

## SUBCONTRACTOR PURCHASE ORDER

### GANNETT FLEMING, INC.

207 Senate Avenue, Camp Hill, PA 17011

Telephone: 717-763-7211

To:  
(Subcontractor) CTI District Services, Inc.

(Address) 6856 Eastern Avenue, NW  
Washington, DC 20011

(Phone/Fax) Ph: (202) 603-8823

(email) ikarsten@cti-consultants.com

Date Issued: 01/22/2020  
(Executed PO to be returned within 10 days.)

Date work is to be completed: \_\_\_\_\_

Purchase Order Number: 65090

Client: Prince George County Public

Schools  
Tayac Elementary School  
800 Allentown Road  
Fort Washington, MD 20744

Project Location:

Project No.: 065090

Project Manager: Paul Huffman

**Notification Statement:** If Subcontractor qualifies for MBE/WBE or Other Special status\*, the nature of such status shall be noted below and the firm must include documentation indicating that the certification was in effect on the Contract effective date. (Subcontractor shall notify GF within 5 business days if special status is lost):

Nature of Certification(s):

'Other Special Status' includes DBE, SBE, SBRA, Veteran Owned, Handicapped Owned, Labor Surplus Area or HubZone

ALL INVOICES, INSURANCE CERTIFICATES AND CORRESPONDENCE MUST SHOW THE PURCHASE ORDER NUMBER AND BE SUBMITTED TO THE GANNETT FLEMING REPRESENTATIVE WHO SIGNED THIS PO/AGREEMENT:

GANNETT FLEMING, INC.

P.O. Box 67100, Harrisburg, PA 17106-7100

ATTN:

Toni Dermes / email address: [adermes@gfnet.com](mailto:adermes@gfnet.com)

TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT AND MUST BE ATTACHED HERETO

Project Scope of Work: Subcontractor agrees to provide Third Party Inspection Services mandated by the Prince George's County Inspections Program for Tayac Elementary School as described in the attached Proposals for a cost not to exceed \$13,503.00 without authorization the Price Proposals attached in accordance with the Project Schedules and the Terms and Conditions of this PO. In the event of a conflict between the terms and conditions of this PO and the Client Terms and Conditions, the more stringent provision shall prevail.

The following CLIENT Terms and Conditions are attached hereto and incorporated by reference herein.

NOT APPLICABLE

| ITEM | DESCRIPTION OF SERVICES   | TOTAL COSTS:   |
|------|---|--|
|      | In accordance with the attached Price and Proposal (Exhibits A), Subcontractor shall provide the necessary facilities, personnel, materials and equipment and shall do all things necessary or incident to provide Third Party Inspection Services for the DPIE Building Permit submission/approval process in accordance with the attached Proposal. Subcontractor shall also provide all necessary services and consultation with Client and GF during the procurement of the materials and equipment and preparation of the specification of equipment, materials, design and programming for the Project, cooperate with Client and GF and complete its Work to the satisfaction of GF and the Client in accordance with this Purchase Order. | Total price for all services in the Description of Services, which shall be billed at the hourly rates on the attached Price Proposals at the following respective not to exceed amount: |
| 1    | Materials Testing and Inspections Services as detailed in Proposal #P-74-433-1122219 dated 11/22/19 (attached as Exhibit A)   |  |
| 2    | Code Compliance Inspection Services as detailed in Proposal #P-74-433-1122219 dated 11/22/19 (attached as Exhibit A)  |  |
|      |   | \$ <u>13,503.00</u>  |

GANNETT FLEMING, INC.

Signature of Authorized Officer

Typed or Printed Name

Title

Date

ACCEPTED FOR  
SUBCONTRACTOR

Signature

Typed or Printed Name

Title

Date

SUBCONTRACTOR  
REPRESENTATIVE

Name

**SUBCONSULTANT SERVICES PURCHASE ORDER**  
**STANDARD TERMS AND CONDITIONS FOR SERVICES (Project Related)**

GANNETT FLEMING, INC. [5] (GF) EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS STATED IN THE PURCHASE ORDER, THESE STANDARD TERMS AND CONDITIONS AND ANY OTHER ATTACHMENTS.

**1. AGREEMENT DOCUMENTS** This Purchase Order and any attachments are the complete agreement between GF and subconsultant. No other document, including subconsultant's proposal, quotation or acknowledgment forms shall be part of this agreement, even if referred to, unless specifically agreed to by GF in writing. No right that GF has regarding this agreement may be waived or modified except by GF in writing. Any changes affecting price and/or delivery shall have GF approval prior to implementation. Verbal agreements on such changes must be confirmed in writing to be effective.

**2. TERMS OF PAYMENT** Subconsultant shall submit invoices monthly for work performed and approved by GF and Client. GF will pay subconsultant for said invoices within ten (10) business days after GF has received payment for subconsultant's services from Client, which shall be considered a condition precedent to GF's payment to subconsultant. GF will invoice the Client when the documents associated with Subconsultant's services are submitted to the Client for review. GF is not responsible for payment for any out of scope services carried out, or expenses incurred, that are not pre-approved in writing. No invoice will be processed if not received within sixty (60) days of completion of work or delivery of material. Failure to purchase and maintain any required insurance may result in withholding payment and/or termination of this Order at GF's option. Payment shall not constitute an acceptance of the services nor impair GF's right to any of its remedies.

**3. CANCELLATION AND TERMINATION** GF reserves the right, without liability to cancel this Order as to any material or services not delivered by the date specified herein whether not yet shipped or tendered, and to purchase substitute material or services and charge subconsultant for any loss incurred. In the event of cancellation, termination or expiration of any Purchase Order, all work being performed thereunder in subconsultant's possession shall be forwarded to GF, and GF shall make payment at the specified rates for satisfactory work performed to the effective date of the cancellation, termination or expiration. Such payment, if any, shall not exceed the amount due under such Purchase Order as reduced by any expenses or payments made by GF due to subconsultant's fault. If subconsultant fails to perform on time or otherwise fails to comply with this Order, GF may purchase elsewhere and may, unless subconsultant's delay was due to unforeseeable causes beyond its control and without its fault or negligence, charge subconsultant with all losses incurred.

