



Gordon County  
Government

Annette Berry <[aberry@gordoncounty.org](mailto:aberry@gordoncounty.org)>

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## Fwd: Gordan Contract

1 message

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Regan Bell <[regan.bell@gordoncounty.org](mailto:regan.bell@gordoncounty.org)>

Mon, Dec 13, 2021 at 11:30 AM

To: Annette Berry <[aberry@gordoncounty.org](mailto:aberry@gordoncounty.org)>

Cc: Steve Parris <[sparris@gordoncounty.org](mailto:sparris@gordoncounty.org)>, James Ledbetter <[jledbetter@gordoncounty.org](mailto:jledbetter@gordoncounty.org)>

Hi Annette,

Please add the contract for On-Demand Engineering Services to the agenda for 12/21. This RFP was previously awarded in September, and this is the proposed contract from EXP that needs to be signed.

Thank you!

Regan Bell  
Purchasing Director  
Gordon County Government  
706-879-2198 **Office**  
706-263-4321 **Cell**  
706-602-9877 **Fax**

----- Forwarded message -----

From: **DeWayne Comer** <[DeWayne.Comer@exp.com](mailto:DeWayne.Comer@exp.com)>  
Date: Wed, Dec 8, 2021 at 3:13 PM  
Subject: Gordan Contract  
To: Steve Parris <[sparris@gordoncounty.org](mailto:sparris@gordoncounty.org)>  
Cc: David McFarlin <[David.McFarlin@exp.com](mailto:David.McFarlin@exp.com)>

Steve, please review the attached contract and let us know if you need anything added.

If you are good with it please have it signed and returned to me.

Thanks,



### DeWayne Comer

EXP | Senior Transportation Project Manager  
m : +1.706.676.2577 | e : [dewayne.comer@exp.com](mailto:dewayne.comer@exp.com)  
512 Riverside Parkway  
Suite 605  
Rome, GA 30161  
USA

*exp.com | legal disclaimer*

*keep it green, read from the screen*

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**Sincerely,**

**Steve Parris**  
**Director of Public Works**

**Office: 706-629-2785**

**Fax: 706-629-9976**

**Gordon County Government**  
**116 Public Safety Dr. Calhoun, Ga 30701**



**Gordan County Contract dnm.pdf**

143K

## **CONSULTANT MASTER SERVICES AGREEMENT**

**THIS AGREEMENT** ("Agreement"), effective \_\_\_\_\_, is made between the Gordan County, Georgia, incorporated pursuant to the laws of the State of Georgia with an office at the Gordan County Administration Building at 201 North Wall Street Calhoun, GA 30701 ("Owner") and **exp** U.S. Services Inc., incorporated pursuant to the laws of Delaware with an office in 512 Riverside Parkway, Suite 605, Rome, GA 30161 ("exp").

**WHEREAS** Owner wishes to retain the Consultant to provide Engineering, Planning and Design consulting services on a On Call Bases described herein and the Consultant wishes to provide the services to the Owner, on the terms and subject to the conditions set out in this Agreement.

**NOW THEREFORE**, in consideration of the mutual undertakings and subject to the terms contained in the Agreement, the parties agree as follows:

### **1. SERVICES**

The Owner retains the Consultant under this Master Services Agreement to provide task work order-based planning, design and construction engineering and inspection related services for Owner.

### **2. REMUNERATION**

In consideration of the provision of the Services by the Consultant, the Owner agrees to pay the Consultant the rates in the amount set forth in Schedule A ("Scope and Fees"). Consultant will also provide a task work order for defined projects as they come up.

The Consultant shall submit progress invoices on a monthly basis. The Owner shall notify the Consultant within seven (7) days receipt of the invoice if it disputes any portion of the invoice. The Owner shall pay the undisputed portion of each invoice submitted to it within thirty (30) days of receipt. If the invoice is not paid within thirty (30) days, interest shall accrue on any overdue amounts at a rate of 1% per month, (12%) per year.

### **3. RELATIONSHIP OF THE PARTIES**

In providing the Services, the Consultant shall act as an independent contractor and only to the extent and for the specific purpose described in this Agreement. Neither the Consultant nor any of its directors, officers, employees or agents shall be construed as agents or employees of the Owner.

### **4. PERMITS, UTILITIES AND ACCESS**

The owner shall allow access to all roads that are to be inventoried.

