



Schedule of Consulting Fees

The following schedule of fees, terms, and conditions are for engineering consulting and expert services provided on an hourly basis by Applied Research Associates, Inc. (ARA). All rates are given in US currency and are updated annually on January 1.

SECTION 1 – PRICING SCHEDULE

LABOR PRICING

Reimbursement for professional, technical, and administrative staff will be made at the individual's direct hourly rate times a multiplier of 3.0. Reimbursement for expert professional staff for deposition and court appearance will be made at the individual's direct hourly rate times a multiplier of 5.5. Typical direct hourly rates by job classification are provided in Attachment A.

OTHER DIRECT COSTS

Travel Expenses

Travel costs are direct project expenses for meals, incidentals, motels, airfare, mileage, rental car, parking, and other travel costs. While ARA employees attempt to travel under US government guidelines, travel and per diem expense rates for non-government projects are not regularly available. Travel and per diem expenses are not limited to government per diem.

ARA Equipment & Specialty Software

ARA owns and operates pavement testing equipment including but not limited to FWD, HWD, GPR, MIT Scan-II, Pavement Coring, Profile, Geo-referenced Digital Images, and software/systems such as Pavement ME Design, RoadCare, PaVision®, vRWIS, etc. A schedule of prices for selected items is included in Attachment A, and additional items may be available upon request. These rates do not include engineering time, operator time, travel, or per diem costs during mobilization or field testing. Field testing equipment use is considered a direct project expense.

Other Direct Expenses

All direct job expenses will be charged at cost.

PURCHASES & SUBCONTRACTS

Charges for purchases, subconsultants, and subcontractors will be at invoice plus 15 percent.

SECTION 2 – TERMS & CONDITIONS

Applied Research Associates, Inc. (ARA) agrees to perform the specified work with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances. The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly.

1. INDEPENDENT CONTRACTOR

ARA will act as an independent contractor and not as Client's agent for any purpose and will have no authority to make any commitments on behalf of Client or to bind Client in any way whatsoever.

2. PROJECT SUPERVISION AND ASSIGNMENT

ARA shall have wide discretion in the methods used to perform any assigned tasks unless specified otherwise. ARA will cooperate with the Client to the extent possible to arrange for consultations between the Client, ARA personnel, and others engaged in rendering services to the Client related to ARA's performance under this agreement. ARA agrees that no tasks shall be performed or expenses incurred without specific authorization of the Client.

3. OWNERSHIP OF DOCUMENTS

All data, information, software, hardware, and documents produced by ARA under this agreement shall remain the property of ARA and may not be used by the Client for any endeavor outside of the scope of this agreement without the written consent of ARA, unless otherwise noted in this agreement.

4. ACCESS TO PROJECT SITE

If required for the performance of this effort, ARA will be granted timely access to the project site as needed. If traffic control or protection is required, it shall be provided by the Client or specific provisions will be made for ARA to provide traffic control or protection at an additional cost to the Client. ARA will take precautions to minimize damage when performing its work, but ARA is not responsible for any items destroyed as a necessary part of the work.

5. PAYMENT

ARA will invoice monthly and at the completion of the project, with payment due net 30 days. Interest will be charged on amounts outstanding for more than 30 days. The interest rate will be 1½ percent per month, compounded until paid. In the event of late payment, the Client agrees to pay all collection costs, legal expenses and attorneys' fees incurred by ARA in collecting payment, including interest. In the event that some portion of the invoice is disputed, payment for the undisputed portion of the invoice will be made within 30 days. If the Parties are unable to reach agreement regarding the disposition of the disputed portions of the invoice within 21 days, the matter will be resolved according to the Dispute Resolution clause of this agreement.

6. HIDDEN CONDITIONS OR HAZARDOUS MATERIALS:

If ARA has reason to believe that a hidden condition may exist, ARA shall notify the client who shall authorize and pay for all costs associated with the investigation of such condition and if necessary, all costs necessary to correct such condition. If (a) the client fails to authorize such investigation of the correction after due notification, or (b) ARA has no reason to believe that such condition exists, the Client is responsible for all risks associated with this condition, and ARA shall not be responsible for the existing condition nor any resulting damages to persons or property. ARA shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

7. TERMINATION OF SERVICES:

This agreement may be terminated upon 10 days written notice by either party. In the event of termination, the Client shall pay ARA for all services performed to the date of termination, all reimbursable expenses and reasonable termination expenses.

8. CONFIDENTIALITY

Unless required by law or Court order to do so, the Parties shall not disclose Confidential Information to anyone other than receiving Party or its authorized employees, agents or representative on a need-to-know basis authorized in writing by the disclosing Party. For purposes of this Article, "Confidential Information" shall mean (1) data, information, processes, or documents, financial information in any form, tangible or intangible, provided to the receiving Party on behalf of disclosing Party for use in performing the services; (2) information generated by a Party in the course of performing the services of this Agreement that has been designated as confidential. Neither Party shall use such Confidential Information for any other purpose than the performance of Agreement.



Confidential Information does not include information that:

- a. is already known by or generally available to the public at large; or
- b. is already in the possession of the information without confidentiality restrictions; or
- c. becomes known to the receiving Party from a source other than disclosing Party, and not subject to an obligation of confidentiality; or
- d. was already independently developed by the receiving Party.

9. INDEMNIFICATION

Each party (indemnitor) shall indemnify and hold harmless the other party (indemnitee) from and against any and all (including third party) claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of services, to the proportional extent that any such claims, damage, loss or expense is caused by the negligent act or omission and/or liability of the indemnitor, anyone directly or indirectly employed by the indemnitor.