**4. SUBCONTRACTING** Subconsultant shall not subcontract the work to be performed under this Order without GF's consent in writing. Subconsultant shall not assign any rights or monies due or to become due under this Order nor delegate or subcontract any obligations or work hereunder without the prior written consent of GF. All communications with Client shall be through GF, unless GF specifically authorizes such contact.

**5. PERFORMANCE** Subconsultant shall be solely responsible for the professional quality, timely performance, technical accuracy, completeness, compatibility with, and coordination of, all designs, drawings, specifications, calculations, data, reports or other work to be provided by subconsultant hereunder, and shall, without any additional compensation, correct or revise any errors or deficiencies which result from the subconsultant's services promptly upon notice or discovery thereof. All Services provided hereunder shall be performed with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Neither review, approval or acceptance, nor payment for, any of the services provided hereunder shall be construed as a waiver of any rights under this Purchase Order by GF or of any cause of action arising out of the performance of this Order, and subconsultant shall be liable for all damages caused by or arising out of subconsultant's performance of the work provided or required hereunder. Subconsultant guarantees all material and services provided under this PO for a period of two years from the date of acceptance or such longer period as required in the Prime Contract, and agrees to correct all defects and other damages at Subconsultant's cost.

Subconsultant shall also have a documented Quality Assurance/Quality Control (QA/QC) process that provides for checking and reviewing work for accuracy and correctness. Prior to submission of final documents, subconsultant shall check and review subconsultants work for accuracy and correctness according to the QA/QC process, maintain written records of these checks and reviews and, upon request by GF, shall supply copies of the subconsultants QA/QC process documentation. **Note: All deliverables must be created utilizing software product(s)/version(s) whose native file format(s) match that specified by Consultant. Translation of files between formats/versions is not permitted. If the use of document management software (DMS) is specified by consultant, all files must be accessed, worked on, and maintained within the DMS at all times!**

**6. INDEMNITY** Subconsultant shall indemnify and save GF and Client and their affiliated companies, agents and employees harmless from any and all claims and expenses of whatsoever nature (including allegations of negligence and, without limitation, reasonable costs of litigation and attorneys' fees) by any person or persons howsoever arising out of or caused by the negligent performance or non-performance by subconsultant, subconsultants subconsultants or anyone employed by either of them. This includes any negligent act or omission of subconsultant, subconsultant's subconsultants, or the employees of either of them. Subconsultant shall be solely liable for its safety programs, the safety of its employees, agents, and subconsultants and for all means and methods of production, and will defend and indemnify GF from any and all claims by such employees for bodily injury, death, property damage or other injury. This indemnification shall not be limited by amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.

To the fullest extent permitted by law, Subcontractor shall indemnify, defend (if required) and hold harmless GF and the Client, their officers, agents, funding agencies and employees in the same manner and to the same extent that *GF is required to defend and indemnify the Client, or any other person or entity, under the indemnification provisions contained in the Prime Contract.* Subconsultant agrees that the Client and the other indemnitied named in the Prime Contract shall be intended third party beneficiaries of this PO.

**7. RELEASE** Subconsultant acknowledges that the total compensation as set forth in this PO and any approved change orders shall be in full and complete satisfaction of all indebtedness and obligations of any nature whatsoever for the subconsultants services and include any and all costs related to inefficiencies, disruptions, lost or future profit or delays generally associated with the nature of subconsultant's services.

**8. OWNERSHIP AND TITLE.** Ownership and/or title to any designs, reports, data, electronic documents, custom software, drawings, specifications, calculations or other materials provided and/or work performed by the subconsultant shall pass to GF immediately upon delivery or receipt by GF.

**9. APPLICABILITY OF PRIME CONTRACT** The subconsultant agrees for its contracted services to comply with and be subject to the same contractual requirements with respect to GF as GF is subject to with respect to Client under the Prime Agreement. All relevant terms of the Prime Agreement apply to this Subconsultant agreement unless specifically stated otherwise in this agreement. With respect to the Prime Agreement, the designation "Client" shall be read to be the "Consultant" and the designation "Contractor/Consultant" shall be read to be the "Subconsultant". The subconsultant further agrees to be bound by any modification of the Prime Agreement that may occur from time to time applicable to subconsultant.

**10. APPLICABLE LAW** The law of the State where the project is located shall govern this agreement.

**11. COMPLIANCE WITH ALL LAWS** Subconsultant shall at all times comply with all applicable federal, state and local laws, rules and regulations. Subconsultant represents that in the performance of this agreement subconsultant has complied with all of the provisions of the Fair Standards Act of 1938 of the United States as amended.

**12. EQUAL EMPLOYMENT OPPORTUNITY** The provisions of Executive Order 11246 (as amended) of the President of the United States on Equal Employment Opportunity, the Civil Rights Act of 1964 and the rules and regulations issued pursuant thereto are incorporated in this agreement by reference and subconsultant represents that he will comply, unless exempt.

**13. EMPLOYMENT AND PROCUREMENT PROGRAMS** (when applicable) The following provisions are incorporated when performing work under U.S. Government Funded/Procurement Contracts: Utilization of Labor Surplus Area Concerns (if in excess of \$10,000) (41 C.F.R. 1-1.805-3 (a)); Labor Surplus Area Subcontracting Program (if in excess of \$500,000) (41 C.F.R. 1-1.805-3 (b)); Affirmative Action for Handicapped Workers (if \$2,500 or more) (41 CFR 60-741.4); Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (if \$10,000 or more) (41 CFR 60-250.4); Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (if in excess of \$10,000) (45 Fed.Reg. 31028 May 9, 1980); Small Business and Small Disadvantaged Business Subcontracting Plan (if in excess of \$500,000) (45 Fed.Reg. 31028 May 9, 1980); Utilization of Women-Owned Business Concerns (if in excess of \$10,000) (45 Fed.Reg. 31033 May 9, 1980); Women-Owned Business Concerns Subcontracting Program (if in excess of \$500,000) (45 Fed.Reg. 31033 May 9, 1980), as such programs are supplemented; during the term of this agreement, the subconsultant agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor prescribed pursuant to Executive Order 13496 of January 30, 2009, "Notification of Employee Rights under Federal Labor Laws", in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The language of the notice is prescribed at [http://www.dol.gov/olms/regs/compliance/EmployeeRightsPoster11x17\\_Final.pdf](http://www.dol.gov/olms/regs/compliance/EmployeeRightsPoster11x17_Final.pdf).

