

**AGREEMENT BETWEEN
MAURY COUNTY
AND COLLIER ENGINEERING CO., INC.**

THIS AGREEMENT is made this the ____ day of _____, 20_____, by and between

MAURY COUNTY (hereinafter "County"),
and

COLLIER ENGINEERING CO., INC., located at 2949 Nolensville Pike, Nashville, TN 37211 (hereinafter "Collier"),

and contains the following:

Exhibit A: Scope of Work that includes the Fee Schedule.

WITNESSETH THAT:

WHEREAS, the County has determined that Maury County Subdivision Inspection (hereinafter "Project") is to be completed;

WHEREAS, the County submits that it has the authority to contract with Collier to provide professional engineering services for the inspection of road construction and site preparations for subdivision developments of the Project; and

WHEREAS, by entering into this Agreement, Collier affirms that it has experience in providing engineering services and that it shall provide such services in a professional manner in accordance with the terms and conditions of this Agreement as well as the standard of care practiced by other consultants and professionals performing similar services within the industry; and

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the County and Collier agree as follows:

ARTICLE 1- SCOPE OF SERVICES

1. Collier shall perform all necessary professional services in a satisfactory and proper manner, consistent with the County's requirements for the Project, which are outlined in Exhibit A entitled Scope of Work, and by reference made a part hereof.
2. The services performed by Collier shall include those outlined in Exhibit A entitled Scope of Work, and by reference made a part hereof. Such services shall be more particularly described in the aforementioned exhibit, and shall include the following:
 - a. Subdivision Inspection
3. Collier shall comply with all phases of work outlined within the attached

Exhibit A, and additional scope of services may be negotiated and added to this Agreement by a written Amendment to such Agreement.

4. The County agrees to perform the responsibilities necessary for completion of the Project as outlined within the attached Exhibit A.
5. The Scope of Work is reflected within the attached Exhibit A, and any services not expressly set forth within this Agreement or its exhibit are excluded from this Agreement; therefore, the County shall promptly notify Collier in writing if changes to the Scope of Work occur that will affect the schedule and payment contemplated herein.

ARTICLE 2- TERM

1. The term of this Agreement shall be one (1) year or such other time that may be specified in Exhibit A attached hereto.
2. If the entire term of the Agreement is not set forth in Exhibit A, there shall be an option to extend the Agreement at the discretion of the County and at the agreement of both parties. This Agreement shall extend under the same terms as outlined herein and at the extension of the contract, Collier will request the extension no less than 30 days prior to the anniversary of the date of the contract.

ARTICLE 3- FEES

1. Collier agrees to perform all work described in the Scope of Services in Article J for the fees as attached in Exhibit A. Such fees for the work described in Exhibit A will be billed on an hourly basis and/or per expense item/specialty testing procedures. Collier reserves the right to request modifications to the Scope of Services in Article J for the fees as attached in Exhibit A. Said request will be made 30 days prior to the request for extension and shall be at the sole discretion of the County.
2. Article K – “Escrow Account Schedule” will be provided for estimating purposes only and will contain an estimated \$/L.F. to determine initial escrow amount for inspection services. If changes are requested to Article J for the fees, Collier will also propose any changes to the Escrow Account Schedule at that time.
3. Invoices shall be submitted by Collier to the County on a monthly basis services rendered during the prior month. Each individual invoice shall be due and payable thirty (30) days after receipt. Collier’s invoice will provide an hourly break out of services by date and employee, and expenses incurred. The invoice will be separate from work product and Project files.
4. If the County disputes any portion of Collier's invoice, the undisputed portion will be paid by the County, and Collier will be notified in writing within ten (10) days of receipt of the exceptions taken to such invoice. The County and Collier will attempt to resolve any payment dispute within sixty (60) days, and both parties agree that no action for collection thereon shall be filed within this time period.

