

Black Eagle on-call Special Inspection and Material Testing Services

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF RENO, hereinafter referred to as “CITY” and BLACK EAGLE CONSULTING, INC., hereinafter referred to as “CONSULTANT.”

WITNESSETH

WHEREAS, the CITY wishes to secure on-call consulting services for Special Inspection, Material Testing, and Geotechnical Services for various City projects, hereinafter referred to as “PROJECT.”

NOW THEREFORE, the CITY and CONSULTANT agree as follows:

1. Objectives.

1.1 The CONSULTANT shall serve as the CITY’s consultant of record and shall give advice to the CITY during performance of services to which this Agreement applies. All services shall be performed by the Consultant.

2. Basic Services.

2.1 The CONSULTANT will perform the services described in Exhibit A which is incorporated herein by this reference as part of this agreement.

2.2 The CONSULTANT will not change its Project Manager without written approval from the CITY.

3. CITY Responsibility.

3.1 The CITY shall designate a Project Manager to act as the CITY’s representative with respect to the work performed under this Agreement.

3.2 The CITY shall give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of a problem with the project.

4. Authorization, Progress and Completion.

4.1 By execution of this Agreement, the CITY grants to the CONSULTANT specific authorization to proceed, upon written notice, with the services described in Article 2.1 of this Agreement, and shall continue until completed per the schedule attached hereto.

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### 5. Compensation.

5.1 Compensation for services performed as described in Article 2.1 shall be payable on a time and materials basis in the not-to-exceed amount of \$200,000.00 per the 2022 Standard Rate Schedule attached as Exhibit B and incorporated herein by this reference.

5.2 Invoices for services rendered shall be submitted monthly. Payment by the CITY will be made within thirty (30) calendar days of receipt.

### 6. Special Services.

6.1 No additional services shall be performed and no additional compensation shall be permitted without a CITY approved written "Supplemental Agreement". **The supplemental agreement must be executed prior to the commencement or performance of any additional work by the City of Reno. In the absence of an approved supplemental agreement, CITY shall not be obligated to reimburse CONSULTANT for amounts in excess of the not-to-exceed amount set forth in this Agreement, whether or not those excess costs were incurred during the course of this Agreement.**

### 7. Records to be Maintained by Consultant.

7.1 The CONSULTANT shall maintain records supporting requests for payment. Such records shall be available for inspection and audit by the CITY, and the CONSULTANT shall provide duplicate copies of all such records upon request by the CITY.

7.2 The information, conclusions and data generated during this Agreement by the CONSULTANT is for the exclusive use of the CITY. The CONSULTANT may not use this information, conclusions or data for any purpose other than to further the requirements of this Agreement. The CONSULTANT may not produce papers for professional journals or presentations for conferences without written permission and active participation by the CITY Project Manager.

### 8. Ownership of Documents.

8.1 Originals of all records, reports and other documents of service prepared by the CONSULTANT shall be property of the CITY. All said documents of service shall be made available to the CITY during the course of and for use in the performance of this Agreement.

### 9. Skill Level of Consultant.

9.1 Service performed by CONSULTANT will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession

Black Eagle on-call Special Inspection and Material Testing Services currently practicing in this area under similar conditions. CONSULTANT shall be responsible for the professional quality and technical accuracy of all services furnished by CONSULTANT.

10. Insurance.

10.1 General Requirements. 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.

10.2 Industrial Insurance. (Worker's Compensation & Employer's Liability). 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 comply 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.

10.3 Minimum Scope of Insurance. The following requirements apply. Coverage shall be at least as broad as:

(a) **Commercial General Liability** at least as broad as Insurance Services Office Commercial General Liability Coverage "occurrence" form CG OO O1 04 13 or an equivalent form. 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.

(b) **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 non owned and hired auto liability are included. The CONSULTANT shall maintain limits of no less than \$1,000,000 or

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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.