**14. INSURANCE** Subconsultant shall maintain insurance to protect GF and Client. GF and Client together with any other entities required by the Contract Documents shall be added as additional insureds, under Subconsultant's Comprehensive General Liability Policy and Commercial Auto policy, including Completed Operations Insurance, to insure them.

Should the Services include installation or construction activities Endorsement ISO CG 20 10 07 04 or equivalent under Subconsultants' Commercial General Liability Policy is required;

Coverage shall be primary with GF's, the Client's, and the others', as noted above, insurance to be non-contributory and excess over Subconsultant's coverage.

All policies shall be endorsed to waive subconsultant's rights of subrogation against GF and the Client.

Prior to beginning work, insurance certificates that comply with the requirements shall be furnished to Consultant's Project. Not less than 30 days written notice to Consultant is required of any cancellation, or reduction of limits in the policy.

Subconsultant shall not perform any work until all insurances are in place. One week prior to start of said work, subconsultant shall submit a Certificate of Insurance showing GF and client as additional insured on coverages A & B below and identifying the project number on the certificate of insurance with the following minimum requirements identified below (or higher limits if required by the terms and conditions of the Client agreement) to:

Gannett Fleming, Inc.  
ATTN: Deborah Jorich  
PO Box 67100, Harrisburg, PA 17106-7100

- A. Commercial General Liability (including Contractual Liability) with \$1,000,000 Combined Single Limit
- B. Commercial Automobile Liability - \$1,000,000 Combined Single Limit
- C. Workmen's Compensation and Employers' Liability Coverage - Statutory Limits
- D. Unless specifically excluded, subconsultant's Professional Liability/Errors and Omissions Coverage - \$1,000,000 Minimum.

The provisions of this Article shall survive the expiration or any termination of this Agreement.

**15. REPRESENTATIONS** Consultant represents that all services supplied shall be performed with the same degree of care, skill, and diligence by members of the same profession within the United States, and any representations included in this proposal.

Consultant warrants that for any Material furnished pursuant to this Order the same will be: (a) free from defects in title, workmanship and material; (b) free from defects in design except to the extent that such items comply with detailed signed and sealed designs provided by GF; (c) of merchantable quality and suitable for the purposes, if any, which are stated on this Order.

Subconsultant guarantees any materials furnished under this agreement for a period of one year from the date of acceptance of the work and agrees to correct all defects and other damages at subconsultant's cost. Subconsultant guarantees that the material/work hereby ordered and the sale or use of it will not infringe any United States or foreign Letters Patent, Registered or Industrial Design, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country. Subconsultant agrees to defend, protect and save harmless GF, its officers, employees, and agents from and against all damages, claims and demands, for actual or alleged infringement of any Intellectual Property right by reason of the sale or use of the material/work hereby ordered.

**16. RECORDS RETENTION** Subconsultant agrees to maintain its books, records, documents and other evidence (hereinafter records) and apply consistent accounting procedures and practices sufficient to properly reflect its transactions under this agreement and maintain all records for a period of three years after final payment and audit by the Client under this agreement or for a period of time specified in the Prime Agreement, whichever is

longer. Subconsultant agrees to make such records available for audit by GF or Client or any other governmental funding agency and to repay GF within fifteen (15) days of notice any overpayments to subconsultant under this agreement. GF shall have the right to withhold retainage and the total disallowed amounts from any sums payable under this agreement, if permitted by the Prime Agreement.

## **17. MISCELLANEOUS REPRESENTATIONS AND COVENANTS**

A) Under no circumstances and at no time shall subconsultant disclose to any person any Confidential Business Information such as financial information, secrets, methods or systems used by GF in its business. Confidential Business Information includes, but is not limited to, any and all

drawings, specifications, customer lists, brochures, reports, and other such information of any nature made available to subconsultant by virtue of subconsultant's association with GF, and shall be held in strict confidence during the term of this agreement and for two years after its termination.

B) Subconsultant hereby covenants and agree that during the term and for a period of one year after the termination of this agreement, or any extensions or renewals thereof, subconsultant will not directly or indirectly solicit, employ, hire or retain any employees of GF or its affiliates without GF's prior written consent.

C) Subconsultant agrees that the disclosure of our Information and discussions concerning the project or systems installed in breach of this agreement would cause GF immediate, substantial and irreparable harm, the value of which would be extremely difficult to determine. Accordingly in the event subconsultant breaches any of the provisions of this agreement, GF shall be entitled to equitable relief, including injunction and specific performance, in addition to all other remedies available to GF at law or in equity. No failure or delay by GF in exercising any requirement or part of this agreement should be construed as a waiver thereof, nor shall it preclude any other right, power or privilege hereunder available to GF.

## **SUBCONSULTANT QUALITY VERIFICATION FORM**

SubConsultant must provide a signed copy of this form with each deliverable\* specified in the Work Order or the deliverable will not be accepted. A true copy of SubConsultant's internal QA/QC review and approval forms related to the deliverable should be attached.

This form must be signed by SubConsultant's Quality Assurance/Quality Control Officer

**Project Name: Tayac Elementary School (PGCPS - Tayac ES HVAC Repl)**

**Gannett Fleming Project**

**Number: 065090**

**Deliverable Description:**

I, \_\_\_\_\_, warrant and represent that the project deliverable described above and attached to this form was developed in accordance with the project scope of work is fully compatible and functional with any specifications or requirements, and that all elements relating to the quality of the deliverable were verified in accordance with the requirements of my firm's internal quality management/quality assurance system. This deliverable satisfies all requirements of our Contract with Gannett Fleming.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

**\*'Deliverable' shall mean all calculations, drawings, maps, specifications, reports, data bases, logs and other information developed from wells, borings and cores, laboratory data, materials schedules, instrument calibration data and all other items developed, prepared and delivered to Gannett Fleming as specified in the Scope of Work, in any form or media.**



6856 Eastern Avenue NW  
Washington DC, 20011  
Tel: (202) 603-8823  
Email: jkarsten@cti-consultants.com

November 22, 2019

Gannett Fleming, Inc.  
207 Senate Avenue  
Camp Hill, PA 17011

Attention: Toni Dermes

Reference: Tayac Elementary School HVAC Replacement - Fort Washington, Maryland  
Materials Testing and Inspection Services  
Third Party Code Compliance and Specialty Services  
Proposal No. P-74-433-112219

Dear Toni Dermes:

CTI District Services is pleased to submit this proposal for professional construction materials testing and third party code compliance inspections for the Tayac Elementary School HVAC Replacement in Fort Washington, MD. With CTI's concept to completion engineering model following every step of the design and construction process, we believe that we bring you un-paralleled services in all aspects of this project. CTI has built a 30-year tradition of innovation and strong clients relationships; as such, we believe we bring the necessary skill, confidence and experience to act as your engineering consultants throughout the construction process.

