



[REDACTED]

**RE: FEE SCHEDULE FOR TESTING AND OBSERVATION SERVICES
CUSTOM RESIDENCE**

[REDACTED]

[REDACTED]

Vann Engineering, Inc. ("Consultant") is pleased to submit our fee schedule for testing and observation services for the above referenced project.

All other testing and observation work will be done according to our fee schedule. The following fee schedule reflects time and testing at our regular rate.

FEE SCHEDULE
Course of Construction Testing & Observation

FIELD ENGINEERING

Site Visits, Project Manager (Field Technician) **\$1,013.00 Each Trip**
Travel time and vehicle included

Field Density Tests (earthwork, ABC, asphalt, backfill, etc.) **\$18.00 Each**
Includes technician time, reporting time, and clerical

Special Inspector **\$125.00 Per Hour**
Minimum 1 Hour (Portal to Portal)

- Foundation excavations
- Post-tension slabs including placement and stressing
- Expansion, adhesive and epoxy bolts and anchors
- Exterior Insulation & Finish Systems (EIFS)
- Masonry construction including reinforcement
- Spray applied fireproofing
- Concrete construction including reinforcement, bolts in concrete
- Steel construction including welding, framing, fabricators, high-strength bolts
- Wood construction including framing

Typical Concrete Pour **\$2,136.00 Per Set**
One set of four (4) concrete cylinders including trip charges, 1 hour technician time on-site, slump test, pick-up, compression testing (breakage fees) and reporting



Typical Grout or Mortar Sampling Effort **\$2,136.00 Per Set**
One set of four (4) specimens including trip charges,
1 hour technician time on-site, pick-up, compression testing
(breakage fees) and reporting

Engineering Staff **\$150.00 Per Hour**
Project oversight, report review and sealing
(Portal to Portal)

Coring Effort **\$250.00 Per Hour**
For asphalt ONLY, includes technicians and equipment
(Portal to Portal)

LABORATORY TESTING

Soil & Aggregates Proctor – 3 Point or Field Proctor **\$80.00 Each**
ASTM D698 or D1557 Moisture Density Test

Materials Qualification Test on Import Soil **\$150.00 Each**
Gradation, PI, and Expansion

Materials Qualification Test on Import Soil **\$325.00 Each**
Gradation, PI, Expansion and Sulfates

Expansion Test **\$75.00 Each**
For imported fill

Gradation & Plasticity Index Test **\$100.00 Each**
Sieve analysis & P.I. for soil classification, imported fill

pH & Resistivity **\$75.00 Each**
Metal corrosion potential

Chlorides **\$75.00 Each**
Metal corrosion potential – encapsulation

Soluble Sulfates **\$150.00 Each**
Concrete corrosion potential

Asphalt Extraction & Gradation **\$90.00 Each**
Oil content & sieve analysis

Asphalt Marshall Maximum-Density **\$75.00 Each**
ASTM D1559, for use in the field for asphalt density (compaction) verification

Asphalt Core Thickness & Density **\$50.00 Each**

Asphalt Marshall Maximum-Density, Stability & Flow **\$150.00 Each**
ASTM D1559, for asphalt design parameter verification

Standby or delay time will be billed at \$70.00 per hour.



Overtime work, which includes technician time, testing, and trip charges, will be charged at 1.5 times our regular rate. Overtime work includes all work performed on weekends and holidays.

Please note, this office will be closed on the following dates in 2023:

Holiday	Date
New Years	January 2, 2023
Memorial Day	May 29, 2023
Independence Day	July 4, 2023
Labor Day	September 4, 2023
Thanksgiving	November 23 through November 26, 2023
Christmas	December 22 through December 25, 2023

Vann Engineering, Inc. relies on your firm to call for all testing & observation needs including special inspections. We will not sign the special inspections certificate for compliance without substantial completeness of the inspections.

