

**AGREEMENT FOR CONSULTING ENGINEERING SERVICES  
(Yamhill County and David Evans and Associates, Inc.)**

THIS AGREEMENT (“Agreement”) is made effective the last date set forth adjacent to the signatures of the parties below between **Yamhill County**, a political subdivision of the State of Oregon, acting through its Department of Public Works (referred to as County in this Agreement) and **David Evans and Associates, Inc.** (Contractor), an Oregon Corporation (referred to as Contractor in this Agreement) for the consulting engineering services on the **Yamhill County Bridge Capital Improvement Plan (BCIP)** project.

**STATEMENT OF PURPOSE AND IDENTIFICATION OF CONTRACT DOCUMENTS**

- A. County has budgeted funds to perform the Project. County plans to utilize a direct appoint process to select the engineering consultant to complete the Bridge Planning work. Contractor was selected as the best qualified consultant. This Agreement is made to specify the mutual obligations of County and Contractor for completion of the Project.
- B. This Agreement includes by reference the following Contract Documents that are part of the Project:
- (A) This Agreement
  - (B) Agreement Amendments (if any)
  - (C) Insurance Certificates
  - (D) Notice to Proceed
  - (E) Change Orders (if any)
  - (F) Project Acceptance

**AGREEMENT:** In consideration of the mutual covenants contained below, County and Contractor hereby agree as follows:

1. **Scope of work.** The Contractor will commence and complete the Project in accordance with the Contract Documents identified above consistent with the degree of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar circumstances and in the same locality. The Contractor acknowledges receipt of all Contract Documents in existence at the date it executed this Agreement.
2. **Agreement performed at Contractor's expense as Independent Contractor.** The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project as described in the Contract Documents. The Contractor is an Independent Contractor under this Agreement.
3. **Commencement and completion date.** The Contractor will commence the work required by the Contract Documents within 7 calendar days after the County's approval of this Agreement and will complete the same no later than **June 30, 2023**, unless the Contract Period is extended or otherwise modified by written notice or executed Change Order.
4. **Termination.** County may terminate this Agreement if the Contractor fails to comply with a material term of this Agreement. If this Agreement is terminated, the County will pay for all work accepted by the Project Supervisor prior to termination.

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5. **Compensation.** The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein at the hourly rates set forth in attached rate table; provided, however, that the maximum amount due Contractor for completion of the scope of work is **\$33,000** unless the Contract Price is modified by executed Change Order. Payment shall be made by County either in a single payment following final acceptance of the project by the Project Supervisor, or at Contractor's option, in monthly progress payments for work accepted by the Project Supervisor.

6. **Incorporation of statutory provisions required for public contracts.** The Contractor certifies it shall comply with all applicable Public Contract Laws to including, but not limited to, ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530. ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530 are incorporated into this Agreement by reference.

7. **Workers' compensation.** The Contractor, its subcontractors, if any, and all employers working under this Agreement or contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

8. **Certification of compliance with tax laws.** The Contractor certifies, under penalty of perjury, that the Contractor's Company is not in violation of any Oregon tax laws and that Contractor has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620, 305.380(4) and ORS Chapters 316, 317 and 318.

9. **Certification of reading and understanding of documents.** The Contractor certifies it has read and fully understands all Contract Documents including Solicitation Documents and terms and conditions. The Contractor understands and acknowledges that in signing this Agreement the Contractor waives all rights to plead any misunderstandings regarding the same.

10. **Status of the Project Supervisor.** Greg Haffner, Engineering Manager, is the Project Supervisor (the "Supervisor"). The Supervisor or their designee shall perform technical inspections of work and shall have authority to stop the work whenever such stoppage shall be necessary to insure proper execution of the contract. The Supervisor or his designee may reject all work and materials that do not conform to the standard of care and shall decide questions that arise in the execution of the work. The Supervisor has authority to reject or accept the work, subject to the standard of care.

