



30 July 2003

Ms. Tara D. Lake
Capitol Projects Planner
Arlington County, Virginia Department of Public Works
#1 Courthouse Plaza, Suite 717
2100 Clarendon Boulevard
Arlington, Virginia 22201

RE: Arlington County, Virginia RFP no. 35-03
Columbia Pike BRT Stations
Scope of Services and Fee Proposal for Professional Design Services
Revised

Dear Ms. Lake:

We are pleased to submit this proposal for Professional Design Services for the Columbia Pike BRT Stations. The adjustments to our scope are in accordance with your direction, and were discussed in our 18 August 2003 meeting.

Our services will be provided as described in the attached Scope of Services and Fee Schedule dated 06 June 2003 and are subject to the "General Conditions to Letter of Agreement for Architects" attached as Exhibit A. We have also attached proposals from our consultants, where appropriate, for your review. Our total lump sum fees for labor are \$396,340.00. Our estimated reimbursable expenses are \$75,000.00. Additional services, should they be required, will be billed at the rates shown in the attached hourly rate schedule.

We trust this proposal will meet with your approval. We anticipate entering into a contract with mutually agreeable terms and conditions (similar to those of the AIA B141, Standard Form of Agreement Between Owner and Architect) sometime during Concept Design Phase. During the interim, this letter will serve as our agreement. Please indicate your acceptance by signing in the space below and returning one signed original to us.

We look forward to working with you on this exciting project.

Yours Truly,

Duncan R. B. Kirk, R. A.
Principal
Senior Project Manager
Hellmuth, Obata + Kassabaum

cc:
Suzette Goldstein
Steve Schukraft
Acct.

- Atlanta
- Berlin
- Brisbane
- Chicago
- Dallas
- Greenville, SC
- Hong Kong
- Houston
- Irvine, CA
- Kansas City
- London
- Los Angeles
- Mexico City
- New York
- Orlando
- Ottawa
- St. Louis
- San Francisco
- Seattle
- Tampa
- Tokyo
- Toronto
- Warsaw
- Washington, DC

Date

ARLINGTON COUNTY, VIRGINIA

COLUMBIA PIKE BUS STOPS

FEE SCHEDULE

30 July 2003

DISCIPLINE/CONSULTANT	TASK										TOTAL BY CONSULTANT
	CONCEPT DESIGN					SD, DD, CD			BID, CA		
	1	2	3	4	5	6	7	8	9	10	
	PROJECT INITIATION	SITE & PROGRAM ANALYSIS	PRELIMINARY CONCEPTS	ALTERNATIVES WORKSHOP	PRELIMINARY AND FINAL CONCEPTS	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BID	CONSTRUCTION ADMINISTRATION	
PLANNING/ LANDSCAPE (HOK)	2,480.00	10,740.00	16,300.00	5,040.00	14,200.00	15,440.00	14,820.00	23,920.00	1,920.00	7,640.00	\$112,500.00
ARCHITECTURE (HOK)	1,920.00	7,160.00	9,080.00	2,660.00	10,360.00	11,640.00	15,540.00	34,600.00	2,560.00	20,600.00	\$116,120.00
STRUCTURES (CAGLEY & ASSOCIATES)	0.00	0.00	0.00	0.00	2,000.00	4,000.00	5,000.00	9,000.00	0.00	4,000.00	\$24,000.00
MEP (GHT)	0.00	0.00	0.00	0.00	1,000.00	2,000.00	3,000.00	4,950.00	0.00	2,000.00	\$12,950.00
LIGHTING (MCLA)	0.00	0.00	2,000.00	0.00	2,000.00	1,000.00	2,000.00	4,000.00	0.00	1,000.00	\$12,000.00
ART CONSULTING (FRANCOISE YOLAHAM)	0.00	2,500.00	2,000.00	500.00	2,000.00	500.00	0.00	0.00	0.00	0.00	\$7,500.00
ARTIST (ALLOWANCE) (TBD/ CONSULTING SERVICES/ ART NIC)	0.00	0.00	3,000.00	1,000.00	3,000.00	2,000.00	2,000.00	2,000.00	0.00	0.00	\$13,000.00
GRAPHIC DESIGN (HOK)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
COST (CCI)	0.00	0.00	0.00	0.00	12,450.00	17,370.00	12,400.00	6,750.00	0.00	0.00	\$48,970.00
SUBTOTAL BY PHASE	\$4,400.00	\$20,400.00	\$32,380.00	\$9,200.00	\$47,010.00	\$53,950.00	\$54,760.00	\$85,220.00	\$4,480.00	\$35,240.00	\$347,040.00
CIVIL ENGINEERING (VIKA)			\$16,700.00				\$24,900.00		\$7,700.00		\$49,300.00
GRAND TOTAL BASIC SERVICES			\$130,090.00				\$218,830.00		\$47,420.00		\$396,340.00
ESTIMATED REIMBURSABLE EXPENSES			\$40,000.00				\$28,000.00		\$7,000.00		\$75,000.00
OPTIONAL CIVIL SERVICES							69,400.00				69,400.00



SCOPE OF SERVICES (HOK)

Columbia Pike BRT Stations

Revised 07.30.03

Introduction

HOK is pleased to submit our proposed Draft Scope of Services. The Scope is based on the Arlington County, Virginia Request for Proposal Number 35-03, and our subsequent meetings and discussions with County staff. The Scope of Services is organized in four sections:

- Project Descriptions;
- Consultant Team;
- Work Plan; and
- Fee Schedule

Project Description

The project will result in the development of detailed design plans and construction documents for bus stations at 7 intersections along Columbia Pike. Each of the seven intersections will have one stop in each direction for a total of 14 stops with shelters and related site improvements. The stops, described as Key Stations in the report titled *A Strategic Plan for Columbia Pike Bus Service Development*, are to be located at the following cross streets: 1) Dinwiddie/Columbus; 2) Buchanan; 3) George Mason Drive; 4) Glebe/Monroe; 5) Walter Reed Drive; 6) Barton; and 7) Courthouse.