ARTICLE 4- ASSIGNMENT AND NOTICE

- 1. This Project has been assigned to the following Department of the County: Maury County Building & Zoning Office and the Maury County Planning Commission
- 2. Except where otherwise provided herein, any notice approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a United States mailbox in a postage pre-paid envelope, addressed to the other party at (unless changed by written notice):

Collier

Attn: Nathan Couch
 Title: Project Manager
 Collier Engineering Co., Inc.
 2949 Nolensville Pike
 Nashville, TN 37211
 (615) 331-1441

County

Attn: Robert Caldiraro
 Title: Director
 Maury County Building & Zoning
 Office
 Walter Harlan Building # 5
 Courthouse Square, 1st Floor
 Columbia, TN 38401
 (931) 375-3001

ARTICLE 5- TERMINATION

- 1. This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with the terms outlined herein through no fault of the party initiating the termination.

However, when a project is in active construction Collier shall coordinate with the County regarding a transition that is satisfactory to the County.

- 2. This Agreement may be terminated by Collier in the event that the County permanently abandons the Project.
- 3. In the event of termination by either party, Collier shall be compensated for all services performed prior to the termination date.

ARTICLE 6- DISPUTE RESOLUTION AND GOVERNING LAW

- 1. The County and Collier shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if an informal resolution cannot be achieved, the parties shall submit the matter to a mutually agreed upon mediator in an attempt to resolve the dispute through the mediation process. Such mediation process shall be initiated by a request in writing by either party.
- 2. The mediation provision can be waived by the mutual consent of the parties or by either party if such party's right would be irrevocably prejudiced by a delay in initiating a legal proceeding.

3. If mediation does not settle the dispute within ninety (90) days after either party makes a written request for mediation, the dispute shall be subject to the laws of the State of Tennessee.

ARTICLE 7- BREACH

1. The term "breach of agreement" specifically includes, but is not limited to, failure to comply with any applicable federal, state or local laws or regulations.
2. If it is determined pursuant to any dispute resolution process, including mediation, or by a court of competent jurisdiction that the County was in breach of this Agreement, the County shall be liable for all attorneys' fees and costs, including litigation taxes, that may be assessed if Collier must seek protection of its rights or reimbursement of any monies in accordance with the terms of this Agreement due to the County's breach.
3. If it is determined pursuant to any dispute resolution process, including mediation, or by a court of competent jurisdiction that the Collier was in breach of this Agreement, Collier shall be liable for all attorneys' fees and costs, including litigation taxes, that may be assessed if the County must seek protection of its rights or reimbursement of any monies in accordance with the terms of this Agreement due to Collier's breach.

ARTICLE 8- MISCELLANEOUS TERMS OF AGREEMENT

1. Extent of Agreement: This Agreement and the exhibit attached hereto constitute the entire and integrated agreement between the County and Collier, and no other written or oral understanding shall constitute part of this Agreement.
2. Waiver: A waiver by Collier of any breach of this Agreement shall not be binding unless such waiver is in writing. In the event of a written waiver such shall not affect Collier's rights with respect to any other for further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
3. Modification: This Agreement shall not be modified unless such modifications are evidenced in writing in the form of a written Amendment, which is signed by both the County and Collier.

IN WITNESS WHEREOF, the County has caused this Agreement to be signed by its authorized representative, and Collier has caused this Agreement to be signed in its corporate name by its authorized representative as of the day and year first written above.

COUNTY:

COLLIER:

MAURY COUNTY TENNESSEE

By: Sheila Butt
Title: County Mayor

COLLIER ENGINEERING CO., INC.

By: Chad A. Collier, P.E.
Title: President

ATTEST:

ATTEST:

ADDRESS

ADDRESS

PHONE

PHONE

COUNTY:

MAURY COUNTY TENNESSEE

By: Pattie Farris
Title: Purchasing Agent

ATTEST:

ADDRESS

PHONE

**EXHIBIT A
TO AGREEMENT BETWEEN MAURY COUNTY AND
COLLIER ENGINEERING CO., INC.**

SCOPE OF WORK

SECTION 1: COLLIER ENGINEERING CO., Inc.'s

RESPONSIBILITIES

A: PROFESSIONAL SERVICES:

Collier Engineering Co, Inc, (hereinafter "Collier") shall perform engineering services as specified by the County in connection with the Project in a satisfactory and proper manner, consistent with the County's requirements us set forth in Exhibit A.

