



7735 Old Georgetown Road, Suite 600, Bethesda, MD 20814 TEL 301.280.6600 FAX 301.280.6639
www.urban-atlantic.com

Affidavit of Applicant in Support of Sixth-Month Extension of Time

1. I am Victoria Davis, the Managing Partner of Urban Atlantic Development, LLC, which is part of the development team and ownership entity for property located on the northern portion of Square 769 ("Square 769N" or the "Property"). The Property is the subject of Z.C. Order No. 03-12/03-13, dated February 6, 2004 and effective on October 8, 2004, which granted preliminary and consolidated approval of a Planned Unit Development ("PUD") for property located in the southeast quadrant of Washington, DC and generally bounded by Virginia Avenue to the north, 7th Street to the east, M Street to the south, and 2nd Street to the west.
2. Pursuant to Z.C. Order No. 03-12G/03-13G, dated June 8, 2009 and effective on August 14, 2009, the Zoning Commission granted second stage approval for a residential building to be constructed on the Property. The residential building was approved with approximately 181,420 square feet of gross floor area, a maximum height of 110 feet, a minimum of 34 affordable dwelling units, and a minimum of 152 off-street parking spaces in the garage. Pursuant to Z.C. Order Nos. 03-12L/03-13L and 03-12P/03-13P, the Zoning Commission granted extensions for approval of the residential building, such that a building permit was required to be filed no later than August 14, 2015, and construction to begin no later than August 14, 2016.
3. Since approval of the previous time extensions, we have worked diligently to move forward with development of the approved residential building in Square 769N. We submitted all of the required building permit application materials prior to August 14, 2015, as required by Z.C. Order No. 03-12P/03-13P. However, we are experiencing delay in starting 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. Further, as detailed in below, the storm water management requirements for this project are unique and require much more review and coordination than traditional storm water management agreements with the Department of Energy and the Environment ("DOEE"). Moreover, the development of Square 769 includes many innovative financing approaches for providing a very high level of affordable, public housing (20% of units) serving the lowest income households as low as 0% of AMI alongside market rate units (80% of units). All outstanding financing is scheduled to close on September 30, 2016.
4. We therefore are unable to comply with the construction start time limit set forth in Z.C. Order No. 03-13P/03-13P, which requires that construction of the project must commence by August 14, 2016
5. We have worked diligently over the past two years to submit all of the required building permit application materials. Below is a list of the permit applications submitted and their status:
 - a. On July 15, 2015, we submitted the project building plans for Architectural/Structural, Mechanical, Plumbing, Electrical, Elevator, Fire and Life Safety IBTS for Third Party Review. IBTS's approval letter was issued December 30, 2015 (Exhibit A).
 - b. On August 1, 2015, we submitted a building permit application to DCRA (Permit No. B1606323), which has received approval from DC Water, Structural review, and DDOT for the Traffic Control Plan ("TCP"). Comments were received from Green Review on July 15, 2016, and from Zoning on August 5, 2016, and are currently being addressed by the

project architect and engineer. Concurrently, DOEE is completing its stormwater review of the project (see [Exhibit B](#) for building permit status and approved TCP);

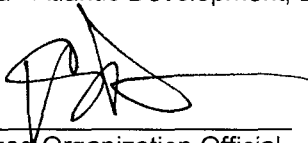
- c. On November 10, 2015, the project team attended a District Department of Transportation (“DDOT”) Preliminary Design Review Meeting (“PDRM”) for the design and construction of permanent public space infrastructure (see PDRM sign-in sheet at [Exhibit C](#));
 - d. On July 22, 2016, we submitted a sheeting and shoring permit application to DCRA and DC Water (Permit No. SH1600067), which application is currently under review with both agencies; and
 - e. A Public Space Occupancy Permit (Permit No. PA10326184) was approved by DDOT, effective August 8, 2016, granting approval for us to install fencing, erosion and sediment control measures, and construction entrances for the project ([Exhibit D](#)).
6. The final building permit authorizing construction of the project has not been issued yet. Issuance of a letter from DCRA confirming that the final building permit is available pending permit fee payment is a condition to closing. Once we close on financing for the project and the building permit is issued, we will mobilize our construction team to break ground and begin construction of the project immediately.
7. In addition to the submitting permit applications, we have engaged and executed proposals with the following consultants for the project:
- a. Third party plan review services for the design of the building in accordance with DCMR 12 Construction Code and standards (IBTS), dated 02/06/15 ([Exhibit E](#));
 - b. Civil engineering, surveying and permitting (VIKA Capitol), dated 03/04/2015 ([Exhibit F](#));
 - c. Landscape architecture (Studio 39), dated 05/16/2015 ([Exhibit G](#));
 - d. Architecture for Schematic Design, Design Development Documents, Bid Set Construction Documents, Final Construction Documents, Construction Administration and Construction Observation services (Lessard Design), dated 10/05/2015 ([Exhibit H](#));
 - e. Mechanical, electrical and plumbing (“MEP”) (Jordan & Skala Engineers under the oversight of Lessard Design), dated 10/05/2015 ([Exhibit H](#));
 - f. Structural engineering (Tadger Cohen Edelson under the oversight of Lessard Design), dated 10/5/2015 ([Exhibit H](#));
 - g. Interior Design for Schematic Design, Design Development, Construction Documents, Construction Observation, Furniture Procurement and Installation services (Hartman Design Group), dated 11/13/2015 ([Exhibit I](#));
 - h. Environmental site assessment Phase I and II (ECS), dated 05/05/2014 and 05/10/2016, respectively ([Exhibit J](#));
 - i. Preparation of engineering shop drawings for sheeting and underpinning (Steele Foundation), dated 6/10/2016 ([Exhibit K](#)); and
 - j. Preparation of engineering shop drawings for the design, fabrication and installation of deep well dewatering system (Moretrench), dated 06/21/2016 ([Exhibit L](#));
 - k. Green building and energy modeling (Jordan & Skala Engineers, under the oversight of Lessard Design), dated 6/27/2016 ([Exhibit M](#)).

8. In addition, we have undertaken extensive environmental and geotechnical analysis of the site, including commissioning the following consultants to produce the following reports:
 - a. ECS issued a Phase 1 Environmental Site Assessment (“ESA”) Report, dated 05/28/2014, and an additional Phase 1 ESA Report on 03/09/2016 (Cover Pages, Tables of Contents, and Executive Summaries are attached at Exhibit N);
 - b. ECS issued a Report of Subsurface Exploration and Geotechnical Engineering Analysis for the project dated 04/17/2015 (Cover Page, Table of Contents and Project Overview is attached at Exhibit O);
 - c. ECS issued a Phase II ESA Report dated 07/07/2016 (Report without Appendices is attached at Exhibit P); and
9. We also selected Bozzuto Construction Company for preconstruction services and are currently negotiating the Gross Maximum Price Contract which will be executed at the time of the overall project closing on September 30, 2016.
10. The development in Square 769N is a public-private partnership between the District of Columbia Housing Authority (“DCHA”) and Capper Carrollsburg Venture, LLC, which is a joint venture between Urban Atlantic and Forest City. The residential component includes 80% of the units at market rate, and the remaining 20% of the units are reserved for public housing for households earning as little as 0% AMI. Financing and ultimate delivery of the project utilizes best practices for mixed-income housing, and unique and complex financing structures, including traditional 9% Low Income Housing Tax Credits (“LIHTC”), Housing Production Trust Fund financing, market rate senior debt and EB-5 preferred equity. As such, financing the project requires coordination and approvals by the United States Department of Housing and Urban Development (“HUD”), DCHA, and multiple lenders and equity sources.
11. We have every intention of advancing the construction of the project. As outlined in the attached letter from our counsel at Gallagher Evelius & Jones (Exhibit Q), financial closing for the project is scheduled for September 30, 2016. With respect to the project’s affordable housing component, a Letter of Commitment with the District Department of Housing and Community Development (“DHCD”) has already been executed; a Letter of Commitment for construction debt is anticipated to be executed by August 15, 2016 with Citibank; and a Letter of Commitment for tax credit equity is anticipated to be executed by August 15, 2016 with The Richman Group. For the project’s market rate component, a Letter of Commitment for construction debt is anticipated to be executed by August 16, 2016 with Citibank, and a Memorandum of Understanding for EB-5 preferred equity was executed on September 25, 2015 with Live in America, LLC. \$12.5 of the \$14 Million in EB-5 preferred equity has already been secured and placed in escrow.
12. The development in Square 769 is the first building to participate in the Shared Stormwater Best Management Practices (“BMPs”) of Canal Park, a District of Columbia-owned public park in the Capitol Riverfront neighborhood. By deploying its stormwater into Canal Park’s existing BMP facilities, Square 769 is an environmentally innovative project that will set a precedent for future projects within the Canal Park Stormwater BMP footprint. In order to achieve this, we are developing and negotiating a series of complex, multiparty agreements, including a Declaration of Covenants between Square 769 and DOEE and a Shared BMP License Agreement between Square 769, Canal Park Inc., the Deputy Mayor for Planning and Economic Development and DOEE. We anticipate that these agreements will be finalized for execution by the end of August.
13. Lastly, to date we have invested more than \$1.8 million in the Property for legal, architectural, engineering, financing, permitting, and other consulting fees, and have committed another \$725,000 of funding to complete pre-development and prepare for construction.

14. We have been working hard alongside multiple partner agencies to effectuate this development, but need and are requesting a six month extension to February 14, 2017 to commence construction of the project. The additional six months is necessary in order to allow time for the building permit authorizing construction of the project to be issued; for us to close on the remaining financing for the project; and for us to then mobilize our construction team to break ground and begin construction of the project.

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.

Square 769N Affordable, LP
By: Square 769N Affordable GP, LLC, its general partner
By: Capper Carrollsburg Venture, LLC, its manager
By: Urban Atlantic Development, LLC (f/k/a Mid-City Urba, LLC), its manager



Authorized Organization Official

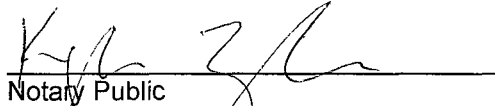
Victoria S. Davis
Print Name

8/11/16

Date

Managing Partner
Title

Sworn and subscribed to me this 11th day of August, 2016.



Notary Public

My Commission Expires: June 19, 2019



EXHIBIT A



December 30, 2015

Robbie Sabbakhan
Acting Chief of Permit Operations
Department of Consumer and Regulatory Affairs (DCRA)
Government of District of Columbia
1100 4th Street, SW
Washington, DC 20024

RE: Third Party Plan Review for Arthur Capper 769N

Dear Mr. Sabbakhan:

This letter is provided as a requirement for certification of third party plan review for Arthur Capper 769N, located at 1100 2nd Place SE, Washington, DC 20003.

The following are details of the project:

Name of Project: Arthur Capper 769N

Address of Project: 1100 2nd Place SE

Name of professional in charge: David Wei Lu

Name of other approving engineers: Found in Appendix A

Date of approval: December 30, 2015

Disciplines for which approval is to be given: Architectural/Structural, Mechanical, Plumbing, Electrical, Elevator (limited building review only), Fire and Life Safety

Dates of Review: July 15, 2015 – December 30, 2015

Narrative of Project: New construction for a mixed used 10-story residential building with 2-level underground parking garage

IBTS has reviewed plans for code compliance in accordance with requirements of the District of Columbia Construction Codes, which include by reference the 2012 edition of applicable ICC codes and the 2011 edition of NFPA's National Electrical Code.

Please call me if you have any questions regarding this confirmation letter.

Sincerely,

David Wei Lu
Registered Architect, District of Columbia

District Registered RA Seal#
Signed and Sealed

Loudoun County, Commonwealth of Virginia
Acknowledged before me this day December 30, 2015

Notary Public: Rebecca J. Hamilton
My Commission expires May 31, 2019

REBECCA J HAMILTON
NOTARY PUBLIC
REGISTRATION #7081016
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
MAY 31 2019





Appendix A – Other Approving Engineers

Engineer	Discipline(s) Reviewed					Green
	Structural	Mechanical	Plumbing	Electrical	Fire Protection	
Mustafa Ghaith		X	X			
Keding Gao				X		
Douglas Applegate	X				X	

EXHIBIT B

Project B1606323 ▼

Workflow Start_BuildingReview14_V2 (03/29/2016 11:09 AM) ▼

[View Report](#) Show / Hide Parameters 1 of 1  Find | Next  

Current Project - Department Review Status

B1606323

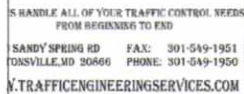
Rev Cycle	Group Name	Reviewer Name	Assigned By	Review Status	Date Updated	Review Comments
 1						
 2						
	DDOE SE-SW Review	Nykia Barnes Nykia.Barnes@dc.gov	Nykia.Barnes@dc.gov	HFC	07/13/2016	Under stormwater and GAR review.
	DDOT Review	DeAngelo Baynes deangelo.baynes@dc.gov	deangelo.baynes@dc.gov	Approved	08/04/2016	From: Lisa Oser [mailto:lisa@ljpermit.com] Sent: Wednesday, August 03, 2016 7:07 PM To: Baynes, DeAngelo (DDOT) Subject: B1606323 Importance: High Mr. Baynes, We have applied for ddot permit tracking number 10326184. Can you please look over it and clear the review for building permit B1606323. If there is anything else we need please let me know. Thanks, Krissy Ger 301-523-8757
	Green Review	David Kaiser david.kaiser@dc.gov	major.bandy@dc.gov	HFC	07/15/2016	GBA - While the project team has put in the request for access to the account, DCRA does not have access to the EGC online portal. Additionally, the project team has not completed Step 1 certification up to this point. Please contact DCRA and upload the letter of Step 1 approval.
	Zoning Review	Daniel Calhoun daniel.calhoun@dc.gov	Sarah.Bouldin-Carr@dc.gov	HFC	08/05/2016	Must complete a CIZZ, IZ application, even if claiming IZ exemption. Must have a draft letter from DHCD stating IZ exemption before Zoning approval can be granted. Please contact Marshall.cusaac@dc.gov for more information. Once information is received Zoning review will commence.



10326184



APPROVEDTCP



HARD NOTES:
 WORKING IS TO BE RESTRICTED 72 HOURS IN ADVANCE.
 SIGNS MUST BE 4X44 AND ON SPRING LOADED
 SIGNS AND MUST BE FHWA APPROVED / NCHRP-350 RATED
 UNPAVED INTERSECTIONS, TRAFFIC CONTROL
 WORK MUST BE NOTIFIED 48 HOURS PRIOR.
 CONTRACTOR MUST FOLLOW ALL D.O.T GUIDELINES
 CONTRACTOR ASSUMES NO RESPONSIBILITY FOR
 CONTRACTORS WHO FAIL TO FOLLOW ABOVE CONDITIONS.
 CONTRACTOR SHALL INSTALL "STEEL PLATE AHEAD"
 WHEREVER STEEL PLATES HAVE BEEN INSTALLED.

DESCRIPTION:

SEE SITE PLANS

Legend	
	900 LF FENCE
	Warning Sign
	DOUBLE POSTED SIGN STAND
	Work Zone
	Flagger Station

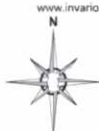
SPEED (MPH)	MINIMUM SIGN SPACING (FT)
25	150
30	200
35	250
40	300
45	350
50	400
55	500

DE KEHOE
TRAFFIC CONTROL SUPERVISOR
TRAFFIC ENGINEERING SERVICES
100 SANDY SPRING ROAD
CRYSTONVILLE, MD 20600
301-549-1950 (O)
301-365-8254 (C)
DEKEHOE@GO-TES.COM

10326184

d. Approved traffic control plan must be on site at all times

NOT TO SCALE



Canal Park

2nd Place Southeast

3rd Street Southeast

MAP LEGEND

L Street Southeast

d. **APPROVED**

**NO DEVIATION ALLOWED WITHOUT
PRIOR APPROVAL FROM
PERMIT OFFICE**

K. Meaders

SIGNATURE

7/21/16

DATE

M Street ← M Street Southeast ← M Street Southeast ← M Street Southeast

EXHIBIT C

**PDRM
Sign-In Sheet**

Name	Agency/Organization	Email	Phone Number
John Stokes	PSRA/DDOT	john.stokes4@dc.gov	(202)442-8354
Dan McCabe	Urban Atlantic	dmccab@u-ban-atlantic.com	301.280.6602
Laura Richards	DDOT / freight	laura.richards2@dc.gov	202.671.2226
Ali Zamani	DDOT / PSRA/stratplan	Ali.zamani@dc.gov	202.671.2226
Kevin Pennington	Lessard Design	Pennington@LessardDesign.com	571-385-7888
Shawn Frost	UICA CAPITOL	Frost@UICA.CAPITOL.COM	202-244-4140
Kyle W. Oliver	"	oliver@UICA.CAPITOL.COM	202 244 4140
STEVE RICHTER	RICHTER & ASSOC	SRICHTER@RICHTERASSOCIATES.COM	301-548-7475
Spring Worth	DDOT / PTSA	Spring-worth@dc.gov	(202) 673-1736
Timothy Maher	DC OP	timothy.maher@dc.gov	202 442 7704
Ryan Westrom	DDOT / PSRA	ryan.westrom@dc.gov	202-671-2041
Joseph J. Plouffe	SPURDASH	jplouffe@spurdash.com	703.719.6500

#WC Smith - Vavits

EXHIBIT D



GOVERNMENT OF DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION
1100 4TH STREET SW / 2ND FLOOR, WASHINGTON, DC 20024



PUBLIC SPACE OCCUPANCY/PARKING PERMIT

		PERMIT NO:	PA10326184
EWR No:		Source Permit:	
Location:	1100 2ND PLACE SE		
Permission Granted To:	Capper Carrollsburg Venture LLC		
Permit Fee No:	300614685	Permit Fee Amount:	\$330.00 (Waived)
Meter Fee No:		Meter Fee Amount:	\$0.00
Deposit No:	S14687	Deposit Amount:	\$53,333.33 (Waived)
Public Inconvenience Fee No:		Public Inconvenience Fee Amount:	\$0.00

Permission is hereby granted to the entity named above to perform the work described herein at the address shown above in strict accordance with all conditions stated on all pages of this permit as well as on the application submitted.

Event: Construction Staging Area

Number of Steel Plate:

Spaces Occupied: 0

Start Time: 7:00 AM

End Time: 7:00 PM

Meter Numbers (If applicable):

Location Description:

2 stabilized construction entrances and construction fence around job site

Conditions:

*"Emergency No Parking" and "Reserved Parking" signs must be posted no less than 72 hours in residential zones and 24 hours in business zones prior to occupancy. Signs must be immediately removed upon completion of work.

*All work and occupancy must comply with all District regulations and statutes. Violation may result in revocation of this permit.

*If street, alley or sidewalk closures are involved, approved Traffic Control Plan (TCP) is a part of this permit and must be on site at all times and visible from public space.

*Must not block any Metro Transit bus stops or Metro entrances without the permission of WMATA and DDOT.

*Must not block Fire Hydrants or any important utility structures (e.g. manholes, vault grates, ventilation, traffic signal box, etc...)

*Must not occupy Loading Zones and driveways.

*No crossing of sidewalk with trucks unless permission is granted and noted on TCP by DDOT.

*Only registered commercial vehicles directly needed for construction are permitted to be parked in the area defined by this Permit when applicable.

*Permit holder is responsible for all damage to public space as a result of work done under this permit.

*Permit holder is responsible for obtaining any additional permits required by statute or regulation including DOH, WASA, FEMS, MPDC, DDOT and DCRA permits.

*Prior to street, alley and sidewalk closures Permittee must immediately notify FEMS, MPDC and MPTD.

*Renewals require all prior public space permits be on premise.

*This permit is revocable at any time at the discretion of FEMS, MPD and/or DDOT.

*This permit must be on site at all times and visible from public space.

* Person(s) who posts an unauthorized sign or removes an authorized sign is subject to a fine of \$100 per day.

All street trees located within the work zone shall have a 6' high chain link fence placed around the tree space to the extent of the box (min 4' x 9') or in a continuous planting space to the extent of the dripline. The fence shall be installed prior to work starting and removed after work has been completed.

* Trash containers and Moving Containers are to be placed in curb lane at the front of this property unless specified elsewhere on the Permit.

*No work or construction in public space is authorized by this permit.

*No work is permitted before 7am or after 7pm Mon. thru Sat. or all day Sun.. Work before 7am or after 7pm Mon. thru Sat. or all day Sun. requires permit from DCRA.

*Permit holder is responsible for contacting DDOT at 202-671-2020 to request the reinstallation of parking meters.

*This permit does not authorize the removal of parking meters or parking meter heads.

*Contractor must call Meter Branch at 671-2020 for meter bagging or to remove parking meters or parking meter heads.

*This permit is not valid until the later of the Effective Date and the Issuance Date.

Permit Effective: 08/08/2016

Permit Expires: 02/03/2017

Tiffany Tenbrook

Leif Dormsjo

Public Space Permit Staff

Director

EXHIBIT E



Plan Review Services
703.481.2025
PlanReview@ibts.org



December 16, 2014

Dan McCabe
Urban Atlantic
7735 Old Georgetown Rd, Suite 600
Bethesda, MD 20814
301-280_6602
dmccabe@urban-atlantic.com

RE: Third Party Plan Review for Arthur Capper 769N

Mr. McCabe,

Thank you for considering IBTS for third-party plan review for Arthur Capper 769N, located at 1100 2nd Place SE, Washington, DC. The scope of this project includes the review of 10-story apartment building of 179 dwelling units. The building is of concrete construction with retail space of approximately 4000 SF on ground level and 2 levels below grade parking garage of approximately 32,000 SF.

IBTS will provide third party plan review services for design of this building in accordance with requirements of DCMR 12, Construction Codes for Washington DC, and applicable referenced construction standards. IBTS will review architectural, structural, mechanical, electrical, and plumbing designs, as well as fire protection and elevator (building permit review, not including shop drawing review) to applicable building and construction codes.

IBTS will provide professional review services including initial plan review; preparation and submission of review comments; discussion with appropriate parties concerning review comments to facilitate correction; and review and approval of revised designs based on the initial review comments. IBTS will work with you to review and respond to city comments if plans are not approved upon first review.

IBTS will provide all above services for this peer review for \$24,640. A detailed fee schedule is listed in Section 1. In addition, a Notification of Intent to Use Third Party form, required by DCRA prior to engagement with a third party provider, is included for your use in Section 1. Anticipated turnaround time for a project of this scope is ten (10) working days for initial review and comment and five (5) working days for follow-up reviews.

If this is acceptable, please acknowledge your acceptance of this proposal by return e-mail, fax, or mail. If you have not already done so, please provide two (2) full-sized sets, one (1) half-sized set, and one (1) PDF of complete submittal packages (drawings for all applicable disciplines and documentation as required) for our initial review; these do not have to be signed or sealed. Upon completion, IBTS will request five (5) sets of bound, signed and sealed plans for final approval.

Please contact me if you have questions.

Sincerely,

David Wei Lu
Manager of Plan Review Services
dweilu@ibts.org
703-481-2000 ext. 105

For: Urban Atlantic

Name: DAN MCCABE

Title: VP

Signature:

Date: 2/6/2015

1. Scope of Services and Fee Schedule

Project Name:

Arthur Capper 769N

Scope of Project:

Review of 10-story apartment building of 179 dwelling units. The building is of concrete construction with retail space of approximately 4000 SF on ground level and 2 levels below grade parking garage of approximately 32,000 SF

Applicable Building Codes:

DCMR 12, Construction Codes for Washington DC, and applicable referenced construction standards

Scope of Plan Review Service:

IBTS provides full Permit Review Service as defined by DCMR-12 which includes Architectural/Accessibility/Structural, Mechanical, Electrical, and Plumbing, as well as Fire and Elevator (building permit review, not including shop drawing review), as applicable.

Proposed Cost:

\$24,640

This price includes the review of one building permit submittal to DCRA for this project; there will be a \$1,000 charge for each additional building permit submittal requiring review.

For additional services, IBTS will charge a plan review services fee of **\$125/hour**. IBTS will report and bill the client monthly, or per the client's request.

Fee Schedule:

- receipt of the 50% CD set*
1. 50% of this amount will be billed upon ~~acceptance of this proposal~~ *receipt of the 50% CD set* and will be due within 30 days of invoice date. The remainder will be billed upon our receipt of revised plans and will be due within 30 days of invoice or prior to the release of IBTS approved plans, whichever occurs first.
 2. Payment received after the 30-day period will be charged an interest rate of 1% per month overdue.

Review Schedule:

Our review normally includes 50% and 100% CD reviews. Turnaround time will be ten (10) business days for our initial review, and five (5) business days for revision reviews. Between these stages, we will communicate with the designer and owner to ensure all comments are resolved. Only the permit-ready drawings need to be stamped and sealed by designers for IBTS approval before forwarding to DCRA for permit.

For initial review purposes, please submit two (2) full-sized sets, one (1) half-sized set, and one (1) PDF of complete submittal packages (drawings for all applicable disciplines and documentation as required); for IBTS approval and permit filing purposes, five (5) sets of bound final drawings are required. Four (4) sets must bear the stamps of a registered design

professional for filing with DCRA; one (1) set must be stamped on the cover only for IBTS records.

EXHIBIT F



CAPITOL



ENGINEERS ★ PLANNERS ★ LANDSCAPE ARCHITECTS ★ SURVEYORS ★ SUSTAINABLE DESIGN

February 20, 2015

VIA E-MAIL & MAIL
dmccabe@urban-atlantic.com

Mr. Dan McCabe
Urban Atlantic LLC
7735 Old Georgetown Rd
Suite 600
Bethesda, MD 20814

\$106,350
Excl - ALTA
Condo Plats
As-Built's

**RE: Square 769 North
Lots 18, 19, 20
Final Civil Site Plan
Washington, DC
VIKA CAPITOL Proposal #0734**

Dear Mr. McCabe:

VIKA Capitol, LLC is pleased to submit herewith our proposal for surveying and engineering services on the above referenced project, located at in Southeast, Washington, DC. In preparing this proposal we utilized the DD set of drawings prepared by Lessard Architects and our meeting on February 19, 2015. Additionally, the following has been assumed:

PROJECT ASSUMPTIONS

The following is assumed:

1. **Zoning** - The proposed design meets the current Stage 2 PUD rezoning requirements for the property listed above. However, our office will not be responsible for any computations related to final Zoning tabulations. The architect will take the lead on building / zoning calculations. We assume our office can proceed straight to final engineering design.
2. **Project Scope** - This scope includes a civil construction site plan for the development of a new residential building with ground floor retail and 2 levels of underground garage and associated site and utility work. VIKA Capitol has assumed typical site work will be required; however, not all of these required improvements can be understood at this time. We have budgeted a design for minor adjacent roadway improvements. Any additional significant on-site or off-site improvements not contemplated within this proposal are excluded from this proposal.
3. **Site Planning/ Architecture/ Coordination** - Your office or architect will take the lead in overall planning and concept site planning and overall project coordination. CADD files from architect will be furnished by you to VIKA Capitol.
4. **Survey** - A) An updated Boundary and Topographic (B&T) survey for the site and a portion of the adjacent right of way will be performed. The original survey was performed over 7 years ago and new improvements have been performed on 2nd Place with the construction of Canal Park. B) A Survey to Mark (STM) will be performed. The updated B&T and STM will be combined into one drawing to be utilized as the base sheet for this project. C) An ALTA/ ACSM survey is not included in this proposal.

VIKACapitol.com

VIKA Capitol, LLC ★ 4910 Massachusetts Avenue, NW ★ Suite 214 ★ Washington, DC 20016 ★ P(202) 244-4140 ★ F(202) 244-4196

Mr. Dan McCabe
Urban Atlantic LLC

**RE: Square 769 North
Lots 18, 19, 20
Final Civil Site Plan
Washington, DC
VIKA CAPITOL Proposal #0734**

February 20, 2015

Page 2 of 14

5. **Utility / Grading Easements** - Off-site utility or grading easements will **not** be required.
6. **Roadway Improvement Plans** - Minor frontage improvement plans along public streets are anticipated in this proposal. A private alley is proposed along the southern boundary of the site and the recently installed curb cuts on 2nd Place and 3rd Street will be utilized for the project. No coordination for new curb cuts will be needed to be performed by our office. Improvements to the streetscape along the site frontage are included.
7. **Testing / Location Services** - No testing or utility location services will be provided as part of the survey. Visible utilities will be located and the appropriate utility companies, i.e. gas, electric, and telephone, will be contacted by VIKA Capitol to locate record underground utilities with available information.
8. **Utility Systems** - Existing site utility systems (water, sanitary, storm, etc.) are assumed to be adequate for the building.
9. **Signalization** - Signalization, modifications or pavement striping, if required, will be designed by others.
10. **Noise Studies** - Noise studies, if required, will be prepared by others.
11. **Hardscape / Landscape Plan** - A separate hardscape / landscape proposal will be prepared by our office for the project. If our office plan is not selected for this work, the architect or landscape architect will take the lead in any hardscape amenities associated with the new building. Site signage will be prepared by the architect or landscape architect.
12. **Utilities** - Record information will be requested from the following utilities companies: Comcast; PEPCO; Washington Gas; Verizon; MCI Worldcom; and AT&T. Other utility companies, in particular fiber optic cable providers, will not be contacted unless there is physical evidence in the field with sufficient identification information available or the Client provides a company name and contact. VIKA Capitol recommends your office engage a utility location consultant to prepare an independent existing utility location designation.
13. **New Dry Services** - Your Dry Utility Consultant, Mechanical, Electrical and Plumbing Engineer will coordinate relocation and new services for telephone, electric and gas which require extension on the site. VIKA Capitol will coordinate with their offices and/or with a dry utility consultant.
14. **Photometric Plan / Site Lighting Plan** - A photometric plan/site lighting plan is not included in this proposal. A photometric plan/site lighting plan will be designed by your MEP, Dry Utility consultant or landscape architect.
15. **Specifications** - The architect will take the lead in preparation of specifications with an edit by VIKA Capitol for Division 2 Sections. The earthwork specifications will be prepared by a geotechnical engineer.



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16. **Soils Report** - A soils report will be furnished to VIK Capitol.
17. **Project Plans** - The final project engineering plans will consist of a single set of plans. Phasing Plans will not be included.
18. **Site Grading Plan** - VIK Capitol will prepare the site grading plans in coordination with the architect.
19. **Deeds / Plats** - Preparation of deeds and recordings associated with any plats are not included in this scope. Your attorney shall provide these services.
20. **Title Report** - A title report with copies of the exceptions/easements listed in Schedule B will be furnished by your office to VIK Capitol for the subject property as well as any off-site properties from which an easement will be necessary.
21. **Site Wetlands** - The site wetlands issues, if any, will be resolved by the Owner's environmental consultant prior to Final Site Plan submission.
22. **Floodplain Study** - It is assumed that a revised flood plain study will not be required. Existing FEMA Flood Studies will be utilized.
23. **Archeological Study** - An archeological study may be required. This study must be prepared by a qualified archeological consultant. Any work required in conjunction with any type of archeological study is not included in the proposal.
24. **Groundwater Remediation Plan** - Any work required in conjunction with any type of groundwater or groundwater remediation plan is not included in this proposal.
25. **Sheeting and Shoring Plans** - Sheeting and Shoring Plans are not included as part of this proposal.
26. **Traffic Study** - A traffic study, if required, will be prepared a traffic consultant.
27. **Stormwater** - VIK Capitol, LLC assumes that a majority of the stormwater management and quality controls will be handled by drain the roof's stormwater to the existing piping that serves the cisterns for Canal Park to the west and this will meet the Districts new stormwater management regulations.
28. **Traffic Control Plans** - Traffic Control Plans for the overall site are included in this proposal. Traffic Control Plans for utility connections will be provided by the contractor.
29. **Permit Expediting** - The owner will engage a permit expeditor to process all building and site regulated permits through the City.
30. **EPA/ NOI** - The United States EPA is the authorized permitting authority for the Stormwater Notice of Intent (NOI) in the District of Columbia. Construction activities (including other land-disturbing activities) that disturb one acre or more are regulated under this NOI. The owner is required to file and obtain approval of the NOI with EPA. Our office will assist the owner in the preparation of the documentation for the NOI if land disturbance for the entire project is one acre or more. This approval is typically



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required prior to the District's Department of the Environment approving the final SWM plan.

31. **Additional Consultants** - Architectural, hazardous waste, geotechnical, electrical, mechanical, and/or structural design services are not included in this proposal.
32. **Construction Stakeout** - This proposal does not include "Construction Stake-Out" survey items. The plans are too preliminary in nature to provide a realistic construction stakeout fee.
33. **Environmental Impact Screening Form (EISF)** - The site will not require the preparation and submission of the Environmental Impact Screening Form (EISF) based on its location within the Central Employment Area. As a result, your expediter is expected to file and obtain approval of the EIF (Environmental Intake Form) prior to building permit submission and or building permit issuance.
34. **Continuous Design** - The lump sum fees are based upon all work for each task being accomplished during a continuous operation and one set of final construction drawings will be prepared for the project. VIKA Capitol reserves the right to renegotiate this contract should the work for a task be phased or interrupted.
35. **FAA** - The owner shall pursue and obtain all FAA approvals.
36. **Condominium Plats** - Condominium plats are not included in this proposal.
37. **As-builts** - It is assumed that the as-built surveys that will be required by your lender will be negotiated during the construction phase. Obviously, our fee will vary somewhat on what this fee might be depending on whether the construction contractor utilizes our services for construction stakeout or not. As such, as-built surveys are specifically not included in the construction phase portion of the project, nor are any construction stakeout items. VIKA Capitol has provided a lump sum fee for an asbuilt survey of the Public Right of Way SWM facilities.
38. **Wall Checks** - A fee for the standard wall checks are not included in this proposal. If our office provides surveying stakeout services for the new building, we will not be allowed to perform the wall check and another firm will need to be contracted to perform this work.
39. **LEED** - This proposal includes civil engineering related LEED coordination for SS Credit 6.1 and 6.2.
40. **Meetings** - All meetings and consultations with client, attorney, other consultants and agencies (unless otherwise noted herein), are to be conducted on an hourly basis and billed at VIKA Capitol's hourly billing rates included in Attachment A herewith.
41. **Additional Services** - Any services that you may require and are not included within the Scope of Services will be conducted on an hourly basis or pre-negotiated lump sum fee, once you have provided authorization through an Additional Services Agreement, which will be considered an Addendum to this contract or other site features if required.



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The following is the specific scope of services that we propose to provide, along with their respective fees.

SCOPE OF SERVICES

SURVEY

1. Boundary and Topographic Survey \$4,800

Our staff will recover and tie into the record boundary control including coppers, cross cuts and any nearby monumentation in accordance with the records of the Office of the D.C. Surveyor and tie control into the boundary of record in the D.C. Surveyors office. We will also conduct a topographic survey at a scale of 1" = 20' with 1' contour intervals in the D.C. Highway Datum. This information, in conjunction with the record and field verified boundary, will be compiled into a CADD generated base sheet for use in subsequent plans. Existing utilities will be shown based on their actual field location for those utilities that are visible at the surface and in available record locations for those utilities that cannot be easily accessed from the surface. Inverts will also be obtained for sanitary and storm sewers to the extents that the manholes are accessible. This information will be obtained using standard surveying techniques and does not include determination of underground utility alignment which are not vertical and horizontal straight lines between two (2) known visible and accessible points such as manholes or inlets. VIKA Capitol, LLC will send out requests for plans of existing utilities near the project. Any existing utility company plans returned to our office will be added to the existing conditions plan and site plans. Any proposed gas, electric and telephone drawings provided to our office (lines outside the surrounding building) will be added to our plans. Not included in this survey is the use of detectors, subsurface excavation or recovery and opening of utility features which are welded or not accessible for either security reasons or require use of special tools not readily available to the general public. (This will be considered an additional service).

BOUNDARY INFORMATION SHOWN HEREON WAS OBTAINED FROM OFFICIAL CITY RECORDS. PROPERTY LINE DIMENSIONS FROM OFFICIAL RECORDS MAY NOT NECESSARILY AGREE WITH THE ACTUAL MEASURED DIMENSIONS. ALL PROPERTY LINES IN THE DISTRICT OF COLUMBIA ARE SUBJECT TO CHANGE BY THE OFFICE OF THE SURVEYOR, DISTRICT OF COLUMBIA.

A "SURVEY TO MARK" SHALL BE PERFORMED PRIOR TO ANY INITIAL DEMOLITION OR NEW BUILDING CONSTRUCTION.

2. Survey to Mark \$7,000

VIKA Capitol, LLC will prepare a "Survey to Mark" in a format for recordation in the Office of the Surveyor for the District of Columbia.



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3. Survey to Mark Processing for Approval & Meetings.....Hourly, Budget \$1,500

Under this line item, our staff will attend all required Survey to Mark coordination meetings with the Office of the Surveyor review staff, and address any comments and/or revisions to the Survey to Mark from said staff on an hourly basis.

4. ASCE Quality Level B Utility Investigation & Mapping Utility Location Services
Field WorkTo Be Negotiated
Office Coordination.....To Be Negotiated

VIKA Capitol, LLC will engage A/I/DATA or another utility location firm to conduct a utility field investigation in an attempt to locate underground lines in an area of interest on the property and within the DC right of way along the public streets.

The Area of Interest is located within the Client's larger project area but the utility location activity will only deal with the Area of Interest. This proposal includes efforts and fees to electronically locate, survey and map underground utilities within the Area of Interest. A/I/DATA will field investigate all non-gravity dependent utility systems shown on the record drawings that are included within the Area of Interest.

A/I/DATA will field investigate all utility systems shown on the Record Documents that are included within the Area of Interest. Visible surface features and appurtenances of subsurface utilities found within the Area of Interest will be located. Using appropriate surface geophysical methods, A/I/DATA will search for detectable indications of the location of anticipated subsurface utilities. A/I/DATA will also conduct grid sweeps for all utilities along one or more transects through the Area of Interest. If needed in the judgment of the field investigator, the transects will be run along intersecting grid lines throughout the Area of Interest. Locations that can be validated will be marked or targeted using paint, flags or other devices that are color coded according to the APWA/ULCC Uniform Color Code. This line item does not include test holes (ASCE Quality Level "A" locating).

Test holes will be needed to determine utility depths/elevations and may be needed to confirm horizontal locations. A separate proposal for any test hole services that may be required will be submitted following completion of the designating phase of the project.

Utility locations, survey and mapping will be provided in two (2) dimensions (horizontal plan view); therefore, the depths of utilities cannot be discerned with this scope. If during the design phase the need arises for any test holes to be performed and those services are not included within the scope of this agreement, a separate proposal for those services will be prepared. The information that VIKA Capitol, LLC will furnish constitutes only its best estimates based on the information available to it at this point in time. Should the scope of the project change, or field conditions unknown to it at this time warrant, VIKA CAPITOL, LLC will require additional compensation from the Client for appropriate additional work.



