

August 15, 2018

Mr. Jeff Durbin
Town Manager
153 Fraser Avenue
Fraser, CO, 80442

Re: **US Highway 40 – Fraser Pedestrian Improvements** (the “Project”)
Proposal to provide Construction Management and Materials Testing Services (the “Proposal”).
Proposal No. P1835

Dear Mr. Durbin:

We appreciate the Town’s initial selection of Bowman Consulting for your Local Agency Project Engineer in response to your Request for Qualifications for the US Highway 40 – Fraser Pedestrian Improvements Project, and we are excited for the opportunity to work with the Town on this project to perform our duties as the LA Project Engineer for the Town of Fraser. We have proposed the following scope of work and service fee costs for your review and approval. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto will constitute a binding agreement (the “Agreement”) between Bowman Consulting Group LLC (“BCG”) and the Town of Fraser (the “Client”).

Proposal Assumptions and Project Understanding

It is our understanding that BCG will provide Construction Management and Materials Testing services for the US Highway 40 – Fraser Pedestrian Improvements Project located in Fraser, Colorado. Bowman Consulting will provide civil engineering services as a representative of the Town of Fraser including: pre-construction coordination, construction observation and management, record keeping, CDOT coordination, and project closeout.

Bowman Consulting understands that the US Highway 40 – Fraser Pedestrian Improvements Project has been approved by CDOT and the Town of Fraser. The Town of Fraser has received Federal Funding for this project and as a Local Agency is required to meet CDOT Construction requirements, including hiring a Local Agency Project Engineer.

Bowman Consulting assumes the following:

- The project will be completed in one phase, with construction activities taking approximately 12 weeks to complete (60 working days), and the construction to be completed by the end of the year.

- Bowman will contract directly with Geocal, a Geotechnical Engineering Firm, to perform the material testing work required during construction.
- Bowman will meet the disadvantaged business enterprise DBE minimum contract goal of 12%.
- All services will be provided under the direction of a Colorado Licensed Professional Engineer.

Standard of Care - Services provided by BCG under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, including standard of care at the time the services were provided.

Quality Control - A portion of the stated compensation is set-aside for Quality Control/Quality Assurance, which is part of the BCG Quality Control Policy.

SCOPE OF SERVICES AND FEES

The scope of services (the “Scope”) and associated fees shall be as follows:

1. Pre-Construction Coordination

Bowman Consulting will provide pre-construction coordination to include the following services:

- Work with CDOT, Town of Fraser and the contractor to determine and review construction documentation and responsibilities, including information required by CDOT.
- Meet with the Town of Fraser, CDOT and the selected Contractor, as necessary, to discuss construction schedule, construction expectations, critical path, etc.
- Coordinate with a geotechnical engineer on scope of work, contracts, and construction schedule.
- Participate in pre-construction meetings to discuss construction specifics with contractor, surveyor, geotechnical and design engineers, CDOT and the Town of Fraser as necessary.
- Review and approve all contractor submittals pertaining to Federal EEO requirements including subcontracts, OJT, DBE, Etc.
- Review, verify and approve all contractor submittals and materials delivered to the project as per the “Buy America Requirements” according to CDOT’s Standard Specifications, Section 106.
- Provide the contractor and Town with various technical and non-technical interpretations of the Project plans and specifications.

DELIVERABLE: Provide documentation to include the following: Meeting Minutes.

PERFORMANCE PERIOD: Estimating a combined total of 33 hours per week throughout an estimated initial 2-week pre-construction period.

FEE: Lump Sum, \$9,210.00

2. Construction Management and Observation

Bowman Consulting will provide construction management and observation to include the following services:

- Conduct weekly construction meetings to discuss schedule, scope of work, construction requirements and the scheduling of quality control/quality acceptance testing.
- Meet with the Town of Fraser, CDOT and the selected Contractor, as necessary, to discuss construction schedule, construction expectations, critical path, etc.
- Ensure that the Contractor is maintaining a detailed project schedule that is reviewed and/or updated on a weekly basis at the weekly construction meeting.
- Review Traffic Control Plan with the Town and approve all Methods of Handling Traffic (MHT's) and verify proper installation of traffic control devices.
- Provide part-time construction oversight/observation of ongoing construction activities to determine conformance with the plans and specifications.
- Prepare deficiencies and non-conformance reports for work performed that does not meet the contract, plans and specifications.
- Prepare field reports to summarize construction activities, equipment on-site, discussions with contractors regarding scope of work, construction requirements, testing and field directives.
- Provide photo documentation of preliminary site conditions, major construction activities and verification of compliance with the Storm Water Management Plan.
- Review all material submittals and forward to the Town of Fraser as necessary.
- Document and review all contractor requests for information pertaining to the construction/contract documents.
- Review the storm water erosion control measures and review contractor inspection documentation and verify corrective actions taken by Contractor during construction.
- Review all contractor requests for change orders and conduct negotiations on behalf of and in conjunction with the Town of Fraser.
- Maintain a construction bid item quantities and review all contractor pay applications prior to submitting to the Town of Fraser.
- Review and approve Certified Payroll documentation provided by Contractor on a weekly basis.
- Review OJT submittals, including on-site EEO interviews and payment verification.