CTI is one of the largest engineering firms in our industry within the Washington DC metro area. Having provided services on projects within the region over the past 35 years, we are uniquely qualified to bring the local and regional experience to your project. Due to CTI's overall size and integrated network of branch offices, we can provide all services required in an efficient and expeditious manner.

## PROJECT OVERVIEW

The project scope of work is to (1) demolish boilers, condensate pumps, and boiler feed units, and all steam and condensate piping; and remove unit ventilators, window air conditioners, multipurpose room air handling units, and kitchen make-up air unit; (2) install new high efficiency boilers, air cooled chiller, heating and chilled water pumps, and a two-pipe piping system throughout the school; install new air handlers and make-up air unit; and install new DDC control system throughout the school; (3) new electrical panels and power distribution for mechanical equipment; and new lights and switching where indicated on drawings; and (4) new ceilings where indicating on drawings.



## **PROJECT BUDGET**

For this project, we propose that our services will consist of testing and inspection work as set forth in the subsequent pages including the Scope of Work, the Schedule of Rates, and the General Conditions. We estimate that a budget of approximately **\$13,503.00** should be allowed for the testing and inspection program but would request an opportunity for a meeting to detail out a fee customized to your exact project needs and at your option, also discuss additional services we can assist you with on this project.

## **OTHER SERVICES**

As a “concept to completion” engineering firm we offer a multitude of services that can assist you on your project. Whether you require our classic CTI services, or require the additional expertise of our CTI Facilities group, we have the appropriate professional to customize solutions to your project needs. This list includes by way of example:

- **DESIGN CONSULTING** – Engineering consulting including a full spectrum of Environmental and Geotechnical services. CTI also offers Design Support Services including Plan Review, LEED Consulting and Commissioning Planning.
- **INSPECTION** – Quality Assurance, Quality Control, Construction Monitoring, Project Management and Clerk of the Works.
- **TESTING** – Field Testing of Construction Materials, Laboratory testing within fully accredited labs, Deep Foundation Testing including Dynamic Pile Analysis, Pile Integrity Testing, etc...
- **FACILITIES** –
  - Commissioning of New Buildings (Cx), Existing Buildings (EBCx), and Monitoring Based Commissioning (MBCx);
  - Building Envelope Commissioning (BECx);
  - LEED Consulting, Inspection, and Testing;
  - Plan Review for MEP, Building Envelope, and Air Barrier;
  - Building Envelope Design, Inspection, and Performance Verification Testing of Waterproofing, Air Barrier, Below Grade, Cladding, Fenestrations, and Roofing;
  - Whole Building Air Tightness Testing in accordance with applicable requirements including USACE, LEED, ASHRAE 189.1, ASTM E779;
  - Expert and Forensic Services.

If any of these additional services are required for this project or any others within which you are involved, we would gladly meet with you to discuss them further.



If the terms of this proposal letter and attachments are acceptable to you, we would appreciate you confirming your acceptance to us by signing the enclosed copy of this letter in the space provided and returning this packet in its entirety.

CTI welcomes the opportunity to work as your quality control representatives on this and future projects. We look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Karsten", written over a horizontal line.

Jim Karsten  
Director of Business Development

A handwritten signature in blue ink, appearing to read "Raymond Bradner", written over a horizontal line.

Raymond Bradner  
President

MAR002-LB.20180727

Proposal Including Schedule of Rates and General Conditions  
Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2019

By: \_\_\_\_\_  
(Signature) (Print Name)  
\_\_\_\_\_  
(Title) (Company)

*This proposal is valid for 90 days unless otherwise mutually agreed to in writing by both parties.*

ATTACHMENTS: Appendix I – Scope of Services  
Appendix II – Project Plan and Project Estimate  
Appendix III – Schedule of Rates, Billing terms and Special Provisions  
Appendix IV – Terms and Conditions



**APPENDIX I****SCOPE OF SERVICES****1. Earthwork / Spread Footing Foundations**

Observe the subgrade to evaluate the suitability of subgrade prior to the placement of fill material.

Observe spread footing foundation subgrade to evaluate the suitability of the bearing materials based on the designed bearing pressure.

Perform appropriate soils laboratory testing on materials proposed for use as fill and backfill. Testing may include; Grain Size Distribution (ASTM D-422), Moisture Content (ASTM D-2216), Liquid and Plastic (Atterberg) Limits (ASTM D-4318), and Proctor Moisture-Density Relationships (ASTM D-698 or ASTM D-1557.)

Observe placement of fill and backfill, and perform in-place density and moisture content tests in accordance with ASTM D-6938.

**2. Cast – In – Place Concrete**

Observe placement of reinforcing steel for proper size, spacing, length of splices, and general compliance with project plans and specifications.

Observe concrete placement and placing techniques, sample and perform applicable concrete tests including Slump (ASTM C-143), Air Content (ASTM C-173) for concrete permanently exposed to weather and Temperature (ASTM C-1064), in addition cast concrete cylinders to be cured and laboratory tested in accordance with project specifications and ASTM C-31 and C-39.

**3. Structural Steel**

Spot check column plumbness and visually observe welded and bolted connections to assess connection details in accordance with structural drawings. Examine tightness of high strength bolts in accordance with AISC/ASTM/RCSC procedures.

**4. Engineering Services**

Provide a Geotechnical Engineer at the onset of earthwork operations to observe the contractor performing operations in compliance with the project earthwork recommendations.

A Project Manager, under the direction of a Geotechnical and Materials Engineer, will visit the project site as necessary to attend meetings, observe techniques, provide technical recommendations, and prepare interim and final reports. A Professional Engineer, licensed in Maryland, will review all test data and submit summary reports as necessary to meet owner's, contractor's and project requirements.