(c) The Additional Insured Endorsements for General Liability shall be at least as broad as the unmodified ISO CG 20 10 04 13 and ISO CG 20 37 04 13 endorsements, or equivalent. The certificate shall confirm Excess Liability is following form.

(d) 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.

10.4 Minimum Limits of Insurance. CONSULTANT shall maintain limits no less than:

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

(b) 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 that 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.

10.5 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the CITY 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 CITY Risk Manager.

10.6 Other Insurance Provisions. General Liability Coverages

(a) 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

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CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.

(b) 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, and employees shall be excess of the CONSULTANT's insurance and shall not contribute with it in any way.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, and employees.

(d) 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.

(e) 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, by certified mail, return receipt requested, has been given to the CITY.

10.7 Acceptability of Insurers. 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.

10.8 Verification of Coverage. 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 obtain copies of all required insurance policies.

10.9 Subconsultants. 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 subject to all of the requirements stated herein.

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### 10.10 Miscellaneous Conditions.

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

(b) CONSULTANT shall be responsible for and remedy all damage or loss to any property, including property of CITY, caused in whole or in part by the CONSULTANT, any subconsultant, or any employee, directed or supervised by CONSULTANT, except damage of loss attributable to faulty drawings or specifications.

(c) 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.

(d) 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.

### 11. Indemnification.

11.1 To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the CITY and its officers, employees and agents (collectively "Indemnitee") 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 the employees or agents of the CONSULTANT in the performance of this Agreement.

11.2 The CONSULTANT assumes no liability for the negligence or willful misconduct of any indemnitee or other consultants of indemnitee.

11.3 The 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.

### 12. Intellectual Property Indemnity.

12.1 To the fullest extent permitted by law, CONSULTANT shall defend, protect, hold harmless, and indemnify CITY and the CITY 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

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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.

### 13. Taxes.

13.1 CONSULTANT shall pay 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).

### 14. Independent Contractor.

14.1 The parties agree that CONSULTANT is an independent contractor and this Agreement is entered into in conformance with the provisions of NRS 333.700. The parties agree that CONSULTANT is not a CITY employee and there shall be no:

- (a) Withholding of income taxes by the CITY;
- (b) Industrial insurance provided by the CITY;
- (c) Participation in group insurance plans which may be available to employees of the CITY;
- (d) Participation or contributions by either the independent contractor or CITY to any public employees' retirement system;
- (e) Accumulation of vacation leave or sick leave;
- (f) Unemployment compensation coverage provided by CITY if the requirements of NRS 612.085 for independent contractors are met.

### 15. Business License.

15.1 CONSULTANT shall maintain in full force and effect throughout the term of this Agreement a current business license from the City of Reno.

### 16. Compliance with Legal Obligations.

16.1 CONSULTANT is subject to NRS 338.010 – 338.090 (prevailing wage) for all covered work. CONSULTANT shall procure and maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance law, or regulation to be held by CONSULTANT to provide the services required by this Agreement. CONSULTANT is solely responsible to pay assessments, premiums, permits and licenses required by law. Further, CONSULTANT agrees

Black Eagle on-call Special Inspection and Material Testing Services to comply with all applicable federal and state laws including, but not limited to, the Americans with Disabilities Act of 1990 and related standards, guidelines, and regulations (collectively “ADA”) in providing the services identified in this Agreement. It is the responsibility of CONSULTANT to address in the performance of the services any and all access or other issues to assure compliance with the ADA.

17. Employment Opportunity.

17.1 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, gender identity, gender expression, veteran status, sexual orientation or age, or any other protected class status applicable under federal, state or local law, rule, or regulation. Sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality. Race includes traits associated with race, including, without limitation, hair texture and protective hairstyles. Any violation of this provision by consultant shall constitute a material breach of contract.