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As part of its Quality Level B Utility Investigation and Mapping services, VIK Capitol, LLC will identify the Area of Interest, provide A/I/DATA with known existing conditions, proposed site and topographical base plans, in auto CAD format, if available, and incorporate utility locations into the final base site plan and survey. VIK Capitol, LLC will also review the locations with respect to potential new utility crossing conflicts and indicate the horizontal location on the profiles.

5. Consolidation Plat \$1,800

Our office will prepare a consolidation plat (to subdivide Lots 18, 19, 20 and 21 and create 2 separate lots) and will submit the plat to the Office of Surveyor for the District of Columbia.

CONSTRUCTION DOCUMENTS

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

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

7. Preliminary Design Review Meeting (PDRM) Plans and Coordination & Streetscape Design\$1,250

Our office will setup and coordinate a DDOT preliminary design review meeting with DDOT and your consultants. Our office will prepare exhibits for the attorney use in setting up a public space committee hearing as required for the driveway entrances.

8. Preliminary Design Review Meeting (PDRM) Meetings and Public Space Committee Hearings.....Hourly, Budget \$2,500

Our office will attend the PDRM meeting and any public space committee hearings as requested.

9. Green Area Ratio (GAR) Design (If Required)\$3,000

Since the stormwater is anticipated to drain into Canal Park and the Park's desire for additional stormwater, we will meet with the Office of Planning to obtain a waiver for the GAR requirements. If a waiver is not obtained, as required by DCRA, VIK Capitol, LLC will prepare the final GAR Exhibits and computations for the project. Our staff will coordinate this work with your office, the architect, and the landscape architect. Once computed, we will add the exhibits and computations to our plans for the permit expediter for submit and process for approval at DCRA/DOE.



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10. GAR Processing.....Hourly, Budget \$1,000

As part of the GAR approval process, our staff will address the permit review comments and coordinate with DCRA & DOE Staff, the consultant team, and your office accordingly.

11. Detailed Site Plan for Building Permit.....\$20,000

Our staff will prepare detailed final site plan for the new buildings and street design, and will include all civil engineering related items. These will include roadways, sidewalks, driveways, curb cuts, utility connections, along with the necessary computations, details and profiles. This line item also includes coordination with your architectural staff, D.C. Department of Transportation, and your MEP Engineers. This line item does not include any off site water main or sewer extensions that DC Water may require for the site.

12. Stormwater Management Design.....\$4,000

VIKA Capitol, LLC assumes that a majority of the stormwater management and quality controls will be handled by drain the roof's stormwater to the existing piping that serves the cisterns for Canal Park to the west and this will meet the Districts new stormwater management regulations. This fee also includes covenant preparation and processing through DCOAG and DOE as well as SWPPP preparation. Our office will assist in preparation of documents for filing the site with EPA (NOI) if required.

13. Public Right-of-Way (PROW) Stormwater Management Plan (If Required).....\$7,000

In accordance with the new requirements of the District of Columbia, our staff will design off-site stormwater management facilities (i.e. streetscape bioretention) for the portion of land-disturbing activity that is in the existing Public Right of Way (PROW) treated independently of the on-site area. This shall be done in conformance with the "Maximum Extent Practicable" (MEP). This line item includes our fee for that design, with structural details by others. This fee also includes covenant preparation and processing through DC OAG and DDOE. This line item does not include any geotechnical investigation for the site.

14. Soil Erosion & Sediment Control Plan\$3,000

Soil erosion and sediment control plans will be prepared in accordance with the D.C. Department of the Environment standards. These plans will detail temporary construction techniques to be employed by the contractor to ensure that adjacent properties are not damaged by erosion or siltation.



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15. Building Plats (For Building Permit and Sheeting & Shoring Permit)\$3,000

VIKA CAPITOL, LLC will draw the sheeting and shoring on the DC building plat that is ordered from the DC Surveyors Office by your permit processor. This plat is required as part of the building permit submission.

VIKA CAPITOL will also draw the building on the DC building plat that is ordered from the DC Surveyors Office by your permit processor. This plat is required as part of the building permit submission.

16. Landscape/ Hardscape Plan CoordinationHourly, Budget \$2,500

VIKA Capitol, LLC will coordinate with the landscape architect to adjust the landscape / Hardscape plan and will coordinate it into the set of design drawings. We will work with your final landscape/hardscape consultant to insure the required plan is coordinated with the civil site plan.

17. Public Space Exhibit\$2,000

Under this line item, our staff will prepare the exhibits required by DC Department of Transportation (DDOT) for the Public Space Permits for surface features and subsurface feature for the roadways and building plan.

18. Specifications.....\$2,000

Our staff will prepare complete Division II construction specification for the civil engineering divisions as they apply to the drawings prepared by VIKA CAPITOL. We will coordinate with you on the format for these specifications, and will supply you with either a hard copy or a disk. The earthwork specifications section will not be prepared by our office and shall be prepared by your geotechnical consultant.

19. LEED Coordination.....Hourly, Budget \$3,000

VIKA Capitol, LLC will coordinate with the design team on any Civil Engineering related LEED aspects of the project. Additionally, it is anticipated that VIKA Capitol will be asked to submit to the USGBC through the LEED Online interface documentation showing achievement of several LEED NC or CS points. Typically, these points include SS Credit 6.1 - Stormwater Design: Quantity Control, and SS Credit 6.2 - Stormwater Design: Quality Control.



20. Dry Utility Coordination.....Hourly, Budget \$3,000

Steve Richter and Associates or Utility Professional Services, Inc. will be retained by your office to handle the design services related to all other of the utilities affected by this development, including gas, electric, telephone, cable and fiber optic. Under this line item, our office will coordinate with their staff as well as provide a CAD base sheet for their use in preparing their design plan. Under this line item, we will provide those services with an hourly as-required basis.

21. Plan Approval Processing & Meetings.....Hourly, Budget \$8,500

It is understood that your office or your Permit Expeditor will be processing all building and site related permits. Under this line Item, we will be available for assistance/consultation related to our plans and will assist in processing our plans for approval. This will include: Our office will provide plans to the Permit Expeditor for their submission of the Soil Erosion/Sediment Control Plan and Stormwater Management Plan through the District Department of the Environment (DDOE). Our staff will then track the review process and resubmit directly to DDOE for final approval to address any comments that may arise during their review. Once the plans have been approved by DDOE, the Permit Expeditor will retrieve the approved plans and further process them for Permit through DCRA (pay review fees and record SWM Covenant); Our office will submit and track our Site Utility Plan through to DC WATER's Technical Approval for any new water meter locations, storm drain, water and sanitary sewer connections to DC WATER's utilities. Once the plans have received Technical Approval by DC WATER, the Permit Expeditor will retrieve the plans and further process the plans through DC WATER to obtain the Water & Sewer Availability Slip; Our office will provide plans to the Permit Expeditor for submission to DDOT for all design and Public Space Permits as necessary.

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

22. DC Water Coordination.....Hourly, Budget \$7,500

VIKA Capitol, LLC will coordinate with DC Water and your plumbing engineer to determine the type of water and fire meter connections (inside vs. outside the building). Under this line item, VIKA Capitol will request a fire hydrant flow test once the required fee is provided to our office. VIKA Capitol, LLC will submit to DC Water the required meter location letter and the water forms (to be prepared by the plumbing engineer).

23. Traffic Control Plan Design for the Overall Site.....\$3,000

VIKA Capitol, LLC will prepare a Traffic Control Plan (TCP) for the overall proposed project in coordination with your contractor. This line item does not cover a TCP for the utility connections or submitting or processing the TCP through DDOT.



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24. Final Construction Documents Site and Utility Plan.....\$2,500

Our staff will make final changes to our drawings after DOE and DC Water approval to meet any architectural or MEP changes. This line item also includes final coordination with your architectural staff, D.C. Department of Transportation, and your MEP Engineers.

CONSTRUCTION ADMINISTRATION

**25. Construction Administration / RFI's and Shop Drawing Review.....
.....Hourly, Budget \$8,000**

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

26. As-Built (Onsite Stormwater Management) N/A

VIKA Capitol, LLC assumes a stormwater management facility as-built will not be required.

**27. Stormwater Management As-Built (Public Right-of-way Facilities, if Required).....
.....\$3,000**

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



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REIMBURSABLES

ME. Printing, Plotting & Messenger..... Per Rate Schedule

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

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

FEES

Total Lump Sum.....\$68,850
Total Hourly Sum.....\$37,500

TOTAL \$106,350
(Total Does Not Include line item #4, #26 and Reimbursables)

EXTRA WORK

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

- floodplain studies
- signalization plans
- permit acquisition with DDOT
- design of Verizon and PEPCO facilities
- gas line design
- structural design of retaining walls
- wetland studies
- CBPO coordination
- construction stakeout
- construction management
- temporary parking studies/plans
- revisions or changes as requested by the owner or architect after final submission
- revisions necessitated by a change in the approving agencies' codes, policies or guidelines
- off-site storm sewer, waterline, road, or sanitary sewer design, plats or plans, not



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- specifically listed above
- geotechnical engineering, materials testing, soil borings or analysis, location of underground utilities
- plan review fees
- recordation fees
- preparation of an environmental site assessment
- design or computation revisions due to amendments/changes in regulatory criteria
- any wetlands or hazardous materials delineation, review, analysis, design or coordination with state or Federal agencies
- test pit stakeout
- landscape wall design and permitting
- sanitary sewer capacity or water model analysis
- bond updates
- acoustical engineering or archeological studies
- culvert analysis, or design to provide adequate outfall
- any proffer interpretation requests or exhibits
- FAA coordination/approval
- Coordination with the office of the DC Surveyor or a registered DC surveyor to prepare a wallcheck survey as required by the DC Code in advance of placing concrete associated with the foundation.
- TCP for utility installation
- condo plats

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

We look forward to working with you on this project. If this proposal and the enclosed Attachments A & B, dated February 2015, are acceptable and outline our complete agreement, please signify your acceptance by signing in the space provided and returning a copy to our office. This document and Attachments A & B, dated February 2015 will then constitute our complete agreement.

Thank you for the opportunity to present this proposal.

Sincerely,
VIKA CAPITOL, LLC



Kyle U. Oliver, PE
President

KUO / rafs

Enclosures: Attachments A & B, dated February 2015



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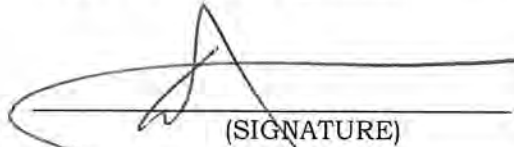
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ACCEPTANCE

We, **Urban Atlantic LLC**, in consideration of the terms and conditions of this proposal which are fully set forth herein, including Attachments A and B, dated February 2015, do hereby accept these documents as our complete agreement.

ACCEPTED BY:


(SIGNATURE)

DATE: 3/4/2015

PRINT NAME:

Dan McCabe

TITLE:

VP

ACCOUNTING CONTACT

NAME:

Ailsa Giles

E-MAIL:

agiles@urban-atlantic.com

PHONE:

301.280.6626

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EXHIBIT G



LANDSCAPE ARCHITECTURE | PLANNING | URBAN DESIGN | GRAPHIC DESIGN

March 17, 2015

LETTER OF AGREEMENT BETWEEN:

Dan McCabe
Urban-Atlantic
7735 Old Georgetown Road
Suite 600
Bethesda, Maryland 20814
301.280.6600
DMcCabe@urban-atlantic.com

Hereinafter referred to as the CLIENT

AND

STUDIO39 Landscape Architecture, P.C.
6416 Grovedale Drive, Suite 100-A
Alexandria, Virginia 22310
703.719.6500

Hereinafter referred to as STUDIO39 or S39

Re: Proposal for Landscape Architectural Services for **SQUARE 769 NORTH** located in
Washington DC
STUDIO39 Job No. M15527

Mr. McCabe:

STUDIO39 is pleased to provide this proposal for landscape architectural services for **SQUARE 769 NORTH** located on L Street S.E. in the District of Columbia. The scope of services outlined herein will allow STUDIO39 to create the vision you are seeking for this project. We believe that our experience and design creativity will bring a unique value to your design team. As you will see within our proposal, we have put together a landscape architectural team of idea-based professionals to provide you with the highest level of creativity and service for this important project. To achieve this objective, STUDIO39 will work closely with the CLIENT and team consultants to coordinate and design the project as follows.

■ ■ ■

A. PROJECT UNDERSTANDING

Our understanding of the project is based on the associated materials as received from the CLIENT on March 6, 2015. STUDIO39 shall provide landscape architectural services for the building. The areas described in 'Work Program' below describe the areas of landscape architecture scope.

B. WORK PROGRAM

STUDIO39 shall provide landscape architectural design services for the areas described below. Pool engineering, structural design, and irrigation shall be provided by outside consultants and their fee is not included in this contract. (For landscape lighting, please see the section "Aesthetic Lighting Design" under Project Responsibilities.)

- **Streetscapes and 1st Floor Planters** – The frontage design along L Street, 2nd Street SE, and a street located to the east of the building. Raised planters that define private patio spaces along L Street and along the street to the east will be included. The frontage will include a vehicular access with curb cuts. Attention will be given to promote a pedestrian-friendly environment within the abundance of paving materials.
- **Dog Park** – The design of a dog park along the east side of the building at ground level.
- **Pocket Courtyard Area and Pool** – The design of the treatments for a small courtyard area located within the 2nd floor. The courtyard includes small private patios associated with the adjoining units, as well as a common space for all residents. Elements of what the common space is to include will be determined with the CLIENT.
- **10th Floor Rooftop Pool and Amenity Area** – The design of a rooftop amenity area adjacent to the Clubroom and Fitness Center, as well as the design of a rooftop pool area. No public access to the roof area is anticipated. The pool design (shape) will be done by STUDIO39, but the pool itself shall be by others.
- **Service Alley** – The aesthetic design of the alley pavement finishes (as necessary) and detailed site grading to be coordinated with the Civil Engineer and Architect.

C. PROJECT RESPONSIBILITIES

As Project Landscape Architect, it is anticipated that STUDIO39 would be responsible for the following scope of services:

Hardscape and Layout Design

- The design and documentation of the hardscape for the work program described above. This hardscape documentation is anticipated to include plans, details, schedules and specifications for paving, fences, planter walls, rails, and site furnishings such as benches, trash receptacles, urns, etc. Design will be focused on aesthetic intent but will also respect maintenance requirements and lifecycle costs.
- STUDIO39 will be responsible for providing the information depicting the limits of all paved areas and hardscape elements within their limits of work and the layout geometry for the same elements. It is assumed that establishing the horizontal and vertical controls as well as fixing all building locations will be the responsibility of the civil engineer. Vehicular paving section design to be prepared by civil engineer with the incorporation of all finish materials (ex. vehicular pavers) designed by STUDIO39. STUDIO39 will work with the project team to make sure these scopes are coordinated. STUDIO39 shall also provide layout design for all horizontal elements designed by STUDIO39. Dimensions and engineers' coordinate system (if available) shall be used to locate site elements as they relate to the architecture and site.

Grading Design/Coordination

- The fine grading of the landscape and hardscape surfaces for the work program described above. These plans will establish the grading and drainage patterns based on elevations established in conjunction with the project civil engineer. Associated piping will be located and coordinated with Project MEP and Civil Engineer and integrated into the site's storm water system/design. Drainage pipe sizing by others. STUDIO39 shall indicate tie-ins to the civil engineers' master drainage system at ground-level areas.

Landscape Planting Design

- The design and documentation of all proposed exterior landscape planting areas of the project. The landscape documentation is anticipated to include plans, details, schedules and specifications for all tree, shrub, groundcover and perennial plantings. The location of seasonal color (i.e. annuals) will be shown on the plans and the specific seasonal color plant material will be indicated on the plant schedule. STUDIO39 will develop an appropriate plant palette primarily comprised of materials appropriate to the region that will complement the architectural style. Design will be focused on aesthetic intent but will also respect maintenance requirements, soil and light conditions, environmental responsibility and horticultural viability. Please note that no interior landscaping is included in this proposal.

Landscape Irrigation Design

- CLIENT'S irrigation contractor or irrigation designer shall prepare irrigation plans and specifications. Irrigation designer design fee is not included in this contract. STUDIO39 will review the irrigation to ensure that the fixture layout and coverage will be focused on horticultural requirements and will be zoned to address operational requirements as well as conservation of water.

Aesthetic Lighting Design

- Working with the civil engineer, electrical engineer, and architect, STUDIO39 will be responsible for the selection of site and pedestrian lighting. STUDIO39 will work with the project electrical engineer to develop the pool deck illumination requirements per local health code and prepare a photometric plan to meet such requirements. It is understood that the electrical engineer will be responsible for preparing the construction documents related to site and pool deck lighting, including power distribution, though STUDIO39 shall work closely with the electrical engineer to coordinate light locations with the landscape architectural design.

Audio Design

- As project Landscape Architect, STUDIO39 will not be responsible for design of the site audio system with the exception of coordination to integrate the speaker elements into the overall area development base. It is assumed that the entire system including head-end equipment will be specified by others.

Environmental Graphics

- As project Landscape Architect, STUDIO39 will not be responsible for environmental graphics or site signage under this agreement with the exception of coordination to integrate the elements into the overall site design. It is assumed that all signage elements, including their related structural and power requirements, if any, will be prepared by others and all associated power distribution will be documented by the project electrical engineer. Please note STUDIO39 does provide environmental graphics and signage design services and such services can be provided upon request of the CLIENT.

D. SCOPE OF SERVICES

STUDIO39 will provide full design and construction documentation services for the hardscape and landscape portion of the project. Civil engineer, architect, structural, mechanical, electrical, plumbing engineering and other consultant design services will be provided by CLIENT.

STUDIO39 anticipates efforts on this project will proceed through the following steps:

- Step 1 – Public Realm Design Process (*billing group 001*)
- Step 2 – Permit and Pricing Documents (*billing group 002*)
- Step 3 – Construction Documents (*billing group 003*)
- Step 4 – Construction Administration (*billing group 004*)
- Step 5 – Miscellaneous Additional Services

Step 1 – Schematic Design (billing group 001)

The scope of work associated with Schematic Design (SD) will begin upon CLIENT's notice to proceed and will be based upon the approved PUD drawings. During this phase the STUDIO39 will focus on design refinement, finalizing all significant design decisions, and addressing the needs of the Public Design Review Meeting (PDRM) and Public Space Committee meeting. Budgets for all areas described in the Work Program above are to be provided to STUDIO39 before this phase of work begins.

For the hardscape, landscape and associated responsibilities listed and described in section 'A' above, the drawings prepared in the SD phase will be produced to the level of refinement and detail necessary for milestone printing & distribution.

This step will include colored plans, elevations and sketches to depict landscape and hardscape treatments for all areas of this project. The step shall consist of the following tasks and deliverables:

- Preparation of one (1) design for use in both the PDRM submission and the building permit. The Public Realm Design Process which includes Public Design Review Meeting (PDRM) and Public Space Committee exhibits. Plans for this landscape architecture scope will refine the shape and character of the landscape and amenities package for all of the areas described above.
- Development of an appropriate plant palette that reflects consideration of indigenous species, water consumption, soils materials, maintenance requirements.
- Collection of photo reference images that visually describe the design intent.

- Preparation of sketches, sections and elevations as necessary to convey design intent.
- Coordination with CLIENT and other team members to maintain up-to-date information as the project evolves.
- It is anticipated that STUDIO39 will attend three (3) design team meetings in the DC metropolitan area, as well as one (1) sit-down meeting with the Office of Planning.

Any and all minor revisions to these milestones drawings will be captured and documented in the next established sequential milestone drawings. Significant changes in scope and/or design originating from CLIENT, Owner, jurisdictional staff comments, other team consultants' changes or other sources will be billed in accordance with section 'F' Additional Services below for a negotiated fee. It is assumed that any additional design work necessitated by dramatic changes to the scope of work or budgets following the completion of this step will be considered additional services for which STUDIO39 will be compensated. These drawings shall not be used for construction implementation.

Step 2 – Permit and Pricing Documents (billing group 002)

The scope of work associated with the Permit and Pricing Documents will begin upon approval of PUD documents and receipt of CLIENT's written notice to proceed. The drawings are intended to build on the content of that package. During this phase, the focus of our work will be to finalize all significant design decisions. Budgets for all areas described in the Work Program above are to be provided to STUDIO39 before this phase of work begins.

The specific tasks and deliverables associated with this step are generally as follows:

- Preparation of DD level Fine Grading/Drainage Plans – These plans will begin to establish the grading and drainage patterns from the building edge to the back of curb/property line based on finished floor site elevations established by the project civil engineer and building finished floor elevations established by project architect.
- Preparation of DD level Layout Plans – These plans will start to establish horizontal dimensions between exterior design elements proposed by STUDIO39.
- Preparation of DD level Hardscape Plans – These plans will establish the limits of hardscape by delineating the extents of each paving type and pattern. Coordinated with the paving information will be the location of all related hardscape elements including (but not limited to) curbs, ramps, stairs, walls, rails, lights, benches, trash receptacles, planter urns, trellises, etc.

- Preparation of DD level Hardscape Details – These plans will be prepared as a preliminary mock-up for the Construction Document set and should identify all anticipated details that will be required to convey the information to the Contractor.
- Preparation of DD level Landscape Plans – These plans will establish the limits of shrub and sod within the landscape area of the project, as well as identify the locations of all trees.
- Exterior Landscape Lighting Plan – These plans will show the proposed location of fixtures together with manufacturer's cut sheets (for use by the electrical engineer in the preparation of their site electrical plans). Services include the selection and location of the project's landscape lighting for all landscape areas (pool decks, vehicular/pedestrian areas). Project electrical engineer to provide site service size for use by lighting consultant when selecting fixtures.
- It is anticipated that there will be one (1) milestone submittals during this phase.
- It is anticipated the STUDIO39 will attend design team meetings in the DC metropolitan area. Two (2) meetings and one (1) presentation are included in this phase, for a total of three (3) meetings. Additional meetings shall be billed hourly at their respective hourly rates as described in Attachment "A".

Any and all minor revisions to these milestones drawings will be captured and documented in the next established sequential milestone drawings. Any and all changes in scope and/or design originating from CLIENT, Owner, jurisdictional staff comments, other team consultants' changes or other sources will be addressed in the Construction Document (CD) phase.

At the conclusion of the Design Development Phase, it is anticipated that the package will be the equivalent of 60% Construction Documents. It is assumed that any additional design work necessitated by dramatic changes to the scope of work or budgets following the completion of this step will be considered additional services for which STUDIO39 will be compensated. Dramatic changes would be defined as those which impact the project design and result in multiple sheets within the documents being revised, or impact the detailing of the project and result in the modification of existing details or the generation of new details to explain the construction of new elements within the design.

Step 3 – Construction Documents (billing groups 003)

The scope of work associated with the Construction Document (CD) phase will begin upon receipt of feedback regarding the Permit and Pricing deliverables and is intended to build on the content of that package. During this phase, the focus of STUDIO39's work will be to finalize all coordination issues with other design disciplines and to clearly identify, qualify and quantify the scope of work to be implemented by the Contractor. The specific tasks and deliverables associated with this step are generally as follows:

- Preparation of CD level Fine Grading/Drainage Plans – Proposed elevations of all hardscape and landscape areas will be provided along with a secondary drainage system which will be connected to the civil engineers' storm system.
- Preparation of CD level Layout Plans – These plans will establish horizontal dimensions between exterior design elements proposed by STUDIO39.
- Preparation of CD level Hardscape Plans – These plans will clearly define and dimension the limits of each paving type and pattern. Coordinated with the paving information and referenced to the detail sheets will be the location of all related hardscape elements, pavement interfaces and site furnishings. Paving materials for vehicular and pedestrian areas shall be selected by STUDIO39, but details documenting proper installation over sub-grade will be the responsibility of the project civil engineer or structural engineer, depending on location. An irrigation sleeve plan will be included in the drawings.
- Preparation of CD level Hardscape Details – These plans will be prepared as required to convey the detailed information the Contractor will need to correctly bid and install the hardscape elements. Detailing of vehicular paving areas to be responsibility of project civil engineer.
- Preparation of CD level Landscape Plans – These plans will establish the limits of shrub and sod within the planter areas of the project, as well as identify the locations of all trees. Planting plans shall show individual locations of trees, shrubs, and large ornamental grasses. Small ornamental grasses, perennials, and annuals shall be shown graphically as areas. Planting plans shall indicate species abbreviation corresponding to plant schedule and quantity. Plant schedule will indicate plant botanical and common name, quantity, root types, size, and individual remarks (e.g. color, bloom period).
- Preparation of CD level Landscape Details – These plans will be prepared as required to convey the detailed information the Contractor will need to correctly bid and install the landscape elements.
- Preparation of notes, schedules and specifications applicable to landscape architecture discipline as required further clarifying and defining the Contractor's scope of work.

- It is anticipated that there will be three (3) milestone submittals during this phase at 75%, 95% and 100% completion.
- It is anticipated that STUDIO39 will attend design team meetings. Two (2) meetings are included in this phase. Additional meetings shall be billed hourly at their respective hourly rates as described in Attachment "A".

It is assumed that any additional design work necessitated by dramatic changes to the scope of work or budgets following the completion of this step will be considered additional services for which STUDIO39 will be compensated. Dramatic changes would be defined as those which impact the project design and result in multiple sheets within the documents being revised, or impact the detailing of the project and result in the modification of existing details or the generation of new details to explain the construction of new elements within the design.

Step 4 – Construction Administration (billing group 004)

During the construction period, STUDIO39 will support the Design Team in verifying that installation is consistent with design intent and contract documents, as well as general quality control review. It is anticipated that our involvement in this phase will include the following tasks:

- Throughout the course of the construction period, STUDIO39 will remain available for off-site Construction Observation. Tasks associated with this are anticipated to include review and approval of the required shop drawings, submittals and samples.
- During the course of construction, the STUDIO39 team suggests three (3) visits to the site to observe the progress of hardscape and landscape installation. These trips will be scheduled at appropriate times during the construction process. If possible, it may be beneficial to coordinate these trips to coincide with routinely scheduled construction progress meetings with the Team. Following each site visit, STUDIO39 will prepare a Field Report. STUDIO39 suggests two (2) additional visits to perform the substantial completion walk-through and final inspection and prepare reports for each. At total of five (5) visits minimum is recommended. This section of the contract will be billed hourly.
- Participation in coordination meetings via telephone conferencing during the construction period for the design work performed by STUDIO39.

Step 5 – Miscellaneous Additional Services

Work in the nature of "extra work" or any changes in the character or the scope of work beyond the contract terms specified herein, will be agreed upon and identified prior to the initiation of the additional service task and will be billed on an hourly basis, based on our current billing rates (see Attachment "A").

E. SCHEDULE

STUDIO39 is prepared to begin work on this project immediately upon receipt of authorization to proceed. As a member of the design team we will work within the team to help achieve all project milestones.

F. ASSUMPTIONS AND CLARIFICATIONS

Based on the information available to date, this proposal is being submitted under the following assumptions.

- STUDIO39 will be provided with a copy of all existing landscape, irrigation and hardscape plans.
- STUDIO39 will be provided with project installation budget and project phasing.
- STUDIO39 assumes the CLIENT has access to all documentation of existing conditions and can provide such information to STUDIO39 for our use. STUDIO39 does not anticipate performing as-built services or anticipate having to verify as-built information as to their accuracy.
- STUDIO39 shall be provided with all base information needed to prepare our working construction documents in AutoCAD format. This includes existing and proposed information on the following, but is not limited to: road right-of-way, topography and spot grades, vegetation with specific specimen trees located, site line triangles, utilities, easements, site plans of parcels adjoining site, demolition plan, stormwater management facilities (wet ponds, dry ponds, sand filters, etc.) and architecture floor plans and elevations. STUDIO39 will determine species during a site visit.
- STUDIO39 will be provided with a current topographic survey of the project area in both hard copy and digital format during the conceptual design phase.
- STUDIO39 will be provided with current aerial photos of the site, if available.
- STUDIO39 will be provided with a current soils and geotechnical report.
- STUDIO39 may be required to coordinate the PUD deliverable content with respect to landscape architecture scope with the Project Architect's electronic CADD format, page setup, title block, etc. to be consistent with the consolidated PUD package.
- STUDIO39 will not be responsible for electrical or structural engineering. STUDIO39 will be provided with engineering support for miscellaneous site walls, paving, foundations, etc., by the project structural engineer. All site walls over two feet (2') in height shall require the review of a structural engineer. Structural engineer's fee is not included in this contract. STUDIO39 can facilitate the coordination with a structural engineer, should their services deemed necessary.

- STUDIO39 will not be responsible for providing professional photography, 3D imaging or model making.
- STUDIO39 will not be responsible for performing environmental science or wetland biology services.
- Other team consultants shall be responsible for the preparation of their drawings and liability for the information presented on their drawings/specifications.
- The pool engineer's scope of services is to be based on the final pool sizes to be determined for the Work Program above.
- Roof top and/or above structure landscape areas' waterproofing, structural slab anchoring, internal structural components of all planter walls and site elements associated with the rooftop pool area shall be designed and detailed by others and is not included in this contract.
- STUDIO39 assumes this project is anticipated to be designed for LEED.
- STUDIO39 does not anticipate having to prepare any additional plans for jurisdictional governmental submittals beyond the plans anticipated in this proposal. Preparation of the plans represented in this proposal outside their normal sequence and timing of preparation is not included and would be considered additional services.

G. FEES AND REIMBURSABLE EXPENSES

STUDIO39 will complete the scope of the work outlined above in Steps 1 through 4 for the fixed professional fees as listed below, not including reimbursable expenses.

Step 1 – Schematic Design (billing group 001)	\$ 12,000
Step 2 – Permit and Pricing (billing group 002)	\$ 29,000
Step 3 – Construction Documents (billing group 003)	\$ 26,000
TOTAL DESIGN SERVICES FEE:	\$ 67,000

Step 4 – Construction Administration Services (billing group 004) – Will be billed on an hourly basis, based on our current billing rates (see Attachment "A"). CA services are estimated to be in the range of \$9,000 to \$14,000, at this time.

Step 5 – Miscellaneous Additional Services will be billed on an hourly basis, based on our current billing rates (see Attachment "A"). See Section "H" Additional Services for clarification.

The specified total contract fee has been allocated in a manner that, at this time, conceptually illustrates the contract's distribution of design fee. Unused fee in a particular contract section shall be re-allocated in the remaining/uncompleted contract sections.

Subconsultant Services

Structural engineering, mechanical engineering, electrical engineering and plumbing engineering of hardscape details is anticipated to be provided by the respective project team engineers, and are not included in our fees.

Subconsultant fees not a part of this proposal include but are not limited to: pool engineer, graphic designer, rockwork design specialist, biologist, directional signage package, geotechnical engineer, wetland/ecological engineer, and soils management. Related consultants shall be brought on board only after written approval has been received from the CLIENT.

Reimbursable Expenses

Other direct expenses incurred by STUDIO39 solely in the interest of the project not included in the professional fees listed, include authorized "extra work" beyond the scope outlined shall be reimbursable and billed separately from the contract fee. Reimbursable expenses shall include, but not be limited to: printing, oversize plotting, copies, photography, filing fees, special studies, in-town and out-of-town travel, couriers and costs for subconsultants. Reimbursable expenses billed to CLIENT shall include a 15% service fee for processing.

Billing

Billings will be based on either the fee stated in the proposal, or if not a fixed fee, on actual hours expended at the standard rates as stated above. Invoices will be submitted by STUDIO39, from time to time, and shall be due and payable within 30 days upon receipt. If at any time an invoice remains unpaid in excess of thirty (30) days from the date of the invoice, a service charge of 1.5% (one and one half percent) will be charged on the unpaid amount at the end of the month and each month thereafter until the unpaid amount, including all service charges is paid in full.

The CLIENT hereby agrees that the balance as stated on the billing from STUDIO39 to CLIENT is correct, conclusive and binding on the CLIENT unless CLIENT, within fourteen (14) days from the date of the invoice, notifies STUDIO39 in writing of the particular item that is alleged to be incorrect. The CLIENT agrees to pay when due that portion of the invoice not in dispute.

A service charge will be added to delinquent accounts at the rate of one and one half percent (1.5%) per month on the outstanding amount at the end of the month and each month thereafter until the outstanding amount, including all service charges is paid in full.

In the event any invoice or any portion thereof remains unpaid for more than sixty (60) days following the invoice date, STUDIO39 will stop work on the project until payments are current. No final plans will be released until payment has been made for all outstanding invoices. Work will commence upon receipt of payment for the delinquent invoice(s). STUDIO39 may also initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorneys' fees and other expenses related to the proceeding. Such expenses shall include, but shall not be limited to, the cost, determined at STUDIO39's normal hourly billing rates, of the time devoted to such proceeding by its employees.

These billing rates here within are valid through January 1st, 2011 at which time they will be revised to reflect the current rates. Hourly personnel rates and upset amounts will be adjusted twice annually based on changes in our personnel and their compensation.

H. ADDITIONAL SERVICES

Work in the nature of "extra work" or any changes in the character or the scope of work beyond the contract terms specified herein, will be performed only after confirming the new scope of work to the CLIENT in writing and will be billed on an hourly basis according to our current hourly rates (see Attachment "A") or a negotiated lump sum fee.

STUDIO39 will require CLIENT approval as we complete each step in the work process. Should revisions or changes be necessary after work steps have been approved and completed, STUDIO39 will make the required modifications as "extra work" on an hourly basis. For such additional services as may be required beyond the scope outlined, STUDIO39 will be compensated on the basis of the hourly rates outlined in the Attachment "A" plus reimbursable out-of-pocket expenses.

Any changes made (either architectural, engineering or by the CLIENT) beyond design development will be charged to the CLIENT on an hourly basis.

Miscellaneous Additional Services will include, but not be limited to the following:

- Changes in the Scope of Services.
- Changes made in response to program changes.
- Changes due to error of contractor during construction.
- Changes due to error of survey information and/or other consultants'
- Design modifications requested by the Client subsequent to prior approval.

I. GENERAL CONDITIONS

STUDIO39 will design in compliance with laws, codes, and ordinances in effect at the time of the signing of the contract. STUDIO39 is not responsible for the means, methods or appropriateness of the installation procedures undertaken by any contractor or for job site safety. There are to be no substitutions of equipment or specified products by anyone without STUDIO39's specific written approval.

STUDIO39 will consider all information supplied by the CLIENT as accurate and correct. Extra work required due to inaccurate, incorrect or incomplete information supplied by the CLIENT shall be completed on an hourly basis.

STUDIO39 will hold CLIENT or his representatives responsible for determining and marking the location of any underground pipes, wires, conduits, cables or structures such as gas lines, fiber optics, irrigation or septic systems or any other items which may exist below the surface of the ground.

STUDIO39 shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form on the project site including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.

CLIENT acknowledges and agrees that proper project maintenance is required after the project is complete. A lack of or improper maintenance may result in damage to property or persons.

The CLIENT shall at all times indemnify and save harmless STUDIO39 and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, except when caused solely by negligent acts or omissions by STUDIO39.

The original documents developed by STUDIO39 under this agreement shall remain the property of the STUDIO39 whether the project is completed or terminated. STUDIO39 retains all rights, including copyrights, in its documents. STUDIO39 grants CLIENT a nonexclusive license to use, copy, and reproduce the documents in connection with the construction, repair, maintenance and occupancy of the project as described in this Agreement, provided CLIENT performs in accordance with the terms of this Agreement. CLIENT shall have the use of the design copyright specific to this project only regardless if the consultant is contracted for the additional phases of the project or not. Such license shall not be transferable except with STUDIO39's written consent, and shall become irrevocable upon payment in full of all amounts due under this Agreement. STUDIO39 shall not be responsible for changes made in the Documents by anyone other than STUDIO39 or for the Client's use of the Documents without the consent of STUDIO39 as provided in this Contract. The Client shall indemnify and defend STUDIO39 against all claims and liability arising out of such changes or such use. The Contract shall be governed by the interpreted, construed, and enforced laws of the Commonwealth of Virginia. We reserve the right to use reproductions of the documents and related materials for our own promotional interests. Reproducible copies of these documents shall be made available to the CLIENT for his use at any point during the project at his cost.

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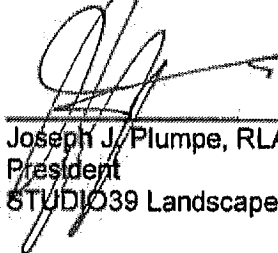
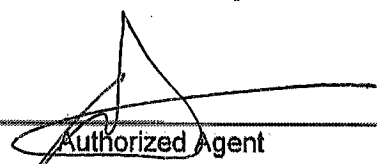
J. TERMINATION

This contract may be terminated at any time by either STUDIO39 or Client upon providing seven (7) days by notification in writing. In the event of termination STUDIO39 will promptly render to Client a final invoice and Client agrees to be liable and pay STUDIO39 for all services performed and reimbursable expenses incurred up to and including the day work is terminated in accordance with the notice required under this "Termination" section. Upon not less than seven (7) days written notice, STUDIO39 may suspend the performance of its services if CLIENT fails to pay STUDIO39 in full for services rendered or expenses incurred. STUDIO39 shall have no liability because of such suspension of services or termination due to CLIENT'S nonpayment.

K. ACCEPTANCE

If this proposal meets with your approval, please sign and date below and return an executed copy of the document to us. We will consider this agreement our legal contract.

In consideration of the terms and conditions of this proposal which are fully set forth herein, STUDIO39 and Client do hereby accept this proposal as our complete agreement.

	3/17/2015		5/16/2015
Joseph J. Plumpe, RLA, ASLA	Date	Authorized Agent	Date
President			
STUDIO39 Landscape Architecture, P.C.			

ATTACHMENT "A"

Personnel Rates

Administrative Support	\$ 40.00 per hour
Illustrator	\$ 90.00 per hour
Graphic Designer	\$ 105.00 per hour
Landscape Designer Intern	\$ 50.00 per hour
Landscape Designer I	\$ 75.00 per hour
Landscape Designer II	\$ 85.00 per hour
Landscape Architect/Designer III	\$ 115.00 per hour
Senior Landscape Architect	\$ 165.00 per hour
Principal Landscape Architect	\$ 275.00 per hour

EXHIBIT H



AIA® Document B102™ – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Capper Carollsburg Venture, LLC
7735 Old Georgetown Road
Suite 600
Bethesda, MD 20814
Telephone Number: 301-280-6602
Fax Number: 301-280-6639
Attn: Dan McCabe
Email: dmccabe@urban-atlantic.com

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:

(Name, legal status, address and other information)

Lessard Design Inc.
8521 Leesburg Pike
Suite 700
Vienna, VA 22182
Telephone Number: 571-830-1800
Fax Number: 571-830-1801
Attn: Susan Mejia, Contracts Manager
Email: smejia@lessarddesign.com

for the following Project:

(Name, location and detailed description)

PROJECT NAME: Capper Square 769N
PROJECT LOCATION: Washington, DC
LESSARD PROJECT NO.: UBA.001B.00D
High Rise Apartment Building known as Capper Square 769N located in Washington, D.C.

