

CITY OF BLUE RIDGE
Ordinance # 2019-0903-002

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS, ADOPTING FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF BLUE RIDGE, TEXAS, AND PROVIDING FOR THE REVENUES AND EXPENDITURES FOR THE TAX YEAR 2019 (FISCAL YEAR BEGINNING ON OCTOBER 1, 2019 TO AND INCLUDING SEPTEMBER 30, 2020); APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Blue Ridge finds the tax for the tax year 2018 hereinafter levied for the current expenses and general improvements of the City and its property must be levied to provide the revenue requirements of the budget for the ensuing year; and

WHEREAS, the City Council further finds the taxes for the tax year 2019 hereinafter levied, therefore, are necessary to pay interest and to provide a revenues and expenditures for tax year 2019; and

WHEREAS, the City Council has approved by a separate Ordinance the budget for the tax year 2019; and

WHEREAS, all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes have been completed in due and correct time.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS AS FOLLOWS:

SECTION 1. LEVYING TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF BLUE RIDGE, TEXAS, FOR THE TAX YEAR 2019.

There is hereby levied and ordered to be asses and collected for the use and support of the municipal government of the City of Blue Ridge, Texas, and there shall be provided an interest and sinking fund for the tax year 2019, same being from October 1, 2019 to and including September 30, 2019, and for each tax year thereafter until otherwise provided, upon all taxable property including real, personal and mixed situated within the corporate limits of the City of Blue Ridge, Texas and not exempt by the Constitution of the State and valid state laws, a tax of **\$0.564995** on each one hundred dollars (\$100) assessed value of said property, said tax being so levied and apportioned to the specific purposes herein set forth as follows:

(A) For the current expenditures of the City of Blue Ridge, Texas, and for the general government, use and support of the City and its property, there is hereby levied and ordered to be assessed and collected for the tax year 2019 on all property situated within the limits of the City, and not exempt from taxation by valid laws, an ad valorem tax at the rate of **\$0.464133** on each one hundred dollars (\$100) assessed value of all taxable property within the City.

(B) For the purpose of creating an interest and sinking fund to pay the interest and principal of all outstanding debt obligations of the City, not otherwise provided for, a tax rate of **\$0.100862** on each one hundred dollars (\$100) of assessed value of all taxable property within the City.

THE AVERAGE TAXABLE VALUE OF A RESIDENCE HOMESTEAD IN THE CITY OF BLUE RIDGE THIS YEAR IS **\$125,985**, WITH THE GOVERNING BODY ADOPTING THE EFFECTIVE TAX RATE FOR THIS YEAR OF **\$0.564995** PER \$100 OF TAXABLE VALUE, THE AMOUNT OF TAXES IMPOSED THIS YEAR ON THE AVERAGE HOME WOULD BE **\$711.81**.

SECTION II. LATE PAYMENT

(A) PENALTY AND INTEREST. That the ad valorem taxes levied shall become due on October 1, 2018 and may be paid up to and including the following January 31, 2019 without penalty, but if not so paid, such taxes shall become delinquent on the following day, February 1, 2019, and the penalty and interest designated herein shall be collected for each month or portion of the month that the delinquent taxes remain unpaid.

MONTH	PENALTY	INTEREST RATE
February 1	6%	1%
March 1	7%	2%
April 1	8%	3%
May 1	9%	4%
June 1	10%	5%
July 1	12%	6%
August 1	12%	7%

The rate of interest to be collected on delinquent taxes shall be 1% per month for each month they remain unpaid. On August 1, 2020, the total penalty incurred on delinquent taxes shall be 12% without regard to the number of months the tax is delinquent. Accrual of interest at 1% per month for each month taxes remain unpaid shall continue until said taxes are paid.

(B) ADOPTION BY REFERENCE. The general laws of Texas, and particularly all the provisions of Article 7336, and of Title 122 of the Revised Civil Statutes of Texas, and all amendments thereto, relating to the date of delinquent taxes, insofar as such provisions may be applicable in connection with the collection of all taxes assessed and levied by the City of Blue Ridge, Texas, are hereby referred to and adopted.

SECTION III. ADDITIONAL PENALTY FOR COLLECTION COSTS.

Pursuant to Section 33.07 of the Texas Tax Code, taxes that remain delinquent incur an additional penalty to defray costs of collection in the amount of fifteen percent (15%) of the amount of taxes, penalty and interest due.

SECTION IV. ESTABLISHING LIEN AGAINST THE PROPERTY.

The taxes herein levied shall be a first and prior lien against the property upon which they are assessed and the said first lien shall be superior and prior to all other liens, charges and encumbrances, and this lien shall attach to personal property to the same extent and priorities as to real estate. The liens provided herein attached as of January 1, 2019.

SECTION V. REPEALER CLAUSE.

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

SECTION VI. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this Ordinance and same are deemed severable for this purpose.

SECTION VII. EFFECTIVE DATE.

This Ordinance shall be in effect from and after its final adoption. Any and all ordinances in conflict herewith are hereby repealed to the extent of the conflict.