### **5. STANDARD OF CARE**

The Consultant shall perform the Services with a level of skill and care consistent with the procedures, protocols and practices generally accepted in the Consultant's profession for use by practitioners in similar engagements. The Consultant will use commercially reasonable efforts to provide the Services in accordance with all relevant local, provincial and federal laws, regulations, codes, guidelines and standards that are applicable at the time the Consultant provides the Services, and shall not be liable to the Owner for failure to do so unless such noncompliance is due to the negligence or willful misconduct of the Consultant.

Employees or other persons retained by the Consultant to perform the Services will have the necessary skills, training and qualifications to provide the Services in accordance with the provisions of this Agreement.

The Consultant has the power and authority to enter into and carry out all of its obligations under this Agreement.

## **6. CONFIDENTIALITY**

The Consultant shall use reasonable efforts to maintain confidential and secure, all material, information and documentation provided to the Consultant, whether obtained directly or indirectly from the Owner, or belonging to the Owner and in the possession or under the control of the Consultant pursuant to this Agreement. Such confidentiality obligation shall not apply if such material, information or documentation is within the public domain, previously known to the Consultant, obtained from third parties without violating any confidential agreement or required to be produced by the Consultant pursuant to any law or court order. In the event that any material, information or documentation is required by the Consultant as stated above, the Consultant shall promptly give notice to the Owner.

## **7. REPORTS**

The Owner agrees that any use of or reliance upon any report prepared by the Consultant or its subconsultants (collectively "Report") by a third party are the responsibility of the third party. The Consultant accepts no responsibility for any damages that may be suffered by the third party as a result of decisions made or action taken based upon the Report.

The Owner agrees that the Report is prepared for the account and benefit of the Owner and that the material in the Report will reflect the Consultant's best judgment in light of the information made available to it by the Owner at the time of the preparation of the Report.

The Consultant shall not be liable for the consequences of any amendments, revisions, modifications or alterations made by the Owner to the Report without the consent of the Consultant.

## **8. INDEMNIFICATION**

The Consultant shall have no liability for the activities of any contractor, subcontractor, supplier or their respective employees or agents on the Project unless retained by the Consultant.

In no event will either party be liable to the other for such other party's loss of profit and lost revenues or for any special, indirect, incidental or consequential damages arising out of this agreement.

## **9. FORCE MAJEURE**

Notwithstanding any other provision in this Agreement, failure or delay in performance by either party of any term of this Agreement shall be excused to the extent caused by an event beyond such party's reasonable control, provided the party: (i) notifies the other in writing as soon as reasonably possible; (ii) provides reasonable detail of the commencement and nature of such a cause; and (iii) uses its best efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

## **10. INSURANCE**

The Consultant shall maintain the following insurance policies for the duration of the Agreement:

**Professional Liability Insurance** - for errors and omissions in the performance or failure to perform professional services contemplated in this Agreement, in the amount of \$1,000,000 per claim and in the aggregate;

**Commercial General Liability Insurance** – in the amount of \$1,000,000 per occurrence and in the aggregate.

The Owner shall be named as an additional insured on the Commercial General Liability Insurance policy as its interest may appear.

## **11. DISPUTES**

Any dispute arising under this Agreement shall first be resolved by taking the following steps. A successive step shall be taken if the issue is not resolved at the preceding step: (i) by negotiation between the technical and contractual personnel for each party; (ii) by negotiation between executive management of each party; (iii) by mediation; (iv) by arbitration if both parties agree; and (v) through the courts in the jurisdiction where the Project is located.

## **12. TERMINATION**

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time, in whole or in part, by providing written notice of termination to the other party. Except as otherwise mutually agreed by the Owner and the Consultant, termination shall be effective immediately on notice being received if termination is made by one party where the other party is in material breach of its obligations in this Agreement and otherwise thirty (30) days from receipt of the notice. The Owner shall compensate the Consultant for work properly performed (including demobilization) and reasonable expenditures incurred in connection with this Agreement up to and including the date of any such termination.

## **13. NOTICES**

Any notice or other communication required to be given under the Agreement shall be in writing and delivered by courier, fax, email or registered mail, addressed as follows:

If to Owner:

**Gordan County, Georgia**  
Gordan County Administration Building  
201 North Wall Street Calhoun, GA 30701  
**Attention:** Jim Ledbetter, County Administrator

If to Consultant:

**Exp US Services Inc.**  
512 Riverside Parkway  
Suite 605  
Rome, GA 30161  
**Attention:** Mr. David McFarlin, Vice President

If delivered by courier, fax or email, any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day, on the next following business day). If mailed, any such notice or other communication shall be deemed to have been given and received on the third business day following the date of mailing; provided, however,

that if at the time of mailing or within three business days thereafter a labour dispute or other event occurs, which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication made under this Agreement shall be delivered or transmitted by fax as provided in this section.