18. Notices.

Any notices provided for herein shall be given in writing by certified mail, return receipt requested, or by personal service to:

CITY: City of Reno  
Kerrie Koski, P.E.  
Public Works Director/City Engineer  
1 East First Street, 8<sup>th</sup> Floor  
Reno, NV 89509

CONSULTANT: Black Eagle Consulting, Inc.  
Shaun Smith, President  
1345 Capital Boulevard, Suite A  
Reno, NV 89502

19. Assignment.

19.1 This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either party without prior written consent of the other.

20. Integration.

20.1 This agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by written amendment thereto signed by both parties.



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21. Governing Law and Jurisdiction.

21.1 This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect. 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.

22. Suspension of Work.

22.1 Either party may suspend, by written notice, all or a portion of the work under this Agreement, in the event unforeseeable circumstances, beyond the control of either party, make normal progress in the performance of the work impossible. The party desiring to suspend the work must request that the work be suspended by notifying the other party, in writing, of the circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds ninety (90) working days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance to Article 23 of this Agreement.

23. Termination of Work.

23.1 The CITY may terminate, by written notice, the work under this Agreement. The CONSULTANT may terminate work in the event the CITY fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by fifteen (15) working days prior written notice from the party initiating termination to the other. Notice of the termination shall be delivered by certified mail with receipt of delivery returned to the Sender. In the event of termination, the CONSULTANT shall perform such additional work, as is necessary for the ordinary filing of documents, and closing shall not exceed ten percent (10%) of the total time expended on the termination portion of the project prior to the effective date of termination. The CONSULTANT shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination, plus the work required for filing and closing. Charges for the latter work are subject to the ten percent (10%) limitation described in this Article.

23.2 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.

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24. Dispute Resolution.

24.1. All claims, counterclaims, disputes and other matters in question between the CITY and the CONSULTANT arising out of, or relating to, this contract or breach of it, unless otherwise settled, may be mediated before initiation of a judicial action.

24.2 Unless the parties mutually agree otherwise, mediation will be in accordance with the Commercial Mediation Procedures of the American Arbitration Association currently in effect. The American Arbitration Association will not be used to administer or facilitate the process or the selection of the mediators. Instead, the parties will attempt to mutually agree to the appointment of one mediator. If the parties cannot agree to one mediator, each party shall select one mediator and the two mediators will appoint a third mediator. The parties agree to split the mediator(s) fees and expenses. Each party shall bear their own attorney's fees and other costs incurred for the mediation.

25. Attorneys' fees.

25.1 If either party breaches this Agreement, the prevailing party in any litigation is entitled to recover its court costs and reasonable attorneys' fees.

26. Severability.

26.1 If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

27. Due Authorization.

27.1 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. 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.

-Signature page follows-

Black Eagle on-call Special Inspection and Material Testing Services

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the year and date first above written.

CITY OF RENO

ATTEST:

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Hillary L. Schieve, Mayor

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Mikki Huntsman, City Clerk

Black Eagle Consulting, Inc.



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Shaun Smith, President

APPROVED AS TO LEGAL FORM:

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Susan Ball Rothe  
Deputy City Attorney

## EXHIBIT A - SCOPE OF SERVICES

### CONSTRUCTION SERVICES FOR CONSULTANT ON-CALL SPECIAL INSPECTION/MATERIALS TESTING/GEOTECHNICAL CONSULTING SERVICES

December, 2022

#### **I. Project Specific Information**

- a. Project Location: Various Locations within the City of Reno, Washoe County, NV.
- b. Consultant General Scope: The Consultant will provide on-call special inspection and materials testing during design or construction of facility, street and utility projects located on City properties and within City Right-of-Way (RoW), as defined below. These services are intended to assist the City in engineering design, monitoring the performance of the construction Contractor, verify that the Contractor's work complies with the construction Contract Documents, and assist the City in responding to events that occur during the construction.
- c. Geotechnical Investigation: These services are intended to assist the City in engineering design, and may include soil explorations, ground movement or failure investigations, or soils consultation for construction issues. The consultation would potentially include subcontractors including drilling firms or backhoes/excavators for subsurface exploration. The Consultant would prepare a scope and cost estimate for these services which would be approved by the City project manager prior to starting work.