B: CONSTRUCTION ENGINEERING AND INSPECTION (CEI)

BASE SERVICES: Collier will provide all of the CEI tasks outlined below:

1. Pre-construction meeting:

Before any work is to begin on a project a pre-construction meeting shall be held to discuss the Developer's & Contractor's plan of operation, compliance with all applicable Maury County Subdivision Regulations, approved construction plans, environmental commitments if applicable, erosion control, traffic control/work zone safety, utility relocations, inspection, materials acceptance, independent assurance, quality control plans, etc. The Maury County Building and Zoning Office will schedule and conduct the pre-construction meeting. Minutes of this meeting, including an attendance roster, shall be provided to Collier by the Maury County Building and Zoning Office. Collier will need to attend this meeting.

A project walk-through will be scheduled during the pre-construction meeting if necessary. Collier's Project Manager & inspector, the Developer, the Contractor, and representatives from affected utility companies will walk the limits of the project to discuss construction methods, traffic control, utility coordination, coordination with adjacent projects and potential issues or problem areas.

2. Project inspection:

Collier will be responsible for the inspection of work, the sampling and testing for acceptance, and proper and sufficient documentation of acceptance. The inspection staff shall be qualified and knowledgeable about the type of work taking place, be familiar with the contract

documents, and certified in accordance with TDOT Standard Operating Procedures (SOP 1-3) when conducting sampling and testing of materials for acceptance.

All field technicians are certified in the applicable TDOT certification workshops listed below:

- o Asphalt Roadway Paving Inspector
- o Class I Concrete Technician
- o Soils and Aggregate Technician
- o Asphalt Mix Design
- o Asphalt Plant Technician
- o ATSSA Traffic Control Technicians
- o CPESC Certifications (Certified Professional in Erosion and Sediment Control)

Collier shall coordinate and have project progress meetings to discuss the status of the project and other project issues if requested by the Maury County Building and Zoning Office.

Collier shall conduct all acceptance testing. Each site shall be tested by proof rolling the finished subgrade and stone grades to insure stability and conformity to the approved construction plans. Collier will inspect the installation of proposed drainage structures and their placement to ensure proper drainage and if any areas are identified that will not drain properly the necessary parties will be alerted immediately where plans revisions or construction modifications can be made.

Collier will ensure that all materials to include stone, asphalt, and concrete shall be checked for material compliance by industry standard methods by coordinating the receipt of certified material description tickets from the materials providers. Collier's Inspectors shall also apply knowledge of TDOT standards and specifications as they pertain to the asphalt production and mix design. Asphalt shall also be checked for spread to ensure that the proper amount is being applied and it is being done in manner acceptable to achieve the required density and provide for a useful service life. All components of the proposed cross section shall be tested and verified for proper installation to ensure that the roadway will provide for the anticipated life and not become a maintenance problem with the cost to be incurred by Maury County. Traffic control shall be checked during a site visit, and additionally as required or requested, and documented.

Collier shall conduct routine project inspections of the project erosion

prevention and sediment control (EPSC) measures as represented in the construction plans, environmental permits and the Storm Water Pollution Prevention Plan (SWPPP), if applicable. Collier will provide an opinion regarding conformance to the plans as well as effectiveness in the field and document the inspections.

The scope of work connected with these services also includes, but are not limited to, the following activities:

- 1) The primary contact will be the Maury County Building & Zoning Office. Coordination will primarily be through Building & Zoning Office and their engineering consultant.
- 2) Inspection of all phases of new subdivision road and site construction in order to ensure that new roadways comply with all Maury County regulations and standards and the approved construction plans.
- 3) Responding to concerns pertaining to contractor or County Road Department operations.
- 4) Attendance at Maury County Planning Commission meetings when required by Maury County
- 5) Reviewing plans and construction for fills requiring compaction.
- 6) Verifying drainage systems are in general conformance with the approved construction plans.
- 7) Checking for compaction of subgrade, fill and cut in coordination with the Maury County Road Superintendent and contractor(s). This includes defining areas that need unsuitable material undercut and then replaced with suitable material.
- 8) Preparing reports and any required support documentation connected with all job-related activities accurately, thoroughly and in a timely manner to the Maury County Regional Planning Commission through the Maury County Building & Zoning Office. The timeline for when such reports/documentation are to be returned will be determined by the Maury County Regional Planning Commission.
- 9) Walking staked centerlines prior to construction in order to identify any unusual conditions.
- 10) Verification that erosion prevention and sediment control devices are in place prior to and during construction activities.
- 11) Verifying that all required drainage is in place and that ditches & grading are constructed stabilized until grass is established.
- 12) Verifying that fill material is of a quality and suitability for road base use.
- 13) Verifying the proper placement of surface & drainage inlets to ensure adequate drainage.
- 14) Verifying that base stone is properly placed and meets requirements for depth & width of binder asphalt. Verify that depths and widths of the asphalt binder and asphalt surface courses meet requirements.
- 15) Maintains detailed records of all Collier-inspected activities.