DULY PASSED AND APPROVED by the City Council of the City of Blue Ridge, Texas, this the 3rd day of September, 2019.

APPROVED:

Rhonda Williams, Mayor

ATTEST:

Edie Sims, City Secretary

**CITY OF BLUE RIDGE
Ordinance # 2019-0903-003**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS, ADOPTING THE FISCAL YEAR 2019-2020 TAX APPRAISAL ROLL FOR THE CITY OF BLUE RIDGE, TEXAS.

WHEREAS, in accordance with Section 26.09 of the Texas Tax Code it is necessary that the Fiscal Year 2019 Appraisal Roll which constitutes the Fiscal Year 2019-2020 Tax Roll for the City of Blue Ridge is adopted by the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS AS FOLLOWS:

The City Council of the City of Blue Ridge, Collin County, Texas, hereby accepts and approves the Fiscal Year 2019 Appraisal Roll as submitted by the Collin County Tax Assessor Collector which constitutes the Fiscal Year 2019-2020 Tax Roll for the City of Blue Ridge, Texas.

DULY PASSED AND APPROVED by the City Council of the City of Blue Ridge, Texas, this the 3rd day of September, 2019.

APPROVED:

Rhonda Williams, Mayor

ATTEST:

Edie Sims, City Secretary

CITY OF BLUE RIDGE
ORDINANCE # 2019-0903-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS, ADOPTING THE GENERAL OBLIGATION BOND SERIES 2018 ANNUAL BUDGET FOR THE CITY OF BLUE RIDGE, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; PROVIDING FOR INTRA-DEPARTMENTAL TRANSFERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor has prepared and submitted a budget for the General Obligation Bond Series 2018 for filing with the City Secretary for the fiscal year beginning on October 1, 2019 and ending September 30, 2020 ("Proposed Budget") in accordance with Texas law; and

WHEREAS, the Proposed Budget has been made available for public review and discussion, and has been the subject of public hearings which were established, noticed and held as required by Texas law; and

WHEREAS, the City Council of the City of Blue Ridge after the public notices and public hearings required by law and upon due deliberation and consideration of the recommendation of the testimony and information submitted during said public hearings, has determined, in the public's best interest and in support of the health, safety, morals and general welfare of the citizens of the City, the Budget for the General Obligation Bond Series 2018 for the fiscal year beginning on October 1, 2019 and ending September 30, 2020 should be adopted;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS AS FOLLOWS:

SECTION 1. The attached General Obligation Budget, as presented by the Mayor be approved and adopted for the fiscal year 2018-2019.

SECTION 2. The 2018-2019 Annual Budget for the General Obligation Bond Series 2018 is appropriated as follows:

EXPENDITURES

PROJECT (Ridgway Water and Street Improvement)	\$640,000.00
<u>EXPENDITURES</u>	<u>\$551,351.90</u>
TOTAL	\$ 88,648.10

SECTION 3. The City Secretary is authorized to invest any funds not needed for current use, whether operating or bond, in accordance with the City's Investment Policy.

SECTION 4. This Ordinance shall be in full force and effect from and after its adoption. Any and all ordinances in conflict herewith are hereby repealed to the extent of the conflict.

DULY PASSED AND APPROVED by the City Council of the City of Blue Ridge, Texas, this the 3rd day of September, 2019.

APPROVED:

Rhonda Williams, Mayor

ATTEST:

Edie Sims, City Secretary

ORDINANCE NO. 2019-0903-005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2019 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Blue Ridge, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by

the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2019, Atmos Mid-Tex filed its 2019 RRM rate request with ACSC Cities based on a test year ending December 31, 2018; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2019 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$35.4 million applicable to ACSC Cities; and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, TEXAS:

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$35.4 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2019 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$35.4 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 4. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 5. That amortization of regulatory liability shall be consistent with the schedule found in attached Exhibit C attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2019 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2019.

Section 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 3rd day of September, 2019.

Mayor

ATTEST:

City Secretary

Sims Edie

From: Manganilla, John J <John.Manganilla@atmosenergy.com>
Sent: Monday, August 19, 2019 3:24 PM
To: Manganilla, John J
Subject: ACSC Documents - Ordinance for RRM Consideration
Attachments: 2019.08.16 Memorandum.pdf; 2019.08.16 Ordinance RE Settlement between ACSC and Atmos Energy Mid-Tex.pdf; 2019.08.16 Model Staff Report for Ordinance.docx; 2019.08.16 Model Staff Report Attachments.pdf

Importance: High

Good afternoon,

It is my understanding you should have received the attached information from the Atmos Cities Steering Committee (ACSC). Can you please let me know when you anticipate having this item on your council agenda for consideration? If you have any questions, please do not hesitate to reach out to me. Thank you.