11. **Prohibition of Discrimination.** In hiring employees for performance of work under this contract, no contractor, subcontractor or any person acting on their behalf shall by reason of race, religion, age, color, creed, physical handicap, sex or sexual orientation discriminate against a person who is qualified and available to perform work to which employment relates.

12. **Risk of Loss.** The risk of loss or damage to the subject matter of this contract arising from any cause whatsoever, including acts of God, shall be upon the Contractor until such time as the County has accepted the work as provided in this Agreement.

**13. Indemnification.**

**13.1 Claims for other than Professional Liability.** The Contractor shall indemnify and hold harmless County from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including reasonable attorney fees, in any way connected with any injury to any person or damage to any property to the extent caused by Contractor's or Contractor's subcontractors' prosecution of work under this agreement.

**13.2 Claims for Professional Liability.** The Contractor shall indemnify and hold harmless County from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including reasonable attorney fees, in any way connected with any injury to any person or damage to any property to the extent caused by Contractor's or Contractor's subcontractors' negligent acts, errors or omissions in prosecution of work under this agreement.

**14. Nonwaiver.** No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of County or Contractor to enforce at any time any of the terms of this Agreement, or to exercise any option which is provided, or to require at any time performance by Contractor or County of any of the provisions, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of any part of this Agreement, or the right of County or Contractor to thereafter enforce each and every provision.

**15. Contractor's Representation.** Contractor, by entering into this Agreement, represents that its proposal for this project is made without connection with any person, firm or corporation making or refraining from making a proposal for the same or similar project and was in all respects fair and without collusion or fraud.

**16. Severability.** Should any clause or section of this Agreement be declared by court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

**17. Dispute resolution through mediation and arbitration.** Any dispute between the parties to this Agreement shall be resolved according to the following process:

(a) The parties first shall submit to mediation of the dispute to be conducted by a mutually acceptable mediator. If the parties cannot agree on a mediator, they shall request a mediator to be appointed by the U.S. Mediation and Arbitration service or a similar mediation and arbitration

service located in Portland, Oregon. The mediator's charges and expenses shall be borne equally by the parties. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

(b) If the dispute is not resolved in mediation, the parties shall then submit the dispute to binding arbitration. Arbitration shall be conducted by and in accordance with the Construction Industry rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties. The party that does not substantially prevail, as determined by the arbitrator, shall pay the arbitrator's fees and expenses in arbitration. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

18. **Attorney fees and costs.** In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this contract, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

19. **Applicable laws.** This Agreement is executed in the State of Oregon and is subject to Oregon law and jurisdiction in Yamhill County.

20. **Subcontractors.** The Contractor may not engage any subcontractor(s) to perform work under this Agreement without the express written consent of the County. If the County does grant consent, the Contractor covenants and agrees to bind any and all Subcontractor(s) for performance of work under this Agreement. Any reference to Contractor shall include any and all Subcontractor(s) ad infinitum.

21. **Written changes required.** The rights and duties under this Contract shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

22. **Successors bound.** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

THIS AGREEMENT AND THE CONTRACT DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOTICE SPECIFIED HEREIN REGARDING THIS CONTRACT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

DAVID EVANS AND ASSOCIATES, INC

YAMHILL COUNTY, OREGON

By: Travis Kinney  
(Signature)

Date: 3/28/2022

Travis Kinney  
(Printed name)

Title: Associate

Fed. Tax I.D. No: 93-0661195

Contractor  
Registration No: na

Lindsay Berschauer

Lindsay Berschauer, Chair

Date: \_\_\_\_\_

[Signature]  
KEN HUFER  
County Administrator

Date: 3/31/2022

APPROVED AS TO FORM

By: Christian Boenisch  
CHRISTIAN BOENISCH,  
Yamhill County Legal Counsel

Accepted by Yamhill County  
Board of Commissioners on  
3/31/22 by Board Order  
# 22-101



DAVID EVANS  
AND ASSOCIATES INC.