The proposal assumes the design intervention for each of the 14 stop locations will affect conditions in an area measuring 25' by 100' plus a concrete bus pad in the adjacent roadway. Within the 25' by 100' area we will design the standard elements for the stops, including the shelters, landscape and hardscape areas, public art, curb-and-gutter, and adjacent concrete bus pads using design specifications and details provided by the County. As described in the RFP, the standardized elements to be designed include architecturally significant 10' by 20' shelter structures, paved areas for boarding and alighting, clear curb and stop area, seating, coordinated streetscape, graphic communications (signage), bus route and schedule information, and transfer instructions. Trash receptacles and vendor boxes will be accommodated with other enhancements including but not limited to: 1) lighting; 2) passenger information display system (cell, PDA, web formats); 3) area maps and information; 4) stop request call light; 5) advertising panels; 6) security call boxes; 7) radiant heaters; and 9) ticket vending machines. The proposal assumes that many of the common elements and equipment—passenger information displays, security call boxes, call lights, heaters, ticket vending equipment, trash receptacles, and site (not shelter) lighting standards—



will be purchased directly from manufacturers rather than custom designed and fabricated for the project.

A project logo, project color palette and standard typestyles will be provided by Arlington County's "LIVERY". The project graphics will be developed based on this information. Graphics for face panels of ticket vending machines and newspaper vending machines is included and will be developed with design input from the "LIVERY" consultant. HOK will develop artwork for 7 unique area maps (one for each pair of stops) based on bus route, schedule and neighborhood information provided by the County in electronic format. One standard temporary construction sign is to be developed for use on any and all construction barricades used around each stop while under construction.

The scope of services assumes that one (1) prototypical design for the shelters will be developed and that this design will be adapted to address site constraints at the individual shelter locations. We assume that foundation loads will be minimal, and that soils information, if required will be available from adjacent roadway projects, so we have not included services of a geotechnical engineer in our proposal.

For this proposal, we have assumed that the Department of Public Works will assign a single point of contact to manage the effort. In addition, the consultant team intends to work with DPW to ensure coordination with on-going planning efforts of the County such as the Public Art Master Plan and the Columbia Pike Street Space Planning Task Force. The work plans also calls for coordination meetings with representatives of the Columbia Pike Revitalization Organization, VDOT, WMATA, neighborhood civic associations, and property and business owners. Information regarding the sequence and number of coordination is included in the work plan.

Construction documents will be completed using the Arlington County Standard Sheet/Format. The team will design in accordance all necessary standards and specifications provided by the County.

Consultant Team

The design team will be lead by HOK. HOK will provide planning, landscape architectural, architectural and graphic design services. We will be supported by civil engineering by VIKA, structural engineering by Cagley & Associates, MEP engineering by GHT, LTD, lighting design by MCLA, cost estimating by CCI and art consulting by Françoise Yohalem. An artist will be selected at a future date. Fee proposals and/or scopes of work for VIKA, Cagley, GHT and MCLA are attached herewith.

Work Plan



The work plan outlines the scope and sequence for technical analyses, design work, engagement activities, coordination efforts, and cost estimating. Additional information regarding the regarding technical analyses, engineering, and design to be conducted by VIKA is provided as attachments. Work to be conducted by other subconsultants is addressed in the work plan.

Task 1. Project Initiation

HOK Team members will meet with staff to review the work plan and deliverables, review team and staff roles and responsibilities, identify information needs (including relevant plans, studies, standards and specifications), discuss the sequence of engagement activities, and finalize the project schedule.

Task 2. Site & Program Analysis

2.1 Team/Staff Work Sessions (2). In the first of two follow-up meetings, the team will meet with DPW staff to clarify programmatic requirements and design (civil, architectural, graphic, and site) standards and specifications for the stations. One of the meetings will be held with PRCR's Public Art Projects Curator and WMATA's Arts in Transit Manager to introduce the team and approach.

2.2 Design Programs, Standards, and Specifications. The team will prepare a brief memorandum defining the design program for the stations. (HOK). The memorandum will include documentation of existing design standards and specifications provided by the County. (HOK & VIKA)

2.3 Site Analysis. The team will prepare surveys of existing conditions for selected station sites including locations of underground utilities, easements, and right-of-way/property boundaries as described in the attached scope by VIKA. (VIKA)

The team also will prepare maps documenting existing site conditions and improvement opportunities, as well as presentation boards showing unique and interesting design details, treatments, and features along the corridor. This exercise also will result in the preliminary definition of thematic subdistricts along the Pike.

2.4 Preliminary Arts Integration Strategy. The team's arts consultant will meet with PRCR, CAD staff to review public art policies and programs of the County and review plans addressing conditions along the Pike. Following the meeting and review of relevant studies and materials, the team's arts consultant will prepare a memorandum identifying arts integration opportunities and preliminary recommendations regarding artist selection processes.



Task 3. Preliminary Design Alternatives

3.1 Program Clarification. Following initial analyses and meetings with staff, team members will prepare a brief memorandum addressing the following:

- stakeholder issues and ideas;
- program refinements;
- arts integration opportunities; and

The team will review the memorandum and seek guidance from staff regarding fiscal constraints and preliminary budget allocations.