DELIVERABLE: Provide Agency documentation to include the following: On-Site Inspection Reports; EEO reports; RFI's; MHT's; Photo Documentation; & Meeting Minutes.

PERFORMANCE PERIOD: Estimating a combined total of 62 hours per week to perform construction management & observation services over a 12-week construction period.

FEE: Lump Sum, \$86,368.00

3. **Final Documentation & Acceptance**

Bowman Consulting will provide Final Documentation & Acceptance to include the following services:

- Meet with the Town of Fraser, CDOT and the selected Contractor, as necessary to finalize forms and CDOT required documentation.
- Assist the Town of Fraser in final project close out and preliminary acceptance by CDOT to include: final quantities, pay application and release of retainage.
- Perform final project site inspection to determine project acceptance and develop a punch list report of site findings and deficiencies.
- Compile, review, complete and submit all Federal EEO documentation as required.

DELIVERABLE: Provide Agency final documentation to include the following: Punch List Report; Federal Documentation; CDOT Documentation; As-Built Construction Plans; Materials Final & Final Contractor Payment Application.

PERFORMANCE PERIOD: Estimating a combined total of 32 hours per week to perform final documentation & acceptance services over a 3-week close-out period.

FEE: Lump Sum, \$11,112.00

Summary Matrix

Task	Description	Fee	Fee Type	Qty	Total
1.	Pre-Construction Coordination and Meetings - Bowman	\$8,310.00	Lump Sum	1	\$8,310.00
1.	Pre-Construction Coordination and Meetings - Geocal	\$900.00	Lump Sum	1	\$900.00
1.	Total - Task #1				\$9,210.00
2.	Construction Management & Observation - Bowman	\$66,418.00	Lump Sum	1	\$66,418.00
2.	Construction Management & Observation - Geocal	\$19,950.00	Lump Sum	1	\$19,950.00
2.	Total - Task #2				\$86,368.00
3.	Final Documentation & Acceptance – Bowman	\$7,812.00	Lump Sum	1	\$7,812.00
3.	Final Documentation & Acceptance – Geocal	\$3,300.00	Lump Sum	1	\$3,300.00
3.	Total - Task #3				\$11,112.00
	Estimated Reimbursable Expense – Bowman	\$300.00	T&M		\$300.00

	Estimated Reimbursable Expense – Geocal	\$2,900.00	T&M		\$2,900.00
	Total – Estimated Reimbursable Expense				\$3,200.00
Total Estimated Fees					\$109,890.00

For purposes of this proposal, Bowman Consulting is proposing a cost plus fixed fee contract with the majority of the work being performed by: a Project Engineer, a Project Manager and a Materials Technician.

Bowman has estimated that our sub consultant firm, Geocal, will perform approximately 25% of the total construction management services within this contract.

Note: Work will be invoiced as the work progresses and Bowman Consulting will not exceed this Lump Sum Fee without written authorization from the Client. Additional work, requested by the Client beyond the original contract scope of work, shall be compensated on a Time and Materials basis according to the attached Schedule of Fees (A & B).

Services that are not part of this contract are as follows:

- Services resulting from changes to the extent of the project or major changes to the project due to causes beyond our control.
- Obtaining or payment of any review or permit fees.
- Land survey construction staking or as-built survey data.
- Contract work that exceeds the project duration of 135 calendar days.

Note: If the aforementioned work is requested by the owner, Bowman Consulting can perform or commission these services as part of a separate contract.

REIMBURSABLE EXPENSES

Mileage for employee travel by vehicle to facilitate the project, including travel to the project site and for meetings with client, project team, contractors, or governmental agencies, will be invoiced at the current IRS standard mileage rate. All other reimbursable expenses shall include actual expenditures made by BCG and will be invoiced in accordance with Schedule A attached hereto.

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for BCG, its employees, agents and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for BCG to perform the services described herein. By either countersigning this Proposal or verbally authorizing BCG to proceed, the Client warrants and represents that it has obtained such permission. The Client shall provide the following items upon request of BCG in a timely manner and at no expense to BCG:

- Obtain construction survey data from the Contractor to perform the final as-built construction plans.

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, client or regulatory requested revisions, additional meetings, regulatory changes, etc. Bowman will notify the client that additional scope of work and fees are required and will obtain the client’s written approval prior to proceeding with any additional work.

BCG’s Standard Terms and Conditions and Hourly Rate Schedules are attached hereto and incorporated into this Proposal by reference.