# Yamhill County Bridge Capital Improvement Plan

3/11/2022

## **Project Background:**

Yamhill County (Agency) has requested the services of David Evans and Associates, Inc. (Consultant) for the development of a Bridge Capital Improvement Plan (BCIP). The BCIP will be used to provide a strategic investment of agency funding to replace, improve, and extend the lifespan of Agency bridges. The BCIP can be incorporated into an Agency asset management plan that considers timely bridge replacements, rehabilitation, preservation, and maintenance.

The bridge has 89 NBI bridges and 44 non-NBI bridges. This CIP will consider both NBI and non-NBI bridges.

## **1. Project Management and Administration**

The schedule for this project is assumed to extend no more than 3 months from NTP, and will include up to 3 invoices.

## **2. Bridge Inventory Desk Scoping Review:**

The consultant will perform a review of the existing bridge inspection data. Data will include existing bridge maintenance recommendations and bridge conditions.

### **2.1. Critical, Urgent and High Priority Maintenance Recommendations (Work Candidates)**

Critical, Urgent and High priority maintenance recommendations will be reviewed and prioritized for work. These maintenance recommendations will be evaluated in the context of the overall bridge condition. A high-level screening will be performed to flag maintenance recommendations for additional engineering analysis to determine if repair priority is consistent with remaining service life.

### **2.2. Deck Preservation Candidates:**

Preservation actions are a cost-effective method for extending the life of bridge assets. Consultant will review existing condition and maintenance data to identify candidates for bridge preservation. Preservation actions shall include (but not limited to) ACP replacement w/ membrane, multi-layer polymer concrete overlays (MPCO), epoxy deck seals, joint repairs/replacement. Deck preservation will be prioritized based on the bridge importance, age, condition and expected remaining service life.

Note: The remaining service life is calculated from an assumed 75-year service life and does not include service life modeling.

### **2.3. Steel Preservation:**



Consultant shall review the steel superstructure inventory to identify up to 3 structures that should be prioritized for recoating. The recoating selection and prioritization will consider the overall condition of the bridge and estimated maintenance needs.

#### **2.4. Desk Scoping Review Meeting:**

Consultant shall meet with Agency staff to review the work performed in Tasks 2.1-2.3. Agency feedback will be incorporated in Task 3. For scoping purposes, the length of this meeting is assumed to be 2 hours (not including travel) and held at the Agency office.

### **3. Project Grouping and Planning:**

#### **3.1 Project Delivery Method**

Consultant shall group the work candidates of similar work and provide initial recommendations on the method for project delivery (in-house or contracted). The grouping shall consider the Agency in-house resources and expertise.

#### **3.2 Desk Scoping Cost Estimate:**

Consultant shall provide desk scoping level cost estimate for the items listed. Desk scoping is defined as an approximately 5% level of effort compared to 100% PS&E level of effort and will heavily utilize average costs per deck square area or similar rules of thumb. The intent is to provide recommendations and cost estimates for the annual delivery of work over the next 5 years that is in alignment with available funding. For scoping purposes, the available funding is \$2M per year of local agency funding. Federal funding is not considered.

#### **3.3 Project Prioritization Work Candidates Deliverable:**

Consultant will deliver a prioritized summary of the work candidates. The summary will be in a spreadsheet format which will include basic bridge information, work candidate description and the desk scoping cost estimate for completing the work.

#### **The Agency shall provide the following:**

- Access to bridge plans as requested.
- Access to bridge maintenance history as requested.
- Input on available Agency capacity and expertise for completing in-house project delivery.

**Exclusions:** The following activities are not included in this SOW.

- Preparation of work candidates for construction either through Yamhill County forces or Contractor bid is excluded. Preparation of design, load rating, plans, specifications, refined cost estimate, permitting, scheduling, or other development tasks are excluded.
- Site visits are excluded. Review of sites will be based on inspection reports and as-builts.

#### **FEE FOR SERVICES**

The fee for this work will be on a time and materials basis to a maximum not to exceed of \$20,000.