#### **II. Work Duration and Rates**

- a. Working Hours - Work may be required 1.) night and/or day, 2.) on weekends, 3.) on holidays, 4.) on a split shift basis, and 5.) may be less than (or in excess of) the standard forty (40) hour week.
- b. Prevailing wage rates – The Consultant agrees to comply with NRS 338.
- c. Overtime charges – All Consultant and sub-consultant overtime charges will be billed at 1.3 times the normal rate and MUST be approved by the City of Reno Project Manager (PM) prior to invoicing for ANY overtime. Justification must be made in writing to the PM; failure to do so will result in a non-payment of requested overtime.
- d. Miscellaneous expenses such as vehicles, phones, mileage, supplies, photocopies, and other costs of doing business are included in the approved standard hourly rate and no additional fees will be charged by the consultant or sub-consultant.

#### **III. Vehicles, Equipment, Materials & Staffing**

- a. The Consultant shall furnish each worker with a valid driver's license and a suitable vehicle registered in the State of Nevada. The Consultant shall furnish all personnel the following:
  - 1. Each with a cellular telephone (cell phone) and an electronic email address.

2. Each supplied with Personal Protective Equipment (PPE), materials, tools and equipment necessary to complete the field inspection work required including (but not be limited to):
  - a. ASTM F2413 certified safety toe footwear (minimum 4-inches from the heel);
  - b. OSHA / ANSI certified hardhat;
  - c. ANSI Z87.1 safety glasses;
  - d. OSHA / ANSI certified hearing protection;
  - e. OSHA approved ANSI/ISEA Class 2 Hi-Visibility safety vest; and
  - f. Adequate office supplies, such as: calculator, paper, notepad, computer, writing utensils, etc.
  
3. The Consultant will furnish all materials, tools, and equipment necessary to complete the work required for special inspection and material testing. Special inspection and materials testing equipment shall include (but not be limited to):
  - a. For Asphalt:
    - i. Nuclear thin-lift density gauge or other asphalt density gauge (calibrated);
    - ii. Asphalt sample containers and small hand tools;
  - b. For Concrete:
    - i. Concrete air meter;
    - ii. Slump cone;
    - iii. Concrete cylinder molds (6" x 12"); and
    - iv. Other necessary concrete testing equipment.
  - c. For Soils:
    - i. Nuclear moisture-density gauge;
    - ii. Soil sieves and sieve shaker;
    - iii. Electronic scale(s);
    - iv. Proctor compaction testing equipment;
    - v. Casagrande cup (Atterberg);
    - vi. Sand equivalent equipment;
    - vii. Material oven; and
    - viii. Other necessary soil testing equipment.
  - d. For Steel:
    - i. Ultrasonic testing equipment; and
    - ii. Other necessary steel attachment, fastening, and welding testing and inspection equipment.
  
- b. Consultant Personnel: Personnel qualifications, staffing level, and number and types of vehicles shall be subject to the approval of the City:
  1. The Consultant shall assign personnel for the duration of the Contract unless otherwise approved by the City. Employees required to operate vehicles must possess and maintain a valid State of Nevada driver's license. The inspectors and testers permanently assigned to the project shall be competent in Project Plans, Specifications, Reno Municipal Codes, Permit requirements, MUTCD, City manuals, City forms and documentation requirements as needed for the project demands. Testers and laboratory shall meet the current requirements of the Chapter VI of the City of Reno Design Manual.

2. Additional personnel and any substitutions are subject to the approval by the City. The City may request removal of any person provided by the Consultant if in the reasonable judgment of the City that the person is not qualified or fails to perform the duties set forth in this Scope of Services Agreement. In that event, the Consultant will immediately replace that person with a person approved by the City.