The Owner and Architect agree as follows.

Init.

TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

Architect shall provide to Client services as delineated in the AIA Document B-201-2007 attached and incorporated as part of this Agreement using the following program and/or parameters:

ARCHITECTURAL PROGRAM

High Rise Apartment Building

- Ten (10) stories above ground
- 110' maximum building height.
- Ground floor to be Retail with parking behind and underground levels as required to meet 0.6 cars per market rate unit.
- Unit totals 179 with 36 affordable units (max 20 unit types).
- Amenity and pool to be on 10th floor and leasing office on first floor.
- The roof will be used for mechanical only.
- Typical residential floor heights to be 9' clear, 9'-8" floor to floor.
- Structure to be 8" pour-in-place concrete.
- 20% of units to be Affordable Dwelling Units. Townhouse units to be entered directly from grade as allowed by grade.
- Average unit size to be +/- 600-700 sq. ft. average for one (1) bedroom, one (1) bath units, and +/- 800-850 sq. ft. average for two (2) bedrooms, two (2) bath units.
- Façade revisions due to revisions to amenity space, pool, main entrance to building and garage entrance.
- Phase II PUD package has been previously completed under the contract with Lessard Urban Inc. (LUI).

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. No other representations, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or other Instruments of Services of this Agreement.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

Init.

§ 1.4 Except with the Owner's knowledge and consent, the ~~Architect-Architect~~, to the best of its knowledge and belief, shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 per Occurrence/\$2,000,000 Aggregate

.2 Automobile Liability

Combined Single Limit (CSL) \$1,000,000

.3 Workers' Compensation

Statutory Limits, Bodily Injury each Accident - \$500,000, Bodily Injury by Disease (policy limit) - \$500,000 Bodily Injury by Disease (each employee) - \$500,000

.4 Professional Liability

\$3,000,000 Per Claim/\$5,000,000 Aggregate

.5 Excess/Umbrella Liability

\$5,000,000 Per Occurrence/\$5,000,000 Aggregate

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. (See attached AIA Document B201-2007 Exhibit A, § A.2.1 for identification of Owner's representative). The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Architect shall in no way be responsible for delays caused in whole or in part by the Owner's acts and omissions in this regard.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the ~~Architect~~. Upon the Architect's request, the Architect and the Architect's consultants. The Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner 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 Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided ~~provided and shall have the Architect and its consultants named herein as additional insureds.~~ (See attached B201-2007 Exhibit A for identification of Owner's and Architect's consultants).

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 The Owner has been informed of the importance of specialty consultants (See AIA Document B201-2007 Exhibit A). The Owner agrees to the following conditions:

§ 2.6.1 All contracts between Owner and Owner's consultants MUST contain a provision that provides that Owner's consultants are responsible for coordination of work with Architect and Architect's consultants.

§ 2.6.2 All contracts between Owner and Owner's consultants MUST contain a provision that provides that Owner's consultants will attend regular meetings with Architect and Architect's consultants at Architect's discretion.

§ 2.6.3 All contracts between Owner and Owner's consultants MUST contain a provision that provides that Owner's consultants will agree to coordinate their schedule with Architect in order to ensure the smooth progress of the work and the proper coordination of services.

§ 2.6.4 Owner shall complete, and submit to Architect before the commencement of the Design Development Phase, AIA Document B201-2007 Exhibit A which shall reference all consultants retained by either the Owner or the Architect for this Project. Architect shall not begin the Design Development Phase prior to receipt of a properly completed Exhibit A.

§ 2.6.5 Architect shall provide electronic files to Owner's consultants in order to assist with the proper coordination of the drawings. Architect shall assume no liability with respect to any information contained in such electronic data.

§ 2.6.6 If Owner provides the Project Manual, or any section thereof, Architect is not liable for coordination of the drawings with respect to such Project Manual, or section thereof, unless hired by Owner to provide such coordination as an Additional Services.

§ 2.6.7 Owner Agrees that these conditions are necessary for proper execution of the Contract Documents and understands that lack of compliance, may reduce the effectiveness of Architect's services and shall constitute an absolute waiver and release of any claims or causes-of-action relating to any lack of coordination or delays of any sort.

§ 2.7 Owner shall, when appropriate, hire a peer reviewer. The contract between the Owner and the peer reviewer shall contain a provision that provides that the peer reviewer will include a summary sheet with its report(s).

§ 2.8 Owner agrees to supply Architect with all outside peer review letters immediately upon receipt thereof.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall

Init.

obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, or the Owner terminates this Agreement for any reason, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all judgments, settlements, costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such judgments, settlements costs and expenses arise from the Owner's use of the Instruments of Service ~~under this Section 3.3.1-Service.~~

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all judgments, settlements, costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such judgments, settlements, costs and expenses arise from the Owner's use of the Instruments of Service.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 MEDIATION

§ 4.2.1 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~~ resolution and/or other legal proceeding. 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.

§ 4.2.2 The Owner 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. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution and/or other legal proceeding but, in such event, mediation shall proceed in advance of binding dispute resolution ~~proceedings~~ proceedings and/or other legal proceeding, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed

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for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 4.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

§ 4.3 ARBITRATION (Intentionally Deleted)

~~§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

§ 4.3.1 (Intentionally deleted)

~~§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. (Intentionally deleted)~~

~~§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. (Intentionally deleted)~~

~~§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. (Intentionally deleted)~~

§ 4.3.4 CONSOLIDATION OR JOINDER (Intentionally deleted)

~~§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s);~~

~~§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

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~~§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make 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 Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any costs and 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.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension as well as the reasonable fees, costs and expenses caused by such suspension including but not limited to, the winding down of work under this agreement during the seven days following 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.

§ 5.3 If the Owner 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 days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect compensated.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Architectural Fee: Six Hundred Fifty-Five Thousand Dollars----- \$655,000.00

<u>The above referenced flat fee is comprised of the following charges:</u>		
Phase I(A):	Schematic Design -----	\$95,000.00
Phase I(B):	Refined Schematic Design-----	\$45,000.00
Phase II:	Design Development Documents-----	\$150,000.00
Phase III(A):	Bid Set Construction Documents-----	\$365,000.00
Phase III(B):	Redline Final Construction Documents-----	Included

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Phase IV: Bidding and Negotiations----- Hourly

Specifications ----- \$30,000.00

Architectural Construction Administration Services shall be provided by another Design Professional, however limited CA services shall be required as described below:

Construction Administration (See Note 1)----- Hourly, Estimated at \$125,000.00

Construction Observation (See Note 2)----- Hourly, Estimated at \$48,000.00

Note 1: Architectural Construction Administration Services will include up to 250 hours for RFIs and up to 250 hours of Shop Drawing Reviews. Notwithstanding, all Construction Administration Services will be charged on an hourly basis in accordance with the rates in Article 6.7 of the AIA B201-2007 attached and incorporated as part of this Agreement, up to the estimated budget of \$125,000.00. Any Construction Administration Services in excess of \$125,000.00 will be considered a Change in Services pursuant to Article 3 of the AIA Document B201-2007 attached and incorporated as part of this Agreement, and Architect will be compensated at the hourly rates and for the reimbursable expenses specified.

Note 2: Architectural Construction Observation Services will include up to 24 site visits (subject to a maximum of 8 person hours per visit). Notwithstanding, all Construction Observation Services will be charged on an hourly basis in accordance with the rates in Article 6.7 of the AIA B201-2007 attached and incorporated as part of this Agreement, up to the estimated budget of \$48,000.00. Any Construction Observation Services in excess of \$48,000.00 will be considered a Change in Services pursuant to Article 3 of the AIA Document B201-2007 attached and incorporated as part of this Agreement, and Architect will be compensated at the hourly rates and for the reimbursable expenses specified.

OPTIONAL SERVICES

Revisions to PUD Submission Package (See Note 3)----- Hourly

Note 3: Fee shall be changed to fixed fee upon completion of meeting with the City.
COMPENSATION FOR CONSULTANT SERVICES:

Structural Engineering Services ----- \$156,000.00

Construction Documents----- \$132,600.00

Construction Administration ----- \$23,400.00*

* Includes 8 site visits during construction.

MEP Engineering Services----- \$201,600.00*

*Includes Construction Phase Services in accordance with Attachment D of this Agreement.

Total ----- \$1,215,600.00

The parties agree that fifty percent (50%) of the architectural design fees invoiced under this Agreement will be deferred until the earlier of closing of project financing or June 30, 2016. Owner will pay Architect interest at the contract rate in article 6.4 on all deferrals beginning 45 days from invoice date for the billing of amounts to be deferred.

See AIA Document B201-2007 Exhibit A for Consultants retained by Architect under this Agreement

Consultants Not Included Under This Agreement
(Estimated ranges are for budgeting purposes only)

Acoustical Engineer ----- \$5,000.00-\$10,000.00 (estimated range)

Code Consultant ----- \$5,000.00-\$10,000.00 (estimated range)

Elevator Consultant ----- Pricing is Task Specific

Fenestration Consultant ----- \$3,500.00-\$7,500.00 (estimated range)

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Forensic Architect -----	Pricing is Task Specific
Hardware Consultant -----	\$1,500.00-\$3,500.00 (estimated range)
Historic Design Consultant -----	Pricing is Task Specific
Model Builder -----	Pricing is Task Specific
Parking Consultant -----	Pricing is Task Specific
Pool Consultant -----	Pricing is Task Specific
Security Consultant -----	Pricing is Task Specific
Telecommunications Consultant -----	Pricing is Task Specific
Third Party Permit Reviewer -----	Pricing is Task Specific

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of ten percent (10%) of the expenses incurred.

§ 6.2.3 Reproductions and documents provided by architect shall be computed per sheet (plus Postage and Handling expenses) as follows:

Mounting of Rendered Drawings	\$20.00 per board
Black/Blue-line Prints	\$1.50 per sheet
Photocopies	\$0.20 per sheet
Plotting (Black White)	\$0.20 per sheet
Color Prints/Plots	
Bond paper	\$6.25 per square foot
Presentation paper	\$6.65 per square foot
Photo paper	\$8.40 per square foot

These expenses shall be adjusted effective January 1st each year to the then current rate schedule of the Architect.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

~~If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows: (Intentially deleted)~~

§ 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

Init.

~~§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

~~(Insert rate of monthly or annual interest agreed upon.)~~

—%

§ 6.4.2 Subject to deferral agreement in Article 6.1, , payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

0.5 % compounded monthly on unpaid balance

~~§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~
Work.

~~§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.~~

ARTICLE 7 MISCELLANEOUS PROVISIONS

~~§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.~~

~~§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.~~

~~§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.~~

~~§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review and revision at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.~~

~~§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.~~

~~§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.~~

~~§ 7.7 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 Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of~~

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the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project,

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. If any such information is available from any third-party or the public records, it shall not be subject to this Section 7.8.

§ 7.9 CERTIFICATE OF MERIT: (Intentionally deleted.)

§ 7.10 Zoning Documents. Zoning documents and drawings for the specific purpose of zoning submission approval shall remain the property of the Architect whether the project for which they are made is constructed or not. Should zoning submission be approved for construction, Owner may not use drawings to complete and/or construct the project unless the Architect is the sole Architect for the Project or other arrangements are made in advance, and agreed to in writing, by both Architect and Owner.

§ 7.11 Owner and Architect agree that any addendum hereto changing the scope of work or the architectural program may be electronically agreed to and confirmed by the parties. Changes to any business terms and conditions set forth herein may only be made by written agreement.

§ 7.12 The Owner agrees not to, directly or indirectly, for its own benefit or for the benefit of others (including, without limitation, any affiliates of the Owner) solicit or retain the services of (directly or through an arrangement with another entity or person) and/or employ any person employed by the Architect (or by an affiliate thereof) during such person's employment with Architect and for a period of two (2) years following the first to occur of (i) the termination of such employment, or (ii) two (2) years following completion of the Project.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B102-2007, Standard Form Agreement Between Owner and Architect
- .2 ~~AIA Document E201-2007, Digital Data Protocol Exhibit, if completed, or the following:~~

- ~~.3~~ .2 Other documents:

(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

Attachment A – Limitation of Liability and Redress

Attachment B – Other Conditions

Attachment C – Change In Services

~~Attachment D – Detailed MEP Scope of Services~~

AIA Document B201-2007, Standard Form of Architect's Services, Design and Construction

Contract Administration

AIA Document B201-2007 Exhibit A – Initial Information

Init.

This Agreement entered into as of the day and year first written above.

OWNER

CAPPER CARROLLSBURG VENTURE, LLC

see attached signature
(Signature) page

(Printed name and title)

ARCHITECT

LESSARD DESIGN INC.

(Signature)

Mark P. Wilbur Chief Financial Officer

(Printed name and title)

Init.

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User Notes:

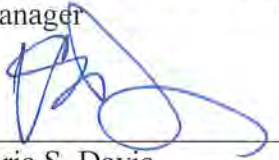
(1919972934)

CAPPER/CARROLLSBURG VENTURE, LLC,
a District of Columbia limited liability company

By: Mid-City Urban, LLC,
a Delaware limited liability company,
a Member

By: Mid-City Legacy, LLC,
a Delaware limited liability company,
its Manager

By: Urban Atlantic Development, LLC,
a Delaware limited liability company,
its Manager

By: 
Victoria S. Davis
President

"ATTACHMENT A"
UBA.001B.00D – Capper Square 769N

LIMITATION OF LIABILITY

The Owner hereby agrees to limit any liability that Architect or its officers, representatives, employees, consultants, or agents has, or may have, to Owner, any subcontractor of Owner, or to the officers, representatives, employees, consultants, or agents of either, for any and all loss, injury or damage of any kind or nature whatsoever arising out of or relating in any way to work performed or services provided under this Agreement, or for any other kind of loss, injury or damage arising out of professional omissions, negligence, and/or errors of Architect, its officers, representatives, employees, consultants, or agents, such that the maximum aggregate liability for any and all loss, injury or damage shall not exceed and shall be limited to the amount of any insurance coverage remaining available to pay the maximum aggregate liability for any and all such loss, injury or damage under any professional liability errors and omissions insurance policy maintained by Architect.

The Architect's general liability insurance policy currently provides coverage maintaining limits of Three Million Dollars. In the event that Owner wishes to raise the limit of Architect's liability above any of the foregoing, Architect and Owner may agree in writing to such higher limit but only if Owner pays such additional premium as may be required to provide insurance coverage for Architect up to the agreed higher limit.

Notwithstanding the foregoing, Architect, its officers, owners, shareholders, principals, representatives, employees, consultants, or agents shall have no liability whatsoever for any indirect, incidental, special, consequential, or exemplary damages arising out of any work performed or services provided under this Agreement.

Architect, its officers, owners, shareholders, principals, representatives, employees, consultants, or agents shall not be liable with respect to any claims asserted more than two (2) years, after the completion of services provided or work performed by Architect on behalf of Owner under this Agreement.

Betterment: If, due to the Architect's error, any required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project

Notwithstanding anything to the contrary contained in any other provision of this Agreement, the Architect's and Owner's respective owners, shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services

REDRESS

To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Architect and its officers, owners, shareholders, principals, representatives, employees, consultants, and agents from and against all liabilities, claims, damages, losses, costs, and expenses and costs of defense, including, but not limited to, attorney's fees:

- (i) arising out of or resulting in whole or in part from the failure of Owner, any Subcontractor of Owner, or the officers, representatives, consultants, employees, or agents of Owner to perform the construction of the Project in conformance with Architect's final construction documents;
- (ii) arising out of, or resulting in whole or in part from, any modification to the final Construction Documents that is not approved by the Architect; or
- (iii) arising out of, or resulting in whole or in part from, any errors or omissions in the Construction Documents caused by inaccurate or incomplete information provided to the Architect .

The Owner shall maintain insurance coverage against these risks up to the limits of \$2,000,000.00 per claim, and shall have Architect named as an additional insured under the policy or policies providing such coverage. If requested by Architect, the Owner shall furnish Architect with a certificate evidencing the coverage limits of such insurance policy or policies, and attesting that Architect has been named as an additional insured under such policy or policies.

"ATTACHMENT B"
UBA.001B.00D – Capper Square 769N

OTHER CONDITIONS OR SERVICES

- 1.1 Fees for each Phase of the Contract shall be paid in full at completion of that phase prior to the Architect commencing work on following Phases. The Architect shall have the right to stop work on the PROJECT and not be held responsible for delays to the PROJECT, due to non-payment by the Owner under the terms of this Agreement.
- 1.2 Owner understands that 95% of the total fee then due shall be paid prior to the Architect releasing drawings for building permits and/or construction.
- 1.3 The Owner may not obligate the Architect to any contractor, builder, or any of the Owner's consultants through the Owner's contract with any third party unless agreed to in writing by the Architect.
- 1.4 Any selection or designations of materials or product types are generic in nature, and the final selection of specific manufacturers and/or materials is the Owner's responsibility. The Architect's designation of any item does not indicate approval or warranty of any manufacturer's product.
- 1.5 The Architect shall have no liability and/or responsibility of any nature whatsoever for the Contractor's compliance with the Construction Documents. The Architect shall not be liable in any way for the Contractor's failure to comply with all applicable plans, drawings, specifications, laws, codes, ordinances, and other regulations or for the Contractor's failure to prosecute the work in accordance with good and acceptable construction practices.
- 1.6 The Architect shall have no responsibility or duty for guaranteeing, warranting, directing or superintending the Contractors' work methods, safety of the job site, process, failure to carry out the work in accordance with contract requirements, or any other aspect of construction for which the Contractors has responsibility.
- 1.7 The Architect will not be responsible for errors or omissions in the drawings, specifications or other documents prepared by the Architect resulting from inaccuracy of reports, surveys, building or zoning codes or their interpretations by officials, or other information provided the Architect by Contractor, the Owner, the Owner's Agents, or the Owner's consultants.
- 1.8 The Architect makes no representation or warranty regarding the site, the subsurface conditions of the site or the suitability of the site for the project whatsoever. Any specifications and/or drawing notations regarding the soil (disturbed or undisturbed) or the stress capacity thereof, or any other information regarding the site is provided solely for information purposes and shall not be considered a representation, warranty, or guaranty that said information is accurate.
- 1.9 The Architect shall have no liability whatsoever for any drawings, specifications, or other documents provided under this Agreement until such drawings are stamped as approved by all relevant building department officials and all payments due the Architect have been paid in full.
- 1.10 Only direct purchasers of the services of the Architect under this Agreement shall have any rights against the Architect arising out of or relating to this Project. Specifically, and without limitation, no tenant or management organization, or any member thereof, or any other ultimate purchaser of the project shall have any rights against the Architect.
- 1.11 The Architect's drawings, specifications and other documents are consistent with the standard of care and level of documentation for the industry, however, the Owner acknowledges that no design team, nor its design, is perfect; errors or omissions can occur. The Owner shall establish an appropriate contingency fund for correcting errors and omissions in the Architect and its consultants' designs and documentation. Furthermore, other than for gross negligence on the part of the Architect and its consultants, the Owner shall not hold the Architect liable for errors and omissions.
- 1.12 The Owner shall notify the Architect in writing of any invoice items that the Owner takes exception to or disputes within fifteen (15) days of receipt of invoice or the invoice is considered accepted.
- 1.13 Owner agrees that the contemplated use of the residential portion of the Project is apartment units, the Project is and shall continue to be owned by Owner, and that if the Project's ownership changes, and the contemplated use of the Project changes to condominiums, Owner shall waive any claim against Architect, defend Architect against any claim from a future owner, and indemnify Architect for any cost, loss, or damage to Architect resulting from any claim brought by any party against the Architect related to any change in use of Project including costs and expenses of defense, including attorney's fees. Owner agrees that this obligation shall survive the termination of this Agreement.

"ATTACHMENT C"
UBA.001B.00D - Capper Square 769N
CHANGE IN SERVICES

The following services are not included in the basic services provided by Architect but may be provided as a Change in Service, when authorized by the Owner. Architect shall be compensated for such services pursuant to Article 6 of this Agreement's AIA Document B102-2007.

1. Providing design services related to future facilities systems and equipment, which are not intended to be constructed as part of this Project.
2. Making revisions to drawings over and beyond those outlined in Sections 2.2, 2.3, and 2.4 of this Agreement's AIA Document B201-2007.
3. Providing other services not otherwise included in this Agreement and/or otherwise outside the scope of Architect's services hereunder.
4. Site planning and zoning consultation, as requested by Owner.
5. Any peer review comments outside the scope of this Contract; written responses to peer review comments; or more than one peer review.
6. Site study to ascertain site design, lot dimensions and program.
7. Preparation and submission of Requests for Code Modifications or Waivers.
8. Providing financial feasibility and other special studies.
9. Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, or preparing special submissions required for approval of governmental authorities or other having jurisdiction over the Project.
10. Providing detailed estimates of construction costs or detailed quantities surveys or inventories of materials, labor and equipment.
11. Revisions in drawings, specifications or other written documents when such revisions are inconsistent with written approvals or instructions previously given by Owner and/or are due to causes beyond the control of the Architect.
12. Making investigations involving detailed appraisals and evaluations of existing facilities and surveys or inventories required in connection with construction performed by the Owner.
13. Preparing supporting data and other services in connection with Addenda.
14. Preparing consultations concerning replacement of any work damaged by fire or other causes during construction and furnishing professional services of the type as may be necessary in connection with the replacement of such work.
15. Providing professional services as may be necessary by the default of the Owner, contractors or subcontractors or by major defects in the work of the Owner, contractors or subcontractors in performance of the Construction Contract.
16. Preparing a set of reproducible record prints of drawings showing changes in the work made during the construction process, based on marked-up prints, drawings and other data furnished by the Owner, contractors or subcontractors to the Architect, with the exception of documents required due to Architect's errors or omissions.
17. Providing assistance in the utilization of any equipment or systems, such as initial start-up or testing, adjusting and balancing, preparation or operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

ATTACHMENT C
CHANGE IN SERVICES
Page 2

18. Preparing to serve and/or serving as a witness, expert or facts witness, in connection with any public hearing, arbitration proceeding or legal proceeding related to the Project.
19. Extra meetings over and beyond a standard of two meetings with one (1) Architect per Phase at Architect's or Owner's office unless otherwise set forth in this Agreement.



AIA®

Document B201™ – 2007

Standard Form of Architect's Services: Design and Construction Contract Administration

for the following PROJECT:

(Name and location or address)

PROJECT NAME: Capper Square 769N
PROJECT LOCATION: Washington, DC
LESSARD PROJECT NO.: UBA.001B.00D

THE OWNER:

(Name, legal status and address)

Capper Carrollsburg Venture, LLC,
7735 Old Georgetown Road
Suite 600
Bethesda, MD 20814
Telephone Number: 301-280-6600
Fax Number: 301-280-6602
Attn: Dan McCabe
Email: dmccabe@urban-atlantic.com

THE ARCHITECT:

(Name, legal status and address)

Lessard Design Inc.
8521 Leesburg Pike
Suite 700
Vienna, VA 22182
Telephone Number: 571-830-1800
Fax Number: 571-830-1801
Attn: Susan Mejia, Contracts Manager
Email: smejia@lessarddesign.com

THE AGREEMENT

This Standard Form of Architect's Services is part of or modifies the accompanying
Owner-Architect Agreement-AIA Document B102-2007 Standard Form of Agreement
Between Owner-Architect (hereinafter, the Agreement) dated the day of in the year

(In words, indicate day, month and year.)

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™-2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802™-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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TABLE OF ARTICLES

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| 7 | ATTACHMENTS AND EXHIBITS |

EXHIBIT A—INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information and incorporate it into this services document at Section 7.1, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

High Rise Apartment Building known as Capper Square 769N located in Washington, D.C. Approximate site area and boundaries as per attached AIA B102-2007 Exhibit A.

High Rise Apartment Building

- Ten (10) stories above ground
- 110' maximum building height.
- Ground floor to be Retail with parking behind and underground levels as required to meet 0.6 cars per market rate unit.
- Unit totals 179 with 36 affordable units (max 20 unit types).
- Amenity and pool to be on 10th floor and leasing office on first floor.
- The roof will be used for mechanical only.
- Typical residential floor heights to be 9' clear, 9'-8" floor to floor.
- Structure to be 8" pour-in-place concrete.
- 20% of units to be Affordable Dwelling Units. Townhouse units to be entered directly from grade as allowed by grade.
- Average unit size to be +/- 600-700 sq. ft. average for one (1) bedroom, one (1) bath units, and +/- 800-850 sq. ft. average for two (2) bedrooms, two (2) bath units.
- Facade revisions due to revisions to amenity space, pool, main entrance to building and garage entrance.
- Phase II PUD package has been previously completed under the contract with Lessard Urban Inc. (LUI).

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

4/1/2016

- .2 Substantial Completion date:

3/31/2018

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§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 The Architect's Basic Services consist of those described in Article 2 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 2 are Additional Services.

§ 2.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 2.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. ~~The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.~~

§ 2.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 2.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 2.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. Architect shall not be responsible for inconsistent or incorrect code interpretations.

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.2 PHASE I(A) SCHEMATIC DESIGN PHASE SERVICES

§ 2.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project. Architect shall not be responsible for the impacts, if any, on the costs of any related changes or Additional Services based on the Owner's decision to proceed with such alternative approaches.

§ 2.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 2.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, ~~schedule and budget for the Cost of the Work, and schedule.~~ The Owner may obtain other environmentally responsible design services under Article 3.

§ 2.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, ~~schedule and budget for the Cost of the Work, and schedule.~~

§ 2.2.6 ~~The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3. Intentionally Deleted.~~

§ 2.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 2.2.8 PHASE I(B) -- REFINED SCHEMATIC DESIGN SERVICES

§ 2.2.8.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustment in the Project requirements, the Architect shall prepare Refined Schematic Design Documents for the Owner's approval. The Refined Schematic Design Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Refined Schematic Design Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 2.2.8.2 The Architect will continue into the next Phase without changes in the preliminary drawings. Any design changes shall be billed at an additional rate.

§ 2.2.8.3 The Architect shall submit the Refined Schematic Design Documents to the Owner and request the Owner's approval.

§ 2.3 PHASE II DESIGN DEVELOPMENT PHASE SERVICES

§ 2.3.1 Based on the Owner's approval of the Refined Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project ~~requirements and the budget for the Cost of the Work, the requirements,~~ the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Refined Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 2.3.2 ~~The Architect shall update the estimate of the Cost of the Work. Intentionally Deleted.~~

§ 2.3.3 ~~The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Owner and request the Owner's approval.~~

§ 2.3.4 Design Development Documents and Associated Services shall consist of the following: Coordination with civil engineer; 1/8 scale garage floor plans; 1/8 scale roof plans; 1/8 and 1/4 scale lobby plans; 1/8 scale typical floor plans; 1/4 scale details of typical units; Sections and details as required to show architectural intent; 1/8 scale

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building sections; 1/8 scale building elevations; 1/4 scale kitchen elevations; Exterior material, selection and color coordination; Finish, window and door schedule; Coordination with Owner's civil and landscape architects; Coordination with Owner's interior design consultant up to 10 hours.

§ 2.4 PHASE III(A) BID SET CONSTRUCTION DOCUMENTS PHASE SERVICES

~~§ 2.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the requirements, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.6.4.~~

§ 2.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

~~§ 2.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms. Intentionally Deleted.~~

~~§ 2.4.4 The Architect shall update the estimate for the Cost of the Work. Intentionally Deleted.~~

§ 2.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 5.5, and request the Owner's approval and request the Owner's approval.

§ 2.4.6 Additionally, Owner shall provide a copy of the Bid Set/Permit Set Construction Documents to the General Contractor for review and comment.

§ 2.4.7 PHASE III(B) - REDLINE FINAL CONSTRUCTION DOCUMENTS

§ 2.4.7.1 The General Contractor shall have 15 days from the date it is awarded the construction contract by the Owner to review the Bid/Permit set Construction Documents and prepare a set of redline drawings requesting clarifications and providing suggestions and recommendations related to constructability and internal coordination. The Architect shall have 10 days from receipt of General Contractor's redline drawings to review comments to discuss same with General Contractor and Owner. Thereafter, the Architect shall have an additional 10 days to incorporate (into the Approval Bid Set/Permit Set Construction Documents) comments and suggestions it deems appropriate from the General Contractor redline set provided under this Phase III(B). The Bid Set/Permit Set Construction Documents so revised shall be the Final Construction Documents. The Final Construction Documents shall be used commencement of construction of the Project. If Architect does not receive a redline set of Bid Set/Permit Set Construction Documents from the General Contractor within 15 days of the award of the construction contract, Architect shall proceed to prepare the Final Construction Documents and any further changes requested by Owner or General Contractor shall constitute Additional Services. Notwithstanding anything contained herein to the contrary, the Architect shall not provide value-engineering services under this Phase III(B).

§ 2.5 PHASE IV - BIDDING OR NEGOTIATION PHASE SERVICES

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 2.5.2 COMPETITIVE BIDDING

~~§ 2.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. Documents as approved/provided by Owner.~~

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§ 2.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.5.3 NEGOTIATED PROPOSALS

§ 2.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 2.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 2.6 CONSTRUCTION PHASE SERVICES

§ 2.6.1 GENERAL

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 2.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner 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.

§ 2.6.1.3 Subject to Section 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.

§ 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and

from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 2.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 2.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 2.6.4 SUBMITTALS

§ 2.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved-Architect-approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 2.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment

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or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 2.6.4.4 Subject to the provisions of Section 3.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 2.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 3.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 2.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall conduct ~~inspections-observations~~ to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's ~~inspections-observations~~ shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 2.6.6.5 ~~Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.~~ Intentionally Deleted.

§ 2.6.7 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES (If applicable)

§ 2.6.7.1 Owner understands and agrees that if the Architect's services under this Agreement do not include project observation or review of the General Contractor's performance or any other Construction Phase Services, then such services shall be provided by the Owner. Accordingly, Owner shall assume all responsibility for interpretation of the Contract Documents for the construction observation and supervision and waives any claims against Architect that may in any way be connected thereto.

§ 2.6.7.2 In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Design professional harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the contract documents to reflect field changes or other conditions, except for claims arising from the willful misconduct of the Architect. If Owner requests in writing that the Architect provide any specific Construction Phase Services, and if the Architect agrees in writing to provide such services, then such services shall be considered as an Additional Service as provided in Section 3.3 herein.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 3.2 below or in an exhibit attached to this document and identified below)
§ 3.1.1 Programming (B202™-2009)		
§ 3.1.2 Multiple preliminary designs		
§ 3.1.3 Measured drawings		
§ 3.1.4 Existing facilities surveys		
§ 3.1.5 Site Evaluation and Planning (B203™-2007)		
§ 3.1.6 Building Information Modeling (E202™-2008)		
§ 3.1.7 Civil engineering		
§ 3.1.8 Landscape design		
§ 3.1.9 Architectural Interior Design (B252™-2007)		
§ 3.1.10 Value Analysis (B204™-2007)		
§ 3.1.11 Detailed cost estimating		
§ 3.1.12 On-site Project Representation (B207™-2008)		
§ 3.1.13 Conformed construction documents		
§ 3.1.14 As-designed record drawings		
§ 3.1.15 As-constructed record drawings		
§ 3.1.16 Post occupancy evaluation		
§ 3.1.17 Facility Support Services (B210™-2007)		
§ 3.1.18 Tenant-related services		
§ 3.1.19 Coordination of Owner's consultants		
§ 3.1.20 Telecommunications/data design		
§ 3.1.21 Security Evaluation and Planning (B206™-2007)		
§ 3.1.22 Commissioning (B211™-2007)		
§ 3.1.23 Extensive environmentally responsible design		
§ 3.1.24 LEED® Certification (B214™-2012)		
§ 3.1.25 Fast-track design services		
§ 3.1.26 Historic Preservation (B205™-2007)		
§ 3.1.27 Furniture, Furnishings, and Equipment Design		

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(B253™-2007)		

§ 3.2 Insert a description of each Additional Service designated above as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 3.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.3 shall entitle the Architect to compensation pursuant to Section 6.3.

§ 3.3.1 Upon recognizing the need to perform the following Additional Services, and notwithstanding any provision in the Agreement to the contrary, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 3.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive or otherwise unusual number or breadth of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .7 Architectural Contract Administration in excess of \$125,000.00 for Architectural Construction Administration Services, and in excess of \$48,000.00 for Architectural Observation Services.

§ 3.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~()~~ two hundred fifty (250) hours of RFI review and two hundred fifty (250) hours of reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor limit of \$125,000.00.
- .2 ~~()~~ visits twenty-four (24) Site visits (subject to a maximum of 8 person-hours per visit) to the site by the Architect over the duration of the Project during construction
- .3 ~~()~~ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~()~~ inspections for any portion of the Work to determine final completion limit of \$48,000.00.

§ 3.3.4 ~~If Except for Construction Administration and Construction Observation, if the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no thirty-five (35) months of the date of commencement of construction pursuant to Article 1.2 of the AIA Document B201-2007 attached and incorporated as part of this Agreement, unless totally due to the fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Architect shall be entitled to rely on the accuracy of such information and shall in no way be responsible or liable for any costs, changes, claims or other impacts associated with or relating to any inaccuracies or inconsistencies therein.

§ 4.3 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.4 The Owner shall furnish tests, inspections and reports required by ~~law~~ applicable jurisdictional authority or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.5 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 4.6 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement.

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The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 4.7 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. ~~The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner. Architect shall not in any way be responsible for the budget.~~

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect. Intentionally Deleted.

§ 5.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 3. Intentionally Deleted.

§ 5.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market. Intentionally Deleted.

§ 5.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. Intentionally Deleted.

§ 5.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 5.5 of AIA Document B102-2007;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable ~~alternative~~ alternative

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the Architect, ~~without with an~~ additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 5.

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ARTICLE 6 COMPENSATION

§ 6.1 For the Architect's Basic Services described under Article 2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See AIA Document B102-2007 §6.1.

§ 6.2 For Additional Services designated in Section 3.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.3, during the course of the Project, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Services shall be compensated by lump sum fixed fee, hourly estimated at, or hourly basis, as appropriated and as determined and agreed between Owner and Architect as the need for Additional Services arises during the course of the Project.

§ 6.4 Compensation for Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus a fee of ten percent (10 %), or as otherwise stated below:

§ 6.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (	)	%)
Design Development Phase	percent (	)	%)
Construction Documents Phase	percent (	)	%)
Bidding or Negotiation Phase	percent (	)	%)
Construction Phase	percent (	)	%)
Total Basic Compensation	one hundred	percent (	100 %)

§ 6.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 6.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 6.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Senior Principal	\$365.00 - \$425.00/hour
Principal	\$285.00 - \$360.00/hour
Associate Principal	\$215.00 - \$360.00/hour
Senior Design Director	\$215.00 - \$320.00/hour
Design Director	\$190.00 - \$300.00/hour

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<u>Senior Designer</u>	<u>\$160.00 - \$290.00/hour</u>
<u>Senior Project Manager</u>	<u>\$165.00 - \$265.00/hour</u>
<u>Project Manager</u>	<u>\$145.00 - \$225.00/hour</u>
<u>Assistant Project Manager</u>	<u>\$135.00 - \$200.00/hour</u>
<u>Job Captain</u>	<u>\$125.00 - \$185.00/hour</u>
<u>Senior Staff Architect</u>	<u>\$125.00 - \$170.00/hour</u>
<u>Staff Architect/Designer</u>	<u>\$90.00 - \$150.00/hour</u>
<u>Senior Land Planner</u>	<u>\$150.00 - \$185.00/hour</u>
<u>Land Planner</u>	<u>\$95.00 - \$145.00/hour</u>
<u>Construction Admin. Mgr.</u>	<u>\$200.00 - \$275.00/hour</u>
<u>Senior Construction Administrator</u>	<u>\$165.00 - \$215.00/hour</u>

Note: Hourly rates listed above shall be adjusted effective January 1st each year to the then current rate schedule of the Architect.

ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:

(List other documents, if any, including Exhibit A, Initial Information, and any exhibits relied on in Section 3.1.)

Attachment A – Limitation of Liability and Redress

Attachment B – Other Conditions

Attachment C – Change in Services

~~Attachment D – Detailed MEP Scope of Services~~

AIA Document B201-2007 Exhibit A – Initial Information

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**AIA®****Document B201™ – 2007 Exhibit A****Initial Information**

for the following PROJECT:
 (Name and location or address)

PROJECT NAME: Capper Square 769N
 PROJECT LOCATION: Washington, DC
 LESSARD PROJECT NO.: UBA.001B.00D

THE OWNER:
 (Name, legal status and address)

Capper Carrollsburg Venture, LLC
7735 Old Georgetown Road
Suite 600
Bethesda, MD 20814
Telephone Number: 301-280-6602
Fax Number: 301-280-6639
Attn: Dan McCabe
Email: dmccable@urban-atlantic.com

This document has important
 legal consequences.
 Consultation with an attorney
 is encouraged with respect to
 its completion or modification.

THE ARCHITECT:
 (Name, legal status and address)

Lessard Design Inc.
8521 Leesburg Pike
Suite 700
Vienna, VA 22182
Telephone Number: 571-830-1800
Fax Number: 571-830-1801
Attn: Susan Mejia, Contracts Manager
Email: smejia@lessarddesign.com

This Agreement is based on the following information.
 (Note the disposition for the following items by inserting the requested information or a
 statement such as "not applicable," "unknown at time of execution" or "to be determined
 later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:
 (Identify documentation or state the manner in which the program will be developed.)

High Rise Apartment Building known as Capper Square 769N located in Washington,
D.C. Approximate site area and boundaries as per attached AIA B102-2007 Exhibit A.

High Rise Apartment Building

- Ten (10) stories above ground
- 110' maximum building height
- Ground floor to be Retail with parking behind and underground levels as required
to meet 0.6 cars per market rate unit.
- Unit totals 179 with 36 affordable units (max 20 unit types).

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- Amenity and pool to be on 10th floor and leasing office on first floor.
- The roof will be used for mechanical only.
- Typical residential floor heights to be 9' clear, 9'-8" floor to floor.
- Structure to be 8" pour-in-place concrete.
- 20% of units to be Affordable Dwelling Units. Townhouse units to be entered directly from grade as allowed by grade.
- Average unit size to be +/- 600-700 sq. ft. average for one (1) bedroom, one (1) bath units, and +/- 800-850 sq. ft. average for two (2) bedrooms, two (2) bath units.
- Facade revisions due to revisions to amenity space, pool, main entrance to building and garage entrance.
- Phase II PUD package has been previously completed under the contract with Lessard Urban Inc. (LUI).

§ A.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

179 unit apartment building with 95 parking spaces.

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 5.1:
(Provide total and, if known, a line item break down.)

\$40,000,000.00

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

24 month construction period.

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:

(Identify method such as competitive bid, negotiated contract, or construction management.)

negotiated guaranteed maximum price contract.