3.2 Final Arts Integration Strategy & Artist(s) Selection. The team will work with staff including the PRCR, CAD staff to finalize the arts integration strategy and artist selection criteria. The team will recommend a short list of three artist candidates. Short listed artists will be selected based upon their expertise with similar types of public art projects. The short listed artist will be presented by the art consultant to DPW and PRCR, CAD staff.

(The Scope of Services assumes a single artist selection process can be used to select artists for this and the related design process for Clarendon and Crystal City.)

3.3 Prototype Alternatives. With the artist on-board, the team will prepare up to three alternatives for the design of a prototypical station. For each prototype, concept sketches will show site and shelter designs, public art, and signage and graphic concepts.

Task 4 Alternatives Workshop

4.1 Workshop Preparation. The team will prepare presentation material and annotated agendas for a public workshop to introduce the project and present design concepts. Team members will advise staff on logistics and outreach/communication strategies.

4.2 Workshop Facilitation. In a second, large-scale public workshop, the team will review programmatic and design requirements, arts opportunities, and budget constraints, and present the alternatives.

4.3 Workshop Follow-Up. Following the workshop, the team will meet with staff to identify station design, public art, signage concepts, and customization preferences.

Task 5. Preliminary and Final Concept

5.1 Preliminary Plan Development. Pursuant to staff's direction, the team will prepare a preliminary concept plan for a prototypical station and up to three custom treatments adapted to address site conditions at specific stops. The concept plan and custom



treatments will be represented in plan, elevation, and section, and include proposals for arts integration.

5.2 Preliminary Estimate of Costs. The team will prepare "order-of-magnitude" estimates of costs for the preliminary concept plan for the prototypical station and the custom treatments.

5.4 Coordination Meeting. The team will meet with DPW staff and the PRCR's Public Art Projects Curator to get preliminary feedback on the designs.

5.5 Revisions. Based on staff's direction following the review of preliminary cost estimates, the team will revise the preliminary concept plans and prepare for their presentation to stakeholders and the general public.

5.6 Preliminary Concept Workshop. The team will assist staff in the planning and facilitation of an evening public workshop or open house during which the team will "pin-up" the preliminary concept design and custom treatments. The workshop will be designed to engage representatives of civic associations bordering the Pike as well as property and business owners. During the workshop, team members and staff will present the preliminary concept design and facilitate discussion regarding refinements and revisions.

5.7 Final Concept Plan. Pursuant to staff's direction following the workshop, the team will prepare a final concept design.. The concept will be presented in plan and elevation, as well as color rendered illustrations (two views of the prototypical design and one each of up to three custom treatments).

Task 6. Schematic Design

6.1 Based on the final staff comments regarding the concept plan, and the approved schedule and preliminary estimate of construction costs, HOK will prepare for the approval of the County, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

6.2 HOK's cost consultant will update the Preliminary Estimate of Construction Costs.

6.3 The Schematic Design Documents and cost estimate will be the basis of further submissions to the County for internal review and approvals and coordination with VDOT. HOK will participate in one, one and one-half hour meeting with County and VDOT staff. In addition, HOK will participate in one meeting or briefing with community groups or stakeholder groups to review the Schematic Design plans.

Task 7. Design Development



7.1 Based on the approved Schematic Design Documents and any adjustments authorized by the County in the project scope, schedule or construction budget, HOK shall prepare and submit for approval by the County, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems, material and such other elements as may be appropriate. HOK will participate in one, one and one-half hour meeting with County staff to review the Design Development Documents.

7.2 HOK's cost consultant will make the appropriate adjustments to the preliminary estimate of Construction Cost.

Task 8. Construction Documents

8.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the County, the HOK shall prepare, for approval by the County, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

8.2 HOK includes two submissions of Construction Documents, a 65% Submission and Bid Documents. A new Estimate of Probable Construction Cost prepared by HOK's cost consultant will accompany the 65% submission. HOK will be available to participate in one, one and one-half hour meeting with the County to review the Construction Documents.

8.3 HOK shall assist the County in their preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

8.4 HOK's cost estimator shall advise the County of adjustments to previous Estimates of Construction Cost suggested by changes in requirements or general market conditions.

8.5 HOK shall assist the County in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project.

Task 9. Bidding or Negotiating

9.1 HOK, following the County's approval of the Construction Documents and of the latest Preliminary Estimate of Construction Cost, shall assist the County in obtaining bids or negotiated proposals and will respond to bid questions.



Task 10. Construction Phase—Administration of the Construction Contract

10.1 HOK shall provide Construction Administration Services commencing with the award of the Contract for Construction and terminating at the earlier of the issuance to the Owner of the final Certificate for Payment or 45 days after the date of Substantial Completion of the Work.

10.2 HOK shall be a representative of and shall advise and consult with the County during construction until final payment to the contractor is due.

10.3 HOK shall visit the site at intervals appropriate to the stage of construction (but not more than monthly on average), to become generally familiar with the progress and quality of the Work completed and to determine if the Work is being performed in a manner such that, when completed, it will be in accordance with the Contract Documents.

10.4 Based on HOK's observations and evaluations of the Contractor's Applications for Payment, the HOK shall review and certify the amounts due the Contractor.

10.5 HOK shall have authority to reject Work that does not conform to the Contract Documents.

10.6 HOK shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples (but only for the limited purpose of checking for conformance with the design intent expressed in the Contract Documents). HOK will be compensated by the County as Additional Services for review of Shop Drawings submitted by Contractor more than twice.