10. CONSEQUENTIAL DAMAGES

Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

11. FORCE MAJEURE

Neither party shall be liable for any failure of or delay in performance of its obligations under this Subcontract to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body, failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, or inability to obtain labor, materials, power, equipment, or transportation (collectively referred to herein as "Force Majeure"). Each party shall use its reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, excluding its principles of conflicts of laws. The United Nations Convention for the International Sale of Goods is expressly excluded from this Agreement, and shall have no force or effect on the parties.

13. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this agreement, or breach thereof, which may be properly submitted to arbitration, shall be settled by arbitration. The substantially prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses and attorney's fees it incurred in connection with any suit or legal or administrative action or appeal with respect to this order or the transaction under it.

14. NO THIRD PARTY RIGHTS

This Agreement shall not create any rights or benefits to parties other than Client and ARA. No third party shall have the right to rely on ARA opinions rendered in connection with the Services without ARA written consent and the third party's agreement to be bound to the same conditions and limitations as Client.

15. COMPLETE AGREEMENT; MODIFICATIONS

This Agreement constitutes the entire Agreement of the parties hereto, and all previous communications between the parties, whether written or oral with reference to the subject matter of this Agreement, are hereby canceled and superseded. No modification of this Agreement shall be binding upon the parties hereto, unless in writing and duly signed by a duly authorized representative of the parties authorized to bind the party to this agreement.

Attachment A – Typical Labor & Commercial Pricing

TYPICAL HOURLY LABOR RATES BY CATEGORY

Labor Category	Average Direct Rate	Commercial Home Office	Commercial Field Office
Principal Subject Matter Expert	\$110.40	\$326.00	\$275.00
Principal Program Director	\$91.40	\$272.00	\$230.00
Principal Technical Professional 2	\$83.80	\$249.00	\$210.00
Principal Technical Professional 1	\$68.80	\$205.00	\$174.00
Senior Technical Professional 2	\$59.30	\$178.00	\$151.00
Senior Technical Professional 1	\$51.00	\$155.00	\$131.00
Staff Technical Professional 2	\$42.60	\$130.00	\$110.00
Staff Technical Professional 1	\$34.20	\$105.00	\$89.00
Junior Technical Professional	\$29.60	\$92.00	\$78.00
Lead Technician	\$41.60	\$127.00	\$108.00
Senior Technician	\$30.60	\$94.00	\$80.00
Staff Technician	\$21.20	\$67.00	\$58.00
Junior Technician/Aide	\$18.80	\$59.00	\$51.00
Senior Operations Manager	\$77.40	\$234.00	\$199.00
Operations Manager	\$52.60	\$158.00	\$133.00
Principal Professional Support	\$46.50	\$141.00	\$120.00
Senior Professional Support	\$38.50	\$118.00	\$101.00
Staff Professional Support	\$31.60	\$97.00	\$83.00
Junior Professional Support	\$27.50	\$86.00	\$74.00
Administrative Support 2	\$22.30	\$70.00	\$60.00
Administrative Support 1	\$20.20	\$65.00	\$55.00

HOURLY LABOR RATES BY PERSONNEL

Name	Job Title	Direct Rate	Commercial Loaded Rate
Dib, Joseph	Senior Civil Engineer 1	\$53.96	\$161.88
Donovan, Phillip	Prin. Civil Engineer 1	\$92.58	\$277.74
Flack, Kenneth	Staff Civil Eng. Tech. 2	\$27.75	\$83.25
Juarez-Garcia, Jose	Senior Civil Eng. Tech. 2	\$41.60	\$124.80
Singh, Meetsingh	Staff Civil Engineer 1	\$39.06	\$117.18
Skaff, Rami	Staff Civil Engineer 1	\$43.13	\$129.39
Yere, Ryan	Technical Intern 3	\$25.75	\$77.25

COMMERCIAL EQUIPMENT & SOFTWARE PRICING

Equipment Item	Unit Rate	Units
Computer (standard)	4.00	Hour
Computer (analysis and development)	8.00	Hour
Falling Weight Deflectometer	1,710.00	Day
Pavement Friction (both apply)	2,230.00	Day
Pavement Friction (both apply)	1.40	Mile
Pavement Core Truck	790.00	Day
Pavement Core Truck	1.40	Mile
Pa-Vision Pavement Image System	1,320.00	Day
Image Processing Workstation	270.00	Day
Pavement Marking Retroreflectivity	660.00	Day
Pavement Sound & Texture	1,580.00	Day
Pavement Survey Vehicle	0.90	Mile
MIT SCAN-II	660.00	Day
High Speed Profiler (both apply)	1,450.00	Hour
High Speed Profiler (both apply)	1.40	Mile
3D Scanning Laser Crack Detection (both apply)	3,090.00	Day
3D Scanning Laser Crack Detection (both apply)	1.40	Mile
Video Survey Workstation (manual)	10.50	Hour
Video Survey Workstation (automated 3D Laser Crack Detection Processing)	10.00	Mile
Rolling Inclinometer	660.00	Day
Golf Cart (per cart)	40.00	Day
Airport Survey / Tow Vehicle (both apply)	120.00	Day
Airport Survey / Tow Vehicle (both apply)	0.40	Mile

Note: Equipment use and mileage rates apply to mobilization/demobilization from ARA's office(s) to the site.