

Staff Technician (Admin. Asst.).....	\$40.00/hour
Survey Crew.....	\$95.00/hour
Specialty Survey Crew.....	\$125.00/hour
Depositions, Court, Forensic Presentation	135% of above rate w/8 hour minimum

- B. Reimbursement for Expenses: at 1.15 times cost for Printing, Copies, Postage, Photographs and Other Expenses.
 - C. If delays in your project require protracted delays in the commencement or performance of our work, we reserve the right to adjust our charges to conform to the labor rate schedule in effect when services are in fact being rendered.
- III. It is necessary that you advise us in writing at an early date if you have budgetary limitations for our services. We must accept any such limitations as being realistic and will then endeavor to work within those limitations. Engineering, planning and survey work will be scheduled and performed in phases and sequences which conform to customary engineering and surveying practices.
- IV. Current Regulatory procedures allow for consideration of information for permit approval that may preclude the approval of a particular process or the permit itself for this work. We will use our best efforts to provide the information to obtain the permits associated with this work but no guarantee of permit approval or permit conditions can be made.
- V. Statements for professional services are payable upon presentation. Accounts not paid within thirty days shall be subject to a finance charge of one and one-half percent per month (18% per year). Client agrees to pay all costs of collection, including reasonable attorney's fees. Any action or other judicial proceedings for breach or enforcement of this contract may, at the option of Bay Design Group, be commenced and conducted in any court of competent jurisdiction in Gloucester County, Middlesex County or Lancaster County, Virginia.
- VI. The drawings and specifications prepared under this Contract shall become the property of the Client upon completion and payment for the services. The Client shall neither reuse nor make any modifications to the drawings and specifications without the prior written authorization of Bay Design Group. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Bay Design Group against all damages, liabilities or costs, including reasonable attorney's fees and costs, arising from any changes made by anyone other than Bay Design Group. All electronic files shall remain the property of Bay Design Group.
- VII. Bay Design Group will be indemnified against claims from any information or services provided and used, as a requirement by the client.
- A. Bay Design Group is not required to check or verify client-provided information for technical adequacy or compliance with any portion of the project designed by the client's consultants.
 - B. Bay Design Group assumes no responsibility for the accuracy of information provided by the client or design information provided by others, excluding Bay Design Group's subconsultants.
 - C. The client agrees to defend and indemnify Bay Design Group for any delays, costs, losses, or damages caused by false, inaccurate, or non-compliant information provided by the client or the client's consultants.

Thank you for the opportunity to work with you on this project. Should you have any questions or concerns about the above proposal, please do not hesitate to contact us. Any changes to the scope of this proposal must be agreed to by Bay Design Group. If this satisfactorily sets forth your understanding of our agreement, we would appreciate your signing the enclosed copy of this proposal in the space provided below and returning it to us as authorization to proceed.

Sincerely,

W. Ben Burton

W. Ben Burton, PE
Senior Engineer

Wayne Savage

Wayne A. Savage, PE
Senior Engineer

Accepted: _____ 20 _____

By: _____