If this proposal or other form of acceptable agreement is not signed within 30 days of this proposal date, it will become null and void.

Please indicate your acceptance of this proposal by executing below and returning a copy to this office. We appreciate this opportunity to provide you with professional services and look forward to working with you on this project. If you have any questions please feel free to contact me at 970-818-2148 or email at tgagnon@bowmanconsulting.com at your earliest convenience.

Sincerely,
Bowman Consulting Group



Tim Gagnon, P.E.
Principal/Branch Manager
tgagnon@bowmanconsulting.com

The Town of Fraser, Colorado hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes BCG to proceed with the Project, and the undersigned represents that he or she is authorized by the Town of Fraser, Colorado to so execute this Proposal.

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

BOWMAN CONSULTING
SCHEDULE A - FEES FOR REPROGRAPHIC,
DELIVERY, TRAVEL, AND OTHER SERVICES

January 2018

Reprographic Services

B&W Photo Copies	\$0.35/sf, or \$0.23 for 8-1/2" x 11" sheet
Color Photo Copies	\$0.50/sf, or \$0.32 for 8-1/2" x 11" sheet
Printing (bond)	\$0.35/sf, or \$2.10 for 24" x 36" sheet
Printing (mylar)	\$3.00/sf, or \$18.00 for 24" x 36" sheet

Binding, Mounting and Folding of plan sets, reports, or drawings will be invoiced at our standard hourly rates. Copying of Plans that have been archived in storage is subject to a minimum archive retrieval fee of \$50 plus applicable reprographic fees above.

Delivery Services

In-house delivery services are invoiced at \$2.00 per mile (one way) and subject to a minimum \$20.00 charge for standard delivery during normal business hours. Rush services and times outside normal business hours are subject to a minimum \$20.00 surcharge.

Outsourced courier services (i.e. Federal Express, DHL, etc.) are invoiced at cost plus 15%.

Travel

Mileage for employee travel by car to facilitate the project, including travel to the project site and for meetings with the client, project team, contractors, or governmental agencies, will be invoiced at the current IRS standard mileage rate.

Airfare and/or lodging to facilitate the project will be coordinated with the client in advance and will be invoiced at cost plus 15%.

Miscellaneous

Other costs associated with sub-consultants, specialty equipment, laboratory testing, field testing, tolls, parking or other miscellaneous items will be invoiced at cost plus 15%.

Initials: BCG

/ Client

BOWMAN CONSULTING
SCHEDULE B - HOURLY RATE

January 2018

CLASSIFICATION	HOURLY RATES
Depositions & Testimony	\$306.00/HR
Principal	\$255.00/HR
Department Executive	\$230.00/HR
Senior Project Manager	\$179.00/HR
Project Manager	\$143.00/HR
Project Coordinator	\$128.00/HR
Senior Surveyor	\$153.00/HR
Engineer I	\$102.00/HR
Engineer II	\$112.00/HR
Engineer III	\$122.00/HR
Designer I	\$ 71.00/HR
Designer II	\$ 97.00/HR
Designer III	\$122.00/HR
CADD Drafter I	\$ 77.00/HR
CADD Drafter II	\$ 82.00/HR
CADD Drafter III	\$ 87.00/HR
Construction Manager	\$117.00/HR
Senior Environmental Scientist	\$143.00/HR
Survey Technician I	\$ 90.00/HR
Survey Technician II	\$100.00/HR
Survey Technician III	\$110.00/HR
Project Surveyor	\$138.00/HR
Survey Field Crew – 1 Man	\$105.00/HR
Survey Field Crew – 2 Man	\$150.00/HR
Survey Field Crew – 3 Man	\$179.00/HR
3D Scanning Crew	\$204.00/HR
Survey Field Technician	\$ 61.00/HR
3D Modeling Technician	\$122.00/HR
UAV Operation	\$184.00/HR
Administrative Professional	\$ 71.00/HR
Machine Control Technician	\$128.00/HR



Schedule C – Request for Information

Accounts Payable Contact:

Point of Contact: _____
Phone: _____
Fax: _____
E-Mail: _____

Billing Information:

Billing Entity: _____

Billing Address: Same as Proposal
 If Different, Please Provide.....

Billing Requirements:

Invoice Due Date: _____

Requirements/Attachments: _____

Transmit Invoices Via: Mail Hardcopies to the Billing Address Above
 Transmit Electronic Copies to: _____

Offer ACH Direct Deposit: Yes, Contact: _____
 Not Sure, Contact our Office
 Not at this Time



TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from Bowman Consulting Group, Ltd. ("BCG") to _____ ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between BCG and Client, and supersede any previous agreement or understanding.

1. Scope of Services. BCG will provide the services expressly described in and limited by the Proposal (the "Scope"). If in BCG's professional judgment the Scope must be expanded or revised, BCG will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

2. Standard of Care. The standard of care for all services performed by BCG for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by BCG unless such design or document has been properly signed and sealed by a licensed professional on behalf of BCG.

