

Request for Extension of Time
Zoning Commission Order No. 06-04
Consolidated Planned Unit Development and Related Zoning Map Amendment for
Florida & Q Street, LLC (Square 3100, Lot 48)

Affidavit of Applicant in Support of Two-Year Extension of Time

I, Eyob Mamo, being duly sworn, depose and state as follows:

1. I am Eyob Mamo, Manager of Florida & Q Street, LLC, which is the owner of Lot 48 in Square 3100 (the "Property"). The Property is subject to Zoning Commission (Z.C.) Order No. 06-04, which granted consolidated PUD approval for the construction of a mixed-use development project composed of retail and residential uses on the Property. The PUD was subsequently modified pursuant to Z.C. Order No. 06-04C, and extended pursuant to Z.C. Order Nos. 06-04A, 06-04B, and 06-04D, such that a building permit application was required to be filed for the PUD no later than June 15, 2015, with construction to begin no later than June 15, 2016.
2. The approved project, as modified by Z.C. Order No. 06-04C, includes approximately 85,428 square feet of gross floor area, with approximately 84,306 square feet devoted to residential use (approximately 85 to 95 dwelling units) and approximately 4,998 square feet devoted to retail use in the cellar, with the option to convert this space to residential use if it cannot be leased for retail uses. The PUD will have a maximum density of 4.5 floor area ratio ("FAR") and a maximum building height of 72 feet, 4.5 inches (not including roof structures).
3. Since approval of the previous time extensions and modifications of Z.C. Order No. 06-04, we have worked diligently to move forward with development of the approved project. We submitted all of the required building permit application materials prior to June 15, 2015, as required by Z.C. Order No. 06-04D. However, we are experiencing delay in construction due to the extensive and lengthy processes involved in obtaining the required building permits from the Department of Consumer and Regulatory Affairs ("DCRA"), and the scope of work necessary in order to address all permitting comments and requirements. We are therefore unable to comply with the construction time limits set forth in Z.C. Order No. 06-04D.
4. We have worked diligently over the past two years to submit all required building permit application materials. We submitted a sheeting and shoring permit application to DCRA on June 10, 2015 (Permit No. SH1500050) (Exhibit A), which was approved by Zoning on July 13, 2015. We submitted a foundation permit application on June 10, 2015 (Permit No. FD1500099) (Exhibit B), which received comments from Green Review on July 2, 2015, Zoning Review on July 13, 2015, and DDOE SE-SW Review on September 8, 2015. We also submitted a zoning data summary sheet to DCRA on June 12, 2015 (Exhibit C).

5. In addition to submitting permit applications, we have also solicited and obtained proposals for the following services:
 - a. Construction management (KCM), dated 5/4/2015;
 - b. Civil engineering and surveying (AMT), dated 5/5/2015;
 - c. Subsurface exploration and geotechnical engineering (ECS), dated 5/5/2015;
 - d. Structural engineering for foundation (Structura), dated 5/6/2015;
 - e. Mechanical, electrical, and plumbing ("MEP") (Capitol Engineering Group), dated 5/6/2015;
 - f. Architecture (early foundation to grade permit set, schematic design, design development, construction documentation, and construction administrative services) (Bonstra), dated 5/8/2015;
 - g. LEED consulting (GreenShape), dated 5/12/2015;
 - h. Preparation of engineered shop drawings for sheeting and underpinning (Steele Foundation), dated 5/22/2015;
 - i. Dry utility consulting (AMT), dated 5/28/2015;
 - j. Permit package submission and tracking (MSC), dated 6/4/2015;
 - k. Lighting design (Gilmore Lighting), dated 9/9/2015;
 - l. Landscape architecture (AMT and Bradley Site Design, Inc.), dated 10/22/2015 and 11/18/2015, respectively; and
 - m. Elevator consulting (Michael Blades & Associates), dated 11/3/2015.

Signed proposals for a number of the consultants listed above are included together at Exhibit D.

6. We also issued an RFP for a general contractor, received a number of bids, and selected McCullough Construction as our general contractor.
7. We retained J Street as our development manager. Since doing so, J Street has undertaken the following initiatives at the Property:
 - a. Developed a project schedule and a refined project budget;
 - b. Reviewed on-site utility requirements;

- c. Completed and filed an Environmental Impact Screening Form (“EISF”) and ordered an expedited Phase I environmental testing;
 - d. Identified surrounding neighbors and prepared letters for issuance to those neighbors regarding sheeting and shoring and the use of tie backs and underpinning; identified the need to redesign the sheeting and shoring system due to soils; and identified an additional need for soil borings given the nature of soil variations at the Property;
 - e. Evaluated several issues related to stormwater management design and green roof features in light of a preference for stick-built construction; reviewed alternative solutions for green roof systems; communicated with DOEE regarding stormwater management submissions;
 - f. Worked with WC Smith to obtain market data on unit mix and design;
 - g. Identified a need to engage a wall test inspector/surveyor;
 - h. Evaluated the positioning of rooftop condensers;
 - i. Identified a need for an emergency generator, reviewed flow test results, and determined the best system for treating exhaust fumes;
 - j. Obtained proposals for test pits;
 - k. Identified issues related to Pepco transmitters and how to best relocate existing vaults;
 - l. Reevaluated foundation systems in light of geotechnical information; and
 - m. Obtained a load letter from MEP.
8. In addition, we have undertaken extensive environmental analysis at the Property, including contracting with consultants to produce the following reports:
- a. ECS issued a Preliminary Report of Geotechnical Design Recommendations, dated May 8, 2015 (Exhibit E);
 - b. ECS issued a Subsurface Exploration and Geotechnical Engineering Analysis Report, dated June 10, 2015 (Exhibit F);
 - c. EBI Consulting issued a Phase II Environmental Site Assessment Report, dated July 14, 2015 (Exhibit G); and
 - d. ECS issued a Phase I Environmental Site Assessment Report, dated November 4, 2015 (Exhibit H).
9. On November 4, 2015, we submitted an EISF to DCRA (Exhibit I).

10. In compliance with sections 3307.2 and 3307.3 of the District of Columbia Building Code, which requires notification to adjoining property owners for certain types of construction activities, we prepared a Notification Form for Safeguards During Construction for issuance to seven adjoining property owners, as identified by the Office of Tax and Revenue (Exhibit J).
11. To date, we have invested over \$1.15 million in the Property for legal, architectural, engineering, and other consulting fees. There is no financial advantage to not redeveloping the Property, and we have every incentive to develop the Property as soon as feasible.
12. We therefore request a two-year extension of time of Z.C. Order No. 06-04D.

I solemnly affirm under the penalty of perjury that the contents of this Affidavit are true and correct to the best of my personal knowledge.

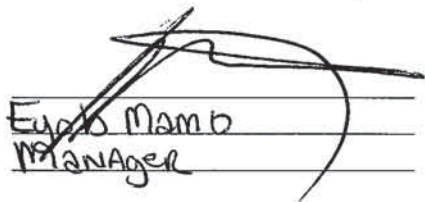
Florida & Q Street, LLC,

a District of Columbia limited liability company

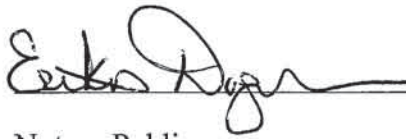
By:

Name:

Title:


Erika Mamb
MANAGER

Sworn and subscribed to me this 6th day of May, 2016.


Notary Public



My Commission Expires: 10/31/18

EXHIBIT A

SHEETING AND SHORING PERMIT APPLICATION

PRE-FILE NUMBERS		ZONING DISTRICT	FILE NUMBER	PERMIT NUMBER	
N.C.P.C. No:	O.G. No:				By:
H.P.A. No:	S.S.L. No: 3100 0048	Ward No: 5	Receipt No:	Date:	Receipt No:



DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
 BUILDING AND LAND REGULATION ADMINISTRATION PERMIT SERVICE CENTER
 dcra.dc.gov



BLRA-33
(Rev.10/2011)

APPLICATION FOR CONSTRUCTION PERMITS ON PRIVATE PROPERTY
 (PRINT IN INK OR TYPE, DO NOT WRITE IN SHADED AREAS)

CLEARANCE TO FILE By _____ Date _____	ERASING, CROSSING OUT, WHITING OUT, OR OTHERWISE ALTERING ANY ENTERED INFORMATION WILL VOID THIS APPLICATION
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(A) ALL APPLICANTS MUST COMPLETE ITEMS 1 THRU 32

1 Address of Proposed Work: 1600 NORTH CAPITOL STREET NW		Suite No.	2. Lot 0048	3. Square 3100	4. Application Date 6/10/2015						
5 Owner of Building or Property Five Q, LLC Attn: Ted Kalriess		6 Address (include Zip Code) 3399 BENNING RD NE Washington, DC 20019			7 Phone 540-882-3100						
8 Agent for Owner: (if applicable) David Fontana/Evan O'Brien McKee Services Corp		9. Address (include Zip Code) 10505 Judicial Dr #200 Fairfax, VA 22030			10. Phone 703-691-1100						
11. Type of Proposed Work (Select only one) ALL APPLICANTS MUST COMPLETE SECTIONS AF AND AI											
☐ New Building(B) ☐ Awning(G) ☐ Fire Retardant Paint(O) ☒ Sheeting and Shoring(X) ☐ Addition(B) ☐ Sign(H) ☐ Flag Pole(P) ☐ Tenant Layout(Y) ☐ Addition Alteration Repair(B) ☐ After Hours(I) ☐ Observation Stand(Q) ☐ Swimming Pool(Z) ☐ Alteration and Repair(B) ☐ Demolition(J) ☐ Scaffolding Information (R) ☐ Special Sign(AA) ☐ Raze Building(C) ☐ Blasting Operations(K) ☐ Soil Boring(S) ☐ Projection(AB) ☐ Retaining Wall(D) ☐ Christmas Tree Stand(L) ☐ Tower Crane(T) ☐ Excavation only (AC) ☐ Fence(E) ☐ Fireworks Stand(L) ☐ Foundation Only(U) ☐ Tent(AD) ☐ Shed(F) ☐ Exterior Cleaning Information(M) ☐ Underground Storage Tank(V) ☐ Antenna (AE) ☐ Garage(F) ☐ Capacity Placard(N) ☐ Water And Damp Proofing(W) Civil Site Work Only (AH)											
12. Description of Proposed Work Sheeting and Shoring for new 6 Story with Cellar and one sub grade parking level.											
13 Existing Use(s) of Building or Property Mixed Use (provide description)		14 Ex. No of Stories of Bldg 0	15 Ex. No of Dwelling Units 0	<table border="1"> <tr> <th align="center" colspan="2">Official Use Only</th> </tr> <tr> <td colspan="2">Miscellaneous FEE</td> </tr> <tr> <td>\$</td> <td></td> </tr> </table>		Official Use Only		Miscellaneous FEE		\$	
Official Use Only											
Miscellaneous FEE											
\$											
16 Proposed Use(s) of Building or Property Mixed Use (provide description)		17 Prop. No of Stories of Bldg 0	18 Prop. No of Dwelling Units 0	<table border="1"> <tr> <td>By:</td> <td>Date:</td> </tr> <tr> <td></td> <td></td> </tr> </table>		By:	Date:				
By:	Date:										
19 Starting Date	20 Completion Date of work	21 Method of Removing Construction Debris ☐ Pick-up Truck ☐ Dumpster ☐ Other (specify)		22 Does the proposed work involve disturbing the earth or razing a building? ☒ Yes, answer q. 23 ☐ No, SKIP q. 23-27							
23. Is the area of disturbed earth more than 50 sq. ft? ☒ Yes, answer q. 24-25 ☐ No, SKIP q. 24-25		24. Soil Erosion Control Methods Silt Fence, IP, SCE		25. Area of Offsite Drainage 0.00 sq. ft	26. No of Footings or Columns						
				27. Size of Footings or Columns							

ALWAYS SIGN THE APPLICATION ON PAGE 8 (SECTION AI)

Complete Section B if the proposed work is **new building, addition or alteration.** (Page 2)
 Complete Section C if the proposed work is **razing a building.** (Page 2)
 Complete Section D if the proposed work is a **retaining wall.** (Page 2)
 Complete Section E if the proposed work is a **fence.** (Page 3)
 Complete Section F if the proposed work is a **shed/garage.** (Page 3)
 Complete Section G if the proposed work is an **awning.** (Page 3)
 Complete Section H if the proposed work is a **sign.** (Page 3)

OFFICIAL USE ONLY				
	R	P	H	A
M				
P				
E				
F				
S				
W ☐ Yes ☐ No PLANS ☐ No ☐ Sm ☐ Lg				

28. Existing Stories Plus:		29. Proposed Stories Plus: Basement		30. Existing Stories Penthouse: ☐ Yes ☒ No		31. Proposed Stories Penthouse: ☐ Yes ☒ No		32. Is this related to a Stop Work order: ☐ Yes ☒ No			
(B) NEW BUILDING ,ADDITION, & ALTERATION (COMPLETE ITEMS B-1 THRU B-37)											
B-1. Architect's Name:		B-2. D.C. Lic. No.:		B-3. Architect's Address: (include Zip Code)			B-4. Phone:				
B-5. Engineer's Name:		B-6. D.C. Lic. No.:		B-7. Engineer's Address: (include Zip Code)			B-8. Phone:				
B-9. Building Contractor's Name:		B-10. D.C. Lic. No.:		B-11. Contractor's Address:			B-12. Phone:				
B-13. Type of Construction: ☐ Masonry ☐ Steel ☐ Wood ☐ Other ☐ Concrete		B-14. Fire Suppression: ☐ Fully Sprinklered ☐ Partially Sprinklered ☐ Standpipe System ☐ None ☐ Other		B-15. Booster Pump: ☐ New ☐ Existing ☐ None	B-16. Total Lot Area : Sq. ft	B-18. Present Gross Floor Area of Bldg.:		B-17. Breakdown of Lot Area (=100%)			
								a. building %			
								b. paved area %			
								c. greenery %			
B-19. Proposed Gross floor Area of Bldg.:		B-20. Length:	B-21. Width:	B-22.Height:	B-23. Floors involved in this permit: ☐ All ☐ Floors		B-24. Projection beyond building line? ☐ Yes, Answer q. B-23 to B-27 ☐ No. SKIP q. B-23 to B-27				
B-25. Number and type of projection:			B-26. Distance of Projection: ft.		B-27. Width of Projection: Ft.		B-28. Width of Building frontage: Ft		B-29. Signature of Owner (projection only):		
B-30. Water or Sewer Excavation: ☐ Yes ☐ No		B-31. Driveway Construction: ☐ Yes ☐ No		B-32. Sheeting/Shoring Necessary: ☐ Yes ☐ No		B-33. Elevators Involved: ☐ Yes, Answer B-34. ☐ No		B-34. No. and Type of Elevator:		B-35. Plans Certified by Engineer: ☐ Yes, Cert. Attached ☐ No	
B-36. Estimated Cost of Work (a) New/Add.: \$ _____ (b) Alt/Repair \$ _____ _____ Total \$ _____				OFFICIAL USE ONLY							
				Alter/Repair FEE		New Const. FEE		Filing Fee		TOTAL PERMIT FEE	
				\$ _____		\$ _____		\$ _____		\$ _____	
B-37. Volume of New Bldg. or Addition Cubic ft.				By:	Date:	By:	Date:	By:	Date:		
(C) RAZING A BUILDING (COMPLETE ITEMS C-1 THRU C-18)											
C-1. Insurance Company:		C-2. Policy or Cert. No.:			C-3. Policy Expiration Date:			C-4. Raze Method:			
C-5. Building Material:		C-6. Raze Entire Building: ☐ Yes ☐ No		C-7. Building is Condemned: ☐ Yes ☐ No		C-8. Building is Vacant: ☐ Yes ☐ No		C-9. Building has Vault: ☐ Yes ☐ No		C-10. Disconnect Utilities : ☐ Yes ☐ No	
C-11. Length:	C-12. Width:		C-13. Height:		C-14. Volume:		OFFICIAL USE ONLY				
C-15. Is Building an Accessory Structure: ☐ Yes ☐ No	C-16. Asbestos in the building? ☐ No ☐ Yes, location _____		C-17. Party Wall: ☐ Yes ☐ No		C-18. Owners Notified: ☐ Yes ☐ No		Fee:\$ _____		By: _____		
								Date : _____			
(D) RETAINING WALL (COMPLETE ITEMS D-1 to D-6)											
The retaining wall will not obstruct any accessible parking required by D.C. Zoning Regulations											
D-1. Cost of work,\$:		D-2. Material:		D-3. Height:		D-4. Color:		D-5. Location: ☐ Entirely on Owner's Land ☐ Party Line with Adjacent Neighboring Land *			
*If party wall , the owner of the adjoining property must agree to the erection of the retaining wall and this application											
D-6. Address of Adjoining Owner:						OFFICIAL USE ONLY					
						Fee: \$ _____		By: _____		Date: _____	

(E) FENCE (COMPLETE ITEMS E-1 THRU E-5)

E-1. Material and Type:	E-2. Height:	E-3. Color:	E-4. Location: ☐ Entirely on Owner's Land ☐ Party Line with Adjacent Neighboring Land*
*If party fence, the owner of the adjoining property must agree to the erection of the fence and this application			
E-5. Address of Adjoining Owner:			

(F) SHED OR GARAGE (COMPLETE ITEMS F-1 THRU F-9)

F-1. Number:	F-2. Length: Ft.	F-3. Width: Ft.	F-4. Area: Sq. ft.	F-5. Height : Ft.	F-6. Volume: cu. ft.	OFFICIAL USE ONLY	
F-7. Est. Cost of work: \$						F-8. Material of sides	
F-9. Color:						By:	Date:

(G) AWNING (COMPLETE ITEMS G-1 THRU G-10)

G-1. Number:	G-2. Color:	G-3. Type ☐ Folding ☐ Fixed:	G-4. Projections: Beyond Bldg. Line _____ in. Beyond pt of attachment _____ in.	G-5. Height of Lowest Part of awning: (a) _____ ft Above sidewalk (b) _____ ft Above parking (c) _____ ft Above grade	OFFICIAL USE ONLY	
G-6. Material of Frame:	G-7. Material of Covering:	G-8. Lettering on awning ☐ Yes ☐ No	G-9. Fixed Posts: ☐ Yes ☐ No	G-10. Over Side-Walk café: ☐ Yes ☐ No	Fees:	
					By:	Date:

(H) SIGN (COMPLETE ITEMS H-1 THRU H-20)

H-1. Number:	H-2. Electric Signs: ☐ Yes, Answer q. H-3 to H-8 ☐ No, SKIP q. H-3 to H-8	H-3. Type: ☐ Incandes ☐ Fluoresc ☐ Neon	H-4. Power: VA	H-5. Electrical Contractor:	
				Business License Number:	
H-5. Address of Electrical Contractor: (include zip)		H-6. Signature of Licensed Electrician :		H-7. Phone No.	H-8. License No.
H-9. Height relative to building and ground (a) _____ ft _____ in above sidewalk (b) _____ ft _____ in above roof (c) _____ ft _____ in is building height (d) _____ ft _____ in above projection of Window (e) _____ ft _____ in from roof to sign's bottom		H-10. Material of Sign:		H-11. Type of Sign:	H-12. Color:
H-13. Width: Ft.		H-14. Length: Ft.		H-15. Area of Sign: Sq. ft	H-16. Width of Business frontage: Ft.
H-17. C of O No for Bldg.:		H-18. Sign Contractor Name:		OFFICIAL USE ONLY	
				Sign FEE Elect. FEE Total FEE	
H-19. Sign Contractor's Address:		H-20. Phone:		\$	\$
				By:	Date:
				By:	Date:
				By:	Date:

(I) AFTER HOURS (COMPLETE ITEMS I-1 THRU I-8)

I-1. Type of permit:	I-2. Existing Permit No:	I-3. Date of Operation From:	I-4. Date of Operation To:	OFFICIAL USE ONLY	
				Fee:	
I-5. Hours of Operation From:	I-6. Hours of Operation To:	I-7. 500 ft from Residential Zone/Hotel: ☐ Yes ☐ No	I-8. Located in Residential Zone: ☐ Yes ☐ No	By:	Date:

(J) DEMOLITION (COMPLETE ITEMS J-1 THRU J-5)

J-1. Type of Demolition:	J-2. Type of Walls	J-4. Roof Remain: ☐ Yes ☐ No	OFFICIAL USE ONLY		
			Fee:		
J-3. Number of Exterior Walls Removed	J-5. Are Walls Load-Bearing: ☐ Yes ☐ No		By:	Date:	

(K) BLASTING OPERATIONS (COMPLETE ITEM K-1)

K-1. Type of structure:	OFFICIAL USE ONLY		
Fee:		By:	Date:

(L) CHRISTMAS TREE STAND OR FIREWORKS STAND (COMPLETE ITEMS L-1 THRU L-10)

L-1. No. of Stands:	L-2. Stand Location:	L-3. Electrical Permit No.:	OFFICIAL USE ONLY		
			Fee:		
L-4. Electrical Use: ☐ Yes ☐ No	L-5. Letter of Authorization: ☐ Yes ☐ No	L-6. Starting Date:		By:	
L-7. Expiration Date:	L-8. Power Requirements:	L-9. Site Plan: ☐ Yes ☐ No	L-10. Surveyors Plat: ☐ Yes ☐ No	Date:	

(M) EXTERIOR CLEANING INFORMATION (COMPLETE ITEMS M-1 THRU M-4)

M-1. Exterior Cleaned:	M-2. Material Used:	OFFICIAL USE ONLY	
		Fee:	
M-3. Scaffolding: ☐ Yes ☐ No	M-4. Location of Scaffold:	By:	Date:

(N) CAPACITY PLACARD (COMPLETE ITEMS N-1 THRU N-13)

N-1. Name:	N-2. Max Occupancy Load:	N-3. Location:	N-4. Sprinkler: ☐ Yes ☐ No	N-5. Bathroom Requirements satisfied: ☐ Yes ☐ No	N-6. Exit Requirements Satisfied: ☐ Yes ☐ No	
N-7. Room	N-8. Name of Area	N-9. Floor Location:	N-10. Type of Seating:	N-11. Net Square ft:	N-12. Capacity Use:	N-13. Max Allowable Capacity:
N-7A.	N-8A.	N-9A.	N-10A.	N-11A.	N-12A.	N-13A.
N-7B.	N-8B.	N-9B.	N-10B.	N-11B.	N-12B.	N-13B.
N-7C.	N-8 C.	N-9 C.	N-10 C.	N-11 C.	N-12 C.	N-13C.

OFFICIAL USE ONLY

Fee:	By:	Date:
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(O) FIRE RETARDANT PAINT (COMPLETE ITEMS O-1 THRU O-4)

O-1. Quantity of Paint(Gallons):	O-2. Painted Surfaces:	OFFICIAL USE ONLY	
		Fee:	
O-3. Painted surfaces Location:	O-4. Sq. Footage Painted:	By:	Date:

(P) FLAG POLE (COMPLETE ITEMS P-1 THRU P-5)

P-1. Pole Location:		P-2. Site Location:		OFFICIAL USE ONLY	
				Fee:	
P-3. Pole Height:	P-4. Projection Distance:	P-5. Attached to Building: ☐ Yes ☐ No		By:	Date:

(Q) OBSERVATION STAND (COMPLETE ITEMS Q-1 THRU Q-5)

Q-1. Name of Function:		Q-2. Starting Date:		OFFICIAL USE ONLY	
				Fee:	
Q-3. Ending Date:	Q-4. Hours of Use From:	Q-5. Hours of Use To:		By:	Date:

(R) SCAFFOLDING INFORMATION (COMPLETE ITEMS R-1 THRU R-5)

R-1. No. of Stories:	R-2. Engineer of Record:	R-4. Location of Scaffold:	OFFICIAL USE ONLY		
			Fee:		
R-3. Building Permit No.:	R-5. Engineer Signature: ☐ Yes ☐ No		By:	Date:	

(S) SOIL BORING (COMPLETE ITEMS S-1 THRU S-3)

S-1. No. of Bores:	S-2. Location of Bores:	S-3. Site Plan: ☐ Yes ☐ No	OFFICIAL USE ONLY		
			Fee:	By:	Date:

(T) TOWER CRANE (COMPLETE ITEMS T-1 THRU T-5)

T-1. Crane Location:	T-3. Duration Date From:	T-4. Duration Date To:	OFFICIAL USE ONLY		
			Fee:		
	T-2. Crane Pad Approved: ☐ Yes ☐ No	T-5. Site Plan: ☐ Yes ☐ No	By:	Date:	

(U) FOUNDATION ONLY (COMPLETE ITEMS U-1 THRU U-5)

U-1. Type of Foundation		U-5. Total Cubic Feet:	OFFICIAL USE ONLY		
			Fee:		
U-2. Removal of Trees: ☐ Yes ☐ No	U-3. Underpinning Required: ☐ Yes ☐ No	U-4. Required Notification to Adjacent Property Owner: ☐ Yes ☐ No	By:	Date:	

(V) UNDER GROUND STORAGE TANK (COMPLETE ITEMS V-1 THRU V-2)

V-1. Size of Tank:	OFFICIAL USE ONLY				
	Gallons				
V-2. Location of Tank:	Fee:	By:	Date:		

(W) WATER AND DAMP PROOFING (COMPLETE ITEMS W-1 THRU W-2)

W-1. Sq feet Affected:	OFFICIAL USE ONLY				
W-2. Location:	Fee:	By:	Date:		

(X) SHEETING AND SHORING (COMPLETE ITEMS X-1 THRU X-7)

X-1. Removal of Trees: ☐ Yes ☒ No	X-2. Underpinning Required: ☐ Yes ☒ No	X-3. Required Notification to adjacent property owner: ☒ Yes ☐ No	OFFICIAL USE ONLY	
X-4. Tiebacks: ☒ Yes ☐ No			X-5. DC Surveyors Plat Submitted: ☒ Yes ☐ No	X-6. Plans Certified by D.C. Licensed Engineer: ☒ Yes ☐ No
X-7. No. of Cubic ft Removed: 200000			By:	Date:

(Y) TENANT LAYOUT (COMPLETE ITEMS Y-1 THRU Y-3)

Y-1. First Occupant in Space: ☐ Yes ☐ No	Y-3. Type of Tenant Layout:	OFFICIAL USE ONLY
Y-2. Floor Location of Tenant Layout:		Fee:
By:		Date:

(Z) SWIMMING POOL (COMPLETE ITEMS Z-1 THRU Z-12)

Z-1. Type of Swimming Pool:	Z-3. Fence: ☐ Yes ☐ No	Z-5. Pool Cover: ☐ Yes ☐ No	Z-6. D.C. Surveyor's Plat Submitted: ☐ Yes ☐ No	Z-9. Pool Type:	OFFICIAL USE ONLY
Z-2. No. of Gallons:					Z-4. Height of Fence:
Z-7. Depth of Pool at High End:	Z-8. Depth of Pool at Lower End:	Z-10. Length:	Z-11. Width:	Z-12. Area:	By:
					Date:

(AA) SPECIAL SIGN (COMPLETE ITEMS AA-1 THRU AA-11)

AA-1. Application Change of Special Sign Artwork and copy:	AA-2. Existing Permit No.:	AA-5. Is the Applicant Seeking a "Temporary Permit":	AA-6. Face Direction of the Wall at St Frontage:
AA-3. Is the Proposed Special Sign Located in a Residential Zoned Area: ☐ Yes ☐ No	AA-4. Is the Proposed Special Sign Wall Part of a Historic Building or a Historic District : ☐ Yes ☐ No	AA-7. Has the Applicant Completed an Affidavit that is in Compliance with the D.C."Clean Hands Act": ☐ Yes ☐ No	OFFICIAL USE ONLY
AA-8. Is the Applicant Registered with the District of Columbia Office of Tax and Revenue : ☐ Yes ☐ No	AA-9. Does the Applicant have a Valid D.C Certificate of Good Standing : ☐ Yes ☐ No	AA-10. Proposed Dimensions of the Special Sign (Width):	AA-11. Proposed Dimensions of the Special Sign (Height):
By:		Date:	

(AB) PROJECTION (COMPLETE ITEMS AB-1 THRU AB-12)

AB-1. Type of Projection:	AB-2. Is Projection Beyond Building Line: ☐ Yes ☐ No	AB-3. Number of Projections:	AB-4. Distance of Projection:	OFFICIAL USE ONLY
AB-5. Width of Projection	AB-6. Width of Building Frontage:	AB-7. Signature of owner: ☐ Yes ☐ No	AB-8. Street Name:	Fee:
AB-9. Street Width: Ft.	AB-10. Road Width: Ft.	AB-11. Sidewalk Width: Ft.	AB-12. Parking Restrictions:	By:
				Date:

(AC) EXCAVATION ONLY (COMPLETE ITEM AC-1)

AC-1. No. of Cubic Feet Removed:	OFFICIAL USE ONLY
Fee:	By:
Date:	

(AD) TENT (COMPLETE ITEMS AD-1 THRU AD-9)

AD-1. Total No. of Tents:	AD-2. Event Date From:	AD-3. Event Date To:	AD-4. Special Event Name:	AD-5. Certificate of Flame Resistance: ☐ Yes ☐ No	AD-6. Site Plan: ☐ Yes ☐ No
AD-7. Number of Tents:	AD-8. Length of Tent:	AD-9. Width of Tent:	OFFICIAL USE ONLY		
AD-7A.	AD-8A.	AD-9A.	Fee:	By:	Date:
AD-7B.	AD-8B.	AD-9B.			
AD-7C.	AD-8C.	AD-9C.			

(AE) ANTENNA (COMPLETE ITEMS AE-1 THRU AE-20)

AE-1. Type of Antenna Proposed:	AE-2. Number of Existing Antennas on Site:	AE-3. Number of Proposed Antennas on Site:	AE-4. Replacement Antenna: ☐ Yes ☐ No	AE-5. Mount Type:	AE-6. Accessory Equipment Location:
AE-7. Existing and/or Proposed Equipment Cabinet Height:	AE-8. Existing and/or Proposed Equipment Platform Height:	AE-9. Existing and/or Screening Provided Height:	AE-10 Height of Building from the Grade to Roof:	OFFICIAL USE ONLY Fee:	
AE-11. Height of Building from the curb to Roof:	AE-12. Height of Proposed Antennas from the Grade to Roof:	AE-13. Height of Proposed Antennas from the Curb to Roof:	AE-14. Fully Mounted height of all Antennas and Equipment from the Roof and/or Parapet:	By:	Date:
AE-15. Office of Planning Recommendation Letter: ☐ Yes ☐ No	AE-16. Radio Frequency Letter: ☐ Yes ☐ No	AE-17. Scaled D.C. Surveyor's Plats: ☐ Yes ☐ No	AE-18. Scaled Plans Elevations and the Sheet Location within the Plans: ☐ Yes ☐ No	AE-19. Structural Certification: ☐ Yes ☐ No	AE-20. Screening Provided: ☐ Yes ☐ No

(AF) LEAD ABATEMENT (COMPLETE ITEMS AF-1 THRU AF-2)

AF-1. Was the structure Built before 1978: ☐ Yes ☒ No	AF-2. Removing more than 2 Sq Ft. of Lead Paint: ☐ Yes ☒ No	OFFICIAL USE ONLY Fee: By: Date:	
--	--	--	--

(AG) GREEN BUILDING (COMPLETE ITEMS AG-1 THRU AG-13)

AG-1. Green Building: ☐ Yes ☐ No	AG-2. Certification Level : DC Green Code	AG-3. Owner Type :	AG-4. Scope of Project:	AG-5. Project Type:
AG-6. Green Building Standards: DC Green Code	AG-7. Other Standard:	AG-8. Energy Star Rating:	AG-9. Green Building Square Feet: 18984.00	
AG-10. LEED Scorecard Provided: ☐ Yes ☐ No	AG-11. Is Project Publicly - Owned or Financed : ☐ Yes ☒ No	AG-12. Is the Project Substantial Improvement: ☐ Yes ☒ No	OFFICIAL USE ONLY Fee: By: Date:	
AG-13. Green Design Elements:				
☐ Cool Roof ☐ Energy Efficient HVAC System ☐ Energy Efficient Lighting ☐ Green Roof ☐ Greywater ☐ Geothermal System ☐ Hazard Reducing Product ☐ Hydro Power ☐ Low Emitting Windows ☐ Low Flush Toilets ☐ Low Flow Shower Heads ☐ Local Regional Building Materials ☐ Passive Solar Energy ☐ Permeable Concrete ☐ Plant Building Material ☐ Recycled Building Materials ☐ Wind Power Energy				

(AH) CIVIL SITE WORK ONLY

AH-1. Applicant's First Name:	AH-2. Applicant's Last Name:	AH-3. Applicant's Organization Name:	AH-4. Applicant's Street Address:	
AH-5. Applicant's Suite or Unit:	AH-6. Applicant's City:	AH-7. Applicant's State:	AH-8. Applicant's Zip Code:	AH-9. Applicant's Phone:
AH-10. Applicant's Email:	AH-11. Is Lot(s) Vacant ?: ☐ Yes ☐ No	AH-12. Contractor's Information Available: ☐ Yes ☐ No		AH-13. Contractor's First Name:
AH-14. Contractor's Last Name:	AH-15. Contractor's Organization Name:	AH-16. Contractor's Street Address:	AH-17. Contractor's Suite or Unit:	
AH-18. Contractor's City:	AH-19. Contractor's State:	AH-20. Contractor's Zip Code:	OFFICIAL USE ONLY	Fee:
AH-21. Contractor's Phone:	AH-22. Contractor's Email:		By:	Date:

(AI) APPLICANT'S SIGNATURE

- A. OWNER: I hereby certify that I am the owner of the property, that the application and plans are complete and correct to the best of my knowledge, that if a permit (or permits) is issued, the construction will conform to the D.C. Construction Codes, the Zoning Regulations, and other applicable laws and regulations of the District of Columbia.

