

[Name]  
[Address]  
[City, State, Zip Code]  
[Telephone]

## GENERAL TERMS AND CONDITIONS

All time, including travel hours, spent on the project by professional, technical, and clerical personnel will be billed. The following approximate ranges of hourly rates for various categories are currently in effect:

Category	Hourly Rate
Senior Consultant	\$95.00 - \$105.00
Staff Consultant	\$85.00 - \$ 95.00
Junior Consultant	\$75.00 - \$ 80.00
Staff Analyst	\$55.00 - \$ 60.00
Staff Technician	\$45.00 - \$ 50.00
Technical Typist	\$25.00 - \$ 30.00

Hourly rates will be adjusted semi-annually to reflect changes in the cost of living index as published by the United States Department of Labor. If overtime for non-professional personnel is required, the premium differential is charged at direct cost to the project. Unless otherwise state, any cost estimate presented in our proposal is for budgetary purposes only and is not a fixed lump-sum bid. The client will be notified when 75 percent of any budget figure is reached, and the budget figure will not be exceeded without prior authorization from the client.

### Reimbursable Expenses

The following expenses will be billed at direct cost plus 10 percent:

- a. Travel expenses necessary for the execution of the project including airfares, rental vehicles, and highway mileage in company or personal vehicles at 20 cents per mile. Air travel will be by economy class; except between the hours of 11:00 p.m. and 6:00 a.m. and when economy class service is not regularly available.
- b. Telephone and telegraph charges.
- c. Postage.
- d. Printing and reproduction.

- e. Computer services.
- f. Other expenses directly attributable to the project.

Subcontracts will be billable at cost plus 20 percent.

#### Invoices and Payments

Invoices will be submitted monthly and payment is due with 30 days of date of invoice. A one and one-half percent per month service charge will be added to all delinquent accounts. In the event [name of consultant] shall be successful in any suit for damage for breach of this agreement including non-payment of invoices, or to enforce this agreement, or to enjoin the other party from violating this agreement, [name of consultant] shall be entitled to recover as part of its damages its reasonable legal costs and expenses for bringing and maintaining any such action.

Rates for foreign contracts are negotiable and the above rates do not apply.

#### Warranty

Our professional services will be performed, our findings obtained, and our recommendations prepared in accordance with generally and currently accepted educational consulting principles and practices. This warranty is in lieu of all other warranties either expressed or implied.

#### Limitation of Professional Liability

The client agrees to limit any and all liability or claim for damages, cost of defense, or expenses to be levied against [name of consultant] to a sum not to exceed \$10,000, or the amount of our fee, whichever is less, on account of any error, omission, or professional negligence.