**5. Building Inspections**

Provide a certified code inspector to perform wall framing, ceiling close-in, insulation and final inspections. During final inspections, the inspector will perform visual inspections of wall and ceiling assemblies and finishes.

**6. Mechanical Inspections**

Perform visual inspections and witness any associated testing prior to walls and ceilings being concealed. Perform final visual inspections and witness operational testing of all equipment prior to occupancy.

**7. Electrical Inspections**

Perform visual inspections of all electrical systems, circuits, conduits, wiring, devices, fixtures and equipment prior to walls and ceilings concealment. Perform final visual inspection of the electrical wiring system, fixtures and equipment prior to occupancy.

**8. Final For Occupancy**

Final Occupancy Inspections encompass the Final Building, Final Electrical, Final Plumbing, Final Mechanical and Final Elevator/Escalator Inspections. This overall Final Occupancy Inspection can be performed in concert with the individually approved trade finals or as a separate inspection depending upon project completion status as determined by the Inspector.

**APPENDIX II**

**PROJECT PLAN AND FEE ESTIMATE**

The project plan, estimated fees and assumptions are based on a cursory review of the project drawings, as provided to us by your office. At the time of our proposal, no construction schedule was available therefore we estimated this project based on the anticipated scope and time frame needed to complete this project.

**PROJECT PLAN**

CTI assumes our services will be needed for construction duration of approximately 2 months. During this period, we expect to staff this project with the following;

CTI will staff a part time Engineering Technician for (3) visits during the construction site concrete.

CTI will staff a Senior Inspector for (1) visit for structural steel framing (welding, bolting, etc.).

**Building, Mechanical and Electrical Inspections will be performed based on 3 rooms being done at a time.**

If you do not agree with any of the above assumptions, we would be pleased to speak with you and review these items in more detail.

**FEE ESTIMATE**

| <b><u>ACTIVITY</u></b>                       | <b><u>Unit</u></b> | <b><u>Quantity</u></b> | <b><u>Cost Per</u></b> | <b><u>Cost</u></b> |
|--|--------------------|------------------------|------------------------|--------------------|
| <b>ONSITE STAFF</b>                          |                    |                        |                        |                    |
| Engineering Technician                       | Hour               | 18                     | \$36.00                | \$648.00           |
| Senior Inspector                             | Hour               | 6                      | \$75.00                | \$450.00           |
| Building, Mechanical, Electrical Inspections | Visit              | 28                     | \$375.00               | \$10,500.00        |
|  |                    |                        |                        |                    |
| <b>LABORATORY SERVICES</b>                   |                    |                        |                        |                    |
| Concrete Cylinders                           | Each               | 18                     | \$10.00                | \$180.00           |
|  |                    |                        |                        |                    |
| <b>REIMBURSABLES</b>                         |                    |                        |                        |                    |
| Sample Pick-up                               | Each               | 3                      | \$75.00                | \$225.00           |
| County Meeting                               | Each               | 1                      | \$1,500.00             | \$1,500.00         |
|  |                    |                        |                        |                    |
| <b>ESTIMATED FEE</b>                         |                    |                        |                        | <b>\$13,503.00</b> |

**APPENDIX III****1. Personnel:**

|  |                |
|--|----------------|
| 1. Engineering Technicians                   | \$ 36.00/hour  |
| 2. Senior Inspector                          | \$ 75.00/hour  |
| 3. Code Inspector                            | \$ 125.00/hour |
| 4. Fire Inspector                            | \$ 200.00/hour |
| 5. Project Manager                           | \$ 75.00/hour  |
| 6. Registered Engineer/Geotechnical Engineer | \$ 140.00/hour |

**2. Visits:**

|                    |                 |
|--------------------|-----------------|
| 1. Code Inspection | \$ 375.00/visit |
|--------------------|-----------------|

**3. Reimbursables:**

|                   |              |
|-------------------|--------------|
| 1. Sample Pick-up | \$ 75.00/day |
|-------------------|--------------|

**4. Materials Tests:**

|   |               |
|---|---------------|
| 1. Concrete cylinders (ASTM C39) (tested or untested) | \$ 10.00/each |
|---|---------------|

**BILLING TERMS**

This estimated fee is based on regular working hours and does not include any overtime or additional time above the estimated hours which were used in deriving this estimated fee. It should be noted that our fee for testing and inspection services is solely dependent upon the contractor's rate of progress, the weather, and other conditions which are beyond our control.

Inspection Program Administration/Management will be invoiced on actual hours recorded to the project and are estimated in the fee estimate provided

Engineering consultations are overseen by a Project Manager and/or Engineer including, but not limited to, visiting the project to provide technical recommendations, attending meetings, and office/phone consultations and will be billed in accordance with the above rates and terms. As we cannot quantify these services at this time, these services are not included in the Budget Estimate above and will be billed in accordance with our Schedule of Rates.

Services performed will be invoiced portal to portal based on four hour minimums. All time expended over eight (8) hours per day, at night 5 p.m. to 6 a.m. or on Saturdays, Sundays and/or holidays will be invoiced at standard rate times 1.5.

Any ADD/ALT SERVICES requested from Stevenson Consulting shall be compensated and rendered per the terms of this Proposal.

**SPECIAL PROVISIONS**

CTI requires approved project plans and specifications be provided, at no cost to CTI, prior to commencement of work.

CTI requires 24 hour notice for field services and 72 hour notice for start-ups and new projects. If scheduling is done outside of these requirements, higher rates may apply. CTI will not be held responsible for required Testing/Inspections that are not performed due to inadequate scheduling. Cancellations or schedule changes should be called in at least 2 hours in advance or the client may be charged travel time and reporting time.

Observations by our representatives shall not be relied upon by others as acceptance of work and shall not be construed to relieve the Contractor from their responsibilities and obligations under the construction contract for means, methods, techniques, sequences and procedures.

**General Terms and Conditions****ARTICLE 1 - SERVICES**

1.1 Basic Services: CTI District Services Inc. (hereinafter called "the Company") shall perform the services defined in the Scope of Work which is attached to and forms a part of this Agreement. Reimbursement for these services will be provided in the manner defined in the Agreement. The estimated costs of the services if provided to the Client shall not be considered as a firm figure, but only as an estimate unless specifically stated otherwise in the Agreement.

