

site plans. Any proposed gas, electric and telephone drawings provided to our office (lines outside the surrounding building) will be added to our plans. Not included in this survey is the use of detectors, subsurface excavation or recovery and opening of utility features which are welded or not accessible for either security reasons or require use of special tools not readily available to the general public.

2. Field Investigation and Additional Recommendations\$2,500

VIKA Capitol, LLC will conduct a field investigation in coordination with Department of Parks and Recreation to review site features and current recommendations. Upon review VIKA Capitol will propose any additional recommendations that come out of the review of the field data.

3. Community Outreach \$3,200

VIKA Capitol, LLC will prepare presentation materials and attend two (2) community meetings to discuss the proposed improvements and document community feedback.

4. Demolition Plan.....\$1,500

Our staff will prepare a Site Demolition Plan identifying the existing features on the site to be removed or abandoned. If necessary, the plan will specify the method of abandoning all existing utilities.

5. Site and Utility Plan.....\$6,000

Our staff will prepare a detailed final site plan for the park improvements, and will include all civil engineering related items. These will include sidewalks, and utility connections, along with the necessary computations, details and profiles. This line item also includes coordination with your staff, the contractor, and your MEP Engineers. This line item does not include any off site water main or sewer extensions that DC Water may require for the site.

6. Sediment Erosion and Control Plan\$2,500

A Sediment and Erosion Control Plan will be prepared by our office. To show the temporary construction techniques to be employed during the construction process, in an appropriate sequence, to insure that adjacent properties are not damaged by erosion or siltation from this site. This plan will be submitted (by your permit processor) to the City with the site plan package for approval.

7. Landscape Plan\$3,200

VIKA Capitol will prepare a landscape plan utilizing primarily native plants for the site.



8. Grading Plan\$3,200

A detailed site grading plan for the park will be prepared in coordination with your office and the Department of Parks and Recreation.

9. Soil Management Plan.....\$3,300

VIKA Capitol, LLC will prepare a soil management plan for the site based on current soil conditions and recommendations.

10. Hardscape Plan\$3,000

VIKA Capitol, LLC will prepare a hardscape plan for any improvements associated with the review of the site conditions and citizen and Department of Parks and Recreation comments.

11. Stormwater Management\$6,000

Our staff will design on-site stormwater management facilities in accordance with the current requirements of the District of Columbia's Department of the Environment (DC DOE). This line item includes our fee for that design, with structural details by others. This fee includes coordinating the SWM covenants with DC OAG and DOE.

12. Dry Utility CoordinationHourly, Budget \$1,500

VIKA Capitol, LLC will coordinate with your office, the site contractor, Verizon, Pepco and Washington Gas to identify or relocate any existing facilities within the project area. In addition, the services to the building will be coordinated. VIKA Capitol, LLC will not be providing the design, size, or location of these services. This information will be provided to VIKA Capitol, LLC by your office, dry utility consultant or the site contractor. We will incorporate their design into the civil construction documents.

13. Plan Approval Processing & Meetings..... Hourly, Budget \$4,000

It is understood that your office or your Permit Expeditor will be processing all building and site related permits. Under this line item, we will be available for assistance/consultation related to our plans and will assist in processing our plans for approval. This will include: Our office will provide plans to the Permit Expeditor for their submission of the Soil Erosion/Sediment Control Plan and Stormwater Management Plan through the District Department of the Environment (DDOE). Our staff will then track the review process and resubmit directly to DDOE for final approval to address any comments that may arise during their review. Once the plans have been approved by DDOE, the Permit Expeditor will retrieve the approved plans and further process them for Permit through DCRA (pay review fees and record SWM Covenant);



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Under this line item, our staff will also attend all required project coordination meetings with you and your consultants, as well as with the public agency review staff, on an hourly basis.

14. Building Plat..... \$1,500

VIKA CAPITOL, LLC will draw the building on the DC building plat that is ordered from the Office of Surveyor for the District of Columbia by your permit processor. This plat is required as part of the building permit submission.

CONSTRUCTION ADMINISTRATION

15. Stormwater Management As-Built.....\$3,500

VIKA Capitol, LLC will as-built the new SWM structure. This as-built will not serve as a wall check. A wall check will need to be provided by a DC Surveyor registered by the District to provide wall checks. We will also prepare the SWM Certification to be submitted to DDOE. This fee includes a one-time field survey to be scheduled with the Contractor after the SWM vault has been completed and pumped dry as needed. Horizontal and vertical survey control in the appropriate project datum must be provided to VIKA Capitol, LLC. Any additional visits necessary for field verification or measurements due to the SWM structure not being completed at the time of the first visit will be billed as an additional service.

**16. Construction Administration / RFI's and Shop Drawing Review.....
Hourly, Budget \$2,500**

Under this line item, our staff will review the Division 2 related shop drawings and RFI's and provide appropriate responses to the contractor through your office. Our staff will also provide construction administration services to include site visits and reports, design sketches, etc. Due to the uncertainty as to the level of effort that will be required from our staff, we propose to provide the services for this line item on an hourly budget basis.

REIMBURSEABLES

17. Printing, Plotting, Messenger & Reimbursables Per Rate Schedule

Included in the above lump sum line items and our corporate overheads are a reasonable amount of all coordination prints and paper or vellum CADD coordination plots between our firm, your staff and other design consultants. Not included in our overhead is messengering plans prepared by us to the appropriate reviewing agencies, nor picking them up after they have been reviewed for comment. Any other printing, CADD plotting and any messenger services that you might require will be invoiced according to our current rate schedule for such services. These would include record drawings, mylar CADD plottings or disks, as well as any messenger services required by



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the client. Printing and record copy fees charged to VIKa Capitol by utility companies will be billed as a direct cost to this line item.