Crawford)" <ecrawford@brownwoodtexas.gov>, "Brownwood (Walter Middleton)" <wmiddleton@Brownwoodtexas.gov>, "Drew Larkin (dlarkin@toase.com)" <dlarkin@toase.com>, "Fairview and Anna (Clark McCoy)" <cmccoy@wtmlaw.net>, "Matthew Boyle - Boyle & Lowry, L.L.P. (mboyle@boyle-lowry.com)" <mboyle@boyle-lowry.com>
Cc: Georgia Crump <gcrump@lglawfirm.com>, Jamie Mauldin <jmauldin@lglawfirm.com>, Haley Johnson <HJohnson@lglawfirm.com>, Sam Weaver <sweaver@lglawfirm.com>, Patrick Dinnin <pdinnin@lglawfirm.com>, "Thomas Brocato - Lloyd Gosselink Rochelle & Townsend, P.C. (tbrocato@swbell.net)" <tbrocato@swbell.net>, Chris Brewster <CBrewster@lglawfirm.com>, "Karl Nalepa (knalepa@resolvedenergy.com)" <knalepa@resolvedenergy.com>, "Connie Cannady (ccannady@newgenstrategies.net)" <ccannady@newgenstrategies.net>

Subject: FW: Clarification of RRM related numbers

The ordinance and resolution adopting new Atmos Mid-Tex rate tariffs reflects an agreement to increase rates for residents of ACSC Cities by \$35.4 million. I'll try to put context around that number and hopefully clarify that number in relationship to other numbers you find in the Model Staff Report and other documents.

Numbers become confusing because it is necessary to evaluate Atmos' investments, costs and revenues on a system-wide basis, and ACSC is one of four groups allocated portions of system costs. ACSC constitutes roughly 72.8% of the system. Areas outside municipal limits and certain cities have rates determined by GRIP, and Dallas uses a variation of the RRM referred to as DARR. The Staff Report should have been a little clearer to avoid confusing system-wide costs with portions of those costs allocated to ACSC.

Atmos made a filing that initially ignored RRM and alleged it was entitled to an increase of \$70 million based on traditional rate making standards. It then filed supplemental materials that complied with the RRM tariff ACSC and Atmos agreed to in early 2018 that reduced its filing to \$54 million. Recent GRIP filings with areas under GRIP reflect that the system-wide GRIP rate increase applicable to ACSC would have been \$71,629,271. That number is comparable to the RRM system-wide number of \$54,055,081. Applying the 78.2% allocation factor leads to the potential impact of GRIP on ACSC of \$52.3 million as opposed to the RRM Settlement impact of \$35.4 million. Thus, the RRM Settlement produces a \$16.9 million advantage for ACSC in 2019 over what the GRIP statute would have authorized. \$5.4 million of that advantage was attributable to negotiations related to this filing (i.e., reducing the \$54 million system-wide RRM request to \$48.6 million) with the remainder attributable to negotiations during 2017-2018 that led to a revised RRM process reflected in City ordinances adopted in early 2018. Application of the 72.8 % factor to the \$48.6 million system-side number results in the \$35.4 million increase authorized by ordinance or resolution.

Bottom-line: The RRM process avoids litigation of a \$70 million rate request while eliminating a significant portion of that potential request, reduces the as-filed RRM system-wide request by \$5.4 million, and achieves a \$16.9 million advantage to ACSC over what the Legislature permitted Atmos to charge ACSC members via GRIP.

Sent from my iPad



Collin Central Appraisal District

August 15, 2019

Edie Sims, City Secretary
City of Blue Ridge
200 S Main St
Blue Ridge, TX 75424

RE: Election of Collin Central Appraisal District Board of Directors

Dear Ms. Sims:

In accordance with the Texas Property Tax Code, the Appraisal District's five directors are to be elected by the taxing units that participate in the Appraisal District. Each taxing unit may nominate one to five board candidates. The District's Board of Directors serve two-year terms, with the next term beginning January 1, 2020.

Step 1: Nominations

A taxing unit's nominations must be made in an open meeting and a written resolution from the presiding officer of your governing body must be submitted to the Chief Appraiser by October 14, 2019. The resolution should include the name and address of each candidate nominated. To be eligible to serve on the board, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date they take office.

Step 2: Allocation of Votes

In late September, each taxing unit will be sent a letter that provides their number of votes. In accordance with the Tax Code, there are 5,000 total votes to be distributed based on tax levy. Each taxing unit's vote allocation is based on their tax levy compared to the grand total levy for all taxing units. Example: If a taxing unit's tax levy calculates to be 10% of the grand total levy for all taxing units, the taxing unit would be allocated 500 votes.

Step 3: Delivery of Ballots

In late October, after the nominating process ends, I will send each voting entity, with at least one vote to cast, an official ballot with voting instructions.

Step 4: Taxing Units Cast Their Votes

The governing body of each taxing unit entitled to vote shall determine its vote by resolution. A copy of the written resolution, adopted in an open meeting of the taxing unit, must be submitted to the Chief Appraiser by December 14, 2019.

Step 5: Election Results

I will count the votes and submit the results of the election to each taxing unit, and all candidates, by December 30, 2019.

Notes:

The October 14th and December 14th deadlines are by the end of the calendar day.