Signature of Owner _____ Address _____ Date _____

- B. AGENT: I hereby certify that I have the authority of the owner to make this application. I declare that the application and plans are complete and correct to the best of my knowledge. The owner has assured me that if a permit (or Permits) is issued, the construction will conform to the D.C. Construction Codes, the Zoning Regulations, and other applicable laws and regulations of the District of Columbia

Signature of Agent _____ Address _____ Date _____

(AJ) APPROVALS (DO NOT WRITE ON THIS PAGE; OFFICIAL USE ONLY):

A. PERMIT CONTROL		C. PLANS AND APPLICATION APPROVAL	
☐ 1. Fine Arts by: _____ Date: _____ ☐ 2. Historic by: _____ Date: _____ ☐ 3. Cap. Gateway by: _____ Date: _____ ☐ 4. NCPC: _____ Date: _____ ☐ 5. W.H./Obs. Precinct by: _____ Date: _____ ☐ 6. Flood Control by: _____ Date: _____ ☐ 7. WMATA by: _____ Date: _____ ☐ 8. Condem. by: _____ Date: _____ ☐ 9. Rental Accom. by: _____ Date: _____ ☐ 10. Chinatown Distr. by: _____ Date: _____ ☐ 11. Utility Clearance by: _____ Date: _____ ☐ 12. General Liability Ins. Policy Clearance by: _____ Date: _____	☐ 1. Information Counter by: _____ Date: _____ ☐ 2. Information Center by: _____ Date: _____ ☐ (a) ABRA by: _____ Date: _____ ☐ (b) Noise Control by: _____ Date: _____ ☐ (c) Industrial Safety by: _____ Date: _____ ☐ (d) Vector Control by: _____ Date: _____ ☐ (e) D.C. Animal by: _____ Date: _____ ☐ (f) Police Dept. by: _____ Date: _____ ☐ 3. Zoning by: _____ Date: _____ Zoning Update by: _____ Date: _____ Zoning Overlay approval by: _____ Date: _____ ☐ 4. DDOT – Permit and Records Division/Deposit # _____ Sidewalk Deposit \$ _____ Driveway Deposit \$ _____ by _____ Date _____ ☐ 5. Water/Sewer Design Branch Consumer Eng. by: _____ Date _____ ☐ 6. Environmental Regulation Administration ☐ Environmental Policy Review Control No. _____ by _____ Date _____ ☐ Erosion Control by: _____ Date _____ ☐ Storm Water Mgmt. by: _____ Date _____ Plan No _____ ☐ Air Quality by: _____ Date _____ ☐ Underground Storage by: _____ Date _____ ☐ 7. Mechanical Eng. Review by: _____ Date _____ ☐ 8. Plumbing Eng. Review by _____ Date _____ ☐ 9. Electrical Eng. Review by: _____ Date _____ ☐ 10. Health Plan Review ☐ (a) Food Plan Review by: _____ Date _____ ☐ (b) Medical X-Ray Plan Rev. by: _____ Date _____ ☐ 11. Fire Protection Plan Review by: _____ Date _____ ☐ 12. D.C. Fire Dept. (Fire Prevention Plan Review Section) by: _____ Date _____ ☐ 13. Elevator Plan Rev. Sec. by: _____ Date _____ ☐ 14. Plumbing Insp Rev. by: _____ Date _____ ☐ 15. Construction Insp. Branch (Field Check) by: _____ Date _____ ☐ 16. Historic Pres. Div. by: _____ Date _____ ☐ 17. EISF: _____ Date _____ ☐ 18. Structural Eng. by: _____ Date _____ ☐ 19. Permit and Certificate Issuance Counter by: _____ Date _____ ☐ 20. QC By: _____ Date _____		
B. CLEARANCE TO FILE PLANS			
☐ 1. Zoning by: _____ Date: _____ ☐ 2. DDOT – Permit and Records Division Access to Parking Street ☐ Street ☐ Alley Cleared by: _____ Date: _____ ☐ 3. DDOT – Consumer Engineer Cleared by: _____ Date: _____ ☐ 4. ERA – Erosion Control Cleared by: _____ Date: _____			
Restrictions of the Permit:			
TO REPORT WASTE, FRAUD, OR ABUSE BY ANY D.C. GOVERNMENT OFFICIAL, CALL THE D.C. INSPECTOR GENERAL AT 1-800-521-1639			
ZONING		DDOT – PUBLIC SPACE	
C of O Number _____ Date _____ Existing Use(s) _____ Proposed Use _____ _____	☐ New Bldg ☐ P.O.D. ☐ File in room 2124	Street Name: _____ Street Width: _____ Road Width: _____ Sidewalk Width: _____ Parking: _____	
Job No.	BZA Case No	PUD Order No.	Restrictions:

EXHIBIT B
FOUNDATION PERMIT APPLICATION

PRE-FILE NUMBERS		ZONING DISTRICT	FILE NUMBER	PERMIT NUMBER	
N.C.P.C. No:	O.G. No:				By:
H.P.A. No:	S.S.L. No: 3100 0048	Ward No: 5	Receipt No:	Date:	Receipt No:



DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
 BUILDING AND LAND REGULATION ADMINISTRATION PERMIT SERVICE CENTER
 dcra.dc.gov



BLRA-33
(Rev.10/2011)

APPLICATION FOR CONSTRUCTION PERMITS ON PRIVATE PROPERTY
 (PRINT IN INK OR TYPE, DO NOT WRITE IN SHADED AREAS)

CLEARANCE TO FILE By _____ Date _____	ERASING, CROSSING OUT, WHITING OUT, OR OTHERWISE ALTERING ANY ENTERED INFORMATION WILL VOID THIS APPLICATION
--	--

(A) ALL APPLICANTS MUST COMPLETE ITEMS 1 THRU 32

1 Address of Proposed Work: 1600 NORTH CAPITOL STREET NW		Suite No.	2. Lot 0048	3. Square 3100	4. Application Date 6/10/2015						
5 Owner of Building or Property Five Q, LLC Attn: Ted Kalriess		6 Address (include Zip Code) 3399 BENNING RD NE Washington, DC 20019		7 Phone 540-882-3100							
8 Agent for Owner: (if applicable) David Fontana/Evan O'Brien McKee Services Corp		9. Address (include Zip Code) 10505 Judicial Dr #200 Fairfax, VA 22030		10. Phone 703-691-1100							
11. Type of Proposed Work (Select only one) ALL APPLICANTS MUST COMPLETE SECTIONS AF AND AI											
☐ New Building(B) ☐ Awning(G) ☐ Fire Retardant Paint(O) ☐ Sheeting and Shoring(X) ☐ Addition(B) ☐ Sign(H) ☐ Flag Pole(P) ☐ Tenant Layout(Y) ☐ Addition Alteration Repair(B) ☐ After Hours(I) ☐ Observation Stand(Q) ☐ Swimming Pool(Z) ☐ Alteration and Repair(B) ☐ Demolition(J) ☐ Scaffolding Information (R) ☐ Special Sign(AA) ☐ Raze Building(C) ☐ Blasting Operations(K) ☐ Soil Boring(S) ☐ Projection(AB) ☐ Retaining Wall(D) ☐ Christmas Tree Stand(L) ☐ Tower Crane(T) ☐ Excavation only (AC) ☐ Fence(E) ☐ Fireworks Stand(L) ☒ Foundation Only(U) ☐ Tent(AD) ☐ Shed(F) ☐ Exterior Cleaning Information(M) ☐ Underground Storage Tank(V) ☐ Antenna (AE) ☐ Garage(F) ☐ Capacity Placard(N) ☐ Water And Damp Proofing(W) Civil Site Work Only (AH)											
12. Description of Proposed Work Foundation to Grade for new 6 Story with Cellar and sub grade parking level, mixed use, retail and residential, building. Up to 95 residential unit and 41 parking spaces.											
13 Existing Use(s) of Building or Property Mixed Use (provide description)		14 Ex. No of Stories of Bldg 0	15 Ex. No of Dwelling Units 0	<table border="1"> <tr> <th align="center" colspan="2">Official Use Only</th> </tr> <tr> <td colspan="2">Miscellaneous FEE</td> </tr> <tr> <td>\$</td> <td></td> </tr> </table>		Official Use Only		Miscellaneous FEE		\$	
Official Use Only											
Miscellaneous FEE											
\$											
16 Proposed Use(s) of Building or Property Mixed Use (provide description)		17 Prop. No of Stories of Bldg 6	18 Prop. No of Dwelling Units 95	By:	Date:						
19 Starting Date	20 Completion Date of work	21 Method of Removing Construction Debris ☐ Pick-up Truck ☐ Dumpster ☐ Other (specify)		22 Does the proposed work involve disturbing the earth or razing a building? ☒ Yes, answer q. 23 ☐ No, SKIP q. 23-27							
23. Is the area of disturbed earth more than 50 sq. ft? ☒ Yes, answer q. 24-25 ☐ No, SKIP q. 24-25		24. Soil Erosion Control Methods Silt Fence, IP, SCE		25. Area of Offsite Drainage 0.00 sq. ft	26. No of Footings or Columns						
				27. Size of Footings or Columns							

ALWAYS SIGN THE APPLICATION ON PAGE 8 (SECTION AI)

Complete Section B if the proposed work is **new building, addition or alteration.** (Page 2)
 Complete Section C if the proposed work is **razing a building.** (Page 2)
 Complete Section D if the proposed work is a **retaining wall.** (Page 2)
 Complete Section E if the proposed work is a **fence.** (Page 3)
 Complete Section F if the proposed work is a **shed/garage.** (Page 3)
 Complete Section G if the proposed work is an **awning.** (Page 3)
 Complete Section H if the proposed work is a **sign.** (Page 3)

OFFICIAL USE ONLY				
	R	P	H	A
M				
P				
E				W ☐ Yes ☐ No
F				PLANS
S				☐ No ☐ Sm ☐ Lg

28. Existing Stories Plus:		29. Proposed Stories Plus: Basement		30. Existing Stories Penthouse: ☐ Yes ☒ No		31. Proposed Stories Penthouse: ☐ Yes ☒ No		32. Is this related to a Stop Work order: ☐ Yes ☒ No			
(B) NEW BUILDING ,ADDITION, & ALTERATION (COMPLETE ITEMS B-1 THRU B-37)											
B-1. Architect's Name:		B-2. D.C. Lic. No.:		B-3. Architect's Address: (include Zip Code)			B-4. Phone:				
B-5. Engineer's Name:		B-6. D.C. Lic. No.:		B-7. Engineer's Address: (include Zip Code)			B-8. Phone:				
B-9. Building Contractor's Name:		B-10. D.C. Lic. No.:		B-11. Contractor's Address:			B-12. Phone:				
B-13. Type of Construction: ☐ Masonry ☐ Steel ☐ Wood ☐ Other ☐ Concrete		B-14. Fire Suppression: ☐ Fully Sprinklered ☐ Partially Sprinklered ☐ Standpipe System ☐ None ☐ Other		B-15. Booster Pump: ☐ New ☐ Existing ☐ None	B-16. Total Lot Area : Sq. ft	B-18. Present Gross Floor Area of Bldg.:		B-17. Breakdown of Lot Area (=100%)			
							a. building		%		
							b. paved area		%		
							c. greenery		%		
B-19. Proposed Gross floor Area of Bldg.:		B-20. Length:	B-21. Width:	B-22.Height:	B-23. Floors involved in this permit: ☐ All ☐ Floors		B-24. Projection beyond building line? ☐ Yes, Answer q. B-23 to B-27 ☐ No. SKIP q. B-23 to B-27				
B-25. Number and type of projection:			B-26. Distance of Projection: ft.		B-27. Width of Projection: Ft.		B-28. Width of Building frontage: Ft		B-29. Signature of Owner (projection only):		
B-30. Water or Sewer Excavation: ☐ Yes ☐ No		B-31. Driveway Construction: ☐ Yes ☐ No		B-32. Sheeting/Shoring Necessary: ☐ Yes ☐ No		B-33. Elevators Involved: ☐ Yes, Answer B-34. ☐ No		B-34. No. and Type of Elevator:		B-35. Plans Certified by Engineer: ☐ Yes, Cert. Attached ☐ No	
B-36. Estimated Cost of Work (a) New/Add.: \$ _____ (b) Alt/Repair \$ _____ Total \$ _____				OFFICIAL USE ONLY							
				Alter/Repair FEE		New Const. FEE		Filing Fee		TOTAL PERMIT FEE	
				\$		\$		\$		\$	
B-37. Volume of New Bldg. or Addition Cubic ft.			By:	Date:	By:	Date:	By:	Date:	By:	Date:	
(C) RAZING A BUILDING (COMPLETE ITEMS C-1 THRU C-18)											
C-1. Insurance Company:			C-2. Policy or Cert. No.:			C-3. Policy Expiration Date:		C-4. Raze Method:			
C-5. Building Material:			C-6. Raze Entire Building: ☐ Yes ☐ No		C-7. Building is Condemned: ☐ Yes ☐ No		C-8. Building is Vacant: ☐ Yes ☐ No		C-9. Building has Vault: ☐ Yes ☐ No		
									C-10. Disconnect Utilities : ☐ Yes ☐ No		
C-11. Length:		C-12. Width:		C-13. Height:		C-14. Volume:		OFFICIAL USE ONLY			
C-15. Is Building an Accessory Structure: ☐ Yes ☐ No		C-16. Asbestos in the building? ☐ No ☐ Yes, location _____		C-17. Party Wall: ☐ Yes ☐ No		C-18. Owners Notified: ☐ Yes ☐ No		Fee:\$		By:	Date :
(D) RETAINING WALL (COMPLETE ITEMS D-1 to D-6)											
The retaining wall will not obstruct any accessible parking required by D.C. Zoning Regulations											
D-1. Cost of work,\$:		D-2. Material:			D-3. Height:		D-4. Color:		D-5. Location: ☐ Entirely on Owner's Land ☐ Party Line with Adjacent Neighboring Land *		
*If party wall , the owner of the adjoining property must agree to the erection of the retaining wall and this application											
D-6. Address of Adjoining Owner:						OFFICIAL USE ONLY					
						Fee: \$		By:		Date:	

(E) FENCE (COMPLETE ITEMS E-1 THRU E-5)

E-1. Material and Type:	E-2. Height:	E-3. Color:	E-4. Location: ☐ Entirely on Owner's Land ☐ Party Line with Adjacent Neighboring Land*
*If party fence, the owner of the adjoining property must agree to the erection of the fence and this application			
E-5. Address of Adjoining Owner:			

(F) SHED OR GARAGE (COMPLETE ITEMS F-1 THRU F-9)

F-1. Number:	F-2. Length: Ft.	F-3. Width: Ft.	F-4. Area: Sq. ft.	F-5. Height : Ft.	F-6. Volume: cu. ft.	OFFICIAL USE ONLY	
F-7. Est. Cost of work: \$						F-8. Material of sides	
F-9. Color:						By:	Date:

(G) AWNING (COMPLETE ITEMS G-1 THRU G-10)

G-1. Number:	G-2. Color:	G-3. Type ☐ Folding ☐ Fixed:	G-4. Projections: Beyond Bldg. Line _____ in. Beyond pt of attachment _____ in.	G-5. Height of Lowest Part of awning: (a) _____ ft Above sidewalk (b) _____ ft Above parking (c) _____ ft Above grade	OFFICIAL USE ONLY		
G-6. Material of Frame:	G-7. Material of Covering:	G-8. Lettering on awning ☐ Yes ☐ No	G-9. Fixed Posts: ☐ Yes ☐ No	G-10. Over Side-Walk café: ☐ Yes ☐ No	Fees:		
					By:	Date:	

(H) SIGN (COMPLETE ITEMS H-1 THRU H-20)

H-1. Number:	H-2. Electric Signs: ☐ Yes, Answer q. H-3 to H-8 ☐ No, SKIP q. H-3 to H-8	H-3. Type: ☐ Incandes ☐ Fluoresc ☐ Neon	H-4. Power: VA	H-5. Electrical Contractor:			
				Business License Number:			
H-5. Address of Electrical Contractor: (include zip)		H-6. Signature of Licensed Electrician :		H-7. Phone No.		H-8. License No.	
H-9. Height relative to building and ground (a) _____ ft _____ in above sidewalk (b) _____ ft _____ in above roof (c) _____ ft _____ in is building height (d) _____ ft _____ in above projection of Window (e) _____ ft _____ in from roof to sign's bottom		H-10. Material of Sign:		H-11. Type of Sign:		H-12. Color:	
		H-13. Width: Ft.	H-14. Length: Ft.	H-15. Area of Sign: Sq. ft		H-16. Width of Business frontage: Ft.	
H-17. C of O No for Bldg.:		H-18. Sign Contractor Name:		OFFICIAL USE ONLY			
				Sign FEE Elect. FEE Total FEE			
H-19. Sign Contractor's Address:		H-20. Phone:		\$		\$	
				\$		\$	
				By:	Date:	By:	Date:
				By:	Date:	By:	Date:

(I) AFTER HOURS (COMPLETE ITEMS I-1 THRU I-8)

I-1. Type of permit:	I-2. Existing Permit No:	I-3. Date of Operation From:	I-4. Date of Operation To:	OFFICIAL USE ONLY	
				Fee:	
I-5. Hours of Operation From:	I-6. Hours of Operation To:	I-7. 500 ft from Residential Zone/Hotel: ☐ Yes ☐ No	I-8. Located in Residential Zone: ☐ Yes ☐ No	By:	Date:

(J) DEMOLITION (COMPLETE ITEMS J-1 THRU J-5)

J-1. Type of Demolition:	J-2. Type of Walls	J-4. Roof Remain: ☐ Yes ☐ No	OFFICIAL USE ONLY		
		Fee:			
J-3. Number of Exterior Walls Removed	J-5. Are Walls Load-Bearing: ☐ Yes ☐ No		By:	Date:	

(K) BLASTING OPERATIONS (COMPLETE ITEM K-1)

K-1. Type of structure:	OFFICIAL USE ONLY		
Fee:		By:	Date:

(L) CHRISTMAS TREE STAND OR FIREWORKS STAND (COMPLETE ITEMS L-1 THRU L-10)

L-1. No. of Stands:	L-2. Stand Location:	L-3. Electrical Permit No.:	OFFICIAL USE ONLY		
			Fee:		
L-4. Electrical Use: ☐ Yes ☐ No	L-5. Letter of Authorization: ☐ Yes ☐ No	L-6. Starting Date:		By:	
L-7. Expiration Date:	L-8. Power Requirements:	L-9. Site Plan: ☐ Yes ☐ No	L-10. Surveyors Plat: ☐ Yes ☐ No	Date:	

(M) EXTERIOR CLEANING INFORMATION (COMPLETE ITEMS M-1 THRU M-4)

M-1. Exterior Cleaned:	M-2. Material Used:	OFFICIAL USE ONLY	
		Fee:	
M-3. Scaffolding: ☐ Yes ☐ No	M-4. Location of Scaffold:	By:	Date:

(N) CAPACITY PLACARD (COMPLETE ITEMS N-1 THRU N-13)

N-1. Name:	N-2. Max Occupancy Load:	N-3. Location:	N-4. Sprinkler: ☐ Yes ☐ No	N-5. Bathroom Requirements satisfied: ☐ Yes ☐ No	N-6. Exit Requirements Satisfied: ☐ Yes ☐ No	
N-7. Room	N-8. Name of Area	N-9. Floor Location:	N-10. Type of Seating:	N-11. Net Square ft:	N-12. Capacity Use:	N-13. Max Allowable Capacity:
N-7A.	N-8A.	N-9A.	N-10A.	N-11A.	N-12A.	N-13A.
N-7B.	N-8B.	N-9B.	N-10B.	N-11B.	N-12B.	N-13B.
N-7C.	N-8 C.	N-9 C.	N-10 C.	N-11 C.	N-12 C.	N-13C.

OFFICIAL USE ONLY

Fee:	By:	Date:
------	-----	-------

(O) FIRE RETARDANT PAINT (COMPLETE ITEMS O-1 THRU O-4)

O-1. Quantity of Paint(Gallons):	O-2. Painted Surfaces:	OFFICIAL USE ONLY	
		Fee:	
O-3. Painted surfaces Location:	O-4. Sq. Footage Painted:	By:	Date:

(P) FLAG POLE (COMPLETE ITEMS P-1 THRU P-5)

P-1. Pole Location:		P-2. Site Location:		OFFICIAL USE ONLY	
				Fee:	
P-3. Pole Height:	P-4. Projection Distance:	P-5. Attached to Building: ☐ Yes ☐ No		By:	Date:

(Q) OBSERVATION STAND (COMPLETE ITEMS Q-1 THRU Q-5)

Q-1. Name of Function:		Q-2. Starting Date:		OFFICIAL USE ONLY	
				Fee:	
Q-3. Ending Date:	Q-4. Hours of Use From:	Q-5. Hours of Use To:		By:	Date:

(R) SCAFFOLDING INFORMATION (COMPLETE ITEMS R-1 THRU R-5)

R-1. No. of Stories:	R-2. Engineer of Record:	R-4. Location of Scaffold:	OFFICIAL USE ONLY		
			Fee:		
R-3. Building Permit No.:	R-5. Engineer Signature: ☐ Yes ☐ No		By:	Date:	

(S) SOIL BORING (COMPLETE ITEMS S-1 THRU S-3)

S-1. No. of Bores:	S-2. Location of Bores:	S-3. Site Plan: ☐ Yes ☐ No	OFFICIAL USE ONLY		
			Fee:	By:	Date:

(T) TOWER CRANE (COMPLETE ITEMS T-1 THRU T-5)

T-1. Crane Location:	T-3. Duration Date From:	T-4. Duration Date To:	OFFICIAL USE ONLY		
			Fee:		
	T-2. Crane Pad Approved: ☐ Yes ☐ No	T-5. Site Plan: ☐ Yes ☐ No	By:	Date:	

(U) FOUNDATION ONLY (COMPLETE ITEMS U-1 THRU U-5)

U-1. Type of Foundation Slab on Ground		U-5. Total Cubic Feet: 200000	OFFICIAL USE ONLY		
			Fee:		
U-2. Removal of Trees: ☐ Yes ☒ No	U-3. Underpinning Required: ☐ Yes ☒ No	U-4. Required Notification to Adjacent Property Owner: ☒ Yes ☐ No	By:	Date:	

(V) UNDER GROUND STORAGE TANK (COMPLETE ITEMS V-1 THRU V-2)

V-1. Size of Tank: Gallons	OFFICIAL USE ONLY				
V-2. Location of Tank:	Fee:	By:	Date:		

(W) WATER AND DAMP PROOFING (COMPLETE ITEMS W-1 THRU W-2)

W-1. Sq feet Affected:	OFFICIAL USE ONLY				
W-2. Location:	Fee:	By:	Date:		

(X) SHEETING AND SHORING (COMPLETE ITEMS X-1 THRU X-7)

X-1. Removal of Trees: ☐ Yes ☐ No	X-2. Underpinning Required: ☐ Yes ☐ No	X-3. Required Notification to adjacent property owner: ☐ Yes ☐ No	OFFICIAL USE ONLY	
Fee:				
X-4. Tiebacks: ☐ Yes ☐ No	X-5. DC Surveyors Plat Submitted: ☐ Yes ☐ No	X-6. Plans Certified by D.C. Licensed Engineer: ☐ Yes ☐ No	X-7. No. of Cubic ft Removed:	By: _____ Date: _____

(Y) TENANT LAYOUT (COMPLETE ITEMS Y-1 THRU Y-3)

Y-1. First Occupant in Space: ☐ Yes ☐ No	Y-3. Type of Tenant Layout:	OFFICIAL USE ONLY
Fee:		
Y-2. Floor Location of Tenant Layout:		By: _____ Date: _____

(Z) SWIMMING POOL (COMPLETE ITEMS Z-1 THRU Z-12)

Z-1. Type of Swimming Pool:	Z-3. Fence: ☐ Yes ☐ No	Z-5. Pool Cover: ☐ Yes ☐ No	Z-6. D.C. Surveyor's Plat Submitted: ☐ Yes ☐ No	Z-9. Pool Type:	OFFICIAL USE ONLY		
Fee:							
Z-2. No. of Gallons:	Z-4. Height of Fence:	Z-7. Depth of Pool at High End:	Z-8. Depth of Pool at Lower End:	Z-10. Length:	Z-11. Width:	Z-12. Area:	By: _____ Date: _____

(AA) SPECIAL SIGN (COMPLETE ITEMS AA-1 THRU AA-11)

AA-1. Application Change of Special Sign Artwork and copy:	AA-2. Existing Permit No.:	AA-5. Is the Applicant Seeking a "Temporary Permit":	AA-6. Face Direction of the Wall at St Frontage:
AA-3. Is the Proposed Special Sign Located in a Residential Zoned Area: ☐ Yes ☐ No	AA-4. Is the Proposed Special Sign Wall Part of a Historic Building or a Historic District : ☐ Yes ☐ No	AA-7. Has the Applicant Completed an Affidavit that is in Compliance with the D.C."Clean Hands Act": ☐ Yes ☐ No	OFFICIAL USE ONLY
Fee:			
AA-8. Is the Applicant Registered with the District of Columbia Office of Tax and Revenue : ☐ Yes ☐ No	AA-9. Does the Applicant have a Valid D.C Certificate of Good Standing : ☐ Yes ☐ No	AA-10. Proposed Dimensions of the Special Sign (Width):	AA-11. Proposed Dimensions of the Special Sign (Height):
By: _____		Date: _____	

(AB) PROJECTION (COMPLETE ITEMS AB-1 THRU AB-12)

AB-1. Type of Projection:	AB-2. Is Projection Beyond Building Line: ☐ Yes ☐ No	AB-3. Number of Projections:	AB-4. Distance of Projection:	OFFICIAL USE ONLY
Fee:				
AB-5. Width of Projection	AB-6. Width of Building Frontage:	AB-7. Signature of owner: ☐ Yes ☐ No	AB-8. Street Name:	
AB-9. Street Width: Ft.	AB-10. Road Width: Ft.	AB-11. Sidewalk Width: Ft.	AB-12. Parking Restrictions:	By: _____ Date: _____

(AC) EXCAVATION ONLY (COMPLETE ITEM AC-1)

AC-1. No. of Cubic Feet Removed:	OFFICIAL USE ONLY
Fee:	By: _____ Date: _____

(AD) TENT (COMPLETE ITEMS AD-1 THRU AD-9)

AD-1. Total No. of Tents:	AD-2. Event Date From:	AD-3. Event Date To:	AD-4. Special Event Name:	AD-5. Certificate of Flame Resistance: ☐ Yes ☐ No	AD-6. Site Plan: ☐ Yes ☐ No
AD-7. Number of Tents:	AD-8. Length of Tent:	AD-9. Width of Tent:	OFFICIAL USE ONLY		
AD-7A.	AD-8A.	AD-9A.	Fee:	By: _____	Date: _____
AD-7B.	AD-8B.	AD-9B.			
AD-7C.	AD-8C.	AD-9C.			

(AE) ANTENNA (COMPLETE ITEMS AE-1 THRU AE-20)

AE-1. Type of Antenna Proposed:	AE-2. Number of Existing Antennas on Site:	AE-3. Number of Proposed Antennas on Site:	AE-4. Replacement Antenna: ☐ Yes ☐ No	AE-5. Mount Type:	AE-6. Accessory Equipment Location:
AE-7. Existing and/or Proposed Equipment Cabinet Height:	AE-8. Existing and/or Proposed Equipment Platform Height:	AE-9. Existing and/or Screening Provided Height:	AE-10 Height of Building from the Grade to Roof:	OFFICIAL USE ONLY Fee:	
AE-11. Height of Building from the curb to Roof:	AE-12. Height of Proposed Antennas from the Grade to Roof:	AE-13. Height of Proposed Antennas from the Curb to Roof:	AE-14. Fully Mounted height of all Antennas and Equipment from the Roof and/or Parapet:	By:	Date:
AE-15. Office of Planning Recommendation Letter: ☐ Yes ☐ No	AE-16. Radio Frequency Letter: ☐ Yes ☐ No	AE-17. Scaled D.C. Surveyor's Plats: ☐ Yes ☐ No	AE-18. Scaled Plans Elevations and the Sheet Location within the Plans: ☐ Yes ☐ No	AE-19. Structural Certification: ☐ Yes ☐ No	AE-20. Screening Provided: ☐ Yes ☐ No

(AF) LEAD ABATEMENT (COMPLETE ITEMS AF-1 THRU AF-2)

AF-1. Was the structure Built before 1978: ☐ Yes ☐ No	AF-2. Removing more than 2 Sq Ft. of Lead Paint: ☐ Yes ☐ No	OFFICIAL USE ONLY Fee: By: Date:	
---	---	--	--

(AG) GREEN BUILDING (COMPLETE ITEMS AG-1 THRU AG-13)

AG-1. Green Building: ☐ Yes ☐ No	AG-2. Certification Level : Green Communities	AG-3. Owner Type :	AG-4. Scope of Project:	AG-5. Project Type:
AG-6. Green Building Standards: Green Communities	AG-7. Other Standard:	AG-8. Energy Star Rating:	AG-9. Green Building Square Feet: 18984.00	
AG-10. LEED Scorecard Provided: ☐ Yes ☐ No	AG-11. Is Project Publicly - Owned or Financed : ☐ Yes ☒ No	AG-12. Is the Project Substantial Improvement: ☐ Yes ☒ No	OFFICIAL USE ONLY Fee: By: Date:	
AG-13. Green Design Elements:				
☐ Cool Roof ☐ Energy Efficient HVAC System ☐ Energy Efficient Lighting ☐ Green Roof ☐ Greywater ☐ Geothermal System ☐ Hazard Reducing Product ☐ Hydro Power ☐ Low Emitting Windows ☐ Low Flush Toilets ☐ Low Flow Shower Heads ☐ Local Regional Building Materials ☐ Passive Solar Energy ☐ Permeable Concrete ☐ Plant Building Material ☐ Recycled Building Materials ☐ Wind Power Energy				

(AH) CIVIL SITE WORK ONLY

AH-1. Applicant's First Name:	AH-2. Applicant's Last Name:	AH-3. Applicant's Organization Name:	AH-4. Applicant's Street Address:	
AH-5. Applicant's Suite or Unit:	AH-6. Applicant's City:	AH-7. Applicant's State:	AH-8. Applicant's Zip Code:	AH-9. Applicant's Phone:
AH-10. Applicant's Email:	AH-11. Is Lot(s) Vacant ?: ☐ Yes ☐ No	AH-12. Contractor's Information Available: ☐ Yes ☐ No		AH-13. Contractor's First Name:
AH-14. Contractor's Last Name:	AH-15. Contractor's Organization Name:	AH-16. Contractor's Street Address:	AH-17. Contractor's Suite or Unit:	
AH-18. Contractor's City:	AH-19. Contractor's State:	AH-20. Contractor's Zip Code:	OFFICIAL USE ONLY	Fee:
AH-21. Contractor's Phone:	AH-22. Contractor's Email:		By:	Date:

(AI) APPLICANT'S SIGNATURE

- A. OWNER: I hereby certify that I am the owner of the property, that the application and plans are complete and correct to the best of my knowledge, that if a permit (or permits) is issued, the construction will conform to the D.C. Construction Codes, the Zoning Regulations, and other applicable laws and regulations of the District of Columbia.

Signature of Owner _____ Address _____ Date _____

- B. AGENT: I hereby certify that I have the authority of the owner to make this application. I declare that the application and plans are complete and correct to the best of my knowledge. The owner has assured me that if a permit (or Permits) is issued, the construction will conform to the D.C. Construction Codes, the Zoning Regulations, and other applicable laws and regulations of the District of Columbia

Signature of Agent _____ Address _____ Date _____

(AJ) APPROVALS (DO NOT WRITE ON THIS PAGE; OFFICIAL USE ONLY):

A. PERMIT CONTROL		C. PLANS AND APPLICATION APPROVAL	
☐ 1. Fine Arts by: _____ Date: _____ ☐ 2. Historic by: _____ Date: _____ ☐ 3. Cap. Gateway by: _____ Date: _____ ☐ 4. NCPC: _____ Date: _____ ☐ 5. W.H./Obs. Precinct by: _____ Date: _____ ☐ 6. Flood Control by: _____ Date: _____ ☐ 7. WMATA by: _____ Date: _____ ☐ 8. Condem. by: _____ Date: _____ ☐ 9. Rental Accom. by: _____ Date: _____ ☐ 10. Chinatown Distr. by: _____ Date: _____ ☐ 11. Utility Clearance by: _____ Date: _____ ☐ 12. General Liability Ins. Policy Clearance by: _____ Date: _____	☐ 1. Information Counter by: _____ Date: _____ ☐ 2. Information Center by: _____ Date: _____ ☐ (a) ABRA by: _____ Date: _____ ☐ (b) Noise Control by: _____ Date: _____ ☐ (c) Industrial Safety by: _____ Date: _____ ☐ (d) Vector Control by: _____ Date: _____ ☐ (e) D.C. Animal by: _____ Date: _____ ☐ (f) Police Dept. by: _____ Date: _____ ☐ 3. Zoning by: _____ Date: _____ Zoning Update by: _____ Date: _____ Zoning Overlay approval by: _____ Date: _____ ☐ 4. DDOT – Permit and Records Division/Deposit # Sidewalk Deposit \$ _____ Driveway Deposit \$ _____ by _____ Date _____ ☐ 5. Water/Sewer Design Branch Consumer Eng. by: _____ Date _____ ☐ 6. Environmental Regulation Administration ☐ Environmental Policy Review Control No. _____ by _____ Date _____ ☐ Erosion Control by: _____ Date _____ ☐ Storm Water Mgmt. by: _____ Date _____ Plan No _____ ☐ Air Quality by: _____ Date _____ ☐ Underground Storage by: _____ Date _____ ☐ 7. Mechanical Eng. Review by: _____ Date _____ ☐ 8. Plumbing Eng. Review by _____ Date _____ ☐ 9. Electrical Eng. Review by: _____ Date _____ ☐ 10. Health Plan Review ☐ (a) Food Plan Review by: _____ Date _____ ☐ (b) Medical X-Ray Plan Rev. by: _____ Date _____ ☐ 11. Fire Protection Plan Review by: _____ Date _____ ☐ 12. D.C. Fire Dept. (Fire Prevention Plan Review Section) by: _____ Date _____ ☐ 13. Elevator Plan Rev. Sec. by: _____ Date _____ ☐ 14. Plumbing Insp Rev. by: _____ Date _____ ☐ 15. Construction Insp. Branch (Field Check) by: _____ Date _____ ☐ 16. Historic Pres. Div. by: _____ Date _____ ☐ 17. EISF: _____ Date _____ ☐ 18. Structural Eng. by: _____ Date _____ ☐ 19. Permit and Certificate Issuance Counter by: _____ Date _____ ☐ 20. QC By: _____ Date _____		
B. CLEARANCE TO FILE PLANS			
☐ 1. Zoning by: _____ Date: _____ ☐ 2. DDOT – Permit and Records Division Access to Parking Street ☐ Street ☐ Alley Cleared by: _____ Date: _____ ☐ 3. DDOT – Consumer Engineer Cleared by: _____ Date: _____ ☐ 4. ERA – Erosion Control Cleared by: _____ Date: _____			
Restrictions of the Permit:			
TO REPORT WASTE, FRAUD, OR ABUSE BY ANY D.C. GOVERNMENT OFFICIAL, CALL THE D.C. INSPECTOR GENERAL AT 1-800-521-1639			
ZONING		DDOT – PUBLIC SPACE	
C of O Number _____ Date _____ Existing Use(s) _____ Proposed Use _____ _____	☐ New Bldg ☐ P.O.D. ☐ File in room 2124	Street Name: _____ Street Width: _____ Road Width: _____ Sidewalk Width: _____ Parking: _____ Restrictions: _____	
Job No.	BZA Case No	PUD Order No.	

EXHIBIT C
ZONING DATA SUMMARY SHEET



Zoning Data Summary

General Instructions: Pursuant to 12 DCMR, § 106.1.11.6, submit this completed form with Building Permit and Certificate of Occupancy applications for:

- proposed new construction of buildings
- additions to existing buildings
- changes in use or occupant load.

Print clearly in ink. Do not write in gray areas. Write N/A (non-applicable) for items that do not apply. If you erase, cross out, white out, or otherwise change any information on this application, the application will be void.

For more information, call the Office of Zoning Administrator at 202-442-4576. If you need more forms, you can download them at dcra.dc.gov (go to Permits/Zoning/Certificates of Occupancy and Zoning) or pick them up at the Permit Center, 1100 4th St SW, 2nd Floor

A. Site Address

Give complete and legal District address. If you need to apply for a new address, complete a New Address Application, before you complete this form. Do not abbreviate street names. Write the correct quadrant (NW, NE, SW, SE), suite or office number. Enter the correct Square, Suffix, and Lot number (SSL) or parcel ID.

Street Number 1600	Street Name NORTH CAPITOL STREET	Quadrant NW	Unit / Suite N/A	Application Date 06/12/2015
Square 3100	Suffix N/A	Lot 48	Proposed use MULTI-FAMILY RESIDENTIAL & RETAIL	

B. Owner & Contact Information

Agent must be an individual -- not company.

Owner of Building or Property FLORIDA & Q STREET, LLC	Complete mailing address (include zip) 6820 COMMERCIAL DRIVE, SPRINGFIELD, VA 22151	Phone Number(s) 703.750.6810	Email
Agent for owner, if applicable	Complete mailing address (include zip)	Phone Number(s)	Email

C. Zoning District & Special Development Restrictions

Give the correct zoning and overlay zoning district(s). Check with Zoning staff if you are unsure. If your proposed construction was subject to Board of Zoning Adjustments (BZA) or Zoning Commission review, write the order number. Attach copies of BZA order and Office of Zoning stamped plan exhibits (site plan, elevations, and floor plans).

District FLORIDA & Q STREET, LLC	Overlay(s), if any N/A
Number of Board of Zoning Adjustment (BZA) or Zoning Commission (ZC) Order, if applicable. 06-04	

D. Zoning Data

For items with asterisks (*) refer to the Definitions Section of the Zoning Regulations, 11 DCMR, § 199.1, available online at dcoz.dc.gov/info/req.shtm.

Data	Existing	Proposed	Official Use Only (code requirement)
Fill in both columns: numbers must match those on attached applications, plats, and plans.			
Units & Parking Spaces			
Number of dwelling units	0 Units	95 Units	
Number of parking spaces (9' x 19')	0 Units	41 Units	
Setbacks & Building Heights			
Side Yard* Setback (left when you face property)	N/A Linear feet	N/A Linear feet	
Side Yard* Setback (right when you face property)	N/A Linear feet	N/A Linear feet	
Rear Yard* Setback	N/A Linear feet	29'-4" Linear feet	
Building Height*	N/A Stories	6 Stories	
	N/A Feet	72'-4 1/2" TO PARAPET Feet	
Areas			
Lot Area	18,984 Square feet	18,984 Square feet	
Gross Floor Area* (GFA) of entire building (sum of all floors)	N/A Square feet	85,428 Square feet	
Floor Area Ratio*	N/A GFA / Lot Area	4.5 GFA / Lot Area	
Building Area* (sum of footprints of all buildings)	N/A Square feet	14,648 Square feet	
Lot Occupancy* (Bldg Area / Lot Area)	N/A %	77% %	

Form Completed by (sign and print name): Jennifer Marca, AIA Date: 06.11.2015

EXHIBIT D
CONSULTANT PROPOSALS



16905 Simpson Circle, Paeonian Springs, VA 20129

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May 4, 2015

Joe Mamo
CEO & Managing Member
Capitol Petroleum Group, LLC
6820-B Commercial Drive
Springfield, Virginia 22151

SUBJ: Construction Management Services Proposal

RE: 1600 N. Capitol St. NW

Dear Joe:

Please find attached our proposal for CMa (Construction Manager Advisor) services for the North Capitol Street project. KCM is pleased to have the opportunity to work with you and your team.

We have split the proposal into two parts; Construction Management services leading up to the Foundation to Grade permit and such services thereafter through construction. Preconstruction services are proposed as a budget based upon actual billable hours and Construction phase services are based upon a monthly lump sum amount based upon ½ time Senior Project Manager dedicated to project, with part time on-site management.

I look forward to the opportunity to discuss this with you in more detail.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Kalriess", written over a light gray rectangular background.

Ted W. Kalriess, P.E.
Founder



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SECTION I

PROJECT SPECIFIC TASKS

KCM believes we can be a very effective project manager for CPG; we are an excellent fit due to our depth in construction expertise and expertise in estimating and cost controls.

A Design Coordination/Project Management. KCM will work with the team members to add depth of construction estimating, constructability, cost controls and scheduling expertise during the design process:

- Manage and drive the team's responsibilities in deliverables.
- Provide input during design regarding details, systems and costs.
- Coordinate work between consultants (civil, architect and subconsultants, dry utility, etc)

B. On-Site Construction Management. KCM personnel have extensive construction backgrounds as executives/senior level managers. In addition, we have dealt with the largest general contractors and are known for our expertise. Our strong points include:

- Ability to identify field problems early, conflicts, potential delays and propose effective solutions.
- Strong construction expertise; ability to communicate with contractor at his depth of expertise.
- Team builder, we work to find creative solutions and are effective in getting performance from the contractor, subcontractors and design consultants.