All transportation fees associated with attending requested meetings, site visits, and Hearings will be paid by the client at direct cost. These costs include parking fees and Metro fares. In addition, any additional fees paid by VIKa Capitol on behalf of the client will be billed to the client at direct cost.

FEES

Total Lump Sum \$52,200
Total Hourly, Budget Sum \$8,000
Reimbursable.....Per Rate Schedule

TOTAL..... \$60,200
(Total Does Not Include Line Item #17)

ADD ALTERNATE FEES

1. Geotechnical Services \$19,500

VIKA Capitol will contract with Geotechnical firm to provide a review of the original findings and conduct additional infiltration and test pits. In addition soil specifications for the proposed site will be provided.

EXTRA WORK

Any work required in addition to that outlined above will be billed on an hourly basis according to our current rate schedule shown below, or a negotiated lump sum fee. Extra work will include, but not be limited to the following:

- floodplain studies
- signalization plans
- traffic control plans
- off-site utility plans
- permit acquisition with DDOT
- design of Verizon and PEPCO facilities
- gas line design
- structural design of retaining walls
- wetland studies
- CBPO coordination
- condominium plats
- construction stakeout
- construction management
- temporary parking studies/plans
- revisions or changes as requested by the owner or architect after final submission
- revisions necessitated by a change in the approving agencies' codes, policies or guidelines



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- off-site storm sewer, waterline, road, or sanitary sewer design, plats or plans, not specifically listed above
- geotechnical engineering, materials testing, soil borings or analysis, location of underground utilities
- update of topography
- plan review fees
- recordation fees
- preparation of an environmental site assessment
- design or computation revisions due to amendments/changes in regulatory criteria
- any wetlands or hazardous materials delineation, review, analysis, design or coordination with state or Federal agencies
- street signage or pavement marking plan
- test pit stakeout
- landscape wall design and permitting
- sanitary sewer capacity or water model analysis
- bond updates
- acoustical engineering or archeological studies
- culvert analysis, or design to provide adequate outfall
- any proffer interpretation requests or exhibits
- FAA coordination/approval
- Coordination with the office of the DC Surveyor or a registered DC surveyor to prepare a wallcheck survey as required by the DC Code in advance of placing concrete associated with the foundation.

Any work required, in addition to that as outlined above, will be billed on an hourly basis according to our current rate schedule (Attachment "A") or a negotiated lump sum fee. These rates will remain in effect for one (1) year following the date of this proposal, after which time they may be adjusted to reflect our current labor and overhead costs. Extra work will include, but is not necessarily limited to: wetlands surveys, as-builts, changes in the scope of services and/or revisions as requested by the Owner.


We look forward to working with you on this project. If this proposal and the enclosed Attachments A & B, dated April 2014, are acceptable and outline our complete agreement, please signify your acceptance by signing in the space provided and returning a copy to our office. This document and Attachments A & B, dated April 2014 will then constitute our complete agreement.

Thank you for the opportunity to present this proposal.

Sincerely,
VIKA CAPITOL, LLC


Shawn Frost, CLAs, LEED AP
Senior Associate

Approved by,
VIKA CAPITOL, LLC


Kyle U. Oliver, PE
President

SF / rafs

Enclosures: Attachments A & B, dated April 2014

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ACCEPTANCE

We, **Leftwich & Ludaway, LLC**, in consideration of the terms and conditions of this proposal which are fully set forth herein, including Attachments A and B, dated April 2014, do hereby accept these documents as our complete agreement.

ACCEPTED BY: _____ DATE: _____
(SIGNATURE)

PRINT NAME: _____ TITLE: _____



The following is a listing of VIKA's professional services rates for professional, messenger, and reprographic services. These rates will remain in effect for one (1) year following the date of the contract, after which time they may be adjusted to reflect our current labor and overhead costs.

PROFESSIONAL SERVICES

Expert Research & Testimony	
Principal	
Principal Associate	
District of Columbia Registered Surveyor	
Director of Planning / Landscape Architecture	
Senior Associate	
Associate	
Senior Project Planner	
Senior Project Manager	
Project Manager	
Assistant Project Manager	
LIDAR / Scanner Project Manager	
Senior Engineer/LA/Planner/Surveyor	
Project Engineer/LA/Planner/Surveyor	
Design Engineer/LA/Planner/Survey Technician	
Senior CADD Designer	
CADD Designer	
Senior Administrative Assistant	
Administrative Assistant	
Survey Crew	
GPS Crew	
LIDAR / Scanner Crew	
LIDAR / Hazard Scanner Crew	
2 Man Survey Night Crew	
3 Man Survey Night Crew	
1 Man Disaster / Hazard Survey Crew (Robotic)	
2 Man Disaster / Hazard Survey Crew	
3 Man Disaster / Hazard Survey Crew	
Certified Arborist	
LEED Consultant	
DUE 1, Dry Utility Engineering Manager	
DUE 2, Dry Utility Project Manager (UPM)	
DUE 3, Dry Utility Designer / CADD	
DUE 4, Dry Utility Administrative Assistant	
DUE 5, Dry Utility Project Principal / Electrical P.E.	

