

MAYES TESTING ENGINEERS, INC.

A Terracon COMPANY

Seattle Office
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Lynnwood WA 98036
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June 19, 2017

Eric Hansen
City of Stevenson
PO Box 371
Stevenson, WA 98648

Re: Testing and Inspection Services
City of Stevenson Kanaka Creek Road Improvements
Mayes Testing Engineers Project No. M9171190

Dear Eric,

Thank you for selecting Mayes Testing Engineers to provide testing and inspection services for the above referenced project. All services for this project will be billed in accordance with the attached "I1" Fee Schedule and General Conditions.

Mayes Testing Engineers will add value to this project by tracking down problems on the job before they become costly. Our clients rely on our consistent ability to ensure high standards for quality, safety, and endurance.

Our nationally accredited laboratories are well equipped to handle the project needs efficiently and cost-effectively. All procedures are in accordance with ASTM, A2LA, OBOA, WABO, City of Portland and IBC standards, and all activities are supervised by Washington and Oregon State Professional Engineers.

City of Stevenson will only be invoiced for actual work performed including project management. A 4-hour minimum charge per call applies to all inspections and time will be charged portal-to-portal from our Portland office. A premium rate of 1.5 times the regular rate will be charged for all work outside of normal working hours or in excess of 8 hours per day and on Saturdays, Sundays and Legal Holidays. Payment is net 30 days from date on invoice.

To schedule inspections, please contact our Dispatch Department at 503.281.7515. For all other questions, please contact the Senior Project Manager assigned to your project, Trevor Tickner at 503.281.7515.

In acceptance of our terms and conditions, please sign below and return one copy to our office. Thank you for selecting Mayes Testing Engineers.

Respectfully Submitted,
MAYES TESTING ENGINEERS, INC.



Michael S. Dolder, P.E.
Senior Principal

Accepted By: Frank Cox
Printed Name: Frank Cox
Title: Mayor
Date: 6/27/17

Attachments: "I1" Fee Schedule and General Conditions

MAYES TESTING ENGINEERS, INC.
11 FEE SCHEDULE AND GENERAL CONDITIONS

Inspection Services

Concrete Inspection (<i>includes Reinforcing Steel, Concrete Placement, Shotcrete, Augercast Grout, Grout, Batchplant</i>)	60.00 /hour
Post Tension Concrete Inspection (<i>includes placement and stressing</i>)	60.00 /hour
Proprietary Anchor Inspection (<i>includes Epoxy Grouted and Expansion Anchors</i>)	60.00 /hour
Masonry Inspection (<i>includes cmu and brick veneer</i>)	60.00 /hour
Lateral Framing Inspection (<i>includes wood and light gauge</i>)	60.00 /hour
Seismic Resistance System Inspection	60.00 /hour
Fiber-Reinforced Polymer Inspection	60.00 /hour
Fireproofing Inspection	60.00 /hour
Intumescent Paint Inspection	65.00 /hour
Soils Technician (<i>includes nuclear densometer</i>)	67.00 /hour
Asphalt Technician (<i>includes nuclear densometer</i>)	67.00 /hour
Asphalt or Concrete Coring Technician	75.00 /hour
Laboratory Technician	75.00 /hour
Lead Inspector	67.00 /hour
Structural Steel/Welding Inspection (<i>includes bolting</i>)	65.00 /hour
Non-Destructive Testing (<i>includes Dye Penetrant, Magnetic Particle, Ultrasonic Testing</i>)	70.00 /hour

Laboratory Services

Concrete Testing

Air Dry Unit Weight Test	40.00 each
Concrete Absorption, Unit Weight and Moisture Content Test	45.00 each
Concrete, Augercast Grout or Nonshrink Compressive Strength Cylinder Test (<i>includes curing, breaking & report</i>)	22.00 each
Concrete Compressive High Strength Cylinder Test (<i>over 10,000 psi</i>)	30.00 each
Concrete Core Compressive Strength Test (<i>includes trimming and testing</i>)	66.00 each
Concrete Flexural Strength Beam Test	50.00 each
Concrete Shrinkage Test (<i>ASTM C157 - set of 3</i>)	300.00 each
Length of Concrete Core Test (<i>ASTM C174</i>)	30.00 each
Mix Design 1 Point Verification & 3 Point Water Cement Curve	quoted on request
Modulus of Elasticity Test	100.00 each
Shotcrete Panel Test (<i>includes 4 cores</i>)	140.00 each
Voids and Density of Hardened Concrete Test (<i>ASTM C642</i>)	75.00 each