10.7 HOK shall review and approve Change Orders prepared by Contractor. HOK shall prepare Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect for the County's approval and execution, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time if consistent with the intent of the Contract Documents.

10.8 HOK shall conduct inspections to determine the date of Substantial Completion and the date of Final completion..

10.9 HOK shall interpret and decide matters concerning performance of the County and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor.

Qualifications and Exclusions:



The stops, including the design for shelters, signage, hardscapes and softscapes, and other features, will not be designed to accommodate future changes required to accommodate LRT or BRT service.

Graphics documentation will be on Arlington County standard sheet/titleblocks, but will not be produced in AutoCAD format. Documentation will be provided in Adobe Illustrator v10 files, saved in PDF, AI or EPS formats.

HOK will organize, schedule and document meetings between the County and the consultant team. All other meetings will be organized, scheduled and documented by the County.

All work will be completed by the end of 2004. Fees for services not completed by 2004 will be equitably adjusted.

The proposal assumes the Clarendon Canopy, Crystal City Canopy, and Columbia Pike Bus Station design processes will run concurrently.

Additional services, should they be required, will be billed at our standard hourly rates, which are based on a multiple of 2.5x direct personnel expense. Hourly rates for HOK staff are provided as an attachment.

Basic services are complete at Final Payment, or 30 days after Substantial Completion, whichever comes first.

HOK/WDC
2003 Hourly Billing Rates
(rates are adjusted annually in January)

Architecture:	DPE x 2.5
Principal	\$ 225
Senior Project Manager	\$ 166
Specifications Writer	\$ 149
Construction Administrator	\$ 137
Senior Project Architect	\$ 134
Senior Project Designer	\$ 126
Project Architect	\$ 111
Designer	\$ 103
Architectural Specialist	\$ 101
Architect	\$ 101
Senior Design Technician	\$ 91
Senior Architectural Tech	\$ 89
Architectural Technician	\$ 70
Design Technician	\$ 69
Construction Admin. Technician	\$ 69

Interiors:	
Director of Interior Design	\$ 219
Director of Interiors	\$ 168
Project Director	\$ 161
Project Manager	\$ 137
Senior Interiors Architect	\$ 128
Senior Interiors Designer	\$ 111
Sr. Interior Arch. Tech.	\$ 84
Sr. Interior Design Tech.	\$ 84
Interiors Technician	\$ 68

Planning:	
Landscape Architectural Tech.	\$ 68
Landscape Architect	\$ 98
Senior Landscape Architect	\$ 154
Planner	\$ 154

Graphics:	
Graphic Designer Technician	\$ 63
Director of Graphic Design	\$ 142

Exhibit A

**GENERAL CONDITIONS TO LETTER OF AGREEMENT
FOR ARCHITECTS**

1. **PAYMENTS** are payable to the Architect within thirty (30) days from the date of invoice. Invoices are sent out every month and the client will have ten (10) days from receipt of the invoice in which to review the invoice for accuracy. After ten (10) working days from receipt of the invoice, said invoice will be deemed accurate.

2. **SUSPENSION OF WORK.** If any invoice is outstanding for more than thirty (30) days from the date due, the Architect shall have the right, in addition to any and all other rights provided, to refuse to render further services to the Owner and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the Architect under this Agreement is contingent upon payment of fees by the Owner.

3. **LEGAL COSTS.** The Owner shall reimburse the Architect for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.

4. **NO DEDUCTION** shall be made from the Architect's compensation on account of claims of negligent errors or omissions in performance of professional services by the Architect, except pursuant to a judicial award or an award rendered in a proceeding in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining.

5. **DIRECT PERSONNEL EXPENSE** is defined as the direct salary of all the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

6. **REIMBURSABLE EXPENSES.** Transportation, lodging, and meals in connection with travel; long distance

telephone calls, courier services and facsimile communications, telex, postage and delivery charges; computer time charges for CADD operations; reproduction costs; expense for data processing; photographic production techniques; expense of renderings, models and mock-ups requested by the Owner; and automobile travel. All payments to be made by the Owner under this Agreement shall be increased by the addition of applicable Sales and Use Taxes, if any. All Reimbursable Expenses shall be invoiced at cost. Mileage charges for automobiles shall be at the prevailing rate established by the I.R.S. Renderings, graphics and models prepared by outside sources will be reimbursed at actual cost plus a 10% markup to cover coordination and administrative expenses.

7. **SPECIAL CONSULTANTS** or Subcontractors are those who provide services other than those provided by customary consultants as defined in AIA Documents B141, Standard Form of Agreement Between Owner and Architect. If it is requested that the Architect retain any Special Consultants or Subcontractors on the Owner's behalf, their charges will also be subject to a 10% markup. Invoicing and payment shall be the same as in Item 1 above.

8. **SEPARATE CONSULTANTS.** If a firm or firms are separately engaged by the Owner to work under the general direction of the Architect, the Architect shall have no responsibility or liability for the performance or technical sufficiency of the services of such separately engaged firms.

9. **OWNERSHIP AND USE OF DOCUMENTS.** Drawings, Schedules and Specifications as instruments of services are and shall remain the sole and exclusive property of the Architect whether the Project for which they are prepared is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings, Schedules and Specifications for information and reference in connection with the Owner's use and occupancy of the Project; provided,

Exhibit A

however, that the Architect shall retain any and all copyright privileges in and to such Drawings, Schedules and Specifications. The Drawings, Schedules and Specifications shall not be used by the Owner on other projects, for additions to this Project, or (provided the Architect is not in default under this Agreement) for completion of this Project by others, or published in any manner whatsoever, except by prior agreement of the Architect in writing and with appropriate compensation to the Architect.