Nominations, outlined in Step 1 above, can be submitted any time prior to the October 14, 2019 nominating deadline.

Voting and submission of votes, outlined in Step 4 above, must be after I deliver the ballots to the taxing units in late October and by the December 14th deadline.

The process for electing the District's Board of Directors is outlined in the Texas Property Tax Code, § 6.03.

Sincerely,



Bo Daffin
Chief Appraiser

MASTER SERVICES AGREEMENT
Miscellaneous Professional Engineering Services

This agreement for Professional Consulting Services (the "Agreement"), made effective as of the date executed, is made between **EST, Inc.**, a Texas corporation, (hereinafter referred to as "CONSULTANT") whose mailing address is 3522 Sam Rayburn Hwy, Melissa, Texas 75454, and the **City of Blue Ridge, Texas**, a municipal corporation, (hereinafter referred to as "OWNER"), whose mailing address is 200 S. Main, Blue Ridge, Texas 75424.

Recitals:

WHEREAS, OWNER desires to engage the services of CONSULTANT as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, CONSULTANT desires to render miscellaneous professional engineering and related services for OWNER on an indefinite delivery, indefinite quantity ("IDIQ") basis and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

Article 1
Scope of Services

- 1.1 In consideration of the mutual covenants contained herein, CONSULTANT shall perform Professional Engineering Services to OWNER on an as-needed, Project assignment basis. The specific scope of services, and basis for payment, for each Project assignment shall be determined by OWNER and defined in a Request for Proposal from OWNER TO CONSULTANT.
- 1.2 This Agreement shall also allow CONSULTANT to provide related professional services to OWNER as appropriate including, but not limited to, Land Surveying, Landscape Architecture, Land Planning, and CADD services.
- 1.3 All designs, drawings, specifications, documents, and other work products of CONSULTANT, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. Reuse, change, or alteration by the OWNER or by others acting through or on behalf of OWNER of any such instruments of service without the written permission of CONSULTANT will be at OWNER's sole risk. CONSULTANT shall own the final designs, drawings, specifications and documents.

Article 2

Term of Contract

- 2.1 The contract term shall commence on the date of execution by OWNER and shall extend for a period of five (5) years thereafter.
- 2.2 The contract term may be extended by mutual agreement of the parties.

Article 3

Compensation and Method of Payment

- 3.1 CONSULTANT will submit a written fee proposal to OWNER for each Project prior to starting work.
- 3.2 For each Project, OWNER shall compensate CONSULTANT for services on either (a) Time & Expense basis with a Not-to-Exceed Total Fee, or (b) on a Lump Sum basis, as directed by OWNER.
- 3.3 The unit prices to be used for Time & Expense basis shall be set forth in Exhibit "A", attached hereto, and made a part hereof for all purposes.
- 3.4 During the term, or any extension to the term, of this contract, the unit prices contained in Exhibit "A" shall remain the same unless revised per mutual agreement of the parties.
- 3.5 Unless otherwise provided herein, payment to CONSULTANT shall be monthly based on CONSULTANT's monthly invoice that shows the total amount of fees earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to OWNER.
- 3.6 Payment shall be made by OWNER within 30 days after receipt of the invoice.
- 3.7 OWNER shall provide written notification to CONSULTANT within 15 days of receipt of the invoice should OWNER object to all or any part of charges appearing on the invoice. The portion of the invoice that is not in dispute shall be paid by OWNER within 30 days of receipt of said invoice.

Article 4

Personnel and Equipment

- 4.1 To the extent reasonably necessary for CONSULTANT to perform the services under this Agreement, CONSULTANT shall be authorized to engage the services of any subcontractors, agents, assistants, persons, or corporations that CONSULTANT may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be included in the compensation to CONSULTANT as described in Article 2.
- 4.2 CONSULTANT shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.
- 4.3 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability.

Article 5

Delays and Termination

- 5.1 OWNER or CONSULTANT may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, the CONSULTANT shall be entitled to compensation for any services completed to the reasonable satisfaction of OWNER in accordance with this Agreement prior to such termination.
- 5.2 If OWNER suspends the Project, CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of CONSULTANT's services. CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.
- 5.3 OWNER's failure to make payment to CONSULTANT in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by CONSULTANT.

Article 6

Right of Entry

- 6.1 OWNER shall provide for CONSULTANT's right to enter from time to time, property owned by OWNER and/or others, the entry upon which is necessary for CONSULTANT to fulfill the scope of services included hereunder.
- 6.2 Should the project property not be owned by OWNER, OWNER shall obtain and provide written right of entry from the property owner(s) unless otherwise stated in Exhibit "A".