A party to this Agreement may change its address for the purpose of this Section by giving the other party notice of such change of address in the manner provided in this Section.

**14. MISCELLANEOUS**

Neither party shall assign its interest in this Agreement without the written consent of the other.

No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

This Agreement includes the attached Schedules A and B embodies the entire agreement with regard to the Services. This Agreement supersedes any understanding or agreement related to this project, collateral, oral or otherwise, existing between the parties at the date of execution.

All paragraphs, terms and conditions of this Agreement are severable, and the invalidity, illegality, or unenforceability of any such paragraph, term or condition shall be deemed not to affect the validity, enforceability or legality of the remaining paragraphs, terms and conditions.

No additions, deletions or modifications to the provisions of this Agreement shall be effective unless agreed to in writing by both parties.

The headings preceding the provisions of this Agreement have been inserted for convenient reference only and shall not be deemed to affect the construction or interpretation of this Agreement.

All representations, warranties and covenants of the Consultant and the Owner, shall survive indefinitely the termination of this Agreement.

If there is any inconsistency between this Agreement and any Schedule to this Agreement, this Agreement shall govern.

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Project is located.

**IN WITNESS WHEREOF** the parties have executed this Agreement.

**Gordan County, Georgia**

By: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the county

**exp US Services Inc.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the corporation

## **SCHEDULE A**

### **Scope and Fees**

EXP US Services Inc. will provide task order-based services on an hourly basis at rates listed in Schedule B. On specific task order assignments, EXP will prepare specific task order scopes and will bill the Client based on the rates provided in Schedule B.

**SCHEDULE B**

**Additional Services**

If additional services are required that are in addition to the scope of services, they will be billed on an hourly basis. The following rates will be used depending on the personnel classification during regular working hours. Overtime rates for some classifications will be charged at time and a half. These rates will be applicable through December 31, 2022. The rates will have a 5% escalation per subsequent 12-month period(s). will be modified beginning January 1, 2023. All invoices for time billed after December 31, 2022 will reflect 2023 rates.

**EXP's Rates**

<b>Position</b>	<b>Rate</b>
Project Principal .....	\$290.00
Project Manager .....	\$265.00
Senior Engineer .....	\$195.00
Engineer 2 .....	\$160.00
Engineer 1 .....	\$120.00
Structural Project Manager .....	\$245.00
Senior Structural Engineer 2 .....	\$180.00
Structural Engineer 1 .....	\$150.00
Technician .....	\$120.00
Technician Aide .....	\$90.00
CEI Project Manager .....	\$150.00
CEI Contract Support Specialist .....	\$88.00
CEI Senior Inspector .....	\$90.00
CEI Inspector 2 .....	\$87.00
CEI Inspector 1 .....	\$85.00
CEI Inspector Aide .....	\$75.00
Administrative Assistant .....	\$50.00
Environmental Director .....	\$283.25
Environmental Manager .....	\$190.00
Environmental Specialist 1 .....	\$85.00
Environmental Specialist 2 .....	\$101.00
Environmental Specialist 3 .....	\$130.00
Hydraulic/Drainage Project Manager .....	\$265.00
GIS Administrator Lead .....	\$140.00
GIS Administrator/Developer 1 .....	\$109.00
GIS Administrator/Developer 2 .....	\$124.00
GIS Administrator/Developer 3 .....	\$130.00
GIS Analyst/Technician 1 .....	\$95.00
GIS Analyst/Technician 2 .....	\$112.00
GIS Analyst/Technician 3 .....	\$120.00

Mileage will be billed based on standard IRS rates.  
Traffic Counter/Video Monitor \$10.00/day

**Edwards Pitman Environmental, Inc. Rates**

<b>Position</b>	<b>Rate</b>
Chief Ecologist/Historian/Archaeologist .....	\$155.00
Senior Ecologist/Historian/Archaeologist .....	\$121.50
Project Ecologist/Historian/Archaeologist .....	\$82.00
GIS/Graphics Specialist .....	\$87.35



## Nova Engineering Rates

### ENGINEERING AND TECHNICIAN SERVICES:

Position	Rate
Principal Engineer .....	\$ 305.00
Senior Engineer/Professional .....	\$ 230.00
Project Engineer/Manager .....	\$ 115.00
Senior CEI Inspector .....	\$ 95.00
CEI Inspector .....	\$ 90.00
CEI Inspector Aide .....	\$ 80.00
Roadway Testing Technician .....	\$ 75.00
CWI/ASNT Level II Structural Steel Inspector ....	\$ 100.00
Engineering Technician.....	\$ 70.00
Administrative Support .....	\$ 65.00

