



www.geomodel.com
Phone (703) 777-9788
Fax (703) 777-3814

November 9, 2018

Mr. Edward Lehmann
Trustee, Waterford Union of Churches Cemetery
PO Box 191
Waterford, VA 20197

RE: Proposal for a Ground Penetrating Radar (GPR) Survey at the Waterford Cemetery in Waterford, Virginia; Proposal 18061

Dear Mr. Lehmann,

GeoModel, Inc. is pleased to present this proposal to Waterford Union of Churches Cemetery for conducting a Ground Penetrating Radar (GPR) survey to locate graves at the Waterford Cemetery south of Fairfax Street, in Waterford, Virginia.

The GPR cemetery survey will be conducted using a GSSI radar digital computer control unit and a 400 megahertz (MHz) transducer. The system will be hand towed across the survey area. The depth of investigation of the 400 MHz transducer is 10 feet in sand and less in clay soils.

A licensed Professional with over 20 years of experience will be conducting the grave detection survey.

GPR transects will be made in parallel directions perpendicular to the grave orientation at appropriate interval spacing across the survey area. The grass should be mowed before the survey. Any heavy vegetation or obstacles should be cleared away prior to the survey.

Data Interpretation and Grave Marking

The ground penetrating radar (GPR) grave data will be interpreted in the field. Any anomalous GPR data representing graves will be marked on the ground with paint showing the axis of the grave and the length of the grave.

Cemetery personnel or a local surveyor can be retained by Waterford Union of Churches Cemetery to map the painted out graves with GPS or other mapping methods. The grass should not be mowed again until after the surveyor has mapped the painted out graves.

Mr. Edward Lehmann
Proposal No. 18061
November 9, 2018
Page Two

Costs

The cost for the GPR survey is \$ **1,900.00 for a half a day and \$2,900 for a full day**. This cost includes labor, equipment, interpretation, and marking any detected grave locations on the ground with paint.

The survey schedule depends on the availability of the GeoModel, Inc. field crew.

Payment

Payment of all costs is required immediately following completion of the **field survey** for the cemetery.

Limitations

The GPR data will be examined for anomalies that represent possible graves. The results of this survey will represent the best information that can be determined from the GPR data. Old graves are difficult, and sometimes impossible, to locate. Clay soils tend to attenuate GPR data, which limits the depth of investigation of the survey.

As with any remote sensing tools, the results of GPR surveys are, in part, interpretive. The survey is conducted using instrumentation considered in good working order and the interpretation provided uses our best judgments.

If you have any questions concerning this proposal, please give me a call.

Sincerely,



Matthew Turner, P.G.

This order is subject to terms herein, and General Terms and Conditions (attached).

GENERAL TERMS AND CONDITIONS

1. Term of Proposal: This proposal is valid for a period of thirty (30) days. After thirty (30) days, Consultant (GeoModel, Inc.) reserves the right to review the proposal and adjust the time of performance or fees. Either party may terminate this agreement upon ten (10) days prior written notice, provided, however, that if CLIENT terminates this agreement, it shall compensate Consultant for all work performed prior to actual receipt of notice and all of Consultant's costs and expenses incurred as a result of the termination. This proposal shall be subject to renegotiation if unreasonable delays are caused by CLIENT's failure to provide specified facilities or information or for force majeure events.

2. Billing and Payment: Except as specifically noted, Consultant's charges for services consist of a lump sum, cost per acre, or a cost based on an hourly fee for any professional staff member and the reimbursement of expenses and subcontractor charges. Invoices will be submitted for payment immediately upon completion of the field survey, and CLIENT agrees to pay such invoices on the day of completion of the field survey. If payment is not received within thirty (30) days, the amount due shall bear a service charge of 1 1/2% per month or the maximum permissible rate permitted under state law, whichever is less. All sums shall be paid without deduction or setoff of any kind whatsoever.

3. Disclosure of Information: CLIENT shall advise Consultant, upon execution of this agreement, and thereafter as necessary, of any hazardous substances or conditions existing on or about the site that may present a potential danger to human health, the environment, or equipment. CLIENT takes sole responsibility for reporting to any applicable governmental agency about the condition of the site or any discharges or hazards associated therewith, unless CLIENT has specifically instructed Consultant to do so and Consultant has acknowledged that responsibility to CLIENT in writing.

All documents, including but not limited to, drawings, specifications, reports, field notes, and laboratory test data prepared or delivered in accordance with this agreement shall be Consultant's sole property until paid for. CLIENT agrees that all such material furnished to CLIENT or CLIENT's agents, if not paid for, shall be promptly returned to Consultant on demand. No document prepared by Consultant under this agreement shall be reproduced, redistributed, or disclosed to any third party, for advertising or for any other purpose, without Consultant's prior written consent and referencing that the Consultant has conducted the work.

4. Insurance: Consultant shall maintain policies of insurance specified as follows: Worker's Compensation and Employer's Liability - \$1,000,000; Comprehensive General Liability - \$2,000,000 per occurrence; Automotive Liability - \$1,000,000 combined single limit; Professional Liability - \$1,000,000 each claim; Pollution Liability - \$1,000,000 each claim.