Article 7

Information Provided by Others

- 7.1 CONSULTANT shall indicate to OWNER the information needed for rendering of services hereunder, and OWNER shall provide to CONSULTANT such information as is available to OWNER. OWNER recognizes it is impossible for CONSULTANT to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions, which may have occurred in assembling the information. OWNER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
- 7.2 Subject to the standard of care set forth here within, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Article 8
Construction Activities

- 8.1 OWNER agrees that CONSULTANT shall not have any control over, nor shall it be responsible for, job site safety or for construction means, methods, sequence, techniques and procedures necessary for performing, superintending and/or coordination of all construction activities as such responsibilities are the sole responsibility of the general contractor or OWNER. Accordingly, OWNER warrants that this intent shall be made evident in OWNER's agreement with the general contractor.
- 8.2 CONSULTANT shall have no responsibility for discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Article 9
Jurisdiction and Applicable Law

- 9.1 This Agreement is to be governed by the laws of the State of Texas.
- 9.2 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, CONSULTANT is required to inform OWNER that land surveying services in the State of Texas are under the jurisdiction of the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Bldg. A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263. Complaints regarding surveying services rendered may be addressed to that agency. The firm registration number is TBPLS No. 10008000.

Article 10
Indemnification

- 10.1 **CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST LAWSUITS, CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, DAMAGES, FORFEITURES, PENALTIES, FINES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND EXPENSES, BY WHOMEVER ASSERTED, TO THE EXTENT THE SAME ARE CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTS OF CONSULTANT OR ITS EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE SERVICES IN THIS AGREEMENT.**

Article 11
Conflicts of Interest

- 11.1 CONSULTANT represents that no official or employee of OWNER has any direct or indirect pecuniary interest in this Agreement.

Article 12

Insurance

- 12.1 CONSULTANT shall, during the term hereof, maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONSULTANT's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONSULTANT, its officers and employees, and used in the performance of this Agreement; (3) statutory Worker's Compensation Insurance covering all of CONSULTANT's employees involved in the provision of services under this Agreement; and (4) Professional Liability Insurance covering damages arising out of the negligent acts, errors or omissions.
- 12.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name OWNER, its officers and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability Insurance; (2) provide for at least thirty (30) days prior written notice to the OWNER for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against the OWNER for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- 12.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and be rated at least "A" by AM Best or other equivalent rating service.
- 12.4 A certificate of insurance evidencing the required insurance shall be submitted to the OWNER prior to commencement of services.

Article 13

Assignment

- 13.1 Unless otherwise noted, neither CONSULTANT nor OWNER shall assign this Agreement in whole or in part without the prior written consent of both parties. CONSULTANT shall not subcontract any portion of the work to be performed hereunder, except that CONSULTANT may use the services of persons and entities not in the employ of CONSULTANT when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. CONSULTANT's use of others for additional services shall not be unreasonably restricted by OWNER provided CONSULTANT notifies OWNER in advance.
- 13.2 Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Article 14

Notices

- 14.1 Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed or, if sent by commercial courier service, upon delivery to the address specified in the notice or, if sent by registered or certified mail to the business address identified below, upon the deposit of such notice in a properly addressed and postage paid envelope in the United States Mail.

If intended for OWNER:

City of Blue Ridge
ATTN: Edie Sims
City Secretary
200 S. Main
Blue Ridge, TX 75424
972-752-5791

If intended for CONSULTANT:

EST, Inc.
Kelly Selman
Texas Regional Director
3522 Sam Rayburn Highway
Melissa, Texas 75454
903-815-7330

Article 15

Standard of Care

- 15.1 The standard of care for all professional consulting services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

Article 16

Entire Agreement

- 16.1 The Agreement (including attached schedules) constitutes the sole and entire agreement between CONSULTANT and OWNER. This Agreement replaces and supersedes all prior discussions and agreements between the OWNER and CONSULTANT with respect to the matters contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both OWNER and CONSULTANT.

Article 17

Independent Contractor

- 17.1 It is understood and agreed by and between the parties that CONSULTANT, in satisfying the conditions of this Agreement, is acting independently and that OWNER assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by CONSULTANT pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this agreement.

Article 18 Audits and Records

- 18.1 CONSULTANT agrees that, during the term hereof, OWNER and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of CONSULTANT's records relating to the services provided pursuant to this Agreement for a period of one (1) year following the date of completion of services as determined by OWNER or date of termination if sooner.

Article 19 Miscellaneous Provisions

- 19.1 All waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 19.2 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 19.3 OWNER shall not rely in any way on any document unless it is issued in final form, signed or sealed by CONSULTANT or one of its subconsultants.
- 19.4 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 19.5 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Unit Price Schedule

Executed in two (2) counterparts, each of which is deemed to be an original and as of the day and date first written in this Contract.

EXECUTED the ____ day of _____, 2019.

OWNER:
City of Blue Ridge, Texas

CONSULTANT:
EST, Inc.

By: _____
Rhonda Williams, Mayor

By: _____
Kelly Selman, Texas Regional Manager

Attest:
City Secretary

Attest: _____

APPROVED AS TO FORM:

City Attorney

**EXHIBIT "A"**

Fees for Services Performed under this Master Services Agreement (MSA) will be billed as follows:

All services performed under this Master Services Agreement will be provided through written Work Orders approved by the City of Blue Ridge. Fees presented below based on construction values for capital projects are valid only if all work described in an individual Work Order are conducted wholly by Consultant. Should any part of the work be removed from Consultant's scope of services, fees shall be re-negotiated.