REPROGRAPHIC SERVICES**PRINT CHARGES FOR LARGE FORMAT DOCUMENTS (cost per square foot)**

CAD Plot / Copy - B/W on Bond	
CAD Plot / Copy - B/W or Color on Ink Jet Bond	
CAD Plot / Copy - B/W or Color on Ink Jet Mylar	
CAD Plot / Copy - Color graphic images on Ink Jet Bond	
CAD Plot / Copy - Color graphic images on Ink Jet Glossy Presentation	

PRINT CHARGES FOR DOCUMENTS UP TO 11" X 17" (cost per page)

Digital Laser Print - B&W and Color.	
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SCANNING CHARGES (cost per square foot)

Scan to File B/W.	
Scan to File Color.	

MOUNTING (cost per square foot)

Foam Core	
Gator Board	

FOLDING (cost per square foot)

Folding Bond prints.	
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MESSENGER AND OTHER SERVICES

Messenger service, filing fees, and reprographic services not listed above will be billed at cost plus 10%.

Printing and record copy fees charged to VIKA Capitol by utility companies will be billed as a direct cost to the client.



These Standard Terms and Conditions are incorporated into the foregoing agreement or proposal (the "Agreement") between VIKA Capitol, LLC. (VIKA Capitol) and its client ("Client") for the performance of engineering, surveying, planning and/or landscape architectural services ("VIKA Capitol Services"). These Standard Terms and Conditions are fully binding upon client just as if they were fully set forth in the body of the Agreement.

1. PERIOD OF OFFER

Any proposal by VIKA Capitol to provide professional services must be accepted within ninety (90) days of the date of the proposal. This ninety (90) day period may only be extended if VIKA Capitol agrees in writing. Additionally, VIKA Capitol shall have the option of canceling a VIKA Capitol proposal at any time prior to the original or extended expiration date of the proposal as long as there is no fully executed Agreement in effect at the time of such cancellation. In the event a Client accepts a VIKA Capitol proposal by executing and delivering either the signed original or copy to VIKA Capitol, the signed VIKA Capitol proposal and the attachments expressly incorporated therein by reference shall constitute the entire agreement between the parties ("Agreement").

The proposal and these terms and conditions shall also apply even if the Client has not returned an executed copy but has indicated that he expects VIKA Capitol to begin work, and receives work from VIKA Capitol performed in accordance with this Agreement.

2. SCOPE OF AGREEMENT

VIKA Capitol, for the fee noted in the Agreement, shall only be obligated to perform those services expressly described in the Scope of Services. In no event does VIKA Capitol agree to perform any of the following services:

- a. To certify as to the correctness of any document which was prepared by another entity.
- b. To be responsible for the correctness of any drawings prepared by VIKA Capitol unless it is properly sealed by a professional currently employed by VIKA Capitol.
- c. To provide legal, accounting, insurance, or other consulting services not listed in VIKA Capitol's current brochure.
- d. To assure Client of favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- e. To assure Client that consulting services pertaining to off-site considerations or requirements take into account circumstances other than those clearly visible and known from on-site work.
- f. To furnish or certify to the actual location (or characteristics) of any portion of a utility which is not visible from the surface.
- g. Geotechnical consulting services.
- h. Wetlands and/or environmental services.

Client shall also inform VIKA Capitol of any special criteria or requirements related to VIKA Capitol's Services and shall furnish VIKA Capitol with all available existing information, including reports, plans, drawings, surveys, deeds, and other documents related to VIKA Capitol's Services. VIKA Capitol shall not be responsible for errors, omissions or additional costs arising out of its reliance upon such information or materials furnished by Client.

3. REIMBURSABLE EXPENSES

Unless otherwise specified in the contract, client shall reimburse VIKA Capitol for all expenses, necessarily or reasonably, incurred by VIKA Capitol in connection with the performance of professional services for Client, plus ten percent (10%), except for printing services, which will be reimbursed in accordance with Attachment A. Such expenses may include, but are not limited to, the following: transportation expenses; messenger services; meals and lodging in connection with travel; long distance telephone charges; data processing expenses; extraordinary computer expenses; photographic expenses; filing and inspection fees paid by VIKA Capitol on behalf of Client to appropriate regulatory agencies; additional insurance coverage requested by Client; overtime required by Client; renderings and models; the cost of obtaining bids or proposals from other contractors or consultants when done at the request of Client; and other out-of-pocket expenses incidental to performance of VIKA Capitol's Services. VIKA Capitol may submit invoices for reimbursable expenses separately from invoices for services.

4. ADDITIONAL SERVICES

In the event the Client requests VIKA Capitol to perform services not specifically described in Scope of Services, Client agrees to compensate VIKA Capitol for such services in accordance with the hourly rate schedule set forth in Attachment A of this Agreement unless a written agreement has been signed by both parties indicating the basis of such additional charges. Unless specifically included in the Scope of Services, additional services will include, but not be limited to, the following: off-site design, construction specification preparation, revisions to previously prepared plans, cost estimating, construction inspection, changes in the Scope of Services and revisions requested by the Owner, Architect or necessitated by a change in the approving agencies' codes, policies or guidelines.

5. CLIENT'S ORAL DECISIONS

Client, or any of Client's directors, officers, partners, employees or agents having apparent authority from Client, may orally: (a) make decisions relating to VIKA Capitol Services or the Agreement; (b) request a change in the scope of VIKA Capitol Services under the Agreement; or (c) request the performance by VIKA Capitol of additional services under the Agreement. Client may from time to time, and at any time, limit the authority of any or all persons to act orally on Client's behalf under this Paragraph 5, by giving seven (7) days advance written notice to VIKA Capitol.