B Cost Containment. KCM has demonstrated our skills in finding creative solutions to cost overruns and controlling costs. :

- Establish a realistic and accurate construction budget for project
- Provide real-time cost input during design process for Owner evaluation and decision.
- Manage the design team for completion of project documents in accordance with the budget.
- Maintain budget through completion of design and bidding through material, labor and market considerations.
- Control project costs through effective management, forward problem identification and solution and creative cost avoidance.

KCM believes that we offer the strongest team members specific to the above tasks and needs of Capitol Petroleum Group, and through these professional services we will "earn" our fee several times over.



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PROJECT PERSONNEL

PRINCIPAL

Ted W. Kalriess, P.E., CCM, AVS, LEED AP

Mr. Kalriess graduated in 1979 from University of Delaware, B.S. Civil Engineering.

ASCE Student Chapter President

Post-graduate work in Construction Law, Construction Management

Town of Leesburg Planning Commissioner, 2005-2009

Licensed State of Maryland Professional Engineer, 1985 to present

1979-1983	Peter Kiewit Sons Company	Project Engineer
1983-1990	James G Davis Construction Corp.	Executive Vice President
1990-1997	Hitt Contracting	Senior Manager
1997-Present	KCM Inc	Principal/Founder

Significant Project Experience:

<i>Project</i>	<i>Role</i>	<i>Project Type</i>	<i>Value (current \$)</i>
Arena Stage	Principal-In-Charge	Performing Arts	\$105,000,000
Reston Station	Principal-In-Charge	Mixed Use	\$210,000,000
Woodward Building	Principal-In-Charge	Historic Renov	\$ 42,000,000
Fairfield Clarendon	Principal-In-Charge	Multi-Family	\$ 85,000,000
The Springs	Construction Mgr	Multi-Family	\$ 24,000,000
Secure Facility	Project Executive	Defense/Strategic Facility	\$ 70,000,000
Executive Plaza	Project Manager	Office/Garage	\$ 50,000,000
Forest Glen Metro Station	Project Engineer	Heavy Construction	\$ 20,000,000

Mr. Kalriess has provided preconstruction and construction services on large, complex projects including mixed use developments, institutional buildings and commercial office buildings.

As Project Executive for Davis and HITT, was responsible for team of operations personnel and support staff to procure and manage projects ranging up to \$50 Million annual volume.

Mr. Kalriess has been qualified as an expert witness in construction litigation cases in several states.

Mr. Kalriess will focus on design production drawings, project start-up, estimating, oversight of design and project controls during construction on 1600 N Capitol.



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SECTION II

PROPOSED SERVICES

Summary of Construction Manager's Role:

- Develop Master Budget
- Develop Master Schedule
- Coordinate Work of Consultants
- Liaison With Regulatory Agencies where Required/Requested by Client
- Coordinate Information from Client
- Recommend Contracting Procedures
- Manage Design Completion to Maintain Project Budget
- Manage Construction Effort
- Institute Procedures for Changes
- Cost Control
- Protect Owner from Litigation
- Ensure Contract Compliance
- Independent Recommendations to Client
- Coordinate Separate Vendors and Owner Vendors
- Coordinate Utility Switchovers and Relocations
- Ensure Timely Response from GC & Consultants
- Manage the Owner's Responsibilities
- Assist in Timely Decision Making to Avoid Project Delays

KCM will perform all the tasks listed in the AIA B801 Construction Manager Advisor contract. In addition, we will provide professional cost consulting and Value Engineering services not included in the standard B801 contract.



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FEE PROPOSAL:

Phase I – Foundation to Grade Permit Submission:

- Solicit proposals from other consultants and recommend to Owner – geotechnical, dry utility, environmental, permit expediting, and as required.
- Develop Master Schedule
- Develop Master Budget of Hard and Soft Costs for Owner's Proforma
- Identify key issues in design and construction in order to meet PUD Order to commence construction no later than June 15, 2016.
- Work with design team to establish base criteria for building design – concrete vs. load bearing superstructure, soils parameters, skin design, systems selection – to meet market and budget requirements.
- Coordinate work of consultants to meet Owner's Program Requirements.

Estimated Hours:

Meetings 4 each @ 4 hours	=	16
Preliminary Schedule	=	4
Master Budget	=	10
Coordination/hourly services	=	<u>20</u>
Total (Hourly)		50 @ \$175/hour = \$8,750.00

Released for Phase 1 Services Only:
\$8,750 + reimbursables



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Phase II – Preconstruction Consulting:

- Develop/Refine Design/Construction Schedule including permitting, long lead items, phased construction start, DC submissions and approvals, design development and construction.
- Provide input to design meetings on costs to enable team and CPG to make decisions.
- Coordinate permitting process with third party permitting consultant (note permit “expeditor” would be separate contract direct with CPG).
- Advise team on material and labor strategies during design.
- Prepare General Contractor Procurement documents.
- Analyze Bids and make recommendations to client.
- Prepare first draft of Owner/Contractor Agreement.
- Provide Estimating & Preconstruction Services including scheduling, constructability reviews and estimating at 100% Schematic Design, 100% Design Development documentation.
- Overall Project Coordination/serve as Owner liaison
- Assume partial construction commencement (sheeting/shoring and excavation June 15, 2016) with complete construction release 1 January 2017.

Estimated Hours (18 months):

Monthly average:

3 meetings @ 4 hours	=	12
Coordination/consulting	=	<u>20</u>
Monthly Average		32
average bill \$5,000/month		x 18 months = 576 hours,

Adjustment for Estimates 2 each @ 60 hours	=	120 hours
Bid Preparation	=	40 hours
Contractor Selection/Bid/Procurement	=	40 hours
3 month lead up to construction	=	120 hours

Total Estimated hours = 896 hours @ \$175 = \$156,800.



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Phase III – Construction Management Services:

- Coordinate work of contractor and liaison with project team
- Documentation of project
- Monitor construction and serve as Owner's point person on project.
- Review submittals, RFI's and change proposals; ensure timely response by all parties and fair pricing.
- Advise Owner regarding contractual issues, industry standards and manage full construction effort.
- Protect the Owner's interests through troubleshooting, quality control and oversight of all team members.
- On-site project representation during construction approximately 10 hours per week and as-needed. Construction Senior Project Manager will be dedicated ½ time to project.
- Project duration assumed as 16 months (with excavation complete)

This phase of construction will require half time of a Senior Project Manager, onsite 2-3 days per week and in KCM home office. At times a full time effort will be required as dictated by project needs.

Lump sum \$18,000/month from full project commencement to Date of Substantial Completion (assumes 16 months = \$288,000)

Following Substantial Completion, KCM will invoice on an hourly basis at \$175/hour. Most of our effort should be complete within 90 days, with some follow on as required to close out the project. We would recommend a budget of 2.5 months (\$45,000) to close out project from Substantial Completion.

Should project be delayed from its anticipated start date of 1 January 2017, KCM monthly services beyond 1 May 2018 would be subject to an increase of no more than 5% per annum.

Summary:

Phase 1 (Hourly Estimate)	\$ 8,750
Phase 2 (Hourly Estimate)	\$ 156,800
Phase 3 (Lump Sum Monthly)	\$ 288,000
After Substantial Completion (hourly)	\$ 45,000
Reimbursables	\$ 6,000
Total Budgeted Amount	~ \$ 505,000



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REIMBURSABLES & ADDITIONAL SERVICES

Reimbursable Expenses (estimate):

- Postage & overnight delivery expenses	As expended
- Long distance telephone/facsimile	Included in Fee
- Parking Costs	As expended
- IT set-up costs (server, VPN)	As expended
- Printing costs *	As expended
- Travel Expenses **	Excluded

Note: Permit procurement services are ordinarily carried as a separate cost item. KCM will coordinate such services but does not include “expediting” in its fee.

Reimbursables are passed through to client at cost with no mark-ups.

* For KCM work product only, not to include marketing brochures, blue-print costs or special requested presentation brochures or mailings (such as for neighborhood goodwill announcements, etc.)

** Travel expenses are un-reimbursable except when over 75 miles one-way and authorized in advance by client.

Hourly Rate Schedule (for additional services):

Ted W. Kalriess	\$ 175.00 /hour
Chris York	\$ 160.00 /hour
Tim Hamric	\$ 160.00 /hour
Debbie Kalriess	\$ 140.00 /hour
APM	\$ 55.00 /hour

Payment Terms

KCM requests no retainers for its work. Payment terms are net 20 days, billed monthly in same requisition cycle as with the general construction

Contract Form: AIA C132 Owner-Construction Manager Advisor.

8 May 2015

Mr. Joe Mamo
Capitol Petroleum Group, LLC
6820-B Commercial Drive
Springfield, Virginia 22151

RE: **1600 North Capitol Street, NW, Washington, DC**
Mixed-Use Residential Development
Prepare, administrate, and coordinate expedited Early Foundation to Grade permit set

Dear Joe,

Thank you for requesting our continuing assistance with your 1600 North Capitol Street, NW mixed-use project. We have a long and successful record with numerous PUD and special entitlements projects throughout the city. We have assembled a seasoned team of professionals with working relationships spanning over 30 years to complement our team and to implement this project while meeting your design and financial goals.

Bonstra | Haresign ARCHITECTS LLP (*B|HA / the architect*) is pleased to submit this proposal to (*Capitol Petroleum Group, LLC / the client*) for this important project in the fast redeveloping Eckington Neighborhood. We are excited with the prospect of continuing working with you, your zoning counsel, your consultants, and the rest of our talented team, and we look forward to sharing our expertise and to the architectural challenges this project will provide.

B|HA has reached out to a core team of consultants to provide preliminary fee estimates based on the scope outlined herein. Overall project schedule, phased deliverables, and scope adjustments may impact the fee.

For this phase of the project, we are including herein services to assist the client in administrating, coordinating and preparing an expedited Foundation-to-Grade permit set to vest the PUD approvals for the project with DCRA. The design for this phase of the work is based on the preliminary design prepared for the PUD approval, also incorporating the client's desires for added elevators and a Type 1 construction classification. The client will submit the completed set to DCRA and administrate the PUD vesting of the project

This document will outline our understanding of the project, the scope of services proposed, our assumptions for the completion of the work, and our fee proposal. We look forward to working closely with you, Monte, and your development manager Ted Kalriess to implement this phase of the project.

PROJECT DESCRIPTION

The site is Lot 48, Square 3100, fronting Florida Avenue, NW and North Capitol Street NW which faced the former space known as Truxton Circle. The site area is approximately 18,984 square feet and is currently zoned C-2-B. We understand the scope of this project includes the design of an approximately 100 unit multi-family mixed-use project with below grade structured parking. This proposal is based on the development of the approved PUD submission dated September 9, 2013. The building is to be 5 stories of deck supported slab and LG bearing wall system OR post tensioned flat plates over a 2 story concrete podium (partial cellar) and 1 level of underground parking.

As an additional task requested by the client, we will coordinate, administrate and prepare an Early Foundation-to-Grade permit documents for filing of an initial permit with DCRA. Although based on the scheme approved by the 2013 PUD, we will explore the use of alternate construction types for the above-

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grade structure. Below-grade design will be adjusted as necessary to accommodate the Client's preferred above grade construction type. Work for this task will be performed by BJHA, our structural engineering consultant, Structura, Inc., and Capitol Engineering Group (CEG). We assume that the Client will retain a civil engineering consultant, a geotechnical engineer, sales consultants, etc. with whom we will coordinate our work for this and the final permit submission.

SCOPE OF BASIC ARCHITECTURAL SERVICES

For this project, **Bonstra Haresign ARCHITECTS LLP** will provide technical and design assistance to the client during the conceptual phase with the stated fee estimates noted herein. We anticipate the following general scope of work for this proposal:

1.0 Conceptual Design (Completed)

For the initial phase of the project, we will work with Holland & Knight to determine/update building code and zoning implications of the project and the proposed additional units. Based on this analysis we will prepare sketches outlining proposed changes to the current scheme consistent with the client's program and desired scope of revision, with the intent to be the basis for an amended BZA submission. At the completion of this phase we will present for client approval overall building schemes to assist the client in determining preliminary project costs and schedule.

2.0 Prepare and Coordinate PUD Submission (Completed)

We will assist the client with the design modifications, submission, and coordination of the zoning review of the project by the DC Office of Planning (OP) and the DC Board of Zoning Adjustment (BZA). In addition, we will assist the client with the coordination with and review by such agencies/ community groups as the local Advisory Neighborhood Commission (ANC), their CDC, etc.

3.0 Community / DCRA Meetings (as necessary)

We will assist the client at meetings and presentations before the ANC, Office of Planning, and ZC, on an hourly basis.

4.0 Prepare and Administrate Foundation-to-Grade Permit Documents

For this task, we will prepare permit drawings sufficient for filing of a Foundation-to-Grade permit with DCRA, based on the concept scheme prepared for and approved through the PUD process. We will investigate alternative construction types for the above-grade structure and accommodate the selected structural system in revised above-grade layouts and the below-grade Type I construction. Working in coordination with client, their development manager, civil engineers, and our structural and MEP engineers, we will accommodate to the extent possible the environmental requirements for the below-grade structure.

- 4.1 Project administration, correspondence, emails, memorandum, etc.
- 4.2 Coordination with client and their consultants, our consultants
- 4.3 Investigation of alternate construction types for above-grade structure
- 4.4 Prepare and distribute architectural CAD drawings for consulting engineers
- 4.5 Preparation of architectural FTG permit documents including:
 - Cover Sheet*
 - Drawing index, location map, etc.*
 - PUD order sheet*
 - Zoning and Code Analysis sheet*
 - Floor plans: parking, ground, first, second*
 - Building Sections (3-4)*
 - Wall Section details (2-3)*
- 4.6 Coordination with structural and MEP engineering consultants for FTG permit documents
- 4.7 Client review and issuance of FTG permit documents issued to client
- 4.8 Review and markup consultant's drawings
- 4.9 Assistance, as needed, during DCRA permit review process (*hourly basis*)
- 4.10 Assistance, as needed, during FTG bidding and construction (*hourly basis*)
- 4.11 Miscellaneous

Estimate of Architectural services:

Partner in Charge: (BB) 7 weeks x 4 hours/week avg. x \$250=\$ 7,000

Project Manager: (JM) 7 weeks x 8 hours/week avg. x \$165=\$ 9,240

Staff Architect 1: (CD/MK) 7 weeks x 20 hours/week avg. x \$97=\$ 13,580

Totals \$29,820

Supplemental services:

Structural Engineering (Structura) \$ 6,500

MEP Engineering (CEG) \$ 3,000

RATE SCHEDULE

Architectural services will be provided at our standard hourly rates (subject to annual adjustment) as follows:

Current 2015 rates subject to annual adjustment:

Principal Architect	\$ 250/hour
Project Manager	\$ 165
Senior Project Architect	\$ 160
Project Architect	\$ 135
Staff Architect II	\$ 115
Staff Architect I	\$ 97
Administrative	\$ 75

PROJECT TERMS AND CONDITIONS / ASSUMPTIONS

1. We believe that this proposal provides the appropriate services to implement the needs presented by Joe Mamo of Capitol Petroleum for this project. If you find, upon review of our detailed Scope of Services, that we have misinterpreted the scope of services required, we will revise this proposal accordingly. Should the scope of the project exceed the original assumptions, the architect reserves the right to request appropriate additional project fees.
2. We assume that the client will provide a current site boundary, topography and utility survey of the building and property that can be used as a base for existing conditions documentation.
3. We assume the following general schedule for the work:

Conceptual Design	Completed
Prepare PUD Submission	Completed
DC OP, DC ZC, DCRA, and community review	Completed
Foundation-to-Grade permit set preparation, coordination, and administration	8 weeks
4. We will provide subsequently fees for the remaining project phases such as: Schematic design, Design Development, Construction Document preparation, Permit and Bidding assistance, and Construction Phase services. We will include fees for consulting structural and MEP engineering as well as specialty services that may be required.
5. We assume that the client will contract the following consultants, as necessary, to complete the project: civil engineer, site survey engineer, geotechnical engineer, permit expeditor and others as the design team may deem necessary. Other consultants may be retained by the client or architect if the project moves forward, and are not included in this proposal.
6. The client understands that the work prepared for this Foundation to Grade Permit Package will be prepared on an expedited basis without complete site information and data required to prepare the work to a 100% complete level. This set will be of sufficient completion to be submitted for permit and vest the PUD no later than June 15th. The work prepared herein may need to be revised based on a further understanding of the project constraints and information obtained subsequent to the drawing production.

STANDARD PROJECT TERMS AND CONDITIONS

See Exhibit A attached.

REIMBURSABLE EXPENSES

The following expenses shall be reimbursable to the Architect at 1.15 times direct cost:

Reproduction costs for the project including: project related blueprinting, copying, and CAD plotting; project related long distance phone calls, automobile mileage to and from the site and the engineer, etc. , all delivery and special mailing charges required for the project and/or requested by the client or their other parties.

PAYMENT

Invoices shall be submitted on a monthly basis for work completed. Invoices shall be payable within 30 days of date of receipt of invoice. Unpaid accounts will be subject to a service charge of 1.5% per month (18.0% true annual rate). We reserve the right to suspend work without breach of contract if the account is past due over 60 days. Should collection efforts be required, costs of collection and attorneys fees will be assessed.

ACCEPTANCE

If the aforementioned is acceptable, please sign and return one copy of this proposal, as authorization to proceed with the work described herein. We look forward to working with you on this exciting project.

Respectfully Submitted:
Bonstra Haresign ARCHITECTS LLP



William J. Bonstra, FAIA, LEED AP
Managing Partner

Accepted by;
Capitol Petroleum Group, LLC

Mr. Joe Mamo (Date)

Attachment: BHA Standard Terms and Conditions dated 5/8/2015 (3 pages)
Structura proposal dated May 6, 2015 (2 pages)
Capitol Engineering Group proposal dated May 6, 2015 (3 pages)

Released for Phase 1 Services:
\$29,820 (estimated) Bonstra
\$ 6,500 Structura
\$ 3,500 CEG Engineering

1600 North Capitol Street, NW – Exhibit A
STANDARD PROJECT TERMS AND CONDITIONS

1.0 GENERAL

- 1.1 We feel that this proposal provides the appropriate services to implement the needs presented by presented by the Client for this project. If you find, upon review of our detailed Description of Tasks, that we have misinterpreted the scope of services required, we will revise this proposal accordingly.
- 1.2 The legal terms and conditions of this proposal, unless modified herein, shall be governed by the *Standard AIA Client-Architect Agreement, AIA Document B103 - 2007 Edition*. All terms in this agreement shall have the same meaning as those in *AIA Document A-201-2007, General Conditions of the Contract for Construction*. ~~If there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the AIA Document A201-2007, the terms and conditions of this Agreement shall control.~~ In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in the full force and effect, and binding upon the parties hereto.
- 1.3 All electronic information generated for the project is an "Instrument of Service" and as such remains the sole property of the Architect except by special agreement. ~~If requested by the Client, t~~The Architect shall provide a limited release of these "Instruments of Services" to the clients third party contractors, provided: the Architect and his consultants have been paid in full for work performed to that date, the client indemnifies and holds harmless the Architect and their consultants for the use of this information, and the Client agrees to pay to the Architect a handling fee of ~~\$150-50.00~~ per drawing sheet.
- 1.4 We will coordinate our work with the Client's specialty vendors. We have assumed that the design of ~~telephone~~, audio visual, computer cabling, building security system, ~~kitchen cabinet specification, appliances, plumbing fixtures~~, specialty HVAC systems, ~~etc.~~ will be prepared by others. When applicable and in accordance with the established project schedule, we will incorporate into the drawings the work of others provided to us in AutoCAD format and in a timely fashion.
- 1.5 The extent of MEP Engineering design shall be to 5 feet beyond the building face. Civil Engineering Services will be required and will be prepared by the Client's consultant to provide any new lateral piping and connection to the existing public utilities located outside the property.
- 1.6 ~~We recommend, and base this proposal on the premise that, the Client shall retain an experienced licensed general contractor (GC) prior to completion of Schematic Design to provide pre-construction services throughout the design and construction document processes, assisting the project team with cost analysis, means and methods, and alternate products/methods. The GC shall be skilled in this type of project and practicing in this specific geographical area. The Architect shall be permitted to rely on the GC's advice and recommendations provided to and adopted by the Client.~~
- 1.7 The Architect will provide engineering coordination services with the Architect's consultants and the Client's consultants, limited to standard consultants outlined in the proposal. The Architect shall not be responsible for the performance of the clients selected engineers and construction professionals.
- 1.8 If there are protracted delays for reasons beyond the Architect's control, or if construction is not started within the customary period of time after completion of the construction documents, we reserve the right to request and negotiate additional compensation in order to adjust for changes in price indices and pay scales applicable to the period when professional services will ultimately be rendered.
- 1.9 This proposal assumes that Value Engineering will be completed no later than at the end of the Design Development Phase of the project. We assume the project will be delivered and constructed in a conventional process (not fast tracked ~~or phased~~) to meet the Client's needs.

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- 1.10 Either party may terminate this agreement for failure of the other to fulfill its obligations. If the Client discontinues the project, they shall give the Architect seven (7) days written notice. In either case, the Architect is entitled to compensation for all services rendered to date and reimbursable expenses incurred to date.
- 1.11 The fees stated herein shall be valid for 90 days from the submission date.

2.0 STANDARD OF CARE

- 2.1 The standard of care for all professional services performed or furnished by Bonstra | Haresign Architects LLP and their consulting engineers under this Agreement will be the skill and care used by members of the Architecture and engineering professions practicing under similar circumstances at the same time and in the same locality. Neither Bonstra | Haresign Architects LLP nor their engineering consultants, makes any warranties, express or implied, under this Agreement or otherwise, in connection with the proposed professional services.

3.0 CONSTRUCTION PHASE SERVICES

- 3.1 The Architect shall provide administration of the Contract between the Client and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Client and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Client and the Architect amend this Agreement.
- 3.2 The Architect shall advise and consult with the Client during the performance of Construction Phase Services. The Architect shall have authority to act on behalf of the Client only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- 3.3 The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

4.0 CLIENT'S RESPONSIBILITIES

- 4.1 The Client shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Client shall furnish copies of the scope of services in the contracts between the Client and the Client's consultants. The Client shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Client shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided. The Client shall indemnify, defend and hold harmless the Architect and the Architect's consultants and their respective employees, agents and representatives from any and all claims arising out of the services and information furnished by the Client and the Client's consultants.

5.0 MEDIATION

- 5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- 5.2 The Client and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.

6.0 TERMINATION OR SUSPENSION

- 6.1 If the Client fails to make undisputed payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Client before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses, including legal expenses, incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- 6.2 If the Client suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven-fourteen days' written notice.

7.0 MISCELLANEOUS PROVISIONS

- 7.1 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Client's confidential or proprietary information if the Client has previously advised the Architect in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for the Architect in the Client's promotional materials for the Project. The Architect shall be granted permission to install a job sign at the project site at the commencement of construction.
- 7.2 Except for issues adjudged to be the fault of the design team, the Architect and their consultants shall assist the client when requested by the client or the client's attorney on any legal matters which may arise during the construction of the project and within the statute of limitations in the jurisdiction the project is located. The client agrees to reimburse the Architect and their consultants for services rendered on an hourly basis at their prevailing standard rates.
- 7.3 The Architect shall attend meetings with the Client's zoning attorneys, real estate brokers, code officials from the applicable jurisdiction, third party consultants, etc. on an hourly basis at our standard hourly rates.
- 7.4 The Client, by soliciting this proposal, represents that they have the adequate funding readily available to compensate the Architect for services and expenses related to the Project.
- 7.5 The Client shall make no claim for professional negligence, either directly or in a third party claim, against the Architect unless the Client has first provided Architect with a written certification executed by an independent design professional currently practicing in the discipline of the alleged defective design and licensed in the jurisdiction of the Project. This certification shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission that the certifier-Client contends is a violation of the standard of care expected of a design professional performing the allegedly defective professional services under similar circumstances; and (c) state in complete detail the basis for the certifier's-Client's opinion that each such act or omission constitutes such a violation.
- 7.6 The Architect shall endeavor to provide the Client with a design solution that conforms to the Client's stated budget and program goals. However, neither the Architect nor the Client has control over the cost of labor, materials, equipment or the means by which a contractor determines bids and prices. Accordingly, the Architect does not guarantee or represent that contractor bids and prices will not vary from the Client's budget or from any estimate of Construction Cost prepared by the Architect.

May 6, 2015

Bill Bonstra, FAIA, LEED AP
Bonstra | Haresign ARCHITECTS
1728 Fourteenth Street, NW, Suite 300
Washington, DC 20009

**RE: 1600 North Capitol Street NW
Washington, DC
Proposal for Structural Engineering Services – Foundation Package Only**

Mr. Bonstra,

The 1600 North Capitol project is a mixed use multi-family development that includes 5 levels of residential units on a 2nd Floor transfer podium. The 1st Floor includes cold dark shell retail, residential units, lobby, and loading. There is a cellar level that is partially below grade with residential units accessible from the sidewalk along with storage and support spaces. Below the cellar level is one level of below grade parking. Total building size is approximately 125,000sf.

We submitted a proposal for the project in late April. We understand that the Owner needs to submit an early Foundation Package by June 15, 2015 in order to satisfy PUD requirements and keep the project moving forward. The purpose of this condensed proposal is to define our understanding of the scope, set expectations for the proposed Foundation package, and state our assumptions. Please see below:

1. The above grade structure may ultimately be one of several applicable framing systems. The appropriate framing system is normally vetted and priced during the SD phase of the project. The early foundation package schedule will not allow for this vetting period. Therefore we will make an assumption as a team on the most likely and most conservative assumptions for framing and proceed with designing the below grade levels according to that assumption.

The two systems under consideration are a deck supported slab + LG bearing wall system, or post-tension flat plates. The post-tension system will produce higher loads at the foundation level therefore we will proceed assuming PT slabs above grade.

2. The two framing systems will have significantly different impacts on the residential levels. Specifically the bearing wall system uses demising and perimeter walls for support, and the PT system has columns that translate vertically directly through the units. The spacing and location of the columns through the units is typically vetted during the SD phase, and again the schedule does not allow for this vetting/coordination period. For the sake of producing the foundation package on schedule we assume that the below grade column

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Suite 950
Rockville, MD, 20850
P: (301) 987-9234
F: (301) 987-9237

BALTIMORE
809 Cathedral Street
Lower Level
Baltimore, MD 21201
P: (443) 681-7926
F: (443) 681-7921

locations translate directly through the residential levels. We should expect adjustments to the column layout (addition of columns, sloping, transfer conditions etc) once we enter the SD/DD/CD phases.

3. The lateral systems for the two framing options are different and this difference will impact the foundations. In a PT building the majority of the lateral force is carried by the shear walls in the core. In a bearing wall system the core walls are used in addition to unit shear walls; some of these walls transfer at the podium. We will assume a PT building for the sake of the foundation package and make very general assumptions for the lateral analysis.
4. All foundations shown in the early foundation package are subject to adjustments (size, location, depth, etc) compared to the foundations shown in our 100% CDs.
5. There is no geotechnical report for the project at this time nor will we have one before issuance of the foundation package. Designs based on the information normally in a geotech report will be based on reasonable assumptions. All structural elements affected by the info in the future geotech report (footing sizes, below grade walls, seismic, slabs on grade, underslab drainage coordination, etc) are subject to change.
6. We assume that the terms of this agreement are preceded by approval of our base proposal and its terms & conditions.

Our fee for the early foundation package shall be a fixed lump sum of \$6,500.

Structura Inc.



Mark Erdman PE
Principal
cc: File

AUTHORIZATION

Accepted by:	_____
Date:	_____
Printed Name / Phone Number / Email:	_____
Client Project Number:	_____



Capitol Engineering Group

1825 K Street, NW

Suite 375

Washington, DC 20006

Phone 202-216-0039

Fax 202-216-0067

Email: AShojaei@cegcdc.com

May 6, 2015

Ms. Jennifer Marca, AIA
Bonstra Haresign Architects
1728 14th St. NW
Suite 300
Washington DC 20009

Re: 1600 North Capitol Project
Washington, DC
MEP for Foundation and Grade
proposal

Dear Jennifer:

Capitol Engineering Group is pleased to present our proposal to provide mechanical, electrical and plumbing engineering design services for the above referenced project.

The project will be a new residential building at the corner of Florida and North Capitol NW - 1600 North Capitol with 100 units, 5 story stick on 2 story podium (100,000 sf), plus 1-1/2 levels of below grade parking (20,000 sf) and 5,000 SF of warm dark shell at the cellar level.. The project will be LEED silver. This is for Foundation and Grade permit.

Scope of Services

Based on our understanding of the project to date, Capitol Engineering Group proposes to provide the following mechanical, electrical and plumbing systems (M/E/P) services:

- I. Mechanical, Electrical and Plumbing (MEP) Design
 - A. Meet with owner and architect for data gathering meeting.
 - B. Perform plumbing calculations and design plumbing system services.
 - C. Design plumbing systems (storm, sanitary, vent, water) for the building.
 - D. Perform electrical calculations and design electrical service.
 - E. Design sprinkler service entrance and prepare performance specification for sprinkler system.
 - F. Coordinate engineering design with architectural drawings.
 - G. Prepare M/E/P foundation & grade, signed and sealed for permit.
 - H. Prepare load letter for utility company.
- II. Construction Administration (CA) Services (until Dec. 2017)
 - A. Provide Bidding and Permit Assistance for MEP.
 - B. Review shop drawings.
 - C. Answer questions during construction by Phone, email and fax.

III. Assumptions and Exclusions:

- A. Electronic files for the new base drawings will be provided by your office.
- B. Design phases are as described in section IV Compensation below. One submission of MEP documents will be provided for each phase. Additional submissions are considered Additional Services. Schematic Design and Design Development fee must be paid in full prior to completion of Construction Documents.
- C. Modification to accommodate civil engineer's site design is additional services.
- D. Design of site lighting photometric for adjacent parking and walkways is not included.
- E. Site utility (gas, power, water and sanitary) by the Civil/Site Engineer.
- F. Lightning protection design is not included.
- G. security system design is not included.
- H. The MEP design includes to 5 feet outside the perimeter wall. Any MEP design beyond 5 feet will be additional services.
- I. Value engineering is additional services after DD submission.
- J. Power company incoming service vault and routing design is by Civil or Utility engineer.
- K. Design of incoming water service to the building by Civil engineer.
- L. The specification will be in book form.

IV. Compensation

Capitol Engineering Group proposes to provide the aforementioned scope of services for fixed fees based upon the following:

- | | |
|--------------------------------|------------|
| 1. Foundation to grade package | \$3,000.00 |
|--------------------------------|------------|

Any Additional Services, if required, will be billed at the following rates:

Principal	\$175.00/hour
Project Engineer	\$120.00/hour
Designer	\$ 90.00/hour
CADD Operator	\$ 75.00/hour

Reimbursable expenses directly related to your project may include, but are not limited to: reproduction, printing, plotting, mail, courier and overnight delivery services, transportation, mileage, taxi cabs, parking, etc.

Capitol Engineering Group invoices monthly based on the percentage of work complete, with the total invoice amount due upon receipt of the invoice. All outstanding balances beyond 45 (forty-five) days will have interest charged at the rate of 1.5 % per month. Any and all reasonable attorneys fees required to collect any unpaid balances will be added to the fee. Please note: It is our policy not to issue drawings for any phase of the project where payment for prior services is past due.

V. Terms & Conditions

1. Capitol Engineering Group will perform our services as an independent engineering consultant and will be responsible for the means and methods of providing our services. We will provide our services in accordance with the standards exercised by members of our profession currently practicing in the same locality and will incorporate those laws, codes and standards that are applicable at the time we render our services.
2. The plans, construction documents, specifications and related items that we will prepare are instruments of professional service and will remain Capitol Engineering Group's property. Upon request, however, we will provide you with appropriate copies for your use in connection with the project, but we will expect you to indemnify Capitol Engineering Group for any claims arising out of the improper reuse of these documents.

3. Either party may terminate this agreement for failure of the other to fulfill its obligations. You may also terminate this Agreement if you decide to discontinue the project, by giving Capitol Engineering Group five (5) days written notice. In such case, we shall be entitled to compensation for all services rendered and reimbursable expenses incurred to date.
4. The terms and conditions of this fee proposal are valid for 60 (sixty) days from the date of this proposal.

Thank you for this opportunity to provide our engineering design services to you. You have our commitment to provide excellent technical solutions and documentation and exceptional service. Together, we will make this a successful project.

If the foregoing accurately reflects our understanding, please indicate your agreement by signing the proposal in the space provided below and returning one copy to our office as our authorization to proceed. Please do not hesitate to call if you have any questions and/or comments regarding the enclosed.

Sincerely,

Alex Shojaei, PE
Principal

If this proposal is acceptable, please sign and return one copy to us so that we can start working on the project.

Signed: _____

Name & Title: _____

Date: _____



Revised May 5, 2015

Joe Mamo
Dag Petroleum
6820 Commercial Drive
Springfield, VA 22151

via email jmamo@dagpetroleum.com

Re: **1600 North Capitol Street NW**
Lot 48 Square 3100, Washington, DC
AMT File No. 113-222

Dear Mr. Mamo:

AMT, LLC (AMT) is pleased to provide this proposal for surveying and civil engineering services for the development of 1600 North Capitol Street NW, Washington, DC. The site measures 18,984 SF and consists of Lot 48 in Square 3100 according to DC Atlas. The existing site is currently developed as a surface parking lot.

This proposal has been revised to reflect accommodation of new DDOE Stormwater Management standards and DDOT Stormwater Management and Green Infrastructure standards made effective in 2014. It has also been revised to include Landscape Architecture services for the green roof and/or green roof planters and Green Area Ratio calculation. Other landscape design, such as for Public Space, will be provided by others.

PROJECT UNDERSTANDING

AMT understands that 1600 North Capitol Street NW will be developed as a 6-story multi-family residential building with 2 underground parking levels, a penthouse level, and retail on the ground floor. The project has completed a PUD review with plans prepared by AMT.

The existing topographic survey prepared by Currie and Associates is not detailed enough for final design. We note that it lacks underground utility information, spot elevations, inclusion of the full width of the adjacent rights-of-way, and detailed information. AMT has included preparation of a topographic and boundary survey as a Contingent Service to this proposal.

AMT has included the following surveying services in the Contingent Services portion of this proposal:

- Topographic and Boundary Survey
- Survey to Mark to record the "build-to" property boundary at the DC Surveyor's Office
- Subsurface Utility Designation to locate underground utilities using subsurface utility designation equipment

A Building Permit application and supporting civil documents must be submitted to DCRA for the proposed development. AMT will prepare an Existing Conditions Plan, Site Demolition Plan, Site Improvement Plans, Building Plat, and Sediment Control Plans for the Building Permit submittal.

DC Water will review the design of the proposed exterior domestic water, fire suppression, storm sewer, and sanitary sewer building laterals for the development. AMT will submit Utility Plans to DC Water for technical plan review and approval of these services. After technical plan approval, the project's Permits Expediter will obtain the DC Water review fee, process the fee payment, and obtain the DC Water Availability Slip. The DC Water Availability Slip is a prerequisite to obtaining the Building Permit.

Based on DC Water utility system mapping, a 12" water line installed on 3/12/09 (assumed 1909) serves Florida Avenue NW and a 6"/8" water line installed on 10/15/01 (assumed 1901) serves North Capitol Street NW. DC Water could require either of these water mains to be replaced for the frontage of the property due to their assumed age. A Contingent Service is included for design of a replacement water main for the length of one property frontage.

Stormwater management will be required by DDOE to reuse the volume of runoff from a 1.2" rainfall event. The most feasible stormwater management facility for the building area will be a green roof covering at least 71% of the roof. Stormwater management for the small remaining site area can potentially be accommodated through oversizing the building's green roof and / or installing site pervious paving and/or landscape planters. Stormwater management is also required for areas of disturbed Public Space, since on-site stormwater management is required. Public Space stormwater management requirements can potentially be accommodated through bioretention planters, pervious paving, canopy trees, and/or structural soil. Green Area Ratio will also be required for this project, necessitate a percentage of pervious cover on site, which will need to be accommodated by the green roof. We have included Green Roof Design as a Contingent Service in this proposal. AMT assumes the landscape design shown on the PUD submittal will be provided by others.

AMT will prepare the civil engineering drawings as necessary to support the Building Permit application. The drawings will also be developed into a set of contract documents for bidding by prospective contractors and subsequent construction by a general contractor to be selected. AMT will provide related services during the construction phase.

AMT proposes design of the following site elements in our scope of services: site demolition, exterior building utility lateral design (domestic water, fire suppression, sanitary sewer, storm sewer), replacement in-kind of Public Space features (curb/gutter, sidewalk, paving, etc.), site grading, storm drainage, stormwater management (which may require design assistance by other team members), and sediment control. AMT will coordinate design of site elements with the A/E team.

Additional engineering and surveying services which may be required for the project or requested by the Client are included in the Contingent Services portion of this proposal.

AMT's office in the District of Columbia is ideally suited to support you in this endeavor. The staff of AMT is very familiar with the requirements of the several District agencies, including DCRA, DC Water, DDOE, DDOT, and DCSO, who will provide technical review and approval of the plans as required to obtain a Building Permit.

AMT proposes the following surveying and civil engineering services as outlined below.