For capital projects with construction values over \$300,000 fees will be determined as follows:

Service	Initial \$300,000		Next \$700,000		Next \$4,000,000		All over \$5,000,000
Basic Engineering Services and topographic surveying	13%	plus	12%	plus	10.8%	plus	9%
Procurement	3%	plus	1.5%	plus	1.35%	Plus	1%
Construction Management	8%	plus	6%	plus	5.6%	plus	5%

Fees will be billed prior to construction contract award based on estimated construction contract values established in an approved Work Order. All fees will be adjusted based on actual construction contract values upon execution of construction contracts if construction contracts are awarded within 6 months of completion of design. If construction contracts are not awarded within 6 months of completion of design, engineering and surveying fees will be billed based on final engineering estimates, including contingencies.

Additional services outside the scope of basic engineering and surveying that may be necessary for capital projects such as right of way and easement acquisition support, boundary surveying work, specialty engineering services, services for construction contract change orders, alignment studies, traffic impact studies, design modifications resulting from value engineering, etc., and projects with construction values under \$300,000 and on-call professional services will be billed on a time and materials basis at the rates listed below in Exhibit A or as otherwise approved within individual Work Orders. Fees for services not included in the rate tables below will be defined within individual Work Orders approved by the Owner.



General Engineering Services

Personnel	Unit	Price
Senior Municipal Support Engineer	Per Hour	\$135.00
Junior Engineer	Per Hour	\$110.00
Engineering Assistant	Per Hour	\$85.00
CADD Specialist	Per Hour	\$60.00
Administration	Per Hour	\$68.00
Mileage** Portal to portal	Per Mile	Federal Rate



Engineering Design Services

Personnel	Unit	Price
Senior Municipal Support Engineer	Per Hour	\$135.00
Project Director	Per Hour	\$225.00
Project Manager	Per Hour	\$180.00
Design Engineer II	Per Hour	\$135.00
Design Engineer I	Per Hour	\$104.00
Junior Engineer	Per Hour	\$110.00
Engineering Assistant	Per Hour	\$85.00
Design Specialist II	Per Hour	\$90.00
Design Specialist I	Per Hour	\$77.00
CADD Specialist	Per Hour	\$60.00
Administration	Per Hour	\$68.00
Mileage ** Portal to portal	Per Mile	Federal Rate



Construction Management Services

Personnel	Unit	Price
Senior Municipal Support Engineer	Per Hour	\$135.00
Project Director	Per Hour	\$225.00
Project Manager	Per Hour	\$160.00
Junior Engineer	Per Hour	\$110.00
Engineering Assistant	Per Hour	\$85.00
Construction Inspector III	Per Hour	\$85.00
Construction Inspector II	Per Hour	\$68.00
Construction Inspector I	Per Hour	\$50.00
Auditor	Per Hour	\$85.00
Administration	Per Hour	\$68.00
Mileage ** Portal to portal	Per Mile	Federal Rate



Materials Testing Services

Personnel	Unit	Price
Senior Municipal Support Engineer	Per Hour	\$135.00
Project Manager/Engineer	Per Hour	\$160.00
Lab Manager	Per Hour	\$115.00
Lab Specialist	Per Hour	\$68.00
Lab Technician	Per Hour	\$55.00
Field Technician	Per Hour	\$55.00
Administration	Per Hour	\$68.00
Mileage** Portal to portal	Per Mile	Federal Rate



Environmental Services

Personnel	Unit	Price
Senior Municipal Support Engineer	Per Hour	\$135.00
Project Director	Per Hour	225.00
Project Manager	Per Hour	\$180.00
Environmental Specialist III	Per Hour	\$135.00
Environmental Specialist II	Per Hour	\$110.00
Environmental Specialist I	Per Hour	\$95.00
Administration	Per Hour	\$68.00
Mileage** Portal to portal	Per Mile	Federal Rate
Equipment	Per Day	Project Specific Quote



Surveying Services

Personnel	Unit	Price
Senior Municipal Support Engineer	Per Hour	\$135.00
Project Director	Per Hour	\$185.00
Professional Land Surveyor	Per Hour	\$135.00
Survey Crew (1-Person) and Equipment	Per Hour	\$150.00
Survey Crew (2-Persons) and Equipment	Per Hour	\$200.00
Survey Crew (3 Persons) and Equipment	Per Hour	\$225.00
Survey Technician	Per Hour	\$85.00
Administration	Per Hour	\$75.00
Mileage** Portal to portal	Per Mile	Federal Rate



