

Billing Policy and General Terms & Conditions

Because Williams & Associates is a full-service company dedicated to providing the best possible service to our clients, we have two methods of billing. It will be up to Williams & Associates and the client to determine the billing method that best fits the individual project. What follows is a brief explanation of both the quoted fee contract and the hourly billing method, as well as an outline of our overall billing and contract policies.

- **Quoted Fee Contract**

When the scope of work is well defined, Williams & Associates will provide the client with a contract and a definite price for the overall project. The contract will include a description of each facet of the project and the services Williams & Associates will provide. Any services that Williams & Associates provides that are not specifically defined within the contract will be billed at the current hourly rates.

- **Hourly Billing**

Hourly billing rates will be utilized by Williams & Associates in all cases where the scope of services for a project is not well defined. Typical hourly rates will be used during the data collection and conceptual phase of the project. Williams and Associates tracks time spent by project and specific task in fifteen minute intervals. The following is a summary of the current billing rates by employee classification beginning June 1, 2007.

- Hourly Rates – June 2007 thru May 2008

| | |
|--------------------------|----------|
| Principal | \$140.00 |
| Partner / Director | \$110.00 |
| Project Manager (2) | \$100.00 |
| Project Manager (1) | \$90.00 |
| Civil Engineer (4) | \$110.00 |
| Civil Engineer (3) | \$100.00 |
| Civil Engineer (2) | \$85.00 |
| Civil Engineer (1) | \$75.00 |
| Engineer In Training (5) | \$95.00 |
| Engineer In Training (4) | \$85.00 |
| Engineer In Training (3) | \$75.00 |
| Engineer In Training (2) | \$65.00 |
| Engineer In Training (1) | \$55.00 |
| Certified Planner | \$95.00 |
| Senior Planner | \$75.00 |
| Planner | \$65.00 |
| Landscape Architect (3) | \$85.00 |
| Landscape Architect (2) | \$75.00 |
| Landscape Architect (1) | \$65.00 |
| Design Associate (4) | \$75.00 |
| Design Associate (3) | \$65.00 |
| Design Associate (2) | \$55.00 |

| | |
|-----------------------------|---------|
| Design Associate (1) | \$45.00 |
| Technician (3) | \$55.00 |
| Technician (2) | \$45.00 |
| Technician (1) | \$35.00 |
| Intern (2) | \$50.00 |
| Intern (1) | \$40.00 |
| Secretarial/Clerical/Intern | \$40.00 |

Williams & Associates reserves the right to adjust the hourly billing rates on a yearly basis. Rates will be reviewed in May of each year and new rates will be applied beginning on June 1st, changes will be reflected on the June bills for each project. Changes will also be posted on the website June 1st of each year. Should new employee classifications be added throughout the year the changes will be reflected on this website as soon as possible.

**General Terms and Conditions
Between Client and Williams & Associates, P.C.**

GENERAL

1. *Cooperation and client's obligations.* Client agrees to cooperate and to give all reasonable assistance to Williams & Associates, P.C. in providing information and access to resources for expediting services to be performed on this project. Client shall provide Williams & Associates, P.C. with a program that sets forth Client's objectives, schedule, a project budget, and other criteria necessary for Williams & Associates, P.C. to perform the professional services. Client shall designate a representative to act on behalf of Client.
Client shall engage the services of all specialty consultants and engineers deemed necessary by Williams & Associates, P.C. to complete the professional services. Client shall provide for testing or provide existing evidence that the site is clear of hazardous materials.
2. *Ownership of documents.* All sketches, drawings, tracings, computations, notes, reports, plans, and other original documents are instruments of service and shall remain the property of Williams & Associates, P.C. subject to requirements of public agencies. These instruments of service are to be used solely for this specific project. Williams & Associates, P.C. shall retain all legal rights and use of the instruments of service and shall retain full protection under U.S. copyright law. The Client, at their option and expense may obtain reproducible copies of all plans for their file, provided all fees associated with the requested material have been paid and all bills are current.
3. *Timeliness.* All terms of the letter agreement and this addendum shall be performed in a timely manner. Williams & Associates, P.C. shall not be responsible, however, for delays in performance caused by Client, or any of Client's agent or employees or any other avoidable delays or causes beyond the reasonable control of Williams & Associates, P.C. If Williams & Associates, P.C. is delayed at any time by any of the foregoing events, then the time of completion shall be extended for period equal to the number of days the work has been prevented, interrupted, or delayed. If the interruption is in excess of ninety (90) days, Williams & Associates, P.C. will charge an additional fee of 30 percent of the total fee for the restart-up of the project.
4. *Professional services liability.* Williams & Associates', P.C. responsibilities in performing services hereunder shall be limited to the scope of services to be performed as set forth in the agreement, and Williams & Associates, P.C. its agents, and/or employees, shall have no liability of any kind to Client, its agent or any persons having contractual relationships with Client for any acts, errors, and omissions of Williams & Associates, P.C., its agents, and employees, which does not fall within the scope of work and scope of services to be performed. Client further agrees to limit Williams & Associates', P.C. liability to Client due to Williams & Associates', P.C. negligent acts, errors, or omissions, such that the total aggregate liability of Williams & Associates, shall not exceed the total costs of the aspects of project construction which are the direct responsibility of Williams and

Associates, P.C. as are expressed, either written or implied in this contract. Any claims filed by Client against Williams & Associates, P.C. for acts, error and omissions arising out of or relating to this agreement, shall be filed within eleven months from the date services were last performed by Williams & Associates, P.C. for the Client under this agreement. Failure to comply with this limitation shall bar any right of action Client has against Williams & Associates, P.C.