Vann Engineering, Inc. is not responsible for scheduling inspections. Please schedule all course of construction testing services through our scheduling department via phone or email between the hours of 7:00am to 3:00pm, Monday through Friday. Please note, we request a one-day notice so that we may ensure a field technician will be available to perform the service needed at the requested time.

For any services you may need that are not listed in this fee schedule, please contact this office.

Each invoice will be mailed on or about the 20th of each month.

Attached to this proposal are our General Conditions. Please call if you wish to discuss these General Conditions. These General Conditions are an integral part of this proposal and are incorporated herein. If the terms of this proposal and General Conditions are acceptable and you authorize Vann Engineering, Inc. to proceed with the work, please sign and complete the *Acceptance and Authorization to Proceed*. Please then mail, fax or e-mail the signed proposal back to us as notice to proceed. The terms in this proposal and the General Conditions will constitute the contract between the parties.

Vann Engineering, Inc. warrants that its services under this agreement shall be performed in conformance with the skill and care ordinarily exercised by other members of the profession practicing at the same time under the same or similar circumstances in the same locale. Should any questions arise concerning this fee schedule, please feel free to contact us.

Sincerely,

VANN ENGINEERING, INC.



Stacy Roberts
Accounts Receivable Specialist

Distribution: Addressee via email: 



ACCEPTANCE AND AUTHORIZATION TO PROCEED

I have reviewed the terms in this proposal and General Conditions, accept those terms, and authorize Vann Engineering, Inc. to proceed with the work.

I authorize that I am the responsible financial party for the services outlined in this proposal.

Please note: If this fee schedule is authorized by a party other than that which is addressed above, the authorizing client must pay all invoices upon receipt and prior to the issuance of the final report.

Signature _____

Date _____

Printed Name _____

Company _____

Address _____

Address _____

Phone Number _____

Email Address _____

Accounting / Payables Email Address _____



Vann Engineering, Inc.

General Conditions and Limitations

1. Compensation and Payment.

The Client must pay all invoices upon receipt, and prior to the issuance of the final report, which is pursuant to the signed proposal.

As stated in the body of the proposal, a deposit / retainer is required to commence work on the project. Utility clearance and scheduling will not commence until the retainer is received and cleared. The actual amount of the retainer is stated in the proposal as opposed to this general condition. Several modes are afforded for making retainer and final payments. Such options include but are not limited to PayPal, check, credit card, wire transfer, and Zelle. **Note that any project cancellation following the processing of any payment or retainer fees will be subject to a forfeit of any payment or retainer.**

Vann Engineering, Inc.'s ("Consultant") compensation and rates for professional services on the project will be set forth in the contract with the Client. The Client agrees to pay those amounts. To the extent that the Consultant has agreed to hourly rates for professional services, those hourly rates are valid for one year from the date of the contract. Hourly rates for projects extending beyond one year will be increased annually in a reasonable amount.

Unless otherwise provided in the contract with the Client, if the Consultant hires any subconsultants on the project, the Consultant will bill the Client for the subconsultant's services at 1.15 times the subconsultant's invoice amount. The Client agrees to pay those amounts.

Unless otherwise provided in the contract with the Client, the Consultant will bill the Client for reimbursable expenses at 1.15 times the Consultant's cost. The Client agrees to pay those amounts. Unless otherwise provided in the contract with the Client, reimbursable expenses are considered over and above the contract price and/or hourly rates. Reimbursable expenses generally include the following items: transportation, travel, lodging, long distance calls and communications, fax charges, governmental fees and charges, copying, printing, reproduction, postage, courier services, delivery services, additional insurance coverage requested by the Client in excess of what the Consultant normally carries (provided the Client has approved the cost of such insurance), and other similar expenses relating to the project.