6. DUTIES AND STANDARD OF CARE

VIKA Capitol agrees to provide those professional engineering, surveying, and/or landscape architectural services as agreed to in the Scope of Services. Additional services and consultation may be performed if requested, subject to an agreed-upon revision in the Scope of Services and authorized additional compensation. Services will be performed in accordance with generally accepted principles of civil engineering, land surveying, and landscape architectural practice and, in a manner consistent with the level of professional care and skill ordinarily exercised by members of these professions for similar projects. No other warranty, expressed or implied, is made. Client shall communicate these standard contract terms and conditions of this Section 6 to each and every third party to whom the Client transmits any part of VIKA Capitol's plans, specifications, details, calculations or reports.

VIKA Capitol shall make every effort to meet current Fair Housing and Americans with Disabilities Act (ADA) requirements with respect to this proposal; however, due to the ambiguity of the rules and regulations associated with this law, VIKA Capitol does not guarantee total compliance.

7. CONSTRUCTION REVIEW

Adequate observation by qualified personnel of site construction is considered essential for successful completion and performance of projects. The owner shall retain adequate site observation, inspection and materials testing services for all projects in which it uses VIKA Capitol throughout the duration of site construction. Unless specifically noted in the Scope of Services, the professional services of VIKA Capitol do not extend to, or include the review or site observation of, the contractor's work. It is agreed that visits to the job site by the



designer or his field representative at intervals appropriate to the stage of construction is for the purpose of becoming familiar with the progress and general quality of the construction work, and is not to be construed as construction observation or inspection services, and shall not excuse the contractor from any deficiencies discovered in his work. It is further agreed that VIK Capitol will not be responsible for job or site safety on the project except for its own personnel, and will not be held responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970 as amended to date, or any state, county or municipal law of similar import or intent.

Client or its agent/representative shall review VIK Capitol's work promptly after it is performed and made available to Client of its agent/representative. Thereafter, Client and/or its agent/representative shall promptly notify VIK Capitol in writing about any errors, omissions and/or questions. Any damage resulting from the failure of the Client or its agent/representative to notify VIK Capitol of any errors or omissions that Client or its agent/representative knew, or reasonably should have known, about shall be the sole responsibility of the Client and Client waives any claims against VIK Capitol with respect to such matters and indemnifies VIK Capitol for all costs incurred by it resulting from such matter.

8. REVIEW OF SHOP DRAWINGS AND CONTRACTOR'S SUBMITTALS

Review, checking, corrections and comments made by VIK Capitol on the contractor's shop drawings and submittals do not relieve the contractor from compliance with requirements of the contract documents. Checking is only for review of general compliance with the information given in the contract documents. The contractor is responsible for, among other items, confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner.

9. EXISTING CONDITIONS/LIABILITY LIMITATION

In as much as the site construction and the performance of VIK Capitol's services requires that certain assumptions be made regarding existing conditions, including underground utilities, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate and serviceable systems, it is agreed that, except for negligence on the part of VIK Capitol, VIK Capitol will be held harmless, by the Client, against all claims arising out of or related to its services under this Agreement.

Client warrants that all matters regarding hazardous materials on or near the project site known to the Client have been made known in writing to VIK Capitol prior to the execution of this Agreement. VIK Capitol shall have no responsibility for the discovery, handling, removal or disposal of hazardous materials in any form at the project site.

VIK Capitol is entitled to rely upon the conditions and circumstances of the Project as accurately represented by Client and as visually observable by VIK Capitol. In the event of circumstances or conditions that were not so represented or observable which require an increase to VIK Capitol's scope of services, VIK Capitol shall be compensated by Client for such increase as Additional Services.

10. RIGHT OF ENTRY; PERMITS

Client agrees to provide rights of entry and all permits and permissions necessary for the completion of VIK Capitol's services under this Agreement at no cost to VIK Capitol.

11. EARLY BID DOCUMENTS/FAST TRACK PROJECTS

When the Client requests submission of early bid documents, it is acknowledged that VIK Capitol's drawings are issued to contractors for pricing or bid purposes in advance of full completion of construction documents by the architect and other disciplines, as well as agency approval. The Client agrees that VIK Capitol shall not be responsible for additional construction costs arising from subsequent revisions, addenda, and corrections to VIK Capitol's drawings, made in order to conform same to other disciplines' final drawings or in response to agency comments.

12. PROJECT SCHEDULE

In order for VIK Capitol's staff to be as responsive as possible to the project needs as well as flexible based on weather and job conditions, it is imperative that a dialogue be established prior to the commencement of design or construction stakeout on the project between VIK Capitol's project manager and the appropriate Client representative. We suggest that a coordination meeting take place at least one week prior to the anticipated start of work. At this meeting, we will determine, in general, what your needs will be through the term of the project and outline our staffing program. Once this meeting has taken place, we encourage an ongoing dialogue between VIK Capitol's project manager and the Client's representative.

13. CONSTRUCTION ESTIMATES

It is expressly understood and agreed that, should VIK Capitol be requested to prepare earthwork quantity estimates or pricing, VIK Capitol's services are not guarantees of actual quantities or prices, but engineering estimates of quantities shown on certain plans or grading concepts. As such, VIK Capitol shall not be held responsible for earthwork quantities and/or earthwork balances, nor for any other quantity and/or cost estimates prepared by it.