BASIC SERVICES

SCHEMATIC DESIGN / PUD PHASE (COMPLETED)

1. **Site Visit:** Perform a site visit to review existing conditions, prior to start of design efforts.
2. **PUD Submittal:** Prepare schematic level civil site plans for the PUD zoning review. AMT's plans will include an Existing Conditions Plan, Site Plan, Utility Plan, Stormwater Plan, Building Plat, and Sediment Control Plan. Accommodate Office of Zoning review comments within AMT's scope of work.
3. **DC Water Fire Hydrant Flow Test:** Prepare and submit an application for a DC Water fire hydrant flow test, to be used by the MEP engineer for sizing the domestic and fire service laterals.
4. **A/E Team Meeting:** Attend one A/E Team Meeting for the Schematic Design Phase.

DESIGN DEVELOPMENT PHASE

1. **Design Development Plan Submittal:** Prepare an Existing Conditions Plan, Site Plan, Utility Plan, and Stormwater Management Plan for the A/E Team's Design Development Submittal. AMT will accommodate review comments in the Construction Documents phase.
2. **A/E Team Meeting:** Attend one A/E Team Meeting for the Design Development Phase.

CONSTRUCTION DOCUMENTS PHASE

1. **Utility Design & DC Water Submittal:** Prepare Utility Plans and Detail Sheets for new domestic water, fire suppression, sanitary sewer, and storm sewer laterals for DC Water review. Sizing of the domestic, fire service, sanitary lateral, and storm lateral, along with preparation of the DC Water plumbing forms, will be provided by the Plumbing Engineer. AMT will accommodate DC Water comments within AMT's scope of work and resubmit to DC Water for technical approval. The project's Permits Expediter will process the DC Water Availability Slip after technical approval of the plans.
2. **Building Plat:** Order a Building Plat from the DCSO (DC Surveyors Office), depict and dimension the site improvements and roof structures, and obtain DCSO signature on the completed Plat.
3. **Building Permit Submittal:** Prepare hard copy plans for submittal to DCRA with the A/E Team Building Permit submittal. Building Permit civil plans are anticipated to include Existing Conditions, Demolition Plan, Site Plan, and Erosion and Sediment Control Plans and Details.
4. **SWM Design & DDOE Submittal:** Prepare a Stormwater Management Plan for submittal to DDOE for review. Accommodate DDOE comments within AMT's scope of work and resubmit to DDOE for technical approval. The project's Permits Expediter will process the DDOE permit after technical approval of the plans.

The Client will be required to prepare and submit a Stormwater Management Maintenance Covenant for review by the DC Office of Attorney General and DDOE. AMT will provide the Client with a template covenant document and prepare the exhibits for the Maintenance Covenant showing the stormwater management system.

5. **DDOT Public Space Submittal:** Prepare plans for DDOT review of new construction in Public Space. AMT assumes Public Space surface features will be replaced in-kind or with DDOT standard paving elements.
6. **CD Plan Submittal:** Prepare civil plans for the Construction Document submittal.
7. **Specifications:** Prepare specifications for the applicable civil sections using the MasterSpec format for inclusion in the Architect's Specifications book.
8. **A/E Team Meeting:** Attend one A/E Team Meeting during the Construction Documents Phase.

BIDDING PHASE

1. **Bid Submittal:** Prepare civil plans and specifications for the A/E Team Bid Set. Assist the Architect in answering questions during bidding.
2. **Final Documents:** Prepare final civil plans and specifications for the Construction Set. Revisions since the Bid Set affecting the scope of work will be clouded, and are assumed to include one Addenda and one final Construction Set.

CONSTRUCTION PHASE SERVICES

AMT will provide Construction Phase Services for the work designed by AMT, to include the following:

1. **Shop Drawing Review:** Review shop drawing submittals for the civil work.
2. **RFI's:** Respond to RFI's regarding the scope of work outlined in the civil plans and specifications.
3. **Construction Site Visits:** Provide up to two (2) site visits during construction as needed. Additional site visits, if required, can be provided on an hourly basis.

CONTINGENT SERVICES

- A. **Boundary and Topographic Survey:** Prepare a boundary and topographic survey of the above referenced lots (*0.5 +/- acre boundary and 1.7 +/- 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 face of buildings of adjacent streets. The survey will include buildings, walks, driveways, fences, trees greater than 6" DBH, spot elevations, first floor elevation, 1-foot contours, and other major visible site improvements. Two benchmarks will be set on site. 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.
- B. **EISF Submittal:** Assist the A/E Team in the preparation of the EISF submittal, if required. AMT will provide responses to the civil related EISF questions and prepare schematic level plans, including an Existing Conditions Plan, Site Plan, Erosion and Sediment Control Plan, and Concept Stormwater Management Plan. AMT assumes the Architect will be the primary design professional in this effort.
- C. **DDOT PDRM:** Submit the Site Plans to DDOT for a PDRM (Preliminary Design Review Meeting) for DDOT review of proposed improvements in Public Space. Submittal package will include a Site Plan, PDRM application, and existing site photos. AMT will prepare the PDRM application, attend the meeting with the Architect, take meeting minutes, and submit revised plans to DDOT. It is anticipated that a second PDRM will not be required. We recommend the Client attend this meeting.
- D. **Water Main Extension Design:** Design a water main to replace the existing water main, for the extents noted in the project understanding. Water main design includes preparation of water main layout, profiles and details, and submittal to DC Water for approval.
- E. **SWM As-built Survey & Certification:** Perform an as-built survey of the constructed stormwater management system and prepare an as-built stormwater management plan based on the survey information. AMT will certify the as-built as design engineer and submit to DDOE for approval and permit closure.
- F. **Early Permit Package:** Provide hard copy permit plans for an early permit package such as Raze, Sheeting and Shoring, or Foundation to Grade. Fee listed is per each Early Permit Package.
- G. **Traffic Control Plan:** Prepare a TCP (Traffic Control Plan) depicting the traffic controls required to perform the work. The Contractor shall provide input on the desired Public Space work area, such as street lane or sidewalk closures, for our consideration. The project's Permits Expediter will submit the TCP for review and permitting. AMT will accommodate DDOT comments for plan resubmittal and approval. The fee quoted for this service is for each required plan, with one phase shown per plan. Multiple plans may be required based on the extent of work, contractor's needs, and DDOT's preference.
- H. **Survey to Mark:** Perform an official "Survey to Mark" and submit the survey of the above referenced Lot to the DC Surveyor's Office (DCSO) for review and recordation. This survey will be performed in conjunction with proper DCSO procedures, requirements and standards to include one certificate and two

field note drawings. AMT will research applicable DCSO Plats and Records, perform mathematical computations, field survey and CADD work required. Lot corners will be marked, where accessible, with DC regulation iron rods or some other DC acceptable permanent monument. Offset markers may be set as required by the District. Boundary determination will be based solely on previous surveys done by the DCSO. This service includes fees, for city review and recording. Work will be directed, checked and signed by a surveyor Registered in the District of Columbia.

For new building construction on or near a property line, DC requires an official Wall Test survey performed by a DC Licensed surveyor (other than the construction stakeout surveyor) to verify the location of the property line. If a Survey or Mark has been recorded for the property, the Wall Test surveyor must use the Survey to Mark to locate the property line. If a Survey to Mark has not been performed, the Wall Test surveyor must establish the property line through research of historical survey data, which can contain conflicting information and room for interpretation. The Survey to Mark ensures there is no discrepancy between the property boundary used for building design and the property boundary used for construction stakeout. We classify the Survey to Mark as insurance that the Wall Test survey will go through the DC government channels smoothly, without redesign, construction delays, or processing delays.

- I. **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 subsurface utility designation services in the "front-end" portion of the design process eliminates the dependency on record information from utility companies. With subsurface utility designation, 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.

- J. **Green Roof Design:** Provide a landscape plan for an extensive or semi-intensive (up to 8" media) green roof in conjunction with the selected green roof vendor for GAR / SWM purposes for submittal to DDOE. An intensive green roof, plaza, planters, or roof garden can be provided for an additional fee. Structural design, parapet walls, roof design and waterproofing will be by others. AMT will coordinate with DDOE and address any comments. AMT will provide one review of the green roof after construction.
- K. **Green Area Ratio:** Calculate the Green Area Ration (GAR) for the project, with input from the Client / Architect, in conjunction with the landscape and site design. GAR documents will be signed by a "Certified Landscape Expert" as required by DDOE. Prepare the GAR scoresheet and landscape plan showing the location and types of GAR elements, as required. Respond to GAR permit review comments and resubmit for permit approval. Provide a site visit for review of the constructed Green Area Ratio elements as required by DDOE.

ASSUMPTIONS *The above services will be provided with the following assumptions.*

1. Horizontal datum of survey will be based upon District of Columbia Surveyor's Meridian. Vertical datum of survey will be based upon District of Columbia DPW. 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. Survey does 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, unless specifically noted otherwise.
4. Adjacent public utilities are of adequate capacity and are available for connection for this project. Relocations of existing utilities or extensions of new utilities within the public right-of-way are not included, unless specifically noted otherwise.
5. Electric, gas, and telecommunications services will be designed by others, either the MEP consultant, or the public utility provider. AMT will depict locations of the utilities or equipment on the site plans as applicable for coordination of construction efforts.
6. Review, testing, and permit fees payable to the District or other approval agencies will be provided by the Owner.
7. Architect or Owner will hire a Permits Expediter to complete permit applications, submit permit documents, relay permit review comments to the A/E team, process payments, and obtain permit documentation. AMT expects the Permits Expediter will process the DC Water Certificate of Availability, DDOT Public Space Permit, and DDOE permit approval. AMT will provide related technical items to the Permits Expediter based on comments from the respective agencies. If requested by the Owner, AMT will provide permit expediting services on an hourly basis.
8. Air quality studies and traffic studies are not included in the scope of work. These studies may be required by the EISF.
9. AMT will show proposed exterior retaining walls, stairs, and ramps in plan view with spot elevations. The architect or structural engineer will provide the design and layout of these features.
10. Bid and submittal documents will be printed by the Architect. AMT will provide reproducible plans for printing purposes.
11. Attendance at meetings or public hearings beyond those included in the Scope of Services will be compensated on an hourly basis per the hourly rate schedule contained herein, or under a separate fee to be negotiated.
12. Cost estimating for the items designed by AMT will be performed by the project's cost estimating consultant.
13. Design phase services will be paid monthly based on the percentage of work completed.
14. Reimbursable expenses such as bulk printing, FedEx and courier services, and payment of minor fees on behalf of the Client, will be invoiced at cost plus 10%.
15. This contract is also subject to AMT, LLC's Standard Terms and Conditions, a copy of which is attached.
16. Structural and roof design (waterproofing, flashing, etc.) by others.
17. Public Space landscape plans will be provided by others. Landscape services in this proposal apply to on-site green roof only.

FEES: Services identified above will be provided for the following fees:

BASIC SERVICES:

DESIGN PHASE:

1. Schematic Design / PUD Phase (COMPLETED).....	\$ 10,000
2. Design Development	\$ 17,000
3. Construction Documents	\$ 17,000
SUBTOTAL	\$ 44,000

25% only = \$4,250

BIDDING PHASE:

1. Bid Submittal.....	\$ 1,000
2. Final Documents	\$ 1,000
SUBTOTAL	\$ 2,000

CONSTRUCTION PHASE SERVICES:

1. Shop Drawing Review	\$ 1,500
2. RFI's	\$ 1,500
3. Construction Site Visit (up to 2)	\$ 1,000
SUBTOTAL	\$ 4,000

TOTAL BASIC SERVICES **\$ 50,000**

CONTINGENT SERVICES:

A. Boundary and Topographic Survey	\$ 5,500
B. EISF Submittal	\$ 2,000
C. DDOT PDRM	\$ 2,000
D. Water Main Extension Design	\$ 3,000
E. SWM As-built Survey & Certification	\$ 4,000
F. Early Permit Package (each)	\$ 2,500
G. Traffic Control Plan	First Phase: \$ 2,500 Additional Phases, each: \$ 2,000
H. Survey to Mark	\$ 6,500
I. Subsurface Utility Designation	\$ 3,000
J. Green Roof Design	\$ 6,500
K. Green Area Ratio	\$ 3,500

Released for Phase 1 Services:

$\$17000 + 4250 + 5500 + 2000 + 2500 + 6500 + 6500 + 3500 = \$47,750$

Additional services requested by the client that are outside the above scope of services will be invoiced at our prevailing hourly rate schedule as follows:

Associate:	\$ 200.00
Project Manager:	\$ 150.00
Senior Engineer / Surveyor:	\$ 130.00
Engineer/Designer:	\$ 100.00
Landscape Architect	\$ 110.00
Technician/CADD:	\$ 90.00
Clerical:	\$ 55.00
Field Survey Crew (portal to portal) (2-person):	\$ 135.00
Direct Expenses:	Cost + 10%

Your signature on the line below on an executed copy of this agreement, when returned to our office, will serve as your Notice to Proceed.

We look forward to working with you on this project. Please contact us at (202) 289-4545 if you have any questions or require additional information regarding this proposal.

Sincerely,



AMT, LLC
James Gapinski, PE
Senior Project Manager

cc: Eva Kodula
Jerry Kavadias
Carlos Ostria

Accepted:

By: _____

Date: _____

Title: _____

STANDARD CONTRACT TERMS AND CONDITIONS

SECTION 1 – GENERAL: AMT, LLC “AMT”, agrees to provide Professional Services described in the preceding PROPOSAL.

The “CLIENT”, as referred to herein, is the other party to this “AGREEMENT” to which this PROPOSAL was prepared and submitted.

The entire AGREEMENT between AMT and CLIENT consists of the PROPOSAL, these Standard Contract Terms and Conditions, any applicable Supplemental Conditions of Service, and any other referenced exhibits or attachments.

SECTION 2 – SCOPE OF WORK: It is mutually understood that the scope of work and time schedule, if any, defined in the PROPOSAL are based on the information provided by CLIENT. If this information is found to be incomplete or inaccurate, or if unexpected conditions are discovered, the scope of work may change, even as the work is in progress. If the CLIENT requests additional services or when a change in the scope of work or time schedule is necessary, a written amendment to this AGREEMENT shall be executed by the CLIENT and AMT as soon as is practicable. Consent to such amendments shall not be unreasonably withheld.

SECTION 3 – STANDARDS OF WORK: AMT will perform services in a manner consistent with that level of care and skill ordinarily exercised by members of the Surveying profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included in this AGREEMENT, or in any report, opinion, document, or otherwise.

Any exploration, testing, surveys and analysis associated with the work will be performed by AMT for the CLIENT’S sole use to fulfill the purpose of this AGREEMENT. AMT is not responsible for interpretation by others of the information provided.

SECTION 4 – RIGHT OF ENTRY: CLIENT hereby grants AMT and any subconsultants or agents the right to enter from time to time the property to perform the services offered under this AGREEMENT.

SECTION 5 – OWNERSHIP OF DOCUMENTS: AMT will provide documents in a quantity and type as described in the PROPOSAL. Documents may include but not be limited to: engineering drawings and plans, surveying drawings and plans, specifications, survey reports and certifications, subsurface surveying reports, field data, and laboratory/test reports. Additional copies shall be furnished to the CLIENT at cost plus 10%.

AMT acknowledges CLIENT’S ownership of documents prepared for and paid for in full by the CLIENT. CLIENT acknowledges AMT’S rights of ownership and property interests in the documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the project is completed. No third party may rely upon AMT’S documents, including but not limited to opinions, conclusions, certificates, reports, drawings, and specifications unless AMT has agreed to such reliance in advance.

CLIENT and AMT further agree that, if necessary, to execute under separate cover, electronic communications and CADD data transfer AGREEMENTS.

SECTION 6 – COMPENSATION: CLIENT shall compensate AMT for all services and direct expenses authorized and properly performed and delivered in accordance with the fees stated in the PROPOSAL. Subject to the foregoing, CLIENT may make partial payments based on regular monthly billings by AMT.

Payment of fees properly invoiced by AMT will be paid by CLIENT within 45 days of receipt of invoice. Notwithstanding the foregoing, CLIENT will make all reasonable efforts to collect from project owner(s), or other third party, for whom AMT’S fees were invoiced as part of the CLIENT’S invoice to said owner, or third party. In the event CLIENT relies upon receipt of payment by owner or other third party, the CLIENT shall endeavor to pay AMT within 10 days of receipt of said payment from owner.

CLIENT’S obligation to pay for the services invoiced by AMT are in no way contingent upon CLIENT’S ability to obtain financing, zoning, approval or governmental or regulatory agencies, final adjudication of a lawsuit in which AMT may be involved, or upon CLIENT’S successful completion of the project. Failure by CLIENT to make payments in accordance with SECTION 6 provisions may render any resultant AGREEMENT null and void.

The fees quoted in the PROPOSAL shall remain valid for a period of six (6) months from the date of the PROPOSAL. AMT may, at its sole discretion, honor quoted fees for services requested by CLIENT beyond the validity period.

SECTION 7 – INSURANCE: AMT will maintain General and Professional Liability Insurance for the protection of CLIENT and, if applicable, other third parties on an as required basis.

Such insurance covering personal and bodily injuries or death shall be in the sum of not less than \$1,000,000 for one person and not less than \$1,000,000 for any one occurrence. Insurance covering damage to property shall be in the sum of not less than \$1,000,000 for any one occurrence and \$1,000,000 aggregate. Professional Liability Insurance coverage shall be in the sum of not less than \$2,000,000.

Upon request by the CLIENT, AMT will provide a Certificate of Insurance in compliance with the requirements of this section.

SECTION 8 – INDEMNIFICATION: AMT agrees to indemnify and hold harmless CLIENT’S shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, including reasonable attorney’s fees and expenses recoverable under applicable law, which may arise from the negligent acts or omissions of AMT in the performance of the services under this AGREEMENT.

CLIENT agrees to indemnify and hold harmless AMT from and against any and all losses, including reasonable attorney’s fees and expenses recoverable under applicable law, to the extent caused by the negligence of the CLIENT, its employees, agents and contractors.

Neither CLIENT nor AMT will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for free use charges, cost of capital, or claims of the other party whatsoever.

SECTION 9 – LIMITATION OF LIABILITY: In recognition of the relative risks and benefits of the project to both the CLIENT and AMT, the risks have been allocated such that the CLIENT agrees to limit AMT’S total cumulative liability to CLIENT for any act or omission of AMT in connection with this AGREEMENT, including, but not limited to attorneys fees and costs, whether in contract, indemnity, contribution, tort, or otherwise, irrespective of the form of action in which such liability is asserted by CLIENT or others, shall not exceed the total compensation received by AMT under this AGREEMENT or \$75,000; whichever is less.

SECTION 10 – TERMINATION:

CLIENT or AMT may, for any reason whatsoever, terminate this AGREEMENT in whole or in part, or for convenience or for cause, and upon 5 days written notice to the other. Upon receipt of written notice, AMT shall take all reasonable efforts to immediately avoid encumbering any further expenses for labor and/or materials under this AGREEMENT.

In the event of termination for convenience, AMT will promptly render to CLIENT a final invoice for all labor and material expenses encumbered through the date of termination, which may include, but will not be limited to expenses for demobilization, reassignment of personnel, and restocking charges for returned material. Upon receipt of aforementioned invoice, CLIENT shall immediately compensate AMT for all undisputed amounts.

Due to any default by AMT in the performance of services under this AGREEMENT, or, upon demand by CLIENT, to cure a failure to make progress consistent with the terms of the AGREEMENT or to provide adequate assurances of future performance, the CLIENT may elect to terminate this AGREEMENT for cause. CLIENT shall not be liable to AMT for any amount for services (labor and/or materials) not accepted, and AMT shall be liable to the CLIENT for any and all rights and remedies provided by law. If it is determined that the CLIENT improperly terminated this contract for cause, such termination shall be deemed a termination for convenience.

Regardless of whether termination was for convenience or cause, AMT will deliver to CLIENT, upon AMT’S receipt of all financial obligations due under the AGREEMENT, all reports and documents pertaining to services performed up to termination.

SECTION 11 – DISPUTE RESOLUTION: All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this AGREEMENT shall be submitted to non-binding mediation, in accordance with the current rules of the American Arbitration Association, as a condition precedent to litigation. Cost for mediation including the mediator’s fees will be borne equally by each party to this AGREEMENT.

SECTION 12 – GOVERNING LAW: The validity of the terms of this AGREEMENT shall be governed by the laws of the State of Maryland. CLIENT waives the right to remove any legal actions to any other jurisdiction.

SECTION 13 – TITLES: The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT. Parties to this AGREEMENT are advised to read the each provision and rely on the guidance of legal counsel as necessary to help assure a complete understanding of all provisions and the obligations imposed through acceptance.

END OF STANDARD TERMS AND CONDITIONS

ECS MID-ATLANTIC, LLC

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS • FACILITIES

PROPOSAL FOR SUBSURFACE EXPLORATION AND GEOTECHNICAL ENGINEERING SERVICES

1600 NORTH CAPITOL STREET NW,
WASHINGTON, DC



ECS Mid-Atlantic, LLC
14026 Thunderbolt Place, Suite 100
Chantilly, VA 20151
703-271-8400
Nicolas H. Waugh, E.I.T.
nwaugh@ecslimited.com





May 5, 2015

Mr. Joe Mamo
Capitol Petroleum Group, LLC
c/o Ted W. Kalriess, PE, CCM, AVS, LEED AP
KCM Inc.
16905 Simpson Circle,
Paeonian Springs, Virginia 20129

ECS Proposal No. 01:51107-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services,
1600 North Capitol Street, NW, Washington, DC

Dear Mr. Mamo:

As requested, ECS Mid-Atlantic, LLC (ECS) is pleased to present the following lump sum, item basis proposal for providing subsurface exploration and geotechnical engineering services for the proposed development at 1600 North Capitol Street, NW in Washington, DC.

In preparing this proposal, we have had the opportunity to discuss the project with you and review the Architectural and Civil drawings for the project site prepared by Bonstra Haresign Architects and submitted September 13, 2013. We have also reviewed the available geologic and geotechnical information in our files for the general site vicinity.

PROJECT BACKGROUND AND ADJACENT PROJECT EXPERIENCE

With over 25 years experience in the Washington DC metropolitan area, ECS enjoys a large database of subsurface information. Past project data is stored digitally and cross referenced to latitude/longitude coordinates for ease of retrieval, both at the proposal stage and during your specific project's exploration.

ECS has performed a number of geotechnical explorations in the project vicinity which demonstrates our local experience. The map below identifies the adjacent projects explored by ECS. Each yellow flag indicates a past geotechnical study.



PROJECT DESCRIPTION

The project site is located at the physical address of 1600 North Capitol Street, NW in Washington DC. The site includes lot 0048 within Square 3100. The site is located near the intersection of Florida Avenue and North Capitol Street and is bound to the north by existing residential structures, to the south by Q Street NW, to the east by North Capitol Street NW, and to the west by existing residential buildings followed by Florida Avenue NW. The site is currently occupied by an open asphalt lot with elevations that slope down from north to south and generally range between EL. +82 to EL. +74.

Based on our correspondence and the drawings provided, we understand that the the proposed construction will include construction of residential complex with retail space on the first floor. The structure will have 7 above-grade levels and up to two below-grade parking levels with a finished floor elevation (FFE) of approximately EL. +60 feet and a building footprint of approximately 23,000 square feet. Maximum column loads were unavailable at the time this proposal was written and were estimated to be on the order of 900 to 1350 kips.

In order to evaluate the subsurface conditions within limits of the proposed development, a subsurface exploration consisting of a series of soil borings and pressuremeter tests will be performed. The scope of services proposed is given in the following section.

SCOPE OF SERVICES

We propose two stages for our scope of services.

In Stage One, we will perform a detailed review of the historical geotechnical data in our files for the project site vicinity and prepare a historical boring report. A historic boring report provides feasibility and preliminary recommendations for the potential design and construction of the proposed project without performing a subsurface exploration of the site. The information presented in a historic boring report is based on our review of the available geotechnical information contained in our files for previously completed projects near the proposed project site. This information is useful during due diligence and feasibility stages of proposed projects; however, a historic boring report does not replace a subsurface exploration (i.e. a subsurface exploration and engineering analyses still have to be performed once the project transitions to a design phase). The historic boring report can be prepared for a lump sum fee of **\$3,500.00**. We anticipate completing the report within one week from the time we are given notice to proceed. Per your authorization, we have begun Stage One.

Stage Two will include subsurface exploration and geotechnical engineering analyses followed by a finalized report. Please note we will only begin the Stage Two process after we have been given the authorization to proceed.

The Stage Two exploration will include the drilling of soil borings by drill crews under our direct supervision, laboratory testing of representative soil samples for pertinent engineering properties, various engineering analyses, and preparation of an engineering report. We will perform a total of three borings, and up to three pressuremeter tests in one of the boreholes. The borings will be extended a depth of 80 feet below the existing ground surface, unless auger refusal causes them to be terminated at a more shallow depth. Please note that a minimum charge of 10 feet will apply to each boring terminated at a depth less than 10 feet. Upon completion of drilling operations, the samples will be returned to our laboratory in Chantilly, Virginia for further identification and testing. Our proposed scope of field and laboratory services for the Stage Two exploration are as follows:

Field Exploration

- a. Obtaining the necessary DCRA/DDOE Permits.
- b. Field locate borings referencing site features and coordinating with the existing site owners. Elevations interpolated from civil drawings and/or referenced from published topographical maps.
- c. Mobilize a Truck or All-Terrain Vehicle (ATV) mounted drilling rig to the site.
- d. Perform up to 3 borings to depths on the order of 80 feet below existing grades within the building footprint.
- e. Perform Standard Penetration Test (SPT) tests at standard intervals within the borings for engineering analysis.
- f. Perform up to 3 pressuremeter tests.
- g. Measure depth of groundwater with each boring at the time of drilling and prior to grouting.

Laboratory Testing

- a. Perform up to 7 natural moisture tests.
- b. Perform up to 4 gradation analysis tests (wash sieve).
- c. Perform up to 4 Atterberg Limit tests.

Upon completion of testing and engineering analysis, we will prepare a written engineering report that presents our findings and recommendations. The engineering report will include the following items:

- a. Observations from our site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
- b. A review of the published geologic conditions and their relevance to your planned development.
- c. A subsurface characterization and a description of the field exploration and laboratory tests performed. Ground water concerns relative to the planned construction, if any, will be summarized.
- d. 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 plotted on the final boring logs or included on a separate test report sheet.
- e. Recommended allowable soil bearing pressure(s) for conventional shallow foundations (spread footings) and estimates of predicted foundation settlement. If required, we will provide recommendations for suitable intermediate foundations/ground improvement options or deep foundations in the event estimated settlements of shallow foundations are not tolerable.
- f. Recommendations for slab-on-grade construction, including recommendations for subgrade improvements and underslab subdrainage recommendations, if necessary.
- g. Design and construction recommendations for below-grade basement or site retaining walls, including lateral earth pressures, and allowable bearing pressures.
- h. Evaluation of the on-site soil characteristics encountered in the soil borings. Specifically, we will discuss the suitability of the on-site materials for reuse as engineered fill to support grade slabs and pavements. We will also include compaction requirements and suitable material guidelines.
- i. Recommendations for seismic site classification in accordance with the International Building Code (IBC 2012). This analysis will be based on the Standard Penetration Test (SPT) method described in Section 1615.1.5 of IBC.
- j. Recommendations for additional testing and/or consultation that might be required to complete the geotechnical assessment and related engineering for this project.

DCRA/DDOE Permitting Services

Once we are authorized to proceed with the Stage Two scope of work, we will begin the process of obtaining the necessary Department of Consumer and Regulatory Affairs (DCRA) permits required by the District Department of the Environment (DDOE) for drilling wells or boreholes in Washington, DC. Based on our recent experience with DCRA permitting requirements in Washington, DC we anticipate that it may require about one to two weeks for the drilling permit.

In addition to obtaining the necessary permits to perform the borings, the DDOE requires the spoils generated from the drilling process to be placed in containers (ECS typically uses drums). The materials are then tested for contaminants and a hazardous materials-handling subcontractor is hired to remove the spoils from the site and dispose of them in the proper location. DDOE also requires the borings to be backfilled with a bentonite slurry. Please note that the drums will not be placed in any specific location unless specified by you, **but must remain on-site until testing is completed to facilitate their removal.**

ECS ADVANTAGES

In addition to the standard services many local geotechnical engineering firms provide, ECS has distinguished itself on multiple disciplines to allow us to “Set the Standard of Service” for you, our clients. Most notably:

- **Resources.** ECS is the largest geotechnical engineering firm in the Washington, DC metropolitan area, which allows us to meet your schedule and project timeline requirements. Our size has allowed us to maintain consistent staffing levels to react to your fast-paced projects.
- **Experience.** ECS has established an extensive subsurface database for all local geologies, allowing us to economically price subsurface explorations and offer the most appropriate techniques initially, not after the first phase of testing is complete.
- **Technology.** ECS utilizes Global Positioning System (GPS) services to accurately locate borings in the field. This technology allows us to control the responsiveness of our subsurface exploration and ultimately our report deadlines, versus relying on other firms to locate borings.
- **Expertise.** ECS has in-house geotechnical and geophysical testing. These services include vibration monitoring, pile driving analyzer (PDA) testing, pressuremeter testing, site classification for seismic design, seismic refraction (rock surface studies), ground penetrating radar (GPR), and electrical resistivity imaging (ERI) services.

OPTIONAL SERVICES

In addition to the scope of services described above, the following optional services may benefit your project and/or serve your needs.

Seismic Site Classification Testing via Refraction Microtremor

The current International Building Code (IBC 2012) governing the building’s design has a requirement that the geotechnical engineer render an opinion on the Seismic Site Class Definition (reference Section 1615.1.1). The Site Class can be assessed by the geotechnical engineer through the interpretation of conventional soil boring data; however, this approach often results in a conservative Site Class definition. A conservative or “soft soil profile” Site Class definition can add significant costs to the building’s structural or mechanical elements.

As an optional service, ECS can perform field seismic shear wave velocity measurements utilizing geophysical testing equipment. Oftentimes, these geophysical tests yield a more representative, and perhaps better, Site Class definition than would be realized using only conventional soil boring data. ECS would measure the shear wave velocity of the soils and rock at the site using the Refraction Microtremor (ReMi) method to a depth exceeding 100 feet. The data would be processed using SeisOpt® ReMi™ software to reveal a one-dimensional average shear-wave (S-wave) structure at each line considered. The Site Class Definition would then be determined. These seismic site testing services are offered for a lump sum fee of **\$2,500**. [If you would like ECS to perform this optional service, please indicate so on the attached Proposal Acceptance sheet.]

ASSUMPTIONS

In preparing this proposal we have made the following assumptions:

1. No concrete coring will be required.
2. All work will take place in private space and outside the limits of WMATA influence and public space permits will not be required.
3. The site is not considered to be environmentally impacted per DDOE.
4. The client will assist in the coordination of our access to the site with the current site owners/occupants.

Each of the above items may have schedule and/or fee implications. If these assumptions are found to be incorrect during the execution of the work, ECS will contact KCM Inc. to discuss the potential impacts.

FEE

ECS will provide our services on a lump sum, item basis in accordance with the fees depicted below. The estimated cost associated with the scope of services is as follows:

Stage I

- Historical Boring Report.....\$ 3,500.00

Stage II

- Field Exploration – Soil Borings.....\$ 7,500.00
- DDOE Permitting and Soil Disposal Services.....\$ 7,500.00
- Laboratory Testing.....\$ 800.00
- Engineering Services.....\$ 3,500.00

ESTIMATED COST FOR EXPLORATION & REPORTING.....\$ 22,800.00

If meeting attendance or additional consultation services are requested and/or necessary, beyond the engineering report preparation, they will be provided in accordance with the unit rates below. Please note that we have not provided an allowance for any additional meetings/consultation in our estimated total fee above and that if requested, you would only be invoiced for the services actually performed.

- Principal Engineer.....\$ 150.00/hour
- Senior Project Engineer.....\$ 110.00/hour
- Project Engineer.....\$ 90.00/hour

Should additional services beyond those included herein be necessary, we will notify you and obtain your approval prior to performing services beyond the scope included herein.

SCHEDULE

Stage One is underway and is expected to be completed by May 8, 2015. Upon Stage Two notice to proceed, we will begin putting together the permit application, we anticipate this process will take one to two weeks to complete. We anticipate being able to mobilize to the site

within approximately seven days after our receipt of the required permits and notification that the appropriate on-site personnel have been informed. Drilling operations will require about two days, laboratory testing, after drilling is completed, will require about three days, and engineering report preparation will require approximately two weeks to complete. Therefore, for time budget purposes, the entire scope should take about four weeks from the acquisition of the required permits through final report submission. Verbal comments on findings can be provided within three days of completion of the borings, if requested.

UTILITY CLEARANCE AND SITE RESTORATION

We will contact Miss Utility to locate underground utilities at the site; however, our experience indicates that Miss Utility will not locate utilities beyond the point of distribution (meters or gauge points) on private property. We will coordinate our test boring locations in order to avoid any underground utilities indicated by the Miss Utility locating system. However, we will not be responsible for any private utilities not pointed out to us by the land owner or client prior to drilling activities. If private utilities are a concern, we can provide a private utility line locator to reduce your liability. Please read the following section on private utility locator services and if desired, indicate your request for their services on the attached Proposal Acceptance sheet.

Contracting a private utility locator service is not a guarantee that all utilities within a work site will be identified, but a service that is offered to lower the risk of the owner/client. ECS and our clients have had great success in avoiding utility contact by augmenting the Miss Utility services with a private locator service. Private locator services can identify utility alignments that incorporate significant iron content in the conduit materials. However, private utilities possessing the higher likelihood of not being easily identifiable, beyond the point of distribution, include all utilities not containing significant ferrous (iron) content (examples would include but not be limited to most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, and irrigation lines).

Where a private locator service identifies a potential risk that is not traceable through conventional methods, ECS will notify the client immediately and work to resolve the issue. Additional costs related to the resolution of these potential utility conflicts will be invoiced out per our unit rates, as identified in this proposal, or as negotiated and approved at the time of the occurrence.

Upon completion of the field work, we are required by DDOE to drum and remove all spoils and backfill the boring annulus with bentonite slurry. The containerized spoils will need to be held on site until laboratory testing is completed after which the containers will be disposed of by an approved hazardous material contractor. These costs have been included in our proposal.

CLOSING

If other items are required because of unexpected field conditions or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

Our "Terms and Conditions of Service," which are included as an attachment to this letter, is an integral part of our proposal. These conditions represent the current recommendations of the ASFE Professional Firms Practicing in the GeoSciences, the Consulting Engineers' Council, and the Geo-Institute of the American Society of Civil Engineers.

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully,

ECS MID-ATLANTIC, LLC



Nicolas H. Waugh, E.I.T.
Staff Project Manager



Scott S. Stannard, P.E.
Principal Engineer

Enclosures: Proposal Acceptance Sheet
Terms and Conditions of Service

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PROPOSAL ACCEPTANCE

ECS MID-ATLANTIC, LLC

Proposal No.: 01: 51107-GP
Scope of Work: Subsurface Exploration and Geotechnical Engineering Services
Location: 1600 North Capitol Street, NW, Washington, DC

Client Signature: _____ Date: _____

Optional Services

Hire Private Utility Line Locator (\$600):	☐ Yes	☐ No
ReMi Survey (\$2,500):	☐ Yes	☒ No

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION

(Please Print or Type)

Name of Client: Capitol Petroleum Group

Name of Contact Person: Monty Behrane Monty@capitolpetro.com

Telephone No. of Contact Person: (703) 750-6810

Party Responsible for Payment: Owner

Company Name: Capitol Petroleum Group

Person/Title: Jim Stunkle/VP of Finance Jim@capitolpetro.com

Department: AR/AP

Billing Address: 6820-B Commercial Drive
Springfield, VA 22151

Telephone Number: (703) 750-6810 ,104

Fax Number: _____

Client Project/Account Number: _____

Special Conditions for Invoice: Invoices shall be submitted via email to Jim Stunkle, with copy

Submittal and Approval: to Monty & Ted Kalriess (tkalriess@kcmbuild.com)

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

☐ Phase I, II and III Environmental Site Assessments	☐ Third Party Mechanical, Electrical, Plumbing Inspections Services	☐ Building Envelope, Roofing, and Waterproofing Inspection and Consultation
☐ Archaeological Assessments	☐ Geotechnical Engineering Services	☐ Pre- and Post-Construction Condition Assessments
☐ Wetlands Delineations	☐ Construction Materials Testing	☐ Specialty Materials and Forensics Testing
☐ Asbestos/Lead Paint Services	☐ Septic/Drainfield Design Services	
☐ Indoor Air Quality Mold Services	☐ LEED® Consulting Services	

Please indicate any of the services you are interested in and a member of the ECS team will contact you to discuss how we can be of service to your project.



Client: c/o KCM Inc.