#### **IV. Project Standards and Documentation Manual:**

- a. All materials furnished and work performed within the City right-of-way shall be done in accordance with the project plans, specifications and documents.
- b. All materials furnished and work performed within City facilities shall be done in accordance with the project plans, specifications and documents.
- c. Documentation shall include (but not limited to):
  - a. Daily field reports;
  - b. Special inspection reports;
  - c. Contractor notification logs;
  - d. USA survey requests;
  - e. Photo logs with index;
  - f. As-built notes;
  - g. Material sampling identifications; and
  - h. Material testing reports.

#### **V. Materials Testing**

- a. Consultant will follow project plans, specifications and documents testing requirements unless PM provides an alternate testing schedule. Testing summary provided will include:
  - a. A list of all field and laboratory testing required;
  - b. Method of test required;
  - c. Schedule of testing requirements (e.g. 1 test per 100 cy); and
  - d. Any special conditions or testing variations.
- b. The Consultant shall sample, test, and document all requested materials incorporated into the project. This includes materials delivered to the project that are listed in the Schedule of Prices or referred to in the Improvement Plans and Specifications. The Consultant shall also provide other services as requested by the City:
  1. Provide Material Testing for compliance with the project plans, specifications and documents testing requirements, as amended. Materials to be tested may include bedding material, soil backfill, hot mix asphalt, aggregate base, native subgrade material, structural fill material, and/or Portland Cement Concrete. Test reports, accompanied with Consultant's recommendation regarding acceptance / mitigation of materials, shall be submitted promptly to the City and carbon copy (cc'd) to the appropriate governmental jurisdiction(s) or the provided distribution list.
  2. Provide on-site nuclear moisture-density gauge testing and sampling during the placement of bedding and backfill, aggregate base, fill materials, and road base

placement. Provide laboratory testing, including: moisture density curves (Proctor), plasticity index (PI), corrosivity, and gradation (sieve analysis). Material test frequency shall comply with the project plans, specifications and documents or as requested by the PM. Provide verbal results at the time of testing to the PM and written Test Reports to the PM and the Contractor, on a weekly basis; Test Reports shall be stamped by a State of Nevada licensed Professional Engineer (PE).

3. Provide on-site Portland cement concrete (PCC) testing and sampling for PCC placement, and pipe grout compression test. Material test frequency shall comply with the project plans, specifications and documents or as requested by the PM. Provide verbal results at the time of testing to the PM and written Test Reports to the PM and the Contractor, on a weekly basis; Test Reports shall be stamped by a State of Nevada licensed Professional Engineer (PE).
4. Provide on-site concrete testing and sampling during the placement of concrete. Provide tests including: air content, slump and compressive strength of 6-inch by 12-inch molded cylinders with sulfur caps and maximum / minimum thermometer readings for field curing. Material test frequency shall comply with the project plans, specifications and documents or as requested by the PM. Provide verbal results at the time of testing to the PM and written Test Reports (including max. & min. temperatures) to the PM and the Contractor, on a weekly basis.
5. Provide HMA plant sampling and laboratory aggregate testing for each paving day. Provide laboratory tests consisting of: sieve analysis, fracture faces, liquid limit, plasticity index, soundness (coarse and fine aggregate) and absorption (coarse aggregate). Provide written Test Reports to the PM and the Contractor, on a weekly basis; testing of aggregates will be performed on a maximum of two (2) samples or as approved by the City.
6. Provide asphalt oil testing by randomly taking samples from three (3) paving days (or one (1) day for projects lasting less than three (3) days). For each test, three (3) oil samples will be taken by the plant operator with the Consultant present. Each sample will be properly labeled and signed-off by the Consultant and the plant operator. One (1) daily sample will be left with the plant operator, one (1) sample will be used for specification verification and one (1) sample will be stored at the Consultant's laboratory for dispute resolution. The remaining sets of daily samples shall be stored at the Consultant's laboratory through the Contractor's one (1) year warranty period in the event additional testing is requested by the City. Provide written Test Reports to the City PM and Contractor, on a weekly basis.