Asphalt Testing Cost Breakdown

Method	Asphalt Test	Price
AASHTO T30, TEX 200-F	Sieve Analysis of Extracted Aggregate	\$50
TEX 115	Nuclear Densities-Per Hour -- 2 Hour Minimum	\$55
TEX 207-F, TEX 227-F, TEX 204-F	Lab Molded Density, VMA and Rice Specific Gravity	\$175
	Lab Molded Density, VMA & Rice Specific Gravity Superpave	\$195
Mix Designs	Hveem Mix Design	\$2,500
	Superpave Mix Design	\$4,000
	Stone Matrix Asphalt (SMA) Mix Design	Upon Request
	Marshall Mix Design	\$2,500
AASHTOT283	Modified Lotman Retained Strength	\$450
	Modified Lotman Retained Strength - Superpave	\$475
TEX236-F	Ignition Oven Calibration Factor	\$350
TEX246-F	Permeability	\$350
TEX207-F	Running Density on Roadway Cores (set of 3)	\$50
TEX207-F	Corelok™ ADD (set of 3)	\$150
AASHTOT168	Cutting Core Samples up to 8" in Depth-Equip only (per core)	\$50
	Additional over 8" per core Sample -Equipment Only (per inch)	\$10
AASHTOT148	Determining Asphalt core thickness only	\$25
	Preparing, cleaning and measuring- 9 point	\$25
	Patching Core Hole, If Required (Per Hole)	\$25
AASHTO T176/ASTMD2419	Sand Equivalent Value of Soils and Fine Aggregate	\$85
TEX236-F	AC-Content	\$105
TEX207-F	Asphalt Rolling Pattern-Nuclear Density (Per Hour)	\$65
	Report and Review (Per Test)	\$20



Concrete Testing Cost Breakdown

Method	Concrete Test	Price
ASTM C31/AASHTO T23	Making and Curing Concrete Test Specimens in the Field. Includes Air, Slump, Temperature (Set of 4 Cylinders)	\$65
ASTM C31/AASHTO T23	Making and Curing Concrete Test Specimens in the field. Includes Air, Slump, Temperature (set of 3 Cylinders)	\$51
ASTM C39/AASHTO T22	Compressive Strength of Cylindrical Concrete Specimens. Curing and Disposing (Per Cylinder)	\$22
AASHTOT23	Making and curing Concrete Test Specimens Beams in the Field (per Beam)	\$45
ASTM C78/AASHTO T97	Test for Flexural Strength of Concrete Using Simple Beam w/Third Point Loading-Includes Curing and Disposal (per Beam)	\$45
ASTM C138/AASHTO T121	Test for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete	\$40
ASTMC174	Measured Length of Drilled Concrete Cores – 9 Point Method (Per Core)	\$50
ASTMC192	Concrete Mix Design including Trial Batching (Set of 6 Cylinders)	\$800
AASHTOT24	Cutting Core Samples up to 8" in Depth-(Per Core)	\$50
	Additional Depth over 8" per Core Sample-(Per Inch)	\$10
AASHTOT231	Capping Cylindrical Concrete Specimens-Sulphur (Per Cylinder)	\$30
AASHTOT152	Air Content Only	\$45
AASHTOT119	Slump Only	\$30
ASTMC10129	Sampling and Testing Grout (Set of 4)	\$160
ASTMC109	Compressive Strength of Mortar Cubes (set of 3)	\$153
ASTMC1567	Alkali-Silica Reactivity of Combinations of Cementous Materials and Aggregates (ASR)	\$1480
ASTMC1260	Potential Alkali Reactivity of Aggregates (Mortar Bar Method)	\$Upon Request
ASTMC579	Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfaces, and Polymer Concretes (Set of 3)	\$153
ASTMC531	Linear Shrinkage and Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts, Monolithic Surfaces, and Polymer Concretes (set of 4 Bars)	\$1300
ACI Field Technician	Certified Technician Time – Testing and Sampling Concrete (Per Hour)	\$55
	Report and Review (Per Test)	\$20



Soil Testing Cost Breakdown

Method	Soil Test	Price
ASTMD698/AASHTO T99	Standard Proctor Soils	\$200
ASTMD2922/AASHTO T310	Density of Soil and Soil Aggregates by Nuclear Method Per Hour (2-hour min)	\$55
ASTMD1557/AASHTO T180	Modified Proctor of Soils	\$250
ASTMC977	Quicklime and Hydrated Lime for Soil Stabilization pH Testing	\$160
ASTMD6276	Using pH to Estimate the Soil-Lime Proportion Requirement for Soil Stabilization	\$160
ASTM 1883	California Bearing Ratio – including Reports (per point)	\$205
AASHTO T193	California Bearing Ratio – includes Proctor, CBR Compaction And Report	\$345
ASTMD4318	Atterberg Limits – Determine Liquid, Plastic Limits, and Plasticity Index	\$65
ASTMD4609	Unconfined Compressive Strengths of Soils using a Harvard Miniature Compactor (Per Percentage of Modified or Unmodified Soils)	\$420
ASTMD422	Particle Analysis-Sieve Test of Soils (Excluding Hydrometer)	\$70
	Hydrometer Analysis	\$265
ASTMD4829	Expansion Index with Atterberg Limits and -#200	\$245
UBC 18-2	Expansion Index	\$195
ASTMD1556	Density of Soil (In-Place by the Sand-Cone Method)	\$75
TEX 145E	Determining Soluble Sulfate Content in Soil	\$50
	Review and Report(Per Test)	\$20