§ A.1.6 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with AIA Document B102™-2007, Standard Form of Agreement Between Owner and Architect, Section 2.2:
(List name, address and other information.)

Dan McCabe
Copper Carrollsburg Venture, LLC
7735 Old Georgetown Road
Suite 600
Bethesda, MD 20814
Telephone Number: 301-280-6602
Fax Number: 301-280-6639
Email Address: dmccabe@urban-atlantic.com

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

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§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

§ A.2.4 The Architect identifies the following representative in accordance with AIA Document B102™-2007,
Section 1.3:
(List name, address and other information.)

Kevin Pennington, Associate Principal
Lessard Design Inc.
8521 Leesburg Pike
Suite 700
Vienna, VA 22182
Telephone Number: 571-830-1800
Fax Number: 571-830-1801
Email: kpennington@lessarddesign.com

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:
.1 Structural Engineer

Tadler Cohen Edelson
1109 Spring Street
Fifth Floor
Silver Spring, MD 20910-4082
Telephone Number: 301-587-1820

.2 Mechanical Engineer

~~.3~~ Electrical-Mechanical, Electrical and Plumbing (MEP) Engineer

Jordan & Skala Engineers
14500 Ayon Parkway
Suite 110
Chantilly, VA 20151
Telephone Number: 703-483-3730

§ A.2.5.2 Consultants retained under Additional Services:

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

EXHIBIT I

This Agreement is made on October 15, 2015 between **Capper Carrollsborg Venture, LLC** (Client) and **Hartman Design Group, Inc.** (Design Firm) for interior design services to be provided in relation to **Square 769 North Apartments** (Project) to be located in SE Washington, D.C. (Project). The Client and the Design Firm agree that the interior design services will address the following common areas of this apartment building.

I. BASIC SCOPE OF SERVICES

**A. The following amenity and common area spaces are included in the interior design scope:
See Attachment A**

B. The phases of design and related services are as follows:

1. PHASE ONE-Pre-Design/Research:

- a. Discuss with the Owner the market profile and demographics of the resident
- b. Work with the Owner and consultants to determine the amenity offerings as well as the design aesthetic
- c. Discuss and document requirements and desired end results with the Client
 - i. Define functional requirements
 - ii. Define furniture, fixture and equipment requirements
 - iii. Discuss desired image
 - iv. Discuss management and marketing requirements
- d. Write program as it relates to the interior design of the common areas
- e. Coordinate electronic documents with the Consultants; incorporate the Architect's base plan into the Design Firm's system
- f. Develop project schedule for Interior Design Services
- g. Kick off meeting with Client and Consultants (Architect, Engineers, etc.)

2. PHASE TWO-Schematic Design (130 hours of design time included in the fee)

- a. Review architectural drawings to become generally familiar with the architectural layout of the Project
- b. Create schematic space plans for common areas and amenities for discussion/consensus
- c. Establish theme/style and palette for all common areas
- d. Present schematic space plans, vision boards and optional palettes for discussion/consensus (one presentation is anticipated in this phase)
- e. Coordinate with the Client and Consultants as needed
- f. Begin schematic ceiling design

3. PHASE THREE-Design Development

- a. Develop approved selections and designs including: architectural finishes, moldings, millwork, etc.
- b. Develop final space plans and FF&E plans and create itemized preliminary furnishings budget for approval
- c. Develop character of the spaces; create elevations,
- d. Develop decorative lighting selections and designs
- e. Preparation for and design presentation of final designs including: architectural finishes, millwork, ceiling designs, moldings, furniture concepts, fabrics, decorative lighting, wall finishes, flooring, etc.
- f. Coordinate with the Architect, General Contractor and Consultants as required.
- g. Presentation of plans, primary elevations, finish selections, 3-D sketch up renderings, (two colored 3D sketch-up renderings included in the design fee). One presentation is included in this phase.

4. PHASE FOUR-Design Documents

- a. Draft final base plans as approved by the Client
- b. Coordinate base plans and documents with the Architects and Consultants.
- c. Coordination with the Client and Consultants (including but not limited to Architect, Audio/Visual, Fitness, Security, Marketing, MEP).
- d. Engage lighting consultant and create RCP including decorative and architectural lighting
- e. Sign and seal interior design documents
- f. Produce documents as follows:
 - i. Design Plan (Critical finished dimensions only-framing plans and wall types are to be provided by Architect of Record)

- ii. Reflected Ceiling/Lighting Plan, including fixture schedule
- iii. Power and Communications Plans
- iv. Finish Plan (all interior finishes including: flooring specifications and patterns, flooring transitions, wall finishes, moldings, all interior surfaces)
- v. Furniture, Fixtures and Equipment Plan
- vi. Millwork Details (built-in cabinetry, moldings)
- vii. Interior Elevations
- viii. Details

5. PHASE FIVE-Construction Observation (150 hours included in the fee)

Note: This phase begins at the time that documents are issued for bid and includes bid related RFI's, additional requested or required coordination and additional document issues.

- a. Observe construction of common areas (anticipated site visits required)
 - i. Rough framing; Lighting and electrical rough in (prior to wiring)
 - ii. Drywall completion
 - iii. Millwork and architectural finishes (50% completion)
 - iv. Millwork and architectural finishes (100% completion); punch list
- b. Post bid set coordination as required with Architect, Client, Contractor and Consultants
- c. Shop drawing review/approval
- d. Architectural finish submittal review/approval
- e. Respond to Requests for Information related to interior scope
- f. Site meetings as required or requested (additional site visits other than those listed above will be invoiced on a per diem basis)
- g. Create punch list

6. PHASE SIX-Furniture Selection and Specification

- a. Select furnishings for all public spaces
- b. Present to the Client
- c. Select art, accessories, lamps, interior plants
- d. Write furniture specifications and create the proposal for furniture to be procured by the Design Firm

7. PHASE SEVEN-Procurement (Non-billable phase)

- a. Purchase approved furnishings proposed by the Design Firm and approved by the Client
- b. Track orders; file freight claims (as needed)
- c. Store furnishings in the Design Firm's contracted warehouse until the property is ready for the furniture installation (storage charges may apply)
- d. Schedule delivery of product procured by the Design Firm
- e. Inspect for damage to furnishings procured by the Design Firm and arrange repair or replacement

8. PHASE EIGHT-Installation

- a. Assist the Client and/or Contractor in coordinating schedules for delivery and installation of the furnishings
- b. Supervise installation of all furnishings and accessories
- c. Post installation walk through with the Client, Management and all necessary Consultants
- d. Create punch list related to furnishings

GENERAL SCOPE PER AREA

See Attachment A

C. GENERAL SCOPE PER AREA

See Attachment A

Assumptions

1. It is assumed that for any project requiring LEED points, the Client will engage the appropriate consultant. This consultant will be available to the Design Firm on an as-needed basis.
2. The Architect will provide the Design Firm with base plans and the Architect base plans will govern the plan documents. Framing and room dimensions will be shown on the Architect's plans and the Design Firm will provide critical dimensions only in the areas of Interior Design Scope.
3. Lighting Design services will be sub-contracted by the Design firm for the Design Firm's scope of work. The fee for Lighting Consulting services is included in the fee as a separate item.
4. The Design Firm will provide to the Architect the required permit information, related to the Design Firm's scope of work, for incorporation into permit documents.
5. The Design Firm's final documents will be included in the construction/bid set and the Architect will be responsible for coordinating the final construction/bid documents.

II. COMPENSATION

Design Fee:

The fee for the scope of work is noted below. The fee noted below is based upon the scope of work noted above and in Attachment A.

A. Design Fee:

The fee for the scope of work is noted below and is based upon approximately 5,000SF of interior amenity space plus residential corridors.

B. Time Billing:

Phase One:	Pre-Design/Research	\$ 5,000.00
Phase Two:	Schematic	\$ 20,000.00
Phase Three:	Design Development	\$ 20,000.00
Phase Four:	Documents	\$ 30,000.00
Phase Five:	Construction	\$ 25,000.00
Phase Six:	Furniture Selection	\$ 25,000.00
Phase Seven:	Procurement	\$ 5,000.00
Total		\$130,000.00

Lighting consultation: \$ 9,300.00

Lighting consultation includes:

1. Lighting design/consultation in all interior areas of scope (per Attachment A)
2. One meeting with the Client and design team to review the design objectives
3. Provide lighting documentation to be coordinated and incorporated in the HDG drawings consist of:
 - a. Lighting plans, fixture types and control intent
 - b. Architectural lighting fixture schedule and manufacturer spec sheets
 - c. Dimming schedules and specifications for areas with dimming control systems
 - d. Foot candle print out for architectural lighting as requested

C. Outdoor Spaces (including courtyard and roof deck):

Estimate for design services: \$6,000.00. The design fee estimate anticipates coordination, visioning and furniture selection. This service will be billed on an hourly, additional service basis.

D. Estimate for Model Apartments:

One Bedroom-Based upon 675SF Unit- \$32,000.00

Two Bedroom-Based upon 875 SF Unit-\$41,000.00

The model estimate includes design time, merchandise, freight and delivery. Once model units are selected, the Design Firm will submit a separate proposal for this scope. The estimates noted above may be less or more, depending on the square footage. Please note that sales tax is additional.

C. Time and Merchandise Invoicing:

Invoices for Phase Billing shall be generated at the beginning to the mid-point of each phase as noted above. Invoices for Hourly Phases and Additional Services will be itemized and billed on an hourly basis at the rates noted above. Invoices for these services shall be submitted to the Client from the Design Firm monthly. If the Basic and Additional Services covered by this Agreement have not been completed within twelve (12) months of the date hereof, then the Design Firm's services performed beyond that time shall be compensated at the Design Firm's hourly rates current at the time the services are provided.

Time and merchandise invoices are due within thirty (30) days of the invoice date. Amounts not paid within sixty (60) days will incur interest thereafter at 1% per month (12% per annum) on the unpaid balance. If the Client disputes the accuracy of any invoice, the Client shall so notify the Design Firm in writing within fourteen (14) calendar days of the invoice date. The Client will pay all time or merchandise itemized on the disputed invoice that is not in dispute to the Design Firm within thirty (30) days of the invoice date. In the event the Design Firm employs the services of any attorney or agency to collect any sums due hereunder or to enforce any terms contained herein, the Client agrees to pay reasonable attorney's fees and/or agency fees and costs incurred by the Design Firm.

For all invoices or portions thereof remaining due and owing for more than sixty (60) days, the Design Firm may, at its option, after giving written notice of its intention to do so, suspend all work on the Project until such time as the undisputed sums are paid and disputed sums are paid into an agreed escrow account pending resolution.

III. ADDITIONAL SERVICES AND HOURLY RATES:

A. Services not identified in the above Phases of Services are considered "Additional Services" and are not included in the above fee. If requested in writing by the Client, the Design Firm will provide the Additional Service on an hourly basis, unless otherwise agreed to by the parties. The following is a non-exclusive list of Additional Services:

1. Revisions to floor plans, program, elevations, palettes or other changes in design requested by the Client after Phase 2 is complete and the Design Firm has developed the approved schematic designs
2. The Design Firm shall provide a critical finished dimension plan for areas of scope within the fee. The framing plan showing dimensions of wall framing within the Design Firm's area of scope shall be provided by the Architect of Record. The Design Firm shall provide a framing plan upon request and time expended on this plan shall be additional services.
3. Revisions or re-design of interior design drawings or documents after Phase 2 (once the base plate has been approved and the Design Firm has begun to develop and elevate the interior space based on the approved schematic designs) due to architectural, code review, structural or MEP revisions including the following:
 - Adding or moving chases, ducts, sprinkler lines, columns
 - Wall thickness changes
 - Revising size or location of mechanical rooms, fire control room, panels or any equipment
 - Space plan changes
 - Design details or finish revisions
4. Fees for outside Consultants (such as lighting consultation) contracted by the Design Firm for the Project (and approved by the Client)
5. Time spent in research or design (as requested by the Client or required by code or law) to implement sustainable design for LEED Platinum certification.
6. Time spent related to units including selection or consultation re: finishes, fixtures, appliances, review of unit layouts, power and communication layout, lighting layout, reflected ceiling plan, etc.
7. Additional corridor plans (other than corridors noted above)
8. Preparation and materials for design boards, renderings or any additional visual presentation requested for presentation or property display
9. Design and detailing (beyond general coordination) of marketing displays, site plan table, etc.
10. Consultation related to the building exterior finishes or spaces, including furniture for outdoor pool area patios or decks
11. Schematic Design (Phase 2) – time required and/or requested that exceeds the number of hours included in the fee as noted
12. Construction Administration/Installation (Phase 5) – time required and/or requested that exceeds the number of hours included in the fee as noted
13. Installation (Phase 8) – time required and/or requested that exceeds the number of hours included in the fee as noted
14. Any additional design services requested other than listed in the scope of work above or in Attachment A
15. Design for square footage of interior space in scope that exceeds the square footage noted above
16. Time spent reviewing the Client or Contractor substitutions, including substitutions related to value engineering of approved selections and designs (this service shall include re-selection of finishes, lighting, moldings, product and time spent revising documents as required)
17. Time spent to provide detailed product specifications information, design narratives and related plans prior to the final issue of design documents for the purpose of pre-bidding or construction budgets (time spent to issue progress sets will be at no charge)
18. Follow up on punch list if work is not completed in a satisfactory and timely manner by the Contractor
19. Time spent to re-acquaint staff with the Project in the event that the project is put on hold by the Client for 60 days or more
20. In the event that the project is put on hold, suspended or the Client fails to timely approve proposed merchandise, time spent to check and confirm that the proposed and/or unordered approved items are still available and if there are any cost implications (this service shall include, but is not limited to, re-selection of merchandise no longer available and time spent revising documents as required)
21. Providing services in relation to public hearings, arbitration, legal proceedings (except where the Design Firm is party thereof)
22. Providing services required because of significant changes in the Project including but not limited to: size quality, complexity and the Client's schedule
23. Architectural details, lighting and power in the pool area or any exterior space
24. Time spent to provide a record set of drawings showing significant changes made during construction
25. Time spent upon the Client's instruction to make substantial reductions to the approved furnishings budget after furnishings have been selected
26. Time spent to re-select architectural product due to lead times (product not ordered by the Contractor in a timely manner)
27. Rescheduling of installation due to site not being ready (site not accessible, interior construction not sufficiently completed, not reasonably cleaned and ready for furnishings, no occupancy permits, or any other condition that prevents the Design Firm from completing the installation in a professional manner)
28. Additional time required completing the installation if the site is not reasonably prepared for the installation
29. Time required to produce separate sets of documents due to the Client or Architect's schedule, permit issue dates or for any other reason when required or requested by the Client (one complete set of documents is included in the fee)

Additional Services will be provided at the following hourly rates:

Principal Designer	\$200.00 per hour
Document or Design Director	\$175.00 per hour
BIM Manager	\$175.00 per hour
Project Manager	\$175.00 per hour
Lighting Consultant	\$165.00 per hour
Designer	\$150.00 per hour
CAD Operator	\$125.00 per hour
Assistant	\$100.00 per hour
Intern	\$ 75.00 per hour

IV. FURNISHINGS COORDINATION

The Design Firm shall purchase approved furnishings for the Project including: furniture, area rugs, window covering, wall covering, decorative lighting, art and accessories, etc. Freight, delivery, packing charges, insurance charges and warehousing costs will be additional. Itemized proposals for all merchandise to be ordered by the Design Firm will be submitted to the Client. The signed proposal along with a 50% deposit (based on the proposal total) will be required to confirm the orders. Some items such as fabric, wall coverings, antiques and accessories may require a 100% deposit.

Invoices for the balance of approved merchandise, sales tax, freight, cartoning and delivery charges are due within thirty (30) days of the invoice date. Should the project be delayed through no fault of the Design Firm and the facility not be in proper condition to receive the merchandise, invoices will be submitted for all merchandise and will be due within fifteen (15) days of the invoice date.

All other construction-related product and architectural finishes including: moldings, millwork, flooring, carpeting, wall mirrors, architectural lighting fixtures, painting, labor for wall cover installation, etc. will be specified by the Design Firm and will be purchased or contracted directly with Independent Contractors by the Client.

V. CLIENT'S RESPONSIBILITY

The Client shall provide full information regarding the requirements for the Project and the Design Firm shall be entitled to rely on the accuracy and completeness thereof, including, but not limited to, the information provided by the Architect in its drawings. The Design Firm may use the documents provided by the Architect and the Architect shall be responsible to coordinate the final Construction Documents with the Design Firm's design documents. The Design Firm shall not be responsible for errors or omissions in the Architect's drawings nor shall the Design Firm be required to coordinate changes made by the Architect unless the Architect provides written notice of the change to the Design Firm in a timely manner.

The Client is responsible for obtaining all permits for the project. The Client shall designate a representative who shall be fully acquainted with the Project and has authority to approve the design, render decisions promptly and furnish information expeditiously. The Client shall also provide reasonable access to the Project in order for the Design Firm to complete its services. It will be the Client's responsibility to provide the Design Firm with current construction, lighting and electrical plans and budgets and to cooperate with and advise the Design Firm in writing of any changes as they occur.

Client shall ensure that throughout the course of the Project (and specifically during the final installation of Project finishes and millwork) that the Client's Project Representative is familiar with the details of the Project and the Construction Documents. The Design Firm shall not be responsible for the Client's lack of representation at the Project site.

The Design Firm shall not be responsible for the following: the means, methods, techniques, sequences or procedures of construction, fabrication, finishing, procurement, shipment, delivery or installation; or for safety precautions in connection with the Work provided by the Client's Contractors; or for acts or omissions of the Contractors, Subcontractors, suppliers, or any other persons performing any of the work or failure to meet their schedules for delivery or completion.

The Client and the Design Firm agree that the Client will retain the services of a construction representative and/or general contractor prior to the commencement of Design Development Phase for the purpose of establishing a project budget, statement of probable construction cost, and to obtain bids or negotiate proposals for the work, based on the Design Firm's drawings. The Design Firm will coordinate with the Contractor to develop cost effective solutions to the Owner's program; however it is understood, that the Design Firm will not be held responsible for costs of construction related to the Design Documents for which it has no control.

Notwithstanding anything to the contrary in this Agreement, the Client's review and approval of the Design Firm's documents shall be for the purpose of providing the Design Firm with information as to the Client's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents and shall in no way create any liability on the part of the Client for the Design Firm's professional errors, inconsistencies or omissions in any approved documents.

VI. DOCUMENT FORMAT

Documents will be completed in AutoCAD 2011 or Revit 2014 or later version

VII. DESIGN FIRM'S STANDARD OF CARE

The Design Firm's services and obligations under this Agreement shall be provided in accordance with the standard of care and skill of an interior designer in the state of Maryland and, except as otherwise stated herein, shall be in accordance with all applicable government regulations. However, the Design Firm does not warrant or represent that any governmental approval will be obtained, only that the Design Firm will exercise its best efforts to obtain all governmental approvals contemplated under this Agreement. The Design Firm's services will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

The Design Firm shall notify the Client if it becomes aware that changed conditions have occurred or are likely to be encountered that may impact the design intent. Client shall notify the Design Firm in writing of any design error or omission immediately so that the Design Firm shall have an opportunity to cure such design error or omission. Client's failure to provide timely notice shall constitute a waiver of Client's rights to make a claim against Design Firm for damages arising out of any alleged error omission.

The Design Firm will designate a representative that is authorized to act on the Design Firm's behalf during the course of the Project.

VIII. TIME AND PERFORMANCE

Services will be completed within a reasonable time based on the completion time required for similar projects. The Client acknowledges that the completion of the Design Firm's work may be dependent on factors beyond the Design Firm's control and agrees that the Design Firm is not responsible for the time of completion of work because of the potential delays caused other entities, governmental agencies, weather conditions and other factors beyond the Design Firm's control.

IX. PUBLIC LIABILITY INSURANCE

The Design Firm will maintain Standard Worker's Compensation and employer's Liability insurance, throughout the duration of the project, for employees as required by Maryland state law. In addition, the Design Firm shall maintain comprehensive General Liability with an aggregate limit of \$4,000,000.00 and each occurrence limit of \$2,000,000.00. The Design Firm shall maintain Auto Liability insurance with a combined single limit of \$1,000,000.00 and with an umbrella policy written for \$1,000,000.00 for bodily injury, property damage and general liability with a \$1,000,000.00 aggregate. Upon Client request, the Design Firm will supply a Certificate of Insurance to the Client evidencing such coverage and naming the Client as additionally insured.

X. PROFESSIONAL ERRORS AND OMISSIONS

The Design Firm will maintain errors and omissions coverage throughout the duration of the project in the amount of \$1,000,000.00 each claim and \$1,000,000.00 annual aggregate and upon Client request, will provide the Client with a Certificate evidencing such insurance.

XI. TERMINATION OF THE AGREEMENT

Either party upon seven (7) days written notice to the other party may terminate this Agreement. Notice of termination shall be in writing and sent to the other party by courier or overnight delivery service. In the event of termination, the Client shall compensate the Design Firm for services rendered through the date of termination and will reimburse the Design Firm for all Reimbursable Expenses then due. Within five (5) days after the date of termination, the Client shall make full and final payment to the Design Firm for all purchases that have been approved by the Client up and through the date of termination. Upon receipt of the items from the manufacturer and/or supplier, the Design Firm shall deliver to the Client the items, which have been paid for in full.

XII. PHOTOGRAPHY

The Design Firm shall have the right to photograph the Project before, during and after completion and use the photographs for marketing, promotional, award submissions or other commercial uses. With the Client's permission, the Design Firm may use the Client's name when submitting the project for awards or publications and when marketing.

XIII. REIMBURSABLE EXPENSES

A. The Client shall reimburse the Design Firm for its Reimbursable Expenses on the Project. Reimbursable Expenses will be invoiced at the Design Firm's actual cost plus a 10% administrative fee. Reimbursable Expenses are in addition to the Design Firm's compensation and include actual expenditures made by the Design Firm and the Design Firm's employees in the interest of the Project, including:

1. Cost of Vellum and bond CAD paper, blueprints and reproduction of drawings and specifications
2. Cost of color copies
3. Expense for postage and handling of drawings or other materials transported in relation to the Project
4. Expense of professional and/or additional renderings, models, presentation boards, mock-ups (unless otherwise noted) *2 included in scope per telecon w/PA JPM*
5. Expense of additional insurance coverage in excess of normal coverage (not subject to 10% administrative fee)
6. Overnight mail and messenger service
7. Out of pocket costs associated with the Project, such as samples or supplies
8. Costs associated with incidental merchandise for the Project and authorized by the Client
9. Air fare, transportation, overnight accommodations approved by the Client in advance

HARTMAN DESIGN GROUP, INC 111 ROCKVILLE PIKE, SUITE 425 ROCKVILLE, MD 20850
O 301.838.9306 F 301.838.0096 | HARTMANDESIGNGROUP.COM

XIV. OWNERSHIP

The documents prepared by the Design Firm for this Project are instruments of the Design Firm's service for use solely with respect to this Project and, unless otherwise provided, the Design Firm shall be deemed the author of these documents and shall retain common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies of the Design Firm's documents for the Client's information, reference and use in connection with the Project.

In the event of termination of this Agreement prior to completion of the Project and upon receipt of full payment by the Design Firm for all design services rendered and expenses incurred as of the date of termination, the Client will be given one reproducible set of Drawings and Specifications and final supporting calculations as of the date of termination subject to the conditions set forth herein. The Client's right to use the Design Firm's Drawings and Specifications for the Project upon termination of this Agreement is subject to the conditions that follow. It is understood by the Client that the Drawings and Specifications were prepared only for this Project and that such Drawings and Specifications are inappropriate for use in connection with any other Project. If this Agreement is terminated prior to the completion of construction, the Design Firm will be entitled to remove the Design Firm's name and title block and other means of identification from the Drawings and Specifications. In such event, the Client shall not use any documents with the Design Firm's name or other information and the Client will be responsible for retaining appropriate professional services for the completion of this Project. The Design Firm shall not be responsible for any continued use, reuse or adaptation of the Drawings and Specifications on this Project without the Design Firm's subsequent professional involvement. In the event the aforesaid Drawings and Specifications are used or adapted as noted without the Design Firm's professional involvement, the Client shall, to the fullest extent permitted by law, defend, indemnify and hold the Design Firm harmless from any and all claims, losses, costs, damages and expenses which the Design Firm may incur, resulting from or in any way arising out of such use or adaptation.

XV. DISPUTE RESOLUTION

Prior to litigation, the parties shall endeavor to settle disputes by non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution, legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The Client and the Design Firm specifically waive any right to a trial by jury in any court with respect to any and all claims, including but not limited to those sounding in contract, tort or statute against the other arising out of or connected in any way to the Project or this Agreement because the parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate. All disputes shall be determined by a state or federal court located in Montgomery or Prince George's County Maryland which has jurisdiction over this matter. This Agreement shall be governed by the laws of the state of Maryland.

XVI. MISCELLANEOUS

- A. To the best of its knowledge, information and belief, the Drawings and Specifications with respect to the construction of the Project will comply with applicable federal, state and local codes including but not limited to the requirements of Title II and III of the Americans with Disabilities Act and the Fair Housing Act in so far as the Design Firm believes such requirements relate to the design of the Project. However, it is understood that the interpretation of these codes is subject to interpretation by the federal, state and local authorities and may require modifications to the Project, which are beyond the Design Firm's control and responsibility.
- B. In recognition of the relative risks and benefits of the Project to both the Client and the Design Firm, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Design Firm and its Consultants to the Client. The Design Firm's liability to the Client for any and all claims, losses, costs and/or damages of any nature whatsoever shall not exceed the Design Firm's fee received on this Project. Such claims and causes include but are not limited to negligence, professional errors or omissions, strict liability and breach of contract or warranty.
- C. The Client hereby agrees to defend, indemnify, protect, save and hold the Design Firm harmless from and against any and all claims, demands, liability, loss, damage, fines, penalties, attorneys' fees and litigation expenses (collectively "Loss") arising out of the Client and its Consultant's, Contractor's and Agent's negligent acts or omissions. This indemnity shall not be construed so as to indemnify the Design Firm from damages solely caused by the Design Firm or its Consultants.
- D. Under no circumstances shall any employee or agent of the Design Firm have any liability to the Client concurrent or jointly with, in addition to or in excess of the Design Firm's liability under this Agreement. Notwithstanding the foregoing, in the event any award or judgment is entered against any such individual, the Client agrees to look exclusively to the assets of the Design Firm for satisfaction of said damages.
- E. No deductions shall be made from the Designer's compensation on account of alleged claims for the services performed or merchandise provided.
- F. The Design Firm shall be permitted to display its name and/or logo on the property from commencement through the completion of construction. This display of the Design Firm's name and/or logo may be on a project sign produced by the Client, which includes the name of the project, Client, Architect, Engineers, etc.
- G. Neither party shall assign this Agreement without the written consent of the other party.
- H. The Design Firm does not warrant or represent that the actual construction costs associated with the implementation of the Design Firm's design will not vary from the construction estimates, if any, prepared by the Design Firm or any third

party. The Client and Design Firm recognize that neither the Design Firm nor the Client has control over the cost of labor, materials or equipment, over other Contractor's methods of determining bid prices or over competitive bidding, market or negotiating conditions. Accordingly, the Design Firm cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's Project budget or from any estimate or evaluation prepared or agreed to by the Design Firm. Nonetheless, the Design Firm will use its reasonable efforts to design within the Client's estimated budget.

- I. The Client shall have the benefit of all guarantees and warranties issued to either the Client or the Design Firm by the Suppliers, Manufacturers and Contractors. In addition, the Design Firm agrees to warrant any merchandise that the Design Firm purchases for the Project against damage or defect for one year from the date of delivery of the merchandise or the length of the specified warrantee, whichever is greater. The Design Firm does not guarantee fabrics against ordinary wear, shrinkage, fading, latent defect and slight imperfection. **IMPLIED WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS ARE EXPRESSLY EXCLUDED.** The Design Firm's warranty obligations shall not exceed those set forth in this section.
- J. For causes of action between the parties to this Agreement pertaining to acts or failures to act occurring prior to Substantial Completion, the applicable statute of limitations shall commence to run on the date of Substantial Completion.

XVII. ENTIRE AGREEMENT

This Agreement and the attachments hereto constitute the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised except by a written document signed by both parties.

XVIII. AUTHORITY

Each party represents to the other that the person signing on its behalf has the legal right and authority to enter into and bind such party to the commitments and obligations set forth herein.

If this letter of Agreement meets with your approval, please sign and return one copy. Thank you for this opportunity to be of service.

Hartman Design Group, Inc.

By: *P. Hartman*
Phyllis Hartman, LEED AP, ASID
President

Date: _____

CLIENT

By: *see attached*
Name: *signature page*
Title:

Date: *11/13/2015*

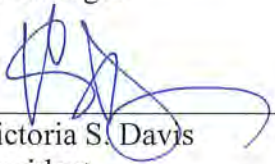
CAPPER/CARROLLSBURG VENTURE, LLC,
a District of Columbia limited liability company

By: Mid-City Urban, LLC,
a Delaware limited liability company,
a Member

By: Mid-City Legacy, LLC,
a Delaware limited liability company,
its Manager

By: Urban Atlantic Development, LLC,
a Delaware limited liability company,
its Manager

By:



Victoria S. Davis
President

**Capper Carrollsborg Venture, LLC
Square 769 North Apartments
Washington, DC
Program of Services-
Attachment A
October 15, 2015**

GENERAL PROJECT UNDERSTANDING

This residential multi-family property will be located in SE, DC near the ball park and comprises 179 residential units, amenities and retail. The architect is Lessard Architectural and the Landscape architect is Studio 39. Part of the Arthur Capper Carrollsborg Development, the building is located across from Canal Park.

DOCUMENTATION: AutoCAD or Revit

MANAGEMENT: Forrest City

SCHEDULE:

- Building Permit: April 2016
- Architectural Bid Documents: October 2015

AREAS OF SCOPE:

Common and Amenity Spaces (6200 SF)

First Floor: (Approx. 3200 SF)

- Lobby
- Leasing
- Vestibule
- Bike Storage
- Elevator Lobby
- Mail Room
- Package Storage
- Town House Corridor

Second Floor:

- Courtyard
- Residential Corridor

10th Floor Amenities: (Approx. 3000 SF)

- Clubroom
- Game Room
- Fitness Center
- Residential Corridor
- Roof Deck



Residential Corridors:

- 1st Floor
- 2nd Floor
- 3rd-9th Floor Typical
- 10th Floor
- Trash Rooms (1 Typical)
- Unit Entries (1 typical)

Elevator Lobbies:

- Lobby Level
- Typical

General:

- Elevator cab interior-2 types (freight and passenger)

Garage Elevator Lobbies:

- Three types

SCOPE OF WORK PER AREA**Design Services for the Amenity Spaces and Leasing Office :**

- Programming
- Space planning
- Fixture and equipment specification
- Design and elevations
- Millwork design (molding selection; design of all built in cabinets, wall paneling, etc.)
- RCP, lighting plan and specifications
- Power and communication plan
- Finish selections, specifications and plan
- Complete interior design documents
- Furniture, fabric window covering, art and accessory selections
- Procurement of all furnishings including art and accessories
- Coordination with Client and consultants as required
- Installation of furnishings, art and accessories through completion

Design Services for Residential Corridors and Elevator Lobbies:

- Design and detail elevator lobbies
- Locate and design corridor pilasters as required
- Lighting and power plan including lighting selections and specifications
- Coordination with Client and consultants as required
- Design and detail unit entries
- Finish selection and plan

Design Services for Trash Rooms:

The design firm shall provide the following:

- Paint selection and specifications
- Flooring selection and specifications
- Molding selection and specifications

Design Services for Elevator Cabs:

The Design Firm shall make selections, design and detail the elevators including:

- Coordination with elevator company and contractor
- Coordination with Client and consultants as required
- Select architectural finishes
- Design architectural elements
- Specify standard elevator lighting, finishes and accessories

Design Services for Restrooms:

The Design Firm shall make selections, design and detail the restrooms including:

- Adjust architectural space planning as required
- Select and schedule architectural lighting
- Select and schedule architectural finishes, plumbing fixtures and accessories
- Details as required

Design Services for Outdoor Spaces:

The Design Firm shall provide coordination with the landscape architect and selection of furnishings

Fire/Egress Stairwells:

- Provide paint finishes as requested

Marketing and Building Signage:

- During the process of design, the Design Firm will coordinate with Owner and Marketing Consultant to provide input that facilitates a coordinated marketing strategy and branding
- The Design Firm will coordinate with the Signage Consultant/Fabricator related to design and palette of interior signage (signage design as requested will be considered additional service)
- The Design Firm will review mock ups of typical signs for approval (that are provided by the Signage Consultant/Fabricator)

Units:

Specific services for units shall be provided on an as requested, hourly basis. Services may include:

- Finishes, fixtures and equipment selections as follows:
 1. Flooring
 2. Wall finishes
 3. Cabinet style and finish
 4. Counter tops
 5. Hardware
 6. Window treatments
 7. Plumbing fixtures and accessories
 8. Decorative and Architectural Lighting fixtures
 9. Shower enclosures
 10. Appliances
 11. Paint
 12. Moldings
- Review and comment on unit layouts, provide sketched furniture plans,
- Review and comment on electrical and reflected ceiling plans
- Provide elevations and details of typical one typical kitchen and bath
- Review of submittals and shop drawings
- Attend mock up review in field

Model Apartments (budget estimates noted in the proposal)-At the time that specific units are selected as the models and upon request, a separate proposal will be submitted by the

Design Firm: The Design Firm will provide turn-key services related to models including:

- Furniture, art and accessory selection
- Built-in cabinet design
- Presentation to Owner
- Paint/finish selection
- Procurement of furnishings and accessories
- Installation through completion



EXHIBIT J



ECS MID-ATLANTIC, LLC

"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

May 5, 2014

Mr. Dan McCabe
Urban Atlantic
7735 Old Georgetown Road
Suite 600
Bethesda, Maryland 20814

ECS Proposal No. 01-47693-EP

Reference: Proposal for Phase I Environmental Site Assessment, Copper Square-0769N,
250 M Street SE, Washington, DC.

Dear Mr. McCabe:

ECS Mid-Atlantic, LLC (ECS) is pleased to provide Urban Atlantic with general guidelines and a fee estimate for performing services for the above-referenced site. Our proposal contains a summary of relevant information as we understand it, a description of services to be provided, a project schedule and the estimated fees for completion of the proposed services.

PROJECT INFORMATION

The subject site is located northwest of the intersection of M Street SE and 3rd Street SE in Washington, DC. The site is more specifically identified as District of Columbia Square 0769, Lot 0821 (portion). The site consists of vacant land and is proposed for development of a multi-story 171 unit apartment building with below grade parking.

SCOPE OF SERVICES

The Phase I Environmental Site Assessment will be prepared in general accordance with ASTM Standard E1527-13, Standard Practice for Phase I Environmental Site Assessments: Phase I Environmental Site Assessment Process. We reserve the right to adjust the quoted price for this Phase I ESA if supplemental investigation, additional lender requirements or other services, beyond the scope outlined in this proposal, are requested.

ENVIRONMENTAL DISCLOSURE

We have attached the User Questionnaire to assist Urban Atlantic (user of the report) and the environmental professional (ECS) in gathering information from the user that may be material to identifying recognized environmental conditions with respect to the site. As the user of the report, please complete the attached questionnaire and return it with the signed proposal. In order to facilitate project completion, the Questionnaire should be completed and returned to ECS at the same time this proposal is authorized. This questionnaire will be

included in the Phase I ESA Report and will assist in satisfying the "User's Responsibilities" portion of the ASTM Standard.

In addition, the ASTM standard also requires a search for the existence of environmental liens and activity and use limitations (AULs) to be conducted in order to satisfy "All Appropriate Inquiry" in accordance with 40 CFR Part 312. If this information is not readily available, ECS can contract with a third party provider to conduct this search for an additional fee. It should be noted that failure to provide this information (or contract for its attainment) may preclude your ability to qualify for certain liability protections. Please indicate on the attached authorization page if you would prefer ECS to obtain this information on your behalf.

The proper performance of "due diligence" in respect to environmental site assessments requires both an on-site evaluation and a careful review of available applicable local, state and federal public records. It would expedite matters if your office could provide ECS with a site plan and a point of contact for site access. In addition, we would appreciate receiving a current chain of ownership for the subject site back to at least 1940 if one is available.

PROJECT FEES & SCHEDULE

ECS will provide the proposed scope of services for the lump sum fee of \$1,900.00 with the exception of any additional services selected by the client. We will proceed with the scope of services upon receipt of written authorization. Our fee is based on the chain of title, 3rd party AUL search and property owner/contact information being provided by you or your agents.

We anticipate that the Phase I ESA can be completed within two weeks of authorization to proceed provided that site access is granted promptly. We will proceed with the accepted services upon receipt of written authorization.

PROPOSAL ASSUMPTIONS

We have made the following assumptions in developing this proposal:

- Prices presented herein are valid for 120 days from the date of this proposal.
- One color electronic version (PDF format) of the report will be provided upon completion of the project. If requested, ECS will provide up to 2 original reports for the quoted fee. Additional bound reports requested will be provided for a nominal fee.
- The lump sum fee does not include the cost for Land Title Record and Judicial Record Search for Environmental Liens or Activity and Use Limitations associated with the subject site (see Question 1 on the Attached Questionnaire). Please forward the results of the land title record and judicial record review for our report. Failure to provide this information may preclude CERCLA liability protections.

- If you would prefer, we can obtain this Land Title Record and Judicial Record Search for Environmental Liens or Activity and Use Limitations from a third party provider for an additional fee of \$175.00 per parcel for the subject site. Please note, it may take approximately two to four weeks upon authorization to procure this information.
- Upon client authorization, additional project work not specifically addressed by this proposal shall be charged at a time and materials rate in accordance with the ECS Fee Schedule in place at the time the service is performed.
- ECS has not included provisions for evaluation of non-scope items (i.e. asbestos, wetlands, mold, etc.) which may pose a business environmental risk (BER) to the subject site. If requested, ECS can discuss additional scope items which may apply.

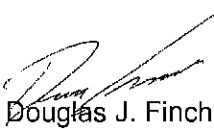
PROPOSAL ACCEPTANCE

This proposal and the attached Terms and Conditions of Service constitute the entire agreement between ECS and the Client for this project. To authorize this study, please complete, sign, and return one copy of the attached proposal acceptance sheet to our office. Issuance of a purchase order or other types of notice to proceed (verbal, written or electronic) implicitly acknowledges acceptance of the Terms and Conditions of Service and this proposal.

Thank you for allowing us to offer our services on this project. If you have any questions concerning this proposal, please do not hesitate to contact the undersigned at your convenience. If you have questions concerning the contents of this proposal, or if we can be of further service, please contact us at (703) 471-8400.