3. Payment Terms. BCG will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. BCG shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by BCG within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, BCG shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by BCG on behalf of Client or any related Client entities, until all invoices are paid in full and BCG has received a retainer in such amount as BCG deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following BCG's election above, BCG shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and BCG.

(b) If Client disputes any submitted invoice, Client shall give written notice to BCG within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to BCG within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and BCG shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

4. Retainer and Other Payments. BCG reserves the right to require that Client make a payment to be held by BCG as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to BCG should Client (or any affiliate of Client) fail to timely pay invoices due BCG. The Retainer account may consist in part of payments applied by BCG pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of BCG. Upon the conclusion of this Agreement, or its earlier termination, BCG shall (a) apply the Retainer to any unpaid amount owed BCG by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to BCG by Client with respect to the Project or other projects.

Initials: BCG _____ / Client _____

5. Client Duties and Responsibilities. Client shall inform BCG of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. BCG shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for BCG to use such third-party information; (b) such consent shall be provided to BCG upon request; and (c) such consent shall be in a form that, in BCG's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to BCG. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless BCG from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by BCG and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of BCG pursuant to this Agreement.

6. Insurance. BCG and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, BCG shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall BCG's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time BCG may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective BCG shall give notice thereof to Client.

7. Potential Liability of BCG. The following provisions shall operate with respect to any potential liability of BCG arising under the Agreement:

(a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by BCG that Client believes creates liability on the part of BCG unless Client gave written notice to BCG not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. BCG shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of BCG and BCG's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to BCG's comparative degree of fault) that resulted from the error, omission or negligent act of BCG in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, BCG and BCG's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that BCG's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

8. Certificate of Merit. In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against BCG unless Client shall have first provided BCG with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to BCG thirty (30) days prior

to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.

9. Conflict Resolution and Applicable Law. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the unresolved issues shall be settled in the state or Federal courts where the project is located. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

10. Ownership of Documents and Other Rights of BCG.

(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by BCG as instruments of service (“Work Product”) shall remain the property of BCG up until such time as all monies due to BCG have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) BCG shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license BCG shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client’s behalf modifies any part of the Work Product or reuses them on a different project, Client agrees to indemnify and hold BCG harmless from any claim, liability or cost (including reasonable attorneys’ fees and defense costs) arising therefrom. Client acknowledges that if BCG provides Client with Work Product in an electronic or digital format (“Electronic Data”), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

(b) BCG reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to BCG for BCG to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

11. Modification. From time to time BCG may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and BCG subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

12. Exclusions from Scope. By way of illustration and not limitation, unless specifically included in the Scope, BCG has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

13. Limits of Scope.

(a) Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by BCG or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to BCG design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client’s responsibility.

(b) Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect BCG’s judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that BCG has no control over contractors as to cost, timing,

or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.

(c) Construction Means and Methods. Client agrees that BCG does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.

(d) Shop Drawing Review. If specifically included in the Scope, BCG shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. BCG's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.

(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests BCG to either expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by BCG as hourly rate services under Section 14 below.

(f) Building Plan Coordination. If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to BCG by such date and in such state as BCG reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to BCG, BCG may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to BCG plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.

14. Fees by Hourly Rate Schedule. If Client requests BCG to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate BCG for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, BCG may, by giving notice to Client, revise its Hourly Rate Schedule once each calendar year, but no sooner than twelve (12) months after the date of the Proposal.

15. Covenants Benefiting Third-Parties. BCG and Client acknowledge that from time to time third-parties may request BCG to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of BCG's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at BCG's discretion, and, if BCG decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to BCG, at BCG's discretion.

16. Assignment. This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, BCG may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, BCG may assign its right to receive payments under this Agreement.

17. Termination. Either party may terminate the provision of further services by BCG under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by BCG under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay BCG for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) BCG shall have the right to withhold from Client the use or possession of Work Product prepared by BCG for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by BCG resulted from a material breach by Client, BCG shall have the right to withdraw any Work Product or other documents

filed with any governmental agency by BCG in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute BCG's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

18. Miscellaneous. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

19. Notices. Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given: (a) when received when given in person or by a courier or a courier service; (b) on the date of transmission (or the next business day if the date of transmission is not a business day) if sent by facsimile; or (c) five business days after being deposited in the mail, certified or registered postage prepaid.

If to Client, notice shall be addressed to the individual signing this Agreement at the address, facsimile number, or e-mail address noted on the Proposal.

If to BCG, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group, Ltd.
3863 Centerview Drive, Suite 300
Chantilly, Virginia 20151
Attn: Robert A. Hickey
Facsimile number: (703) 481-1490
Email: rhipkey@bowmanconsulting.com

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.