VIK Capitol has no control over the cost of labor, materials, or equipment; the contractor's method of determining prices; competitive bidding or market conditions. VIK Capitol's opinions of probable construction costs are made on the basis of its experience and qualifications. These opinions, when rendered, represent VIK Capitol's best judgment as a design professional familiar with the construction industry, and are not to be construed as a guarantee that proposals, bids, or the construction cost will not vary from opinions of probable costs prepared by VIK Capitol. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

14. GEOTECHNICAL AND WETLAND STUDIES AND INVESTIGATIONS

It is expressly understood and agreed that VIK Capitol shall not be responsible for any soil studies, geotechnical engineering, prediction of the presence of any subsurface water, or design of underdrainage systems to handle any subsurface water that may affect the project. Further, it is expressly understood and agreed that the Client will retain a geotechnical engineering firm for the purpose of performing investigations, preparing designs, and providing timely direction regarding all geotechnical engineering aspects of the project. It is also expressly understood and agreed that VIK Capitol shall have no responsibility for adequately defining the scope of required geotechnical engineering services.

In addition, it is expressly understood and agreed that VIK Capitol shall not be responsible to predict and/or delineate the presence of wetlands.

15. PLAN PROCESSING

VIK Capitol provides routine submission of the engineering plans and related documents to public agencies for approval. However, it may be necessary, in order to serve the best interest and the needs of the Client, for VIK Capitol to perform special processing such as meetings and conferences with different agencies, hand carrying the plans from agency to agency, as well as other specialized services. These special services are not included in the basic fee and shall be performed as additional services on an hourly basis in accordance



with VIKa Capitol's current hourly rate schedule.

16. OWNERSHIP AND REUSE OF DOCUMENTS

It is acknowledged that the documents prepared under this Agreement are instruments of professional service and VIKa Capitol will remain sole owner of all original sketches, drawings, tracings, survey notes, computations, etc. prepared by VIKa Capitol ("Material"), except where they have to be filed with a government agency. However, as long as Client's account is current, all of this Material is available including reproducible copies of all original tracings for Client's use on this project. Any digital information furnished to the client shall not be released by the client or furnished to third parties without the expressed written permission of VIKa Capitol.

There will be no obligation on VIKa Capitol's part to deliver the work product or materials to the client if there is any payment past due. It is agreed that the Client will hold VIKa Capitol harmless and indemnify and defend VIKa Capitol against all damages, claims and losses, arising out of any reuse of the material or modifications to such by parties other than VIKa Capitol, without VIKa Capitol's written consent. Any digital information furnished to the client shall not be revised by the client or furnished to third parties without the expressed written permission of VIKa Capitol.

The client agrees to hold harmless and indemnify VIKa Capitol against all claims, liabilities and/or costs, including but not limited to attorneys fees, arising out of or in any way connected with any modification, misuse or use by others of the work product provided by VIKa Capitol to Client under this Agreement. VIKa Capitol retains the right to retain electronic copies of its work performed hereunder and to remove from electronic copies provided to Client all certifications and professional seals of VIKa Capitol personnel.

17. INSURANCE/LIABILITY LIMITATION

VIKA Capitol represents and warrants that it and its agents, employees and consultants employed by it, is and are protected by workman's compensation insurance, and VIKa Capitol has coverage under public liability and property damage insurance policies to protect itself from claims arising from work performed under this Agreement. Also, VIKa Capitol represents and warrants that it maintains professional liability insurance for protection from claims arising out of performance of professional services caused by any error, omission or act for which the insured is legally liable. Certificates in evidence of policies of insurance will be provided to the Client upon request.

Notwithstanding any other provisions contained herein, VIKa Capitol shall not be responsible for any loss, damage or liability beyond the amounts, available limits, and conditions of such insurance. No employee or agent of VIKa Capitol shall have any individual professional liability to, or in excess of, VIKa Capitol's liability as described under these Standard Terms and Conditions. It is understood that VIKa Capitol has no liability arising from this contract or the work involved, except insofar as it may be liable for its own acts or for the acts of its employees. Liability of VIKa Capitol, if any, for back charges arising from construction conditions is wholly dependent upon written notification to VIKa Capitol prior to the initiation of any corrective work, or within 30 days from the occurrence, whichever date occurs first. Damages recoverable from VIKa Capitol, in the case of omissions, shall be limited to the direct extra cost to the Client over the cost to the Client, had the omission not occurred, and, in the case of errors, shall be limited to the direct extra cost to the Client of the necessary corrective work. Recovery for any consequential damages, or delay, impact, interference or inefficiency is expressly waived.

18. FEES AND PAYMENTS

VIKA Capitol will render its invoice monthly based on a percentage of the work completed that month for lump sum items and for actual hours spent that month for hourly items. In the event that public agency review is required on lump sum items, VIKa Capitol will invoice up to eighty percent (80%) of the quoted fee at such time as plans are submitted to the public agency for review; VIKa Capitol will further invoice up to ninety-five percent (95%) after it has addressed comments received from the respective agency; and one hundred percent (100%) upon formal action by that agency. Each invoice will be due in full upon receipt. If at any time an invoice remains unpaid in excess of thirty (30) days from the date of the invoice, a service charge of 1.5%; a maximum rate of eighteen percent (18%) per annum, will be charged on the unpaid amount at the end of the month, and each month thereafter, until the unpaid amount, including all service charges, is paid in full.