**CONTINGENCY ADDITIONAL SERVICES AS REQUESTED**

Additional work shall be performed as directed by the County for each specific task on a time and material basis, according to the attached Functional Consultant Rate Schedule and according to the agreed upon labor hours and expenses for that specific task. Specific work tasks will be coordinated and notice to proceed authorization will be provided by the County via email describing the specific task and agreed upon fee (labor hours and expenses).

Possible services to be provided include:

- Further project management and administrations for work past 3 months.
- Further Scoping Review of the County's inventory. Work could include site visits, review of new information, consideration for a new category of repair, maintenance, or preservation work.
- Further Grouping and Planning. Work could include, preparation of design, load rating, plans, specifications, refined cost estimate, permitting, scheduling, or other development tasks. Work could include consultation.

All work on this contract shall not exceed \$33,000, plus the amount(s) approved under the Contingency, and shall be completed by June 30, 2023.

## Escalated Salary Rate Schedule

Firm Name: **David Evans and Associates, Inc**  
 Effective date: **3/18/2022**

\*Enter 0.0 in the profit field for Cost Plus Fixed Fee (CPFF) WOCs/Contracts

WOC Multipliers	
Overhead	170.54%
*Profit	12.50%
FCCM	0.27%

Classification*		Escalation Rate	1.035	1.035	1.035	Loaded Rates		
		Actual Rate	2022	2023	2024	2022 Rate	2023 Rate	2024 Rate
CADD Technician I	Average		\$ 25.50	\$ 26.39	\$ 27.32	\$ 77.68	\$ 80.40	\$ 83.21
	Maximum		\$ 28.00	\$ 28.98	\$ 29.99	\$ 85.30	\$ 88.28	\$ 91.37
CADD Technician II	Average		\$ 32.78	\$ 33.93	\$ 35.11	\$ 99.86	\$ 103.35	\$ 106.97
	Maximum		\$ 40.72	\$ 42.15	\$ 43.62	\$ 124.04	\$ 128.39	\$ 132.88
CADD Technician III	Average		\$ 32.26	\$ 33.39	\$ 34.56	\$ 98.27	\$ 101.71	\$ 105.27
	Maximum		\$ 32.26	\$ 33.39	\$ 34.56	\$ 98.27	\$ 101.71	\$ 105.27
CADD Technician IV	Average		\$ 41.37	\$ 42.82	\$ 44.32	\$ 126.02	\$ 130.44	\$ 135.00
	Maximum		\$ 45.60	\$ 47.20	\$ 48.85	\$ 138.91	\$ 143.77	\$ 148.80
CADD Technician V	Average		\$ 49.41	\$ 51.14	\$ 52.93	\$ 150.52	\$ 155.78	\$ 161.24
	Maximum		\$ 51.70	\$ 53.51	\$ 55.38	\$ 157.49	\$ 163.00	\$ 168.71
Designer I	Average		\$ 31.54	\$ 32.64	\$ 33.79	\$ 96.08	\$ 99.44	\$ 102.92
	Maximum		\$ 32.00	\$ 33.12	\$ 34.28	\$ 97.48	\$ 100.89	\$ 104.42
Designer II	Average		\$ 41.58	\$ 43.04	\$ 44.54	\$ 126.66	\$ 131.10	\$ 135.69
	Maximum		\$ 45.00	\$ 46.58	\$ 48.21	\$ 137.08	\$ 141.88	\$ 146.85