- 16) Coordinate with the Building & Zoning Office regarding the need to issue stop orders when necessary. The Building & Zoning Office shall issue the Stop Work Orders.
- 17) Includes **ONE** inspection per key task listed below.
 - (a) Proof rolling for all subgrade
 - (b) Proof rolling for fills over 18-inches thick, proof roll every one-foot thick compacted fill layer
 - (c) Proof rolling for any areas that are undercut
 - (d) Proof rolling for any areas that are compacted re-filled and/or backfilled.
 - (e) Proof Roll & Inspection subgrade after cut and prior to compacted fill placement.
 - (f) Proof Roll & Inspection for each 1-ft of compacted fill.
 - (g) Proof Roll & Inspection subgrade prior to base stone placement.
 - (h) Proof Roll & Inspection subgrade prior to binder asphalt placement.
 - (i) Base stone placement inspection
 - (j) Binder placement inspection

3. Documentation

Collier shall maintain a project diary and photographic log to document the site inspection activities and major events on the project. The inspection reports shall contain as a minimum:

- Date
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Contractors and/or Developer on site
- Orders/directives given to the contractor
- Unacceptable work or materials found
- Delays (type and length)
- Any other details or issues that may affect the completion of the project or be cause for future concerns.
- Contractor/Developer Approved Timecard verifying duration of testing or onsite inspections.

Collier will maintain and share a Project file with County. Payment of any invoice submitted Collier shall not be dependent upon County's assessment of Collier's Project file nor the final submission of work product.

4. Final inspection and acceptance:

Prior to the completion of the construction phase, County will notify Collier to conduct a final project walk-through. Collier will note deficiencies and remedies in an iterative process if necessary and as directed by County, until a final inspection and acceptance by

County.

Collier will take post project photos to show the work that was completed. Collier will prepare a final construction report that provides a convenient summary of the project during the construction phase. This report should include:

- The schedule for completion of the project -- planned versus actual
- comments and discussion regarding the project including unusual conditions encountered during the project, such as contractor deficiency, quantity difference, scope change, etc.

C: CONSTRUCTION MONITORING:

Collier shall monitor construction, but in no way assumes the responsibility of the County's agent in such process or warrants any work performed by others, but shall have the following authority:

- 1) Collier may disapprove or reject work that it believes to be defective or believes will not produce a completed Project that conforms with the design thereof or that will prejudice the integrity of the design concept of the completed Project as a functioning whole.
- 2) Neither Collier's responsibility or authority under this Section, or under any other provision related to the Project nor any decision made by Collier in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by Collier shall create, impose or give rise to any duty owed by Collier to the County, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.
- 3) Collier shall not supervise, direct, control or have authority over or be responsible for another entity's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of other entities to comply with laws and regulations applicable to the furnishing or performance of the work related to the Project, except as expressly agreed upon by Collier in writing.
- 4) Collier will not be responsible for the acts or omissions of entities, including contractors, subcontractors and suppliers, or of any other person or organization performing or furnishing any of the work performed on the Project.

- 5) The limitations upon authority and responsibility set forth in this Section shall also apply to Collier's Subconsultants and assistants.