In the event that an invoice remains unpaid more than forty-five (45) days, all work on the project may be suspended by VIKa Capitol unless otherwise agreed to by VIKa Capitol in writing. In addition, VIKa Capitol reserves the right to pursue all appropriate remedies, including retaining any and all drawings without recourse until the account is paid in full. In the event that litigation is required to obtain payment of the fees provided for herein, Client hereby agrees to pay, along with any judgment awarded to VIKa Capitol, all attorneys' fees, collection costs, and court costs sustained in connection with such litigation. Timely payment of invoices is a condition of this Agreement. Failure to make payments in full within the time limits stated above will be considered substantial non-compliance with the terms of this Agreement, and will be cause for termination of this Agreement, if VIKa Capitol so chooses.

VIKA Capitol may unilaterally increase its lump sum or unit billing rates on each anniversary of Client's acceptance of this Agreement, by up to five percent (5%) or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to the same annual revision at the discretion of VIKa Capitol.

If the Client requests VIKa Capitol to perform its work at time beyond the normal forty (40) hour work week, VIKa Capitol will attempt to comply with such request, however, its fees shall be subject to adjustment as agreed upon by the parties, and all VIKa Capitol personnel cost shall be invoiced at 1.5 times the normal billing rate unless other arrangements are made in writing executed by VIKa Capitol and Client.

19. TERMINATION OF AGREEMENT

The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Client may exercise its right to terminate only if it has made all payments due and owing to VIKa Capitol as provided in this Agreement.

Client agrees to be liable, and pay VIKa Capitol for all labor done, work performed, material furnished, and all expenses incurred for all work and additional work up to and including the day that work is terminated, in accordance with the notice required under this Section.

20. PROJECT SUSPENSION OR ABANDONMENT

If the project is suspended or abandoned in whole or in part through no fault of VIKa Capitol, VIKa Capitol shall be compensated for all services performed prior to receipt of written notice from Client of such suspension or abandonment, together with any reimbursable expenses then due.

21. ASSIGNS

Neither Client nor VIKa Capitol may delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of the other party. Said consent shall not be unreasonably withheld by either party.



22. DISPUTE RESOLUTION

a. All claims, disputes or controversies ("Disputes") arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be decided as follows. Complying (or showing that a good faith effort to comply) with these dispute resolution terms is a pre-condition to filing suit.

(i) Owner and Consultant agree to attend a dispute resolution meeting within fourteen (14) days of the identification of the dispute, to negotiate the dispute in good faith and to have each party's representative have the authority to resolve the dispute on behalf of that party.

(ii) Should the dispute resolution meeting fail to resolve the dispute, Owner and Contractor agree to promptly mediate the dispute using a mediator acceptable to both parties, to negotiate in good faith and to equally share the cost of the mediation.

(iii) Should the mediation fail or should it never occur then either party may initiate litigation, however, the party that initiates the litigation must show compliance or a good faith compliance effort with respect to the dispute resolution meeting and/or mediation.

b. In the event that Client institutes legal action or arbitration against VIK Capitol because of any alleged failure to perform, or for any alleged error, omission, or negligence, and if such suit or arbitration is dismissed, or if judgment is rendered for VIK Capitol, or if VIK Capitol brings a substantially successful legal action or arbitration claim against Client, Client agrees to reimburse VIK Capitol or pay any and all costs incurred by VIK Capitol, including attorneys' fees, expert witnesses, fees and court or arbitration costs, and any and all expenses of the legal proceedings that were incurred by VIK Capitol, immediately following dismissal of the case or immediately upon judgment being rendered in behalf of VIK Capitol.

23. SEVERABILITY

In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

24. WARRANTY OF AUTHORITY TO SIGN

The individual signing this contract warrants that he/she has authority to sign as, or on behalf of, Client for whom or for whose benefit VIK Capitol's services are rendered. If such individual does not have such authority, he/she understands and agrees that he/she is personally responsible for this contract to VIK Capitol, in addition to any liability which Client may have.

25. NON-ALTERATION OR TERMS

This Agreement, and all the terms herein, may only be amended, deleted or otherwise altered by a written document signed by VIK Capitol and Client, and in any event, on VIK Capitol's behalf by approval of a corporate officer. VIK Capitol's Project Manager has no authority to waive any matter or to amend the Agreement between VIK Capitol and Client.

26. ENTIRE AGREEMENT

These Standard Terms and Conditions, Attachment A, any drawings, plans, plats, and/or exhibits referred to or attached hereto, and the Proposal to which these items are attached, set forth the entire understanding and agreement between the parties with respect to the subject matter contained therein, and shall be binding and inure (except as otherwise provided herein) to the benefit of the parties and their respective successor and assigns. This Agreement supersedes all prior documents, agreements, and understanding between the parties with respect to the transactions contemplated hereby.

27. CONTROLLING LAW

This Agreement is to be governed by the law of the place of business of the VIK Capitol office submitting this Proposal, and the parties hereby submit themselves exclusively to the applicable state and/or federal court with jurisdiction over such VIK Capitol place / location of business.