Designer III	Average		\$ 49.45	\$ 51.18	\$ 52.97	\$ 150.64	\$ 155.91	\$ 161.37
	Maximum		\$ 54.90	\$ 56.82	\$ 58.81	\$ 167.24	\$ 173.09	\$ 179.15
Designer IV	Average		\$ 53.91	\$ 55.80	\$ 57.75	\$ 164.22	\$ 169.97	\$ 175.92
	Maximum		\$ 62.00	\$ 64.17	\$ 66.42	\$ 188.87	\$ 195.48	\$ 202.32
Designer V	Average		\$ 57.20	\$ 59.20	\$ 61.27	\$ 174.25	\$ 180.35	\$ 186.66
	Maximum		\$ 60.00	\$ 62.10	\$ 64.27	\$ 182.78	\$ 189.17	\$ 195.79
Engineering Designer I	Average		\$ 35.73	\$ 36.98	\$ 38.27	\$ 108.84	\$ 112.65	\$ 116.60
	Maximum		\$ 42.00	\$ 43.47	\$ 44.99	\$ 127.94	\$ 132.42	\$ 137.06
Engineering Designer II	Average		\$ 39.88	\$ 41.28	\$ 42.72	\$ 121.49	\$ 125.74	\$ 130.14
	Maximum		\$ 48.60	\$ 50.30	\$ 52.06	\$ 148.05	\$ 153.23	\$ 158.59
Engineer III	Average		\$ 47.10	\$ 48.75	\$ 50.45	\$ 143.48	\$ 148.50	\$ 153.70
	Maximum		\$ 57.00	\$ 59.00	\$ 61.06	\$ 173.64	\$ 179.71	\$ 186.01
Engineer IV	Average		\$ 52.90	\$ 54.75	\$ 56.67	\$ 161.15	\$ 166.79	\$ 172.63
	Maximum		\$ 61.00	\$ 63.14	\$ 65.34	\$ 185.82	\$ 192.33	\$ 199.06
Engineer V	Average		\$ 61.99	\$ 64.16	\$ 66.41	\$ 188.84	\$ 195.45	\$ 202.29
	Maximum		\$ 69.50	\$ 71.93	\$ 74.45	\$ 211.72	\$ 219.13	\$ 226.80
Engineer VI	Average		\$ 72.45	\$ 74.99	\$ 77.61	\$ 220.70	\$ 228.43	\$ 236.42
	Maximum		\$ 88.00	\$ 91.08	\$ 94.27	\$ 268.07	\$ 277.45	\$ 287.17
Engineer VII	Average		\$ 87.86	\$ 90.94	\$ 94.12	\$ 267.65	\$ 277.01	\$ 286.71
	Maximum		\$ 106.50	\$ 110.23	\$ 114.09	\$ 324.43	\$ 335.78	\$ 347.54
Project Accountant II	Average		\$ 32.50	\$ 33.64	\$ 34.81	\$ 99.00	\$ 102.47	\$ 106.06
	Maximum		\$ 33.00	\$ 34.16	\$ 35.35	\$ 100.53	\$ 104.05	\$ 107.69
Project Accountant III	Average		\$ 34.70	\$ 35.91	\$ 37.17	\$ 105.71	\$ 109.41	\$ 113.23
	Maximum		\$ 37.10	\$ 38.40	\$ 39.74	\$ 113.02	\$ 116.97	\$ 121.07
Project Accountant IV	Average		\$ 42.00	\$ 43.47	\$ 44.99	\$ 127.94	\$ 132.42	\$ 137.06
	Maximum		\$ 42.50	\$ 43.99	\$ 45.53	\$ 129.47	\$ 134.00	\$ 138.69
Project Accountant V	Average		\$ 46.00	\$ 47.61	\$ 49.28	\$ 140.13	\$ 145.03	\$ 150.11
	Maximum		\$ 46.50	\$ 48.13	\$ 49.81	\$ 141.65	\$ 146.61	\$ 151.74
Project Coordinator II	Average		\$ 29.75	\$ 30.79	\$ 31.87	\$ 90.63	\$ 93.80	\$ 97.08
	Maximum		\$ 30.00	\$ 31.05	\$ 32.14	\$ 91.39	\$ 94.59	\$ 97.90
Project Coordinator III	Average		\$ 33.99	\$ 35.18	\$ 36.41	\$ 103.54	\$ 107.17	\$ 110.92
	Maximum		\$ 38.50	\$ 39.85	\$ 41.24	\$ 117.28	\$ 121.39	\$ 125.63
Project Coordinator IV	Average		\$ 38.57	\$ 39.92	\$ 41.32	\$ 117.49	\$ 121.61	\$ 125.86
	Maximum		\$ 42.00	\$ 43.47	\$ 44.99	\$ 127.94	\$ 132.42	\$ 137.06

