project / Senior Project Manager		195/225/240
Staff / Project / Senior Surveyor		180/195/205
Assistant / Project / Senior Project Coordinator		140/175/185
Photogrammetrist / Photogrammetry Manager		155/180
GIS Analyst		135
Surveying Technician I / II / III		90/135/145
Party Chief		180
Administrative & Other Services		Per Hour
Administrative Support		\$125

Exhibit B - Fee Schedule

Testing/Inspection		Per Hour
Director		\$285
Materials Engineering Manager		250
Assistant / Project / Senior Project Manager		195/225/240
Staff / Project / Senior Geotechnical Engineer		180/195/205
Construction Services Supervisor / Engineer		160/185
Assistant / Project / Senior Project Coordinator		140/175/185
Geotechnician		160
Inspector / Senior Inspector (includes nuclear gauge)		150/160
Construction Technician I / II / III		115/125/135
Materials Technician I / II / III (includes nuclear gauge)		105/115/125
Administrative Technician		85/95/105

Particle Size Testing For Soils/Aggregates		Each
Sieve Analysis	(ASTM C-136/C-117)	\$200
Wash	(ASTM C-117)	150
Grain Size Analysis Soils	(ASTM D-421/422)	300
Sieve Analysis/Wash (coarse combined)	(ASTM C-136/C-117)	250

Soils & Aggregate Testing		Each
Specific Gravity & Absorption — Coarse or Fine Aggregate	(ASTM C-127/C-128)	\$150
Sand Equivalent	(ASTM D-2419)	200
Dry Unit Weight of Aggregate	(ASTM C-29)	100
Organic Impurities	(ASTM C-40)	100
Fractured Faces	(NDOT T-230)	100
L.A. Abrasion	(ASTM C-131)	250
Sodium Sulfate Soundness (5 cycles)	(ASTM C-88)	500
Moisture Content	(ASTM C-566)	50
Moisture Content and Unit Density	(ASTM D-2937)	100
Plastic Index	(ASTM D-4318)	225
Expansion Index	(ASTM D-4829)	300
R-Value	(ASTM D-2844)	350
Direct Shear	(ASTM D-3080)	350
Consolidation	(ASTM D-2435)	500
Clay Lumps/Friable Parts	(ASTM C-142)	100
Cement Treated Base Compression Test		75
Fine Durability Index	(ASTM D-3744)	250
Coarse Durability Index	(ASTM D-3744)	300
Cleaness Value	(CAL 229)	250

Moisture Density Testing		Each
Compaction	(ASTM D-698 or ASTM D-1557)	\$275
Rock Correction	(ASTM D-4718)	150
Harvard Miniature	(NDOT T-101)	150
CAL 216		300
Check Point	(ASTM D-1557)	125
Emulsion Testing		Each
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 24 hr. turnaround	\$400
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 3-day turnaround	350
Saybolt Furol Viscosity Test @ 122°	(AASHTO T-59)	275
Rotational Paddle Viscosity	(ASTM D-7226 & AASHTO T-382)	550

Exhibit B-1 Fee Schedule

Concrete Testing		Each
Compression Concrete Cylinders	(ASTM C-39)	\$40
Hold Cylinder (Cured but not tested)		30
Compression, Concrete Core	(ASTM C-42)	40
Flexural Strength of Concrete Beams	(ASTM C-78/C-293)	80
Compression, Grout Cylinder	(UBC 24-28)	40
Compression, Mortar Cylinder	(UBC 24-28)	40

Asphalt Concrete Testing		Each
Sieve Analysis	(ASTM D-5444)	\$125
Unit Weight on Compacted Sample	(ASTM D-2726)	50
Unit Weight on Core	(ASTM D-2726)	75
Marshall Stability & Flow	(ASTM D-1559)	50
Max. Theoretical Specs. Gravity	(ASTM D-2041)	100
Bitumen Content	(ASTM D-6307)	150
A.C. Series (Marshall)		675
Oven Correction	(ASTM D-6307)	300