

**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT
FOR GEOLOGICAL ENGINEERING SERVICES**

This Professional Services Agreement (“Agreement”) is entered into by and between:

CITY OF BLACK DIAMOND, a Washington municipal corporation (the “City”)
Physical Address: 24301 Roberts Drive
Mailing Address: PO Box 599
Black Diamond, WA 98010

Contact: Seth Boettcher
Phone: 360-851-4446 Email: sboettcher@blackdiamondwa.gov

and

ICICLE CREEK ENGINEERS, Inc. a Washington corporation (“Consultant”)
Address: 29335 NE 20th Street
Carnation, WA 98014-9632

Contact: Kathy Killman, L.E.G., President
Phone: 425-333-0093 Email: kkillman@iciclecreekengineers.com

Tax Id No.: 91-1716396

for non-exclusive professional geological engineering services in connection with the following project: Coal Mine Hazard Assessment and Ground Proofing Program (“Project”).

RECITALS

WHEREAS, the City has conducted an RFQ and qualifications-based selection process for geological engineering services, and based on that process the City desires to work with the Consultant on the Project, under the terms and conditions set forth in this Agreement; and

WHEREAS, the Consultant has agreed to provide the services described in Exhibit A (Scope of Work) under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant has been retained by the City to provide professional geological engineering services as generally described in the March 18, 2021 letter from Kathy Killman to Chief Jamey Kiblinger attached to this Agreement as Exhibit "A" (hereafter referred to as “Scope

of Work”). The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation than as provided in the Scope of Work without the prior written authorization of the City.

1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

2. Schedule of Work

2.1 The City and the Consultant agree that work will begin on the tasks described in Exhibit A promptly upon execution of this Agreement. Consultant shall complete the work outlined in Exhibit A diligently and expeditiously in accordance with good engineering practices.

2.2 Additional time may be granted by the City for unforeseen delays or for extra work requested by the City.

3. Compensation

3.1 Rates. Compensation for the Scope of Work described in Exhibit A shall be on a time and materials basis according to the 2021 Schedule of Charges attached hereto as Exhibit “B” and shall not exceed Twenty-four thousand, five hundred U.S. dollars (\$25,000) without the prior written authorization of the City in the form of a negotiated and executed amendment to this Agreement.

4. Payment

4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

4.2 All invoices shall be paid by City within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

4.4 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

5. Discrimination and Compliance with Laws

5.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

6. Duration, Suspension, and Termination of Agreement

6.1 This Agreement takes effect when both parties have signed this Agreement as shown below and shall remain in effect until completion of the Project and fulfillment of all other party obligations set forth in this Agreement, unless the City provides written notice of earlier termination pursuant to this Section 6.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing no fewer than ten (10) days prior to the stated termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.3 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant

provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

8. Ownership of Work Product

Original documents, drawings, designs, reports, and other work products developed under this Agreement shall belong to and become the joint property of the City and the Consultant. The City and Consultant each shall have the nonexclusive right to do or authorize any of the acts enumerated in 17 U.S.C. § 106, including without limitation reproduction, distribution, performance, or display of the work. The parties agree that there shall be no liability or accounting for profits or revenues made on account of the exercise of any of the aforementioned rights. Each party will retain exclusive interest in and ownership of its intellectual property that was developed before this Agreement takes effect or that was developed outside the scope of this Agreement. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

9. Indemnification/Hold Harmless

9.1 Consultant shall indemnify, and hold the City, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses, and suits, including legal costs and attorney fees, to the extent arising out of or in connection with the negligent acts or omissions or intentionally wrongful acts of Consultant or its subconsultants in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. However, if any such claims, injuries, damages, losses, or suits result from the concurrent negligence of Consultant and the City, then Consultant's obligation to indemnify the City under this paragraph shall be effective only to the extent of Consultant's own negligence.

9.2 The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

9.3 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION AND SOLELY AS TO THE CITY. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

10.3 The Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

b. Consultant's insurance shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

10.5 Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City upon request. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

11. Assigning or Subcontracting

11.1 Consultant shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

12. Independent Contractor

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

12.2 The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Notice

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered by courier service, when transmitted by email, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

City: City of Black Diamond
ATTN: Seth Boettcher, Public Works Director
24301 Roberts Drive
P.O. Box 599
Black Diamond, WA 98010
Email: sboettcher@blackdiamondwa.gov

With a copy to: City Clerk

Consultant: Iccle Creek Engineers, Inc.
ATTN: Kathy Killman, President
29335 NE 20th Street
Carnation, WA 98014-9632
Email: kkillman@iciclecreekengineers.com

14. Disputes

14.1 If any dispute, misunderstanding, or conflict arises as to the terms and conditions contained in this Agreement or the parties' performance hereunder, the matter shall first be referred to the Mayor of the City of Black Diamond, who shall determine the Agreement's true intent or meaning. The Mayor of the City of Black Diamond shall also decide all questions that may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

14.2 If any dispute between the City and Consultant cannot be resolved by the Mayor's determination under Section 14.1 within a reasonable time, or if the Consultant does not agree with the Mayor's determination of the disputed matter, then either party may pursue formal mediation or judicial relief. Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington, without reference to its choice-of-law rules. Venue and personal jurisdiction for any judicial action brought to interpret, construe, or enforce this Agreement shall lie exclusively in King County Superior Court, Kent, Washington.