1.2 Additional Services: The Company shall provide additional services under this Agreement as may be requested by the Client. The cost of these services will be invoiced at the standard rates and terms included in the Schedule of Rates in effect at the time the additional services are provided. The Client understands and agrees that any delays, cancellations, rescheduling, overtime or other construction activities that may alter the anticipated number of hours and the anticipated costs of the Company on the job site will be considered additional services, and will be invoiced as defined above.

1.3 Documents: The Client agrees to supply the Company with copies of all necessary contract documents to assist completion of the work.

**ARTICLE 2 – STANDARD OF CARE**

2.1 Standard of Care: The Client understands and agrees that the Company's professional judgment must rely on information identified from a limited area in the direct vicinity of that sampled, tested and/or observed. The Client agrees that it shall not claim any damages as a result of conditions subsequently found in areas not evaluated by the Company or which were not part of the immediate area(s) evaluated by the Company. The Client also recognizes that conditions may vary from those encountered by the Company and that the analyses and recommendations developed by the Company are based solely on the data available at the time of testing, examining, surveying or exploration. In no event shall the Company be liable for any indirect, incidental, special or consequential damages of any kind or nature whatsoever arising or related to this Agreement, however caused.

2.2 Certifications: Any certifications requested by the Client or a local authority shall consist of the Company's evaluation and professional opinions based on limited sampling, observations, tests, and/or analyses. The Company's "certification" shall consist of the Company's professional opinion of the conditions present at that time and does not guarantee that such condition exists, nor does it relieve other parties of responsibilities or obligations such parties may have. The Client agrees not to make payment of any amount due to the Company in any way contingent upon the Company signing any such documents.

2.3 Warranty: The only warranty or guarantee made by the Company in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing those services or providing oral or written reports.

**ARTICLE 3 – INSPECTION AND TESTING SERVICES**

3.1 Contractor's Responsibility: It is understood by the Client that the purpose of our field representative will be to observe the contractor's work and conduct field tests. Our work does not include supervision or direction of the actual work of the contractor, his employees or agent. In this proposal the words "supervision" "inspection" and "control" are used to mean periodic observation of the work and the conducting of tests by the Company to reduce, but not necessarily eliminate, the risk of problems arising, and that provision of such services does not create a warranty or guarantee of any type. It is further understood that neither the presence of our field representative nor the observation and testing by our firm shall excuse the Contractor in any way for defects discovered in his work. The Company is not a quality assurance representative for the Contractor. It is understood that our firm will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the Contractor. Client agrees to furnish or cause to be furnished all information Client has or through due diligence should have which information the Company reasonably requires in order to properly perform its services. The Company will not be responsible for any damages incurred by Client or third parties as a result of Client's failure to disclose such information to the Company. In addition, the Company will not be responsible for performing any services or advising Client of the necessity of performing any services caused by the failure to disclose such information.

3.2 Inspection Scheduling: Responsibility for scheduling on-site inspection lies with the Client. Should the Client designate this responsibility to another party, the Client accepts all actions of the designated party as that of his own. Scheduling of services will require a minimum of twenty-four (24) hours notice. Services requested with less than twenty-four (24) hours notice will only be provided based on staff availability. Such services will be chargeable at the rates and terms defined for Project Management staff.

3.3 Full Time Observation: The Company strongly recommends that the Client retain the Company to provide its services on a full time basis. If the Client elects to retain the Company on less than a full time basis for any field services, the Client agrees to waive any rights to claim against the Company for any perceived or alleged omission in the quantity or quality of the Company's services.

**ARTICLE 4 – ENGINEERING SERVICES**

4.1 Right-of-Entry: The client will furnish right-of-entry to the site. All reasonable care will be taken to minimize damage, but restoration work after drilling, or repair of any incidental damage resulting from the Company's services, is not included unless specifically stated otherwise in the Agreement.

4.2 Surveying: Sampling locations may be located by the Company as shown on sampling layout sketches. This does not include surveying the site.

4.3 Sample Disposal: Soil, rock, water and/or other samples obtained from the project site are the property of the Client. Should any samples be contaminated by hazardous substances, it is the Client's responsibility to select and arrange for the lawful disposal of these samples. The Company and the Client agree that, at the Company's discretion, the Company may return all samples to the project site for proper disposal by the Client. Unless otherwise requested, asbestos samples will be disposed of by the accredited laboratory after they are analyzed. The Company shall hold samples for no longer than thirty (30) days after the issuance of a final report on the described services, unless other arrangements are mutually agreed upon in writing. Should the Client request the return of samples prior to disposal, the Company may at its sole discretion, hold such samples until fees for services are received in full.

4.4 Contaminated Equipment and Consumables: All laboratory and field equipment and consumables contaminated in performing services under this Agreement, which cannot be reasonably decontaminated, shall become the property and responsibility of the Client. All such equipment shall be delivered to the Client and treated in the same manner as indicated above. The Client agrees to pay the Company fair

market value of any such equipment which cannot reasonably be decontaminated and will be responsible for all other costs associated with the storage, transportation and disposal of such equipment.

4.5 Notification of Hazardous Materials: When hazardous materials are known, assumed, or suspected to exist at the project site, the Company is required to take appropriate precautions to protect the health and safety of the Company personnel, to comply with applicable laws and regulations, and to follow procedures that the Company deems prudent to minimize risks to the Company's employees and the public. The Client hereby warrants that, if the Client knows or has any reason to assume or suspect that hazardous materials may exist at the project site, the Client will notify the Company before entry onto the project site.

4.6 Unanticipated Hazardous Materials: Hazardous materials may exist where there is no reason to believe they could or should be present. The Company and the Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Scope of Work or termination of the Company's services. The Company agrees to notify the Client as soon as practically possible should unanticipated hazardous materials be encountered. The Client agrees to make any disclosures required by law to the appropriate governing agencies. The Client also agrees to defend and hold the Company harmless from any and all consequences of disclosures made by the Company which are required by governing law. In the event the project site is not owned by the Client, the Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of hazardous materials or suspected hazardous materials and to hold the Company harmless from any claim, liability, and/or defense costs created by the delay of the project and any costs associated with possible reduction of the property's value.

4.7 Cross Contamination: The Client understands that during subsurface exploration unforeseen circumstances may exist and/or be encountered. Such risks include unknown contaminated zones. Inherent in this risk is the possibility of cross contamination as a result of drilling through such a zone and entering another zone containing ground water or similar such condition. The Client understands that this risk cannot be eliminated and agrees to indemnify, defend and hold harmless the Company from all claims resulting from such cross-contamination.