10. DISPUTE RESOLUTION/ARBITRATION.

Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to voluntary, nonbinding mediation to be conducted by a mutually acceptable mediator prior to resorting to litigation or arbitration.

Provided they do not exceed a cumulative total of \$75,000 during the term of this Agreement, all claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, which are not resolved as the result of the non-binding mediation process, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise.

Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand 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 arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

No arbitration, arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this

Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the Engineer and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any disputes not described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance within applicable law in any court having jurisdiction.

11. ESTIMATES. As the Architect has no control over construction costs or contractor's prices, any construction cost estimates are made on the basis of the Architect's experience and judgment as a design professional; but it cannot and does not warrant or guarantee that contractor's proposals, bids or costs will not vary from its estimates.

12. OWNER'S RESPONSIBILITIES. The Owner shall furnish such legal, accounting, and insurance counseling services as may be required for the Project and shall provide the Architect with all existing information relating to the Project which the Architect may request, including surveys, soils investigations, and program data. If the Owner becomes aware of any fault or defect in the Project or the Architect's services, he shall promptly notify the Architect. The Owner shall furnish required information or services as expeditiously as necessary for the orderly performance of the work.

13. ARCHITECT'S ROLE DURING CONSTRUCTION. If this Agreement provides for any construction phase services by the Architect, it is understood that the contractor, not the Architect, is responsible for construction of the Project, and that the Architect is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier, for safety programs or enforcement, or for construction means,

Exhibit A

methods, techniques, sequences and procedures employed by the contractor.

14. MISCELLANEOUS. Neither party may assign its interest in this Agreement to any other person without the express written consent of the other party. This Agreement constitutes the complete and sole agreement between the parties with respect to the Project, and may be amended only by a written document signed by both parties, and shall be governed by the laws of the State where the Architect is performing the work for this contract.

HOK
 The Canal House
 3223 Grace Street
 Washington, DC 20007-3614
 Attn : Duncan Kirk

Revised 7/25/2003

Ref : Arlington County Projects (Custom Canopies).
 HOK - DK Reference Your Email Dated 5/22/2003 @ 9:43:11 AM.
 Arlington County, Virginia - DOPW, letter dated May 14, 2003, proposed SOW.
 Clarendon & Crystal City Metro Canopies / Columbia Pike BRT Stations

Subject : Custom Canopy Bid Package - Arlington County - Columbia Pike BRT Stations.

From Construction Consultants, Inc.

As per your request, we hereby Submit a FEE Proposal for Cost Estimating Services,
 for the Columbia Pike BRT Stations, as follows :

Concept Design Submission - Cost Estimate for Columbia Pike Sites (14 Locations with 14 Bus Shelters).

Item	Discipline	Hours	Rate	Total	Fee Proposal
1	Project Manager	8	\$ 95.31	\$ 762.48	
2	Senior Cost Consultant	84	\$ 88.48	\$ 7,432.32	
3	Mechanical	24	\$ 88.48	\$ 2,123.52	
4	Electrical	24	\$ 88.48	\$ 2,123.52	
	<i>Total Estimate</i>	140		\$12,441.84	\$12,441.84

Schematic Design Submission - Cost Estimate for Columbia Pike Sites (14 Locations with 28 Bus Shelters).

Item	Discipline	Hours	Rate	Total	Fee Proposal
1	Project Manager	4	\$ 95.31	\$ 381.24	
2	Senior Cost Consultant	112	\$ 88.48	\$ 9,909.76	
3	Mechanical	40	\$ 88.48	\$ 3,539.20	
4	Electrical	40	\$ 88.48	\$ 3,539.20	
	<i>Total Estimate</i>	196		\$17,369.40	\$17,369.40

Design Development Submission - Cost Estimate for Columbia Pike Sites (14 Locations with 28 Bus Shelters).

Item	Discipline	Hours	Rate	Total	Fee Proposal
1	Project Manager	4	\$ 95.31	\$ 381.24	
2	Senior Cost Consultant	56	\$ 88.48	\$ 4,954.88	
3	Mechanical	40	\$ 88.48	\$ 3,539.20	
4	Electrical	40	\$ 88.48	\$ 3,539.20	
	<i>Total Estimate</i>	140		\$12,414.52	\$12,414.52

Final Construction Document Design Submission - Cost Estimate for Columbia Pike Sites (14 Locations with 28 Bus Shelters).

Item	Discipline	Hours	Rate	Total	Fee Proposal
1	Project Manager	4	\$ 95.31	\$ 381.24	
2	Senior Cost Consultant	40	\$ 88.48	\$ 3,539.20	
3	Mechanical	16	\$ 88.48	\$ 1,415.68	
4	Electrical	16	\$ 88.48	\$ 1,415.68	
	<i>Total Estimate</i>	76		\$6,751.80	\$6,751.80

Columbia Pike BRT Stations - LEED Budget

Arlington County, Virginia - DOPW, letter dated May 14, 2003, proposed SOW.

Task 2 - Site & Program Analysis

Paragraph 2.6 Preliminary LEED Achievement Opportunities.

Task 6 - Preliminary and Final Concepts (Paragraphs 6.1, 6.2 and 6.3).