Aggregate Testing Cost Breakdown

Method	Aggregate Test	Price
ASTM D698/AASHTO T99	Standard Proctor Soils – Aggregate Base	\$200
ASTM C136/AASHTO T27	Sieve Analysis of Fine and Course Aggregates	\$100
ASTMC566	Total Evaporable Moisture Content of Aggregates by Drying	\$21
ASTMD4791	Test Method for Flat or Elongated Particles in Coarse Aggregate	\$60
ASTM C131/AASHTO T96	Resistance to Degradation by LA abrasion	\$250
ASTMD3744/AASHTO T210	Durability Index-Does not Include Sieve Analysis	\$135
ASTM C128/AASHTO T84/TEX 403	Specific Gravity and Absorption of Fine Aggregate	\$65
ASTM C127/AASHTO T85	Specific Gravity and Absorption of Course Aggregate	\$55
ASTM C88/AASHTO T104	Sodium or Magnesium Sulfate Soundness of Aggregates, Course or Fine – 5 Cycles (Per Size Fraction Greater than 5%)	\$340
ASTM C29/AASHTO T19	Unit Weight Dry Rodded	\$50
AASHTOT180	Proctor -Modified Effort 10- lb. Rammer 18 in Drop for Aggregate Base	\$250
AASHTOT99	Proctor-Standard Effort 5.5 lb. Rammer 12 in. Drop for Aggregate Base	\$200
ASTMC142	Clay Lumps and Friable Particles in Aggregate	\$80
ASTMD2419/AASHTO T176	Sand Equivalent Value of Soils and Fine Aggregate	\$85
ASTMC40	Organic Impurities in Fine Aggregate (Per Sample)	\$65
TEX 116-E	Wet Ball	\$225
TEX 612-J	Acid Insolubility	\$175
ASTMC142	Clay Lumps and Friable Particles (Per Sample)	\$80
ASTMC123	Lightweight Particles in Aggregate	Varies- Call for Pricing
	Report and Review (Per Test)	\$20



Geotechnical Services

Test	Method	Price
Geotechnical Drilling (Soil and Rock)	Soil Per Foot (0-50 feet, continuous 1-10' intermittent thereafter)	\$12
	Soft Shale and Rock Per Foot	\$18
	Coring Soft Shale, Per Foot	\$33
	Hard Rock Per Foot	\$35
	In Place Shoulder Sampling Per Foot	\$26
	Pedological Sampling	\$46
Standard Penetration Test	Each Test	\$20
Dynamic Cone Penetration Test	Texas Cone Penetrometer	\$35
Dynamic Cone Penetrometer	Each Test	\$20
Thin Walled Tube Sampling	Each Sample	\$25
Mechanical and Electrical Friction Cone and Piezocone, Penetration Testing of Soils	Per Foot	\$12
	Dissipation Per Hour	\$200
Monitoring Well	Per Foot	\$60
Hole Abandonment	Per Foot	\$7
Traffic Control	Per Day	Project Specific Quote
Mobilization of Equipment	Per Mile	\$6
Engineering (Per Hour)	Slope Stability Analysis	\$150
	Settlement Analysis	\$150
	Retaining Wall Analysis	\$150
	Bearing Capacity Analysis	\$150
	End Bearing and Friction Pile Analysis	\$150
	End Bearing and Friction Drilled Shaft Analysis	\$150
	Seismic Analysis Report	\$150
	Preparation	\$150
	Miscellaneous Analysis	\$150
Percent Swell and Swell Pressure Test		\$270

Geotechnical Breakdown

Method		Price
Soil Classification (Gradation and PI)		\$120
Moisture Content		\$6
ASTMD854	Specific Gravity	\$65
AASHTO T100	Specific Gravity	\$60
Chunk Density		\$75
pH Test		\$50
Hydrometer		\$150
Double Hydrometer		\$300
Pinhole Test		\$200
Electrical Resistivity Per Test		\$90
Resistivity Per Test		\$90
Soluble Sulfate Testing		\$50
Unconfined Compression Test	Soil and Rock	\$70
	Rock with Strain Measurement	\$230
Point Load Test		\$75
Moisture Density Test-AASHTO T99	Method A	\$200
	Method B	\$200
	Method C	\$200
	Method D	\$200
Moisture Density Test-AASHTO T180	Method A	\$250
	Method B	
	Method C	
	Method D	
Moisture Density Test-ASTMD698	Method A	\$200
	Method B	\$200
	Method C	\$200
Moisture Density Test-ASTMD1557	Method A	\$250
	Method B	\$250
	Method C	\$250
One-Dimensional Consolidation Test		\$350
Drained Direct Shear Cohesionless Soil	3 Points Minimum	\$450 per point
Triaxial Shear Test	Unconsolidated undrained	\$500
	Consolidated Undrained-Pore Pressure Measurement (multi-stage)	\$1350
Resilient Modulus	Per Sample	\$650
Percent Swell and Pressure Test		\$350