15. Section Intentionally Omitted

16. General Administration and Management on Behalf of the City

16.1 The Mayor of the City, or his/her designee (the contract Administrator) shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. Consultant understands and agrees that any and all work to be performed pursuant to this

Agreement must be approved in advance by the contract Administrator. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

16.2 Even though the Consultant is an independent contractor with the authority to control and direct the performance, and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

16.3 The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

17. Modification

17.1 This Agreement, together with any attachments hereto, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

18. Conflict of Interest; Non-Collusion

18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The Consultant warrants and represents that the Consultant has not, nor has any other member, employee, representative, agent or officer of the Consultant, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

AGREED TO BY:

CITY OF BLACK DIAMOND

ICICLE CREEK ENGINEERS, INC.

By: *Carol Benson*

Carol Benson

Its: Mayor

Date: 4/01/2021

By: _____

Kathy Killman, LEG

Its: President

Date: _____

Attest:

By: *Brenda L. Martinez*

Brenda L. Martinez

City Clerk

APPROVED AS TO FORM:

David A. Linehan
City Attorney

EXHIBIT A

Scope of Work

(Attach first four pages of March 18, 2021 letter from Kathy Killman)

(Do not include the Icicle Creek "General Conditions")



March 18, 2021

Jamey Kiblinger, Chief of Police
City of Black Diamond
25510 Lawson Street
Black Diamond, Washington 98010

Revised Scope of Services and Fee Estimate
Geological Engineering Services
Proposed Property Redevelopment
Coal Mine Hazard Assessment and Ground
Proofing Program
25510 Lawson Street
King County Parcel No. 084400-0975
Black Diamond, Washington
ICE File No. 0333-011

INTRODUCTION

Icicle Creek Engineers (ICE) is pleased to submit this revised scope of services and fee estimate for a coal mine hazard assessment and ground proofing program for the proposed redevelopment of the current Police Department building located at 25510 Lawson Street (King County Parcel No. 084400-0975) in Black Diamond, Washington. Our revised scope of services and fee estimate is being submitted at the request of Jamey Kiblinger, Chief of Police for the City of Black Diamond.

BACKGROUND INFORMATION

We understand that the City of Black Diamond is considering redevelopment of this property by building a new police/court facility. Specific details of the property redevelopment are not known at this time. ICE previously completed a preliminary coal mine hazard assessment of the property which is summarized in our report dated March 11, 2011. Based on available information (primarily historic abandoned underground mine maps), we concluded that, because the mine was less than 150-feet deep, a Severe Coal Mine Hazard area existed in the south part of this property. Based on Black Diamond Municipal Code (BDMC) 19.10. 430, *"Vulnerable facilities, including, but not limited to, schools, nursing homes, hospitals, police, fire, and emergency response installations... are prohibited in severe coal mine hazard areas."*

However, drilling, also known as "ground proofing," can be complete to evaluate the location and collapse status of the underground mine workings (City of BDMC 19.10.435 D.) If the abandoned underground coal mine is shown to be substantially collapsed, the category of mine hazard may be revised to "Low" which would allow for the intended property redevelopment.

SCOPE OF SERVICES

The purpose of our services is to complete a ground proofing program targeting the area of Severe Coal Mine Hazards in the south part of the property. Specifically, our services will include the following:

- Review our 2011 report, along with available historic coal mine records from the Washington State Department of Natural Resources and our in-house technical library to evaluate the location of the mined-out areas, together with the depth of mining, thickness of zone mined and mining methods.

- Complete a site visit to observe current site conditions and to stake test borings for the purpose of the utility locate.
- Drill up to four test borings at the locations shown on the attached Exploration Plan (Attachment A) where the abandoned underground coal mine/seam is expected to be less than 100-feet deep using track-mounted drilling equipment to a depth of about up to about 100 feet. We expect to subcontract with McCallum Rock Drilling of Chehalis, Washington to provide the drilling equipment and crew.
- Based on the results of the previous mine mapping and subsurface exploration, classify, or reclassify coal mine hazards as Mine Areas of Severe, Moderate or Low Hazard, consistent with BDMC 19.10.430 and 19.10.435.