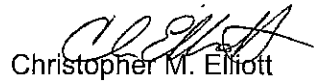
Sincerely,

ECS Mid-Atlantic, LLC



Douglas J. Finch

Senior Environmental Staff Project Manager



Christopher M. Elliott

Senior Environmental Project Manager

Attachments: Proposal Acceptance Form
ATSM 1527-13 User Questionnaire
ECS Terms and Conditions of Services

I:\Environmental\PROPOSAL\47000\47693-EP Capper Square 769N\47693-EP.doc

PROPOSAL ACCEPTANCE

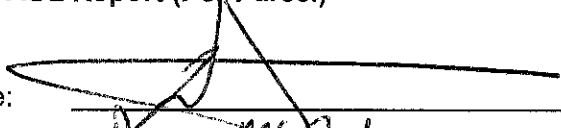
Initial here for acceptance

Phase I ESA Report

\$1,900.00 DM

Lien Search & AUL Report (Per Parcel)

\$175.00 DPM

Client Signature: 

Printed Name: Dan McCabe

Title/Firm: Urban Atlantic

Date of Acceptance: 5/6/2014

To indicate acceptance of this proposal and to initiate work on the above-referenced project, please sign above and return this page to us. The Client's signature above indicates that he/she has the authority to bind the Client, has read and takes no exception to the attached Terms and Conditions of Service, and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION

(Please Print or Type)

Party Responsible for Payment: Urban Atlantic

Name of Contact Person/Title: Dan McCabe

Billing Address: see cover page

Telephone Number: 301-280-6600

Email Address: dmccabe@urban-atlantic.com

Fax Number: _____

Client Project/Account Number: _____

Special Conditions for Invoice: _____

Site Owners Name & Telephone #: _____

Site Access Name & Telephone #: _____



Environmental Questionnaire for User

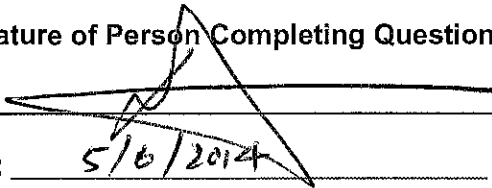
Completion required for conformance with ASTM E 1527-13. Failure to provide this information may preclude CERCLA liability protections for the property purchaser. Please return answered form to ECS.

Site Name: Northern portion of Square 769 SE, Washington DC

Name and Title of Person Completing Questionnaire (Please Print):

Dan McCabe

Signature of Person Completing Questionnaire:



Date:

5/6/2014

Name of Your Company and Your Contact Number (Please Print):

Urban Atlantic

ASTM E 1527-13 indicates that, "Either the user shall make known to the environmental professional the reason why the user wants to have the Phase I Environmental Site Assessment performed or, if the user does not identify the purpose of the Phase I Environmental Site Assessment, the environmental professional shall assume the purpose is to qualify for an LLP to CERCLA liability and state this in the report." As the user of this ESA, what is the reason for conducting the Phase I ESA? If this question is unanswered, ECS will assume that the user's reason for the ESA is to qualify for landowner liability protections to CERCLA liability.

Please state reason for having ESA performed: We diligence to procure financing for development.

Will you provide Property Title Records and a Legal Description to ECS?

Please select one:

NO

☒

YES

☐

(Legal description was provided)

Will you provide a 50-year chain of title abstract to ECS?

Please select one:

NO

☒

YES

☐

Please Send Information Promptly

- (1a.) **Environmental liens that are filed or recorded against the site (40 CFR 312.25).** ASTM E 1527-13 states that the user should perform a review of recorded land title records and judicial records for environmental liens or activity and use limitations for the site. Please forward the results of the land title record and judicial record review. If you would prefer, ECS can obtain this information from a third party provider for **an additional fee**. Please let ECS know if you would like to contract ECS for this service.

Please select one: **Client to Provide** ☐ **ECS to Provide for Additional Fee** ☒

- (1b.) **Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).** Are you aware of any activity use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

Please select one: **NO** ☒ **YES** ☐

If yes, please explain: _____

- (2.) **Specialized knowledge** - As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

Please select one: **NO** ☒ **YES** ☐

If yes, please explain: _____

- (3.) **Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).** Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example:

(a.) Do you know the past uses of the property?

Please select one: **NO** ☐ **YES** ☒

If yes, please state uses: Presently, site is a vacant lot. Previously, site contained public housing apartment units.

(b.) Do you know of specific chemicals that are present or once were present at the property?

Please select one:

NO

☒

YES

☐

If yes, please explain: _____

(c.) Do you know of spills or other chemical releases that have taken place at the property?

Please select one:

NO

☒

YES

☐

If yes, please explain: _____

(d.) Do you know of any environmental cleanups that have taken place at the property?

Please select one:

NO

☒

YES

☐

If yes, please explain: _____

(4.) Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29). Does the purchase price being paid for this property reasonably reflect the fair market value of the property?

Please select one:

NO

☒

YES

☐

If no, please explain: Property is not being offered for sale.

If you are aware that there is a difference, is the lower purchase price because contamination is known or believed to be present at the property?

Please select one:

NO

☒

YES

☐

If yes, please explain: _____

(5.) Parcel Property Owner(s) & Contact Number(s):

- A. District of Columbia Housing Authority
B. David Corbelle - 202-535-2568
C. _____
D. _____

Property Manager and Occupant(s) & Contact Number(s)

Property Manager: N/A

Occupant/Tenant: N/A

Occupant/Tenant: N/A

- (6.) The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31). As the user of this ESA, based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Please select one:

NO

☒

YES

☐

If yes, please explain:

ECS MID-ATLANTIC, LLC

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS • FACILITIES

\$13,051

Permitting + Miss Utility — 2 wks
Mob. — 1 wk
Field & Lab Work — 1 wk
Report — 1 wk
5 weeks

PROPOSAL FOR PHASE II ENVIRONMENTAL SITE ASSESSMENT

CAPPER SQUARE 769 NORTH
1100 2nd Place, SE ~~1108 2ND STREET, SE~~
WASHINGTON, DC



ECS Mid-Atlantic, LLC
14026 Thunderbolt Place, Suite 100
Chantilly, VA 20151
703-471-8400
David J. Bookbinder
dbookbinder@ecslimited.com





ECS MID-ATLANTIC, LLC

"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

April 29, 2016

Mr. Dan McCabe
Capper Carrollsburg Venture, LLC
7735 Old Georgetown Road
Bethesda, Maryland 20814

ECS Proposal No. 47:1004-EP

Reference: Proposal for Phase II Environmental Site Assessment, Capper Square 769
North, ~~1108-2nd~~ Street SE, Washington, DC.
1100 2nd Place

Dear Mr. McCabe:

ECS Mid-Atlantic, LLC (ECS) is pleased to provide this proposal and cost estimate to perform a Phase II Environmental Site Assessment (ESA) at the referenced property. Our proposal contains the following: objectives of the study, the scope of services for performing the environmental services, a description of the field methods to be utilized, a description of the information that will be incorporated into the final report, a schedule for implementation, and a cost estimate for performing the proposed work.

PROJECT BACKGROUND

The subject property is identified by District of Columbia Square 0769, Lots 0826 and 0019 and owned by the District of Columbia Housing Authority. The approximate 0.49-acre subject property consists of a gravel parking lot. The site is proposed for development of a multi-story apartment building with below grade parking.

ECS recently prepared a Phase I ESA for the subject property dated March 9, 2016 (ECS No. 47:1534). The Phase I ESA revealed the following recognized environmental condition (REC):

- The adjacent property to the south along M Street SE was reportedly developed with a gasoline station from 1955 to the mid 1990s. The presence of a gas station with petroleum USTs on an adjacent property is considered a REC because of the active LUST case and the potential for contamination migrating onto the subject through groundwater and/or soil vapor pathways. The site is proposed for below ground excavation. If contaminated soil and/or groundwater are encountered, the material will need to be handled and disposed of in an appropriate manner.

PURPOSE & SCOPE OF SERVICE

The purpose of the proposed Phase II ESA will be to collect soil and groundwater (if encountered) samples from beneath the site for the purposes of providing an assessment of subsurface environmental conditions at the site.

Prior to the advancement of any boring, ECS will obtain the necessary permits from DCRA required for drilling boreholes for project sites within Washington, DC. Part of the permitting process is submitting a work plan to the Department of Energy and the Environment (DOEE) for review and approval.

Once the workplan has been approved and the permit has been received, ECS will employ a track-mounted Geoprobe to advance a total of five borings across the site. The approximate boring locations are depicted on the attached boring location diagram. The Geoprobe uses a hydraulic hammer to push a steel rod with a polyethylene sleeve into the ground in five-foot increments. The macrocore is then withdrawn from the ground and the sleeve removed containing a relatively undisturbed soil core. The sleeve is cut open allowing examination of the entire soil core, and sampling of soil from the core sample.

The borings will be advanced to a depth of 30 feet below surface (i.e. anticipated depth of saturated conditions) or until probe refusal and/or dense clay is encountered, whichever is encountered first. If unusual obstructions or suspicious voids are encountered that may be considered evidence of a UST, the boring will be halted in that location, and may be offset to avoid puncturing an existing tank. Discrete soil samples will be screened in 2.5-foot intervals throughout the depth of each boring. Each soil sample will be screened in the field with a Photoionization Detector (PID) which measures total volatile organic compounds (VOCs).

Based on PID readings and field observations (i.e. staining or odors), up to two soil samples will be collected from each boring for laboratory analysis. The proposed sampling plan will result in a total of up to 10 soil samples. If obvious field evidence of impact is not detected, one soil sample will be collected from the fill material, and the second sample will be collected directly above the saturated zone (if encountered). All selected soil samples will be placed in laboratory grade glassware, packed on ice and submitted under chain-of-custody protocol to an independent laboratory for analysis of total petroleum hydrocarbons diesel-range and gasoline-range organics (TPH-DRO and TPH-GRO) and VOCs.

If groundwater is encountered before the borings are terminated, ECS will attempt to collect a groundwater sample from each of the borings. The groundwater samples will be collected by placing ten feet of temporary screened PVC at the base of the boring topped with solid riser pipe to the surface. Each groundwater sample will be collected with an inertial or peristaltic pump with dedicated down-hole tubing. The groundwater samples will be placed

in laboratory-grade jars, packed on ice and submitted to an independent laboratory for analysis of TPH-DRO, TPH-GRO and VOCs.

Following completion, each boring will be grouted with a bentonite-cement mixture as required by DOEE.

It should be noted that this investigation and the results are necessarily limited to the areas and depths tested at the time of the investigation. This investigation is not designed or intended to be a full site characterization or comprehensive site assessment. The purpose of this assessment is to provide general information regarding subsurface environmental conditions.

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. Therefore, we will also contact a private utility company to clear boring locations prior to drilling. We will coordinate our test boring locations in order to avoid underground utilities indicated by the Miss Utility locating system. We will not be responsible for any private utilities not pointed out to us by the land owner or client prior to drilling activities.

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.

All investigation derived waste (soil spoils and excess groundwater) will be placed in 55-gallon drums and stored onsite pending removal. At the conclusion of the investigation, one composite soil sample will be collected from the drummed materials and submitted for waste

characterization analysis based on the requirements of a local waste hauler and disposal company. Assuming that the drummed materials are not classified as "hazardous waste" by disposal characterization testing, ECS will contract with a waste hauler to have the drums removed and properly disposed offsite.

Holes bored in asphalt locations will be patched with cold-mixed asphalt. Boreholes in non-paved locations will simply be grouted to the surface.

REPORT

Following receipt of the laboratory results, ECS will prepare a report detailing the sampling methodology, results of the field observations and laboratory analysis, and the implications for site development.

Please note that discovery of petroleum or VOC contamination in soil or groundwater at the site above DC Tier 0 limits is considered a mandatory reportable condition by DOEE. Therefore, if evidence of contamination is discovered, ECS will be under legal obligation to report such conditions to DOEE, which may take additional action against the current owner or other responsible party as determined by DOEE.

COSTS

The estimated cost to perform the tasks outlined above is provided on Table 1. Our estimate is based on experience with similar projects.

ECS performs consulting services on a unit rate basis. This estimate is based on our best estimate of the time required to complete the task. Any additional time and/or laboratory testing above the costs estimated in Table 1 will be billed in accordance with our standard unit rates at an additional cost.

Submitted charges for work are based on the number of units of work actually performed. If unusual conditions are encountered that could affect the performance of the project, we would notify you immediately, so that appropriate changes could be made to the Scope of Services and the cost estimate adjusted accordingly, if necessary. It should be noted that meetings and consultation provided at the request of the client, and beyond the scope of this proposal, will be billed in accordance with ECS' standard fee schedule at an additional cost.

Laboratory analysis is based on a standard turnaround time (5-7 business days). Laboratory analysis can be rushed for a rush 48-hour turnaround time for 1.5 times the cost listed in the table below. Rush analysis will only be conducted at your request.

SCHEDULE

ECS can begin the work immediately following your authorization to proceed. The Work Plan will be submitted to DC Department of Consumer and Regulatory Affairs (DCRA) soon after receiving your written authorization to proceed. (ECS will walk the permit through, but its approval will not be instantaneous.) Based on our experience with similar sites, the permit will take approximately 1-2 weeks to obtain. Utility clearances will be performed and a tentative start date will be scheduled while waiting for the permit approval from DCRA.

The field work is expected to begin within one week of receiving the DCRA permit. It is anticipated that the drilling activities will take one day to complete. *ECS assumes that appropriate arrangements will be made for site access.* Samples will be submitted to the laboratory within 24 hours after sample collection. Laboratory results are expected within 5-7 business days following receipt by the laboratory. The final report can be completed within one week of receiving results. Therefore, for time budgeting purposes, the investigation can be completed in an approximate four week timeframe following receipt of the drilling permit, or approximately six weeks total including two weeks for permit acquisition.

LIMITATIONS

Conclusions and recommendations pertaining to environmental conditions at the subject site are limited to the conditions observed and the materials sampled at the time this study will be undertaken. The survey is not intended to represent an exhaustive research of every potential hazard or condition that may exist, nor does it claim to represent conditions or events that arise after the survey. The sampling results only represent the locations at the time and day of collection.

Attached to this letter, and an integral part of our proposal, are our "General Conditions of Service." These conditions represent the current recommendations of the Association of Soil and Foundation Engineers, the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

AUTHORIZATION

Upon your signed acceptance of this proposal, ECS will begin work on the project. This proposal 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. If you

have any questions or comments concerning the contents of the enclosed documents or other related topics, please feel free to contact us.

Respectfully submitted,

ECS MID-ATLANTIC, LLC



David J. Bookbinder, C.P.G.
Senior Environmental Project Manager



Christopher M. Elliott
Senior Environmental Project Manager

Enclosures: Table 1 – Estimated Costs
Boring Location Diagram
Proposal Acceptance Sheet
Terms and Conditions of Service

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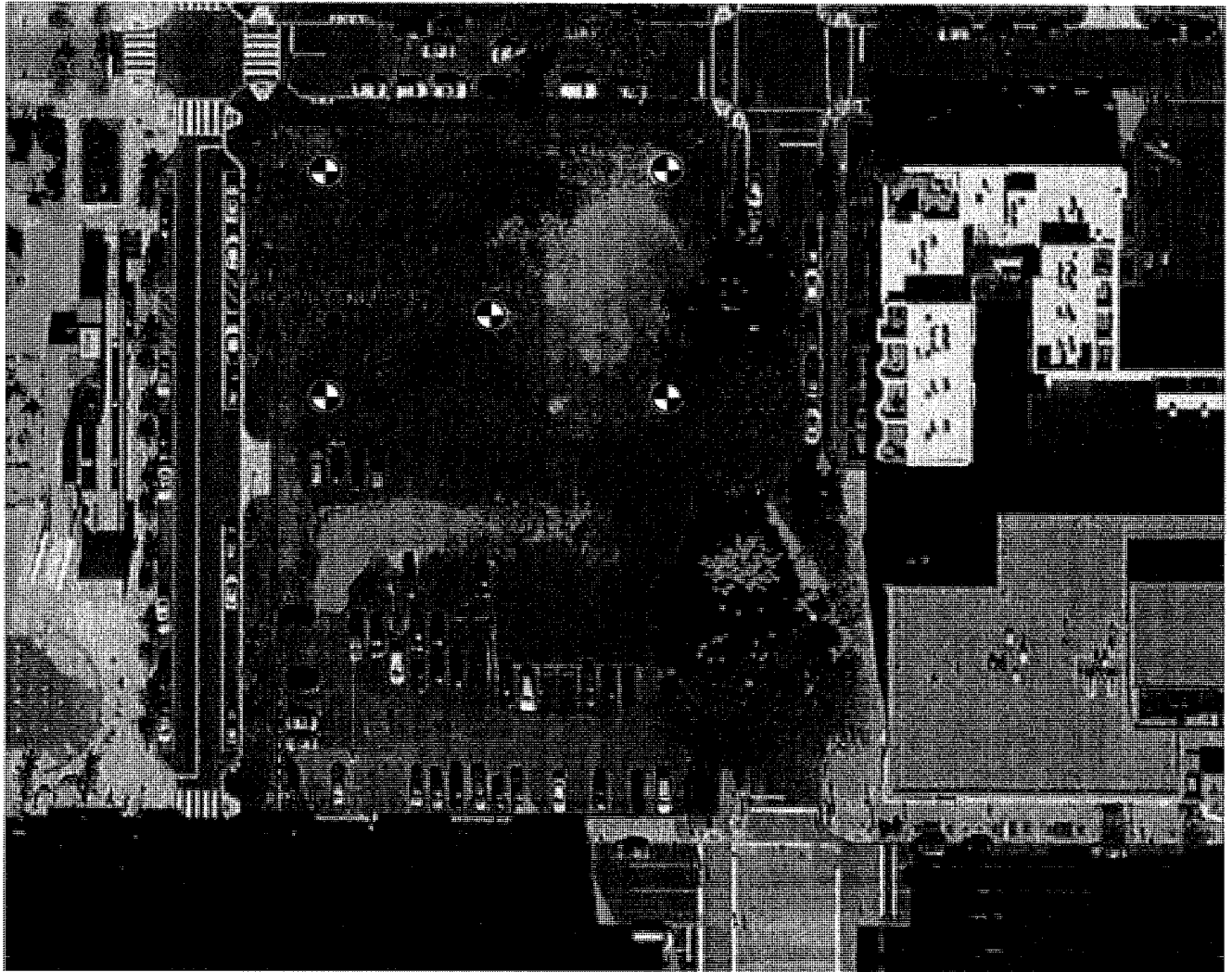
PHASE II ENVIRONMENTAL SITE ASSESSMENT
CAPPER SQUARE 769 NORTH
WASHINGTON, D.C.
ECS PROPOSAL NO. 47:1004-EP

COST TABLE 1

Item	Unit Rate		No. of Units		Estimated Cost
Part 1: Field Work					
Drilling Permit	\$1,500.00	lump sum	1	each	\$1,500.00
Senior Project Manager - setup and coordination	\$125.00	per hour	4	hours	\$500.00
Field Geologist - sample collection	\$85.00	per hour	14	hours	\$1,190.00
Private Utility Locator	\$600.00	lump sum	1	each	\$600.00
Track-mounted Geoprobe	\$2,250.00	per day	1	day	\$2,250.00
Grouting	\$750.00	per day	1	day	\$750.00
Waste Disposal Drums	\$85.00	per drum	1	drum	\$85.00
Waste Hauling and Disposal	\$150.00	per drum	1	drum	\$150.00
Temporary PVC	\$3.50	per foot	150	feet	\$525.00
Miscellaneous Sampling Supplies and Shipping	\$250.00	lump sum	1	each	\$250.00
Mileage	\$0.60	per mile	60	miles	\$36.00
PID Use	\$75.00	per day	1	day	\$75.00
	Subtotal Part 1:				\$7,911.00
Part 2: Laboratory Analysis*					
Soil Analysis - TPH-DRO	\$50.00	per sample	10	sampes	\$500.00
Soil Analysis - TPH-GRO	\$40.00	per sample	10	samples	\$400.00
Soil Analysis - VOCs	\$96.00	per sample	10	samples	\$960.00
Water Analysis - TPH-DRO	\$50.00	per sample	5	samples	\$250.00
Water Analysis - TPH-GRO	\$40.00	per sample	5	samples	\$200.00
Water Analysis - VOCs	\$96.00	per sample	5	samples	\$480.00
Drum Waste Characterization Analysis	\$350.00	per sample	1	sample	\$350.00
	Subtotal Part 2:				\$3,140.00
Part 3: Reporting					
Phase II ESA Report	\$2,000.00	lump sum	1	each	\$2,000.00
	Subtotal Part 3:				\$2,000.00
ESTIMATED TOTAL (Parts 1, 2 and 3)					\$13,051.00

Laboratory costs are based on standard turnaround time (TAT) of 5-7 business days. If faster results are required, rush 48-hour lab analysis can be requested for a premium of 1.5 X the laboratory costs listed above.

Boring Location Diagram



⊕ Proposed Approximate Boring Locations

The actual boring locations may be adjusted in the field due to the presence of parked cars, surface or sub-surface obstructions, utilities, or other concerns. Where necessary, ECS will attempt to offset borings as close as possible to the planned locations.

PROPOSAL ACCEPTANCE

ECS Mid-Atlantic, LLC

Proposal No.: 47:1004-EP
Scope of Work: Phase II Environmental Site Assessment
Location: Capper Square 769 North
1108 2nd Street SE, Washington, DC

Client Signature: _____

Date: _____

5/10/2016

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:

Capper 769N Owner, LLC

Name of Contact Person:

Dan McCabe

Telephone No. of Contact Person:

301.280.6600

Party Responsible for Payment:

Ailsa Giles

Company Name:

Urban Atlantic

Person/Title

Accountant

Department:

Accounting

Billing Address:

7735 Old Georgetown Rd.

Suite 600

Bethesda MD 20814

Telephone Number:

301.280.6600

Fax Number:

301.280.6639

Client Project/Account Number:

Capper 769N

Special Conditions for Invoice:

Submittal and Approval:

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.



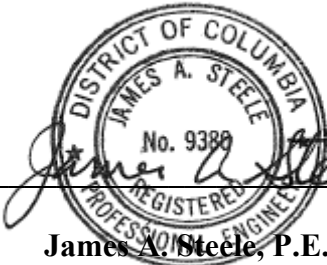
EXHIBIT K



**CAPPER SQUARE 769 NORTH
SE Washington, D.C. 20003
Sheeting Submittal
June 10, 2016**

<u>PAGE</u>	<u>DESCRIPTION</u>
1	Lateral Earth Pressure Diagram
2-5	Sheeting Design 1 (S.B. # 1-15, 60)
6-7	Sheeting Design 2 (S.B. # 16-26)
8	Sheeting Design 3 (S.B. # 27-31)
9	Sheeting Design 4 (S.B. # 32-36)
10-11	Sheeting Design 5 (S.B. # 37-52)
12-13	Sheeting Design 6 (S.B. # 53-59)

THIS WORK APPROVED FOR CONSTRUCTION BY STEELE FOUNDATION, LLC

BY  _____
James A. Steele, P.E.

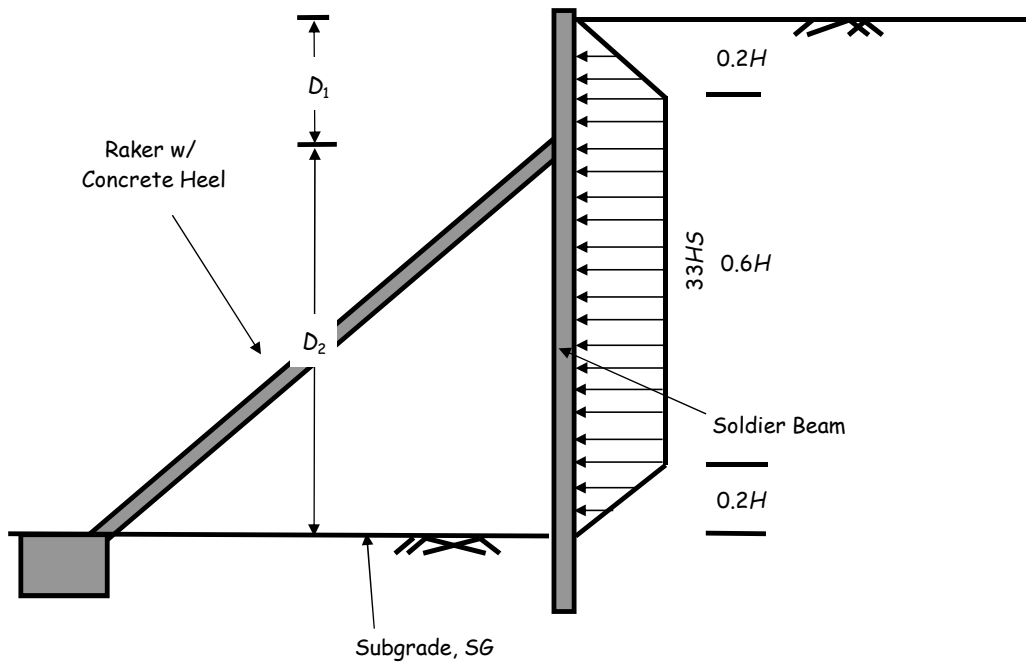
License No. 9380 Exp. Date: 08/31/2016

**Steele Foundation LLC, 3299 K Street, N.W., Suite 601, Washington, D.C. 20007
District of Columbia Certified Business Enterprise, CBE
202-342-1194 (office); 202-342-1194 (fax)**

STEELE FOUNDATION, LLC

Project	Capper Square 769 North	Contract No.	R5355
Location	Capper Square 769 North	Sheet No.	1
Architect/Engineer	Lessard/Tadger Cohen Edelson	Date	6/10/2016
General Contractor	Bozzuto	By	RTN

Figure 1. Typical Loading Diagram for Lateral Design of Sheet piling (Non WMATA)



Where:

H = Design Height

S = Soldier beam spacing

D_i = Distance between top of excavation, tieback supports, raker supports, and subgrade.

Number and type of lateral supports may vary from this typical loading diagram.

25H loading acceptable based on borings provided by ECS Geotechnical Report dated April 17, 2015



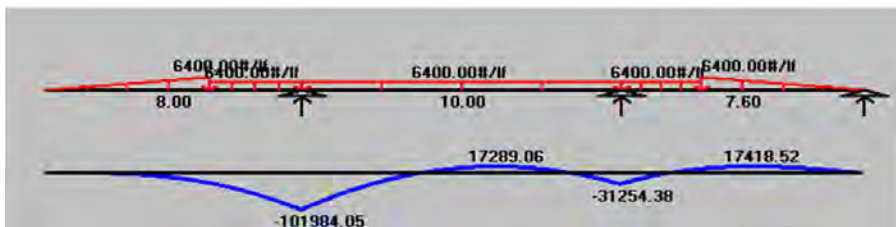
STEELE FOUNDATION, LLC

Project	Capper Square 769 North	Contract No.	R5355
Location	Capper Square 769 North	Sheet No.	2
Architect/Engineer	Lessard/Tadger Cohen Edelson	Date	6/10/2016
General Contractor	Bozzuto	By	RTN

[SHEETING DESIGN 1] - 2 Tier Braced

Soldier Beam # 1-15, 60

Existing grade =	21 ft
Slope, S_1 =	0 ft
Bot. of slope (Top of Soldier Beam) =	21 ft
Subgrade, S.G. =	-4.6 ft
Design Height (Bot. of slope to S.G.), H =	25.6 ft
Beam Spacing, S =	10 ft - max
Brace grade (tier 1), T_{g1} =	13.0 ft
Brace angle (tier 1), T_{a1} =	33.7 degrees ($\pm$)
Brace grade (tier 2), T_{g2} =	3.0 ft
Brace angle (tier 2), T_{a2} =	33.7 degrees ($\pm$)
$25*(H+S_1)*S$ =	6400 lb/ft
Distance btwn Top of Soldier Beam and 1st tier Brace, D_1 =	8.0 ft
Distance btwn 1st tier Brace and 2nd tier Brace, D_2 =	10.0 ft
Distance btwn 2nd tier Brace and Subgrade, D_3 =	7.6 ft



M_{max} =	101984 ft-lb
M_{max} =	1224 in-kips
Moment Reduction, $M_{max}/1.28$ =	956 in-kips
Minimum Section Modulus, $S_x = M_{max} / 36.3 \text{ ksi}$ =	26.3 in ³
Try HP12X53 S_x =	66.7 in ³ > 26.3 in ³

USE HP12x53 for Soldier Beams

1st Tier Brace (Use 2x normal loading to account for additional load from wale on adjacent soldier beams)

Horizontal load at 1st Brace * 2 (from tributary areas) =	134 kips
Axial load in Brace =	160.6 kips
Weak Axis Unbraced length of Brace, L =	31.7 ft
Strong Axis Unbraced length of Brace, L =	31.7 ft
Young's Modulus, E =	29000000 psi
Ultimate yield stress of steel, F_y =	50000 psi
$4.71 * \text{sqrt}(E/F_y)$ =	113

Member
HP14X73

Weak axis, radius of gyration, r_y =	3.49 in
Strong axis, radius of gyration, r_x =	5.84 in
Gross area, A_g =	21.40 in ²
Weak Axis, KL/r_y =	109 in/in
Strong Axis, KL/r_x =	65 in/in

CONTROLS

Elastic critical buckling stress, $F_e = \pi^2 E / (KL/r)^2$ =	24060.4 psi
$KL/r_y < 4.71 * \text{sqrt}(E/F_y) \Rightarrow$	$109 < 113$
Flexural buckling stress, $F_{cr} = 0.877 * F_e$ =	20952 psi
Nominal compressive strength, $P_n = F_{cr} * A_g / 1.67$ =	268.5 kips > 160.6 kips

Use HP14X73 For Brace



STEELE FOUNDATION, LLC

Project	Capper Square 769 North	Contract No.	R5355
Location	Capper Square 769 North	Sheet No.	3
Architect/Engineer	Lessard/Tadger Cohen Edelson	Date	6/10/2016
General Contractor	Bozzuto	By	RTN

[SHEETING DESIGN 1] - 2 Tier Braced Soldier Beam # 1-15, 60

Weld	Axial load in brace =	160.6 kips
5/16"	Vertical component on brace =	89.1 kips
	Allowable stress = 0.3×70 ksi =	21 ksi
	Allowable load = $5/16 \times \sqrt{2} / 2 \times 21$ ksi =	4.6 kips/in
	Minimum required length of 5/16 weld =	19.2 in
	USE MINIMUM OF 20" of 5/16 Weld on Brace	

2nd Tier Brace

	Horizontal load at 2nd Brace (from tributary areas) =	56 kips
	Axial load in Brace =	67.7 kips
	Weak Axis Unbraced length of Brace, L =	13.7 ft
	Strong Axis Unbraced length of Brace, L =	13.7 ft
	Young's Modulus, E =	29000000 psi
	Ultimate yield stress of steel, F_y =	50000 psi
	$4.71 \times \sqrt{E/F_y}$ =	113
Member	Weak axis, radius of gyration, r_y =	2.25 in
6" Pipe	Strong axis, radius of gyration, r_x =	2.25 in
	Gross area, A_g =	5.20 in ²
	Weak Axis, KL/r_y =	73 in/in
	Strong Axis, KL/r_x =	73 in/in
	Elastic critical buckling stress, $F_e = \pi^2 E / (KL/r)^2$ =	53631.0 psi
	$KL/r_y <=> 4.71 \times \sqrt{E/F_y} ==>$	73 < 113
	Flexural buckling stress, $F_{cr} = 0.877 F_e$ =	33846 psi
	Nominal compressive strength, $P_n = F_{cr} \times A_g / 1.67$ =	105.4 kips > 67.7 kips
	Use 6" Pipe For Brace	

Weld	Axial load in brace =	67.7 kips
5/16"	Vertical component on brace =	37.6 kips
	Allowable stress = 0.3×70 ksi =	21 ksi
	Allowable load = $5/16 \times \sqrt{2} / 2 \times 21$ ksi =	4.6 kips/in
	Minimum required length of 5/16 weld =	8.1 in
	USE MINIMUM OF 9" of 5/16 Weld on Brace	

1st Tier Wale Design

	Horizontal load at Wale per raker (from tributary areas), P =	67 kips (@10' SB span)
	Wale Span, l =	20 ft
	Lineal Load, w =	6.7 kips/ft (@ 10' SB Span)
	Max Moment, $M_{max} = PL/4$ =	334080 ft-lb
	M_{max} =	4009 in-kips
	Minimum Section Modulus, $S_x = M_{max} / 33.0$ ksi =	121.5 in ³
	W18X97 S_x =	188.0 in ³ > 121.5 in ³
	USE W18X97 for Wale	

	Moment of Inertia, I_x =	1750.0 in ⁴
	Modulus of Elasticity, E =	29,000,000 psi
	Maximum Structural Deflection, $\Delta_{max} = Pl^3/48EI$ =	0.38 in OKAY



STEELE FOUNDATION, LLC

Project	Capper Square 769 North	Contract No.	R5355
Location	Capper Square 769 North	Sheet No.	4
Architect/Engineer	Lessard/Tadger Cohen Edelson	Date	6/10/2016
General Contractor	Bozzuto	By	RTN

[SHEETING DESIGN 1] - 2 Tier Braced

Typical Heel Block Computation for 1st Tier Single Raker

Axial load of rakers =	161 kips
# of rakers supported by heel block =	1
Total load from rakers =	161 kips
Length of heel block =	5.5 ft
Width of heel block =	3.0 ft
Depth of heel block =	3.5 ft
Area of heel block perpendicular to raker load = $\sqrt{L^2 + W^2} * D$ =	21.9 sf
Allowable bearing capacity (for permanent construction, $FS \sim 3$) =	3000 psf
Ultimate bearing capacity =	9000 psf
Allowable bearing capacity (for temporary construction, $FS \sim 2$) =	4500 psf
Bearing Resistance =	99 kips
Vertical Angle of Raker =	33.7 degrees
Vertical compent of raker load =	89.1 kips
Total vertical load from all rakers =	89.1 kips
Friction coefficient between concrete and soil =	0.5
Frictional resistance along bottom of heel block =	44.6 kips
Frictional resistance transferred to raker axis =	53.6 kips
Friction angle of soil =	30 degrees
Unit weight of soil =	110 pcf
Vertical stress at bottom of heel block =	385.0 psf
Passive earth pressure coefficient =	3.0
Lateral Passive force at bottom of heel block =	1155 psf
Lateral Passive force behind heel block =	11.1 kips
Lateral Passive force transferred to raker axis =	11.1 kips
Total resistance (bearing, friction along base, passive) =	163.4 kips > 160.6 kips OKAY

For Single raker heel blocks

USE L = 5.5 ft W = 3 ft D = 3.5 ft Concrete Heel Block (2500 psi)

Typical Heel Block Computation for 2nd Tier Single Raker

Axial load of rakers =	68 kips
# of rakers supported by heel block =	1
Total load from rakers =	68 kips
Length of heel block =	3.0 ft
Width of heel block =	2.5 ft
Depth of heel block =	2.5 ft
Area of heel block perpendicular to raker load = $\sqrt{L^2 + W^2} * D$ =	9.8 sf
Allowable bearing capacity (for permanent construction, $FS \sim 3$) =	3000 psf
Ultimate bearing capacity =	9000 psf
Allowable bearing capacity (for temporary construction, $FS \sim 2$) =	4500 psf
Bearing Resistance =	44 kips
Vertical Angle of Raker =	33.7 degrees
Vertical compent of raker load =	37.6 kips
Total vertical load from all rakers =	37.6 kips
Friction coefficient between concrete and soil =	0.5
Frictional resistance along bottom of heel block =	18.8 kips
Frictional resistance transferred to raker axis =	22.6 kips
Friction angle of soil =	30 degrees
Unit weight of soil =	110 pcf
Vertical stress at bottom of heel block =	275.0 psf
Passive earth pressure coefficient =	3.0
Lateral Passive force at bottom of heel block =	825 psf
Lateral Passive force behind heel block =	3.1 kips
Lateral Passive force transferred to raker axis =	3.1 kips
Total resistance (bearing, friction along base, passive) =	69.6 kips > 67.7 kips OKAY

For Single raker heel blocks

USE L = 3 ft W = 2.5 ft D = 2.5 ft Concrete Heel Block (2500 psi)



STEELE FOUNDATION, LLC

Project	Capper Square 769 North	Contract No.	R5355
Location	Capper Square 769 North	Sheet No.	5
Architect/Engineer	Lessard/Tadger Cohen Edelson	Date	6/10/2016
General Contractor	Bozzuto	By	RTN

1st and 2nd tier Corner Brace at S.B. 2:60,13:15 (Use greater load of 1st and 2nd tier)

Horizontal load at Brace (from tributary areas) =	67 kips (max load @ 10' SB span)
Axial load in Brace (45 degrees) =	94.5 kips
Weak Axis Unbraced length of Brace, L =	13.0 ft
Strong Axis Unbraced length of Brace, L =	13.0 ft
Young's Modulus, E =	29000000 psi
Ultimate yield stress of steel, F_y =	50000 psi
$4.71 * \text{sqrt}(E/F_y)$ =	113
Weak axis, radius of gyration, r_y =	2.25 in
Strong axis, radius of gyration, r_x =	2.25 in
Gross area, A_g =	5.20 in ²
Weak Axis, KL/r_y =	69 in/in
Strong Axis, KL/r_x =	69 in/in
Elastic critical buckling stress, $F_e = \pi^2 E / (KL/r)^2$ =	59540.7 psi
$KL/r_y <=> 4.71 * \text{sqrt}(E/F_y) ==>$	69 < 113
Flexural buckling stress, $F_{cr} = (0.658^{(F_y/F_e)}) * F_y$ =	35182 psi
Nominal compressive strength, $P_n = F_{cr} * A_g / 1.67$ =	109.5 kips > 94.5 kips
Use	6" Pipe For Brace at 1st & 2nd Tier

Member
6" Pipe

Axial load in brace =	94.5 kips
Shear component on brace =	66.8 kips
Allowable stress = 0.3 x 70 ksi =	21 ksi
Allowable load = 5/16 x sqrt(2) / 2 x 21 ksi =	4.6 kips/in
Minimum required length of 5/16 weld =	14.4 in
USE MINIMUM OF	15" of 5/16 Weld on Brace

Weld
5/16"



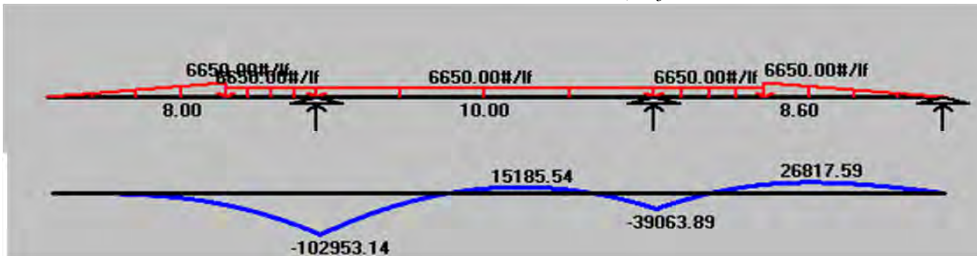
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Project	Capper Square 769 North	Contract No.	R5355
Location	Capper Square 769 North	Sheet No.	6
Architect/Engineer	Lessard/Tadger Cohen Edelson	Date	6/10/2016
General Contractor	Bozzuto	By	RTN