## **VI. Special Inspection**

- a. Consultant will follow project plans, specifications and documents testing requirements and project specific testing requirements and schedules unless PM provides alternate testing schedule.
- b. The consultant shall inspect and document all requested testing procedures incorporated into the project. The Consultant shall also provide other services as requested by the City.

## **VII. Construction Management**

- a. Consultant will act as an agent of the City and will be actively involved in the construction process to make decisions, provide approvals, and perform other actions necessary for the completion of the construction. The Consultant will be responsible for compliance with all necessary requirements set forth by the agreement.
- b. These services are intended to assist the City to administer construction contracts, monitor the performance of the construction contractor, verify that the contractor's work is in compliance with the construction contract documents, and assist the City in responding to events that occur during the construction.
- c. Consultant shall meet with the City and contractors to coordinate and schedule the required work prior to and during construction. The Consultant shall complete all work in accordance with the approved contractor scheduled or as approved by the PM.

**VIII. Key Personnel:** The Consultant will assign Key Personnel to the project. Any major changes to the Key Personnel shall be approved by the City, in writing, prior to making the substitution. The Consultant's Key Personnel assigned to this project includes the following:

- c. Project Manager
- d. Project Coordinator
- e. Inspector 1
- f. Inspector 2
- g. Materials Technician Lead
- h. Materials Technician

**Proposed Fees:** Consultant will include a schedule of costs for services performed (Exhibit B). All work will be performed on a time and materials (T&M) basis with a not to exceed amount. The maximum allowable budget for this contract is **\$200,000**.

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Consultant, Title

Date





## 2022 STANDARD RATES FOR SERVICES

The following lists a schedule of fees associated with engineering, materials testing, and construction testing and inspection support services. For projects lasting less than 4 weeks, invoices will be submitted upon project completion, while monthly invoices will be submitted for projects that last longer than 4 weeks. Overtime is defined as any hour of service provided in excess of 40 hours in a single week or any hour of service provided on a Saturday or Sunday. Any overtime work will be invoiced at time and one-half. Double time is defined as any hour of service provided on a holiday. Any double time work will be invoiced at double time.

| <b><u>SUPPORT SERVICE</u></b>               | <b><u>RATE/HOUR</u></b> |
|---|-------------------------|
| President                                   | \$175.00                |
| Vice President                              | \$175.00                |
| Senior Consultant                           | \$175.00                |
| <b>ENGINEERING:</b>                         |                         |
| Division Manager                            | \$165.00                |
| Project Manager                             | \$135.00                |
| Project Engineer/Geologist                  | \$125.00                |
| Engineering Technician                      | \$ 95.00                |
| Drafting                                    | \$ 80.00                |
| <b>MATERIALS TESTING:</b>                   |                         |
| Division Manager                            | \$145.00                |
| Senior Materials Technician                 | \$100.00                |
| Materials Technician                        | \$ 87.00                |
| Materials Technician Trainee                | \$ 75.00                |
| <b>CONSTRUCTION TESTING AND INSPECTION:</b> |                         |
| Division Manager                            | \$155.00                |
| Project Manager                             | \$135.00                |
| Field Manager/Assistant Project Manager     | \$110.00                |
| ICC Special Inspector                       | \$ 98.00                |
| Senior Inspector                            | \$ 95.00                |
| Inspector/Tester                            | \$ 90.00                |
| <b>TRAVEL AND EQUIPMENT:</b>                |                         |
| Vehicle                                     | \$ 8.00                 |
| Mileage                                     | \$ 1.00/mile            |
| Per Diem                                    | P.O.R.*                 |
| Nuclear Densometer                          | \$ 10.00                |
| Coring Machine                              | \$ 50.00                |
| Pachometer                                  | \$ 20.00                |
| Torque Wrench                               | \$ 20.00                |
| Skidmore-Wilhelm Bolt Tension               | \$ 20.00                |
| Ultrasonic Equipment                        | \$ 25.00                |
| Thickness Gauge                             | \$ 20.00                |
| Schmidt Hammer                              | \$ 15.00                |
| Vane Shear                                  | \$ 15.00                |
| HERZ  | \$ 65.00                |
| ReMi Geophysical                            | \$600.00/day            |
| Crosshole Sonic Logging                     | \$500.00/day            |
| Floor Flatness Equipment + Labor            | \$200.00/Hour           |
| <b>CLERICAL:</b>                            |                         |
| Clerical/Word Processor                     | \$ 65.00                |
| Computer                                    | \$ 10.00                |
| Supplies                                    | Cost + 10%              |
| Copying                                     | \$ 0.20/page            |
| Color Copies: 8-1/2" x 11"                  | \$ 0.50/page            |
| Color Copies: 11" x 17"                     | \$ 2.00/page            |
| <b>OUTSIDE SERVICES:</b>                    | Cost + 10%              |