Item	Discipline	Hours	Rate	Total	Fee Proposal
	Allocation - LEED Ratings Effort				
1	Project Manager	0	\$ 95.31	\$ -	
2	Senior Cost Consultant	0	\$ 88.48	\$ -	
3	Mechanical	0	\$ 88.48	\$ -	
4	Electrical	0	\$ 88.48	\$ -	
	<i>Total Estimate</i>	0		\$0.00	Excluded
					Addt'l \$0.00

Total Fee Proposal for Project for Columbia Pike BRT Stations

\$48,977.56

Receipt *Reference your Email Dated 5/22/2203 9.43:11 AM.*
Fee Proposal Exclusions - Workshops, Meetings and Artist Estimates and LEED Opportunities.
Note - Artist Estimates will be prepared by ARTIST.....for Arts Integration, if required.

Thanks for Considering CCI,

Bob Noland, Principal

cc: file jeff schuette (cci rates 2003)



1623 WISCONSIN AVENUE, NW 202.298.8062 TEL
THIRD FLOOR 202.298.8079 FAX
WASHINGTON, DC 20007 www.mcla-inc.com

24 July 2003

HOK
3223 Grace Street
Washington DC 20007

Attn: Mr. Duncan Kirk

Re: Clarendon & Crystal City Metro Canopies/Columbia Pike BRT Stations
Lighting Design Services

Dear Mr. Kirk:

Based on the RFP, I am pleased to propose lighting design and consulting services for the Clarendon & Crystal City Metro Canopies/Columbia Pike BRT Stations as follows:

Scope of Work

The areas of the project covered by this proposal include the following parts as described in the HOK draft work plan:

- Part I- Metro Canopy at the Clarendon Metro Station
- Part II- Metro Canopy at the Crystal City Metro Station
- Part III- Columbia Pike LRT/street Car Transit Initiative

Scope of Services

We anticipate a similar scope of services for each of the three projects. Each project will be scheduled and managed independently from the other projects. The description of our services will be performed as described below for each of the projects.

Site Program and Analysis

MCLA will assist in the preparation of the design standards we intend on following for our design solutions. These standards will address the illuminance levels, light sources, conceptual fixture mounting descriptions, such as conceptual fixture locations, energy efficiency, light trespass, glare, maintenance and security. MCLA can provide input for the team regarding how the lighting standards will fulfill LEED and WMATA requirements.

MCLA will survey the sites for existing illuminance levels, light sources, glare and security. We expect that the surveys and maps of existing site conditions, fixture locations, power requirements will be provided by the engineer and civil team members.

Workshops

MCLA will review and comment on the reports prepared by HOK that will serve as the criteria to be implemented in our design concepts. Preliminary reports will include art lighting concepts, illuminance calculations to study light trespass, illuminance levels, energy efficiency and glare. We will not attend workshops or prepare presentation materials for them.

Preliminary and Final Concepts

Following the workshops, we will review the requests and responses by the workshop attendees. MCLA will meet with the design team to prepare two preliminary concepts for the lighting of a prototypical station. MCLA will review revised preliminary concepts and review and comment on the concerns generated from the stakeholders and public.

Schematic Design

We will refine the design and prepare the following:

1. Preliminary concepts in narrative or sketch form, indicating the location and type of primary light fixtures in our scope areas for three design alternatives
2. Preliminary fixture cuts
3. Preliminary illuminance calculations of all our scope areas
4. Preliminary cost estimate of fixture selections based upon manufacturer representatives estimates for the selected concept

Design Development

MCLA will update the schematic design package based on staff direction and provide the following:

1. Preliminary lighting layers in CAD 2000, indicating the location and type of all light fixtures in our scope areas
2. Preliminary illuminance calculations of all our scope areas
3. Preliminary light fixture schedule of one manufacturer and two alternate manufacturers
4. Preliminary fixture cuts and mounting diagrams of proposed fixtures
5. Coordination of our work with other team consultants
6. Preliminary cost estimate of fixture selections based upon manufacturer representatives estimates for the selected concept

Construction Documentation

Based on the design review, we will submit the following materials for use by the design team in preparing the Construction Documentation set:

1. Lighting layers at 65% and Bid Documents submission on CAD 2000 showing the location and type of all light fixtures in our scope areas
2. Light fixture schedule listing one manufacturer, catalog number and lamp specification
3. Two alternate manufacturers for each fixture selection
4. Lighting fixture catalog sheets with associated details from manufacturer catalogs
5. Detail sketches for special mounting conditions
6. Six hours of meetings with design team for coordination
7. Revised cost estimate of fixture selections based upon manufacturer representatives estimates

Mr. Duncan Kirk
24 July 2003
Page 3

Construction Administration

MCLA will provide the following services during construction:

1. Review lighting equipment submittals for our scope areas of MCLA specified fixtures .
2. Respond to all Requests For Information from the field
3. (2) Two hour site visits to check power and lighting locations, lighting mounting details
4. (1) Four hour site visit to prepare punch list of outstanding items for your use

Exclusions

These items are excluded from this proposal:

1. Custom fixture design and documentation
2. Specification and documentation of lighting controls
3. Demonstrations and tours of similar properties, mock ups of lighting effects
4. Researching or reviewing contractor recommendations of fixture alternates, meetings with contractor for fixture substitutions
5. Computer rendering of lighting effects
6. Meetings with contractor for value engineering, meetings with WMATA, County boards, commissions, community groups, workshops
7. Bidding and Negotiations
8. Assistance with LEED certification

Compensation

These fees are based on the three projects being designed and documented consecutively. Our fee is based on MCLA finishing the scope described above by the end of 2004. If the project schedule extends beyond this date, we will prepare escalation fees for our continued involvement. MCLA will provide the above outlined services on a fixed fee basis plus reimbursable expenses, broken down as follows for each project:

Part I	Metro Canopy at the Clarendon Metro Station	\$12,000.00
Part II	Metro Canopy at the Crystal City Metro Station	\$12,000.00
Part III	Columbia Pike LRT/Street Car Transit Initiative	\$12,000.00

Please refer to the attached Standard Terms and Conditions for other information. If this proposal is acceptable to you, please sign below where indicated and return one copy to me. This proposal is valid for 30 days from proposal date. We are looking forward to working with you on an interesting project.