28. MISCELLANEOUS

- a. To the fullest extent permitted by law, the total liability of VIK Capitol with regard to its work performed under this Agreement shall be limited to the lesser of VIK Capitol's fees or its insurance policy limits under this Agreement. This and other limitations of liability and indemnities provided in this Agreement are business understandings of the parties and shall apply to all theories of liability, including but not limited to breach of contract or warranty, negligence and/or strict/statutory liability.
- b. VIK Capitol shall have the right to photograph and use the name of the Client with respect to any aspect of the project on which it is working for the Client before, during or after completion and use the photographs for marking, for defense of claims and/or for any other commercial uses, unless otherwise limited by writing signed by VIK Capitol.
- c. VIK Capitol is an independent consultant/contractor, and no person or entity, other than VIK Capitol and Client shall be deemed to be a part to or a third party beneficiary of this Agreement. Moreover, VIK Capitol and Client are neither partners nor involved in a joint venture with respect to the project covered by this Agreement.
- d. If due to VIK Capitol's breach of this Agreement any required item or component of the Project is omitted from VIK Capitol's construction documents or drawings, VIK Capitol shall not be responsible for paying the cost to add such item or component to the extent that it would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event shall VIK Capitol be responsible for any cost or expense that provides betterment, upgrade or enhancement of or to the Project.

AMT^{LLC}

CONSULTING ENGINEERS
AND LAND SURVEYORS

April 10, 2014

Mr. Thomas D. Bridenbaugh
Leftwich & Ludaway, LLC
1400 K Street, NW
Suite 1000
Washington, DC 20005

Phone: (202) 434-9100

Fax: (202) 783-3420

Via email: kwalp@leftwichlaw.com
rweir@leftwichlaw.com

Re: **Design Services for Kalorama Park**
Kalorama Road and 19th St, NW
Washington, DC
AMT File No. 114-260.001

Dear Mr. Bridenbaugh :

AMT, LLC (AMT) is pleased to provide this proposal to review existing reports and recommendations with respect to the erosion problem on site; make additional recommendations; and develop 100% construction documents for the necessary site improvements.

Our firm has teamed with ECS Capitol Services, PLLC (ECSCS) for the Geotechnical Engineering Services and with Applied Archaeology and History Associates, Inc. (AAHA) for the Phase 1 Archaeological study. We have included a scope of work and understanding that is responsive to your Request for Quotation dated April 4, 2014. In addition, we have included our firm profile, resumes of key individuals and representative project examples for our team.

Both AMT and ECSCS are Certified Business Enterprises in Washington DC, and look forward to serving the needs of our community, by designing Kalorama Park. We offer the following scope of services to serve you:

Scope of Work

AMT will provide all necessary labor and services as required to achieve 100% construction documents for the work described below:

1. Provide full design and engineering services including site surveys as required. Our scope includes a full survey of the site as shown in the attached exhibit. If existing survey information exists that can be reasonably relied upon, we will revise our fee, and issue a credit for the value of the cost savings to you, after our review of the existing information available.
2. Review existing condition assessment and recommendations in Volkert Report.
3. Perform field investigations necessary to confirm the existing site conditions. Utilize reference documentation available (Volkert Report) and provide additional recommendations.

4. Meet with and coordinate the requirements of the project with authorities having jurisdiction, including: Project Manager, Department of Parks and Recreation (DPR) and the community.
5. Make changes in design necessary to obtain approval from authorities having jurisdiction, without additional compensation to AMT for usual and customary requests. Each request from the approval agencies will be reviewed with the client for identification of extraordinary requests.
6. Prepare presentation materials and meet with community and public officials to achieve support for the design.
7. AMT will meet with the Kalorama community at 50% completion of the construction documents and then again at 100%. AMT will listen to comments from the community and incorporate any pertinent information provided during the community meetings. If necessary, a third meeting will be held at no additional cost.
8. Produce construction documents per site surveys as well as implement Volkert Report recommendations and our recommendations, as approved by the Department and DPR.
9. Select and modify construction documents per DGS/DPR and community input.

Program Requirements

AMT has extensive experience in designing facilities for the Department of General Services. We understand the program requirements for the project includes:

1. Providing Soil Replacement Recommendations.
2. Providing Landscaping Design as needed.
3. Providing Planting Plan.
4. Providing Berm Design.
5. Providing Soil Management & Plan.
6. Providing Walkway/Pavement Design.
7. Providing additional Hardscape Design.
8. Providing drainage Design (Sediment & Erosion Control).
9. Provide Standard and Specification for Vegetative Stabilization.
10. Using low impact development storm-water management approaches; the design will meet current storm water management regulations. Due to the recent regulatory and agency change in this area, AMT will submit a concept SWM plan to DDOE and seek feedback early in the process. We will likely submit an early permit package to DDOE just to ensure the rest of the design can work with the new regulations.
11. Using native landscaping plantings.
12. Using recycled/recyclable materials where possible.

Given our overall experience with parks in Washington, DC, we will rely on our experience to also point out and recommend other program requirements in the early stages of design, that may be beneficial to the project and meet the goals of the community.

BASIC SERVICES

Topographic and Boundary Survey

AMT will prepare a boundary and topographic survey of the above referenced lots (3.259 +/- acre boundary and 4.0 +/- acres topography). Boundary survey will show resulting bearings and distances of property lines, boundary evidence, visible encroachments, site improvements, building ties and will not include setting of property corner markers. The topographic survey limits will extend twenty-five (25) feet onto the adjacent property and to the back of sidewalk of adjacent streets. The survey will include buildings, walks, driveways, fences, and trees greater than 6" DBH, spot elevations, first floor elevation, 1-foot contours, two (2) benchmarks and other major visible site improvements. The utilities will be shown based on visible aboveground features and available records. Inverts of gravity flow storm drains and sewers within limits of survey will be obtained, where readily accessible,

and shown on the drawing. Work will be directed, checked, signed and certified by a professional land surveyor licensed in the District of Columbia.