[SHEETING DESIGN 2] - 2 Tier Tieback

Soldier Beam # 16-26

Existing grade =	22 ft
Slope, S_1 =	0 ft
Bot. of slope (Top of Soldier Beam) =	22 ft
Subgrade, S.G. =	-4.6 ft
Design Height (Bot. of slope to S.G.), H =	26.6 ft
Beam Spacing, S =	10 ft
Tieback grade (tier 1), T_{g1} =	14.0 ft
Tieback angle (tier 1), T_{a1} =	26.6 degrees ($\pm$)
Tieback grade (tier 2), T_{g2} =	4.0 ft
Tieback angle (tier 2), T_{a2} =	26.6 degrees ($\pm$)
$25*(H+S_1)*S$ =	6650 lb/ft
Distance btwn Top of Soldier Beam and 1st tier Tieback, D_1 =	8.0 ft
Distance btwn 1st tier Tieback and 2nd tier Tieback, D_2 =	10.0 ft
Distance btwn 2nd tier Tieback and SG, D_3 =	8.6 ft



M_{max} =	102953 ft-lb
M_{max} =	1235 in-kips
Moment Reduction, $M_{max}/1.28$ =	965 in-kips
Minimum Section Modulus, $S_x = M_{max} / 36.3 \text{ ksi}$ =	26.6 in ³
Try HP12X53 S_x =	66.7 in ³ > 26.6 in ³
USE HP12x53 for Soldier Beams	

0.6" Tieback Strand Gross Ultimate Tensile Strength (G.U.T.S) =	58.6 kips
Allowable design load per strand, 70% of G.U.T.S =	41.0 kips
Allowable test load per strand, 80% of G.U.T.S =	46.9 kips

1st Tier Tieback

Horizontal load at 1st Tier Tieback (from tributary areas) =	69 kips
Tieback Design Load =	77 kips
Tieback Test Load (1.2 x Design Load) =	92 kips
Use 2 0.6" tieback strands	
Allowable design load for 2 strands =	82 kips > 77 kips OKAY
Allowable test load for 2 strands =	94 kips > 92 kips OKAY
Test and Lock Off should be at least 50% of G.U.T.S. (~30kips/strand)	
Tieback LOCK OFF LOAD =	75 kips
Tieback TEST LOAD =	90 kips

Allowable bond capacity of soil =	30 psi
Diameter of grout body =	4.5 inches
Required bond length for Test Load =	18 feet

USE 2-strand tiebacks with 0.6 in. strands at 1st Tier Tieback
USE 20' bond length and 15' unbonded length



STEELE FOUNDATION, LLC

Project	Capper Square 769 North	Contract No.	R5355
Location	Capper Square 769 North	Sheet No.	7
Architect/Engineer	Lessard/Tadger Cohen Edelson	Date	6/10/2016
General Contractor	Bozzuto	By	RTN

[SHEETING DESIGN 2] - 2 Tier Tieback

Soldier Beam # 16-26

2nd Tier Tieback

Horizontal load at 2nd Tier Tieback (from tributary areas) =	62 kips	
Tieback Design Load =	69 kips	
Tieback Test Load (1.2 x Design Load) =	83 kips	
Use 2 0.6" tieback strands		
Allowable design load for 2 strands =	82 kips > 69 kips	OKAY
Allowable test load for 2 strands =	94 kips > 83 kips	OKAY
Test and Lock Off should be at least 50% of G.U.T.S. (~30kips/strand)		
Tieback LOCK OFF LOAD =	70 kips	
Tieback TEST LOAD =	85 kips	
Allowable bond capacity of soil =	30 psi	
Diameter of grout body =	4.5 inches	
Required bond length for Test Load =	17 feet	
USE 2-strand tiebacks with 0.6 in. strands at 2nd Tier Tieback		
USE 20' bond length and 15' unbonded length		

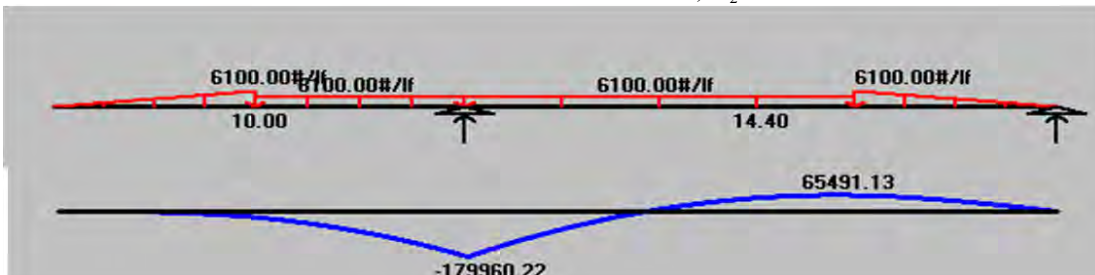
STEELE FOUNDATION, LLC

Project	Capper Square 769 North	Contract No.	R5355
Location	Capper Square 769 North	Sheet No.	8
Architect/Engineer	Lessard/Tadger Cohen Edelson	Date	6/10/2016
Developer	Bozzuto	By	RTN

[SHEETING DESIGN 3] - 1 Tier Tieback

Soldier Beam # 27-31

Existing grade =	22 ft
Slope, S_1 =	0 ft
Bot. of slope (Top of Soldier Beam) =	22 ft
Subgrade, S.G. =	-2.4 ft
Design Height (Bot. of slope to S.G.), H =	24.4 ft
Beam Spacing, S =	10 ft
Tieback grade (tier 1), T_{g1} =	12.0 ft
Tieback angle (tier 1), $T_{\alpha 1}$ =	26.6 degrees
$25*(H+S_1)*S$ =	6100 lb/ft
Distance btwn Top of Soldier Beam and 1st tier Tieback, D_1 =	10.0 ft
Distance btwn 1st tier Tieback and SG, D_2 =	14.4 ft



M_{max} =	179960 ft-lb	
M_{max} =	2160 in-kips	
Moment Reduction, $M_{max}/1.28$ =	1687 in-kips	
Minimum Section Modulus, $S_x = M_{max} / 36.3$ ksi =	46.5 in ³	
Try HP12X53	$S_x = 66.7$ in ³ > 34.6 in ³	OKAY
USE HP10x42 for Soldier Beams		

0.6" Tieback Strand Gross Ultimate Tensile Strength (G.U.T.S) =	58.6 kips
Allowable design load per strand, 70% of G.U.T.S =	41.0 kips
Allowable test load per strand, 80% of G.U.T.S =	46.9 kips

1st Tier Tieback

Horizontal load at 1st Tier Tieback (from tributary areas) =	90 kips	
Tieback Design Load =	101 kips	
Tieback Test Load (1.2 x Design Load) =	121 kips	
Use 3 0.6" tieback strands		
Allowable design load for 3 strands =	123 kips > 101 kips	OKAY
Allowable test load for 3 strands =	141 kips > 121 kips	OKAY
Test and Lock Off should be at least 50% of G.U.T.S. (~30kips/strand)		
Tieback LOCK OFF LOAD =	100 kips	
Tieback TEST LOAD =	120 kips	

Allowable bond capacity of soil =	30 psi
Diameter of grout body =	4.5 inches
Required bond length for Test Load =	24 feet
USE 3-strand tiebacks with 0.6 in. strands at 1st Tier Tieback	
USE 25' bond length and 15' unbonded length	

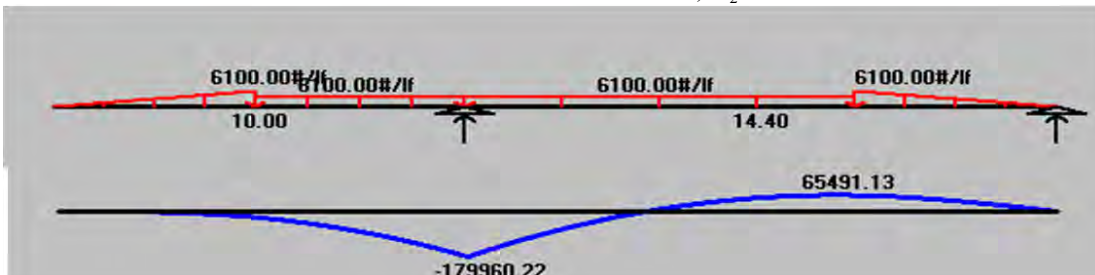
STEELE FOUNDATION, LLC

Project	Capper Square 769 North	Contract No.	R5355
Location	Capper Square 769 North	Sheet No.	9
Architect/Engineer	Lessard/Tadger Cohen Edelson	Date	6/10/2016
Developer	Bozzuto	By	RTN

[SHEETING DESIGN 4] - 1 Tier Tieback

Soldier Beam # 32-36

Existing grade =	22 ft
Slope, S_1 =	0 ft
Bot. of slope (Top of Soldier Beam) =	22 ft
Subgrade, S.G. =	-2.4 ft
Design Height (Bot. of slope to S.G.), H =	24.4 ft
Beam Spacing, S =	10 ft
Tieback grade (tier 1), T_{g1} =	12.0 ft
Tieback angle (tier 1), $T_{\alpha 1}$ =	18.4 degrees
$25*(H+S_1)*S$ =	6100 lb/ft
Distance btwn Top of Soldier Beam and 1st tier Tieback, D_1 =	10.0 ft
Distance btwn 1st tier Tieback and SG, D_2 =	14.4 ft



M_{max} =	179960 ft-lb	
M_{max} =	2160 in-kips	
Moment Reduction, $M_{max}/1.28$ =	1687 in-kips	
Minimum Section Modulus, $S_x = M_{max} / 36.3$ ksi =	46.5 in ³	
Try HP12X53	$S_x = 66.7$ in ³ > 34.6 in ³	OKAY
USE HP10x42 for Soldier Beams		

0.6" Tieback Strand Gross Ultimate Tensile Strength (G.U.T.S) =	58.6 kips
Allowable design load per strand, 70% of G.U.T.S =	41.0 kips
Allowable test load per strand, 80% of G.U.T.S =	46.9 kips

1st Tier Tieback

Horizontal load at 1st Tier Tieback (from tributary areas) =	90 kips	
Tieback Design Load =	95 kips	
Tieback Test Load (1.2 x Design Load) =	114 kips	
Use 3 0.6" tieback strands		
Allowable design load for 3 strands =	123 kips > 95 kips	OKAY
Allowable test load for 3 strands =	141 kips > 114 kips	OKAY
Test and Lock Off should be at least 50% of G.U.T.S. (~30kips/strand)		
Tieback LOCK OFF LOAD =	95 kips	
Tieback TEST LOAD =	115 kips	

Allowable bond capacity of soil =	30 psi
Diameter of grout body =	4.5 inches
Required bond length for Test Load =	23 feet
USE 3-strand tiebacks with 0.6 in. strands at 1st Tier Tieback	
USE 25' bond length and 15' unbonded length	



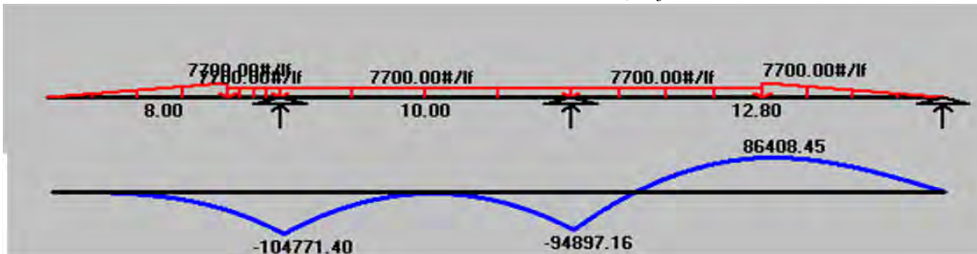
STEELE FOUNDATION, LLC

Project	Capper Square 769 North	Contract No.	R5355
Location	Capper Square 769 North	Sheet No.	10
Architect/Engineer	Lessard/Tadger Cohen Edelson	Date	6/10/2016
General Contractor	Bozzuto	By	RTN

[SHEETING DESIGN 5] - 2 Tier Tieback

Soldier Beam # 37-52

Existing grade =	22	ft
Slope, S_1 =	0	ft
Bot. of slope (Top of Soldier Beam) =	22	ft
Subgrade, S.G. =	-8.8	ft
Design Height (Bot. of slope to S.G.), H =	30.8	ft
Beam Spacing, S =	10	ft
Tieback grade (tier 1), T_{g1} =	14.0	ft
Tieback angle (tier 1), T_{a1} =	18.4	degrees (±)
Tieback grade (tier 2), T_{g2} =	4.0	ft
Tieback angle (tier 2), T_{a2} =	18.4	degrees (±)
$25*(H+S_1)*S$ =	7700	lb/ft
Distance btwn Top of Soldier Beam and 1st tier Tieback, D_1 =	8.0	ft
Distance btwn 1st tier Tieback and 2nd tier Tieback, D_2 =	10.0	ft
Distance btwn 2nd tier Tieback and SG, D_3 =	12.8	ft



M_{max} =	104771	ft-lb
M_{max} =	1257	in-kips
Moment Reduction, $M_{max}/1.28$ =	982	in-kips
Minimum Section Modulus, $S_x = M_{max} / 36.3$ ksi =	27.1	in ³
Try HP12X53 S_x =	66.7	in ³ > 27.1 in ³

USE HP12x53 for Soldier Beams

0.6" Tieback Strand Gross Ultimate Tensile Strength (G.U.T.S) =	58.6	kips
Allowable design load per strand, 70% of G.U.T.S =	41.0	kips
Allowable test load per strand, 80% of G.U.T.S =	46.9	kips

1st Tier Tieback

Horizontal load at 1st Tier Tieback (from tributary areas) =	76	kips
Tieback Design Load =	80	kips
Tieback Test Load (1.2 x Design Load) =	97	kips
Use 3 0.6" tieback strands		
Allowable design load for 3 strands =	123 kips > 80 kips	OKAY
Allowable test load for 3 strands =	141 kips > 97 kips	OKAY
Test and Lock Off should be at least 50% of G.U.T.S. (~30kips/strand)		
Tieback LOCK OFF LOAD =	80	kips
Tieback TEST LOAD =	95	kips

Allowable bond capacity of soil =	30	psi
Diameter of grout body =	4.5	inches
Required bond length for Test Load =	19	feet

USE 3-strand tiebacks with 0.6 in. strands at 1st Tier Tieback
USE 20' bond length and 20' unbonded length



STEELE FOUNDATION, LLC

Project	Capper Square 769 North	Contract No.	R5355
Location	Capper Square 769 North	Sheet No.	11
Architect/Engineer	Lessard/Tadger Cohen Edelson	Date	6/10/2016
General Contractor	Bozzuto	By	RTN

[SHEETING DESIGN 5] - 2 Tier Tieback

Soldier Beam # 37-52

2nd Tier Tieback

Horizontal load at 2nd Tier Tieback (from tributary areas) =	88 kips	
Tieback Design Load =	93 kips	
Tieback Test Load (1.2 x Design Load) =	111 kips	
Use 3 0.6" tieback strands		
Allowable design load for 3 strands =	123 kips > 93 kips	OKAY
Allowable test load for 3 strands =	141 kips > 111 kips	OKAY
Test and Lock Off should be at least 50% of G.U.T.S. (~30kips/strand)		
Tieback LOCK OFF LOAD =	95 kips	
Tieback TEST LOAD =	110 kips	
Allowable bond capacity of soil =	30 psi	
Diameter of grout body =	4.5 inches	
Required bond length for Test Load =	22 feet	
USE 3-strand tiebacks with 0.6 in. strands at 2nd Tier Tieback		
USE 25' bond length and 15' unbonded length		

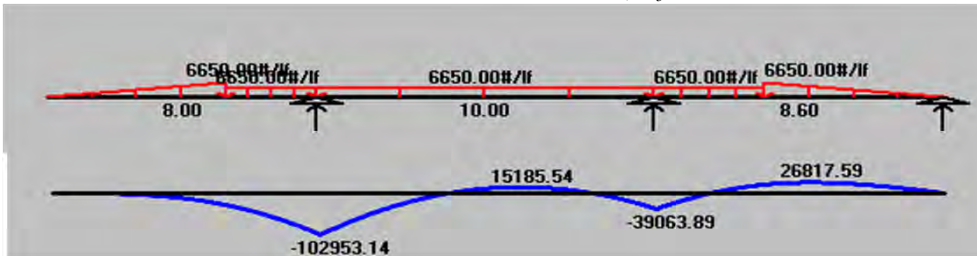


STEELE FOUNDATION, LLC

Project	Capper Square 769 North	Contract No.	R5355
Location	Capper Square 769 North	Sheet No.	12
Architect/Engineer	Lessard/Tadger Cohen Edelson	Date	6/10/2016
General Contractor	Bozzuto	By	RTN

[SHEETING DESIGN 6] - 2 Tier Tieback Soldier Beam # 53-59

Existing grade =	22 ft
Slope, S_1 =	0 ft
Bot. of slope (Top of Soldier Beam) =	22 ft
Subgrade, S.G. =	-4.6 ft
Design Height (Bot. of slope to S.G.), H =	26.6 ft
Beam Spacing, S =	10 ft
Tieback grade (tier 1), T_{g1} =	14.0 ft
Tieback angle (tier 1), T_{a1} =	18.4 degrees ($\pm$)
Tieback grade (tier 2), T_{g2} =	4.0 ft
Tieback angle (tier 2), T_{a2} =	18.4 degrees ($\pm$)
$25*(H+S_1)*S$ =	6650 lb/ft
Distance btwn Top of Soldier Beam and 1st tier Tieback, D_1 =	8.0 ft
Distance btwn 1st tier Tieback and 2nd tier Tieback, D_2 =	10.0 ft
Distance btwn 2nd tier Tieback and SG, D_3 =	8.6 ft



M_{max} =	102953 ft-lb
M_{max} =	1235 in-kips
Moment Reduction, $M_{max}/1.28$ =	965 in-kips
Minimum Section Modulus, $S_x = M_{max} / 36.3 \text{ ksi}$ =	26.6 in ³
Try HP12X53 S_x =	66.7 in ³ > 26.6 in ³
USE HP12x53 for Soldier Beams	

0.6" Tieback Strand Gross Ultimate Tensile Strength (G.U.T.S) =	58.6 kips
Allowable design load per strand, 70% of G.U.T.S =	41.0 kips
Allowable test load per strand, 80% of G.U.T.S =	46.9 kips

1st Tier Tieback

Horizontal load at 1st Tier Tieback (from tributary areas) =	69 kips
Tieback Design Load =	72 kips
Tieback Test Load (1.2 x Design Load) =	87 kips
Use 2 0.6" tieback strands	
Allowable design load for 2 strands =	82 kips > 72 kips OKAY
Allowable test load for 2 strands =	94 kips > 87 kips OKAY
Test and Lock Off should be at least 50% of G.U.T.S. (~30kips/strand)	
Tieback LOCK OFF LOAD =	70 kips
Tieback TEST LOAD =	85 kips

Allowable bond capacity of soil =	30 psi
Diameter of grout body =	4.5 inches
Required bond length for Test Load =	17 feet

USE 2-strand tiebacks with 0.6 in. strands at 1st Tier Tieback
USE 20' bond length and 15' unbonded length



STEELE FOUNDATION, LLC

Project	Capper Square 769 North	Contract No.	R5355
Location	Capper Square 769 North	Sheet No.	13
Architect/Engineer	Lessard/Tadger Cohen Edelson	Date	6/10/2016
General Contractor	Bozzuto	By	RTN

[SHEETING DESIGN 6] - 2 Tier Tieback

Soldier Beam # 53-59

2nd Tier Tieback

Horizontal load at 2nd Tier Tieback (from tributary areas) =	62 kips	
Tieback Design Load =	65 kips	
Tieback Test Load (1.2 x Design Load) =	78 kips	
Use 2 0.6" tieback strands		
Allowable design load for 2 strands =	82 kips > 65 kips	OKAY
Allowable test load for 2 strands =	94 kips > 78 kips	OKAY
Test and Lock Off should be at least 50% of G.U.T.S. (~30kips/strand)		
Tieback LOCK OFF LOAD =	65 kips	
Tieback TEST LOAD =	80 kips	
Allowable bond capacity of soil =	30 psi	
Diameter of grout body =	4.5 inches	
Required bond length for Test Load =	16 feet	
USE 2-strand tiebacks with 0.6 in. strands at 2nd Tier Tieback		
USE 20' bond length and 15' unbonded length		

EXHIBIT L

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June 21, 2016

Mr. Dan McCabe
Urban Atlantic
7735 Old Georgetown Road
Suite 600
Bethesda, MD 20814

Re: Capper 769 – Dewatering Design Award

Dear Mr. McCabe,

Per your request, please find attached a bid summary, proposals and scope of work for the Dewatering scope of work at the Capper 769 project, in Washington, DC. It is Bozzuto Construction Company's ("BCC") recommendation to award this work to Moretrench in the amount of **Two Hundred Seventy Nine Thousand Six Hundred Seventy Dollars (\$279,670.00)**. This award would be for the design, fabrication and installation of the deep well dewatering system.

This recommendation is based upon pricing along with previous and current successful projects between BCC and Moretrench. Upon approval of this recommendation, Moretrench will begin preparation of engineered shop drawings and assemble a design package for submittal, review and ultimately submission for permit (submission will be by others). The cost associated with this portion of the work is **Five Thousand Dollars and Zero Cents (\$5,000.00)**. In addition to the work that will be provided by Moretrench, other items such as discharge permits, permissions, monitoring of application existing conditions, surveying of adjacent properties and inceptions will need to be provided by Urban Atlantic ("Owner").

In the event the Owner and BCC do not execute a final construction agreement for any reason, the Owner will reimburse BCC for the cost of the shop drawings, equaling a total amount of **Five Thousand Dollars and Zero Cents (\$5,000.00)**. This would also include a transfer from BCC to the Owner of all liability associated with any work completed by Moretrench for this project including, but not limited to, design, engineering, plans, permits, etc. and a release of BCC in connection with this work.



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If the Owner wishes for the release of this work, please provide written approval (e-mail will suffice) to proceed with the awarding of the Dewatering for this project. With this approval, Moretrench will immediately be released to generate design and shop drawings for the Dewatering system.

Should you have any questions please feel free to contact me.

Sincerely,

Bozzuto Construction Company

Peter Shkreli

Pre-Construction Manager



BOZZUTO CONSTRUCTION COMPANY
SCOPE OF WORK SUMMARY

PROJECT: CAPPER 769				SCOPED BY: Boone Poulin					Prev. Budget / Bid Dates:										
TRADE: DEWATERING									Cost Code		Item		Budget		Bid				
SPECIFICATION SECTIONS: GEOTECH REPORT Dated 04/17/15 DIVISION 1									51700-02450-02		Dewatering		\$286,050		\$279,670				
				Total:							\$286,050		\$279,670						
				SUB CARRIED: MORETRENCH					BOND:				\$3,496						
				W/C & INS:															
ITEM #	Bid Q & E	Subcontractor: Contact: Phone: Phone (other): Last Contact:	BCC Quantity	Desired Scope	Moretrench George King 301-918-3135					Griffin Dewatering Larry C Duhaime 757-543-6809									
				Y/N	Note #s	incl? y/n	\$ amount add/(deduct)	SUB #	BCC #	Note #s	incl? y/n	\$ amount add/(deduct)	SUB #	BCC #	Note #s	incl? y/n	\$ amount add/(deduct)	SUB #	BCC #
26		BASE PROPOSAL (date on sub's proposal)	DATE				1/19/16					1/19/16							
27		BASE BID (AMOUNT)	\$				\$234,000					\$194,000							
28		PLANS DATED:	-----				Assumed					Assumed							
29		CIVIL	11/2/2015	Y		Y					Y								
30		LANDSCAPE	10/30/2015	Y		N					N								
31		ARCHITECTURAL	10/30/2015	Y		N					N								
32		STRUCTURAL	11/2/2015	Y		N					N								
33		MEP	10/30/2015	Y		N					N								
34		GEOTECHNICAL REPORT	4/17/2015	Y		Y					Y								
35		SPECIFICATIONS - BID SET: VOL. 1 & 2	10/30/2015	Y		N					N								
36		WAGE SCALE DECISION: DC150002 10/09/2015 DC2. DO NOT INCLUDE IN BASE BID. INCLUDE AS ADD/ALT.	10/9/2015	N		Y	Prevailing Wage Inc				N								
37		Certified Business Enterprise (CBE).	-----	Y or N		N					N								
38		% Included of DC CBE	-----	LIST															
39		Premium to include participation	-----	LIST															
40		Certification Number	-----	LIST															
41																			
42		GENERAL					Assumed					Assumed							
43		Proposal per drawings, specifications, and any applicable codes.		Y		Y					Y								
44		Provide all hoisting and equipment for your work.		Y		Y					Y								
45		Traffic control measures for your work, if required.		Y		Y					Y								
46		All trade specific permits, fees and inspections.		Y		Y					Y								
47		Acknowledge project is to comply with the 2011 Enterprise Green Communities Criteria Checklist.		Y		Y					Y								
48		OSHA compliant temporary lighting and power will be provided by GC. Any requirements above and beyond that provided for your work is the responsibility of this subcontractor.		Y		Y					Y								
49		Acknowledge your work complies with any necessary accessibility requirements.		Y		Y					Y								
50		This project must meet DC First Source labor requirements. Follow pre-2012 standards.		Y		Y					Y								
51																			
52		DEWATERING																	
53		Perimeter wells.		Y		Y	9				Y	11							
54		Observation wells.		Y		Y	2				N	0							
55		On site technician Weekly Site Visits		Y	1	N	\$24,850	X		3	N	\$27,335		X					
		On site FULL TIME technician Monthly (First Month of Installation)			2	N	\$20,820	X		4		\$22,902		X					
57		Spoils management.		Y		Y						\$63,800		X					
58																			
59		SALES TAX		Y		Y					Y								
60		DELIVERY (FOB JOBSITE)		Y		Y					Y								

BOZZUTO CONSTRUCTION COMPANY
SCOPE OF WORK SUMMARY

[illegible]

EXHIBIT # 2
SCOPE OF WORK
DEWATERING

Provide all labor, material, tools, supervision and equipment necessary to fully execute the requirements to furnish, deliver and install:

SPECIFICATIONS DATED December 24,2015
Project Manual: Appendix
Geotechnical Report: April 17, 2015
Division 01 – General Requirements
Division 02 – Existing Conditions
Division 31 – Earthwork, as it applies to the Work

The Work of this Agreement shall be performed in strict accordance with the Contract Documents including all applicable Requests for Information and shall be complete in every respect. Should any information in this Agreement be in conflict with the Contract Documents, this Subcontractor shall notify the Contractor in writing immediately and prior to proceeding with the Work. This Exhibit #2 – Scope of Work will supercede any conflicting statements included in the Exhibit #3.

The descriptions below and separation of the documents into various sections is for convenience only and is not intended in any way to limit the scope of this Agreement. Without limiting the generality hereof, the Work of this agreement shall include, but is not necessarily limited to, the items listed below:

GENERAL:

1. **WORK COMPLIANCE.** This Subcontractor shall furnish and install all labor, materials, equipment and services necessary for and incidental to the execution and completion of Dewatering for site improvements and planned structures in accordance with the Contract Documents, applicable codes, local jurisdiction, and all onsite and offsite work necessary to complete the Project as related to this scope of work.
2. **COMPLETE SYSTEMS.** In addition to the other requirements of this Agreement, it is understood that this Subcontractor is expected to provide complete and operational systems/assemblies fit for their intended purpose, which are free of any defects and consistent with the intent of the Contract Documents. Additional compensation shall not be allowed for coordinating the Work of this Agreement with the work of other trades and/or the Contract Documents, complying with the requirements bearing on the Work of this subcontract by any authority having jurisdiction over the project, and/or performing minor changes or corrections to the Contract Documents.
3. **PERMITS.** This Subcontractor will obtain DC Well Permit and assist with obtaining the DC Well Discharge permits to perform the Work, including making all necessary visits to DCRA, DDOE, etc., to submit for and procure the permit. Procurment of discharge permits, public space permit, hydrant permit, and building permits are excluded. The costs for all permits are excluded from this agreement and will be paid for by the Contractor.
4. **LICENSE.** This Subcontractor certifies that they are licensed to execute the Work in the jurisdiction of the project. This Subcontractor will be responsible for the dewatering trade licenses necessary for the execution of the Work.
5. **HUD SECTION 3 / FIRST SOURCE.** This Subcontractor warrants that it will comply with all HUD Section 3 and DC First Source requirements.
6. **LAYOUT & ENGINEERING.** This Subcontractor shall place the dewatering devices in locations specified by the Contractor with the Subcontractors input. All survey, layout and as-builts (including accuracy of same) are the responsibility of the Contractor.
7. **CODE COMPLIANCE.** The Subcontractor's work shall comply with all applicable codes, regulations, and agencies having jurisdiction.

8. **STREET CLEANING.** This Subcontractor shall provide all required personnel and equipment necessary to clean streets and access ways of mud, debris and dust generated from this Subcontractor's work. This includes vehicular and foot traffic dirt or debris tracked off site as it relates to this Subcontractor's work. Street cleaning is to be done on a daily basis, or more frequently if required by jurisdictional authorities. Wash rack will be provided by others.
9. **SANITATION.** Sanitation facilities will be by others.
10. **STAGING AND PARKING.** This Subcontractor acknowledges the limited access on this project. On-site parking, storage containers and trailers are prohibited. A company service truck and small material storage trailer may be permitted on site. Subcontractor agrees to remove / relocate the trailer as required as to not impede the other trades on the project.
11. **WATER SUPPLY.** Two (2) inch city water pressure service will be provided by others to within 100 linear feet of work area.
12. **ELECTRICITY.** All power cords will be run to a central location where the contractor's electrician will make the necessary connections to a source of commercial power (up to 100' away from excavation). Electricity, including distribution panel, will be by others.
13. **MOBILIZATIONS.** This Subcontractor will complete the delivery and set-up of the dewatering system in a single mobilization.

MATERIALS HANDLING:

14. **MATERIALS HANDLING.** This Subcontractor will supply all labor and equipment necessary to unload, distribute, stockpile in a location approved by the Contractor, protect, and manage the materials required to complete the installation of the Work of this Agreement. The Contractor will provide occasional hoisting (crane "picks") after initial installation and once the system is operational for maintenance and removal of the system.
15. **DELIVERIES.** This Subcontractor understands that access to the site is limited. This Subcontractor shall closely coordinate the delivery of materials and equipment so as not to disrupt the work of other trades. A specific program for site access/egress will be established by the Contractor. All deliveries shall be coordinated with the Contractor, at least twenty-four (24) hours in advance.

DEWATERING:

16. **DEWATER SYSTEM.** This Subcontractor will furnish, install, and remove a complete dewatering system, including but not limited to, all required piping and pumps. The system will be comprised of nine (9) wells and sufficient lateral piping for discharge to a baffled settling tank provided by this Subcontractor.
17. **WELLS.** This Subcontractor will furnish and install nine (9) wells outside the footprint of the building in locations mutually determined to be the most effective for dewatering. Wells will be installed from existing grade to an approximate depth of 65 bgs t or until a confining layer, whichever is higher. All wells will be flushed and developed. A well screen assembly will be concentrically set and will include a filter pack around the screen in accordance with DDOE DCRA permits. This Subcontractor will include an internal drop pipe for each well.
18. **OBSERVATION WELLS:** This Subcontractor will furnish and install two (2) deep observation wells within the excavation. Well locations are to be installed in mutually agreed upon locations.
19. **DRAWINGS:** This Subcontractor will furnish engineered, stamped drawings, for the Work.
20. **PUMPS.** This Subcontractor will furnish and install no less than a one horse-power turbine submersible pump in each well. Each pump will include a discharge riser, power cord, and lift cable run to the surface. This subcontractor will furnish and install a throttle valve and check valve on the effluent line at each well.
21. **DISCHARGE PIPING.** This Subcontractor will furnish and install a discharge manifold system connecting each well to a baffled settling tank in a location approved by the Contractor up to 200' from the excavation.

22. **POWER.** This Subcontractor will furnish and install wiring from the pump system to a temporary power panel to be located by the Contractor. Power (460V/ three phase) will be made available at the temporary power panel. Installation of temporary panel, connections and disconnections to the panel will be by Contractor.
23. **BACKUP.** This Subcontractor will provide one additional backup pump and miscellaneous parts necessary to switch the pump in case of a system break-down. Included in spare parts are materials necessary to make pipe repairs should this type of repair become necessary.
24. **SYSTEM OPERATION.** This Subcontractor will provide training to the Contractor sufficient to allow the Contractor to monitor the dewatering system for proper operation.
25. **DEMOBILIZATION.** This Subcontractor will remove the dewatering system and remove from site upon receipt of abandonment permits from DDOE and when directed by the Contractor in writing. All wells being abandoned will be in accordance with the dewatering permit and the local governing authorities.
26. **SEDIMENT CONTROL.** Sediment control and earthwork will be by others. This Subcontractor will not discharge pumped medium into the public system prior to confirming with the Contractor that the proper approved filtering devices are in place. Filtering control devices, disposal, treatment (if needed) and monitoring of discharge will be by others.
27. **DISPOSAL.** This Subcontractor will furnish the necessary weir tanks, dumpsters, vac trucks, etc. to properly collect and dispose of all waste fluids and spoils off site. Drill fluids will be decanted and directed to the permitted discharge location, and the remaining silt will be vacuum trucked and disposed of off-site by this Subcontractor. Subcontractor has assumed all drill spoils will be classified as non-hazardous. Handling, removal, disposal of hazardous spoils is excluded.
28. **PERCHED WATER.** The installation of additional wells (at the Unit Price) may be necessary in the event additional drawdown is required. Where the ground is stratified and there are geological interfaces (i.e. a relatively coarse soil layer overlying relatively fine soil layers) there is the potential for residual water which may remain perched even after the activation of the dewatering system and regardless of the quantity of wells installed. This perched water will need to be handled from within the excavation with the use of drains and sumps by Contractor.
29. **DAMAGES.** If Subcontractor fails to substantially complete its Work within the durations listed in Section #35 below, and only if liquidated damages are assessed by the Owner to the Contractor, the maximum daily amount of liquidated damages assessed against Subcontractor will be limited to \$2,500 per day. The Subcontractor's aggregate liability for liquidated damages shall not exceed 50% of the Subcontract sum, as adjusted by Change Order.
30. **ADDENDA:** The following addenda are to be considered part of the Contract Documents.
- a. Addendum #1, dated December 12, 2015
31. **UNIT PRICES:**
- All billings must be accompanied with all backup requested by the Contractor. Tickets must be signed on a daily basis by the Contractor with a clear indication of quantities. Prior to performing any of the additional work listed below, approval must be granted in writing by the and must provide a PCO# to the subcontractor on-site.. It is understood the below rates include all costs associated with the work including but not limited to labor, materials, transportation, sales tax, overhead, markups, insurance, benefits, etc. The following unit prices will, if applicable, be used by the Contractor to compute charges for extra work. This Subcontractor agrees to the following unit prices should those services be required:

- a. Additional wells can be added (during same mobilization) if required for an added cost of **\$14,395 per well.**
- b. Additional mobilization for drilling of deep wells can be added if required for an added cost of **\$6,070 per mobilization.**
- c. On-Site Dewatering Technician. Provide a qualified dewatering technician for forty (40) hours per week (Monday-Friday) for the operation and maintenance of the dewatering system (not including treatment system or repair materials due to damage by others) at the costs of **\$5,205 per week.** Incidental materials for routine maintenance are included in the rental costs.
- d. Weekly Site Maintenance (Dewatering System). Limited weekly maintenance (including dewatering technician to complete typical oil and filter changes, service of vacuum equipment, weekly water level readings and total system flow rates) of dewatering system. One sitevist per week at a cost of **\$3,550 per month.**
- e. Portable pre-packaged sump cans with one (1) horsepower pump, pump controller and 100 feet of 2 inch flat lay hose can be added if required for and added cost of **\$3,600 each.**
- f.

32. EXCLUSIONS

- 1. Electrical or water service and final connection there to. (by electrical and plumbing subcontractor)
- 2. Power (including fuel) for the ongoing operation of the dewatering system. (by Contractor)
- 3. Operation, manning, and maintenance of the dewatering system, unless directed to proceed by Contractor under Unit Prices.
- 4. Sitework, Erosion & Sediment Control. (by earthwork subcontractor)
- 5. Locations, demolition, relocation, cut, cap & make safe existing utilities. (by utility subcontractor)
- 6. Traffic control, barricades, or MOT Plan. (by Earthwork / Utility sub). Flagman is included for this subcontractor's work as needed.
- 7. Layout, Surveying & As-Builts. (by Surveyor)
- 8. Provisions for the treatment of wellpoints or wells for high iron, iron bacteria, or other fouling agents.
- 9. Permits & permit costs. (by Contractor)
- 10. Costs associated with WBE/MBE/DBE goals, or contribution toward meeting any, for the project (excluding First Source and Section 3 requirements).
- 11. Site security during working or non-working hours. (by Owner)
- 12. Hoisting, rigging, scaffolding after install and the system is operational.
- 13. Uninterrupted, sequential access to the Work to be provided by Contractor. Deep well and well point installation are included as separate, phased operations.
- 14. Coordination efforts shall be through Contractor (coordination drawings are excluded).
- 15. Dedicated quality control personnel (by Subcontractors on-site representative).
- 16. LEED requirements.
- 17. Performing, securing, and scheduling of testing and inspections. (by Contractor)
- 18. Field measurement, with the exception of maintenance/balancing requirements if site visits included by Unit Prices above.
- 19. Trenching, burial, trench covering, trench support, sheeting, shoring, ditch boxes, sleeves (through structure), box-outs, core drilling backfill, and compaction.
- 20. Permanent surface restoration (i.e. sidewalks) of work area. This Subcontractor will contain spoils.
- 21. Water sampling, testing, treatment, and discharge.
- 22. Construction and maintenance of ditches, toe drains, sumps, pumps, and sand bags required for perched water.
- 23. Water intrusion protection.
- 24. Snow/ice removal and winterization of pumping equipment or discharge piping.
- 25. Labor/cost contribution toward clean-up crew.

26. On-site dumpster supply for debris.
27. Working in hazardous conditions or contaminated environment.
28. Off-site notification system (i.e. auto-dialer).
29. Operating tests.