Sincerely,
For MCLA, Inc.



Maureen J. Moran, IALD, IESNA, LC
Principal

Accepted: _____ Date: _____

Standard Terms and Conditions - MCLA, Inc.

Compensation

A. Fee Billing

The total fee billing shall be as stated in the accompanying proposal. Invoices will be issued as a percentage of each phase and will be due in full in 30 days from invoice date. Invoices unpaid after 30 days will be considered delinquent, and delinquency may be cause for MCLA to stop work. On projects for which MCLA is billing on a fixed fee basis, each month's invoice will be for the percentage completion amount of the current project phase.

Principal	\$160/hour
Senior Designer	\$125/hour
Associate Designer	\$105/hour
Production Assistant	\$90/hour

This signed proposal or other executed contract is an agreement between the signatory (the client) and Maureen J. Moran for MCLA, Inc. to provide lighting design services in exchange for compensation as stated in the proposal. The client is thereby obligated to make payment to MCLA, Inc. per these terms and conditions whether or not the client has been reimbursed or not. In the event that collection of the indebtedness is necessary, as determined solely in the judgment of Maureen J. Moran, the client agrees to pay all costs of collection including reasonable attorney's fees.

The proposed fee shall be held good for 30 days from date of proposal. MCLA, Inc. reserves the right to submit a revised proposal after 30 days.

B. Reimbursable Expenses

In addition to fee, MCLA, Inc. will be reimbursed for the following expenses incurred directly for the stated project.

Blueprinting/Large Size Reprographics

Faxes @ \$.20/ 8-1/2 x 11 Photocopies @ \$.15/ 11x17 Photocopies @ \$.20

17x22 Photocopies @\$.50/Color Copies @\$1.25

Long Distance Telephone Calls

Couriers

Freight or Shipping Charges Related to the Project

Fixture Samples/Supplies Specific to the Project/Mock-up or Model Materials

Travel (Transportation, Lodging, Meals, Taxis, Parking, etc.) Automobile travel to locations more than 10 miles beyond the Capitol Beltway will be billed at the current IRS mileage allowance rate, which is presently \$.365/mile.

International air travel will be business class.

Additional Services

Services requested of MCLA, Inc. that are outside of the Scope of Work or Scope of Services will be invoiced at the same hourly rates as listed above. A written estimate of the fee involvement for any such requested additional services must be submitted in advance for approval before beginning any work. Fee and reimbursable expenses for additional services will be invoiced separately from the basic services agreement. Please note that the proposal lists or describes specific services to be performed in a specific order. Repeating services after completion of a particular service will be considered an additional service, assuming that the repetition is not due to our own errors of omission or commission. Also, if the contractor cost for the installed lighting design meets the pre-established budget, MCLA, Inc. will provide value engineering as an additional service. If the contractor cost for the installed lighting design exceeds the pre-established budget, MCLA, Inc. will provide value engineering at our own cost. Other examples of additional services include, but are not limited to, expediting equipment delivery; exit signage and general emergency lighting; written reports, studies, surveys, calculations, specifications, or other documents, etc. not specifically mentioned in the Scope of Services; out of town travel not specifically mentioned in the Scope of Services; models or mock-ups not specifically mentioned in the proposal; attending meetings with government agencies or review boards not specifically mentioned in the proposal; aiming lights and programming lighting control systems at project completion; change of project scope.

Insurance

MCLA, Inc. carries a \$1,000,000 business insurance policy, as well as worker's compensation. Certificates of insurance are available upon request. The client agrees to indemnify and hold harmless Maureen J. Moran and MCLA, Inc. from and against any loss or damage of whatsoever kind or nature, including attorney's fees and court costs, which MCLA, Inc. may incur or for which MCLA, Inc. be held responsible arising or growing out of the furnishing of lighting design services to the client.

Ownership

MCLA, Inc. is a corporation owned by Maureen J. Moran. Our Federal Identification Number (FEIN) number is 52-2001796. This number should appear on all tax related documents.

Light Fixtures & Equipment

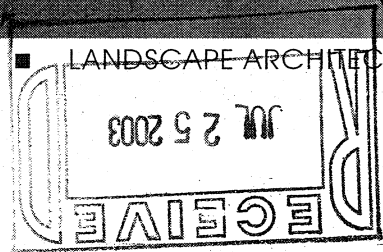
MCLA, Inc. is not in the business of selling, supplying or installing light fixtures or associated equipment. If, in the course of this project, MCLA, Inc. agrees to supply any kind of lighting equipment for installation in the project (not samples), the client and project owner shall agree and understand that MCLA, Inc. does so without providing any guarantee or warranty of any kind for the equipment, and that MCLA, Inc. will not service such equipment in event of a problem of any kind.

Termination

Either party to this agreement may terminate the agreement with or without cause with seven (7) calendar days written notice. The client agrees to pay consulting fees and reimbursable expenses to MCLA, Inc. for services completed through the date of the termination notice.