SECTION 2: THE COUNTY'S RESPONSIBILITIES

The County will provide all criteria and full information as to the Project's requirements, and shall furnish the following:

- A. Provide Collier with all known available information that is pertinent to the Project.
- B. Guarantee access to the work *so* Collier can enter upon public and private lands as required to perform the work essential to design the Project.
- C. Give thorough consideration to all reports, cost estimates, drawings, specifications and other documents presented by Collier, and inform Collier of all decisions within a reasonable time so as not to delay the work of Collier.
- D. Promptly schedule all required special meetings, serve all public and private notices, receive and act upon all protests.
- E. Designate, in writing, a single person to act as Collier's representative.
- F. Give prompt written notice to Collier when it is known that either the Project criteria or conditions have changed, or Collier's work is deficient in intent or technical content.
- G. Provide information previously assembled by others, including soil borings, probings, subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples and materials, appropriate professional interpretation of all of the foregoing, environmental assessment, impact statements, approvals and permits from regulatory agencies, and other special data or consultation.

SECTION 3: TERMS AND CONDITIONS

The following shall be essential terms and conditions of this Agreement:

A: CHANGES IN WORK

Should any changes in the design of the Project be necessary, the County's designee shall report such change to Collier in writing. If the County determines that any changes in work are necessary to complete the Project, then Collier shall be allowed compensation based upon the original contract terms, including the additional work in the overall cost of the

construction of the Project.

B: CONFLICT RESOLUTION

If there is a conflict with a professional practice or standard applicable to the Project, Collier shall submit a written request to the County's designee for a resolution.

C: INDEPENDENT CONTRACTOR

Collier is an independent contractor responsible for its work and not an agent of the County in performing the services outlined within this Agreement.

D: FORCE MAJEURE

Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by any act of God, force majeure, storm, fire, casualty, civil disturbance, riot, war, national emergency, act of government, act of public enemy or other cause of similar nature beyond its control.

E: INDEMNIFICATION

- 1) The County shall agree to indemnify and hold Collier, its officers, agents and/or employees, harmless from and against any and all lawsuits, damages and expenses, including court costs and attorneys' fees, by reason of any claim and/or liability imposed, claimed and/or threatened against the County, its officials, agents and/or employees, for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under the Agreement to the extent that such bodily injuries, death and/or property damages are attributable to the negligence of the County, its agents, employees, or any other entity for which the County may be found to be legally liable. This provision shall survive the completion of all services, obligation and duties provided pursuant to the Project, or the termination of this Agreement for any reason.
- 2) Collier shall agree to indemnify and hold the County, its officials, agents and/or employees, harmless from and against any and all lawsuits, damages and expenses, including court costs and attorneys' fees, by reason of any claim and/or liability imposed, claimed and/or threatened against Collier, its officers, agents and/or employees, for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under the Agreement to the extent that such bodily injuries, death and/or property damages are

attributable to the negligence of Collier, its agents, employees, or any other entity for which Collier may be found to be legally liable. This provision shall survive the completion of all services, obligation and duties provided pursuant to the Project, or the termination of this Agreement for any reason.

F: INSURANCE

Collier shall maintain, during the life of this Agreement, the following insurance policy written by an insurance company authorized to do business within the State of Tennessee, and furnish Client, in duplicate, Certificates of Insurance as evidence thereof:

1. Worker's Compensation: Providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of the statutory limit for each occurrence.
2. Comprehensive (Commercial) General Liability Insurance: Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000.00 for each occurrence.
3. Automobile (Business) Liability Insurance: Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000.00 for each occurrence, \$1,000,000.00 aggregate.
4. Professional Liability Insurance: Professional liability insurance covering claims arising from errors, omissions or negligent acts committed in the performance of professional services under this Agreement with limits of \$1,000,000.00.

G: WORK PRODUCT

The County agrees not to reuse plans and specifications that may be created by Collier without Collier's approval, which shall not be unreasonably withheld and for which reasonable compensation shall be agreed.

H: SEVERABILITY

The invalidity, illegality or unenforceability of any provision within this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the remaining portions of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to

the intent of the stricken provision.