# BLACK EAGLE CONSULTING, INC.

## 2022 STANDARD RATES FOR SERVICES

### TESTS

### UNIT PRICE

#### **SOILS TESTING:**

|   |                   |
|---|-------------------|
| Moisture Content (ASTM D 2216)                          | \$ 25.00/test     |
| Moisture Content and Dry Density (ASTM D 2937)          | \$ 50.00/test     |
| Atterberg Limit (ASTM D 4318)                           | \$100.00/test     |
| Minus 200 Wash (ASTM D 1140)                            | \$ 80.00/test     |
| Standard Sieve Analysis                                 | \$110.00/test     |
| Hydrometer Analysis minus No. 10 (ASTM D 422)           | \$225.00/test     |
| Soil Specific Gravity (ASTM D 854)                      | \$ 95.00/test     |
| R-Value, Untreated Field Sample (ASTM D 2844)           | \$300.00/test     |
| ▪ ¾" Batching   | add \$ 35.00/test |
| Consolidation, 4 points & 1 Rebound Point (ASTM D 2435) | \$350.00/test     |
| Direct Shear, UU, CU, CD (ASTM D 3080)                  | \$350.00/test     |
| Unconfined Compression (ASTM D 2166)                    | \$100.00/test     |
| Durability Index  | \$150.00/test     |
| California Bearing Ratio                                | \$700.00/test     |
| Resistivity (Miller Soil Box)                           | \$100.00/test     |
| Standard Proctor Compaction (ASTM D 698)                |                   |
| Method A or B (4-inch mold) or Method C (6-inch mold)   | \$175.00/test     |
| Modified Proctor Compaction (ASTM D 1557)               |                   |
| Method A or B (4-inch mold) or Method C (6-inch mold)   | \$185.00/test     |
| Compaction Check Point (4-inch or 6-inch mold)          | \$ 60.00/test     |
| Rock Correction (ASTM D 4718)                           | \$ 95.00/test     |
| Harvard Miniature (Nev T-101)                           | \$250.00/test     |
| Expansion Index   | \$180.00/test     |

#### **AGGREGATE TESTING:**

|  |                   |
|--|-------------------|
| Standard Sieve Analysis  | \$110.00/test     |
| Atterberg Limit (ASTM D 4318)  | \$100.00/test     |
| Moisture Content (ASTM D 2216)   | \$ 25.00/test     |
| Specific Gravity Fine Aggregate with Absorption (ASTM C 128)           | \$ 95.00/test     |
| Specific Gravity Coarse Aggregate with Absorption (ASTM C 127)         | \$ 95.00/test     |
| Clay Lumps and Friable Particles (ASTM C 142)                          | \$ 90.00/test     |
| Flat and Elongated Particles (CRD 119, 120)                            | \$ 80.00/test     |
| Fractured Faces (Nev T-230)  | \$ 80.00/test     |
| Sand Equivalent (ASTM D 2419)  | \$125.00/test     |
| Cleanness Test of Aggregate  | \$125.00/test     |
| Organic Impurities (ASTM C 40)   | \$ 75.00/test     |
| Dry Unit Weight of Aggregate (ASTM C 29)                               | \$ 60.00/test     |
| Sodium Soundness of Aggregate (ASTM C 88)                              | \$ 95.00/fraction |
| Los Angeles Rattler, 1.5 inch minus aggregate size (ASTM C 131) and    |                   |
| Los Angeles Rattler, greater than 1.5-inch aggregate size (ASTM C 535) | \$300.00/test     |