Masonry Testing

Brick Absorption Test (<i>24 hour soak</i>)	45.00 each
Brick Absorption Test (<i>5 hour boil</i>)	70.00 each
Brick or Masonry Efflorescence Test (<i>set of 5</i>)	85.00 each
Brick or Concrete Paver Compression Test	45.00 each
Masonry Absorption, Unit Wt. And Moisture Content Test	45.00 each
Masonry Unit Compression Test	55.00 each
Masonry Drying Shrinkage Test (<i>set of 3</i>)	300.00 each
Masonry Grout or Mortar Compressive Strength Test	22.00 each
Masonry Prism Test (<i>grouted or ungrouted</i>)	110.00 each
Retaining Wall Unit Absorption Test	45.00 each
Retaining Wall Unit Compression Test	110.00 each

Asphalt Testing

Asphalt Marshall Mix Design Test (<i>5 points</i>)	3500.00 each
Asphalt Core Density Test	35.00 each
Asphalt Ignition & Gradation Test	250.00 each
Asphalt Ignition Oven Correction	450.00 each
Asphalt Marshall Set Test (<i>flow, stability, voids</i>)	440.00 each
Asphalt Oil Content Test	80.00 each
Asphalt Rice Density Test	100.00 each
Asphalt Stripping Test	30.00 each
Asphalt Superpave Set Test (<i>VMA, VFA and VA</i>)	550.00 each

Laboratory Services**Soils and Aggregate Testing**

Atterberg Limits Tests	120.00 each
Liquid Limit Only Test	75.00 each
Plastic Limit Only Test	55.00 each
California Bearing Ratio Test (<i>CBR - with proctor</i>)	550.00 each
Clay Lumps and Friable Particles Test	90.00 each
Degradation Test	135.00 each
Flat and Elongated Particles Test	90.00 each
Fractured Face Count Test	75.00 each
LA Abrasion Test	150.00 each
Lightweight Pieces in Aggregate Test (<i>coal and lignite</i>)	80.00 each
Organic Impurities Test	45.00 each
Organic Matter Analysis (<i>loss on ignition by weight</i>)	60.00 each
R-Value Test	325.00 each
Sand Equivalent Test	60.00 each
Sieve Analysis Test (<i>dry only</i>)	130.00 each
Sieve Analysis Test (<i>includes particles finer than #200</i>)	200.00 each
Sodium Sulfate Soundness Test	250.00 each
Soil Hydrometer Analysis	225.00 each
Soil Moisture Content Test (<i>natural</i>)	30.00 each
Soil Moisture Density Relationship Test (<i>proctor</i>)	200.00 each
Soil Relative Density Test	225.00 each
Soil Specific Gravity Test	85.00 each
Specific Gravities Coarse Aggregate Test	55.00 each
Specific Gravities Fine Aggregate Test	85.00 each
Unit Weight Test	45.00 each

Miscellaneous Testing

Fiber-Reinforced Polymer Tensile Test (<i>set of 5</i>)	750.00 each
Fireproofing Density Test	80.00 each
Machining Tensile Test	Cost + 15%
Macroetch Test (<i>evaluation only or sample preparation</i>)	50.00 each
Moisture Emission Test Kits	30.00 each
Reduced Section Tensile Coupons Test	45.00 each
Reinforcing Steel #10 - #18 Tensile Test	85.00 each
Reinforcing Steel #3 - #9 Tensile Test	60.00 each
Splitting Tensile Test	80.00 each
Stressing Strand Tensile Test (<i>breaking strength only</i>)	60.00 each
Tensile Test on Coupon Assembly (<i>with slippage #3 - #9</i>)	80.00 each
Tensile Test on Coupon Assembly (<i>with slippage #10 - #18</i>)	105.00 each
Universal Test Machine & Operator	125.00 /hour
Weld Fracture Test	80.00 each

Engineering Services

NDE Level III Consultation	150.00 /hour
Principal Engineer	150.00 /hour
Staff Engineer (<i>includes Pachometer Testing, Floor Flatness Testing, Impact Echo Testing, Load Testing & Moisture Emissions Testing</i>)	125.00 /hour
Engineering Technician	105.00 /hour
Project Manager	95.00 /hour

Other

Mileage (<i>charged only outside our regular service area</i>)	0.65 /mile
Subsistence (<i>lower 48 states</i>)	Federal GSA Rate
Reimbursable Expenses (<i>commercial travel, rentals, consumables, etc.</i>)	Cost + 15%
Subconsultants	Cost + 15%

*A four hour minimum charge applies to all inspections. Overtime rate of 1.5 times the regular rate applies to all work performed outside of normal working hours, weekends and holidays.