If the scope of the project or professional services is changed materially, the amount of the Consultant's compensation and rates shall be equitably adjusted. If the project extends materially longer than the Consultant originally anticipated (other than as a result of Consultant's negligence or willful misconduct), the amount of the Consultant's compensation and rates shall be equitably adjusted. If the instruments of service provided under the contract are required to be submitted to governmental entities and those entities change policies, procedures, rules, regulations, zoning, or laws relating to the project after the date of the contract, the Client shall pay the Consultant for any additional work that the Consultant must perform as a result of those changes pursuant to the applicable hourly rates.

Revisions, alterations, or change orders requested by the Client shall be deemed extra work and will be billed to the Client pursuant to the applicable hourly rates.

Items not included in the proposal that will require an addendum that is professionally sealed will result in a cost that is over and above the quoted sum that is constituted by this proposal or intended scope of work.

The Client shall not withhold, deduct, off-set, or set-off any amounts that the Consultant has billed to the Client. If the Client disputes any of the Consultant's invoices for any reason, the Client must first timely pay the invoice(s) to the Consultant and then the Client can seek to resolve the disputed invoice(s) pursuant to the dispute resolution procedures set forth in these General Conditions.

If the project is suspended or terminated in whole or in part, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the Consultant's receipt of written notice of such suspension or termination. If the project is resumed after being suspended or terminated for more than three months, the Consultant can elect to have its compensation and rates equitably adjusted.



If the Consultant is forced to send the Client's account to collections for non-payment, a 20% collection fee will be added to the total amount due on each invoice. The account will not be considered paid in full by the Consultant until the collection fee is also paid by the Client.

In keeping with 1.11 above, if the past due account is in excess of 12 months, a 50% collection fee will be added to the project total.

The Client agrees to pay Consultant all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by Consultant to collect properly due payments.

Upon receipt of the signed Acceptance and Authorization to Proceed; if field work is unable to be performed due to lack of access to the site and a return trip is required, an additional mobilization and demobilization fee will be applied to the final invoice.

- 1.15 We may exercise the right to file a preliminary lien for the work authorized.
2. **Delays.** In most cases, the length of time needed to complete the project and submit a report is stated in the proposal, which must be considered an approximate time frame, some are completed earlier than anticipated and some are late. To the extent that the Consultant has provided the Client estimates as to when the Consultant will complete its professional services and/or the Consultant has promised the Client to complete the professional services by a certain date, that date(s) shall be extended automatically for any of the following conditions: (A) acts of the Client (including its agents, employees, consultants, and contractors) that delay work; (B) acts of God that delay work; (C) weather conditions that delay work; (D) strikes, boycotts, and similar actions that delay work; (E) change orders that warrant additional time to complete the project; (F) differing site conditions as discussed below; (G) the suspension or abandonment of work or services under the contract by the Client and/or other conditions that warrant the suspension or abandonment of work or services; (H) global or local health conditions, and/or (I) any other condition that reasonably warrants an extension. The Consultant shall determine the amount of additional time that the Consultant reasonably needs to complete the project as a result of these conditions. In any case, and regardless of the above, a late report shall not constitute a breach of contract.
 3. **Differing Site Conditions.** If the Consultant discovers any conditions at the project site that (A) differ materially from the plans, specifications, reports, and other available information and/or (B) are unusual in nature and/or not normally expected or found on projects of this type, then the Consultant will notify the Client of such differing site conditions. Upon such notification, the Client has the right to further investigate these existing conditions at the Client's sole expense. The Consultant has no duty to investigate differing site conditions. Whether such an investigation is done or not, upon notification of such differing site conditions the Client shall (A) terminate the contract or (B) agree to increase the contract price in the amount of the Consultant's reasonably estimated cost of the additional work needed as a result of the differing site conditions. If the Client elects to terminate the contract, the Client will pay the Consultant for all professional services rendered and reimbursable expenses incurred through the date of termination. The Consultant is entitled to stop work until the differing site conditions have been investigated and/or reasonably resolved. Any delays caused by differing site conditions shall extend the time for the completion of the project.
 4. **Suspension and Termination of Contract.** The contract may be suspended and/or terminated by any party on the grounds that the other party is in substantial breach of the contract. Among other potential breaches, the failure of the Client to make timely payments to the Consultant shall be considered a substantial breach of the contract. The party seeking to suspend or terminate the contract shall first give written notice to the other party specifying the alleged breaches and allow that other party seven days from the date of notice to cure the alleged breaches. In the event of suspension or termination, the Client shall pay the Consultant for all services performed and reimbursable expenses incurred through the suspension or termination date, and any additional amounts to which the Consultant is entitled under the contract.
 5. **Warranty.** The Consultant does not provide any express or implied warranties in connection with its work on the project.
 6. **Limitation of Liability.** The Client agrees to limit the liability of the Consultant and its owners, directors, officers, employees, subconsultants, and their spouses to an amount equal to that paid for services rendered.
 7. **Consultant Indemnification.** The Client agrees to indemnify, defend, and hold harmless the Consultant and its owners, directors, officers, employees, and their spouses from and against any claims, actions, demands,