Upon mutual agreement of the parties, Consultant shall procure and maintain additional coverage of the same type(s) described above or furnish a bond to the CLIENT in lieu of such additional coverage. Additional premiums and costs incurred in connection with obtaining such additional coverage or bonding shall be borne solely by the CLIENT as an additional expense and cost of the services provided under this agreement.

5. Limitations of Liability: CLIENT specifically acknowledges that Consultant has neither created nor contributed to the existence of any type of hazardous or toxic waste, material, or substance or any other type of environmental hazard or pollution on or about the site and that the compensation to be paid to Consultant hereunder is not commensurate with, and has not been calculated by reference to, the potential risk or injury or loss which may be caused by the exposure of persons or properties to such substances or conditions. In consideration thereof, CLIENT agrees as follows:

CLIENT agrees to limit Consultant's liability to CLIENT or to any third party arising from negligent professional acts, errors or omissions, or any other acts, or for any damages based in contract, or for any other cause of action whatsoever, such that Consultant's total aggregate liability shall not exceed Consultant's total fee, and CLIENT hereby forever releases and discharges Consultant, its officers, principals, employees, and agents from any liability for losses or damage in excess of such amount. All such claims shall be deemed waived unless made by CLIENT in writing and received by Consultant within one year after completion of the services with respect to which the claim is made. Notwithstanding any other provisions contained herein to the contrary, in no event shall Consultant be responsible for any incidental, indirect, or consequential damages (including loss of profits) incurred by CLIENT or any third party as a result of Consultant's performance or non-performance of this agreement or by application or use of reports or other work prepared or performed hereunder.

Consultant shall not be liable for any property damage or bodily injury arising from damage to or interference with surface or subsurface structures at or about the site (including, without limitation, pipes, tanks, cables, etc.) which are not called to Consultant's attention in writing and correctly shown on any plans furnished by CLIENT to Consultant in connection with the work performed hereunder. CLIENT acknowledges that the use of exploration and test equipment may unavoidably alter, affect, or damage the terrain, subsurface, improvements, or fixtures in or upon the site, and Consultant shall have no liability for any such effect, alteration, or damage thereto. CLIENT assumes responsibility for site access.

CLIENT further agrees to indemnify and hold Consultant (including its officers, directors, employees, and agents) harmless from and against any and all losses, damages, liabilities, and expenses, fines, penalties, court costs, and costs of defense, including without limitation, reasonable attorneys' fees, resulting from or arising out of (a) any negligent or willful misconduct of CLIENT, (b) any breach by CLIENT of any warranties or other provisions hereunder, (c) any non-conforming waste or hazardous substance or discrepancies in any manifest as defined in applicable regulations, (d) any conditions existing at the site prior to the arrival of Consultant of which Consultant had no actual knowledge and over which Consultant had no control, or (e) CLIENT's violation of any applicable law or regulation relating to the handling of hazardous substances, waste or constituents.

6. Indemnification of CLIENT: Consultant shall indemnify CLIENT for any loss or damage actually sustained and incurred by the CLIENT, or for which the CLIENT is legally liable, which is caused solely by (a) acts, errors, or omissions of Consultant, including its officers, directors, employees, and agents, (b) a material breach by Consultant of warranties hereunder, or (c) failure of Consultant to comply in material respects with applicable laws or regulations relating to services undertaken hereunder which constitute the gross negligence or willful misconduct of Consultant.

7. Force Majeure: Whenever a period of time is herein prescribed for action to be taken by either party, that party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, theft, fire, public enemy, injunction, insurrection, court order, requisition of other governmental body or authority, war, governmental laws, regulations or restrictions, or any other causes of any kind whatsoever which are beyond the control of that party.

8. Arbitration Clause: If any controversy or claim arises out of or relates to this contract, or breach thereof, and if said dispute cannot be settled through negotiation, the parties shall submit to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Association of Arbitrators (AAA), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

9. Severability: Each covenant and agreement contained herein shall be construed to be separate and independent from any other covenant or agreement and the breach of any covenant or agreement by either party shall not discharge or relieve the other party from any of its obligations hereunder. If any provision of this agreement is held to be invalid, such holding shall not invalidate or affect any other provisions of this agreement.

10. Miscellaneous: This agreement contains the entire agreement of the parties and no agreement, unless incorporated herein in writing, shall be binding upon the parties. This agreement shall be binding upon and its benefits and advantages shall inure to the successors and assigns of the parties, provided, however, CLIENT may not assign this agreement without the prior written consent of Consultant. This agreement shall be governed in all respects by the Laws of the State of Virginia. No promise, representation, warranty or covenant not included herein and in the proposal has been, or is relied upon by either party. In the event of a breach of any term or provision hereof, the prevailing party shall, in addition to any other remedies sought, be entitled to reasonable attorney's fees and costs (including fees and costs on appeal, in administrative or bankruptcy proceedings). CLIENT agrees that Consultant has the authority to use its name as CLIENT, along with a description of the work performed, as a reference for future clients.

ACCEPTED BY: Legal Name of Firm: _____
Authorizing Individual: _____
Authorized Signature: _____
Date: _____