Effective date: **3/18/2022**

\*Enter 0.0 in the profit field for Cost Plus Fixed Fee (CPFF) WOCs/Contracts

WOC Multipliers	
Overhead	170.54%
*Profit	12.50%
FCCM	0.27%

Classification*		Escalation Rate	1.035	1.035	1.035	Loaded Rates		
		Actual Rate	2022	2023	2024	2022 Rate	2023 Rate	2024 Rate
Project Coordinator V	Average		\$ 43.30	\$ 44.82	\$ 46.38	\$ 131.90	\$ 136.52	\$ 141.30
Project Coordinator V	Maximum		\$ 44.60	\$ 46.16	\$ 47.78	\$ 135.86	\$ 140.62	\$ 145.54
Project Manager I	Average		\$ 47.16	\$ 48.81	\$ 50.52	\$ 143.66	\$ 148.69	\$ 153.89
Project Manager I	Maximum		\$ 56.00	\$ 57.96	\$ 59.99	\$ 170.59	\$ 176.56	\$ 182.74
Project Manager II	Average		\$ 61.30	\$ 63.45	\$ 65.67	\$ 186.74	\$ 193.27	\$ 200.04
Project Manager II	Maximum		\$ 76.50	\$ 79.18	\$ 81.95	\$ 233.04	\$ 241.20	\$ 249.64
Project Manager III	Average		\$ 63.51	\$ 65.73	\$ 68.03	\$ 193.47	\$ 200.24	\$ 207.25
Project Manager III	Maximum		\$ 76.30	\$ 78.97	\$ 81.73	\$ 232.43	\$ 240.57	\$ 248.99
Project Manager IV	Average		\$ 73.96	\$ 76.55	\$ 79.23	\$ 225.30	\$ 233.19	\$ 241.35
Project Manager IV	Maximum		\$ 90.00	\$ 93.15	\$ 96.41	\$ 274.16	\$ 283.76	\$ 293.69
Project Manager V	Average		\$ 92.92	\$ 96.17	\$ 99.54	\$ 283.06	\$ 292.97	\$ 303.22
Project Manager V	Maximum		\$ 114.44	\$ 118.45	\$ 122.59	\$ 348.62	\$ 360.82	\$ 373.45
Project Manager VI	Average		\$ 116.29	\$ 120.36	\$ 124.57	\$ 354.25	\$ 366.65	\$ 379.48
Project Manager VI	Maximum		\$ 144.68	\$ 149.74	\$ 154.98	\$ 440.74	\$ 456.16	\$ 472.13

**DIRECT NON LABOR COSTS**

Travel: Approved mileage, airfare, meals, and lodging shall be billed in accordance with Exhibit B of the PA/ATA/Contract.

**Other Direct Costs (ODCs):** Special equipment charges, outside rental of equipment, trade services (flagging, borings, etc.), outside lab tests, etc., must be billed at cost and must be approved in the WOC/Contract. Charges for in-house equipment must be based on the actual cost (using a calculation method acceptable to Agency) rather than market rates and may include costs for maintenance, repair, calibration, etc. For example, an acceptable calculation method for current year rates is to calculate the total costs in previous year for each piece of equipment divided by the number of days each respective piece of equipment was charged to various jobs in that year. Equipment that is depreciated in O/H may not also be direct charged (an exception to this would be if a firm's accounting practices credit direct-charge revenues from the equipment back to O/H each year with appropriate adjustments).

Submit to Agency a Direct Non-Labor Costs Schedule to list any ODC items. Provide annual updates of the schedule to reflect depreciation and the current calculation of the actual cost basis. After the schedule is approved by Agency it will be maintained on file. Equipment rates lower than the daily rates approved on the schedule may be negotiated on WOCs/Contracts with extensive usage of the equipment.

The allowability of costs is dependent upon the standards in the Code of Federal Regulations (CFR) Title 48 - Federal Acquisition Regulations System (FARS), Part 31, "Contractor Cost Principles and Procedures".

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Exhibit "A"