ECS MID-ATLANTIC, LLC

TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS ENTITY ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

- 1.0 **INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants
- 2.0 **SCOPE OF SERVICES** - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.
- 3.0 **STANDARD OF CARE**
- 3.1 **In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.**
- 3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.
- 3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.
- 3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.
- 4.0 **CLIENT DISCLOSURES**
- 4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.
- 4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.
- 4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.
- 5.0 **INFORMATION PROVIDED BY OTHERS** - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.
- 6.0 **CONCEALED RISKS** - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.
- 7.0 **RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES**
- 7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.
- 7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.
- 7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the

use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

- 7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.
- 8.0 **UNDERGROUND UTILITIES**
- 8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.
- 8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.
- 8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.
- 9.0 **SAMPLES**
- 9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.
- 9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.
- 10.0 **ENVIRONMENTAL RISKS**
- 10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.
- 10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.
- 10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.
- 10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.
- 10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.
- 10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.
- 11.0 **OWNERSHIP OF DOCUMENTS**
- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service

- provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.
- 12.0 SAFETY**
- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.
- 13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES**
- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.
- 14.0 CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."
- 15.0 BILLINGS AND PAYMENTS**
- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.
- 16.0 DEFECTS IN SERVICE**
- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.
- 17.0 INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.
- 18.0 LIMITATION OF LIABILITY**
- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$40,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.
- 19.0 INDEMNIFICATION**
- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED**

BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 **CONSEQUENTIAL DAMAGES**

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 **SOURCES OF RECOVERY**

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 **THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 **DISPUTE RESOLUTION**

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties,

CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 **CURING A BREACH**

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 **TERMINATION**

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 **TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 **ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 **SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 **SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 **TITLES: ENTIRE AGREEMENT**

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

< END OF TERMS AND CONDITIONS OF SERVICE >

EXHIBIT E

PRELIMINARY REPORT OF GEOTECHNICAL
DESIGN RECOMMENDATIONS



**PRELIMINARY REPORT OF
GEOTECHNICAL DESIGN RECOMMENDATIONS**

**1600 NORTH CAPITOL STREET, NW
WASHINGTON, DC 20002**

**FOR
CAPITOL PETROLEUM GROUP, LLC**

MAY 8, 2015



May 8, 2015

Mr. Joe Mamo
Capitol Petroleum Group, LLC
C/O Ted W. Kalriess, PE, CCM, AVS, LEED AP
KCM Inc.
16905 Simpson Circle,
Paeonian Springs, Virginia 20129

ECS Project No. 01:24526

Reference: Preliminary Geotechnical Design Recommendations, 1600 North Capitol Street,
NW, Washington, DC

Dear Mr. Mamo:

As requested, ECS Mid-Atlantic, LLC (ECS) has prepared the following preliminary letter of geotechnical recommendations for the proposed project located at the address of 1600 North Capitol Street, in northwest Washington DC. In preparing this preliminary report, we have discussed the overall project with KCM, and have reviewed a number of geotechnical studies previously completed in the project vicinity by ECS.

Because the preliminary recommendations prepared in this letter are based entirely upon previously completed nearby geotechnical studies and there is no site-specific subsurface information available, this letter report should be used for preliminary planning purposes only. The information provided herein should not be considered suitable for final design, and should not be considered adequate for design in lieu of a site-specific subsurface exploration which will be completed at a later date.

Proposed Construction

The project site is located at the physical address of 1600 North Capitol Street, NW in Washington DC. The site includes lot 0048 within Square 3100. The site is located near the intersection of Florida Avenue and North Capitol Street and is bound to the north by existing residential structures, to the south by Q Street NW, to the east by North Capitol Street NW, and to the west by existing residential buildings and Florida Avenue NW. The site is currently occupied by an open asphalt lot with elevations that slope down from north to south and generally range between EL. +82 to EL. +74; up to 20 feet higher than the elevations of some of the adjacent projects to the south.

Based on our correspondence and the drawings provided, we understand that the proposed construction will include construction of a residential complex with retail space on the first floor. The structure will have 7 above-grade levels and up to two below-grade parking levels with a finished floor elevation (FFE) of approximately EL. +60 feet and a building footprint of approximately 23,000 square feet. Maximum column loads were unavailable at the time this proposal was written and were estimated to be on the order of 900 to 1350 kips.

Site Location and Adjacent Historical Geotechnical Information

The site is located at 1600 North Capitol Street, NW in Washington, DC. Several geotechnical studies were utilized in developing the preliminary design and construction recommendations herein. A summary of these studies including the location of the project as well as the ECS project number are included below.

<u>Reference</u>	<u>ECS Project #</u>	<u>Name</u>	<u>Street Address/Intersections</u>
1	22861	77 P St Prelim Geotechnical Report	77 P Street, NE
2	22861-A	77 P St Subsurface Investigation	77 P Street, NE
3	22896	25 Florida Avenue	1200 3 rd Street, NE
4	14463	Dunbar Tower Condominium	1330 North Capitol Street, NE

Regional Geology

The proposed site is located in the Coastal Plain Physiographic Province. The natural soils at the site consist of Alluvium deposits of Quaternary age (Pleistocene). These water deposited alluvial/colluvial soils typically consist of interbedded layers of silt, sand, clay, and gravel. Underlying the Alluvial/Colluvial Deposits is expected to be the marine deposits of the Potomac Formation, which are typically Cretaceous Age sands, silts, and clays. The Potomac Formation is the oldest sedimentary deposit in the Washington metro area and is the bearing stratum for many shallow and deep foundations. At significant depths, usually 200 feet to 300 feet below the existing ground surface, the site is underlain by crystalline bedrock.

Expected Soil Profile

This site is located in an urban area, currently occupied by an open asphalt lot. Based on information from the relatively nearby sites, the subsurface materials typically consist of a surficial layer of man-placed fill/disturbed materials which typically extend up to 5 to 10 feet below the existing ground surface. As this site covers a relatively large footprint and the area has historically encountered relatively variable fill depths, we anticipate the fill depths may vary on this site.

Beneath these near-surface fill or disturbed materials up to a depth of approximately 80 feet, the soil is highly variable in terms of percentages of sand, silt, clay and gravel, both laterally and vertically. A typical soil profile in the vicinity of the project consists of clayey and silty fine to medium sands (SC and SM) with several layers of sandy silt and sandy clay (ML and CL) interspersed throughout the soil profile. However, several pockets of fat clay (CH) were found

below 20 feet in depth in neighboring sites. Based on the borings completed at the nearby sites, the relative densities of both the non-cohesive and cohesive materials varied from 2 blows per foot (bpf) to over 50 bpf.

Groundwater Conditions

Groundwater conditions in the general vicinity of the subject appear to be consistent, in that groundwater was encountered in all but three of the borings of the projects reviewed. Past experience indicates a water level ranging between depths of 9 to 40 feet below the existing ground surface at nearby sites. Many of the sites in the project vicinity have relatively complicated groundwater conditions. In particular, there is a tendency for perched water to form in both existing urban fill deposits and at the transitions to strata with low permeability soils. A “perched” water table is trapped at a more shallow depth than would be normal in this region. At this time, based on the neighboring explorations, and the higher elevations observed at the project site, we anticipate that the static groundwater table will likely be encountered between about EL. 40 to 50 feet.

Foundation Systems

The foundation systems for structures in this area vary depending on the depth of the fill soils relative to the bearing elevation of the foundation elements. Where surficial fill materials terminate above the lowest level finished floor elevation and dense natural soils are present, shallow foundation elements consisting of spread footings or mats are generally suitable. Where fill materials or extremely soft natural soils extend below the lowest level finished floor elevation, deep foundations or shallow foundations with ground improvement techniques have been required. Based on the column loads and anticipated stratigraphy encountered at neighboring sites, we expect shallow foundations, spread footings, or more likely a mat foundation are feasible for foundation development at the site. In the event shallow foundations are not feasible we have also provided recommendations for deep and intermediate foundations.

Based on the depth of the proposed construction and the fill depths observed in neighboring structures, we anticipate that the proposed construction having two levels below-grade will likely bear in natural soils, and therefore shallow foundations consisting of spread footings or a mat may be feasible. However, without drilling borings, we cannot determine if deeper fills are present on this site or if there are areas of soft natural soil that extend to depths below the lowest finished floor elevation. Therefore, we have broken the following recommendations into two categories: Shallow Foundations and Intermediate/Deep Foundations.

Shallow Foundation Options

Shallow spread footings or a mat foundation may be suitable if the material at the planned bearing elevation is determined to be natural material consistent with an acceptable bearing pressure to support the expected loads. In addition to the foundation dimensions, the primary difference between these two foundation systems is how the structure is designed to deal with

groundwater (i.e. the Shallow Spread Footing option would be a drained system while the Mat Foundation option would be undrained.)

Shallow Spread Footings Systems

Based on the subsurface information within the vicinity of the project site, and considering the proposed building will contain up to two levels below-grade, bearing in competent natural soils, the foundation can likely be designed for allowable bearing pressure in the range of 3,500 to 6,000 psf. For those spread footings, a permanent underslab drainage system is required to create a drained condition for the building. This includes a system of perimeter drains to drain the exterior walls on the building, as well as an interior underslab drainage system to eliminate the hydrostatic uplift of the slab on-grade and hydrostatic pressures on the below-grade foundation walls. In addition to the underground piping, a permanent sump pit and pump system will be required in the lowest level of the structure to remove water collected in the system. Since the anticipated groundwater level could be equal to or above the finished floor elevation, we anticipate moderate flows into this system.

It should be noted that based on the assumed column loading, it is likely that an allowable bearing pressure on the lower end of the above range (i.e. 3,500 psf) may yield excessively large footings, resulting in the Mat Foundation System being a more appropriate/economic foundation type than individual spread footings.

Mat Foundation System

Based on the subsurface information in the vicinity of the project site, we anticipate a mat foundation can likely be designed for an allowable bearing pressure in the range of 3,500 psf to 6,000 psf, if suitable natural soils are present. For a mat foundation, waterproofing of the below-grade walls and the surface under the mat should be incorporated in the details. The walls should also be designed for an undrained condition, designed to withstand lateral earth pressures, hydrostatic pressures as well as surcharges. The wall design should take into account any surcharge loads within a 45 degree slope from the base of the wall.

Intermediate/Deep Foundation Options

As discussed previously, the following options may be necessary if surficial fill materials or soft natural soils are observed to extend to depths below the planned finished floor elevation. Should these conditions exist, the soil would need to be improved using a ground improvement/intermediate foundation system, or bypassed using a deep foundation system. In this neighborhood, we anticipate the most feasible ground improvement technique is installing aggregate piers. Alternatively, if deep foundations are necessary, we recommend either augered cast-in-place (ACIP) piles or drilled shafts. The following sections discuss some preliminary details of these systems and drainage considerations for these options.

Aggregate Piers

Aggregate piers (stone columns or rammed aggregate piers) are a ground improvement technique which will allow the use of a shallow foundation system (i.e. individual spread footings or a mat system as described previously) bearing on the improved soils. Stone columns are a

ground improvement technique in which a column of soil is replaced with open-graded crushed stone vibrated into place. In a similar manner, rammed aggregate piers are constructed by replacing a column of soil with well-graded aggregate, except that the aggregate is compacted (not vibrated) as it is placed. Footings or a mat are then designed for a bearing pressure appropriate for the reinforced/remediated soil stratum. The aggregate piers are extended through existing fill to bear in natural soils and generally consist of 24-inch to 30-inch diameter drilled excavations. The soil reinforcement occurs as a result of the excavation of soft unsuitable soils and replacement by vibrated or compacted dense granular aggregate, such as VDOT No. 57, 21A, or 21B. In addition, some limited densification of the surrounding soils is reported to occur. The engineering characteristics of the reinforced soil are significantly improved and potentially allow the placement of shallow foundations designed for moderately high bearing pressures.

The aggregate piers can be utilized under the entire building footprint to support walls, columns and slabs on-grade. Alternatively, the aggregate piers could be used exclusively under the load bearing elements and the slab on-grade could be supported by grade beams or as a structural slab spanning the undocumented existing fill, if required.

As with other soil improvement techniques, the aggregate piers are designed by a design-build contractor and the proposed soil improvement plan is reviewed by the Geotechnical Engineer of Record (GER). Allowable composite bearing pressures in the range of 4,000 psf to 6,000 psf are typical.

Drilled Shafts

Drilled shafts have been utilized as a successful foundation option in this region. For this project, we anticipate relatively small diameter shafts may be effective to carry the building loads with pile lengths between 30 to 50 feet. Piles of this length are expected to achieve end bearing values of 20 to 30 ksf. Buildings supported on drilled shafts are typically drained as described in the Spread Footing section above.

Augered Cast-In-Place Piles

ACIP piles are also a feasible deep foundation and have been effectively utilized in this geology. The piles shall be installed by the rotation of continuous-flight augers into the ground to the design tip elevation (designed in advance). Once the tip elevation has been attained, a slow positive rotation is maintained and the auger initially withdrawn 0.5 ft to 1 ft. Grout is then pumped through the auger tip until suitable grout head (typically 8 to 10 ft) is achieved. The auger is steadily withdrawn in a continuous operation while grout is being injected without interruption. The rate of auger withdrawal and that of grout injection is such that the amount of grout pumped per foot of pile during auger retrieval is at least 115% of the theoretical volume per foot of pile. A positive grout pressure head above the tip of the auger is maintained at all times as verified by the return of slurry/grout from around the auger flights. Once the shaft has been fully grouted, a reinforcing cage is installed from the ground surface. This cage typically consists of one full length bar (typically a no. 10 or 11 bar) and a cage of 4 to 6 smaller bars (typically no. 4 to 6) in the upper 15 to 20 feet.

For this project, we anticipate pile diameters of 18 to 24 inches with pile lengths on the order of 40 to 60 feet will be necessary to develop capacities in the range of 100 to 150 tons. Buildings supported on ACIP piles are typically drained as described in the Spread Footing section above.

Floor Slab Design- Spread Footings/ Deep Foundations

For a non-mat foundation option, we anticipate all unsuitable materials would be removed from subgrade areas once they are exposed. The floor slab area would then be proofrolled with a loaded tandem axle dump truck with a weight not less than 10 tons and observed by an experienced soil technician during the time of construction in order to aid in locating all such unsuitable materials which should be removed.

For new fill material to reach the design floor slab subgrade elevation, it is anticipated that an approved inorganic material, with LL less than 40 and PI less than 20 and free of debris would be used. This material would be placed in lifts not exceeding 8 inches in loose thickness, moisture conditioned to within ± 2 percentage points of the optimum moisture content and compacted to a minimum of 95% of the maximum density obtained in accordance with ASTM Specification D-698, Standard Proctor Method.

We anticipate that the floor slab would be isolated from the foundation footings so that differential settlement of the structure will not induce shear stresses in the floor slab. Also, in order to reduce the crack width of any shrinkage cracks that may develop near the surface of the slab, mesh reinforcement would be used in the top half of the slab.

We also anticipate the building slabs on grade would be underlain by a minimum of 10 inches of granular material having a maximum aggregate size of 1.5 inches and no more than 2% passing the #200 sieve. This granular layer would facilitate the fine grading of the subgrade and help prevent the rise of water through the floor slab. Prior to placing the granular material, the floor subgrade soil would be properly compacted, proofrolled, and free of standing water, mud, and frozen soil. Before the placement of concrete, a vapor barrier may be placed on top of the granular material to provide additional moisture protection; however, special attention would need to be given to the surface curing of the slab in order to reduce uneven drying of the slab and associated cracking.

Underslab Subdrainage – Spread Footings/Deep Foundations

This section would only apply if a mat foundation is NOT chosen. We preliminarily recommend the site be designed as a drained condition with an underslab drainage system. We anticipate the drainage system will consist of perforated, closed joint drain pipes located around the interior perimeter of the below-grade areas as close as feasible to the exterior wall, below the finished floor level. An interior network of additional subdrainage pipes may also be required.

The number of sump pits and pumps would need to be determined upon the completion of the subsurface exploration then finalized during construction based on the actual flow rates. However, we anticipate that the perimeter and underslab drain system for the proposed below-

grade structure would be designed to flow to up to two permanent sumps. The flow volumes and pump capacities should be estimated on a case-by-case basis as a part of the final geotechnical report; however, up to two pumps, with each being rated at a capacity of between 25 and 150 gallons per minute may be required.

Below-Grade Walls – Spread Footings/Deep Foundations

We anticipate that the below-grade walls be designed for a linearly increasing, lateral fluid equivalent, at-rest earth pressure of between 60 pounds per cubic foot (pcf) which would not include hydrostatic water pressures. In order to maintain this lateral earth pressure, drainage of the below-grade walls would need to be provided by the subdrainage system. The wall design would also account for any surcharge loads (including adjacent structure foundations) within a 45 degree slope from the base of the wall. The below-grade walls are recommended to be waterproofed and drained.

Uplift and Below-Grade Walls – Mat Foundation

Below-grade walls would be designed to withstand lateral earth pressures, water pressures, and surcharge loads, as appropriate. Considering that the building foundation will be “undrained” and will be fully waterproofed below-grade in this scenario, we anticipate that the below grade walls would be designed to resist soil and water pressures to the ground surface, using a design lateral earth pressure of 90 psf per vertical foot of wall height. The wall design would also account for any surcharge loads within a 45° slope from the base of the wall.

Depending on the groundwater table elevation, uplift pressure may be present at the base of the mat foundation; although we do not expect it to be a problem. We anticipate that the structural engineer will consider uplift pressures in the final design.

We anticipate that the below grade walls will be waterproofed up to the ground surface. Waterproofing would consist either of bentonite wall panels or continuous waterproofing membranes. Perimeter waterproofing would extend down the sides of the mat to the bottom of the mat. The below mat waterproofing would also be tied into the below-grade wall waterproofing, per the manufactures requirements.

Earth Retention System

There will be two below-grade levels constructed as part of the planned development. Due to the installation of the proposed below-grade levels and the proximity of the nearby structures and roadways, we anticipate a temporary excavation support system will be required to facilitate the below-grade construction. Although design of the earth retention system is best performed by a specialty design/build contractor, a free-draining system consisting of soldier piles and wood lagging with the required bracing will likely be appropriate for this particular site.

Depending on the final chosen design, underpinning of nearby adjacent structures may be required. This should be evaluated by the structural engineer.

Temporary Groundwater Dewatering

Based on our understanding of the local groundwater conditions, we anticipate the groundwater will be near or above the FFE of the proposed development. Therefore, for the installation of the shallow foundations or pile caps for either of the deep foundation elements, groundwater will likely be encountered. Depending on where the groundwater is encountered, deep wells or local sump pumps will likely be required for dewatering the site. In either case, we recommend that positive drainage practices be utilized to promote runoff final to local sumps during construction. The groundwater elevation (and construction dewatering) will be a primary focus of our geotechnical subsurface exploration.

Seismic Design Consideration

Based on the surrounding sites as well as our knowledge of the area, we anticipate the project should be considered a Site Class D for seismic design considerations.

Closing

This preliminary report has been developed on the basis of geotechnical information available from a number of sites surrounding the property. It should be used for planning purposes, and should not be used for final design or construction.

Should you have any questions with respect to the information contained in this report, or if we can be of further service to you prior to release of the final report, please do not hesitate to contact either of the undersigned.

Respectfully,

ECS MID-ATLANTIC, LLC



Nicolas H. Waugh, E.I.T.
Staff Project Manager



Scott S. Stannard, P.E.
Principal Engineer

EXHIBIT F

SUBSURFACE EXPLORATION AND GEOTECHNICAL ENGINEERING
ANALYSIS REPORT



REPORT OF
SUBSURFACE EXPLORATION AND
GEOTECHNICAL ENGINEERING ANALYSIS

1600 NORTH CAPITOL STREET, NW
WASHINGTON, DC 20002

FOR
CAPITOL PETROLEUM GROUP, LLC

JUNE 10, 2015



ECS MID-ATLANTIC, LLC

"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

June 10, 2015

Mr. Joe Mamo
Capitol Petroleum Group, LLC
C/O Ted W. Kalriess, PE, CCM, AVS, LEED AP
KCM Inc.
16905 Simpson Circle,
Paeonian Springs, Virginia 20129

ECS Project No. 01:24526-A

Reference: Report of Subsurface Exploration and Geotechnical Engineering Analysis, 1600 North Capitol Street, NW, Washington, DC

Dear Mr. Mamo:

As authorized by your acceptance of ECS Proposal No. 51107-GP, dated May 5, 2015, ECS Mid-Atlantic, LLC (ECS) has completed the subsurface exploration and geotechnical engineering analysis for the proposed construction of the residential development at 1600 North Capitol Street, in northwest Washington, DC.

A report, including the results of our subsurface exploration, boring data, laboratory testing, engineering recommendations, and a Boring Location Diagram are enclosed herein. The recommendations presented are intended for use by your office and for use by other professionals involved in the design and construction stages of the project described herein.

We appreciate the opportunity to be of service to Capitol Petroleum Group on this project. If you have any questions with regard to the information and recommendations contained in this report, or if we may be of further service to you during the planning and/or construction phase of this project, please do not hesitate to contact the undersigned.

Respectfully,

ECS MID-ATLANTIC, LLC

Nicolas H. Waugh, E.I.T.
Staff Project Manager

Scott S. Stannard
Principal Engineer



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REPORT

PROJECT

Subsurface Exploration and
Geotechnical Engineering Analysis
1600 North Capitol Street, NW
Washington, DC

CLIENT

Capitol Petroleum Group, LLC
C/O Ted W. Kalriess, PE, CCM, AVS, LEED AP
KCM Inc.
16905 Simpson Circle,
Paeonian Springs, Virginia 20129

PROJECT NO. 01:24526-A

DATE June 10, 2015

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PROJECT OVERVIEW

Introduction

This report presents the results of our subsurface exploration and geotechnical engineering analysis performed for the proposed construction at 1600 North Capitol Street, NW in Washington, DC. This report was conducted in general accordance with ECS Proposal No. 51107-GP, dated May 5, 2015, and authorized by your office. In preparing this report, we have utilized information from our current subsurface exploration as well as information from nearby sites. We have also had the opportunity to discuss the project with you via email and telephone conversations.

Site Location and Existing Site Conditions

The project site is located at the physical address of 1600 North Capitol Street, NW in Washington DC. The site includes lot 0048 within Square 3100. The site is located near the intersection of Florida Avenue and North Capitol Street and is bound to the north by existing residential structures, to the south by Q Street NW, to the east by North Capitol Street NW, and to the west by existing residential buildings and Florida Avenue NW. The site is currently occupied by an open asphalt lot with elevations that slope down from north to south and generally range between EL. +82 feet to EL. +74 feet.

Proposed Construction

Based on our correspondence and the drawings provided, we understand that the proposed construction will include construction of a residential complex with retail space on the first floor. The structure will have 7 above-grade levels and up to two below-grade levels with a finished floor elevation (FFE) of approximately EL. +60 feet and a building footprint of approximately 23,000 square feet. Maximum column loads were unavailable at the time this proposal was written and were estimated to be on the order of 900 to 1350 kips.

Purpose and Scope of Work

The purpose of this program was to explore the subsurface conditions at the site and to develop engineering recommendations to guide the design and construction of the project. We accomplished these purposes by performing the following scope of services:

1. Reviewing the geotechnical reports prepared for nearby project sites by ECS;
2. Drilling soil borings using a conventional drill rig;
3. Performing laboratory tests on selected representative soil samples from the borings to evaluate pertinent engineering properties;
4. Analyzing the field and laboratory data from this and previous explorations to develop appropriate engineering recommendations; and,
5. Preparing this geotechnical report of our findings and recommendations.

The conclusions and recommendations contained in this report are based on three (3) soil borings (referenced as B-1 through B-3) conducted by ECS at the project site and within the anticipated limits of the proposed construction to a depth of about 80 feet below the existing site grades, which corresponds to a termination elevation of approximately EL. 0 feet to EL. -5 feet. The subsurface exploration included split spoon soil sampling, Standard Penetration Tests (SPT), and groundwater level observations in the boreholes. The results of the completed soil borings along with a Boring Location Diagram are included in the Appendix of this report.

The Boring Location Diagram was developed from the "Existing Conditions and Site Demo Plan" prepared by Bonstra Haresign, dated May 31, 2015. The boring elevations were determined by extrapolating between topographic data elevations shown on the aforementioned survey and are considered accurate to within $2\pm$ feet.

EXPLORATION PROCEDURES

Subsurface Exploration Procedures

The subsurface exploration consisted of performing a total of three (3) borings to a depth of up to about 80 feet below existing site grades. The soil borings were performed with a truck-mounted auger drill rig, which utilizes continuous flight, hollow stem augers to advance the boreholes. In hollow stem auger drilling operations, drilling fluid is not used to maintain or advance the borings. After completion of the borings, the boreholes were grouted to the surface. Excess spoils were containerized as required by the DDOE and a soil sample was tested to determine means and methods for disposal. At the time this report was prepared, the soils had not been removed from the site.

Representative soil samples were obtained by means of the split-barrel sampling procedure in accordance with ASTM Specification D-1586. In this procedure, a 2-inch O.D., split-barrel sampler is driven into the soil a distance of 18 inches by a 140-pound hammer falling 30 inches. Sampling was typically performed at 2.5 foot intervals in the upper 10 feet and every 5 feet thereafter. The number of blows required to drive the sampler through the last 12-inch interval is termed the Standard Penetration Test (SPT) N-value and is indicated for each sample on the boring logs. This value can be used as a qualitative indication of the in-place relative density of granular soils. In a less reliable way, it also indicates the consistency of cohesive soils. This indication is qualitative, since many factors can significantly affect the standard penetration resistance value and prevent a direct correlation between drill crews, drill rigs, drilling procedures, and hammer-rod-sampler assemblies.

A field log of the soils encountered in the boring was maintained by the drill crew. After recovery, each sample was removed from the sampler and visually classified. Representative portions of each sample were then sealed and brought to our laboratory in Chantilly, Virginia for further visual examination and laboratory testing.

Laboratory Testing Program

Representative soil samples were selected and tested in our laboratory to check field classifications and to determine pertinent engineering properties. The laboratory testing program included visual classifications, moisture content tests, Atterberg Limits tests, and grain size distribution analysis tests. All data obtained from the laboratory tests is included in the Appendix of this report.

Each soil sample was classified on the basis of texture and plasticity in accordance with the Unified Soil Classification System. The group symbols for each soil type are indicated in parentheses following the soil descriptions on the boring logs. A brief explanation of the Unified System is included with this report. The various soil types were grouped into the major zones noted on the boring logs. The stratification lines designating the interfaces between earth materials on the boring logs and profiles are approximate; in situ, the transitions may be gradual, rather than distinct.

The soil samples will be retained in our laboratory for a period of 60 days, after which they will be discarded unless other instructions are received as to their disposition.

EXPLORATION RESULTS

Regional Geology

The proposed site is located in the Coastal Plain Physiographic Province. The natural soils at the site consist of Alluvium deposits of Quaternary age (Pleistocene). These water deposited alluvial/colluvial soils typically consist of interbedded layers of silt, sand, clay, and gravel. Underlying the Alluvial/Colluvial Deposits is expected to be the marine deposits of the Potomac Formation, which are typically Cretaceous Age sands, silts, and clays. The Potomac Formation is the oldest sedimentary deposit in the Washington metro area and is the bearing stratum for many shallow and deep foundations. At significant depths, usually 200 feet to 300 feet below the existing ground surface, the site is underlain by crystalline bedrock.

Soil Conditions

The surficial materials at the project site consisted of up to approximately 3 inches of asphalt. Underlying the surficial materials, the subsurface profile can be divided into three strata: (I) Fill, (II) Natural Alluvial Soils, and (III) upper Potomac Soils. The following sections describe each soil strata in more detail.

Stratum I - Fill

Fill soils were observed in all borings to depths of up to approximately 12 feet below the existing site grades, which corresponds to elevations as low as EL. +63 feet. The Fill soils typically consisted of Clayey SAND and POORLY GRADED GRAVEL with varying amounts of clay (SC and GP-GC) and contained concrete, brick, and asphalt fragments. SPT N-Values in this material varied between 2 and 14 blows per foot (BPF), which correspond to very loose to medium dense relative densities for the cohesionless soils.

Stratum II – Natural Alluvial Soils

Natural alluvial deposits were observed below the Stratum I – Fill soils. The natural alluvial soils typically consisted of Sandy LEAN CLAY, Clayey GRAVEL, and POORLY GRADED SAND with varying amounts of clay and silt (CL, GC, and SP-SC/SP-SM), which is consistent with the regional geology. These soils were observed to depths of up to 43 feet below the existing ground surface, which corresponds to a lowest elevation of approximately EL. +34.0 feet. SPT N-Values in the non-cohesive soils of this stratum typically ranged between 22 bpf and over 50 blows per 5 inches of penetration, which corresponds to medium dense to very dense relative densities. SPT N-values for the cohesive soils typically ranged between weight of hammer and 10 bpf, which corresponds to very soft to stiff consistencies.

Stratum III – Upper Potomac Soils

Potomac Soils were encountered beneath Stratum II. The Potomac soils typically consisted of Sandy LEAN CLAY (CL), Clayey SAND (SC), and POORLY GRADED SAND with varying amounts of silt and clay (SP-SC/SP-SM), Lignite was also observed throughout this stratum. These soils were observed to the boring termination elevations. SPT N-values of these soils

ranged between 37 bpf and over 50 blows per 2 inches of penetration, which corresponds to dense to very dense relative densities in non-cohesive soils and hard to very hard consistencies in the cohesive soils.

Groundwater Observations

During the subsurface exploration, water was encountered while drilling at depths ranging between 23 feet and 28 feet below existing site grades which corresponds to EL. +49 feet and EL. +52.5 feet.

The highest groundwater observations are normally encountered in late winter and early spring. Variations in the location of the long-term water table may occur as a result of changes in precipitation, evaporation, surface water runoff, and other factors not immediately apparent at the time of our explorations.

ANALYSIS AND RECOMMENDATIONS

The conclusions and recommendations presented in this report are based on the proposed design of 2 below-grade and 7 above-grade levels, a finished floor elevation (FFE) of approximately EL. +60 feet, assumed maximum column loads of 1350 kips, and the results from our subsurface exploration. The following paragraphs should be incorporated in the design and construction of the project to reduce possible soil and/or foundation related problems. These include recommendations with regard to building foundations, below-grade walls and drainage, earthwork, ground slabs, construction dewatering, temporary excavation support, and seismic design parameters. Discussion of the factors affecting the building foundations for the proposed construction, as well as additional recommendations regarding design and construction at the project site are included below as well. We recommend that ECS review the final design and specifications to check that the earthwork and foundation recommendations presented in this report have been properly interpreted and implemented in the design and specifications.

The primary concern from a geotechnical perspective for the proposed building is the existence of very soft clays at or near the final building bearing elevation. These soils are settlement sensitive, particularly with regard to long term creep issues. Furthermore, this layer varies in thickness and elevation. In borings B-1 and B-2, this clay layer extends as deep as between EL. +53 feet and EL. +40 feet, approximately 7 to 20 feet below the FFE. However, in boring B-3, this layer was observed to extend to EL. +57 feet, only 3 feet below the FFE. In addition, it is our opinion that considering a shallow foundation system, footings would likely bear at or slightly above the bottom of this layer near Borings B-3 and B-1. Boring B-2; however, encountered very soft soils extending on the order of 10 to 15 feet below the expected foundation bearing elevation. As can be seen by the borings, large changes in material type and strength can occur over relatively short distances. A foundation system or slab bearing within this soft clay layer would likely undergo differential settlement issues that manifest themselves over the life of the building. We have subsequently broken the site up into two areas: ***The Northeastern Quadrant*** (the areas directly adjacent to both lots 31 and 33, extending east to the edge of the property) and ***The Southern Quadrant*** (the remaining portions of the site). A diagram is included in the appendix of this report. **Due to the variability of the clay layer at or near the lowest level FFE, we recommend that several additional borings be conducted to delineate the full extent of the soft soil zone countered at B-2. This will be critical to determine the full extent of the foundation design at the site in the event a mat foundation is not feasible. If a low pressure mat foundation is feasible structurally, the softer soils are less of a design concern. If spread footings are chosen, the additional borings will aid in finalizing the site zones requiring ground improvement to keep the foundation design as efficient as possible. For example, based on the variability of the clay layer strength, thickness and elevation, it is likely that a combination spread footings, spreads with ground improvement and spreads with minor undercuts would provide the most economical spread footing design at the southern quadrant.**

We recommend that the foundation system in the Northern Quadrant of the site be constructed using either shallow spread footings or a mat foundation (both of which are generally viable with lower pressures to the south), while foundations in the Southern Quadrant be constructed using aggregate piers or auger cast-in-place concrete piles. Please refer to the following tables for a summary of the foundations for each quadrant.

Table 1: Northeastern Quadrant

Foundation Type	Bearing Capacity	Approximate Bearing Elevation	Underslab Drainage Required
Spread Footings	8,000 psf	EL. +55 feet to EL. 57 feet	Yes
Mat	7,000 psf	EL. +55 feet to EL. +57 feet	No

Table 2: Southern Quadrant

Foundation Type	Diameter	Capacity	Approximate Bearing Elevation	Approximate Length	Underslab Drainage Required
Mat Foundation**	N/A	3,000 psf	EL. +55 feet to EL. +57 feet	N/A	No
Spread Footings**	N/A	2,500 psf***	EL. +55 feet to EL. +57 feet	N/A	Yes
Aggregate Piers*	24" to 30" diameter	4,000 to 6,000 psf bearing capacity	EL. +40 feet to EL. +45 feet	10 feet to 20 feet	Yes
Auger Cast-in-Place Piles	18" diameter	130 to 150 tons	EL. +10 feet	45 feet	Yes

*Final design performed by a specialty contractor

**Higher (and/or multiple) pressures possible once additional delineation borings are completed

***Depending on the final foundation design and footing conditions, undercuts in these areas are likely. If spreads are chosen in this area, additional borings are recommended.

Foundation Recommendations

Spread Footings (Northeastern Quadrant)

We recommend that the proposed development at the northeast quadrant be supported on the competent Stratum II soils. A shallow foundation system bearing in the competent Stratum II soils can be designed with an allowable bearing capacity of **8,500 psf**. This allowable bearing pressure assumes that the bottom of the proposed footings will bear at or below EL. +55 feet to EL. +57 feet. The net allowable soil bearing pressure refers to that pressure which may be transmitted to the foundation bearing soils in excess of the final minimum surrounding overburden pressure. For design purposes, competent Stratum II soils can be identified on the boring logs as those soils having an SPT N-value of 26 bpf or greater.

Most of the soils in the northeastern quadrant at the foundation bearing elevation are anticipated to be suitable for support of the proposed development on a shallow foundation system with an allowable contact pressure of 8,500 psf. If fill soils or soft soils are observed at the footing bearing elevations, the unsuitable soils should be undercut and removed. **Please note that a very soft Sandy CLAY (CL) layer exists at or near the final finished floor elevation. If this material is encountered, undercuts to depths up to three to five feet in areas underneath the footings may be required to reach competent soil.** At these locations, the undercut soils should be backfilled with lean concrete (1,000 psi). During construction, the bearing capacity at the final footing excavation should be tested in the field by

the geotechnical engineer or their authorized representative to document that the in situ bearing capacity at the bottom of each footing excavation is adequate for the design loads.

Spread Footings (Southern Quadrant)

Spread footings at the southern quadrant of the site may be designed for an allowable bearing pressure of 2,500 psf (additional borings recommended, as detailed herein). Multiple and/or higher pressures may be considered once additional borings are completed.

Spread Footings (General)

Exposure to the environment may weaken the soils at the footing bearing level if the foundation excavations remain open for too long a time. Therefore, foundation concrete should be placed the same day that excavations are made. If the bearing soils are softened by surface water intrusion or exposure, the softened soils must be removed from the foundation excavation bottom immediately prior to placement of concrete. If the excavation must remain open overnight, or if rainfall becomes imminent while the bearing soils are exposed, we recommend that a 1 to 3-inch thick "mud mat" of "lean" concrete be placed on the bearing soils before the placement of reinforcing steel.

In order to prevent disproportionately small footing sizes, we recommend that continuous footings have a minimum width of 2.0 feet and that isolated column footings have a minimum lateral dimension of 3.0 feet. The minimum dimensions recommended above help reduce the possibility of foundation bearing failure and excessive settlement due to local shear or "punching" action. All footings should be placed at a minimum depth of 3 feet below finished grade.

Settlement of a structure is a function of the compressibility of the natural soils, the design bearing pressure, column loads, fill depths, and the elevation of the footing with respect to the original ground surface. For footings designed for the recommended bearing pressures, we estimate that total foundation settlements will be on the order of 1 inch and differential settlement will be approximately half the total settlement. These settlement estimates have been based upon the assumed structural information, finish floor elevation, and the data obtained by the subsurface explorations performed by ECS.

Aggregate Piers (Southern Quadrant)

Considering the condition and depth of the soft clay layer, there is risk in supporting the foundations in this area directly on the soft soils with spread footing foundations, since undesirable differential settlements may occur. As such, we recommend an alternative where foundations either bypass the unsuitable fills (i.e. deep foundations) or that the unsuitable soils be altered to be suitable foundation materials (i.e. ground improvement). Based on the anticipated loads, we anticipate the ground improvement using an Aggregate Pier system may be a suitable, and possibly more economical option than a deep foundation system. **As previously discussed, we recommend that if spread footings constructed atop improved ground are chosen, that additional borings be undertaken to delineate the area requiring improvement. Based on additional borings, spread footings and/or spread footings with minor undercuts may be feasible in some southern quadrant areas without aggregate piers.**

Aggregate piers are a ground improvement technique in which a column of soil is replaced with crushed stone that is densified with vibratory or ramming techniques.

The footings are then designed for a bearing pressure appropriate for the densified aggregate pier and remaining soil surrounding the pier. The aggregate piers would be extended through the soft clay layer into more competent soils and generally consist of 24-inch to 30-inch minimum diameter drilled excavations. The soil reinforcement occurs as a result of the excavation of soft unsuitable soils and replacement by vibrated or compacted dense granular aggregate, such as No. 57, 21A, or 21B.

