

ATTACHMENT A

These standard terms and conditions are incorporated by reference into the foregoing between GJB Engineering, Inc. ("GJB") and its ("Client") for the performance of engineering, surveying, planning or other professional services ("GJB Services"). These standard terms and conditions are fully binding upon the client just as if they were fully set forth in the body of the Agreement and shall supersede any term or provision elsewhere in the Agreement in conflict therewith.

1. This proposal must be accepted within 20 days and GJB reserves the right to withdraw the proposal prior to execution by the client. In the event this proposal is properly executed, the signed proposal and its attachments constitute the entire agreement between the parties ("Agreement"). The proposal and these terms and conditions shall also hold even if the client has not returned an executed copy, but has indicated that they expect GJB to begin work, and receives work from GJB per this proposal.
2. GJB, for the fee agreed to, shall only be obligated to perform those services expressly described in this Agreement. Client shall inform GJB of any special criteria or requirements related to GJB Services and shall furnish GJB with all existing information related to such services. GJB shall not be responsible for errors or omissions or additional costs arising out of its reliance upon such information furnished by the client, other engineering firm or governmental agency.
3. It is assumed that the client may orally modify this contract to add services, modify the scope of services or make decisions relating to the services.
4. The client acknowledges that GJB has a proprietary right in all work produced for the client and that documents and other information shall not be provided to third persons unless a written authorization is first obtained from GJB or unless, by clear implication from the circumstances, such work was intended by client and GJB to be furnished to third persons.
5. In the event that the client requests GJB to perform services not specifically described in the Agreement, the client agrees to compensate GJB for such services in accordance with Attachment B. Rates are subject to annual revision at the discretion of GJB on the anniversary date noted on the attachment.
6. Construction cost estimate information is for budgeting purposes only and is not intended as a bid estimate. GJB assumes no responsibility for any cost estimates given to the client as GJB has no control over the cost of labor, materials, equipment, or services furnished by others or over competitive bids or market conditions.
7. Client shall reimburse GJB for expenses incurred as a result of a request of the client which are not normally associated with routine performance of the contract scope including but not limited to courier fees and overnight mail.
8. Payment of all invoices is due prior to the submission or transmission of the plans or applications to the client or client's representative or upon receipt, at the sole discretion of GJB Engineering, Inc. GJB has the right to suspend or terminate services if overdue invoices are not paid and has the right to initiate proceedings against Client to recover amounts owed by Client. GJB may withhold information should invoices remain unpaid. If Client does not give GJB adequate notice disputing an invoice within 10 days of invoice date, the invoice shall be deemed correct. A finance charge of 1.5% per month and late fee of 10% of the invoice amount will be assessed on invoice balance when payment in full is not received by GJB within 30 days of issuance date affixed on invoice. An additional 10% will be charged at 60 days past due. Checks that are not honored by banks are not considered 'payment' for the purposes of this paragraph.
9. Client shall immediately inform GJB of personnel changes within the client's organization and of any defect in the final work submitted by GJB. GJB shall not be responsible for adverse consequences arising from the client's failure to provide accurate or timely information regarding the above.
10. Any meetings with the client once the Agreement is in force shall be provided by GJB on an hourly basis in accordance with Attachment B, unless otherwise specified within the proposal.

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11. Client releases GJB (and its subcontractors) from and waives any and all claims unless the client strictly complies with the following, of which time is of the essence:
 - a. Client shall notify GJB, by certified mail, within 10 days of discovering the fact that it may have a claim against GJB.
 - b. If GJB accepts the claim, GJB shall have reasonable time to cure the defect, error or omission and this shall be the client's sole remedy.
 - c. If GJB rejects the claim, GJB shall notify the client within 30 days of receipt of the notice in (a.) above. Client shall, within 30 days, furnish GJB with an opinion from a recognized expert in the appropriate discipline, corroborating the client's claim that GJB committed an error or omission, and establishing that the error or omission arose from the failure to use the degree of care ordinarily used by professionals in that discipline in the Commonwealth of Virginia. Upon receipt of such opinion, GJB shall have sixty days to reevaluate the claim made by the client.

Should the client fail to comply with any of the above conditions, then such claim shall forever be barred and extinguished.

12. In the event the client desires premature termination of this agreement, client shall immediately pay for all services rendered through the date of receipt of the notice.
13. All claims, disputes and other matters in question between the parties to this Agreement shall be arbitrated in accordance with the standards of the American Arbitration Association.
14. This Agreement shall be interpreted under and governed by the laws of the Commonwealth of Virginia.
15. The liability of GJB for any loss to the client caused in whole or in part by an error or omission of GJB shall be limited to the amount of fees theretofore paid GJB by the client for such services.
16. The client shall pay GJB's attorney's fees should the client file a claim that is not upheld or is barred. Additionally, the client shall reimburse GJB for all attorneys' fees related to collection of past due invoices and compensation.
17. If part of this Agreement is held, by a court of competent jurisdiction, to be invalid, then the entire Agreement shall not be void, but modified to function as though the invalid part did not exist.

Should the client have any questions regarding the above conditions or wish to modify any of these sections, please contact GJB Engineering, Inc. at 703-541-2000.