We will hire the drilling contractors to provide and operate the drilling equipment. We expect that some rutting of the lawn area or scratching of asphalt pavement may occur. We will attempt to minimize the rutting and scratching of the asphalt pavement to the extent that this is practical by placing plywood sheeting or rubber mats to protect the ground surface from the steel tracks. No specific site restoration is planned other than properly backfilling the test borings in general accordance with Washington State Department of Ecology requirements. Drill cuttings will be mounded on site. Based on our discussions with Chief Kiblinger, the City of Black Diamond will assist in site cleanup following the drilling by removing drill cuttings, asphalt patch in the parking lot (about a 6-inch-diameter hole) and placing grass sod or gravel surfacing.

The drilling activities will be observed by one of our engineers or geologists. Our representative will classify the materials encountered and obtain grab samples of the drill cuttings to develop a detailed log of each boring. The drilling will be completed in about two days provided normal operating conditions are encountered.

We will contact the Washington Utilities Coordinating Council, One Call service to locate underground utilities. We will also rely on assistance from the City of Black Diamond to identify any private underground utilities that may exist at the site.

FIELD PROGRESS REPORTING

We intend to be in contact with Chief Kiblinger on a daily basis during the ground proofing program. We will provide an update on the ground proofing progress along with recommendations for modifying the exploration plan or stoppage of drilling, depending on the findings of the borings completed.

REPORT PRODUCT

The product of our services will be a written report in which we will describe the results of our coal mine hazard assessment and ground proofing program. The report will include a vicinity map and a site plan showing the location of abandoned underground mine workings and coal mine hazard areas, generalized subsurface profiles (cross-sections) showing our interpretation of subsurface conditions including the location of underground mines, boring logs, and other supporting information as appropriate. The report will also provide conclusions and recommendations for reclassification of coal mine hazards, if appropriate. We will provide a draft report for your review and comment before issuing a final report.

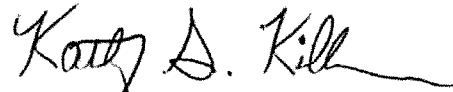
FEE ESTIMATE

We propose to accomplish these services on a time-and-expense basis in accordance with the rates indicated on the attached Schedule of Charges and the terms of a mutually-negotiated contract provided by the City of Black Diamond. For the scope of services outlined above, we estimate that our total fee will be about \$25,000. In the event that drilling requires more than two days to complete, we will contact you to discuss drilling progress and the project budget. This fee estimate is applicable for services authorized within 30 days of the date of this document. Estimated fees are summarized below.

Information Review, Reconnaissance and Utility Locate	\$2,400
Subcontracted Drilling Services (McCallum Rock Drilling)	\$10,400
ICE Field Services	\$5,400
Project Management, Analysis and Report	\$6,800
Total Fee Estimate	\$25,000

We appreciate the opportunity to submit this revised scope of services and fee estimate. If you have any questions concerning this revised scope of services and fee estimate, please call.

Yours very truly,
Icicle Creek Engineers, Inc.



Kathy S. Killman, LEG
Principal Engineering Geologist

Document ID: 0333011.RevisedScopeFee
Attachments: Exploration Plan (Attachment A), Schedule of Charges

Submitted via email



King County EagleView Technologies, Inc.

Aerial photograph dated 2019 obtained from King County iMap



EXPLANATION
 ● Test Boring Location (PROPOSED)

ICICLECREEK ENGINEERS 29335 NE 20th Street Carnation, Washington 98014 (425) 333-0093		SCALE: As Shown	ICE FILE NO.
		DESIGNED: ...	0333-011
EXPLORATION PLAN 25510 LAWSON STREET BLACK DIAMOND, WASHINGTON		DRAWN: BRG	ATTACHMENT
		CHECKED: KSK	A
		DATE: 07/08/21	

EXHIBIT B

(Attach Icicle Creek 2021 Schedule of Charges)



2021 SCHEDULE OF CHARGES

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule of charges.

Personnel Category

Principal	\$220/hour
Associate	\$203/hour
Senior Project	\$183/hour
Project	\$151/hour
Senior Staff	\$129/hour
Staff	\$118/hour
Senior Technician	\$102/hour
Technician	\$95/hour
Support	\$89/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court, hearing or other legal proceedings will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made.

Equipment

Miscellaneous geotechnical field equipment, including water measurement and sampling equipment, survey equipment, camera and hand auger, per equipment item, per day	\$10
Nuclear moisture-density gauge, per half-day/full-day	\$20/\$40
Lab testing equipment, per hour	\$10
Vehicle usage, per mile	\$0.65

Specialized equipment or disposable field supplies will be quoted on a per-job basis

Geotechnical Laboratory Tests

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

All rates are subject to change upon notification.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, permit fees, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling and excavating subcontractors, construction equipment, watercraft, aircraft, and special insurance which may be required.