The aggregate piers can be utilized under the building footprint to support walls and columns. Based on our experience with similar subsurface profiles, we anticipate that an allowable bearing pressure on the order of 4,000 psf to 6,000 psf may be feasible after the installation of aggregate piers.

The aggregate pier system should be designed by a design-build contractor and the proposed soil improvement plan should be reviewed by the Geotechnical Engineer of Record (GER) before construction begins. While design of this system would be performed by others, the design could be such that total and differential settlements would be limited to 1 inch and 0.75 inch, respectively. The prospective aggregate pier contractor should be aware of the existing soft clay soils and be provided with a copy of this report when evaluating the project site. The piers should extend through the soft soils to bear in more competent soils.

Augered Cast-In-Place Piles (Southern Quadrant)

While likely more expensive than rammed aggregate piers, we anticipate that augered cast-in-place (ACIP) piles will be a suitable deep foundation system to bypass the soft clay layers of Stratum II. Until further delineation of the Stratum II clay layer is achieved, ACIP piles will be considered a viable foundation option. Our analyses indicate that 18-inch ACIP piles should be capable of supporting an allowable axial load of 130 to 150 tons, drilled to a tip elevation of EL. +10 feet.

Properly installed ACIP piles are anticipated to settle less than 1 inch with differential settlement between columns of less than ½ inch. A goal of the suggested test pile program is to clarify the required minimum pile tip elevation throughout the site and refine the recommendations based on field observations. Once indicator piles and subsequent load testing is complete, the geotechnical engineer should render opinions on the required pile tip elevations or acceptance criteria for the site.

The grout used shall consist of a mixture of Portland Cement, fluidifier, retarder, fine aggregate and water so proportioned and mixed as to produce a grout mix capable of being pumped. The pile grout shall have a minimum 28-day compressive strength of 5,000 psi. Mixing time after adding the fluidifier at the site shall be no less than 3 minutes. The grout shall be mixed in accordance with the applicable requirements of ASTM C94.

The Contractor shall not use any grout older than the maximum time specified by the supplier. If the pre-approved maximum time limit is in excess of 120 minutes, the supplier shall provide adequate documentation that the grout does not become detrimentally affected beyond this general local industry accepted standard time limit. The Contractor shall coordinate the grout delivery to meet the above requirement and to assure continuity of the work.

The viscosity of the grout should be controlled with a grout cone. This will reduce the variability of the grout and result in a more uniform compressive strength. It is recommended that the flow cone requirement be specified as a range rather than as a single value.

The grout shall be sampled and tested by an independent Testing Laboratory retained by the Owner. During indicator and test pile installation, sampling and casting of a set of six 2-inch cubes shall be made from each truck of grout delivered to the site. During production pile installation, sampling and casting of a set of six 2-inch cubes shall be made for every 50 cubic yards of grout delivered to the site and no less than once per day. For test piles and production pile grout cube sets, one cube shall be tested at 7 days, one at 14 days, one at 21 days, one at 28 days, and one at 56 days. One cube shall be kept as a reserve in case of low grout strength results. If the 56-day cube breaks at strength greater than or equal to the required, then the last cube shall also be tested at 56 days. If not, the last cube shall be tested at 84 days. Grout cubes shall be made and tested in accordance with ASTM C31, C109 and C469. The test results shall be submitted to the Owner, the Structural Engineer, and the Geotechnical Engineer for review within 3 days of completion of the testing.

The augercast piles shall have reinforcing steel cages as shown on the Structural Plans. Additionally, the steel cages shall have #3 bars spacers, or pre-approved equal, so as to maintain the cages centered within the pile shaft. The spacers shall be located at the tip and the top of the cages, with additional spacers located not more than 15 feet on-center for the full embedded length of the pile. The spacers shall be attached so as to prevent bending prior to placement in the pile shaft, and shall be approved by the Geotechnical Engineer prior to use. The size of the spacers shall be such that a minimum 3-inch grout cover inside the pile shaft is maintained. We recommend full length cages to assist in verifying the integrity of the pile shaft after auger withdrawal. If no pile necking has occurred, the reinforcing cage should be able to be installed with relative ease.

The grout pump should be a positive displacement piston pump capable of developing sufficient displacement pressures to assure the continuous and complete filling of the augered pile shafts. The Contractor shall field-calibrate the pump discharge capacity in strokes per cubic foot prior to the installation of piles so that grout take can be monitored by the Geotechnical Engineer.

The pile rig shall be capable of advancing and withdrawing the auger in a slow and steady continuous motion, and shall have sufficient torque and weight to advance the auger to the required depth outlined in Table 2. The auger shall have continuous flights that are uniform 18-inch-diameters throughout its length with no reduction in section at any point along the length. The auger shall have a 3-inch minimum I.D. hollow stem to facilitate grout injection. The auger shall be capable of installing up to 60 feet long piles.

Piles should be installed at locations laid out by a surveyor and as shown on the Foundation Plans prepared by the Structural Engineer. Pile centers shall be within 3 inches of those shown on the Foundation Plans at the pile cut-off elevation. The piles shall be cut-off to the specified elevation with the specified reinforcement extended as required above the cut-off elevation. Vertical piles shall be installed with deviations of no more than 1-inch in 5 feet from a vertical line.

The piles shall be installed by the rotation of the continuous flight auger into the ground to the tip elevation as outlined in this report. Once the tip elevation has been attained, a slow positive rotation shall be maintained and the auger initially withdrawn 0.5 feet to 1 feet. Grout should then be pumped through the auger tip until a minimum grout head of 10 feet is achieved. This

will be estimated based on the pump calibration performed prior to pile installation. The auger shall then be advanced back to the tip elevation and steadily withdrawn in a continuous operation while grout is being injected without interruption. The rate of auger withdrawal and that of grout injection shall be coordinated such that the amount of grout pumped per foot of pile during auger retrieval is at least 115% of the theoretical volume per foot of pile. A positive grout pressure head above the tip of the auger shall be maintained at all times as verified by the return of slurry/grout from around the auger flights. If the auger jumps during withdrawal, if the pump skips a stroke, or if there is a break in the slurry/grout return as observed from the top of the augered shaft, the auger shall be lowered a minimum of 5 feet below the depth of questionable area and regouted. The rate of auger withdrawal shall not be increased once grout return is observed at the ground surface. If the auger is withdrawn too rapidly, suction within the pile shaft could occur, exacerbating the potential for pile necking. If the minimum 115% grout volume is not achieved, the pile shall be redrilled and regouted at the affected depths.

The augered shaft shall be completely filled to the ground surface with grout. Grout shall not be removed from the augered shafts by dipping or other means prior to setting of the grout. Installed piles shall be periodically checked by the Contractor to determine if the grout in the piles has settled. If the grout level drops more than about 1 foot, the top of the pile shall be purged and fresh grout shall be added to the top of the pile prior to the grout reaching its initial set.

Immediately upon completion of the grouting operation of each pile, the specified reinforcement shall be installed. Care shall be taken not to contaminate the pile grout with soil or other foreign material during reinforcing steel cage installation. The steel cages shall be maintained at the center of the grout-filled augered pile shaft at all times. If difficulty is encountered during installation of the reinforcement, the pile shall be redrilled and regouted. If problems are still encountered, then the shaft shall be filled with grout and abandoned, and alternate pile location(s) shall be determined by the structural engineer.

In case there is a loss of grout upon pile grouting or if there is no return of grout from the shaft during pumping, the shaft shall be temporarily abandoned and shall be redrilled and regouted after approximately 1 hour. If problems are still encountered, then the shaft shall be redrilled and regouted the following day. If problems are still encountered, then a replacement pile shall be installed at a location determined by the Structural Engineer.

A minimum grout set time of 12 hours shall be allowed before any adjacent piles are installed unless otherwise directed by the Geotechnical Engineer. No piles closer than 9 feet center to center shall be installed the same day. If grout loss is experienced in a completed pile while drilling an adjacent pile, the construction of the adjacent pile shall be ceased and the completed pile shall be redrilled and regouted. The adjacent pile shall not be installed until the next day.

ACIP Pile Foundations, Test Pile Program

We recommend the installation of two (2) pre-production indicator piles. One (1) of the indicator piles will be statically load tested under the observation of the geotechnical engineer to determine adequate capacity. The indicator piles shall be installed prior to installation of the production piles at permanent pile locations. The purpose of the test pile program is to determine the production pile tip elevations (pile lengths), confirm our assumption of pile capacity (which is related to our design safety factor), to allow

observation of the subsurface conditions encountered by the augers, and to provide the drilling contractor with an opportunity to determine the equipment required to achieve the design tip elevations. The standard load test procedures (not the quick test) should be utilized.

Four strain transducers shall be installed on each indicator / test pile rebar cage near the pile toe. The details of the strain transducer installation shall be submitted to the geotechnical engineer for approval prior to the start of the test pile program. Strain and subsequent stress data should be collected during the static load tests and transmitted along with the pile top movements required by ASTM D 1143.

Floor Slab Design – Non Mat Foundation

The following recommendations should be followed only if spread footings, aggregate piers, or ACIP piles are used for the foundation system.

Based on the conditions observed during the subsurface exploration and the proposed finished floor elevation of the lowest below-grade level, we recommend that the floor slab be designed as a slab-on-grade bearing on competent soils or compacted engineered fill over competent soils (if required).

Based on our conversation with you, the proposed finished floor elevation of the lowest level is approximately EL. +60 feet. Based on the results of our soil borings, the soils at the bottom of slab elevation are anticipated to consist of the very soft to soft Sandy CLAY (SC) and CLAY (CL) of Stratum II. This material is generally suitable for the support of a slab-on-grade, however, there may be areas of soft or yielding soils. As such, we recommend that the slab subgrade be proofrolled with a 10 ton loaded dump truck. If any soft or yielding soils are observed during this proofroll or examination, then 1 to 2 feet of existing soils may need to be removed and replaced with compacted structural fill in accordance with the recommendations included in this report.

The existing natural material removed during undercutting may be suitable for reuse as engineered compacted fill provided it meets the requirements of this report. Prior to placing the engineered fill, the approved subgrade soil should be properly compacted, proofrolled, and free of standing water, mud, and frozen soil.

We recommend that the floor slab be isolated from the footings so that differential settlement of the structure will not induce stresses on the floor slab. Also, in order to minimize the crack width of any shrinkage cracks that may develop near the surface of the slab, we recommend mesh reinforcement be included in the design of the floor slab. The mesh should be in the top half of the slab to be effective.

Before placement of concrete, a 6-mil vapor barrier should be placed on top of the prepared subgrade to act as a moisture barrier. Special attention should be given to the surface curing of the slab in order to minimize uneven drying of the slab and associated cracking.

Underslab Subdrainage – Non Mat Foundation

The following recommendations should be followed only if spread footings, aggregate piers, or ACIP piles are used for the foundation system.

We recommend that the below grade areas for the structure be provided with a perimeter and underslab subdrainage system (i.e., a “drained” condition). The system may consist of perforated or porous wall, closed joint drain lines located around the interior perimeter of the below grade areas, as close as feasible to the exterior wall, below the finished floor level. A network of interior pipes is also needed. Since an earth retention system will likely be required for construction, it is anticipated that “lot line” construction will be used. Weep holes (which convey drainage from behind the walls to the underslab subdrainage system) should be placed at a spacing of no greater than 8 feet on center, generally designed to align between the soldier piles of the earth retention system. The weep holes should be a minimum of four inches in diameter, and should freely drain from the exterior drainage medium to be collected by the interior perimeter drain line just inside the base of the wall. The drain lines should be surrounded by 4 to 6 inches of gravel material having a gradation compatible with the size of the opening utilized in the drain lines and the surrounding soils to be retained. A sketch titled “Below Grade Wall Waterproofing and Underslab Drainage Diagram” is included in the Appendix and is intended to graphically depict our recommendations for this report section.

We recommend that the perimeter and underslab drain system for the proposed structure be designed to flow to at least one permanent sump, possibly two, depending on the final building configuration. We recommend that the permanent sump be designed with a full duplex capability (i.e., two pumps per pit), with each individual pump rated at no less than 50 gpm. With this configuration, under emergency conditions, these individual sumps would have the capacity to pump 100 gpm. The contractor should monitor the pumping rate of the construction dewatering system in order to verify that the permanent sump pump has been adequately sized. Smaller or conversely larger pumps may ultimately be needed. Once the plans are further developed, please contact ECS so that we can refine our pumping estimates.

Lateral drain lines under the floor slab should be placed at no more than 30 feet on center. Underslab drain lines should have a minimum diameter of 4 inches, and they should be slotted or appropriately perforated. The gravel drainage layer beneath the slab should be no less than 10 inches thick with a minimum of 6 inches of cover and 2 inches of bedding at pipe locations. In addition, all pipes should be sloped a minimum of 0.5% to a suitable collection point (i.e., sump). Clean out access should be installed at all sharp bends and at approximately every 100 feet for straight runs. A grit collection chamber should be installed upstream of the sump to reduce the amount of granular materials reaching the pumps. ECS can design the underslab subdrainage system if you prefer.

Below Grade Walls – Non Mat Foundation

The following recommendations should be followed only if spread footings, aggregate piers, or ACIP piles are used for the foundation system.

For the proposed development, below grade-walls should be designed to withstand lateral earth pressures and surcharge loads. We recommend that the below-grade walls be designed for a linearly increasing, lateral fluid equivalent, at-rest earth pressure of 60 pounds per cubic foot (pcf) which does not include hydrostatic water pressures. This recommendation is based on the anticipated retained soils, which may consist of soils located in both strata I and II. In order to maintain the 60 pcf lateral earth pressure, drainage of the below-grade walls must be provided by the subdrainage system (described in the Underslab Subdrainage section). The wall design should also account for any surcharge loads (including adjacent structure foundations) within a 45 degree slope from the base of the wall. A Lateral Earth Pressure Diagram is included in the Appendix of this report.

We anticipate that a “lot line” earth retention system consisting of driven or drilled steel H-piles and wooden lagging sheeting will be used to stabilize the excavation and construct the lowest basement levels and walls. If a space exists between the formed basement walls and the sheeting, then it should be filled with a granular soil material. High plasticity clays and silts (CH, MH) should not be used as backfill between the sheeting and the basement walls.

To minimize excessive pressures against the below grade walls, and to reduce the settlement of the wall backfill, it is recommended that the wall backfill (if required) be compacted to 95% of the maximum dry density determined in accordance with ASTM Specification D-698, Standard Proctor Method. Where the fill will be supporting pavement or other structures, the fill should also be compacted to near 95% of this specification, except that the upper 1 foot should be compacted to 100% of the maximum dry density referenced above. Backfill materials which are placed behind below-grade walls should be free of organic materials and debris, free-draining (or with proper drainage provisions), non-frost susceptible, and should not include any highly plastic clays or silts (CH or MH). It is imperative that no CH or MH soils be used as backfill, due to the shrink-swell potential of these materials. The backfill should also have a Liquid Limit less than 40 and Plasticity Index of less than 15. The fill placed adjacent to the below grade walls should not be over compacted. Heavy earthwork equipment should maintain a minimum horizontal distance away from the below grade walls of 1 foot per foot of vertical wall height. Lighter compaction equipment should be used close to the below grade walls.

Suitable man-made drainage materials may be used in lieu of the granular backfill, adjacent to the below grade walls. These materials should be covered with a filter fabric having an apparent open size (AOS) consistent with the size of the soil to be retained. The material should be placed in accordance with the manufacturer's recommendations and connected to the underslab drainage system, which in turn should be properly drained from sumps. The lateral earth pressures indicated above are applicable for either granular backfill or the manufactured drainage medium.

In addition, below grade walls should be waterproofed utilizing Ultraseal™ Bentonite Waterproofing, Preprufe, or equivalent. See the attached Below-Grade Wall Waterproofing and Underslab Drainage Diagram in the Appendix of this report for more details.

Mat Foundation (Northeastern and Southern Quadrants)

If a mat foundation is chosen, it should bear on the competent Stratum II soils. The mat foundation should be designed utilizing a modulus of subgrade reaction, k_1 , equal to 50 to 100 pounds per cubic inch (pci), depending on the final bearing elevation and quadrant location. The k_1 value can be converted to k by the following equation:

$$k \text{ (pci)} = k_1 \text{ (pci)} \left(\frac{B+1}{2B} \right)^2 \text{ (Das Equation 6.45, 6}^{\text{th}} \text{ Ed.)}$$

Where k is the coefficient of subgrade modulus and varies depending foundation size and soil type.

We recommend that the mat foundation be designed for a net contact stress not exceeding **7,000 psf in the Northeastern Quadrant and 3,000 psf in the Southern Quadrant**. These

recommendations are considering a highest expected bearing elevation of approximately EL. +55 feet to EL. +57 feet (approximately 3-5 feet below the lowest anticipated FFE). Soils suitable to support this pressure can be identified on the boring logs as those natural soils with SPT N-values of 26 or greater in the Northeastern Quadrant and 4 or greater in the Southern Quadrant. In general, the soils at the foundation bearing elevation may be suitable for support of the proposed mat foundation; however, undercuts may be required due to the soft CLAY observed at or near the FFE. Post-construction settlement is estimated to be on the order of 1 inch.

The bearing capacity of the subgrade soils should be confirmed immediately prior to placement of a concrete working mat. The soils should be observed by an experienced soil technician working under the direct supervision of a registered professional geotechnical engineer. Any soils which are soft or which become loosened by construction activities or water intrusion should be removed and replaced with a gravel backfill. Proper dewatering of the subgrade soils will be necessary during construction to minimize difficulties during foundation installation.

The mat may be placed in one continuous concrete pour or in sections. If the mat is placed in one continuous pour, we recommend that super plasticizers (high range water reducers) be used in the concrete mix designed to decrease the water to cement ratio, which will in turn, reduce the potential for shrinkage cracks in the mat. Cold joints should not be permitted during placement of the mat concrete. If the mat is placed in sections, we recommend that the construction joints be designed so as to ensure that the joints are watertight. We recommend that the mat be placed in a checkerboard fashion so that every other square is placed to minimize shrinkage effects. If internal braces (rakers) are utilized for the support of the earth retention system, box outs within the mat will be required due to penetration of the rakers for the mats. The joints in the mat around the rakers should also be constructed using a watertight seal.

Since the soils at the subgrade elevation are moisture and disturbance sensitive, we recommend that an attempt be made to minimize disturbance of the subgrade. The first step of construction should be to install the dewatering system as discussed in greater detail in the following sections. Upon completion of the excavation, a 3 to 4-inch lean concrete mud mat should be used as a working mat, to prevent disturbance of the subgrade soils during reinforcing steel placement and framing.

A properly installed mat, with proper crack control, permits only limited water to migrate to the surface of the mat. However, it is virtually impossible to eliminate all water intrusion in an undrained condition. Therefore, we recommend that the mat be constructed utilizing a full bentonite-waterproofing layer. The bentonite should be placed in accordance with the manufacturer's recommendations. Some post installation leakage is common and should be repaired using injection grouting or as determined by the bentonite installation contractor's warranty.

Below-Grade Walls – Mat Foundation

If a mat is selected, below-grade walls should be designed to withstand lateral earth pressures, water pressures, and surcharge loads, as appropriate. Considering that the building foundation will be "undrained" and will be fully waterproofed below-grade in this scenario, we recommend that the below grade walls be designed to resist soil and water pressures to the ground surface, using a design lateral earth pressure of 90 psf per vertical foot of wall height. The wall design should also account for any surcharge loads within a 45° slope from the base of the wall.

Where a space exists between the SOE perimeter and the excavation for foundation construction, granular backfill may be placed in lieu of manmade drainage material. Granular fill should extend to a level of approximately two feet below the final outside grade. The remaining two feet should consist of a clayey material to minimize the amount of surface water infiltration into the granular backfill, and thus reducing excess water to be handled by the drainage system. The ground surface adjacent to the below grade wall should be kept properly graded to prevent ponding of water adjacent to the below grade walls.

Below-Grade Waterproofing – Mat Foundation

During the exploration conducted at the site, groundwater levels were generally observed to range between approximate elevations EL. +52.5 feet to EL. +49 feet. With a top of mat elevation on the order of approximate elevation EL. +60 feet, the top of mat foundation may be near the existing groundwater level and likely within perched water zones. We recommend that the below grade walls be waterproofed up to the ground surface.

Waterproofing should consist either of bentonite wall panels or continuous waterproofing membranes. Care must be exercised during installation and backfilling to minimize damage to the waterproofing system. Any areas, which have become damaged, should be repaired or replaced. It is important that the waterproofing be continuous around the entire perimeter of the structure to be effective. Perimeter waterproofing should extend down the sides of the mat to (and including) the bottom of the mat.

Water stops should be provided at construction joints at the interface of the perimeter walls with the mat foundation, at adjacent pours of the perimeter walls, and within construction joints within the mat. The design of these water stops and waterproofing is especially critical to providing effective waterproofing. Such joints provide a conduit for water infiltration if not properly waterproofed. All penetrations through the mat such as floor drains or other penetrations should incorporate bentonite strips or other water stops to prevent the migration of water along the interface of the penetration with the mat concrete.

Seismic Design Considerations

The subsurface exploration completed for the proposed development included the drilling of three borings up to a depth of up to about 80 feet below the existing surface elevation. The International Building Code (IBC) 2012 requires site classification for seismic design based on the upper 100 feet of a soil profile. Where site specific data are not available to a depth of 100 feet, appropriate soil properties are permitted to be estimated by the registered design professional preparing the soils report based on known geologic conditions.

Utilizing the data obtained from our borings and our previous experience at neighboring sites, a weighted average SPT “N”-value of more than 50 bpf is not anticipated within 100 feet of the ground surface. Three methods are utilized in classifying sites, the shear wave velocity (v_s) method; the unconfined compressive strength (s_u) method; and the Standard Penetration Resistance (N-value) method. The latter method (N-Value method) was used in classifying this

site. Based on our interpretation of IBC 2012 and Table 1613.3.2, the project is defined as “Site Class D” for seismic design considerations.

In addition to the seismic site class noted above, ECS has determined the design spectral response acceleration parameters following the IBC 2012 methodology. The Mapped Responses were estimated from the free Java Ground Motion Parameter Calculator available from the USGS website. The design responses for the short and 1-second period (SDS and SD1) are noted in bold at the far right end of the following table.

Table 3: Ground Motion Parameters (IBC 2012 Method)

Period (sec)	Mapped Spectral Response Accelerations (g)		Values of Site Coefficient for Site Class D		Maximum Spectral Response Acceleration Adjusted for Site Class (g)		Design Spectral Response Acceleration (g)	
Reference	Figures 1613.3.1 (1) & (2)		Tables 1613.3.3 (1) & (2)		Eqs. 16-37 & 16-38		Eqs. 16-39 & 16-40	
0.2	S_s	0.118	F_a	1.2	S_{MS}	0.189	S_{DS}	0.126
1.0	S_1	0.051	F_v	1.7	S_{M1}	0.122	S_{D1}	0.081

The Site Class definition should not be confused with the Seismic Design Category designation, which the Structural Engineer typically assesses. If a higher site classification is beneficial to the project, ECS would be pleased to discuss additional testing capabilities in this regard.

PROJECT CONSTRUCTION

Subgrade Preparation and Earthwork Operations

Regardless of the foundation design chosen, initial preparation of the site should consist of complete removal of all landscaping, sidewalks, existing structural elements, topsoil, roots, and other deleterious materials within the footprint of the proposed structure. Further excavation to the design subgrade level should be limited to about 1 foot above the design subgrade. This will allow any equipment required to excavate footing foundations the ability to negotiate the site on material that will ultimately be removed. We recommend this plan in order to limit undercutting that may be necessary due to the surface disturbance caused by construction traffic and exposure to weather. This is especially important for proper construction of the slab and foundation system.

Upon removal of the protective layer and excavation to the floor subgrade, the building slab areas should be observed by the Geotechnical Engineer of Record or his authorized representative. Any soft or unsuitable materials encountered during the observation process should be removed and replaced with an approved backfill material in accordance with the earthwork specifications presented in this report.

All excavations should be adequately sloped or braced in order to protect construction personnel and equipment working at the site. OSHA safety regulations should be followed in all cases. If any problems are encountered during the earthwork operations, or if site conditions deviate from those encountered during our subsurface exploration, the Geotechnical Engineer should be notified immediately.

Fill Placement

All fills should consist of an approved material, free of organic matter and debris, cobbles greater than 4-inches and have a Liquid Limit and Plasticity Index less than 40 and 20, respectively. Unacceptable fill materials include topsoil and organic materials (OH, OL), and high plasticity silts and clays (CH, MH). Under no circumstances should high plasticity soils be used as fill material in proposed structural areas or close to site slopes. The site's Stratum II soils appear to be suitable for reuse as backfill material provided the amount of non-soil constituents are low and removed and meet the criterion outlined in this report. Below grade wall backfill will require a maximum Liquid Limit and Plasticity Index of 40 and 15, respectively.

The on-site soils may require moisture content adjustments, such as the application of discing or other drying techniques or spraying of water to the soils prior to their use as compacted fill (termed manipulation). The planning of earthwork operations should recognize and account for increased costs associated with manipulation of the on-site materials considered for reuse as compacted fill.

Fill materials should be placed in lifts not exceeding 8-inches in loose thickness and moisture conditioned to within ± 2 percentage points of the optimum moisture content. Soil bridging lifts should not be used, since excessive settlement of overlying structures will likely occur. Controlled fill soils should be compacted to a minimum of 95% of the maximum dry density obtained in accordance with ASTM Specification D-698, Standard Proctor Method. However, the upper one foot of soil supporting slabs-on-grade, pavements, sidewalks, or gutters should be compacted to a minimum of 100% of the maximum dry density obtained in accordance with ASTM Specification D-698, Standard Proctor Method.

The expanded footprint of the proposed pavement and fill areas should be well defined, including the limits of the fill zones at the time of fill placement. Grade control should be maintained throughout the fill placement operations. All fill operations should be observed on a full-time basis by a qualified soil technician to determine that the specified compaction requirements are being met. A minimum of one compaction test per 2,500 square foot area should be tested in each lift placed. The elevation and location of the tests should be clearly identified at the time of fill placement.

Compaction equipment suitable to the soil type used as fill should be used to compact the fill material. Theoretically, any equipment type can be used as long as the required density is achieved. Ideally, a steel drum roller would be most efficient for compacting and sealing the surface soils. All areas receiving fill should be graded to facilitate positive drainage from building pad and pavement areas of any free water associated with precipitation and surface runoff.

It should be noted that prior to the commencement of fill operations and/or utilization of any off-site borrow materials, the Geotechnical Engineer of Record should be provided with representative samples to determine the material's suitability for use in a controlled compacted fill and to develop moisture-density relationships. In order to expedite the earthwork operations, if off-site borrow materials are required, it is recommended they be comprised of a select granular material which will provide suitable support and be easily compacted and well drained.

Fill materials should not be placed on frozen soils or frost-heaved soils and/or soils which have been recently subjected to precipitation. All frozen soils should be removed prior to continuation of fill operations. Borrow fill materials, if required, should not contain frozen materials at the time of placement. All frost-heaved soils should be removed prior to placement of controlled, compacted fill, granular subbase materials, foundation or slab concrete, and asphalt pavement materials.

Earth Retention System

A temporary excavation system will likely be required for the proposed construction. A free draining system consisting of soldier piles and wood lagging is recommended. The system should be braced externally using tiebacks, if possible, or internally with rakers.

Spacing of the soldier piles and braces should be determined by a structural analysis. However, we recommend that the maximum center line to center line spacing of the soldier piles not exceed 8 feet. In addition, wooden lagging should have a minimum thickness of 3 inches (although larger thicknesses may be required). The final design of the system should be performed by a specialist in this area and is not part of the scope of this report. The earth retention system should be designed for both global stability as well as stability at the face of the excavation.

The lateral earth pressures (LEP) for the temporary earth retention system should be chosen by the design-build contractor based on site specific soils/site features. In particular, the LEP adjacent to the northern and western portions of the building should be designed assuming at-rest assumptions (i.e. no vertical or lateral movement). ECS recommends a peer review of the SOE design be performed.

If tiebacks are used, we recommend a "performance test" be performed on 10% of randomly selected tiebacks (or a minimum of three tiebacks, whichever is greater). The performance test

evaluates the tieback load carrying capacity, deflections during loading, and movements with respect to time. The tieback capacity should be considered adequate when a stable condition is obtained under a particular test load for a duration of 15 minutes. In addition, we recommend that each tieback be "proof tested" to 120% of its design load.

In areas where tiebacks are not feasible, an internal bracing system of rakers would be required. Rakers should be braced against toe blocks or other reaction points that have been designed to carry the load.

The contractor should avoid stockpiling excavated materials immediately adjacent to the excavation walls. We recommend that stockpile materials be kept back from the excavation a minimum distance equal to one-half the excavation depth to avoid surcharging the excavation walls. If this is impractical due to space constraints, the excavation walls should be retained with bracing designed for the anticipated surcharge loading.

Earth Retention System/Support of Excavation (SOE) Performance Requirements

We recommend the following specification for use in the construction documents associated with the earth retention system.

Part 1 – General

1. Contractor/Designer shall design and construct a temporary Support of Excavation (SOE) system sufficient to support the project's below grade construction.

Part 2 – Submittals

1. SOE design plans sealed by a licensed Professional Engineer for the jurisdiction the work is performed in.
2. All supporting calculations for the SOE design, including global stability calculations.
3. Subsurface data utilized for the SOE design.
4. The braced excavation contractor shall submit the anticipated movement amounts (vertically and laterally) of each portion of the excavation support system to the owner's engineering consultant. These anticipated movements will also serve as the basis for evaluating the performance of the excavation support system. If creep movements are anticipated, the contractor shall state the total expected magnitude and rate during the time frame the SOE system is required to support the excavation. The contractor's estimated excavation support movements shall be subject to review and acceptance by the owner's engineering consultant before they are used as the performance standard.
5. Jack calibration data for any equipment utilized to tension tieback anchors. Calibration records must be current within a 12 month period of the time of anchor stressing.
6. Proposed Performance Test Locations and elevations (for tieback anchors).
7. If not stated on the plans, the method of soldier pile installation.

Part 3 – Performance Requirements

1. The performance of the braced excavation system will be monitored (measured) by the owner's engineering consultants. These measurements will serve as the basis for determining the performance and adequacy of the excavation support system. The initial baseline measurements and periodic movement data will be provided to all parties involved in construction. The initial baseline measurements shall be obtained before significant portions of the below grade excavation work occur, and preferably before any excavation work begins. The contractor may make his own independent measurements; however, the owner's engineering consultant's measurements will serve as the basis for performance evaluation.
2. If the movements of the excavation support system exceed the contractor's estimate, additional support for the excavation support system shall be provided by the contractor on an urgent basis, at no additional cost to the owner. If the excavation support system is creeping (inward or downward), and the owner's engineers projected estimate of total movement (within the performance time period of the excavation support system) exceeds the total movement estimates provided by the contractor, then additional support shall be added to the braced excavation system to halt the creeping, also on an urgent basis, at no additional cost to the owner.

Part 4 – Monitoring by Owner's Engineering Consultant

1. Prior to or very near the commencement of below grade excavation work, baseline data of the position of the SOE system will be obtained. Baseline measurements and subsequent movement evaluation will be performed with either total station, laser technology or optical surveying equipment. Total station technology is capable of making precise measurements of movement (± 3.175 mm [± 0.125 inches]). Reflector "targets" will be attached to the SOE system by the Owner's Engineering Consultant, with the full cooperation and assistance of the SOE contractor. The Owner's Engineering Consultant, with the assistance of the SOE contractor, shall replace any previously established targets if they are damaged during construction.
2. Monitoring Frequency. The SOE monitoring frequency is as follows:
 - Once to three times weekly during excavation of lowest below grade levels
 - Once to three times weekly during construction of all below grade levels
 - Monitoring frequency will remain at three times per week until the structural engineer (SE) indicates that all below grade level walls and floors are constructed and capable of resisting the below grade soil and water pressures.
 - Monitoring ceases after below grade construction ends and SER indicates that all below grade level walls and floors are constructed and capable of resisting the below grade soil and water pressures.
3. Reporting.
 - The results of the monitoring readings will be transmitted verbally to either the general contractor's representative or the SOE contractor's representative during the field work. Any significant movements since the prior readings will be identified.
 - Written reports containing the monitoring data and corresponding graphical presentation of said data will be provided by the Engineer to all interested parties, electronically and in hardcopy form, on a weekly or twice monthly basis.

Adjacent Structure Monitoring

Based upon the current design and excavation depths proposed for this project, we recommend a movement monitoring plan be implemented during construction to monitor the performance of the support of excavation (SOE) system and the existing structures located in proximity to the proposed excavation. As such, we recommend that movement monitoring be performed on any structures located in close proximity to the proposed excavation (i.e., on the order of a 3H:1V zone from the bottom of the excavation). A preconstruction condition survey is also recommended to document existing conditions prior to construction.

Our experience in this area has indicated that settlements induced from lateral deformation of the temporary earth retention system can cause significant settlement of adjacent and existing structures. While it is unlikely that significant settlement of adjacent structures and streets will occur if proper design/workmanship (and performance monitoring) is employed during construction, it is prudent to perform such monitoring to defend against unfounded claims of structural damage by adjacent property owners. By having data available, such claims can potentially be resolved more quickly. ECS is capable of providing monitoring of the support of excavation system and adjacent structures for lateral and vertical movements during construction.

WMATA

As we understand, the closest railroad/WMATA facility exists to the southeast of the project. We expect these facilities are out of the zone of influence for the project, however, this should be confirmed once project designs are further along. Therefore, any required coordination with WMATA can be identified or ruled out early in the planning phase.

Underpinning

Although not in the scope of this report, several structures at the project are within the zone of influence of this project. As such, we expect these structures will require underpinning or special protection during excavation. We recommend that structures founded within the zone of influence be reviewed by the structural engineer to determine if underpinning is required.

Construction Dewatering

Based upon our subsurface exploration, it appears groundwater exists on this site as high as EL. +52.5 feet (± 57.5 feet to account for season variations). Considering the foundation subgrade levels and accounting for potential undercutting, we recommend the construction dewatering scheme be capable of dewatering to EL. +45 feet EL. +50 feet. To accomplish this level of dewatering, we expect that the contractor will use a combination of trenching and sump pumping. Deep wells may not be necessary; however, could be utilized. The wells may be spaced between 40 and 80 feet on-center along the excavation perimeter, as determined by the contractor's dewatering plan design. Several interior wells may also be needed. A network of dewatering trenches at the base of the excavation interior will likely be the most cost effective to dewater the site. Utilizing the currently proposed development scheme with a FFE of approximately EL. +60 feet and considering potential isolated undercut amounts, we anticipate the stabilized volume of water to be pumped out to effectively dewater the site during

construction to be less than 100 gpm. Please note that the actual dewatering flow rates should be measured during construction as these rates could be higher or lower depending on the actual elevation of perched and permanent groundwater, and the permanent sump pump capacities may need to be altered prior to the pump installations. Since construction dewatering is such a critical aspect of the planned development, we suggest that ECS review the dewatering plans before they are implemented.

Closing

This report has been prepared in order to aid in the evaluation of this project. The analysis and recommendations submitted in this report are based upon the data obtained from the subsurface exploration detailed herein. This report does not reflect any variations that may occur between the test locations. In the performance of the subsurface exploration, specific information is obtained at specific locations at specific times. However, it is a well-known fact that variations in soil and rock conditions exist on most sites between test locations and also such situations as groundwater levels vary from time to time. The nature and extent of variations may not become evident until the course of construction. If variations then appear evident, it will become necessary for a reevaluation of the recommendations for this report after performing onsite observations during the construction period and noting the characteristics and variations.

This report was prepared for the sole use of Capitol Petroleum Group, LLC and its consultants; the only intended beneficiaries of our work. The scope is limited to this specific project and locations described herein and our description of the project represents our understanding of the significant aspects relative to it. In the event of any change in the nature or location of the proposed construction outlined in this report or the accompanying plans and specifications, we should be informed so that the changes can be reviewed and the conclusions of this report modified or approved in writing by the design engineer. No other party should rely on the information contained herein without prior written consent of ECS Mid-Atlantic, LLC.

In addition to geotechnical engineering services, ECS Mid-Atlantic, LLC has the in-house capability to perform multiple additional services as this project moves forward. These services include the following:

- Construction Material Testing/Special Inspections
- 3D/Vibration Monitoring of Existing Structures
- Third Party Plan Review
- Building Envelope/Waterproofing Inspections
- Underslab Drainage Design

We would be pleased to provide these services for you. If you have any questions with regard to this information or need any further assistance during the design and construction of the project please feel free to contact us.

EXHIBIT G

PHASE II ENVIRONMENTAL SITE ASSESSMENT REPORT

Phase II Environmental Site Assessment

Former Exxon Facility #28038

5 Q Street NE
Washington, DC

EBI Project No. 1215000111

July 14, 2015



Prepared for:

Capitol Petroleum Group
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Prepared by:



July 14, 2015

Mr. Monty Berhane
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Springfield, VA 22151

**Subject: Phase II Environmental Site Assessment
Former Exxon Facility #28038
5 Q Street NE, Washington, DC
EBI Project No. 1215000111**

Dear Mr. Berhane:

In accordance with the Proposal and Standard Conditions for Engagement approved by yourself on DATE, EBI Consulting (dba EBI Consulting, hereinafter "EBI") is pleased to submit this Phase II Environmental Site Assessment (ESA) for the above-referenced property (herein referred to as the Subject Property).