### II. LABORATORY SERVICES:

#### A. Concrete/Aggregate/Mortar:

1. Concrete cylinder curing, preparation and compressive strength testing, each.....\$ 15.00
2. Grout prism curing, preparation and compressive strength testing, each .....\$ 17.00
3. Mortar cube curing, preparation and compressive strength testing, each .....\$ 15.00

#### B. Soils:

1. Moisture Content, each ..... \$ 10.00
2. Standard Proctor, each ..... \$ 115.00
3. Modified Proctor, each ..... \$ 120.00
4. Standard Proctor (GAB), each ..... \$ 135.00
5. Modified Proctor (GAB), each ..... \$ 145.00

#### C. Asphalt:

1. Extraction/Gradation Test, each ..... \$ 135.00
2. Marshall Stability, and density, each..... \$ 135.00
3. Core Thickness and Density, each ..... \$ 45.00
4. Asphalt coring, per inch drilled per inch diameter\* .....\$ 1.75\*

\* A minimum charge per visit of \$250.00.

### MISCELLANEOUS SERVICES

- A. Vehicle Transportation, per mile (within 50 miles of NOVA Office) ..... \$ 0.85
- B. Vehicle Transportation, per trip (greater than 50 miles of Atlanta) ..... QOR
- C. Expenses for special subcontractors, equipment, supplies, permits, or other items not customarily provided by NOVA will be charged at cost plus 15%.

1. These hourly rates are portal-to-portal. Normal working hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. Overtime rates will be applicable for inspector and technician services provided outside normal working hours, over 8 hours per day and on Saturdays, Sundays and holidays at 1.5 times the standard hourly rate.

2. Pricing for other services and tests are available upon request.

3. These rates are effective through project completion.

### Infrastructure Consulting & Engineering Rates (ICE)

<b>Position</b>	<b>Hourly Rate</b>
Project Manager .....	\$291.00
Senior Roadway Engineer .....	\$220.00
Roadway Engineer .....	\$177.00
Roadway Technician .....	\$148.00
Senior Bridge Engineer .....	\$220.00
Bridge Engineer .....	\$177.00
Bridge Technician .....	\$149.00
CADD Technician .....	\$121.00
Clerical .....	\$91.00
Senior Drainage Engineer .....	\$234.00
Drainage Engineer .....	\$177.00
CEI Project Engineer .....	\$193.41
CEI Senior Inspector .....	\$135.33
CEI Inspector Level II .....	\$108.93
CEI Inspector Level I .....	\$90.45
CEI Inspector Aide .....	\$77.25
CEI ATMS/Signal Inspector .....	\$101.01
CEI Document Controller .....	\$101.01

### Corporate Environmental Risk Management Rates (CERM)

<b>Position</b>	<b>Rate</b>
H&H .....	\$163.00
Senior Geotechnical Engineer .....	\$243.00
Geotechnical Engineer .....	\$139.00
General Engineering .....	\$188.00
Project Management .....	\$158.00
Senior Environmental and Permitting Services....	\$121.00
Environmental and Permitting Services .....	\$73.00
CEI Project Manager .....	\$108.00
CEI Inspector .....	\$60.00
Survey PLS .....	\$176.00
Survey Technician .....	\$131.00
Survey Crew Chief .....	\$113.00
Survey Instrument Man .....	\$90.00
Survey 2-man Crew .....	\$153.00
Survey 3-man Crew .....	\$204.00

### Neel-Schaffer Rates

<b>Position</b>	<b>Rate</b>
Officer, Senior or Engineer Manager/Professional IV/Survey Manager .....	\$210.00
Senior Project Manager/Professional III .....	\$190.00
Project Manager/Professional II .....	\$155.00
Professional I .....	\$140.00
Professional Intern .....	\$120.00
Senior Certified Engineering Technician.....	\$155.00
Certified Engineering Technician/Supervisory Technician .....	\$135.00
Technician IV/ Inspector IV/ Surveyor IV .....	\$120.00
Technician III/Inspector III//Survey Crew Chief....	\$110.00
Technician II/Inspector II/Survey Instrument Person	\$95.00
Technician I/Inspector I/Survey Assistant .....	\$85.00
Student Intern.....	\$50.00
Senior Administrative .....	\$85.00
Senior Clerical .....	\$80.00
Clerical .....	\$70.00
Assistant Clerical.....	\$55.00

Mileage will be billed based on standard IRS rates.  
 Traffic Counter/Video Monitor \$10.00/day