#### **PORTLAND CEMENT TESTING:**

|  |              |
|--|--------------|
| Compression of Concrete Cylinder (ASTM C 39)                 | \$ 25.00/ea. |
| Compression of Grout Cylinder (UBC 24-28)                    | \$ 25.00/ea. |
| Compression of Mortar Cylinder (UBC 24-22)                   | \$ 25.00/ea. |
| Compression of Cored Concrete (ASTM C 42)                    | \$ 50.00/ea. |
| Compression of Shotcrete per Core                            | \$100.00/ea. |
| Flexural Strength of Concrete Beams (ASTM C 78, C 293)       | \$100.00/ea. |
| Splitting Tensile Strength of Concrete Cylinder (ASTM C 496) | \$ 55.00/ea. |



# BLACK EAGLE CONSULTING, INC.

## 2022 STANDARD RATES FOR SERVICES

### MASONRY TESTING:

|   |              |
|---|--------------|
| Compression of Masonry Unit (ASTM C 140) (Set of 3) | \$210.00/set |
| Compression of Masonry Prism (ASTM C 1314)          | \$150.00/ea. |
| Shrinkage (Set of 3)                                | \$450.00/set |
| Moisture (Set of 3)                                 | \$120.00/set |

### ASPHALT CONCRETE TESTING:

|  |               |
|--|---------------|
| Bitumen Content by Ignition  | \$120.00/test |
| Asphalt Gradation  | \$100.00/test |
| Marshall Stability and Flow, Compaction and Unit Weight (ASTMD 1559) | \$230.00/test |
| Maximum Theoretical Specific Gravity (ASTM D 2041)                   | \$100.00/test |
| Unit Weight of Asphalt Cores (ASTM D 2726)                           | \$ 40.00/ea.  |
| Hveem Compaction and Stability                                       | \$130.00/ea.  |
| Hot Mix Asphalt Mix Design   | P.O.R.*       |
| CTB Mix Design   | P.O.R.*       |

### MISCELLANEOUS:

|   |                       |
|---|-----------------------|
| Mobile Asphalt/Soils Testing Laboratory | P.O.R.*               |
| Special Handling                        | \$ 75.00/hour         |
| Rush Charge                             | 50% Additional Charge |
| Fireproofing                            | \$ 75.00/test         |

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### ADDITIONAL INFORMATION

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Laboratory test unit prices are based upon the average running time required for each test. Special research, sample or equipment preparation or laboratory consulting will be based upon hourly personnel charges. Fixed unit prices do not include extra preparation time for large bulk samples, saturated samples or extremely clayey samples. This time will be invoiced on a per-hour basis. Special report preparation and data presentation beyond industry standards will also be invoiced on a per-hour basis. Cost estimates for hourly charges will be provided on a project-specific basis upon request.

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Any specialized testing not covered by this fee schedule will be developed or subcontracted out under Black Eagle Consulting, Inc. supervision. Costs for these tests will be time-and-materials. When applicable, subcontractors' fees will be invoiced at cost plus ten (10) percent.

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All samples will be discarded thirty (30) days after submission of our report, unless otherwise directed by the client. Upon request, Black Eagle Consulting, Inc. will deliver samples to the client, shipping collect on delivery, or will store them for an agreed charge.

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\* Price on request