4.8 Damage to Underground Objects: It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. The Company's field personnel are trained to recognize clearly identifiable stakes or markings in the field, and without special written instructions, to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. If the Company is cautioned, advised or given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, the Company will give special instructions to its field personnel. As evidenced by the Client's acceptance of this proposal, the Client agrees to indemnify, defend, and save harmless the Company from all claims, suits, losses, personal injuries, death and property liability resulting from subsurface conditions or damage to subsurface structures owned by the Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to the Company in writing, and to reimburse the Company for expenses in connection with any such claims or suits, including reasonable attorneys' fees.

4.9 Phase I Environmental Site Assessments: The Client understands that a Phase I Environmental Site Assessment (ESA) report renders a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the site at the time the services are conducted. Such assessments are limited in nature and opinions derived from them cannot provide absolute confirmation of the lack, or presence, of such conditions. The Client agrees to assume all risks associated with the limitations of this form of assessment. Should the Client require a reliance letter to be prepared, as the result of this Assessment, the Client acknowledges that an additional fee may be charged for such letter and that no party other than the Client shall rely on such letter, or the Company's pertinent report, without the Company's written explicit permission.

4.10 Code Consulting Services: Code Consulting services are defined as providing consultation and inspections relating to Building Code matters. The Company does not provide engineering design services related to Building Code Compliance, and any information provided as a result of code consulting or code inspections is done so with the understanding that the Client or any party indirectly or directly related to the Client will review all such information and obtain direction or professional advice and recommendation from their Design Professional of Record. The Client agrees to indemnify, defend and hold harmless the Company from all claims resulting from such services.

**ARTICLE 5 - OWNERSHIP OF DOCUMENTS**

5.1 Ownership: Reports, plans and other work prepared by the Company will remain the property of the Company until all fees for the Company's services have been paid in full, inclusive of contractually agreed collection costs and expenses. The Client agrees that all reports and other work furnished to the Client and its agents not paid for in full will be returned upon demand and will not be used for licensing, permits, design and/or construction. The Client further agrees that all fees for the Company's services will be paid in full prior to release of final reporting or final certification of work.

5.2 Reuse of Documents: All documents prepared by the Company pursuant to this Agreement are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the project or any other project. Any reuse without written verification or adaptation by the Company for the specific purposes intended will be at the Client's sole risk and without liability or legal exposure to the Company, and the Client shall indemnify, defend, and hold harmless the Company from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Company to further compensation at rates to be agreed upon by both parties.

5.3 Electronic Files: Files and/or reports transmitted in electronic media format are provided for convenience only. Use of these documents prior to the receipt of hard copies will be entirely at the risk of the receiving party. The hard copy shall govern over any discrepancy between the electronic files and the hard copies.

**ARTICLE 6 – STAFF**

6.1 Staff: The Client agrees that during the term of this Agreement and for a period of at least one (1) year thereafter, the Client will not hire, attempt to hire, subcontract or establish a working arrangement of any kind with the Company's personnel or employees.

6.2 Expert Witness Services: The Company's staff shall not be retained for expert witness services unless under a separate written agreement between the Client and the Company which includes the Company's normal rates and terms for such services.

**General Terms and Conditions****ARTICLE 7 - INSURANCE**

7.1 General Insurance: The Company's insurance coverage includes:

- a) Workers Compensation: is on a Statutory basis conforming to the State Laws in which the Company works and includes Employers Liability with limits of \$500,000/\$500,000/\$500,000 as well as the All States Endorsement;
- b) Commercial General Liability Insurance: written on an occurrence policy form with \$1,000,000 Per Occurrence and \$2,000,000 General Aggregate;
- c) Commercial Automobile Insurance: \$1,000,000 Combined Single limits for Bodily Injury and Property Damage liability;
- d) Commercial Umbrella Policy: \$5,000,000 Each Occurrence, \$5,000,000 General Aggregate limit.

A certificate of insurance can be supplied evidencing the above coverage limits. If additional coverage or increased limits of liability are required, the Company will endeavor to obtain this requested insurance and charge additionally for such costs, which the Client agrees to pay.

**ARTICLE 8 - INVOICES**

8.1 Submission and Payment of Invoices: The Client agrees that time is of the essence with respect to payment of services provided under this Agreement and that timely payment is a material part of the consideration of this Agreement. Payment is due upon receipt of our invoice. If payment is not received within thirty (30) days from the invoice date, the Client agrees to pay a finance charge on the principal amount of the cost of the past due account of 1.5% per month. The Client shall provide the Company with a clear written statement within fifteen (15) days after the invoice date of any questions with respect to the invoice. Failure to do so shall constitute acceptance of an invoice as submitted including the acceptance of any additional fees as may be claimed therein. Failure to make payment within thirty (30) days shall constitute a release of the Company from any and all claims the Client may have, whether known or unknown at that time.

8.2 Payment Obligation: The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, payment from other parties including Client's client, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which the Company is not involved, or upon the Client's successful completion of the project. It is understood by the Client that, where required, these General Conditions represent notice that the Company may file a lien whenever necessary to collect past due amounts. It is agreed that all expenses incurred by the Company in liening or collecting any delinquent amount, including but not limited to reasonable attorneys' fees at a rate of 33.5% or as may be dictated by law, collection fees, financial charges, witness personnel, document duplication, organization and storage costs, court costs, travel and subsistence, personnel-related costs, shall be paid to the Company in addition to the delinquent amount whether suit is filed or not. Any payments received through collection efforts will first be applied to secured interest and then to the unpaid principal amount. The Company may apply funds received from the Client to any outstanding fees on this or any other project on which the Company provided services to the Client. Payments of invoices shall not be subject to unilateral discounting or set offs by Client.

8.3 Payment: The Client agrees that payment of any invoice indicates the Client's acceptance of the terms of this Agreement and further acceptance of the services provided.

8.4 Payment Funds: The Client agrees that all funds owed to Client from anyone or received by Client, to the extent those funds result from the services provided by the Company, shall be held in trust for the benefit of the Company ("Trust Funds"). Client may commingle Trust Funds, but agrees it has no interest in Trust Funds held by anyone and to promptly account for and pay to the Company all Trust Funds.