5. *Cancellation.* This agreement may be cancelled by Williams & Associates, P.C. if Client has become delinquent in the payment of amounts due Williams & Associates, P.C. hereunder over ninety (90) days. This agreement may also be cancelled by Williams & Associates, P.C. or Client, with or without cause. In either instance, the canceling party shall give seven (7) days written notice prior to termination and specify the date of termination. In the event of cancellation, Williams & Associates, P.C. shall be paid for services rendered and costs incurred hereunder through the date of cancellation including the costs of terminating the work.
6. *Warranties.*
 - A. Williams & Associates, P.C. makes no representations concerning soil conditions unless specifically included in this agreement and is not responsible for the accuracy nor any liability that may arise out of the use of information furnished by Client, its agents, or other persons with whom Client has contracted, including but not limited to plans, specifications, reports, or any other data.
 - B. Williams & Associates, P.C. warrants that its services will be performed with the usual standard of care practiced by landscape architects.
 - C. No other warranty or representation, either expressed or implied, is included or intended in Williams & Associates', P.C. proposals, contracts, plans, surveys, or reports, either written or oral.
7. *Additional or extended services.* Other services available from Williams & Associates, P.C. and applicable to the project have been discussed with Client. Where Williams & Associates, P.C. has deemed a service to be needed or advisable, Williams & Associates, P.C. has made its opinion known to Client, and Client has confirmed his opinion that the services are not requested of Williams & Associates, P.C. or Client has made arrangements to obtain those services from a source other than Williams & Associates, P.C. The additional or excluded services are itemized in the agreement.
8. *Invalid provisions.* Any provision that shall prove to be invalid, void, or illegal shall in no way effect, impair, or invalidate any other provision of this agreement, and such other provisions shall remain in full force and effect. In the event of any dispute, venue shall be the Superior Court in and for Oconee County, Georgia, United States of America, and services of process of a legal document against Client shall be effective seventy-two (72) hours after depositing in the United States of America Certified Mail, return receipt requested, postage prepaid.
9. *The laws of the State of Georgia* shall govern the validity, performance, and enforcement of this agreement.
10. *Dispute resolution.* In the event of a dispute arising out of the terms hereunder, the dispute shall be resolved through formal mediation.
11. *Assignment.* This agreement shall not be assigned by either party without prior written consent of the non-assigning party.
12. *Agreement.* This agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
13. *Authority to enter into agreement.* Each party represents by signing this agreement that they have the authority to enter into the same and bind each and every party, their heirs, successors, assigns, fellow beneficiaries in trust, and/or partners, to the terms and conditions as herein set forth.
14. *Opinion of probable construction costs.* In providing an opinion of the probable construction cost, Client understands that Williams & Associates, P.C. has no control over the contractor's method of pricing nor the cost of labor, equipment, or materials. The opinion of probable construction costs provided by Williams & Associates, P.C. under the terms of this contract is made on the basis of Williams & Associates', P.C. professional qualifications and experience. Williams & Associates, P.C. makes no warranty, expressed or implied, as to the accuracy of its opinion of probable construction costs as compared to bids or actual costs.
15. *Publicity.* Client agrees to include Williams & Associates', P.C. name on the job sign at the construction site and in any publication or press coverage relating to Williams & Associates', P.C. work.

Payment

1. *Statements* will be issued every four (4) weeks, are due and payable upon receipt and shall be deemed delinquent after thirty (30) days from the date of the initial statement. If statements are not paid in full prior to delinquency, Client agrees to pay interest on the unpaid amount at the rate of 1.5 percent per month (annual percentage rate of 18 percent) from the delinquency date until paid in full. All payments received shall first be credited to the payment of delinquent interest and then to the principal balance due.
2. *Reimbursable expenses.* Client shall pay the cost of all reimbursable items such as charges, fees, permits, bond premiums, delivery charges, postage, fax transmissions, long-distance telephone calls, reproductions and copies, photographic enlargements and reductions, film processing and supplies, mileage, and any other charges and expenses not specifically covered by the foregoing. In the event that such reimbursable items are paid directly by Williams & Associates, P.C., then the charges and expenses shall be invoiced at the direct cost plus 10 percent for handling. Subconsultant and testing services arranged for, managed by, and paid by Williams & Associates, P.C. will also be invoiced at the direct cost plus 10 percent.
Client shall pay the cost of all expenses incurred for in-town and out-of-town travel required to perform the services in this agreement. Expenses shall be invoiced at their direct cost to Williams & Associates, P.C. Automobile mileage shall be invoiced at fifty-five cents (\$.55) per mile. Out-of-town travel shall be made at the request or concurrence of Client. Mileage expenses will be reviewed and adjusted as necessary on a yearly basis.
3. *Prompt payment.* Client shall promptly review invoices and notify Williams & Associates, P.C. of any objection thereto. In the event Client fails to notify Williams & Associates, P.C. of any objection, in writing, within ten (10) days of receipt of invoice, the invoice shall be deemed accepted by Client.
4. *Cost of living adjustment.* In the event the services hereunder are not completed within six (6) months from the date of this agreement, Williams & Associates, P.C. reserves the right to adjust its fee for the uncompleted portion of services to reflect any cost-of-living increases of wages or salaries to be paid by Williams & Associates, P.C. to its employees in the performance of this agreement.
5. *Collections.* If the services of an attorney at law are used to collect past due amounts, Client shall bear all costs of collection, including, but not limited to attorney's fees incurred or a fee of 15 percent of the outstanding balance, whichever is greater.
6. *Government changes.* In the event the City and/or Governmental requirements are amended or changed in any way after services have begun, the compensation quoted in the agreement will be subject to renegotiations.