Design & Construction Documents

1. AMT will meet with DGS and DPR as required to develop additional design ideas for the site.
2. AMT will attend required community meetings to discern community requirements.
3. Provide the team with meeting minutes of the activities and community feedback within three (3) business days.
4. Provide preliminary designs for the site based on DGS and DPR input.
5. Work with DGS and DPR to review designs and incorporate any design changes.
6. Work with DGS and DPR to select a preferred design based on DGS/DPR review and community feedback.
7. Develop and Provide 100% Construction Documents;
8. Provide project renderings including: aerial view, elevations, and others if required; and
9. Coordinate with District of Columbia State Historic Preservation Officer's (DC SHPO), per their standards and guidelines, with respect to the need for an archaeological survey. The actual Phase 1 archaeological survey is an add/alternate.

The following services are offered as an add/alternate should they be necessary for the project, and will be performed upon approval and direction by you:

Geotechnical Study

ECSCS will conduct a geotechnical study to determine soil and subsurface engineering properties and suitability for the proposed design and to make appropriate recommendations to DGS. If directed, ECSCS shall perform up to eight (8) soil borings, and the A/E would present all findings in a report to DGS.

We have included the costs associated with performing 8 soil borings on the project site. At this time their locations are unknown; however, we have assumed they will be performed in private space and obtaining a DCRA/DDOT public space permit will not be necessary. Although it is unknown what the borings will be utilized for, we anticipate they will most likely be for stormwater management features and will require infiltration testing. Therefore, we have assumed each boring will be extended to a maximum depth of 15 feet below existing site grades and infiltration testing will take place at a maximum depth of 10 feet below existing site grades. The in-situ infiltration testing will be performed following presoaking and setup and will be conducted in general accordance with DDOE Appendix O.

Our integrated services will include performing the field work by crews working at ECS' direction, laboratory testing of representative samples for pertinent engineering properties, and reporting the results of the test results obtained for the preparation of an engineering letter report. The engineering letter report will include the following items:

1. Obtaining the necessary DCRA/DDOE Permits.
2. A review of the published geologic conditions and their relevance to your planned development.
3. Observations from our site reconnaissance including current site conditions.
4. A subsurface characterization and a description of the field exploration and laboratory tests performed. Groundwater concerns relative to the planned construction, if any, will be summarized.
5. Final logs of the soil borings and records of the field exploration prepared in accordance with the standard practice for geotechnical engineering. A boring location plan will be included, and the results of the laboratory tests will be included on a separate test report sheet.
6. Results of the in-situ infiltration testing.
7. Recommendations for additional testing and/or consultation that might be required to complete the geotechnical assessment and related engineering for this project.

We are including an add/alternate price for this work as specified in the Request for Quotation. There are four elements to this service. The DDOE Permitting Services and Soil Disposal costs may be unnecessary and we will eliminate it if possible. We have included it herein for budget purposes. The other three cost are for the actual exploration , testing and report for the geotechnical investigation.

Phase I Archeological Survey

AAHA will conduct a Phase I archeological survey of the site in accordance with the DC SHPO standards and guidelines. Kalorama Park is currently an archaeological site which has been determined eligible for listing on the National Register of Historic Places and is in the process of actually being listed.

Previous investigations have revealed building foundations in at least two different places.

As the extent of intended disturbance is unknown we are providing a not to exceed budget with an initial assessment task to further define the scope. The full survey will include a geomorphologist, backhoe, principal archaeologist and technician, background research, lab work, report preparation, and report submission.

We are including an add/alternate price for this work as specified in the Request for Quotation.

Subsurface Utility Designation (Quality Level B)

Mark and identify known underground utilities within the limits of the survey. Conductive utilities will be marked utilizing geophysical prospecting techniques in conjunction with radio, audio and electromagnetic equipment. Multiple utility sweeps will be performed to identify any unknown conductive utilities. Non-conductive utilities will be marked utilizing above ground features, utility plats and/or as-built and visual inspections. Should a non-conductive utility not be locatable by the above mentioned practices the client will be contacted to discuss alternative methods and additional fees. Utilities will be marked utilizing standard marking paint and/or flags in accordance with APWA standard code to ensure accuracy in the collection of the information. Utilities paint markings will be surveyed and added to the topographic survey drawing.

Using SUE services in the “front-end” portion of the design process eliminates the dependency on record information. Many times utility companies are not forthcoming with information in a timely manner causing delays in the design effort. With SUE, our designating crews mark the horizontal location of the utilities which are then field surveyed and shown on the drawings. This is a much more accurate method than relying on outdated, sometimes inaccurate maps supplied by utility companies.

ASSUMPTIONS, CONDITIONS AND UNDERSTANDINGS

1. Topographic, boundary and, utility survey may be provided by others and will be based upon District of Columbia Surveyor's Meridian. Vertical datum of survey will be based upon District of Columbia DPW. Two (2) benchmarks will be set on project site. Survey drawing will be prepared in AutoCAD, at a scale to be determined, in AMT CAD standards, and in English Units (U.S. survey foot).
2. Services do not include providing services where hazardous materials or confined spaces, as defined by OSHA, are involved.
3. Setting of property corners is not included as part of the scope of services.
4. Survey drawing will be prepared in appropriate CAD standards.
5. All needed easements, subdivisions plats, street closing plats and, building plats will be an additional service.
6. Traffic Studies will be an additional service.
7. Plan set packages are anticipated for 4 agencies, two community meetings and one final construction set. Additional packages will be an additional service.
8. Any design or permitting for remediation of underground contaminants will be provided as an additional service.