33. SCHEDULE

Time is of the essence in the execution of the work of this Agreement. Therefore, sufficient labor and materials must be provided at all times to meet Contractor's Job Progress Schedule (hereinafter "Schedule"). This Subcontractor shall take whatever steps necessary, including additional manpower, equipment, overtime, additional shifts, weekend work, etc. at its sole cost and expense, to complete work in the allotted times below and in the project schedule as updated by the Contractor.

The following durations shall be met by this Subcontractor, and will supercede any durations shown on the Schedule, unless adjusted by Change Order. The Schedule will govern for sequencing and coordination of the work with other trades.

Submittals

1. Late, incomplete, or non-compliant submittals/shop drawings shall not relieve Subcontractor of the Schedule.
2. Engineered, stamped, shop drawing submittals shall be furnished to Contractor within two (2) weeks of the notice-to-proceed or Letter of Intent issued by Contractor.
3. Subcontractor will submit the permit application to the authority having jurisdiction within two (2) weeks of the notice-to-proceed issued by Contractor.

Mobilization

1. Deep Well System - Subcontractor shall mobilize to site within five (5) workdays of receipt of the necessary permit(s) from the authority having jurisdiction.
2. Wellpoint Dewatering System - Subcontractor shall mobilize to site within ten (10) workdays of receipt of the necessary permit(s) from the authority having jurisdiction.

Installation

1. Installation of the nine (9) deep wells shall be complete within ten (10) workdays of mobilization by the Subcontractor.
2. Installation of two (2) observation wells shall be complete within twelve (12) workdays of mobilization by the Subcontractor (2 additional days beyond completion of deep wells).
3. Deep-well dewater system complete and operational within twenty (20) workdays of mobilization by the Subcontractor (6 additional days beyond completion of observation wells).
4. Durations for the major segments of Subcontractor's Work will be in accordance with the Contractors schedule. Provide sufficient labor, material, and equipment to maintain progress in accordance with project schedule.
5. Durations for each activity are to be maintained. Start dates may shift according to the Contractors Short Interval or Baseline Schedule updates.
6. Durations are not always intended to be cumulative and must be interpreted to the context shown in the schedule. The Subcontractor understands that there will concurrent work activities taking place that may require additional supervision, manpower, and equipment or material deliveries to accommodate the schedule needs.

END OF EXHIBIT "2"



Griffin Dewatering LLC
5000 Page St. Chesapeake, VA 23324
Ph: 757.543.6809 Fax: 757.545.8095
Larry.Duhaime@griffindewatering.com

January 19, 2016

The Bozzuto Group
6406 Ivy Lane Suite 700
Greenbelt, MD 20770
Fax: 301-486-1347

Re: Square 769 North S.E.
Washington, D.C.

Attn: Mr. Boone Poulin

bpoulin@bozzuto.com

Gentleman/Madam:

Griffin Dewatering L.L.C. (Griffin) is pleased to submit our proposal for the use of Griffin equipment and services on the above referenced project. This proposal is based on the information available to Griffin and addresses the work we will perform, the assistance we will need, and our price for the work. Please also find our additional terms and conditions attached to this proposal.

SCOPE OF WORK

We understand the proposed building is approximately 180 feet by 120 feet and will require excavation for footings to EL -10 for footings and EL -15 for pits. Existing grade is at EL 20 to EL 22. We assume soldier piles and lagging will be employed for lateral support.

The geotechnical report, as prepared by ECS Mid-Atlantic LLC., generally indicates the soils to be Stratum 1 fill material to a depth of 4' to 12.5 feet over Stratum II Pleistocene (Alluvial) Formation to depths of 30 to 40 feet below existing grade and consisting of sand (SM, SC, SP) clay (CL, CH) and gravel (GM). The underlain by Stratum III Potomac Formation consisting of sand (SM, SC, SP) clay (CL, CH). Groundwater is indicated to be at EL -3 to EL -3.5 and vary with season and precipitation. Should the soils prove to be substantially different, our scope of work may be affected and, therefore, our pricing as well.

PROPOSED SERVICES & PRICING

We propose to furnish and install eleven (11) gravel packed wells, ten (10) around the perimeter and one (1) within the excavation, in a mutually agreed layout. The wells will be installed by advancing an up to a 10.25 ID hollow stem auger from existing grade with a Griffin (HAS) drill rig to a depth of 60 feet or refusal, whichever is encountered higher. At depth, a 4 Sch 40 flush joint threaded PVC well assembly with up to 40 feet of slotted screen will be concentrically set and select filter placed. Each well will include a well pack piezometer. Drill cuttings will be placed into an enclosed container supplied by others, and will be tested and disposed by others.

Into each well will be installed a 2 HP turbine submersible pump with discharge riser, power cord and lift cable to the surface. At the well head, a throttle valve and a check valve will be installed on the effluent line. Effluent from each well will be directed through a common manifold to a baffled settling tank (BST) located at a mutually agreed discharge location. A totalizing flow meter is included.

On ground weatherproof cable from your power source will be installed to energize the wells.

One (1) additional pump and some miscellaneous parts will be left on site for standby.

Griffin assumes no responsibility to satisfy any specific contract specification, unless so stated in this proposal, and will only assume the obligation to supply the equipment and perform the work stated herein. Any additional dewatering equipment and/or services required will be the responsibility of others, or Griffin shall be reimbursed for any additional work it performs or equipment it supplies. No liabilities, warranties, or guarantees, beyond those stated herein, are assumed by Griffin. Due to anticipated soil conditions sumping of perched, trapped, and/or interfacial water will be required to be accomplished by others.

If the services of a Registered Engineer or any other professional service is requested of Griffin and are stated herein, Then Griffin will be released of all professional responsibility/liability once the service is accepted and approved by the Purchaser or any of its affiliates (Engineers, Architects or other professionals). Once Griffin mobilizes to the project it is mutually understood that the services have been accepted/approved by the Purchaser. If the service is not stated herein then it is excluded from this proposal and shall be the responsibility of others, if required.

We will furnish, install, and rent the above equipment for a period of one hundred eighty (180) days at the price of \$194,000.00. Additional rental beyond the initial one hundred eighty (180) days will be at the rate of \$65.00 per day.

The above prices include tax. These prices will remain in effect for thirty (30) days.

Payment terms are net 30 for all invoices submitted. Contractor expressly waives any and all rights of setoff. Contractor shall pay subcontractor all monies under this subcontract notwithstanding any claims, disputes or amounts due on any other subcontract between the parties.

Rental of the equipment shall commence at the time the equipment leaves the Griffin Yard and will terminate at the time it is received at the Griffin Yard.

Should you be interested in having a Griffin Field Technician come to the site to check on the system periodically, or if you require us to perform any service calls, Griffin will mobilize to the site to perform this service for the hourly rate of \$85.00 per hour, including travel time both ways and a vehicle expense of \$2.90 per mile both ways. Overtime will be invoiced at 1 ½ time for over 8 hours per day, all day Saturday, Sunday and Holidays. Per diem expenses are \$175.00 per day.

This proposal is limited solely to the specific equipment described herein for use on this project on a continual, uninterrupted basis, and is not intended to satisfy any specific project specifications, unless so stated. Griffin assumes no liability, warranties, or guarantees beyond those stated and/or excluded liability for the following:

- a. Any actual or alleged subsidence/settlement or interruption of water sources, resulting from this equipment.
- b. Liquidated and/or consequential damages.
- c. Any claims, damages, injury, or cost arising from any contact with or the pumping of hazardous substances and/or contaminated substances.

CONTRACTOR OBLIGATIONS

- A. Provide operated, fueled, and maintained hoisting equipment to assist our crews after initial installation, as required.

- B. Provide 480V, 3 phase power for up to 50 HP at each location.
- C. Provide a level surface for any drilling/jetting operations.
- D. Provide all operation and maintenance costs of equipment, including labor, materials, fuel, energy, etc.
- E. Provide permitted and metered source of water as required.
- F. Provide for any discharge permits and fees as required for effluent disposal.
- G. Provide for any removal and loading of our equipment on our trucks upon completion.
- H. Provide control of all seepage, surface and runoff water, sandbagging, controls of rainfall, and/or any perched, trapped water not collected by the proposed equipment.
- I. Provide all required permitting, monitoring, sampling, testing, containment, treatment and disposal of discharge water, including when necessary, containment, cleanup and set the discharge so as to not recharge the dewatered areas.
- J. We will submit well permit applications, as required.

If installation methods differing from those stated are required, this will be considered a changed condition and the new installation method will be negotiated prior to continuing.

Griffin will perform the agreed upon dewatering services in a timely and workmanlike manner. Griffin intends to perform its installation work in a continual and uninterrupted manner. If the dewatering system cannot be installed in a continuous manner for reasons that are not the fault of Griffin, then our stand by rate will be \$3,600.00 per day or \$450.00 per hour.

This offer is subject to the inclusion of **GRIFFIN DEWATERING CORPORATION and AFFILIATED COMPANIES UNIFORM DRILLING CONDITIONS AND INDEMNITY** as provided on the attached sheets. Such terms and conditions will control where there is any inconsistency between the terms of this proposal and any subsequent agreement.

Griffin appreciates the opportunity to present this proposal and looks forward to working with you on this project. Please call us at (757) 543-6809, if you have any questions.

Yours truly,
Griffin Dewatering L.L.C.

Larry C. Duhaime

LCD/crg

cc: David Singleton
File

The signed acceptance of this proposal, including its attached terms and conditions, acknowledges that this will be the sole and complete agreement between the parties for this project. No other subcontract, purchase order, or other document will be required to be signed or accepted by Griffin.

Accepted this ____ day of _____, 20____. By: _____
Title: _____ Company: _____

Rev. 2.21.12 Dewatering

**GRIFFIN DEWATERING CORPORATION and AFFILIATED COMPANIES
STANDARD DEWATERING TERMS AND CONDITIONS**

This agreement, and any offer by any Griffin Company (Griffin) are subject to the following terms and conditions. The parties to this agreement intend for and agree that the terms and conditions herein stated shall govern the agreement between the parties, unless expressly waived, or otherwise amended or modified by Griffin in writing. No changes, modifications, or amendments to any of these terms and conditions shall be valid unless expressly agreed to in writing by Griffin. Furthermore, should this agreement include other documents, including but not limited to subcontract agreements, prime contracts, bid documents, specification, drawings, geotechnical reports, general conditions, and/or special conditions ("other documents"), the parties agree the terms and conditions set forth herein are controlling where discrepancies, ambiguities or competing terms and conditions are found in other documents.

Prior to the commencement of work by Griffin and throughout the performance of Griffin's work, the Purchaser shall solely be responsible for the following items and their associated costs and they are excluded from any work to be provided by Griffin.

1. Construction and maintenance of berms, dikes, ditches, equipment pads, excavations, backfill, all excavation shoring, ramps, sumps, trenches, well sites, and all other reasonable and necessary site preparation and protection of work site from caving or collapsing. Provide any required mats, plates, cutting, coring, sleeving, and bracing/support of Griffin equipment.
2. Construction and maintenance of access roads capable of accommodating two-wheel drive construction and support vehicles under their own power to all work sites, and providing a clear area, horizontally and vertically, for Griffin's work.
3. Construction, assembly, and maintenance of all necessary catwalks, ladders, and scaffolding, bracing, cribbing, lighting, and other equipment support necessary for performing the work, including guardrails and all other safety equipment and accessories.
4. Performance of a site survey, which physically indicates by survey stakes the location of all well sites and other equipment and materials to be installed in accordance with this agreement.
5. Removal of unusual or unnatural underground and surface obstructions, including concrete.
6. Marking and any necessary relocation or protection of all on-site and surrounding utilities and service lines, above and beneath the ground. Griffin will obtain all governmental required utility notification/identification reports from the local "utility locating service". However, Purchaser shall provide final verification that all potential underground facilities, of any kind, have been identified and that the location provided by Purchaser for Griffin's work will not conflict with any such facilities. Purchaser shall do so by having an authorized individual sign Griffin's "Underground Locator Authorization" form immediately prior to the start of Griffin's underground work.
7. Preparation of suitable secure areas for equipment and material storage, field buildings, office trailers, and tool sheds, including adequate work and security lighting.
8. Provide and maintain as current all permits, licenses, approvals, fees, and authorizations required for the completion of Griffin's work, including but not limited to discharge, drilling, and abandonment permits.
9. Provide adequate protection of Griffin equipment from freezing and flooding conditions.
10. Provide jobsite security; required pedestrian and traffic control; protection of equipment.
11. Provide access to adequate: sanitation facilities, communications facilities, and access to adequate emergency services, which will satisfy all governmental requirements.
12. Provide adequate control of water resulting from or accumulating as perched or trapped water, overtopping water, runoff, seepage, surface water, interface water, and water in any other form, or from a source, not collected by the equipment, or plan, as stated or shown herein.
13. Provide adequate treatment and control of erosion and sedimentation caused by discharge water or other runoff.
14. Provide required: monitoring; sampling; testing; containment; treatment; and disposal of discharge water, including containment and cleanup (settling and/or turbidity curtains, etc.). Set the discharge so as to not recharge the dewatered areas.
15. Provide protection of adjacent property from, and containment, treatment, and disposal of: all drilling cuttings, excavation spoil, and spent drilling and jetting fluids and all other fluids which are the byproduct of the work,
16. Provide: access to areas and facilities on-site for the cleaning and decontamination of Griffin equipment or personnel; all street/sidewalk/structural cleaning all clean up and decontamination of Griffin equipment at time of removal.
17. Payment of all expenses resulting from loss or damage to Griffin's equipment not caused by Griffin, including the costs of replacement removal, return, and repair.
18. Provide all necessary: access/egress, level right-of-way and work areas; pads and/or benches to facilitate the installation to the dewatering equipment, including a minimum of 5 feet of reverse head for the drilling of wells; removal of surface water, ice, and snow.
19. Provide adequate and readily accessible water source within 100lf of the work locations, including water meter and/or backflow preventer if required, and/or sufficient water truck support, so as not to impede work progress.
20. Provide suitable electrical power and stand-by power adequate for the equipment described in the proposal.
21. Provide: all operation and maintenance (including start-up and testing) of all installed Griffin supplied dewatering equipment; all manpower, fuel, electricity, lubricants, fuel tanks, secondary containment, standby power, settlement tanks, system monitoring, and system modifications and/or changes.
22. Provide a suitable excavator, front-end loader, and/or crane, if required, which are manned, fueled, and maintained for Griffin's use during all unloading, installations, repairs, modifications, removals, and loading.
23. Provide removal, cleaning, and return of Griffin's equipment upon completion of usage, including the removal/treatment/disposal of any solids/liquids from any primary or secondary containment vessels and any tanks. If Griffin has agreed to perform these activities, then Purchaser shall provide on-site all necessary facilities/materials, including any disposal, to accomplish these activities.
24. Provide for restoration of the work site upon project completion, including the abandonment of wells, wellpoints, piezometers, monitoring wells, or other holes, and any remedial or restoration repairs / patching / grouting to concrete, asphalt, or other surfaces.
25. Provide all required sound barriers, walls, or other visual and sound isolation/noise abatement measures.
26. Provide all "as-built" drawings, surveys, and/or elevations.
27. Provide any required review/signature/stamp of a Professional Engineer or other, unless specifically offered by Griffin herein. If Griffin is to provide such, then it is only as proposed herein; any additional work required by such individuals will be at additional cost to Purchaser.
28. Provide personnel, equipment and materials for any required dust control and access maintenance resulting from any activities of Griffin or its subcontractors/suppliers.

The following are the General Supplemental Provisions of this contract:

- A. The scope of work and/or equipment to be provided by Griffin shall be solely as defined in this agreement or offer. The scope of work shall not include, or be defined by any other documents, clauses or specifications unless specifically set forth in this agreement or offer.
- B. Griffin intends to perform its work in a continual and uninterrupted manner, on 40 hours per week/8 hours per day basis. The purchaser shall be responsible for all reasonable costs and additional charges associated with any delays in Griffins work to the extent Griffin has not caused the delays. The purchaser shall grant reasonable additional time to complete the work delayed by no fault of Griffin. Griffin assumes no responsibility to provide any submittals, plans, schematics or other documents, or for the time of their delivery/re-submittal, unless so stated herein. Any costs associated with any Purchaser requested schedule/work acceleration/deceleration by Griffin will be paid for by Purchaser.
- C. All scheduling of work under this contract shall be by mutual agreement prior to the commencement of the work. All work stoppage or interruption, which is not due to action or inaction of Griffin, but occurring during time that Griffin is mobilized for the project shall be charged at the hourly rental rates of the equipment and service rates of the personnel, as stated herein or as mutually agreed to if not stated. Sufficient additional time shall be allowed to complete the work due to such interruptions. Griffin shall only provide a maximum of 2 regular time work hours to train Purchaser personnel in operation/maintenance of Griffin equipment.
- D. Griffin shall not accept, or be bound by, any liquidated, indirect, and /or consequential damage provisions of any contract or specification (excepting a mutual waiver of consequential damages). No sums due to Griffin Dewatering Corporation under this agreement, or any subsequent offer or previous agreement, will be subject to setoff or back charge without Griffin's prior approval in writing.
- E. Griffin shall provide at its own expense and maintain during the term of the contract its standard liability and workers compensation insurance coverage. A Certificate of Insurance will be furnished upon request. This Certificate of Insurance, even if it lists other parties as named insured, shall not expand Griffin's duty to indemnify or insure beyond those duties specifically stated herein. Griffin shall be reimbursed for the costs of any additional coverage requested in excess of its existing policy. Any other risk of loss or liability is the responsibility of Purchaser including but not limited to loss or damage to any work, unless that loss is a direct result of a Griffin act. Griffin Dewatering Corporation shall not be liable for or required to provide any bond, or costs thereof, unless it specifically agrees in writing to provide a bond, prior to commencement of its work. No residential construction insurance coverage is offered or will be provided by Griffin. Contractor/Owner shall indemnify and hold harmless Griffin from any and all alleged or actual claims and/or damages relating in any way to residential construction and the work or services performed by Griffin.
- F. Purchaser [contractor with whom Griffin is contracting] shall indemnify and hold harmless Griffin, its parents, subsidiaries, affiliates, agents, officers and employees from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or in connection with Griffin's work performed and/or contemplated under this agreement, for, but not limited to bodily injury, sickness, disease or death, and damage to property of another, including but not limited to the loss of use resulting there from, and any claims of subsidence and/or settlement, the presence of any contaminated, hazardous, or toxic matter located on or near the project site, or damage to water wells caused or alleged to be caused in whole or in part by any act or omission of Griffin or anyone directly or indirectly employed by Griffin or anyone for whose acts Griffin may be liable regardless of whether such bodily injury, sickness, disease, death or damage to property is caused by a party indemnified hereunder. Purchaser further agrees to assume all costs associated with the handling and disposal of any contaminated, hazardous, or toxic matter encountered during the course of the project. In addition, Purchaser agrees to indemnify and hold Griffin harmless regardless of any active and/or passive act or omission of Griffin, its parents, subsidiaries, affiliates, agents, officers employees. Purchaser, however, shall not be obligated under this agreement to indemnify Griffin for Claims arising from the sole negligence or willful misconduct of Griffin. Purchaser agrees to defend all Claims that may be brought or instituted by third persons for bodily injury, sickness, disease, death or damage to property of another against Griffin or its parents, subsidiaries, affiliates, agents, officers or employees or any of them at Purchaser's own cost, expense and risk. In the event of litigation between the parties to this agreement to enforce the rights under this section, reasonable attorneys' fees and costs shall be awarded to the prevailing party. This provision controls, and is intended by the parties to this agreement to supersede any other indemnity/hold harmless or additional insured provisions that may be included in any other document, which may be a part of this agreement.
- G. All notices to Griffin are not effective until they are received at the Griffin office that originated this contract.
- H. For any disputes arising in connection with this subcontract, Purchaser expressly waives all objections to personal jurisdiction and venue and consents to the state of the Griffin office that originated this contract.
- I. This contract and the pricing contained herein are based on site conditions and borings provided by the purchaser. Griffin has made no independent verification of those conditions. It is acknowledged by Purchaser that, if conditions are materially different than those presented to Griffin prior to this contract, Griffin shall submit a request for modifications of this contract, and approval by purchaser shall not be unreasonably withheld. All drilled and/or jetted holes or excavations shall be to the depth stated in the Scope of Work or terminated due to refusal, whichever comes first and as determined by Griffin.
- J. No warranty is provided either express or implied except as stated in this contract.
- K. Terms are net 30 days, unless stated otherwise on invoices. Purchaser agrees to pay interest for past due amounts, which shall be charged at the rates, disclosed in the contract or no more than the maximum rate allowed by law. Purchaser shall reimburse Griffin for all reasonable attorney's fees and witness fees associated with any action necessary to obtain payment of sums due Griffin to the extent such actions are successful in obtaining payment. No retainage shall be withheld from any payments due Griffin unless authorized by Griffin in writing. Rental payment commences upon shipment of materials and will cease upon the return of all equipment to the designated Griffin yard freight prepaid.
- L. Purchaser specifically agrees that if any invoice from Griffin on any project remains unpaid without special arrangements with Griffin agreed to in writing, for 30 days after mailing by Griffin, that Griffin may cease any and all work on this project and remove any and all equipment from this jobsite at the cost of the Purchaser. Purchaser in this event hereby waives any and all claims that it may have against Griffin and agrees to indemnify Griffin and hold it harmless from all claims raised by any party due to Griffin's exercise of its rights under this paragraph.
- M. All Griffin requirements for Purchaser supplied materials, manpower, electric/fuel, equipment, services, etc. are estimates only, and Griffin is not responsible if quantities needed exceed those estimates.
- N. All proposed pricing will be honored by Griffin for only 30 days, unless stated otherwise herein, from the date offered, unless an agreement is mutually signed within the 30 days.
- O. Unless otherwise stated herein, all work will be performed under maximum PPE Level D; no exposure to, or handling of, any contaminated, toxic, or controlled substances has been included; and any site specific health and safety plans, and their implementation (monitoring, reporting, PPE materials, decontamination/cleanup, disposal, etc), shall be by others. Purchaser shall provide and pay for any special or site specific training (environmental or otherwise) required for work on the project.
- P. It is the responsibility of the Purchaser to determine whether federal, state, or local prevailing wage requirements apply and to notify Griffin if prevailing wages apply. If it is later determined that prevailing wages apply, and Griffin was not previously notified by Purchaser, Purchaser agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages.



No one has seen more.™

January 19, 2016

Bozzuto Construction Company
6406 Ivy Lane, Suite 700
Greetbelt, MD 20770

Attn: Boone Poulin
P: (301) 623-1561
E: bpoulin@bozzuto.com

**Re: Capper 769N
Washington, DC
Construction Dewatering Proposal**

Dear Mr. Poulin:

Moretrench is pleased to provide this proposal for dewatering services at the referenced project. This proposal addresses dewatering to facilitate the excavation for two and a half below grade levels.

This proposal is based on review of the following documentation:

1. Subsurface Exploration and Geotechnical Engineering Analysis prepared by ECS dated April 17, 2015
2. Drawings S0101, S0308 & A0302 prepared by Lessard Design dated October 30th, 2015

The geology can generally be considered as follows:

- | | |
|-----------------------------------|--|
| • Ground Surface | EL. 22 |
| • SAND and CLAY (FILL) | EL. 22 to 10 |
| • Silty GRAVEL (GM) | EL. 10 to 5 |
| • Poorly Graded SAND (SP) | EL. 5 to -15 |
| • Design Groundwater | EL. -3 |
| • Silty and Clayey SAND (SM + SC) | EL. -15 to -40 |
| • CLAY (CL) | EL. -40 to -50 (Bottom of exploration) |

We understand the work consists of an excavation of approximately 170 by 120 feet. The general subgrade is at EL. -6.5, with bottom of the sump pit extending down to EL. -16. We have assumed the excavation is to be supported by the use of soldier beams and lagging.

Based on the above information, Moretrench proposes to install a dewatering system consisting of 9 deep wells. The well system will be installed at the beginning of the project prior to excavating below the groundwater level. As the excavation progresses and perched water is encountered, the contractor should be prepared to handle the residual water flow off the top of the clay (EL.-7) and silty/clayey sand (EL. -15) via open pumping techniques.

moretrench.com

4550 Forbes Boulevard, Suite 110, Lanham, MD 20706 (301) 918-3135

[groundwater control](#) | [earth retention](#) | [deep foundations](#) | [grouting](#) | [ground freezing](#)

Please be advised the soils at this project are indicated to be highly variable with clean sands with clay lenses, sands with cemented sand lenses and clay with sand lenses. When these lenses are encountered groundwater and running ground conditions should be expected. Open pumping techniques (by others) should be anticipated at these interfaces and at subgrade.

A. SCOPE OF WORK

Moretrench proposes to install an array of 9 deep wells around the exterior perimeter of the excavation. The wells will be installed by drilling methods using biodegradable mud as a drilling fluid. The wells will be installed to EL. -40 or to the clay interface, whichever is encountered first. Each well will be constructed with a filter pack installed around the screen and equipped with a submersible pump. The wells will be connected to a common header and discharge pipe. Moretrench will convey the pump discharge up to 200 feet, along the ground surface, to a pre-approved discharge point (provided by others).

Moretrench will furnish and install 2 observation wells at mutually agreed upon locations to monitor groundwater levels.

Moretrench will run the submersible pump cables from each well to a power drop location (within 100 feet of the perimeter) where your electrician will make the necessary connections (including distribution panel(s)) to a source of commercial electric power. The temporary power cables will be run alongside and strapped to the well discharge header. Should you or any local codes require any additional measures for conveying temporary power, we assume that those measures will be provided by your electrician.

Moretrench will provide our own fully operated and insured ATV forklift for material and equipment handling during the installation phase of our work on site. We have not included any provisions for loader and/or hoisting services during the removal phase of our work on site, or for maintenance and repairs.

Well construction will be in accordance with known DDOE well requirements, and assist with obtaining the required DDOE well permits. Moretrench has not contemplated any costs associated any other permits (discharge, public space, MOT, building or occupancy, etc.). Moretrench has assumed DDOE will approve the drilling and construction method discussed above, should this not be the case additional charges may apply.

Upon completion of the work, DDOE approval and with written direction from you, Moretrench will remove the system and abandon the wells by tremie grouting them in place.

B. PRICING

Moretrench will perform the above scope of work for:

\$ 234,000 Lump Sum



C. OPTIONAL SERVICES

Additional Mobilizations and Deep Wells

Additional deep well drill rig and crew mobilization:	\$ 6,070 per Occasion
Additional deep wells:	\$ 14,395 per Well
Additional observation wells:	\$ 4,140 each

Drill Spoils and Waste Fluids Containment

DDOE will require drill spoils and fluids containment, Moretrench will deduct **\$57,960** from the lump sum if the containment and disposal of drill spoils and spoil fluids will be provided to Moretrench by others.

On site Dewatering Technician

Moretrench will provide a qualified (non-union) dewatering technician at the rate of **\$5,205 per week**. The technician will be on site 40 hours per week (non-premium time, Monday-Friday) to assist with the operation and maintenance of the dewatering system.

Weekly site visits

Moretrench will provide limited weekly site visits for **\$3,550 per month**. We have included the following in this weekly site visit price:

1. A dewatering technician on site for up to 2 hours per week
2. Provide routine weekly water level readings and total system flow rates
3. Check the system for the presence of iron encrustation. Treatment for iron encrustation is not included in this price.

Iron Bacteria Encrustation Treatment:

Moretrench will provide routine acid recirculation in the deep well system to mitigate iron bacteria encrustation at the rate of **\$1,100 per well**, per occasion.

Portable pre-packed sump cans

Moretrench will provide portable pre-packed sump cans with 1 HP pumps, pump controllers and 100 feet of 2 inch lay-flat hose for **\$3,600 per sump can**.

D. EXCLUSIONS

The following services will be provided by the General Contractor:

- Surveying and layout – a stake is required at each well location.
- A 150 gallon per minute source of pressurized (60 psi minimum) water within 200 feet of each well site with a clear path (no obstructions, road, rail or pedestrian crossing) from the source to the work area including permits and the cost of the water if appropriate.
- Dedicated loader service for loading/unloading trucks, servicing installation and removal crews, and for moving equipment and materials around the site.
- All site work will be performed by the General Contractor, including but not limited to:
 - Location, protection, relocation, removal, capping and/or repair of any utilities that are

close to or interfere with the work. Including any utilities, structures, or obstructions, man-made or natural.

- o Installation and maintenance of all soil erosion and sediment control measures.
 - o Any and all trenching, burial, trench covering, trench support, backfill and surface restoration required.
 - o Construction and maintenance of ditches, toe drains, sumps, pumps, and sand bags as required for the removal of surface, perched, and seepage water from the excavation areas.
 - o The control, holding, containment, and disposal of all cuttings, waste fluids, borehole flush water, and development water.
 - o Traffic control for the work if required.
- Complete and uninterrupted access to the work and staging areas will be provided for our workers, deliveries, and equipment. We have assumed that the General Contractor will provide all necessary site preparations including safe access for a rubber-tire mounted drill rig and rubber-tire mounted support equipment to all work locations *in sequence*. We have assumed the wells will be installed from existing ground surface elevation (except as otherwise noted).
- All costs associated with operation, manning, maintenance, and fuel/electricity as required for the duration of the system operation, except as noted. At a minimum, a dedicated dewatering technician should be included during work hours. If you elect not to utilize our technician to operate the dewatering system, Moretrench will train your designated personnel during start up. Additionally, Moretrench will provide an operating checklist for your personnel to follow while operating the dewatering system. A weekly rate for a Moretrench technician can be provided upon request. Emergency site visits, outside of our normal scope of work, will be billed on a T&M basis.
- We have not included any provisions for the treatment of wells for high iron, iron bacteria, or other fouling agents. The documents provide no groundwater quality data relevant to system fouling.
- All labor, equipment and materials required to connect and disconnect 3-phase, 460 volt electrical power as detailed above. The “base” system detailed herein will require 40 amps. We recommend that you include the capability to provide additional power for sumps, miscellaneous construction power, and additional dewatering devices if needed.
- All permits required for the execution of the work (excluding well permits) and any costs associated with water sampling, testing, treatment and discharge.
- Winterization of the pumping equipment and piping if required.

E. GENERAL CONDITIONS

- Moretrench has assumed that all well installation work will be accomplished under a single mobilization and during non-premium day shift work hours, Monday to Friday.
- We have assumed that all work may be accomplished under Level D construction attire.
- Be advised that where the ground is stratified and there are geological interfaces (i.e. a relatively coarse soil layer overlying relatively fine soil layers) there is the potential for residual water which may remain perched even after the activation of the dewatering system. This water will need to be handled from within the excavation with the use of drains and sumps (by

others).

- Potentially compressible soil is present at the site. Moretrench cannot be responsible for settlement or any other adverse effects due to groundwater lowering.
- Invoices will be submitted on a monthly basis and are to be paid within 30 days of receipt without retainage. Interest on unpaid balance will be charged at 1% per month.
- This proposal is subject to acceptance within 30 days from its date. Should you choose to have us sign your Subcontractor Agreement, this proposal, will become part of that contract, subject to mutually agreeable terms and conditions.
- Our standard terms and conditions (attached) are considered part of this proposal.

Thank you for considering Moretrench to perform the dewatering for this project. We look forward to working with you in the near future. Do not hesitate to contact our office with any questions.

Sincerely,

Moretrench American Corporation

George A. King, Jr.

George A. King, Jr.

Area Manager

GAK:bcl

Attachments



No one has seen more.™

MORETRENCH TERMS AND CONDITIONS

Dewatering, Grouting, Geotechnical

Page 1 of 2

(A) Revised: March, 2015

1. This proposal shall remain open for thirty (30) days from the date of this Proposal letter, and shall constitute the written agreement between Moretrench and Customer upon the commencement of any work by Moretrench hereunder.
2. Payments due to Moretrench are to be made within 30 days from receipt of invoice with no retention withheld. Final payment is due and payable in full, thirty days after completion of Moretrench's operations, and is not conditioned upon payment by Owner or other third party.
3. A Performance and Payment Bond is excluded from this proposal unless specifically included within this proposal. If Moretrench is required to furnish a Performance and/or Payment Bond, Customer will pay an additional 1.25% of the total price.
4. Moretrench will provide public liability and workman's compensation insurance coverage, except when coverage is provided by an owner or contractor controlled insurance program. Insurances such as dedicated, project specific, or railroad protective policies are not included.
5. Moretrench's liability and responsibility is specifically limited to the scope of work called for in this proposal (the "Work") and Moretrench shall have no liability or responsibility for any loss or damage, resulting from the performance of the Work called for herein, to property on or off the site of the Work of every nature and description. Construction grouting and dewatering are common methods to facilitate underground construction, and there are risks associated with altering the ground and with altering the elevation of groundwater, such as, but not limited to: moving contamination plumes, affecting load bearing foundation soils, settlement or heave of soil and/or structures, interruption of utilities, reducing or eliminating groundwater harvested by water wells. Customer hereby agrees to defend, indemnify and hold harmless Moretrench, its shareholders, directors, officers, employees and Moretrench's subcontractors of any tier from and against any and all claims, losses, liabilities and damages arising directly or indirectly from such loss or damage resulting from the performance of the Work.
6. For Geotechnical Structural Design Work only: If this proposal specifically includes engineering design services by Moretrench, then, if Moretrench's Work must be augmented due to inadequacies in Moretrench's design, Moretrench will do so at no additional charge, except as otherwise provided herein. This is the full extent of Moretrench's warranty for agreeing to furnish such engineering design services.
7. Limitation & Indemnity regarding Professionals: All Moretrench Work that is subsequently found to be defective for its intended purpose that was performed under the direction of, in accordance with, or approved by, any Engineers, Architects or other Experts retained by Customer or a third party (collectively, the "Professionals"), or their reports, testing or protocols, is not the liability or responsibility of Moretrench. Customer's sole recourse in such event is to make a claim against the Professionals. To the maximum extent allowed by law, Customer hereby agrees to defend, indemnify and hold harmless Moretrench, its shareholders, directors, officers, employees, and Moretrench's subcontractors of any tier from and against any and all losses, liabilities and damages to the extent they arise directly or indirectly from: (i) any and all misdiagnosis, errors or omissions by the Professionals, (ii) following or complying, or acting in accordance with Professionals' directions, protocols or instructions and (iii) the use or reliance on Professionals' reports, tests or findings.
8. If differing site conditions or changes outside the control of Moretrench result in the need to change or augment the Work, or perform additional work, then Customer will issue a change order to Moretrench on account of such differing site conditions (whether or not a Differing Site Conditions clause is contained within the Prime Contract between the Owner and the Customer) or change in the work.
9. Arbitration: Except for the rights and obligations of the parties under this agreement relating to claims or lawsuits by third parties for personal injury and/or property damage, any controversy or claim arising out of or relating to this agreement shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
10. Moretrench is a specialty subcontractor that typically self performs its work.
 - A This proposal assumes that Moretrench is not required to meet nor expected to contribute to any disadvantaged contracting goals (L/M/W/DBE participation and/or creation of a subcontracting plan).
 - B This proposal assumes that Moretrench is not required to meet nor expected to contribute to any labor participation goal (minority, women, etc. and/or creation of a workforce plan).
11. Customer shall perform and/or provide for Moretrench at no cost to Moretrench each of the following items, necessary for Moretrench's work:
 - a. Furnish all lines, grades, survey, and layout for Moretrench's work.
 - b. Monitoring of the system(s) and of adjacent structures, installation of piezometers, inclinometers, settlement monitors, etc., unless specifically included within this proposal.
 - c. Professional Engineering services including the preparation of P.E. stamped designs and drawings and/or the preparation of as-built drawings, unless specifically included within this proposal.
 - d. Any excavation and/or clearing required. Protection of trees or landscaping.
 - e. Perform removal of obstructions. Furnish holes through pavement and any trenching and ditching.
 - f. Provide a dry, firm, and reasonably level work platform at each location. Any necessary timber mats will be supplied by Customer.
 - g. Design, protection and maintenance of slopes, benches, berms, ramps, etc.
 - h. Design, furnish, install and maintain sheeting, shoring, bracing, brackets, supports, sandbagging, and backfilling required for the performance of this work, unless specifically included within this proposal.
 - i. Provide sumps and channels for the collection of drilling fluids. Provide for disposal of drilling fluids and drilling spoils.
 - j. Obtain necessary licenses, permits (except trade license and trade permits), hydrant hookups and utility clearances and make arrangements to close portions of public space and to enter upon public or private property as may be necessary.
 - k. Provide any easements necessary for the performance of Moretrench's work.
 - l. Provide access to the site, the work area, and to Moretrench's equipment and materials at all times, in order to allow Moretrench to safely work in an efficient, unlimited, and uninterrupted manner.
 - m. Assign to Moretrench a suitable and secure area(s) for the storage, maintenance and repair of Moretrench equipment, for storage and fabrication of materials, for vehicular parking and for its field office.
 - n. Provide traffic and pedestrian control and protection.
 - o. Provide perimeter handrails and fall protection. Provide safety rails or fences.