I: MISCELLANEOUS TERMS OF AGREEMENT

1. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of the County and Collier as well as their respective heirs, executors, administrators, successors and assigns, and neither party may assign, sublet or transfer its rights or obligations hereunder without the prior, written consent of the other party.
2. **Extent of Agreement:** This Agreement and the exhibits attached hereto constitute the entire and integrated agreement between the County and Collier, and no other written or oral understanding shall constitute part of this Agreement.
3. **Waiver:** A waiver by Collier of any breach of this Agreement shall not be binding unless such waiver is in writing, In the event of a written waiver such shall not affect Collier's rights with respect to any other for further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
4. **Modification:** This Agreement shall not be modified unless such modifications are evidenced in writing in the form of a written Amendment, which is signed by both the County and Collier.
5. **Headings:** The parties agree that the headings identifying the various sections and subsections within this Agreement are for informational purposes only and are not intended to limit the terminology contained within the Agreement in any manner.

J: FEE SCHEDULE



COUNTY AND MUNICIPAL FEE SCHEDULE 2022 Rates - Effective 7/1/2022

Employee	Position	Description	NEW RATE
All Employees	Accountant:	Accountant	\$109.25
All Employees	Admin Asst:	Administrative Assistant	\$63.25
All Employees	CAD/GIS Mgr:	CAD/GIS Manager	\$143.75
All Employees	Const Mgr:	Construction Manager	\$123.75
All Employees	Dept Mgr:	Department Manager	\$192.50
All Employees	EIT/CAD Tec I:	EIT/CAD Tech I	\$86.25
All Employees	EIT/CAD Tec II:	EIT/CAD Tech II	\$97.75
All Employees	EIT/CAD Tec III:	EIT/CAD Tech III	\$109.25
All Employees	Final Rec Clerk:	Final Records Clerk	\$92.00
All Employees	GIS Analyst:	GIS Analyst	\$115.00
All Employees	GIS Tech:	GIS Technician	\$86.25
All Employees	Inspector I:	Inspector I	\$77.00
All Employees	Inspector II:	Inspector II	\$86.25
All Employees	Principal:	Principal	\$215.00
All Employees	Pro Admin:	Project Administrator	\$97.75
All Employees	Project Eng I:	Project Engineer I	\$126.50
All Employees	Project Eng II:	Project Engineer II	\$143.75
All Employees	Project Mgr I:	Project Manager I	\$138.00
All Employees	Project Mgr II:	Project Manager II	\$155.25
All Employees	Seasonal Intern:	Seasonal Intern	\$51.75
All Employees	Sr. Inspector:	Sr. Inspector	\$97.75
All Employees	Sr. Pro Eng:	Sr. Project Engineer	\$166.75
All Employees	Sr. Project Mgr:	Sr. Project Manager	\$166.75
All Employees	Sur Party Chief:	Survey Party Chief	\$92.00
All Employees	Survey Mgr:	Survey Manager	\$126.50
All Employees	Survey Tech:	Survey Technician	\$69.00
All Employees	Technician:	Technician	\$69.00

**July 2022 Collier Engineering
Lab/Materials Testing Fee Schedule**

Item	Unit	Rate
Transportation and Miscellaneous		
Mileage (alternative: inclusive trip charge negotiable per project)	mile	IRS rate
Subcontracted services or equipment		cost plus 15%
Generator	day	\$105.00
Coring machine	day	\$115.00
Coring crew (2 personnel)	hour	\$165.00
Floor flatness	day	\$125.00
Slab moisture kits	each	\$40.00
Crack monitor (labor to install and check device not included)	each	\$65.00
Soil Laboratory Testing Rates		
Atterberg Limits Determination (LL, PL)	each	\$90.00
Combined Analysis (Hydrometer and Sieve)	each	\$155.00
Density Determination (Shelby tube sample)	each	\$30.00
Density Determination (Irregular sample)	each	\$50.00
Organic Content (by heating)	each	\$60.00
Sieve Analysis (Unwashed)	each	\$100.00
Sieve Analysis (Washed over #200 sieve)	each	\$135.00
Specific Gravity Determination	each	\$85.00
Moisture Content Determination	each	\$12.00
Swell Test single pressure	each	\$135.00
Swell Test (two pressures)	each	\$225.00
Swell Test (ASTM STP 479)	each	\$275.00
Unconfined Compression - Undisturbed Soil Sample	each	\$85.00
Compaction and Density Standard Proctor (ASTM D 698)	each	\$170.00
California Bearing Ratio (CBR)	each	\$525.00
<i>*Fees for other soil testing quoted upon request</i>		
Structural Steel and Metals Testing		
AWS Certified Welding Inspector	hour	\$95.00
Aggregates Testing Rates		
Sieve Analysis (ASTM C 136)	each	\$95.00
Analysis of Material finer than #200 Sieve (ASTM C 117)	each	\$65.00
Soundness (ASTM C 88) (5 cycles)	each	\$395.00
Abrasion (ASTM C 131)	each	\$280.00
Abrasion (ASTM C 131)-Large Size Aggregate	each	\$335.00
Specific Gravity (ASTM C 127 or 128)	each	\$75.00
Absorption Analysis (ASTM C 127 or 128)	each	\$75.00
Unit Weight (ASTM C 29)	each	\$65.00