This Report is addressed to *Capitol Petroleum Group* and such other persons as may be designated by *Capitol Petroleum Group* and respective successors and assigns. This Report is for the use and benefit of, and may be relied upon by, *Capitol Petroleum Group* or any affiliates; initial and subsequent holders from time to time of any debt and/or debt securities secured, directly or indirectly, any participation interest in such debt; any indenture trustee, servicer, or other agent acting on behalf of such holders of such debt and/or debt securities; rating agencies; and the institutional provider(s) from time to time of any liquidity facility or credit support for such financings, and their respective successors and assigns.

The information contained in this report has received appropriate technical review and approval. The conclusions represent professional judgments and are founded upon the findings of the investigations identified in the report and the interpretation of such data based on our experience and expertise according to the existing standard of care. No other warranty or limitation exists, either express or implied.

The conclusions of this Report are based on soil, soil vapor, and groundwater analytical data prepared by Accutest, soil screening results obtained utilizing a field screening instrument, and field observations recorded by EBI personnel.

There are no intended or unintended third party beneficiaries to this Report, except as expressly stated herein.

EBI is an independent contractor, not an employee of either the issuer or the borrower, and its compensation was not based on the findings or recommendations made in the Report or on the closing of any business transaction.

Thank you for the opportunity to prepare this Report, and assist you with this project. Please call us if you have any questions or if we may be of further assistance.

Respectfully submitted,
EBI CONSULTING



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The Environmental Professionals listed above performed this Phase II ESA in general conformance with the ASTM E1903-11 Standard Practice for Phase II ESAs. The listed individuals meet the qualifications for individuals completing or overseeing all appropriate inquiries, and possess sufficient specific education, training, and experience necessary to exercise professional judgment to develop opinions and conclusions regarding the existence of environmental conditions on the property. Any work completed on this Phase II ESA by an individual who is not considered an environmental professional was completed under the supervision or responsible charge of the environmental professional.

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1.0 INTRODUCTION

In accordance with our Proposal and Standard Conditions for Engagement, EBI Consulting (EBI) is pleased to submit our *Phase II Environmental Site Assessment (ESA) Report (Report)* on the property located at 5 Q Street NE in Washington, DC (the Subject Property). Eric Routh of EBI Consulting conducted the Phase II ESA at the Subject Property on May 26th and 27th, 2015.

1.1 BACKGROUND

EBI was requested to conduct a Phase II ESA to evaluate the potential impact to the Subject Property from its former use as a gasoline station.

According to the “Request for No Further Action and Case Closure Determination” report (December 2, 2010) prepared by Kleinfelder, the Subject Property formerly consisted of a gasoline station with a Leaking Underground Storage Tank (LUST) case with the District Department of the Environment (DDOE). In March 2001, two 8,000-gallon gasoline underground storage tanks (USTs), one 12,000-gallon gasoline UST, one 1,000-gallon heating oil UST, associated dispensers, product piping, and the station building were removed. Land use in the vicinity of the site is mixed residential and commercial. Properties adjacent to the north of the site are residential row homes with basements.

The following remediation activities have been completed at the site:

- In October 1998, a passive skimmer was installed to remediate liquid phase hydrocarbon (LPH).
- In March 2001, the USTs were excavated and removed from the site. Approximately, 2,200 tons of soil were over-excavated and transported off-site for disposal.
- From November 2001 to March 2002, mobile remediation events (MREs) utilizing vac-trucks were conducted. Approximately 520 gallons of fluid was recovered during the vac-events. Recovered fluid was transported by Industrial Marine Services (IMS) to International Petroleum Corporation (IPC) of Baltimore, Maryland for disposal.
- In May 2003, High Vacuum Extraction and Treatment (HEAT) was conducted for five days. Approximately 6,450 gallons of impacted ground water were recovered over the course of the events.
- From November 2003 to June 2004, a passive skimmer was installed and LPH was bailed from monitoring wells.
- From June 2001 to February 2006, mobile MREs and/or surfactant enhanced MREs were conducted on monitoring wells. Approximately 1,174 gallons of fluids were recovered from the wells and transported off-site for disposal as non-hazardous waste.
- In September 2008, as a part of *in-situ* chemical oxidation (ISCO) pilot test 5,025 gallons of activated sodium persulfate were injected through ten injection points at the Subject Property at an injection interval of 10 to 25 feet below grade.
- In November 2009, 10,942 gallons of activated sodium persulfate were injected through 37 injection points at an interval of 15 to 25 feet below grade in the area of identified adsorbed and dissolved phase hydrocarbon impact.

Post-remedial soil and groundwater investigations were conducted at the site to evaluate the results of full scale injection activities in accordance to the *In-situ* Sodium Persulfate Injection Report dated February 22, 2010. Groundwater was encountered at approximately 17 to 21.5 feet below grade.

The on-site groundwater resource protection exposure pathway was evaluated using data from selected groundwater monitoring wells. There are no public or private potable wells on site or within 1,500 feet of the site. The nearest surface water body is McMillan Reservoir located approximately 4,000 feet northwest of the site.

The soil analytical data indicate that soil representative concentrations for chemical of concerns (COCs) were either below the laboratory reporting limits or were significantly below the Tier I Risk Based Screening Levels (RBSLs) for the applicable exposure pathways.

There were eight monitoring wells on-site, four monitoring wells adjacent to the site in the DC public space right-of-way, and four monitoring wells off-site. The monitoring wells have been sampled periodically since February 1994 for a combination of BTEX, MTBE, and TPH-GRO. Groundwater representative concentrations for COCs were below the Tier I RBSLs for applicable exposure pathways with the exception of MTBE in groundwater resource protection exposure pathway. The groundwater representative concentration for MTBE [0.292 milligrams per liter (mg/L)] exceeds the Tier I RBSLs for the groundwater resource protection exposure pathway. However, groundwater representative concentration for MTBE was below the SSTL of 1.32 mg/L (Refer to Form No. 28). In addition, the groundwater analytical data for the last two years of the off-site monitoring wells show decreasing trends or non-detect dissolved phase concentrations.

Kleinfelder concluded that based on their findings, the potential risk to the identified environmental receptors is below the DCRBCA guidelines. Therefore, Kleinfelder, on behalf of ExxonMobil, requested the DDOE consider this site for a “No Further Action Required” determination.

It was reported to EBI that the DDOE had accepted the request for closure and issued a “No Further Action Required” determination for the LUST case.

1.2 STATEMENT OF OBJECTIVES

The primary purpose of this investigation was to assess the current subsurface conditions as part of the proposed redevelopment activities. EBI understands that Capitol Petroleum Group intends to redevelop the property for commercial/retail and multi-family residential use. The redevelopment will consist of a 100 unit multi-family mixed-use project with below grade structured parking, with below grade parking garage (to a depth of 20 feet). This proposal is based on the development of the approved PUD submission dated September 9, 2013. The building is to be 5 stories of deck supported slab and LG bearing wall system or post tensioned flat plates over a 2-story concrete podium (partial cellar) and 1 level of underground parking.

EBI has tailored the scope of work for this Phase II ESA to obtain sufficient information to adequately plan for the necessary mitigation/remediation measures to permit redevelopment of the site to residential use given the history of the Subject Property.

I.3 LIMITATIONS AND ASSUMPTIONS

This Report was prepared for the use of Capitol Petroleum Group. It was performed in accordance with ASTM E1903-11 accepted practices of other consultants undertaking similar studies at the same time and in the same locale under like circumstances. The conclusions provided by EBI are based solely on the information obtained during the subsurface investigation. EBI renders no opinion as to the presence of potential contamination in the areas not investigated. The observations in this Report are valid on the date of the investigation. Any additional information that becomes available concerning the Subject Property should be provided to EBI so that our conclusions may be revised and modified, if necessary. This Report has been prepared in accordance with the proposal approved by Capitol Petroleum Group and with the limitations and assumptions described below, all of which are integral parts of this Report. No other warranty, expressed or implied, is made.

Limitations

1. The observations described in this Report were made under the conditions stated herein. The conclusions presented are based solely upon the services described, and not on scientific tasks or procedures beyond the scope of described services or the time and budgetary constraints imposed by Client. The work described in this Report was carried out in accordance with terms and conditions in our Authorization Letter and Agreement for Environmental Services regarding the Subject Property, which are incorporated herein by references.
2. In preparing this Report, EBI has relied on certain information provided by state and other referenced parties, and on information contained in the files of federal, state and/or local agencies available to EBI at the time of the assessment. Although there may have been some degree of overlap in the information provided by these various sources, EBI did not attempt to independently verify the accuracy or completeness of all information reviewed or received during the course of these Environmental Services.
3. Observations were made of the Subject Property and of structures on the Subject Property as indicated within the Report. Where access to portions of the Subject Property or to structures on the Subject Property was unavailable or limited, EBI renders no opinion as to the presence of oil or hazardous materials (OHM) in that portion of the Subject Property or structure. In addition, EBI renders no opinion as to the presence of OHM or the presence of indirect evidence relating to OHM where direct observation of the interior walls, floor, or ceiling of a structure on a Subject Property was obstructed by objects or coverings on or over these surfaces. No representations concerning insulating material is expressed or implied.
4. EBI did not perform testing or analyses to determine the presence or concentration of asbestos, radon, or lead at the Subject Property unless specifically stated otherwise in the Report. Similarly, no investigation of dust or air quality was conducted unless specifically stated otherwise in the Report.
5. The purpose of this Report is to assess the physical characteristics of the Subject Property with respect to the presence of OHM in the environment. No specific attempt was made to determine the compliance of present or past owners or operators of the Subject Property with federal, state, or local laws or regulations (environmental or otherwise).
6. Where such analyses have been conducted by an outside laboratory, EBI has relied upon the data provided, and has not conducted an independent evaluation of the reliability of this data.
7. Any qualitative or quantitative information regarding the Subject Property, which was not available to EBI at the time of this assessment may result in a modification of the representations made herein.
8. It is acknowledged that EBI judgments shall not be based on scientific or technical test or procedures beyond the scope of the Services or beyond the time and budgetary constraints imposed by Client. It is acknowledged further that EBI conclusions shall not rest on pure science but on such considerations as economic feasibility and available alternatives. Client also acknowledges that, because geologic and soil formations are inherently random, variable, and indeterminate in nature, the Services and opinions provided under this Agreement with respect to such Services, are not guaranteed to be a representation of actual conditions on the Subject Property, which are also subject to change with time as a result of natural or man-made processes, including water permeation. In performing the Services, EBI shall use that degree of care and skill ordinarily exercised by environmental consultants or engineers performing similar services in the same or similar locality. The standard of care shall be determined solely at the time the Services are rendered and not according to standards utilized at a later date. The Services shall be rendered

without any other warranty, expressed or implied, including, without limitation, the warranty of merchant ability and the warranty of fitness for a particular purpose.

9. Client and EBI agree that to the fullest extent permitted by law, EBI shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by EBI's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause of causes whatsoever.

Assumptions

1. This Phase II ESA does not address the evaluation of business environmental risks in light of data collected through the Phase II ESA process. Such evaluation is a function of site and transaction-specific variables, and of the user's objectives and risk tolerance. This practice contemplates that the Phase II ESA process was planned and conducted with such variables in mind, and that the user will evaluate legal, business and environmental risks in light of known data relating to the particular site and transaction, and in consultation with legal and business advisors as well as the Phase II Assessor.
2. The ASTM E1903-11 does not define the threshold levels at which target analytes pose a concern of significance to the user. Users may apply this practice not only in light of applicable regulatory criteria and relevant liability principles, but also to meet self-defined objectives.
3. The scope of work for this Phase II ESA is site-specific and context-specific. The assessment process defined by ASTM E1903-11 is intended to generate sound, objective, and defensible information sufficient to satisfy diverse user objectives.
4. No Phase II ESA can eliminate all uncertainty. Furthermore, any sample, either surface or subsurface, taken for chemical testing may or may not be representative of a larger population. Professional judgment and interpretation are inherent in the process, and even when exercised in accordance with objective scientific principles, uncertainty is inevitable. Additional assessment beyond that which was reasonably undertaken may reduce the uncertainty.
5. Even when Phase II ESA work is executed competently and in accordance with ASTM E1903-11, it must be recognized that certain conditions present especially difficult target analyte detection problems. Such conditions may include, but are not limited to, complex geological settings, unusual or generally poorly understood behavior and fate characteristics of certain substances, complex, discontinuous, random, or spotty distributions of existing target analytes, physical impediments to investigation imposed by the location of utilities and other man-made objects, and the inherent limitations of assessment technologies.
6. The Phase II ESA is intended to develop and present sound, scientifically valid data concerning actual site conditions. It shall not be the role of the Phase II Assessor to provide legal or business advice.

I.4 SPECIAL TERMS AND CONDITIONS

This Phase II ESA (the report) has been prepared to assist Capitol Petroleum Group in its underwriting of a proposed mortgage loan on the Subject Property. This report can be relied upon by only the parties stated in the transmittal letter at the front of this report. EBI's liability to a purchaser wishing to use this report is limited to the cost of the report. Amendments to EBI's limitations as stated herein that may occur after issuance of the report are considered to be included in this report. Payment for the report is made by, and EBI's contract and report extends to Capitol Petroleum Group only, in accordance with our Standard Conditions for Engagement and, Authorization Letter and Agreement for Environmental Services.

2.0 SUBJECT PROPERTY BACKGROUND

2.1 SUBJECT PROPERTY DESCRIPTION AND FEATURES

Information regarding the Subject Property description, improvements, and operations is summarized below:

PROPERTY DESCRIPTION, IMPROVEMENTS, AND OPERATIONS	
Address	5 Q Street NE in Washington, DC
Location	Northwest quadrant of the intersection of Q Street and North Capitol Street
Property Owner	Five Q, LLC
Number of Parcels	1
Total Land Area	18,984 square feet
Number/Type of Buildings	Vacant land
Number of Stories	NA
Date of Construction	NA
Area (SF)	NA
Basement	NA
Operations	Vacant land
Site Characteristics	Vacant land

2.2 PHYSICAL SETTING

Information regarding the physical settings at the Subject Property and immediate vicinity are is summarized below:

PHYSICAL SETTING DESCRIPTIONS	
Regional Geology	The Subject Property is further located along the Fall Line, which is the border between the Piedmont and Coastal Plains physiographic provinces. This region is characterized by a zone of rapids or waterfalls that marks the position where streams flow from the consolidated and erosion-resistant metamorphic rocks of the Piedmont physiographic province onto the soft semi-consolidated to unconsolidated sedimentary deposits of the Coastal Plains physiographic province. The increase in stream gradient at the Fall Line provided favorable locations for mills and other installations that harnessed waterpower during the early years of the Industrial Revolution, and on most major rivers, the Fall Line coincides with the head of navigation.
Depth to Bedrock	No bedrock outcroppings were observed at the Subject Property.
Surficial Features	Surface drainage on the Subject Property occurs over land to the surrounding streets primarily to the south. No indication of cross-lot runoff, swales, drainage flows, or active rills or gullies were observed on the Subject Property.
Surficial Soils	According to information available from the Natural Resources Conservation Service website (Web Soil Survey), the soils at the site are Urban land-Beltsville complex (Ucb). These soils are moderately well drained and the parent material is silt and sand loam. Urban land consists of paved thoroughfares, buildings, and other surface developments that preclude further evaluation of the underlying soil components.
Soil Stratigraphy Encountered during the Investigation	Soils at the Subject Property consisted of one to two feet of brown gravelly fine to coarse sand underlain by brown to gray silty fine to medium sand with lesser amounts of clay.

PHYSICAL SETTING DESCRIPTIONS	
Estimated Direction of Groundwater Flow	Local groundwater gradient is expected to follow surface topography; therefore, groundwater flow near the Subject Property is expected to flow to the south. Groundwater depths and flow gradients are best evaluated by a subsurface investigation involving the installation of at least three groundwater-monitoring wells, survey of well elevations, and precise measurements of hydraulic head. Calculation of groundwater flow directions based on relative differences of hydraulic head on the Subject Property was not included in this scope of work.
Depth to Groundwater (encountered during the investigation)	Shallow groundwater was encountered in the borings advanced at the Subject Property at depths of 23 to 26 feet bgs.

2.3 SITE HISTORY AND LAND USE

The Subject Property formerly consisted of a gasoline station. In March 2001, two 8,000-gallon gasoline underground storage tanks (USTs), one 12,000-gallon gasoline UST, one 1,000-gallon heating oil UST, associated dispensers, product piping, and the station building were removed. EBI was not provided with or made aware of previous environmental assessments or other documentation regarding the site history and land use of the Subject Property.

2.4 ADJACENT PROPERTY LAND USE

Property use in the vicinity of the Subject Property is primarily characterized by residential and retail/commercial development.

ADJOINING PROPERTIES	
North	The Subject Property is bound to the north by residential row houses, beyond which is located Quincy Place NW.
South	The Subject Property is bound to the south by Florida Ave NW, Q Street NW, and a city bus stop island, beyond which is located DCity Smokehouse (8 Florida Ave NW) and Walter Johnson's Liquor Store (1542 North Capitol Street NW) as well as residential row houses.
East	The Subject Property is bound to the west by North Capitol Street NW/NE, beyond which is located residential row houses.
West	The Subject Property is bound to the east by Fiddleheads Hair Salon (25 Florida Avenue NW), beyond which is located residential row houses and Valero Gasoline Station (22 Florida Ave LP)

2.5 SUMMARY OF PREVIOUS ENVIRONMENTAL ASSESSMENTS

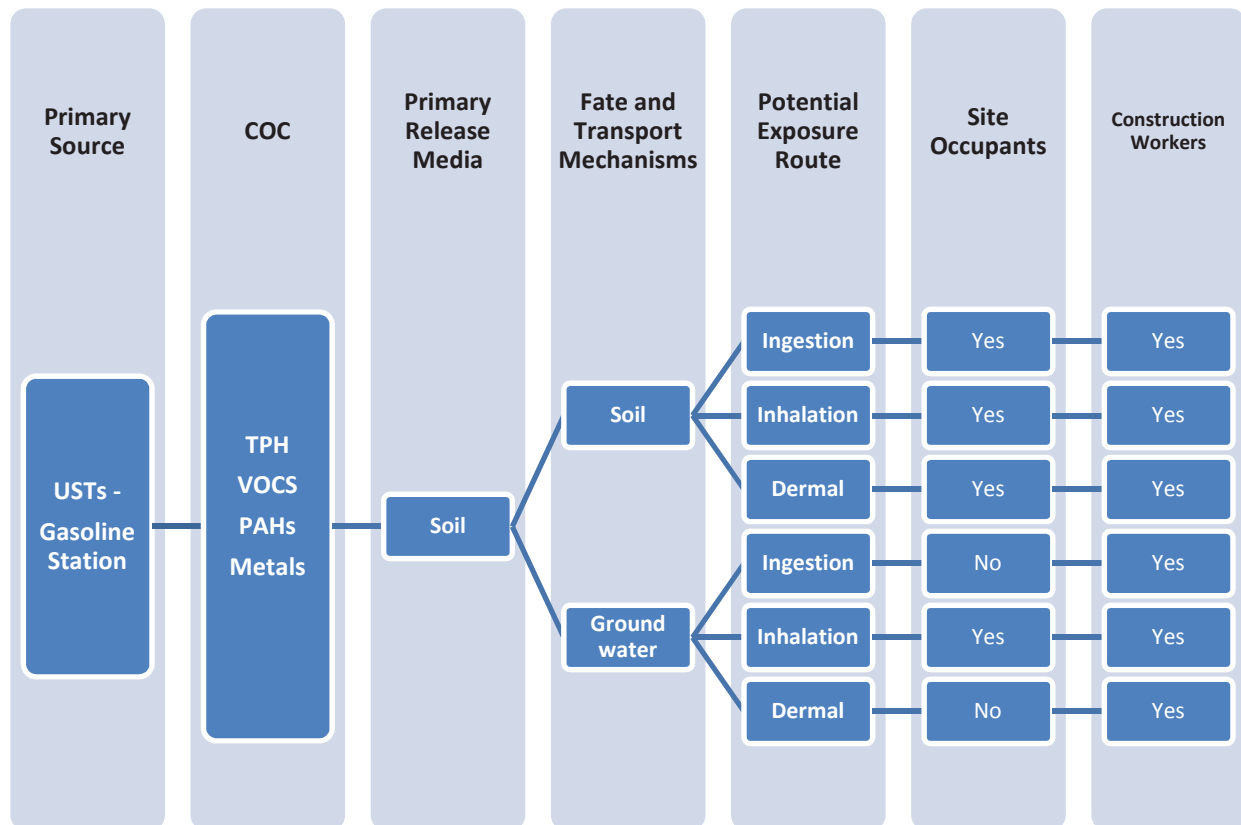
EBI was requested to conduct a Phase II ESA to evaluate the potential impact to the Subject Property from former gasoline station. EBI was not provided with or made aware of previous environmental assessments or other documentation regarding the Subject Property.

3.0 RATIONALE AND WORK PERFORMED

3.1 RATIONALE

3.1.1 Conceptual Model

The Conceptual Model is a representation of hypothesized current site conditions, which describes the physical setting characteristics of a site and the likely distribution of target analytes that might have resulted from a known or likely release. This Conceptual Model takes into consideration the potential distributions of contaminants with respect to the properties, behaviors and fate and transport characteristics of the contaminants of concern (COC) in a setting such as that being assessed. The sampling plan was designed to provide for the collection of potentially contaminated environmental media, if they occur, at locations and depths where the highest concentrations are likely to occur.



3.1.2 Rationale for Soil Boring Placement

The rationale for the placement of the soil borings was based on the 1) the *Likely Release Area(s)* that target analytes were first introduced into environmental media as a result of a release; and 2) the likely vertical and horizontal migration of the release.

3.1.3 Chemical Testing Plan

The chemical testing plan was designed to detect the target analytes that are present in, or have been released or potentially have been released to, environmental media at the site, and which are of interest in the context of the particular Phase II ESA and its objectives, the presence of which will be sought and concentrations of which will be quantified through chemical testing.

3.1.4 Deviations from the Work Plan

There were no deviations to the work plan.

3.2 EXPLORATION, SAMPLING, AND TEST SCREENING METHODS

3.2.1 Ground Penetrating Radar Survey

EBI contracted GPRS of Washington, DC to conduct a ground penetrating radar (GPR) survey of the accessible exterior areas of the Subject Property in an attempt to confirm the presence or absence of potential remaining USTs. The GPR survey was conducted at the Subject Property on May 26, 2015. GPR equipment was used in an attempt to locate potential USTs as well as to define the presence, size, and depth of any potential USTs and/or former UST locations. GPR is a geophysical technique, which uses electromagnetic waves for shallow subsurface reconnaissance and exploration. An electromagnetic impulse in the form of ultra high-frequency radio waves is emitted into the ground by the transmitting antenna, and the resulting reflection of transfer of waves from contamination plumes, boundary layers, or buried objects is detected by a receiving antenna. The presence of buried objects or significant changes in conductivity of the layers will cause the electromagnetic wave to be reflected. These images provide direct information concerning subsurface conditions. EBI notes that due to surface conditions and subsurface content, the GPR signal penetration was estimated at six to eight feet in the majority of the survey area. This penetration was reduced in areas of concrete cover. In addition, due to the dielectric properties of the subsurface, plastic polymer and fiberglass utilities may not have been detected. All field services were conducted in compliance with the industry standard of care guidelines found in ASCE 38-02 (Level B).

The results of the GPR survey did not identify anomalies indicative of USTs located beneath the surveyed areas of the Subject Property. A copy of the GPR report is presented in the Appendices.

3.2.2 Pre-Drilling Activities

Steve Saul requested Miss Utility to mark-out the location of Subject Property. Contracted with a private utility location company (GPRS of Washington, DC) to clear each boring location prior to undertaking subsurface explorations on-site.

Personal health and safety precautions were followed in accordance with applicable federal and state law or local equivalents and any requirements imposed by the owner, occupant, or field personnel. EBI prepared a site-specific health and safety plan (HASP) and conducted a health and safety meeting with the onsite personnel prior to the drilling activities. No additional pre-drilling activities were performed as part of this investigation.

3.2.3 Soil Borings

A total of eight borings were advanced at the Subject Property. All of the soil borings were advanced using a truck-mounted GeoProbe drill rig operated by Steve Saul, PG. Five-foot soil samples were collected continuously during the advancement of the borings. EBI recorded soil sampling information and the physical characteristics of each soil sample onto boring logs presented in the Appendices.

TABLE 3.2.3

SUMMARY OF SOIL BORING DETAILS

Soil Boring #	Sample ID	Analytical Analysis	Refusal (reason)	Depth To GW
B1	B1(1-2), B1(24-25), B1-GW, SV1	TPH, VOCs, PAHs, Lead	Equipment	25 ft
B2	B2(1-2), B2(24-25), B2-GW, SV2	TPH, VOCs, PAHs, Lead	NA	25 ft
B3	B3(18-20), B3(22-23), B3-GW, SV3	TPH, VOCs, PAHs, Lead	NA	23 ft
B4	B4(9-10), B4(24-25), B4-GW, SV4	TPH, VOCs, PAHs, Lead	Equipment	25 ft
B5	B5(3-4), B5(14-15)	TPH, VOCs, PAHs, Lead	Equipment	Not encountered
B6	B1(1-2), B1(25-26), SV6	TPH, VOCs, PAHs, Lead	Equipment	26 ft
B7	B1(3-4), B1(25-26), B7-GW, SV7	TPH, VOCs, PAHs, Lead	Equipment	26 ft
B8	B1(19-20), B1(23-24), B8-GW, SV8	TPH, VOCs, PAHs, Lead	NA	24 ft
Notes: TPH - Total petroleum hydrocarbons (TPH) via EPA Method 8015B VOCs - Volatile organic compounds (VOCs) via EPA Method 8260 PAH - Polynuclear aromatic hydrocarbons (PAHs) via EPA Method 8270. B# - Soil Sample (#) - Depth below grade sample collected. GW - Groundwater Grab Sample SV - Soil Vapor Sample				

Boring locations are illustrated on Figure 3, Boring Location Map.

3.2.4 Field Screening

The vapor headspace of each soil sample was field-screened using a photoionization detector (PID). The PID provides a reading of total ionizable VOCs. The PID was calibrated with an isobutylene standard, to measure total VOCs as isobutylene equivalents. The PID has a practical sensitivity of approximately one part per million by volume (ppmV). PID readings should not be considered as exact measurements, but as relative readings of VOCs between locations. The soil samples were placed in a ziplock bag approximately three-quarters full with the soil to be analyzed, which was sealed for approximately 10 minutes in a warm (>60° F) location for equilibration. The headspace analysis was conducted by inserting the probe of the PID through an opening in the zip-lock bag and into the space above the soil sample.

Strong petroleum odors along with staining were observed in borings B3 and B8. PID readings ranged from 0 to 793 parts per million (ppm). The PID results are noted in the Boring Logs provided in the Appendices.

3.2.5 Soil Sampling and Analysis

Selected soil samples were collected in laboratory-provided sample containers. Each sample was labeled/logged onto a chain-of-custody form, and placed in a cooler with ice for preservation in accordance with current Federal EPA SW-846 (3rd ed.). The samples were submitted to an independent qualified laboratory, Accutest, for analyses. The samples were analyzed for the target analytes noted in Table 3.2.3.

In order to ensure that no cross-contamination between samples occurred, all non-dedicated sampling equipment was decontaminated after the collection of each sample. Sampling equipment was scrubbed with a brush to remove loose material and then washed thoroughly with a laboratory grade detergent and water to remove all particulate matter and surface film. After washing, each piece and brush was rinsed with clean distilled water. Dedicated sampling equipment such as acetate liners and latex gloves were properly disposed of after the handling of each sample was complete. Samples were then collected using clean disposable gloves and laboratory-provided glassware appropriate for the specified analysis.

3.2.6 Groundwater Sampling and Analysis

Groundwater samples were collected from temporary wells inserted into the completed soil boring using a peristaltic pump. In order to ensure that no cross-contamination between samples occurred, new sampling tubing was used at each boring location. Latex gloves were properly disposed of after the handling of each sample was complete.

The groundwater samples were collected in clean laboratory-provided containers. Samples collected for VOC analysis were preserved with hydrochloric acid to a pH less than 2. Samples collected for soluble metals analysis were filtered by the laboratory within 24 hours of sample collection using a 0.45 micron filter and then preserved with nitric acid. Each sample was labeled/logged onto a chain-of-custody form, and placed in a cooler with ice for preservation in accordance with current Federal EPA SW-846 (3rd ed.). After collection, the samples were submitted to an independent qualified laboratory, Accutest, for analyses. The samples were analyzed for the target analytes noted in Table 3.2.3.

3.2.7 Soil Vapor Sampling and Analysis

Prior to the advancement of the interior borings, a temporary soil vapor well was constructed in the locations of the soil borings to a depth of 5 feet below the surface of the floor slab. A concrete drill with a 3/4-inch diameter and three-foot long drill bit was used to advance the sampling point below the concrete floor slab. Nylaflow tubing was inserted into the well to a depth of approximately one foot below the concrete floor slab, and the lower one foot of the boring was filled with sand pack. A foot layer of bentonite was placed atop the sand pack and hydrated.

Prior to sample collection, the soil vapor sampling points were purged of a minimum of three volumes to remove existing ambient air from sampling tube and to ensure that a representative sample was collected from the sub slab vapor.

Each soil vapor sample was collected in a 1.4-liter summa canister provided by the laboratory. The samples were labeled/logged onto a chain-of-custody form and submitted to an independent qualified laboratory (Accutest Laboratories) for analyses of VOCs by EPA Method TO-15. The sampling start time, sampling end time, initial pressure, and final pressure readings for the Summa canisters were recorded on forms provided by the laboratory.

3.2.8 Abandonment of Borings

Upon completion of the soil sampling activities, each soil boring was filled with the soil cuttings generated during the sampling activities. The remaining void in each borehole was filled with bentonite chips. The top two to four inches were backfilled with asphalt and compacted.

4.0 PRESENTATION OF EVALUATION AND RESULTS

4.1 SOIL ANALYSIS RESULTS

The samples were analyzed for the target analytes noted in Table 3.2.3. Table 4.1 summarizes only the contaminants identified above the laboratory method detection limits and is presented in the Appendices.

The analytical results revealed concentrations of VOCs, PAHs, TPH-GRO, TPH-DRO, and lead were detected above laboratory detection limits in the soil samples collected. Concentrations of benzene, ethyl benzene, methyl tert butyl ether (MTBE), xylenes, naphthalene and TPH-GRO were all detected at levels above the most stringent District Department of the Environmental (DDOE) Risk-Based Screening Levels (RBSL) in the soil samples collected.

Laboratory soil analytical results and complete laboratory data sheets and chain-of-custody documentation are presented in the Appendices.

4.2 SOIL VAPOR ANALYSIS RESULTS

The soil vapor samples were analyzed for a list of VOCs via EPA Method TO-15. Table 4.2 summarizes only the contaminants identified above the laboratory method detection limits and is presented in the Appendices.

The analytical results revealed that concentrations of VOCs were detected above laboratory detection limits in the soil vapor samples collected. Concentrations of benzene, ethylbenzene and toluene were detected above the most stringent DDOE Soil Vapor – Indoor Air Inhalation Screening Standards. Additionally the samples were compared to the Environmental Protection Agency's (EPA) Vapor Intrusion Screening Levels (June 2015). Concentrations of 1,3-butdiene and chloroform were detected above the most stringent EPA Residential Vapor Intrusion Screening Level. Benzene, ethylbenzene and toluene were at concentrations below the EPA Residential Vapor Intrusion Screening Levels.

Laboratory soil vapor analytical results and complete laboratory data sheets and chain-of-custody documentation are presented in the Appendices.

4.3 GROUNDWATER ANALYSIS RESULTS

The samples were analyzed for the target analytes noted in Table 3.2.3. Table 4.3 summarizes only the contaminants identified above the laboratory method detection limits and is presented in the Appendices.

The analytical results revealed that concentrations of VOCs, PAHs, TPH-GRO, TPH-DRO and lead were detected above laboratory detection limits in the groundwater samples collected. Ethylbenzene, MTBE, toluene, xylenes, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, chrysene, naphthalene, TPH-GRO and TPH-DRO were detected at concentrations above the most stringent DDOE RBSL.

Laboratory groundwater analytical results and complete laboratory data sheets and chain-of-custody documentation are presented in the Appendices.

5.0 FINDINGS & CONCLUSIONS

We have performed a Phase II ESA at the property at 5 Q Street NE, Washington, DC in general conformance with the scope and limitations of ASTM E1903-11 and for the following objectives: to evaluate the potential impact to the Subject Property as part of the Due Diligence regarding the proposed site redevelopment activities by Capitol Petroleum Group for the purpose of providing sufficient information regarding the nature and extent of contamination to assist in making informed business decisions about the property; and where applicable, providing the level of knowledge necessary to satisfy the innocent purchaser defense under CERCLA.

EBI understands that Capitol Petroleum Group intends to redevelop the property for commercial/retail and multi-family residential use. The redevelopment will consist of a 100 unit multi-family mixed-use project with below grade structured parking. This proposal is based on the development of the approved PUD submission dated September 9, 2013. The building is to be 5 stories of deck supported slab and LG bearing wall system or post tensioned flat plates over a 2 story concrete podium (partial cellar) and 1 level of underground parking.

EBI has tailored the scope of work for this Phase II ESA to obtain sufficient information to adequately plan for the necessary mitigation/remediation measures to permit redevelopment of the site to residential use given the history of the Subject Property.

Validation of the Conceptual Model

It is EBI's opinion that the findings and results of this Phase II ESA investigation are consistent with and support the assumptions of the Conceptual Model presented in Section 3.1.1. Sufficient investigation has been demonstrated to support sound conclusions regarding the presence of the target analytes.

Findings

The findings of EBI's Phase II ESA revealed:

- EBI contracted GPRS of Washington, DC to conduct a GPR survey of the accessible exterior areas of the Subject Property in an attempt to confirm the presence or absence of potential remaining USTs. The results of the GPR survey did not identify anomalies indicative of USTs located beneath the surveyed areas of the Subject Property.
- On May 26th and 27th, 2015, EBI advanced a total of 8 borings in a grid-like pattern at the Subject Property. Two soil samples, one soil vapor sample and one groundwater sample were collected from each boring. The soil and groundwater samples were analyzed for TPH GRO and TPH - DRO via EPA Method 8015B, VOCs via EPA Method 8260, PAHs via EPA Method 8270, and lead via EPA Method 6010. The soil vapor samples were analyzed for VOCs only by EPA Method TO-15.
- Strong petroleum odors along with staining were observed in borings B3 and B8. PID readings ranged from 0 to 793 parts per million (ppm).
- Groundwater was encountered in all borings advanced at the Subject Property at a depths of 23 to 26 feet bgs.

- The analytical results revealed concentrations of VOCs, PAHs, TPH-GRO, TPH-DRO, and lead were detected above laboratory detection limits in the soil samples collected. Benzene, ethyl benzene, MTBE, xylenes, naphthalene and TPH-GRO were all detected at levels above the most stringent DDOE RBSL in the soil samples collected.
- The analytical results revealed that concentrations of VOCs were detected above laboratory detection limits in the soil vapor samples collected. Concentrations of benzene, ethylbenzene and toluene were detected above the most stringent DDOE Soil Vapor – Indoor Air Inhalation Screening Standards. Additionally the samples were compared to the EPA Vapor Intrusion Screening Levels (June 2015). Concentrations of 1,3-butdiene and chloroform were detected above the most stringent EPA Residential Vapor Intrusion Screening Level. Benzene, ethylbenzene and toluene were at concentrations below the EPA Residential Vapor Intrusion Screening Levels.
- The analytical results revealed that concentrations of VOCs, PAHs, TPH-GRO, TPH-DRO and lead were detected above laboratory detection limits in the groundwater samples collected. Ethylbenzene, MTBE, toluene, xylenes, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, chrysene, naphthalene, TPH-GRO and TPH-DRO were detected at concentrations above the most stringent DDOE RBSL.
- Based on the concentrations of petroleum contaminants detected in the soil, soil vapor and groundwater exist above the DDOE most stringent residential RBSLs.

Based on the above findings, EBI concludes the following:

- The current soil and groundwater results are similar/lower than the concentrations detected at the time of the 2010 investigation, upon which the DDOE granted closure.
- No free product or petroleum sheens were observed on any of the groundwater samples collected.
- EBI notes the site is located in an urban area and the groundwater in the vicinity of the Subject Property is not a source of potable water, which is supplied by the District of Columbia Water and Sewer Authority.
- Based on the analytical results of the soil vapor sampling, potential soil vapor intrusion concerns were identified and would be mitigated based on the following: 1) the impacted soil source removal during construction activities; 2) engineering controls including a vapor barrier and vapor venting system; 3) planned construction of a below grade garage and ground floor commercial units.

It is EBI's opinion that the following proposed remediation and mitigation activities are in accordance with standard industry practices, DDOE regulations, and Exxon requirements to appropriately protect human health at the Subject Property:

- I. Excavating the entire site to depths of at least 20 feet for the below grade garage any impacted soil be handled/disposed in accordance with the applicable regulatory regulations. The excavated soil will be properly disposed at licensed off-site disposal facilities.