8.5 Job Tickets: Unless specifically requested by the Client, the payment of the Company's invoices will not be dependent on the provision of job tickets at the time of services whether or not the Company's representative provides such tickets to the site staff.

8.6 Fees: The fees and terms included in this Agreement shall be valid for a period of 12 months following the date of ratification of this Agreement. Thereafter the rates and terms will be adjusted to that of the Company's current standard Schedule of Rates.

**ARTICLE 9 - TERMINATION**

9.1 Termination: This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. If this Agreement is terminated, the Company shall be paid for services performed to the termination date at the hourly rates and terms in the Schedule of Rates, plus termination expenses, plus any legal costs associated with recovery of these fees and expenses. Termination expenses include personnel and equipment rescheduling and reassignment adjustments and all other related costs attributable to termination.

9.2 Notice: All written notices required by this Agreement will be mailed to CTI District Services Inc., 6856 Eastern Avenue, NW, Suite 211, Washington, DC 20012.

9.3 No Waiver: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

**ARTICLE 10 - INDEMNIFICATION**

10.1 Limitation of Liability: The Client agrees to limit the Company's liability to Client and all third parties for all claims, losses, costs or damages resulting from or related to this Agreement or to this project to a total sum that shall not exceed the Company's total fee for the services rendered on this project. It is intended that this limitation will apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

10.2 Indemnification: To the fullest extent permitted by applicable law, the Client agrees to indemnify, defend, and hold the Company harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the negligent acts, errors or omissions of the Client and the Client's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) injury to or loss of value to tangible personal property; or (c) a breach of this Agreement, except to the extent such Damage is caused by the sole negligence or willful misconduct of the Company.

10.3 Additional Insured: The Client shall require that General Contractor and General Contractor's subcontractors include the Client and the Company as additional insureds under their general liability insurance policies, whose insurance protection shall be primary protection for the Client and the Company, and shall hold the Client and the Company harmless from claims, losses, and defense costs arising from the General Contractor's and General Contractor's subcontractors' performance of work, and negligence of contractors or subcontractors on any tier. If the Client fails to obtain such indemnifications from General Contractor and General Contractor's subcontractors, the Client agrees to indemnify, defend and hold harmless the Company from any and all claims brought by the General Contractor or General Contractor's subcontractors for any amounts the Company would not owe were such a limitation of liability in place.

10.4 Safety: The Client shall to the fullest extent permitted by law, comply with the Indemnification and Limitation of Liability clauses of this Agreement as a result of any claim or liability for injury or loss arising from the Company's alleged failure to notice a safety hazard of any kind or the Company taking direct and immediate action as a Good Samaritan to prevent or mitigate the effects of what the Company believes is a hazardous condition or an imminent accident.

10.5 Defects in Services: The Client and contractors shall inform the Company of any alleged defects in the Company's services in a timely manner such that the Company may have the opportunity to assess responsibility and as appropriate reduce associated consequences. Responsibility for defects will only be taken as a result of the sole actions of the Company or the Company's subconsultants. Modifications to the Company's reports at the request of the Client or following local government review will not be considered defects in services. Such modifications will be deemed additional services and compensated as such.

10.6 Liquidated Damages: The Company shall not be liable to any party for any liquidated damages due to any fault or failure to act, in part or in total by the Company, its employees, agents or subcontractors.

10.7 Claims for Damages: The Client agrees that all claims for Damages against the Company shall not name any affiliated entity including parent, peer or subsidiary entity or any individual officer, director or employee of the Company, unless such claims are based on acts unrelated to the provision of services under this Agreement. The Client further agrees that it will not seek Damages from any individual associated with the Company as an officer, principal, partner, employee, or owner, from any and all claims or liability for injury or loss that would require such individual to relinquish personal assets to satisfy such claim.

**ARTICLE 11 - RESPONSIBILITY OF SIGNATURE**

11.1 Responsibility of Signature: Client represents that the project described herein is being undertaken at the request and for the benefit of the Client, who is the principal and not an agent for a disclosed, partially disclosed or undisclosed principal. The Company enters into this Agreement, based on this representation and the further acknowledgment by the Client that they are solely and fully responsible for making the payments required therein.

11.2 Personal Guarantee: The person signing the Agreement, in addition to signing on behalf of the Client, agrees to personally guarantee payment of the monies due under the terms of this Agreement. This personal guarantee is a material inducement for the Company to enter into this Agreement and render the services required.

**ARTICLE 12 - SUCCESSORS AND ASSIGNS**

12.1 Assignments: The Client and the Company each bind themselves and their partners, successors, executors, administrators, assigns and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of each other party, in respect to all covenants, agreements and obligations of this Agreement. Neither the Client nor the Company shall assign, sublet or transfer any rights under or interest in (including both, without limitation, monies that may become due and/or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Company from employing such independent consultants, associates and subcontractors as they may deem appropriate to assist them in the performance of service hereunder.

**ARTICLE 13 - ENTIRE AGREEMENT**

13.1 Entire Agreement: This Agreement, including the Proposal Letter, the Scope of Work, the Schedule of Rates, these General Conditions, Fee Estimates, Basis of Fee Estimate, resumes, technical material, and any other addenda or attachments, represent the entire Agreement between the Company and the Client and supersedes all prior written or oral discussions, negotiations or agreements.

13.2 Acceptance: If the Client fails to provide the Company with a signed copy of this Agreement but subsequently orders services as a result of this document, the Client agrees to be fully bound by the terms and conditions within this Agreement as if signed by the Client.

13.3 No Third Party Beneficiaries: This Agreement is intended solely for the direct benefit of the parties hereto and does not create any rights or benefits for parties other than the Company and the Client.

**ARTICLE 14 - PROVISIONS SEVERABLE**

14.1 Provisions Severable: Should any article of the General Conditions be deemed unenforceable, it will be considered deleted leaving all remaining articles of the Agreement in place and enforceable.

**ARTICLE 15 - JURISDICTION AND VENUE**

15.1 Jurisdiction: Client and any guarantors of Client's account consent to jurisdiction in the District of Columbia. Venue will lie in a Court of Competent Jurisdiction in the District of Columbia, the locale of the Company's office, or the locale where the project is located, at the Company's election. Irrespective of where disputes may be adjudicated, Client's relationship with the Company will be governed by the law of District of Columbia.