judgments, damages, liability, costs, expenses, and/or attorneys' fees (collectively "Claims") that relate to and/or arise out of (in whole or in part) any errors, omissions, or breaches of duties by the Client in connection with this contract and/or project. This indemnification clause in favor of the Consultant is not intended to cover Claims to the extent they relate to and/or arise out of (in whole or in part) any errors, omissions, or breaches of duties by the Consultant. The Consultant's owners, directors, officers, employees, and their spouses are intended to be third-party beneficiaries of this indemnification clause.

8. **Client Indemnification.** The Consultant agrees to indemnify and hold harmless the Client and its owners, directors, officers, employees, and their spouses from and against any claims, actions, demands, judgments, damages, liability, costs, expenses, and/or attorneys' fees (collectively "Claims") that relate to and/or arise out of any errors, omissions, or breaches of duties by the Consultant in connection with this contract and/or the project. This indemnification clause in favor of the Client is not intended to cover Claims to the extent they relate to and/or arise out of (in whole or in part) any errors, omissions, or breaches of duties by the Client.
9. **Standard of Care.** The Consultant shall perform its services under this agreement in accordance with the generally accepted standard of care in conformance with the laws, codes, ordinances and regulations of those governmental authorities having jurisdiction over the services and this project and that are published and in effect as of the date of the agreement.
10. **Fees.** If any party to the contract brings an action or proceeding relating to the contract, the prevailing party shall be entitled to its reasonable attorneys' fees for matters arising out of contract.
11. **Choice of Law and Forum.** The contract shall be governed by Arizona law. Subject to the mediation provision below, the exclusive jurisdiction for resolving disputes between the parties is the Arizona state court system.
12. **Dispute Resolution.** The Client and the Consultant agree that all disputes between them relating to the contract or the project shall be submitted first (prior to any litigation) to nonbinding mediation at or near the place of Consultant's principal office.
13. **Entire Agreement.** The contract represents the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements between the parties.
14. **Amendments.** The contract may be amended only in writing executed by both the Client and the Consultant.
15. **Assignment of Contract.** The contract may not be assigned without the written consent of the other contracting party. To the extent that a contracting party consents to an assignment of the contract by the other party, the assignee must agree to assume all rights and obligations under the contract of the assignor.
16. **Invalid Clauses.** If a court of competent jurisdiction determines that any clause of the contract is invalid or unenforceable, (1) the remainder of the contract shall be valid and enforceable and (2) the parties shall endeavor to have the court replace and/or rewrite the invalid or unenforceable provision with a valid and enforceable provision that resembles the original provision as close as possible as to the parties' intent.
17. This report is not intended as a bidding document, and any contractor reviewing this report must draw their own conclusions regarding specific construction techniques to be used on this project.
18. The scope of services carried out by this firm does not include an evaluation pertaining to environmental issues.