2. Groundwater at the site will not be used for potable or irrigation water supply. Potable water will be supplied by the local municipality, the District of Columbia Water and Sewer Authority, which is reportedly obtained from the Potomac River. To ensure the onsite groundwater will not be used as a source of potable or irrigation water, an institutional control in the form of a deed restriction will be placed on the Subject Property prohibiting the use of the onsite groundwater. The deed restriction will be recorded in the land records The District of Columbia.
3. An appropriate vapor ventilation system will be installed in the below grade parking garage by an experienced licensed contractor. In addition, annual air quality testing will be conducted to ensure the system is adequately extracting the appropriate levels of vapors to meet applicable indoor air quality standards.
4. An impervious liner will be installed with the foundation of the proposed building structure to act as an effective vapor barrier.
5. In the event that any dewatering activities are required as part of the proposed redevelopment activities, a groundwater treatment system will be installed prior to discharging of the dewatered groundwater to the municipal sanitary or stormwater systems under the appropriate municipal permitting.
6. A site specific health and safety plan and soil and groundwater management plan will be in place during the planned redevelopment of the Subject Property.
7. A professionally licensed engineer and/or geologist will be retained to certify the remedial/mitigation activities have been completed.

EXHIBIT H

PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT



PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT

**FORMER EXXON FACILITY
1600 NORTH CAPITOL STREET NW
WASHINGTON, DC 20002**

ECS PROJECT NO. 01-24526-B

FOR

CAPITOL PETROLEUM GROUP, LLC

NOVEMBER 04, 2015



November 04, 2015

Mr. Marshall Yacoe
Capitol Petroleum Group, LLC
6820-B Commercial Drive
Springfield, Virginia 22151

ECS Project No. 01-24526-B

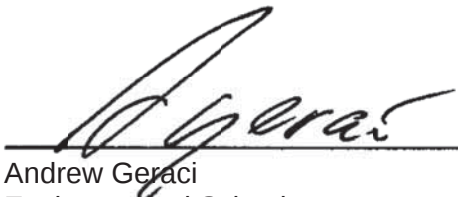
Reference: Phase I Environmental Site Assessment Report, Former Exxon Facility,
1600 North Capitol Street NW, Washington, DC 20002

Dear Mr. Yacoe:

ECS Mid-Atlantic, LLC (ECS) is pleased to provide Capitol Petroleum Group, LLC with the results of our Phase I Environmental Site Assessment (ESA) for the referenced site. ECS services were provided in general accordance with ECS Proposal No. 01:52613-EP authorized on October 20, 2015 and generally meet the requirements of ASTM E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and EPA Standards and Practices for All Appropriate Inquiry contained in 40 CFR Part 312.

If there are questions regarding this report, or a need for further information, please contact the undersigned at 703-471-8400.

ECS MID-ATLANTIC, LLC

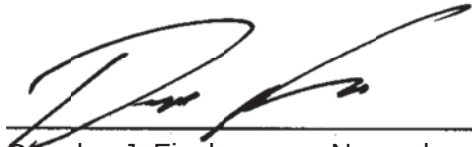


Andrew Geraci
Environmental Scientist

Douglas J. Finch
Environmental Sr. Project Manager

ENVIRONMENTAL PROFESSIONAL STATEMENT

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312. We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

A handwritten signature in black ink, appearing to read 'D. Finch', is written over a horizontal line.

Douglas J. Finch November 04, 2015
Environmental Sr. Project Manager

—

Phase I Environmental Site Assessment Report
Former Exxon Facility
1600 North Capitol Street NW
Washington, DC 20002

CLIENT

Capitol Petroleum Group, LLC
6820-B Commercial Drive
Springfield, Virginia 22151

SUBMITTED BY

ECS Mid-Atlantic, LLC
14026 Thunderbolt Place
Suite 100
Chantilly, Virginia 20151-3232

PROJECT

01-24526-B

DATE

November 04, 2015

**PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT
FORMER EXXON FACILITY
1600 NORTH CAPITOL STREET NW
WASHINGTON, DC 20002**

ECS PROJECT NO. 01-24526-B

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1.0 EXECUTIVE SUMMARY

ECS Mid-Atlantic, LLC (ECS) was contracted by Capitol Petroleum Group, LLC to perform an ASTM Standard E 1527-13, Phase I Environmental Site Assessment (ESA) of the Former Exxon Facility #28038 (i.e. site or subject site). This Executive Summary is an integral part of the Phase I Environmental Site Assessment report. ECS recommends that the report be read in its entirety.

The subject site is located at 1600 North Capitol Street (5 Q Street) in northwest Washington, District of Columbia. The site is identified as District of Columbia Square 3100, Lot 0048. According to the District of Columbia Office of Tax and Revenue, the site is currently owned by 5 Q, LLC. At the time of our site reconnaissance, the subject site consisted of an approximately 19,000-square foot parcel of land that is currently vacant and undeveloped. The subject site is improved with paved surfaces, curbs and a concrete pad associated with the former gas station building. The site is located in an area that can generally be described as residential and commercial.

ECS conducted a limited subsurface and geotechnical evaluation at the subject site for Capitol Petroleum Group, LLC on June 10, 2015 (ECS Project no. 24526-A). Three soil test borings were drilled to a depth of about 80 feet below the existing site grades. A soil sample of excess spoils was submitted to an independent laboratory and elevated concentrations of total petroleum hydrocarbons diesel-range and gasoline-range organics (TPH-DRO and TPH-GRO), ethylbenzene, total xylenes, arsenic, barium, chromium and lead were detected.

ECS was provided with environmental assessments and related letters prepared by EBI Consulting (EBI) and Advanced Environmental Alternatives, LLC (AEA), which are discussed further in section 7.2. These reports and letters concluded that two 8,000-gallon gasoline underground storage tanks (USTs), one 12,000-gallon gasoline UST, one 1,000-gallon heating oil UST, associated dispensers, product piping, and the on-site building were removed in March, 2001 and backfilled with gravel. Remediation activities took place at the subject site from 1998 through 2009 including but not limited to soil excavation, pump and treatment of groundwater, passive skimming of groundwater and in-situ chemical injections/oxidation. Through these efforts the Department of Energy and Environment (DOEE) approved a Voluntary Remediation Action Program for the subject site in 2010 and issued a No Further Action letter in 2011. These government issued letters are discussed further in section 5.4. The most recent Phase II ESA report from EBI on July 14, 2015 states that elevated concentrations of hydrocarbons were found in the soil and groundwater at levels above the most stringent DOEE Risk-Based Screening Levels (RBSLs). Additionally elevated concentrations of hydrocarbons were found in the soil vapor above the most stringent DOEE Soil Vapor-Indoor Air Inhalation Screening Standards and the Environmental Protection Agency (EPA) Residential Vapor Intrusion Screening Levels (June 2015).

The site is located in a residential and commercial area of the Truxton Circle neighborhood of northwest Washington, District of Columbia. The site is bound on the north by residential dwellings with basements, on the east by North Capitol Street, on the south by Q Street NW and on the west by commercial businesses. Located further to the north and upgradient are two historic dry cleaners that are listed as DC Brownfields. Located further to the west and southeast are two active gas stations.

Based on the records search, site reconnaissance and interviews, it appears that the site was developed with residential dwellings and a coal and wood yard from at least 1904 until 1928. From 1928 through 1940, the site was developed with residential dwellings and an open air theatre. From at least 1940 through 1998, the site was developed with a gas station. Based on available records it appears that the site has been vacant since 1998. Historical records prior to 1904 were not reasonably ascertainable for the site.

A regulatory database search report was provided by Environmental Data Resources, Inc. (EDR). The database search involves researching a series of Federal, State, Local, and other databases for facilities and properties that are located within specified minimum search distances from the site. The EDR report identified the subject site on the databases researched. The EDR report identified several off-site properties within the minimum ASTM search distances. Based on our review of available public records and/or interviews with regulatory agents, the former on-site Exxon facility and two historic upgradient dry cleaners represent Recognized Environmental Conditions (RECs) for the subject site:

- The subject site is listed with two closed LUST cases, #94-016 and #2001-023. Both cases were related to gasoline found in the subsurface soil and groundwater. Based on reports prepared by AEA and EBI, concentrations of petroleum contaminants detected in the soil, soil vapor and groundwater still exist above the DOE most stringent residential RBSLs.
- Master Cleaners (1648 North Capitol Street NW) and Public Cleaner (1629 North Capitol Street NE) are located north and topographically upgradient from the subject site. At least one of these properties was an active dry cleaner from at least 1926 through 2000. Upon review, these historic cleaners have a history of handling tetrachloroethylene (PCE) and spent halogenated solvents. Although not specifically discussed in prior assessments, elevated levels of PCE were detected in the groundwater and soil vapor samples. Additionally elevated concentrations of trichloroethylene (TCE) were detected in the on-site soil vapor samples. Dry cleaners are common sources of urban and suburban soil and groundwater contamination due to their on-site use of solvents such as PCE and TCE. Given the historic urban status of this area of the District, it is common to find PCE and TCE in groundwater even at significant distances from possible sources.

There were several additional facilities identified by the regulatory database search. Based on their distances, groundwater flow direction inferred from surface topography or regulatory status, these reported facilities do not represent a REC for the site.

ASTM Standard E 1527-13 defines a "data gap" as: "a lack of or inability to obtain information required by this practice despite good faith efforts by the environmental professional to gather such information". Significant data gaps were not identified.

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Standard E 1527-13 of the Former Exxon Facility #28038 located at 1600 North Capitol Street (5 Q Street), NW Washington, District of Columbia. Exceptions to, or deletions from, this practice are described in Section 2.3 of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property except for the following:

- Based on the historical information reviewed and the location of the primary UST field, which was removed in March of 2001, a second unknown UST field may be present on the subject site. The subject site was listed as a gas station as early as 1940 and residential structures were located in the area of the known UST field as late as 1964. Additionally, no USTs were found in the database report that would be consistent with a 1940's gas station. The EBI Phase II ESA included a ground penetrating radar survey in areas of concern throughout the subject site, presumably the known UST field and EBI's soil borings and found no evidence of remaining USTs. Based on this information there is a possibility that additional USTs and associated piping were closed in place on the subject site and will be encountered during excavation.
- The subject site is listed with two closed LUST cases, #94-016 and #2001-023. Based on reports prepared by AEA and EBI, concentrations of petroleum contaminants detected in the soil, soil vapor and groundwater exist above the DOE most stringent residential RBSLs. Any impacted soil should be handled/disposed in accordance with the applicable regulatory regulations. Based on the PUD submitted to ECS, an appropriate vapor barrier and ventilation system should be installed in the below grade parking garage by a licensed contractor. In the event that any dewatering activities are required as part of the proposed redevelopment, a groundwater treatment system should be installed prior to discharging of the dewatered groundwater to the municipal sanitary or stormwater systems under the appropriate municipal permitting. Lastly, a site specific health and safety plan and soil and groundwater management plan should be in place during the planned redevelopment of the subject site.
- Master Cleaners (1648 North Capitol Street NW) and Public Cleaner (1629 North Capitol Street NE) are located north and topographically upgradient from the subject site. At least one of these properties was an active dry cleaners from at least 1926 through 2000. The engineering controls discussed above in relation to the petroleum contamination (vapor barrier and groundwater treatment) should also be sufficient in handling the PCE and TCE groundwater and vapor contamination possibly related to these properties.

EXHIBIT I

ENVIRONMENTAL IMPACT SCREENING FORM (EISF)

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Consumer and Regulatory Affairs



ENVIRONMENTAL IMPACT SCREENING FORM (EISF)

The Environmental Impact Screening Form (EISF) is designed to help applicants and District government agencies to determine whether or not a major action, as defined in DC Law 8-36, (DC Environmental Policy Act of 1989), would likely result in significant adverse environmental impacts, during the project's construction or operational phase.

The EISF review process provides an orderly and comprehensive procedure that permits the introduction of information tailored to the specific project or actions proposed.

Please note: pursuant to the Environmental Policy Act Regulations (Chapter 72, Title 20 DCMR), no agency is permitted to issue a license, permit, certificate or authorization until the environmental impact review is completed.

The Department of Consumer and Consumer and Regulatory Affairs (DCRA) will transmit your EISF and supporting documents to other agencies for their review, including the Department of the Environment, the Department of Public Works, the Office of Planning and the DC Water and Sewer Authority.

To expedite review of your submission, provide as complete and comprehensive information as possible. In addition to the EISF, your submission must include:

1. 19 signed copies of the completed EISF and supporting documents.
2. 19 copies of a vicinity map of approximately a 1-mile radius, showing neighborhood names; institutional uses; shopping centers; fire, police, and metro stations; parks and public space.
3. 19 copies of a brief written summary of the project (1 page is sufficient).
4. 19 copies of a detailed site plan.
5. 2 copies of a Geotechnical report.
6. 2 copies of a Phase I and Phase II Environmental Assessment report.
7. 1 copy of a site plan (24" x 36") showing existing conditions, with a narrative that describes existing topographic and drainage conditions, including locations and names of any wetlands, streams and water courses on and/or adjacent to the property.
8. 1 copy of a separate plan (24" x 36") showing conceptual erosion and sediment control measures for the project, including proposed grading and total square footage of disturbed earth.
9. 1 copy of a separate plan (24" x 36") showing conceptual storm water management measures and their location(s), including drainage layout. No storm water management computations are required for this initial phase.

You may attach additional information that will help you to accurately describe your project and help reviewing agencies: a narrative description of the project, brochures describing the project or processing equipment, geotechnical reports, soil surveys, Phase I and Phase II environmental assessments, traffic surveys, air quality analyses, or other information.

Each applicant will be notified about DCRA's findings within 30 business days of receipt of an EISF, unless more information has been requested by a reviewing agency. DCRA's findings will indicate whether or not the proposed project is likely to have substantial negative impact on the community, and whether or not an Environmental Impact Statement is required.

RESOURCES FOR ENVIRONMENTAL IMPACT SCREENING FORM

Here is a list of resources to use to complete the Environmental Impact Screening Form (EISF). All phone numbers are within the (202) area code. Note that in addition to the resource locations listed below, all District laws and regulations are available at local DC public libraries. Or you may visit dcra.dc.gov to find forms, laws and regulations, maps and links to other websites that provide information to environmental policy review.

- A vicinity map - - essentially a street map - - can be purchased at many locations. One example is an ADC map, which is at 1 inch=2000 feet scale and shows shopping centers, churches, schools, parks and other uses near your site.
- Questions about the existing conditions plan, site plan and contextual map should be directed to the EIS Coordinator, DC Office of Planning, 442-7600.
- For the current zoning classification, call 442-4560, or visit dcoz.dc.gov.
- For information regarding zoning conditions, call 727-6311.
- Water, sewer, and storm water sewer maps, and as-built construction documents are available for a fee at the Water and Sewer Authority (WASA) at 5000 Overlook Avenue SW, 2nd Floor, Washington DC 20032.
- 1,000' scale water and sewer maps of all publicly maintained pipelines are available for review at WASA.
- The sewer map also identifies combined sewer locations.
- Other questions about water and sewer issues can be directed to WASA at 787-2443 or 787-2388.
- Call the District Department of Transportation (DDOT), at 671-2700 with questions about traffic volume and parking.
- Allowable decibel levels during construction and during business operations can be found in DCMR 20, Chapters 27, 28 and 29, available online at dcregs.dc.gov
- Information about wetlands in the District can be found at District Department of the Environment's webpage <http://ddoe.dc.gov/ddoe/cwp/view,a,1209,q,495456,ddoeNav,%7C31007%7C.asp> or you can call 535-2190
- Call 535-2190 if you have any questions about the water table in the District.
- There are three species on the District's threatened or endangered species list: the bald eagle, Hay's Spring amphipod, and the shortnose sturgeon. To learn more, call 535-2266.
- Call 535-2506 for about regarding water quality, watershed protection, fisheries and wildlife, air quality, hazardous materials and toxic substances and underground storage tanks.
- Call 645-4301 for additional information about solid waste requirements.
- Additional information regarding recycling requirements can be found by calling 645-7190.

Environmental Policy Reviewing Agencies:

- Department of Health – 535-2506
- Office of Planning – 442-7600
- Department of Public Works
- Solid Waste Management Administration – 645-4301
- District Department of Transportation – 671-2700
- Water and Sewer Authority – 787-2379
- Department of Consumer and Regulatory Affairs – 442-9557

I. PROJECT INFORMATION

Name of Project 1600 North Capitol Street, NW		
Location of Project (Street Address) 1600 N Capitol Street, NW	SQUARE 3100	LOT 48
Name of Applicant Florida & Q Street, LLC	Telephone	703-750-6810 x128
Applicant Email Address monty@capitolpetro.com	Fax 703-750-6817	
Applicant Mailing Address 6820 Commercial Drive		
City Springfield	State VA	Zip 22151
Name of Authorized Agent Monty Berhane	Telephone 703-750-6810 x128	Fax 703-750-6817
Agent Mailing Address 6820 Commercial Drive	Agent Email Address	
City Springfield	State VA	Zip 22151
Name of Owner Florida & Q Street, LLC	Telephone 703-926-6960	Fax
Owner Mailing Address 6820 Commercial Drive		
City Springfield	State VA	Zip 22151
Owner Email Address monty@capitolpetro.com		

Please complete each question – write N/A if not applicable

II. EXISTING CONDITIONS

1. Present land use:
 - a. Industrial ____ Commercial ____ Residential ____ Public/Institutional ____ Other X-vacant
 - b. Percent of impervious area 93 %
 - c. Floor Area Ratio (FAR) N/A Gross Floor Area N/A Building Height N/A
 - d. Number and type of dwelling units 0
2. What is the current zoning classification of the site? C-2-B
3. Have any zoning conditions been placed on the site? YES If yes, cite case number 06-04
4. What are the predominant land uses and zoning classifications within a ¼ mile radius of the project site?
Moderate density commercial and moderate density residential; C-2-A, R-4, C-M-2, C-3-C, R-5-B
5. Total size of project land area: 26,948 (square feet/acres)
6. What is the predominant soil type on the project site? Alluvial soils of the Coastal Plain, mostly sands, gravels and clays
7. Is there any contaminated soil within the project limits? Yes X No ____
8. What is the Federal Emergency Management Administration (FEMA) flood designation for the project?
ZONE X, areas determined to be outside of the 0.2% annual chance floodplain

9. Approximate percentage of slopes on project site:
 0-10% 100%
 11-15% _____
 greater than 15% _____
10. List all adjacent properties with description of current use of each: 1618 N Capitol St, NW, Single family residential;
25 Florida Ave, NW: store/ restaurant; 27 Florida Ave, NW: Residential; 12,14,16,18 Quincy Pl, NW: residential
11. List any adjacent properties or buildings that are listed on the National Register of Historic Places:
N/A
12. What is the depth of the water table in feet at the project site, if known? 23-26 feet
 Provide source of data (e.g. soil boring on-site monitoring well data on adjacent property, etc.) ESA Phase II
13. Does the project site contain any species of plant or animal that is identified as threatened or endangered?
 Yes _____ No X if yes, identify each species
14. Are any streams within 100 feet of the project site? Yes _____ No X
 If yes, name the stream and the river to which it is a tributary
15. Are any lakes, ponds, springs or wetlands within 100 feet of the project site? Yes _____ No X
 If yes, provide name and size
16. Is the site served by existing public utilities?
 Gas X Electric X Water X Sanitary Sewer _____ Combined Sewer X Storm Sewer _____
17. Do you plan to connect to existing water, sanitary, storm and combined sewers? Yes If so, what size?
6" water main; 12" combined sewer
18. What are the existing average and peak sewage flows generated by the existing facilities? 0 (GPM)
19. What are the distances from the property line to the public water, sanitary, storm and combined sewers?
7' to 12" Combined sewer, 26.5' to 6" water main
20. Has the site ever been used as a landfill, construction fill or for the disposal of solid waste?
 Yes _____ No X
21. What are the pre-development peak storm water runoff flows for a 2-year and 15-year storm event?
2yr peak= 1.14 cubic feet per second (cfs); 15yr peak=1.64 cfs

III. Project Description

1. Proposed land use: Industrial ☐ Commercial ☐ Residential ☒ Public/Institutional ☐
Other ☐

2. Project area to be developed: 26,948 (sq. ft./acres)
Project area to remain undeveloped: 0 (sq. ft./acres)
Dimensions of proposed structure: height 72.34' width 166.2' length 155'
Gross floor area of proposed structure: 85,428 sq. ft.
Depth of any excavation: average 21.8' (ft) maximum 23.6' (ft)
Percent of impervious cover after development 0 %

3. Does the proposed action require a planning or zoning decision? Yes ☐ No ☒

If yes, indicate decision required:

Zoning variance ☐
Special exception ☐
Special use permit ☐
Subdivision large tract review ☐
Historic Preservation Review Board ☐
Other ☐

4. Number and type of dwelling units, if any: 97 residential units

5. If commercial, office or institutional use, the number of employees N/A

6. Give the modal split of residents, employees and daily customers/visitors (i.e., number expected to arrive by automobile/mass transit/walking/bicycle)

65% of residents utilize automobiles, 35% of residents utilize mass transit, pedestrian, bicycle.

20% of trips are from automobiles, 80% of trips are via mass transit, walking or by bicycle.

7a. Give the estimated number of peak hour morning (6:30 AM – 9:30 AM) and evening (4:30 PM – 6:30 PM) vehicular trips into and out of the property 20 total, AM; 27 total, PM

7b. Give the location of parking entry, drop off areas and pedestrian entry

Underground parking entry from Florida Avenue, NW, pedestrian entry from Florida Ave, NW. Pedestrian entrances from North Capitol Street: Main building entrance and individual residential entrances.

8. Give the number of daily deliveries by truck, if any, and location of loading area, if any ☐
1 or less deliveries per day, loading area as shown on plans

9. Will the proposed project contain residential premises, apartment dwellings, a subdivision or other housing complex designed to house 50 or more families? Yes ☒ No ☐

10. Will the proposed project provide 50 or more new parking spaces? Yes ☐ No ☒

11. Will the proposed project consist of shopping and /or commercial facilities with 50,000 or more square feet of gross floor space? Yes ☐ No ☒

12. Will the proposed project consist of entertainment and/or recreational facilities, including but not limited to theaters, auditorium, sports stadiums, or bowling alleys, with capacity to accommodate more than 400 persons at one time? Yes ☐ No ☒

14. Will the proposed project increase traffic volume, which would result in a street volume – to capacity ratio of 0.90, or greater (Street Level-of-Service E or F) Yes ☐ No ☒

15. Will the proposed project increase traffic volume that would result in a vehicle delay of 55 or more seconds at any signalized intersection? (Intersection Level-of-Service E or F) Yes ☐ No ☒

NOTE: If you answered yes to any of questions 9 - 15, you are required to submit 3 copies of an air quality analysis of emissions (in pounds or tons of pollutants per day) of Carbon Monoxide (CO), volatile organic compounds (VOCs), and nitrogen oxide (NOx) resulting from the operation of mobile sources associated with the proposed project. The most current version of the U.S. Environmental Protection Agency's (EPA's) "MOBILE" emission factor model must be used in deriving the emission estimates. In addition, an analysis of the impact from mobile sources on CO concentrations (in parts per million) in the vicinity of the proposed project must also be provided. This analysis, at a minimum, must be conducted in accordance with the procedures identified in the Department of Health's "Guidance on the review of Air Quality Studies Performed as a Result of the EISF" using an approved dispersion model (the default model is the latest version of CALQCHR3 posted on the EPA regulatory model website) and must include a comparison of the resulting air quality of the resulting air quality with both the 1-hour average and 8 hour average, National Ambient Air Quality Standards (NAAQS) for CO.

16a. Will the proposed project result in an emission into the atmosphere of odorous or other air pollutants from any source, in any quantity and of any characteristic and duration which is or is likely to be injurious to the public health or welfare, or which interferes with the reasonable enjoyment of life and property?

Yes ☐ No ☒ if yes, describe:

16b. Briefly describe the methods you will use to control fugitive dust emission into the atmosphere during the work you propose."

Standard DDOE ESC stabilization techniques including but not limited to stone construction entrance, spray water applications, etc.

17. How much natural material (rock, earth, etc.) will be removed from the site? 15,500 (~~tons~~/cubic yards)

18. How much vegetation will be removed from the site? 1,963 (sq. ft./~~acres~~)

19. Will any mature trees or other locally important vegetation be removed from the site? Yes ☐ No ☒

20. Will construction be on land where the depth to the water table is less than 3 feet? Yes ☐ No ☒

21. What are the projected average and peak sewage flows to be generated by this project?

8,500 gallons per day (gpd) (average); 17,500 gpd (peak)

22. What water demand for peak domestic and peak fire protection will result from this project?

7,500 gallons per day (gpd) (average); 15,000 gpd (peak)

23. What are the peak storm flows for a 2-year and 15-year event that will result from this project?

2yr peak= 2.94 cubic feet per second (cfs); 15yr peak=4.21 cfs (not including SW Management/ mitigation)

24. Will pumping of ground water be required at the site during and/or after the project is completed?

Yes ☒ No ☐

If yes, explain the purpose (e.g. sump for dewatering; continuous for industrial use)
Pump for under-slab underdrain system after construction

- b. The expected pumping rate is 25 gallons per day
25. Will construction be on land where the bedrock is exposed or is within 3 feet of the existing ground surface?
Yes No X
26. Will the construction disturb more than 5,000 square feet of soil? Yes X No
27. Will contaminated soil be disturbed by the construction of pipelines? Yes No X
28. Will the disturbed area be reclaimed? Yes X No
a. If yes, for what intended purpose is the site being reclaimed? Multi story residential structure, with entryway stairs, ramps and landscaping
29. If the project is single-phased, provide the length of construction: 15 months (including demolition)
30. If the project is multi-phased:
a. Total number of phases anticipated:
b. Anticipated date of commencement of Phase 1: month year
c. Anticipated date of completion of final phase: month year
d. Is Phase 1 functionally dependent on subsequent phases? Yes No
31. Will blasting occur during construction? Yes No X
32. Will the surface area of an existing water body be increased or decreased by the project? Yes No X
If yes, explain
33. Will the proposed project interfere with ground water recharge? Yes No X
34. Will the proposed project adversely affect existing surface water quality? Yes No X
35. Is the project or any portion of the project in a 100-year flood plain? Yes No X
36. Will liquid waste be generated, either during construction or afterwards? Yes X No
a. If yes, indicate type of waste (~~chemical, industrial~~, sewage, etc.) and amount:
Sanitary sewage from portable toilets during construction. Sanitary sewage from residences after construction
b. How will this waste be disposed of?
Waste disposal contractor to haul off site for disposal during construction. Public combined sewer after occupancy
37. Will the project generate solid, ~~medical, infectious, radioactive or other hazardous waste~~? Yes X No
a. If yes, what is the type and amount per month?
type: Household garbage
amount: See question #51 below
b. Will any existing waste disposal facility be used? Yes X No
name of facility See question #51 below
location:
c. Will any waste not go into a waste disposal facility? Yes No X
If yes, explain

38. Will the project produce odors? Yes ___ No X

If yes, describe source of odor and duration _____

39. Will the project produce noise during construction that is above the allowable level (80db)? Yes X No ___

*For two week period only during sheeting and shoring

40. Will the operating noise level exceed the allowable decibel level for that zone? Yes ___ No X

41. Will a pile driver be used during construction? Yes X No ___

*For two week period only during sheeting and shoring

42. Where will the A/C unit be located? Roof top

43. Will the project operation maintain an emergency generator? Yes X No ___

If yes, where will the generator be located?

Roof top

44. Where will other motor driven equipment be located?

Roof top unit fan and compressors; roof condensing units; elevator motor on elevator cab; apartments air handling unit fans and exhaust fans; garage exhaust fan on the roof.

45. Will the project operation have frequent deliveries by large vehicles? Yes ___ No X

46. Will any underground storage tanks be installed? Yes ___ No X

a. If yes, how many tanks will be installed? _____

b. Contents: _____

c. Capacity: _____ (gallons)

47. Will pesticides (herbicides, insecticide, etc.) be used? Yes ___ No X

If yes, indicate the type of pesticide and give the name of the licensed applicator who will apply it

48. Will any other substances that will adversely change existing surface and ground water quality be handled at the-site either during or after construction? Yes ___ No X If yes, attach pollution prevention plan.

49. Will the proposed project require the issuance of any permits or other approvals (Certificate of Occupancy, Public Space Permit, Raze Permit, Air Pollution Permit, Storm Water Management Permit, Pretreatment Permit) from the District Government in

addition to a Building Permit? Yes ☒ No ☐ If yes, list all required permits:

Public Space Permit, DC Water permit, Stormwater management permit Certificate of Occupancy

50. Will the proposed project require the issuance of any permits or other approvals (NPDES, Section 404 Degree and Fill Permit, etc.) from the Federal Government? Yes X No ___ If yes, list all required permits:
NPDES permit for Stormwater Discharges during construction

51. How will solid waste (trash, garbage, debris) generated by occupants of the project be managed?

Licensed trash hauler will be contracted to haul away trash

52. How will recyclable materials generated by occupants of the project be managed?

Recyclable materials will be separated by residents in marked containers and hauled away by contracted trash hauler.

53. What plans will be implemented to maintain the abutting public space free of litter and debris during construction and post- occupancy?

During construction, the general contractor will be responsible for policing public space. Post construction, a day porter will be on site to perform that function.

IV. VERIFICATION

I understand that, if I make a false statement on this application, my permit could be denied or revoked; I could be criminally prosecuted; and, if I'm convicted, fined up to \$1000, imprisoned up to 180 days, or both, under DC Official Code § 22-2405.

Applicant/Authorized Agent (Signature): Monty Berhane
Name (Print): MONTY BERTHANE Date 11-4-2015
Company FLORIDA 4 Q STREET LLC.
Title: ASSET MANAGER
Address: 6820 B COMMERCIAL DRIVE
SPRINGFIELD, VA 22151

TO REPORT WASTE, FRAUD, OR ABUSE BY ANY DC GOVERNMENT OFFICE OR OFFICIAL, CALL THE INSPECTOR GENERAL ON 1-800-521-1639

4/2004
5/2011
7/2011
5/2012

EXHIBIT J

NOTIFICATION FORM FOR SAFEGUARDS DURING CONSTRUCTION
AND ADJOINING PROPERTY OWNER LISTING (OTR)

Neighbor Notification List: Owners as identified in DC tax records:

1618 North Capitol Street, NW (single family) (Sq3100; lot 0033)

Owner: So Others Might Eat (SOME), Inc.
71 O Street, NW
Washington, DC 20001-1258
Fr John Adams -

25 Florida Avenue, NW (store/restaurant)(Sq 3100; lot 0016)

Owner: Howling Wolves LLC
25 Florida Avenue, NW
Washington, DC 20001-1143

27 Florida Avenue, NW (residential) (Sq 3100; Lot 0017) (apts 1-4 units)

Owner: Jean A P Tulloch
456 Park Road, NW
Washington, DC 20010-2532

12 Quincy Place, NW (residential) (Sq 3100); lot 0031)

Owner: Fetsum Abraham
12 Quincy Place, NW
Washington, DC 20001-1108

14 Quincy Place, NW (residential) (Sq 3100; lot 0030)

Owner: Jane H. Young
14 Quincy Place, NW
Washington, DC 20001-1108

16 Quincy Place, NW (residential) (Sq 3100; lot 0029)

Owner: Jeremy T. Emmert
16 Quincy Place, NW
Washington, DC 20001-0910

18 Quincy Place, NW (residential) (Sq 3100; Lot 0028)

Owner: Patricia Johnson
18 Quincy Place, NW
Washington, DC 20001-1108

NOTIFICATION FORM
SAFEGUARDS DURING CONSTRUCTION

DATE: _____

OWNER: _____

ADJACENT OWNER: _____

MAILING ADDRESS: _____

ADDRESS: _____

TEL: _____

TEL: _____

EMAIL: _____

EMAIL: _____

Address of Proposed Work: _____

Section §3307.1 of the 2013 District of Columbia Building Code, 12 DCMR A (the “Building Code”) requires adjoining public and private property to be protected from damage during construction, alteration, repair, demolition or raze of a premises at the expense of the person causing the work. Protection must be provided for lots, and for all elements of a building or other structure, including, but not limited to, footings, foundations, party walls, chimneys, skylights, and roofs. Provisions shall be made to control water runoff and erosion during construction or demolition or raze activities.

Proper underpinning of existing adjoining or party walls which require underpinning must be provided in accordance with applicable sections of the Building Code.

Under Sections §3307.2 and §3307.3 of the Building Code, notification of the adjoining property owner is required for certain types of construction activities. A copy of Section §3307 of the Building Code is available online on the DCRA website at <http://dcra.dc.gov/page/regulations-dcra> or through the following online link:

http://www.ecodes.biz/ecodes_support/free_resources/2013DistrictofColumbia/13Building/PDFs/Chapter%2033%20%20Safeguards%20During%20Construction.pdf

SCOPE OF WORK REQUIRING NOTIFICATION OF ADJACENT PROPERTY OWNER(S) (check as applicable):

1. The proposed work involves the need to install structural support of an adjoining building or structure (e.g., underpinning of foundation) _____; or
2. The proposed work involves excavation on the owner’s property and the related need to support an adjacent property, including land and any buildings or structures located on the adjacent property (not including a public way) _____; or
3. The proposed work will impact the use or stability or structural support of a party wall or party line _____.

Form of Notification Required

Dear _____

My name is _____. (I am/we are) the owner of the property located at _____ which adjoins your property. Pursuant to Section §3307.2 and/or Section §3307.3 of the 2013 District of Columbia Building Code, Title 12 DCMR Subtitle A (the “Building Code”), (I am/We are) proposing to carry out work, as identified above, which requires notification to you as the adjacent property owner. This notification includes a copy of all *construction documents* which relate to the structural support of the adjoining building or other structure or to the structural support of the excavation, including any updates or amendments to the work plan that have been submitted with the permit application(s).

1

This form has been provided by DCRA for the purpose of demonstrating a permit applicant’s compliance with the notification and property access requirements of Section 3307 of the Building Code. Compliance with these requirements does not relieve a permit holder, or person causing the work, of any obligations or responsibilities under civil or criminal law to protect an adjoining property from damage.

I/we have determined that the following specific measures need to be undertaken to protect the adjoining premises:

Access to your property is hereby requested to install structural support or provide support for the excavation on my/our property:
___yes ___no.

You have 30 days from the date that this notification is delivered to object in writing on the grounds that the proposed work plan will not protect your adjoining property. The objection must include technical support for any claim that the proposed work plan will not protect your property. DCRA is authorized, but not required, to grant a reasonable extension of time to you if necessary to complete evaluation of the proposed work plan. Objections will be resolved pursuant to the process set forth in Section §3307.2.2.2 of the Building Code.

Any written objection must be delivered, with supporting technical documentation, to the owner at the address provided above. (Delivery by email is authorized.) A copy of any objection, with supporting technical documentation, must be provided to the Department of Consumer and Regulatory Affairs, by the owner seeking to undertake the work, at the following address:

**Chief Building Official
Department of Consumer and Regulatory Affairs
1100 4th Street SW, Third Floor
Washington, DC 20024**

Email: _____

Within the same 30-day period, you must indicate in writing whether access to your adjoining premises is authorized (if such access is requested to install structural support or to provide support for the excavation) and the conditions, if any, of such access. If you expressly deny access for entry within 30 days after delivery of this notification, or if you fail to respond within the 30-day period, you will be deemed to have elected to make safe your own property without delay so as not to impede or materially delay the original construction. However, if you file an objection in accordance with Building Code Section §3307.2.2.2, you will be not be required to decide whether or not access is granted to your adjoining premises, until the objection is resolved.

You should be aware that once a building permit is granted even if you fail to grant access or fail to respond to an access request, you shall be deemed to have authorized limited access to your property in the following circumstances:

1. Where a wall or foundation located on a party line or on the premises requires underpinning as a result of the proposed work;
2. Where I/we can provide the underpinning by undertaking the work from my/our property, even if the footing extends onto your property; and
3. Where extension of the footing is required to stabilize and support your building, and to avoid unreasonable delay in excavation and development of the permitted project.

Your written permission to provide underpinning for your adjoining structure is not required where the work will impact the use or stability or structural support of a party wall. In such situations, proper underpinning of existing adjoining or party walls which require underpinning will be provided by me/us in accordance with applicable sections of this code.

Please provide your response by completing the appropriate lines below, and providing your response within 30 days after delivery of this letter.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Signature of Owner

2

This form has been provided by DCRA for the purpose of demonstrating a permit applicant's compliance with the notification and property access requirements of Section 3307 of the Building Code. Compliance with these requirements does not relieve a permit holder, or person causing the work, of any obligations or responsibilities under civil or criminal law to protect an adjoining property from damage.

Adjoining Owner's Response

Address of Proposed Work: _____

Adjacent Property Address: _____

I do not object to the proposed work plan _____.

Requested access to my property is:

Granted _____

Granted with Conditions _____

*Denied _____

I object to the proposed work plan on the grounds that the proposed work plan will not protect my adjoining property, and I have attached technical support for my objection _____. Following resolution of my objection under Section §3307.2.2.2 of the Building Code, I understand that I will have an opportunity to decide whether or not access to my property will be granted.

Adjoining Owner's Signature Date: _____

*If access is denied, I understand that (1) I will be responsible for making safe my own property without delay so as not to impede or materially delay the proposed construction; and (2) limited access will still be authorized in the following circumstances
(a) where a wall or foundation located on a party line or on my property requires underpinning as a result of the proposed work;
(b) where the owner causing the work can provide the underpinning by undertaking the work from his/her/its property, even if the footing extends onto my property; and (c) where extension of the footing is required to stabilize and support my building, and to avoid unreasonable delay in excavation and development of the permitted project.