**Fees for other aggregate testing quoted upon request*

Asphalt Testing Rates

Extraction (ASTM D 2172) (includes gradation)		\$175.00
Extraction only		\$115.00
Asphalt Cement by ignition (including gradation)		\$165.00
Marshall Density Specimens - Set of 3 samples	set	\$170.00
Marshall Stability Flow and Density Specimens (ASTM D 1559) (already mixed)	each	\$55.00
Marshall Stability Flow and Density Specimens (3 samples)	set	\$140.00
Core Density (field cut)	each	\$60.00
Asphalt Design Mix Review (Marshall Method)	each	\$1,350.00
Three Point Marshall Curve (including laboratory mixed asphalt with 9 stability, flow and density tests)	set	\$1,000.00
Three Point Marshall Curve (additional point)	each	\$225.00
Penetration and Specific Gravity (ASTM D 5)	each	\$95.00

**Fees for other asphalt testing quoted upon request*

Concrete and Masonry Testing Rates

Concrete or Mortar Mix Verification	each	\$395.00
Laboratory Concrete Trial Batch (with cylinders)	each	\$565.00
Laboratory Concrete Trial Batch (with beams)	each	\$850.00
Compressive Strength of cured cylinder (ASTM C 39)	each	\$16.00
Cylinder molds	each	\$1.75
Flexural Strength of Concrete Beam	each	\$65.00
Diamond bit wear per inch depth (1" steel = 12" concrete; rate dependent upon core diameter)	inch	\$6.50 - \$7.50
Concrete core, measurement and strength	each	\$55.00
Trimming/ Per Cut		\$25.00
Compressive Strength and Dimensions of Masonry Block Units (min. of 3; unit rate dependent on size and quantity)	each	\$45.00 - \$85.00
Net Area, Absorption, Specific Gravity and Moisture - Content of Masonry Block (ASTM C 140) / Per Block		\$75.00
Compressive Strength of Masonry Block Prism (Hollow)	each	\$145.00
Compressive Strength of Masonry Block Prism (grouted)		quote on request
Compressive Strength of 3x6 inch Grout Prism / Each	each	\$35.00
Compressive Strength of 2 inch Mortar Cube or 3 inch cyl.	each	\$18.00
Laboratory Mortar, Trial Batch (excludes testing cubes)	each	\$305.00

**Fees for other concrete testing quoted upon request*

K: ESCROW ACCOUNT SCHEDULE

PRIMARY TESTING

Base Services Initial Fee Cut/Fill: 0-2 FT	\$/LF	\$6.55
Base Services Initial Incremental Fee Cut/Fill: 2-3 FT	\$/LF	\$0.30
Base Services Initial Incremental Fee Cut/Fill: 3-4 FT	\$/LF	\$0.30
Base Services Initial Incremental Fee Cut/Fill: Over 4 FT	\$/LF	TBD
Project Specific Issues Requiring Additional Inspections	\$\$	TBD

Approx. Fee Schedule based upon a minimum LF of Road 1,500 LF

The initial Escrow Account base fee is an estimated cost based upon PROPOSED Construction of the cut/fills to the roadway subgrade as measured at the PROPOSED roadway centerline.

SECONDARY TESTING

Applicable Tests as determined By County	Rates per Fee Schedule (Article J)
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“TBD” – To Be Determined by County during the review of Construction Plans submitted by the Developer. This is the opportunity to define project specific issues that will require any additional inspections/testing.