GENERAL CONDITIONS

- 1) A four-hour minimum charge per call applies to all Mayes Testing Engineers, Inc. (MTE) inspections. A premium rate of 1.5 times the regular will be charged for all work outside of normal working hours in excess of 8 hours per day and on Saturdays, Sundays and Legal Holidays. MTE requests 24 hours advance notice for scheduling our services. For service requested with less than 24 hours notice, MTE may not be able to guarantee service. Client will be charged for late cancellations with a 2 hour "Show- up Charge".
- 2) The client understands that no final letter of compliance will be issued to the building department for the project until all outstanding invoices have been paid.
- 3) Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of work ordered by Client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of MTE's work. MTE shall have no duty or obligation to any third party greater than that set forth in MTE's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from MTE shall constitute acceptance of the terms of MTE's proposal and these General Conditions.
- 4) Client shall cause all tests and inspections of the site, materials and work performed by MTE or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and MTE's recommendations. No claims for loss, damage or injury shall be brought against MTE by Client or any third party unless all tests and inspections have been so performed and unless MTE's recommendations have been followed. Client agrees to indemnify, defend and hold MTE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed, or MTE's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of MTE, its officers, agents or employees.
- 5) MTE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. MTE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. MTE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents.
- 6) Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.
- 7) MTE will issue progress billings on a monthly basis. Progress billings are due and payable 30 days from invoice date. Invoices not paid within 30 days of the date rendered will be assessed a finance charge of one and a half percent per month, or fraction thereof, for each month beyond 30 days past due. Invoices not paid within 60 days may result in MTE stopping work until such invoices rendered are paid in full. Client will be responsible for all expenses incurred in the collection of any unpaid balance, including collection agency fees, attorney's fees, and other legal fees.
- 8) The extension of unit prices herein with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the inspection and/or testing for a construction project. The quantities when given are estimates based on contract documents and schedules made available at the time of proposal preparation. Since schedule, performance, production and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost. The term "Cost Estimate" does not imply a maximum contract amount, but only the extension value of our unit prices at the time of proposal preparation. All rates and fees are subject to annual review.
- 9) MTE is covered by General Liability Insurance for bodily injury and property damage arising directly from our negligent acts or omissions, with a combined single limit of \$2,000,000 dollars aggregate. If Client requires additional coverage in excess of this amount, and if procurable, MTE will take out additional General Liability Insurance to the limits Client requires at client's expense.
- 10) MTE will provide its professional services to Client, as defined by its scope of work with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This representation is in lieu of any warranties or other representations, either expressed or implied. It is also understood and agreed that statements made in MTE reports are opinions based on engineering judgment, and should not be construed to be conclusive representations of fact. If conditions different from what are indicated in the reports come to Client's attention after receipt of the reports, it is recommended that Client contact MTE immediately to authorize further appropriate evaluation. MTE agrees to hold harmless and to indemnify Client on account of any damages due to bodily injury or property damage, or breach of contract, arising directly out of a negligent act or omission in the performance of professional services by MTE; provided, however, that any such liability, or liability to any third party arising out of MTE's performance of professional services, shall not exceed Fifty Thousand Dollars (\$50,000.00), or the total amount of the fee paid to MTE for its work performed pursuant to this agreement, whichever amount is greater. In the event Client is unable to accept this limitation, a surcharge of five percent (5%) of the total monthly invoice for services performed by MTE will be added to MTE's invoice to Client.
- 11) Except to the extent specifically addressed in Paragraph 10, Client agrees to indemnify, defend and hold MTE, its officers, employees, agents and independent contractors harmless from any and all claims, suits, losses, costs and expenses, including but not limited to, court costs and reasonable attorneys fees arising or alleging to have arisen out of the performance of MTE's work. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against MTE to the extent that MTE shall prevail in such suit, cause of action, claim or counterclaim, the party initiating such action shall pay to MTE the costs and expenses incurred by MTE to answer and/or defend such suit, cause of action, claim or counterclaim, including reasonable attorneys fees, court costs, witness fees and other related expenses.