MORETRENCH TERMS AND CONDITIONS

Dewatering, Grouting, Geotechnical
Page 2 of 2

(A) Revised: March, 2015

- p. Keep the work area free from floods, surface water and/or groundwater by providing all necessary sumps and dewatering, unless specifically provided for in this proposal. Moretrench's responsibility does not include the removal of water originating from rainfall, adjacent areas, or existing structures.
- q. Locate all overhead and underground utilities, including test pitting, and relocate any that may interfere with the work. Provide temporary support of utilities; and/or support of Owner's/Customer's work in any such regard. Reasonable precautions will be taken by Moretrench to protect structures, drains, sewers, conduits, etc.; however, Moretrench cannot prevent nor assume the liability for fluids and/or grout migrating into unwanted areas.
- r. Any inspections and/or inspection fees.
- s. Obtain grout cubes, concrete cylinders, testing or analysis and inspections unless specifically provided for in this proposal.
- t. Any restoration including but not limited to repair of structures due to damage normally associated with deep excavations and/or ground improvements.
- u. Protection of existing waterproofing systems of adjacent structures exposed within the excavation.
- v. Any street cleaning and street maintenance.
- w. Wheel wash-down of our vehicles and equipment if necessary.
- x. Provide security for the site and Moretrench's material and equipment. Protect Moretrench's equipment from damage caused by actions or omissions of Owner, Customer, other Subcontractors, and third parties.
- y. Operation (i.e. manpower and electrical power) and/or maintenance of furnished equipment/system, unless specifically included within this proposal.
- z. Provide lifting service with a fully operated and insured crane or other piece of equipment when necessary for Moretrench's use in the performance of this work, unless specifically deleted in this proposal.
- aa. Provide electrical service (3 Phase, 480 Volt) to the site of work at points to be agreed upon. Service required is estimated at _____ HP.
- bb. Furnish continuous, potable water supply sufficient for the performance of Moretrench's work, at a minimum of City pressure and flow requirements, with 2-inch lines and 2-inch connections provided within 100 feet of Moretrench's work.
- cc. Furnish safe and adequate lighting (including any labor associated therewith).
- dd. Provide sanitary facilities on site.
- ee. Provide a location for the deposit of project waste and disposal of same.
- ff. Protection from theft and vandalism.
- gg. Removal of installed and excess material which may, at Moretrench's sole option, be left in place for ownership by others, unless specifically provided for in this proposal.
- hh. Unless otherwise noted in this proposal, Moretrench intends to work in Level D conditions. Moretrench is not Liable for the presence of any contaminated, toxic, or hazardous materials. If Moretrench is impacted by said substances, Customer will reimburse Moretrench for the additional costs plus markup and grant Moretrench an appropriate extension of time.
- ii. Remove snow and ice. Temporary heat for winter work and winterization, unless specifically provided for in this proposal.
- jj. Any contribution toward the cost of non-working personnel on the payroll of others or the inclusion of said personnel on Moretrench's payroll, such as master mechanic, shop stewards, electricians, teamster foreman, etc.
- kk. Any contribution toward general project clean-up costs.
- ll. Moretrench excludes liability for any costs or delays due to uninsured causes such as, but not limited to: strikes, wars, etc.
- mm. Any delay to Moretrench's work caused by a condition outside Moretrench's control to be invoiced and paid as extra work.
- nn. For Proposals that include Dewatering, the following items are also excluded:
 - i. Provision of protective structures for header and discharge lines and wellpoint pumps, and grade, burial, bracing, and support for system piping and wellpoint pumps, as required, to be supported level. We have assumed that the layout of the wells and/or wellpoints and piping will not interfere with future work.
 - ii. Treatment of water to be performed by others, unless specifically included within this proposal.
 - iii. Maintenance of furnished equipment/system including but not limited to consumables and any maintenance attributable to groundwater chemistry such as iron, biofouling, etc., unless specifically included within this proposal.
- oo. For Proposals that include Jet Grouting Operations: excavation and disposal of test columns, sumps and channelization required to control drill fluids and/or grout or drill fluid removal, access for jet grout plant, continuous access to work location and plant location, area for washout adjacent to work location, spoil control and removals, and a firm, dry, and level area for jet grout plant (which may require Customer to pour a concrete slab/base).
- 12. Moretrench excludes liability for claims and assessments of liquidated, consequential, punitive or actual damages.
- 13. The Terms and Conditions in this Agreement shall supersede and/or govern over any Articles/Provisions which may be set forth in the Customer's General Conditions if applicable and executed by the parties.
- 14. Mutual Indemnification: Except as otherwise provided herein, Moretrench agrees, to the fullest extent permitted by law, to indemnify and hold harmless, Customer, its officers, directors and employees against all claims, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Moretrench's negligent performance of the Work described under this Contract or anyone for whom Moretrench is legally liable provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to inquiry to or destruction of tangible property (other than the Work itself). The Customer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Moretrench, its officers, directors, employees and subcontractors against all claims, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Customer's negligent acts in connection with the Work, and the acts of its contractors, subcontractors or consultants or anyone for whom the Customer is legally liable provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to inquiry to or destruction of tangible property (other than the Work itself). Neither the Customer nor Moretrench shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

EXHIBIT M

	Addendum to Contract No.: UBA.001B.00D Addendum No.: UBA.001B.10D
Date: June 27, 2016 Project Description: Energy Modeling	Project Name: The Lofts at Capital Quarter Block 769
Parties to the AIA Document B102-2007 Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services and AIA Document B201-2007 Standard Form of Architect's Services: Design and Construction Contract Administration -- Architectural Services	
Client: Square 769 Owner, LLC c/o Urban Atlantic 7735 Old Georgetown Road, Suite 600 Bethesda, MD 20814 Telephone Number: 301-280-6600 Fax Number: 301-280-6639 Attn: Dan McCabe Email: dmccabe@urban-atlantic.com	Architect: Lessard Design Inc. 8521 Leesburg Pike Suite 700 Vienna, VA 22182 Phone: 571-830-1800 Fax: 571-830-1801 Attn: Susan Mejia, Contracts Manager smejia@lessarddesign.com
ARTICLE 1: ADDITIONAL SERVICES REQUIRED	
The following services are not included in the "Scope of Services" as described in the above-identified Contract between Architect and Client and shall constitute an Addendum to that Contract:	
Architect and MEP Consultant shall provide energy modeling for submission to Green Communities and energy model submittal to Energy Star MFHR program.	
Architectural	
Calculation of the additional envelope components, fixtures and devices required for Green Communities and Energy Star Submittals.	
MEP	
- Energy Modeling - Utilize Carrier HAP or Trane Trace software to demonstrate a minimum (or better) energy improvement than the minimum provisions based on the Energy Star Multifamily Guidelines. - Scope includes performing up to three (3) simulation iterations. Additional iterations would be billed \$1,650 per iteration. - Architect shall provide drawings and/or specifications which meet the requirements set forth in the applicable energy model guidelines. - Full submittal to Energy Star is excluded. - All Energy Star requirements other than the Energy Model are excluded. - Energy Model is for Green Communities requirements only and will be submitted directly to Green Communities only. - Energy Model Submittal to Energy Star Program: - Energy Model input and output documentation will be provided to Energy Star Registered Professional for documentation and submittal to Energy Star, if required by Green Communities Program. - Energy Star comments will be incorporated into the Energy Model at design and final issue. - Energy star documentation, portfolio manager, energy star compliance spreadsheets, energy star "prime", site visits, Energy Star Testing and Verification documents, and Performance Path Calculator shall be by others. - Application Stamp will be by others with Energy Star Developer Partner status.	



*Architectural and MEP Consultant Services will not include the following:

- Green Communities Filing. This has been previously submitted for fee approval under a fee addendum for client approval.
- Selection of appliances and fixtures
- Field testing, verification and certification.
- Energy Star documentation, portfolio manager, energy star compliance spreadsheets, energy star "prime", site visits, Energy Star Testing and Verification documents, and Performance Path Calculator shall be by others.

ARTICLE 2: ARCHITECT'S FEE FOR ADDITIONAL SERVICES

FEE STRUCTURE:

Architectural..... \$1,650
MEP
Energy Modeling \$23,100
Energy Model Submittal..... \$6,600

*Note: Scope and fee does not include Structural Consultant Services.

This constitutes the entire agreement between Client and Architect for Additional Services. To the extent not modified herein the terms and provisions of the AIA Document B102-2007 Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services and AIA Document B201-2007 Standard Form of Architect's Services: Design and Construction Contract Administration between parties dated 03/14/2015 shall remain in full force and effect.

CLIENT: SQUARE 769 OWNER, LLC

BY: _____

Name: VICTORIA S. DAVIS

Title: MANAGING PARTNER
URBAN ATLANTIC

Date: _____

06/27/16

ARCHITECT: LESSARD DESIGN INC.

BY: _____

Name: Jerry R. Simon, AIA, APA

Title: Principal

Date: 06/27/2016



EXHIBIT N



PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT

**CAPPER SQUARE 769 NORTH
2ND & 3RD STREETS SE
WASHINGTON, DISTRICT OF COLUMBIA 20003**

ECS PROJECT NO. 01-22909

FOR

URBAN ATLANTIC

MAY 28, 2014



May 28, 2014

Mr. Dan McCabe
Urban Atlantic
7735 Old Georgetown Road
Suite 600
Bethesda, Maryland 20814

ECS Project No. 01-22909

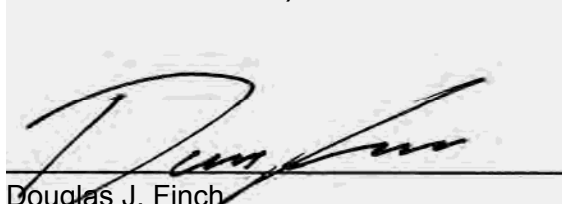
Reference: Phase I Environmental Site Assessment Report, Capper Square 769 North,
2nd & 3rd Streets SE, Washington, District of Columbia 20003

Dear Mr. McCabe:

ECS Mid-Atlantic, LLC, (ECS) is pleased to provide Urban Atlantic 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. 47693-EP authorized on May 6, 2014 and generally meet the requirements of ASTM E 1527-14, 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



Douglas J. Finch
Environmental Sr. Project Manager



Christopher M. Elliott
Senior 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.

[Signature]

Douglas J. Finch May 28, 2014
Environmental Sr. Project Manager

Ch. Elliott

Christopher M. Elliott
Senior Project Manager

Phase I Environmental Site Assessment Report
Capper Square 769 North
2nd & 3rd Streets SE
Washington, District of Columbia 20003

CLIENT

Urban Atlantic
7735 Old Georgetown Road
Suite 600
Bethesda, Maryland 20814

SUBMITTED BY

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

PROJECT

01-22909

DATE

May 28, 2014

**PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT
CAPPER SQUARE 769 NORTH
2ND & 3RD STREETS SE
WASHINGTON, DISTRICT OF COLUMBIA 20003**

ECS PROJECT NO. 01-22909

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1.0 EXECUTIVE SUMMARY

ECS Mid-Atlantic, LLC, (ECS) was contracted by Urban Atlantic to perform an ASTM Standard E 1527-13, Phase I Environmental Site Assessment (ESA) of the Capper Square 769N property, 2nd & 3rd Streets SE, Washington, DC (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 to the south of L Street SE between 2nd Place and 3rd Street SE in Washington, DC. The site is identified as District of Columbia Square 0769, Lots 0826 and 0019. The site consists of a vacant lot with gravel cover and grass vegetation. The site is proposed for development of a multi-story 171 unit apartment building with below grade parking. The site and surrounding properties are connected to municipal water and sanitary sewer.

The site is located in a commercial and residential area of Southeast Washington, DC. The site is bound on the north by L Street SE. Areas farther north consist of an at grade parking lot with an office building beyond. The site is bound on the east by 3rd Street. Areas farther east consist of residential rowhouses. The site is bound on the south by a gravel and paved at grade parking lot. Areas farther south consist of office buildings across M Street SE. The site is bound on the west by 2nd Place. Areas farther west consist of a recreational lot with office buildings beyond.

Based on the records search, site reconnaissance and interviews, it appears that the site was developed with residential dwellings since at least 1904. The structures were reported demolished in the mid 2000's. Historical records prior to 1904 were not reasonably ascertainable for the site.

Our review of historical information for adjoining or nearby properties identified the site area was originally residential that transitioned to increased commercial and recent redevelopment of residential properties.

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 a specified minimum search distances from the site. The EDR report does not identify the subject site on the databases researched. The EDR report identified several off-site properties within the minimum ASTM search distances. The adjacent property to the south along M Street SE was reportedly developed with a gasoline station from 1955 to the mid 1990's. The property is listed on the Underground Storage Tank (UST) and Leaking Underground Storage Tank (LUST) databases. The LUST is dated from 1990 and listed open by the District Department of Environment (DDOE). The tanks are listed as permanently out of use. The presence of previous gas station with petroleum USTs on an adjacent property is considered as recognized environmental condition for the site.

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, Phase I Environmental Site Assessment (ESA) of the Capper Square 769N property, 2nd & 3rd Streets SE, Washington, DC. 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:

- The adjacent property to the south along M Street SE was reportedly developed with a gasoline station from 1955 to the mid 1990's. The presence of previous gas station with petroleum USTs on an adjacent property is considered as recognized environmental condition for the site. The site is proposed for below ground excavation. If contaminated soil and/or groundwater is encountered, the material may need to be handled and disposed of in an appropriate manner.

PHASE I ENVIRONMENTAL SITE ASSESSMENT



CAPPER SQUARE 769 NORTH

1108 2ND STREET SE
WASHINGTON, DC
ECS PROJECT NO. 47:1534

FOR

CAPPER CARROLLSBURG VENTURE, LLC

MARCH 9, 2016





ECS Mid-Atlantic, LLC

"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

March 9, 2016

Mr. Dan McCabe
Capper Carrollsburg Venture, LLC
7735 Old Georgetown Road
Bethesda, MD 20814

ECS Project No.47:1534

Reference: Phase I Environmental Site Assessment Report, Capper Square 769 North, 1108 2nd Street SE, Washington, DC

Dear Mr. Dan McCabe:

ECS Mid-Atlantic, LLC (ECS) is pleased to provide you 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. 47:418-EP authorized on February 24, 2016 and generally meet the requirements of ASTM E1527-13, 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.

ECS Mid-Atlantic, LLC

A handwritten signature in black ink, appearing to read 'Doug Finch'.

Doug Finch
Senior Project Manager
Dfinch@ecslimited.com
703-471-8400

A handwritten signature in black ink, appearing to read 'G. Williams'.

Garnett Williams
Principal Geologist
gwilliams@ecslimited.com
703-471-8400

Project Summary

Capper Square 769 North
 1108 2nd Street SE
 Washington, DC 20003

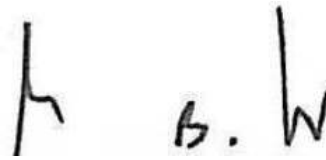
Report Section		No Further Action	REC	CREC	HREC	Other Environmental Considerations	Recommended Action
4.0	User Provided Information	✓					
5.1	Federal ASTM Databases	✓					
5.2	State ASTM Databases		✓				
5.3	Additional Environmental Record Sources	✓					
6.0	Historical Use Information		✓				
7.0	Site and Area Reconnaissance	✓					
8.1	Non-Scope Issues	✓					
9.0	Interviews	✓					

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.



Doug Finch
Senior Project Manager
March 9, 2016



Garnett Williams
Principal Geologist
March 9, 2016

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1.0 EXECUTIVE SUMMARY

ECS Mid-Atlantic, LLC (ECS) was contracted by Capper Carrollsburg Venture, LLC to perform an ASTM E1527-13, Phase I Environmental Site Assessment (ESA) of the Capper Square 769 North property located at 1108 2nd Street SE in Washington, DC (i.e. subject property). This Executive Summary is an integral part of the Phase I ESA report. ECS recommends that the report be read in its entirety.

The subject property is identified by District of Columbia Square 0769, Lots 0826 and 0019 and owned by the District of Columbia Housing Authority. The approximately 0.49-acre subject property consists of a gravel parking lot. The site is proposed for development of a multi-story 171 unit apartment building with below grade parking. The site and surrounding properties are connected to municipal water and sanitary sewer.

ECS previously performed a Phase I ESA for the site in 2014 (ECS Project No. 01:22909, dated May 28, 2014). The adjacent property to the south along M Street SE was reportedly developed with a gasoline station from 1955 to the mid 1990's. The presence of previous gas station with petroleum USTs on an adjacent property was considered an recognized environmental condition (REC) for the site.

The subject property is located in a residential and commercial area of Washington, DC. The site is bound on the north by L Street SE, on the east by 3rd Street SE, on the south by a gravel and paved at grade parking lot and on the west by 2nd Place SE.

Based on the records search, site reconnaissance and interviews, it appears that the site was developed with residential dwellings since at least 1904. The structures were reportedly demolished in the mid 2000's. Historical records prior to 1904 were not reasonably ascertainable for the site.

Our review of historical information for adjoining or nearby properties identified the site area was originally residential that transitioned to increased commercial and recent redevelopment of residential properties.

A regulatory database search report was provided by 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 subject property. The report did not identify the subject property on the databases researched. The adjacent property to the south along M Street SE was reportedly developed with a gasoline station from 1955 to the mid 1990's. The property is listed on the Underground Storage Tank (UST) and Leaking Underground Storage Tank (LUST) databases. The LUST is dated from 1990 and still listed as open by the District Department of Environment (DDOE). The tanks are listed as permanently out of use. The presence of a previous gas station with petroleum USTs on an adjacent property is considered a REC for the site.

The EDR report identified several additional off-site properties within the minimum ASTM search distances. Based on our review of available public records, none of the listings are believed to represent a REC for the subject property.

ASTM E1527-13 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". Data gaps which would be expected to impact our ability to render a professional opinion concerning the subject property were not identified.

We have performed a Phase I Environmental Site Assessment in general conformance with the scope and limitations of ASTM E1527-13 of the Capper Square 769 North property located at 1108 2nd Street SE, in Washington, DC. Exceptions to, or deletions from, this practice are described in Section 2.6 of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property except for the following:

- The adjacent property to the south along M Street SE was reportedly developed with a gasoline station from 1955 to the mid 1990's. The presence of a previous gas station with petroleum USTs on an adjacent property is considered an REC because of the active LUST case and the potential for contamination migrating onto the subject through groundwater and/or soil vapor pathways. The site is proposed for below ground excavation. If contaminated soil and/or groundwater is encountered, the material may need to be handled and disposed of in an appropriate manner.



EXHIBIT O



REPORT OF
SUBSURFACE EXPLORATION AND
GEOTECHNICAL ENGINEERING ANALYSIS

CAPPER SQUARE 769 NORTH
SE, WASHINGTON, DC

FOR
CAPPER CARROLLSBURG VENTURE, LLC

APRIL 17, 2015



ECS MID-ATLANTIC, LLC

Geotechnical • Construction Materials • Environmental • Facilities

"Setting the Standard for Service"

April 17, 2015

Mr. Dan McCabe
Capper Carrollsborg Venture, LLC
7735 Old Georgetown Road
Suite 600
Bethesda, MD 20814

ECS Project No. 01: 24110

Reference: Report of Subsurface Exploration and Geotechnical Engineering Analysis for
Capper Square 769 North, Southeast, Washington, DC

Dear Mr. McCabe:

As authorized by your acceptance of our Proposal No. 49475-GP, dated November 13, 2014, ECS Mid-Atlantic, LLC (ECS) has completed the subsurface exploration and geotechnical engineering analysis for the above-referenced project in southeast, Washington, DC. 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.

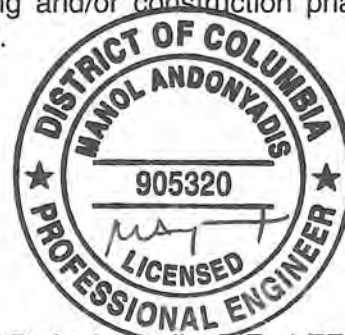
This report has been prepared to aid in the evaluation of this site and to assist the design team with the design of the proposed development. The report scope is limited to the specific project and the project description represents our current understanding of the significant aspects of the proposed construction relevant to the geotechnical considerations. We appreciate the opportunity to be of service to Capper Carrollsborg Venture, LLC 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 phases of this project, please do not hesitate to contact the undersigned.

Respectfully,

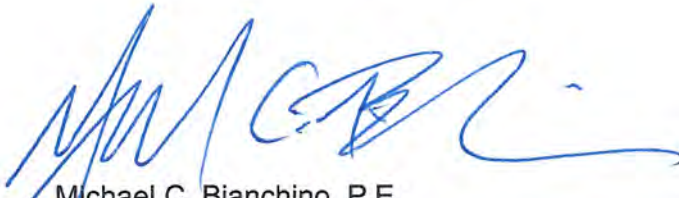
ECS MID-ATLANTIC, LLC



Michael D. Yasek, P.E.
Project Engineer



Manol P. Andonyadis, P.E., LEED AP
Senior Principal Engineer



Michael C. Bianchino, P.E.
Geotechnical Department Manager

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REPORT

PROJECT

Subsurface Exploration and
Geotechnical Engineering Analysis
Capper Square 769 North
Washington, DC

CLIENT

Capper Carrollsbury Venture, LLC
7735 Old Georgetown Road
Suite 600
Bethesda, MD 20814

PROJECT NO.	01:24110
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DATE	April 17, 2015
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PROJECT OVERVIEW

Introduction

This report presents the results of our subsurface exploration and geotechnical engineering analysis for the proposed structure located within the northern portion of Square 769 in southeast Washington, DC. This study was conducted in general accordance with ECS Proposal No. 49475-GP, dated November 13, 2014 and authorized by your office. The boring locations are shown on the Boring Location Diagram included in the Appendix of this report.

In preparing this report, we have utilized information from our current subsurface exploration as well as information from nearby sites.

Site Description

The project site is located at the southwest quadrant of the intersection of 3rd Street, SE and L Street, SE and is currently occupied by an at-grade gravel parking lot.

The site is bound to the south by M Street, SE, to the north by L Street, SE, to the east by 3rd Street, SE, and to the west by 2nd Place, SE. The Washington Metropolitan Area Transit Authority (WMATA) Green Line runs beneath M Street along the south side of the overall block of Square 769. The site is rectangular with approximate dimensions of 125 feet by 170 feet. Based on our review of the existing conditions plan prepared by VIKA Incorporated (VIKA Capitol, LLC), and dated August 29, 2008, we understand the site is relatively flat, with existing grades ranging from EL. 20 feet to EL. 22 feet.

Project Description

We understand the planned development will consist of the construction of a 10-story high-rise structure with two and a half below-grade parking levels. The proposed structure will occupy approximately the northern one-third of Square 769 (i.e. a footprint of approximately 21,000 feet). The proposed lowest level garage floor elevation will be at approximately EL. -6.5 feet. Based on our discussion with the Structural Engineer of Record (SER), the maximum anticipated column loads are estimated to be on the order of 1,600 kips.

If any of this information is inaccurate or has been revised, please contact us so that we may review and revise our recommendations as necessary.

Purposes and Scope of Work

The purposes of this exploration were to explore the soil and groundwater conditions at the site and to develop engineering recommendations to guide in the design and construction of the project. We accomplished these purposes by:

- Drilling five (5) borings to explore the subsurface soil and groundwater conditions;
- Performing laboratory tests on selected representative soil samples obtained from the borings to evaluate pertinent engineering properties;
- Performing two (2) in-situ Pressuremeter tests within a selected boring;

- Analyzing the field and laboratory data to develop the engineering recommendations included in this report; and
- Preparing this geotechnical report.

The conclusions and recommendations contained in this report are based on a total of five (5) borings (B-1 through B-5) performed by ECS, two (2) in-situ pressuremeter tests performed by ECS at boring location B-5, and laboratory tests conducted on selected soil samples to identify the soils and to assist in determination of the engineering properties of the site soils.

All borings were performed within the footprint of the proposed structure in the existing at-grade parking lot. The boring locations were located in the field by measuring from existing site features.

The five borings were drilled to a depth of 70 feet (terminating at approximately EL. -50 feet to EL. -52 feet) below the existing site grades. The approximate locations of the borings are shown on the Boring Location Diagram provided in the Appendix. The elevations referenced on the attached boring logs were obtained from the topographic survey information shown in the Existing Conditions Plan prepared by VIKI. The boring logs and boring profile are provided in the Appendix. The elevations shown in the boring logs and profile are considered accurate to the nearest foot.

EXHIBIT P



**PHASE II ENVIRONMENTAL SITE ASSESSMENT
CAPPER SQUARE 769 NORTH
1100 2ND PLACE, SE
WASHINGTON, DC**

ECS PROJECT NO. 47:1534-A

FOR

CAPPER 769N OWNER, LLC

JULY 7, 2016



ECS MID-ATLANTIC, LLC

"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

July 7, 2016

Ms. Caroline Kenney
Capper 769N Owner, LLC
c/o Urban Atlantic
7735 Old Georgetown Road
Bethesda, MD 20814

ECS Project No. 47:1534-A

Reference: Phase II Environmental Site Assessment (ESA), Capper Square 769 North,
1100 2nd Place SE, Washington, DC

Dear Ms. Kenney:

ECS Mid-Atlantic, LLC (ECS) is pleased to provide you with the results of the Phase II ESA for the above-referenced property. Our services were provided in accordance with ECS Proposal No. 47:1004-EP authorized on May 10, 2016. If you have any questions or comments regarding this report, or any other aspect of the project, please contact us at (703) 471-8400.

Respectfully submitted,

ECS MID-ATLANTIC, LLC

David J. Bookbinder, C.P.G.
Senior Project Manager

Christopher M. Elliott
Senior Project Manager

APPENDICES

- I Figure
- II Results Summary Table
- III Boring Logs
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**PHASE II ESA
CAPPER SQUARE 769 NORTH
1100 2nd PLACE, SE
WASHINGTON, DC**

ECS PROJECT NO. 47:1534-A

SITE BACKGROUND

The subject property is identified by District of Columbia Square 0769, Lots 0826 and 0019 and owned by the District of Columbia Housing Authority. The approximate 0.49-acre subject property consists of a gravel parking lot. The site is proposed for development of a multi-story apartment building with two levels of below grade parking.

ECS recently prepared a Phase I ESA for the subject property dated March 9, 2016 (ECS No. 47:1534). The Phase I ESA revealed the following recognized environmental condition (REC):

- The adjacent property to the south along M Street SE was reportedly developed with a gasoline station from 1955 to the mid 1990s. The presence of a gas station with petroleum USTs on an adjacent property is considered a REC because of the active LUST case and the potential for contamination migrating onto the subject through groundwater and/or soil vapor pathways. The site is proposed for below ground excavation. If contaminated soil and/or groundwater are encountered, the material will need to be handled and disposed of in an appropriate manner.

PURPOSE

The purpose of the Phase II ESA was to collect soil and groundwater samples from beneath the site for the purposes of providing an assessment of subsurface environmental conditions at the site.

METHODOLOGY

Prior to the advancement of any boring, ECS obtained the necessary permit from DCRA required for drilling boreholes for project sites in Washington, DC.

Once the workplan was approved and the permit was received, ECS employed a track-mounted Geoprobe to advance a total of five borings across the site. The approximate boring locations are depicted on the attached boring location diagram. The Geoprobe used a hydraulic hammer to push a steel rod with a polyvinyl chloride (PVC) sleeve into the ground in five-foot increments. The core was then withdrawn from the ground, and the

sleeve removed containing a relatively undisturbed soil core. The sleeve was cut open allowing examination of the entire soil core, and sampling of soil from the core sample. A dual tube Geoprobe sampling system was utilized to drill the borings on the site, consisting of an outer steel tube which acts as a casing for the boring, and an inner sampling tube to prevent potential vertical migration of potential contaminants. The casing was removed prior to abandoning each boring.

The borings were advanced to depths ranging between 25 and 30 feet below surface grade. Discrete soil samples were screened in 2.5-foot intervals throughout the depth of each boring. Each soil sample was screened in the field with a photoionization detector (PID) which measures total volatile organic compounds (VOCs).

Based on PID readings and field observations (i.e. staining or odors), two soil samples were collected from each boring for laboratory analysis (10 total samples). Each of the selected soil samples was placed in laboratory grade glassware, packed on ice and submitted under chain-of-custody protocol to an independent laboratory for analysis of total petroleum hydrocarbons diesel-range and gasoline-range organics (TPH-DRO and TPH-GRO) and VOCs.

Groundwater was encountered in each boring at depths ranging between 22 and 24.5 feet below surface grade. ECS collected a groundwater sample from each of the borings. The groundwater samples were collected by placing ten feet of temporary screened PVC at the base of the boring topped with solid riser pipe to the surface. Each groundwater sample was collected with a peristaltic pump with dedicated down-hole tubing. The groundwater samples were placed in laboratory-grade jars, packed on ice and submitted to an independent laboratory for analysis of TPH-DRO, TPH-GRO and VOCs.

Following completion, each boring was grouted with a bentonite-cement mixture as required by the Department of Energy and the Environment (DOEE).

RESULTS

Fill material was detected in each of the borings to depths ranging between the surface and 7.5 feet below surface grade. Obvious field evidence of impact was not detected in the borings with the exception of B-2. Saturated conditions were encountered at depths between 22 and 24.5 feet below surface grade.

A total of ten soil and five groundwater samples were submitted for laboratory analysis. The results are summarized in Table 1 in Appendix II, and the complete laboratory report is included in Appendix III.

Soil Results

Contaminant concentrations in soil were initially compared to DC RBCA Technical Guidance, Tier 0 Soil Screening Levels (June 2011). Where a Tier 0 sample was not established, results were compared to the DC RBCA Technical Guidance, Table 5.9 Risk-Based Screening, Resident Adult, Subsurface Soil Indoor Inhalation Screening levels (June 2011). If no DC RBCA value has been published for a particular soil compound, concentrations were compared to the *EPA Region 3, May 2016, RSLs, Residential Soil*.

Petroleum

TPH-DRO was detected in three of the ten soil samples analyzed at concentrations ranging from 45.4 milligrams per kilogram (mg/kg) to 2,100 mg/kg. One of the three soil detections of TPH-DRO exceeded the DC RBCA Tier 0 Screening Level of 100 mg/kg. None of the detected TPH DRO concentrations exceeded the DC RBCA Tier 1 Subsurface Soil to Indoor Air for a Resident Adult Screening Level of 2,120 mg/kg.

TPH-GRO was detected in one of the ten soil samples analyzed at a concentration of 109 mg/kg. The detection was located in the same sample that had the highest TPH-DRO concentration (B-2 at 17 feet). The soil detection of TPH-GRO exceeded the DC RBCA Tier 0 Screening Level of 100 mg/kg and the DC RBCA Tier 1 Subsurface Soil to Indoor Air for a Resident Adult Screening Level of 54.4 mg/kg.

VOCs

Concentrations of several VOCs were detected in three of the ten soil samples analyzed. None of the VOCs detected exceeded their respective DC Tier 0, DC RBCA Tier 1 Subsurface Soil to indoor Inhalation Screening levels or EPA Regional Screening Level (RSL) where established with the exception of naphthalene. Naphthalene was detected in B-2 at a depth of 17 feet at a concentration of 8,240 micrograms per kilogram ($\mu\text{g/kg}$). The naphthalene concentration exceeded the DC RBCA Tier 1 Subsurface Soil to Indoor Air for a Resident Adult Screening Level of 188 $\mu\text{g/kg}$.

Groundwater Results

A total of five groundwater samples were collected for laboratory analysis. Detected groundwater concentrations were compared to the DC RBCA Tier 1 Technical Table 5-9 Risk-Based Screening for a Resident Adult, Groundwater, Indoor Inhalation, Updated June 2011. If no DC RBCA value has been published for a particular compound, concentrations were compared to the EPA Region 3, May 2016, Maximum Contaminant Limit (MCL). The results are summarized below. The laboratory results for the groundwater samples are summarized in Table 2. All laboratory reports are included in Appendix III

Petroleum

TPH-GRO and TPH-DRO were not detected above laboratory reporting limits in the five groundwater samples.

VOCs

Chloroform was detected in boring B-2 and B-5 at estimated concentrations of 3.2 micrograms per liter ($\mu\text{g/L}$) and 2.5 $\mu\text{g/L}$, respectively. The chloroform concentrations did not exceed the EPA Region 3 Maximum Contaminant Level (MCL) of 80 $\mu\text{g/L}$ for total trihalomethanes, which is the total concentration of chloroform, bromoform, bromodichloromethane and dibromochloromethane.

CONCLUSIONS

In order to determine if previous activities on the property or adjacent properties have adversely impacted subsurface soil and groundwater, ECS advanced 5 borings across the property. Based on field screening results, ten soil samples were collected and submitted for laboratory analysis of TPH-DRO, TPH-GRO and VOCs.

During advancement of the borings, obvious field evidence of impact (i.e. PID readings, odors, staining, etc.) was detected in boring B-2 from a depth of approximately 10 to 23 feet below surface grade. Obvious field evidence of impact was not detected in the remaining four borings. Fill material was encountered in each of the five borings between the surface and approximately 7.5 feet below surface grade. Based on the laboratory results, petroleum contamination was detected in three of the ten soil samples. Two of the detections (B-1 at 7.5 feet and B-4 at 5 feet) were located in fill material. Both detected concentrations were below the DC Tier 0 screening level of 100 mg/kg. An elevated concentration of TPH-DRO was detected in B-2 at a depth of 17 feet below surface grade, which also contained a TPH-GRO concentration of 109 mg/kg. The concentrations of TPH-DRO and TPH-GRO both exceeded the Tier 0 screening level of 100 mg/kg. The concentration of TPH-GRO also exceeded its Tier 1 RBSL for Subsurface Soil to Indoor Inhalation for a Resident Adult, while the TPH-DRO concentration was below its Tier 1 RBSL for Subsurface Soil to Indoor Inhalation for a Resident Adult. Additionally, naphthalene was detected in the soil sample from B-2 at a depth of 17 feet at a concentration that exceeded its Tier 1 RBSL for Subsurface Soil to Indoor Inhalation for a Resident Adult. The remaining VOCs detected in the soil samples did not have established DC screening levels and were below their respective EPA RSL for Resident Soil.

Based on the current development scenario provided to ECS, the redevelopment will consist of constructing a multi-story residential structure with two levels of below grade parking. Petroleum-impacted material removed during redevelopment activities will need to be disposed appropriately. The disposal criterion for petroleum-impacted soil depends on the jurisdiction in which it is to be disposed.

- In the District of Columbia, excavated soils containing petroleum concentrations below the Tier 0 limit, 100 mg/kg, can be reused as fill material on the same site only. Soils that are excavated containing petroleum concentrations above the Tier 0 limit or below the Tier 0 limit that cannot be reused onsite cannot be disposed of within the District limits and must be disposed of at an appropriate disposal or treatment facility.
- In Maryland, any soil containing petroleum concentrations greater than 10 mg/kg cannot be reused as clean fill and must be disposed of at a licensed petroleum-impacted soil facility. Soils containing petroleum concentrations less than 10 mg/kg are considered clean fill.
- In Virginia solid waste management regulations divide petroleum-impacted soils into various classes depending on concentration. Soils containing petroleum concentrations less than 50 mg/kg may be disposed with certain restrictions (see 9VAC20-81-660-D). Soils containing less than 500 mg/kg petroleum may be disposed of in a lined landfill permitted to receive such wastes. Soils containing petroleum concentrations greater than 500 mg/kg may not be disposed of in Virginia landfills, unless the permit expressly allows for such disposal.

In practice, it is often difficult for developers and contractors to find a suitable disposal location for the “marginally-impacted” petroleum contaminated soils- i.e. soils containing detectable petroleum concentrations below the regulatory thresholds. This is due to the paucity of net fill construction sites in the area, and the relative abundance of legitimately clean fill materials with no petroleum contamination. Given the option, the developers of most fill sites will prefer clean fill materials over marginally-impacted materials. Consequently, it is common practice in this region to dispose of even low-level contaminated soils at petroleum-impacted soil facilities such as Clean Earth, Inc. of Greater Washington (Upper Marlboro, Maryland) or Soil Safe, Inc. in Brandywine, Maryland.

Currently, TPH-GRO and naphthalene exceed their respective DC RBCA Tier 1 Subsurface Soil to Indoor Air for a Resident Adult Screening Level at a depth within the planned excavation area. In the event there are exceedances of contaminants above their respective Tier 1 Subsurface Soil to Indoor Air for a Resident Adult Screening Level that will remain beneath the building, ECS recommends that a vapor barrier be constructed beneath the future building to prevent vapors from migrating into the building in accordance with DC DOEE requirements. If a vapor barrier is necessary, the vapor barrier will need to be 30-mil thickness at a minimum.

Saturated conditions were encountered between a depth of 22 and 24.5 feet below surface grade. TPH-DRO and TPH-GRO were not detected in the five groundwater samples analyzed. Chloroform was detected in two of the five groundwater samples at concentrations below its EPA MCL.

Based on the anticipated excavation depth, dewatering activities may be necessary. Prior to any water being discharged from the site into the combined sewer system, a temporary discharge authorization (TDA) permit will need to be obtained from the DC Water and Sewer Authority (DC Water). Once acquired, the TDA permit will require monthly or quarterly sampling during construction dewatering activities. If the results of any of the water samples exceed its respective pretreatment standard, DC Water will require treatment of the water before it can be discharged to the combined sewer system. Based on the groundwater results, it is not currently anticipated that treatment of the groundwater will be necessary prior to discharge to the combined sewer system. If the water will be discharged to the separate storm sewer, DOEE will likely require a more extensive groundwater characterization prior to approving the discharge of groundwater to the separate storm sewer.

Based on the soil sampling results, this report will need to be submitted to the DOEE Underground Storage Tank (UST) division. It is possible that the DOEE will open up a LUST case at the property. If a LUST case is opened by DOEE, the property owner or the identified responsible party (RP) will be required to submit a workplan for a comprehensive site assessment (CSA). The workplan would likely include additional soil and/or groundwater sampling to include, but not limited to, the installation of permanent monitoring wells, and additional soil and/or groundwater sampling. At this time, ECS cannot predict costs associated with a potential LUST case due to the unknown potential site specific requirements DOEE may impose on the property if a LUST case is opened.

QUALIFICATIONS

The conclusions presented within this report are based upon a reasonable level of investigation within normal bounds and standards of professional practice for a site in this particular geographic and geologic setting, and the areas of the site accessible for drilling.

The findings of this study are not intended to serve as an audit of health and safety or compliance issues pertaining to improvements or occupant activities on-site. All observations, conclusions, and recommendations pertaining to environmental conditions at the subject site are limited to conditions observed and/or materials reviewed at the time this study was undertaken. No other warranty, expressed or implied, is made with regard to the conclusions and recommendations presented within this report.

This letter is provided for the exclusive use of Capper 769N Owner, LLC, and their prospective partners. This report is not intended to be used or relied upon in connection with other projects or by other unidentified third parties. The use of this letter by any undesignated third party or parties would be at such party's sole risk and ECS disclaims liability for any such third party use or reliance. ECS has not completed or used any form of predetermined language to report the conclusions of this work and it is our understanding that we will not be required to do so. Compensation for this investigation is not contingent

upon results, and ECS has conducted this Phase II ESA objectively without reference to any particular outcome desired by the client.

EXHIBIT Q

July 29, 2016

District of Columbia
Office of Zoning
441 4th Street NW, #200
Washington, DC 20001

RE: Capper Carrollsburg – Square 769-North

To the Office of Zoning:

Our firm represents the joint venture of Urban Atlantic and Forest City Enterprises (“UA-FC”) in its joint venture with the District of Columbia Housing Authority (“DCHA”) to redevelop the former Arthur Capper/Carrollsburg community.

I am writing to confirm that UA-FC is actively engaged in finalizing the documentation of the financing of its planned development at Square 769-North and the development team is moving forward on all aspects of the transaction. All team members have communicated the goal of closing on financing and commencing construction prior to November 15, 2016 and we reasonably anticipate closing by such date. Finance partners include the following:

For the Affordable project component:

- Citibank (senior debt) – Letter of Commitment received. Anticipated to be finalized and executed by August 8, 2016.
- The Richman Group (Low Income Housing Tax Credit equity syndicator) – Letter of Commitment received. Anticipated to be finalized and executed by August 15, 2016.
- District Department of Housing and Community Development (LIHTC allocation and Housing Production Trust Fund debt) – Letter of Commitment executed.

For the Market Rate project component:

- Citibank (senior debt) – Letter of Commitment received. Anticipated to be finalized and executed by August 8, 2016.
- Center for American States (EB-5 equity) – Memorandum of Understanding Executed. Operating Agreement is being negotiated and finalized. \$11.5 Million in investments in escrow.

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GALLAGHER
EVELIUS & JONES LLP
ATTORNEYS AT LAW

Office of Zoning
Page 2
July 29, 2016

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin Davidson", with a stylized flourish at the end.

Kevin J. Davidson