July 22, 2003



VIA Facsimile & Mail
(202) 339-8800

Ms. Suzette Goldstein
HOK Planning Group
Canal House
3223 Grace Street NW
Washington, DC 20007

**Re: *Arlington Metro Transit Stations
Columbia Pike Bus Stops (14)
Surveying & Engineering
Arlington County, Virginia
Proposal #3688R.01***

Dear Suzette:

Based on your request and the RFP scope of services you emailed me on April 1, 2003, we have prepared this proposal to provide professional surveying and engineering services for the development of three phases of work in Arlington associated with the Metro Station and bus station upgrades. Listed below is our proposed Scope of Services for the development of the surveying and civil engineering construction drawings for this project. The content of the Scope of Services below was derived from our discussions, experience and the RFP.

The following is assumed:

1. Minor street frontage improvements will be designed and constructed as part of these plans. They may include curb work and concrete bus lanes.
2. The topographic survey for each bus stop (14 total) will be approximately 5,000 sq. ft. each. This survey will be updated with detailed supplemental information required to prepare the final construction documents. Your office or the owner will furnish VIKA, Inc. a title report, if required.
3. A detailed 1/16" landscape plan/urban plaza plan will be required during the final engineering phase. This item will be provided in concert with your project architect. VIKA, Inc. will provide coordination for civil engineering items. Your office will engage a landscape architect.
4. Off-site utility or grading easements may be required.
5. Existing site utility systems will be investigated but are assumed adequate for the canopy additions.
6. No testing on utility location services will be provided as part of the topographic survey. Visible utilities will be located and the appropriate utility companies, i.e. gas, electric, and telephone, will be contacted by VIKA, Inc. to locate existing underground utilities with available information.
7. Your project architect will take the lead in any Hardscape amenities and submissions associated with the new structures.

Ms. Suzette Goldstein
HOK Planning Group

**Re: Arlington Metro Transit Stations
Columbia Pike Bus Stops (14)
Surveying & Engineering
Arlington County, Virginia
Proposal #3688**

July 22, 2003
Page 2 of 6

8. Plats of subdivision will not be required. Street dedication and/or easement plats will be required.
9. The MEP will coordinate new services for telephone, and electric which require extension on the site.
10. Site lighting will be prepared by the MEP. VIKA, Inc. will prepare streetscape lighting, location and details, if required.
11. Your project architect will take the lead in preparation of specifications with an edit by VIKA, Inc. for Division 2 sections.
12. Your project architect will take the lead in cost estimate preparation with a review by VIKA, Inc. for Division 2 work.
13. A soils report will be furnished to VIKA, Inc. by your office, if required.
14. Each project will consist of a single section and set of plans. The 28 bus shelters will be one set of plans.
15. VIKA, Inc. will prepare the final site grading plans in coordination with your project architect and furnish the architect with base sheets for their work in the bus stop areas.
16. Public streets will require revisions with each site plan at the stations and along all frontages, including possible bus lane widening.
17. Stormwater management and quality controls will be provided on-site in underground detention vault and an urban BMP design.
18. Complete architectural drawings will be furnished to VIKA, Inc. to be used in the preparation of the final engineering plans.
19. Signalization, if required, will be designed by others.
20. Sheeting and shoring plans are not included as part of this proposal.
21. Record information will be requested from the following utilities companies: Cox Cable, Virginia Power, Washington Gas, Verizon, Columbia Gas, MCI Worldcom and Commonwealth Gas Services, Inc. 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.
22. The contractor shall develop the temporary pedestrian and vehicular circulation plan.
23. Temporary construction worker parking plans will be provided by the contractor.
24. A traffic engineer shall prepare any traffic studies required.

Ms. Suzette Goldstein
HOK Planning Group

**Re: Arlington Metro Transit Stations
Columbia Pike Bus Stops (14)
Surveying & Engineering
Arlington County, Virginia
Proposal #3688**

July 22, 2003
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SCOPE OF SERVICES

Phase A – Concept Design

1. Topographic Survey \$5,800

VIKA will prepare a topographic survey of approximately 5,000 sq. ft. each for 14 stops. The survey will be in Arlington County datum. The survey will include visible utilities and structures. Property boundaries will be from available records.

2. Utility Record Research \$3,800

VIKA will research County records and contract utility companies referenced in line item 21 of the project assumptions. We will order a Miss Utility location to verify the documented utilities in the field and survey. VIKA will survey the Miss Utility locations.

3. Base Sheet \$3,900

VIKA will prepare a final CADD base sheet and furnish it to your project architect. The base sheet would include topography and utility research and Miss Utility locations. The base will be furnished to your office and other consultants.

4. Concept Design \$3,200

VIKA will provide a concept design study as identified in the RFP to include roadway and utility service and relocations.

Total Phase A – Concept Design \$16,700

Phase B – Schematic Thru Construction Drawings

1. Utility Sweep \$7,500

VIKA will engage So-Deep, Inc. and provide an independent sweep of utilities to insure that no utilities exist under anticipated structures or foundations located on the concept design.

2. Design Development \$5,800

VIKA will provide design development service as identified in the RFP. Service will include roadway and utility design and coordination with the MEP.



Ms. Suzette Goldstein
HOK Planning Group

**Re: Arlington Metro Transit Stations
Columbia Pike Bus Stops (14)
Surveying & Engineering
Arlington County, Virginia
Proposal #3688**

July 22, 2003
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3. Construction Documents \$8,000

VIKA will provide final construction documents to include:

- a) site plan
- b) layout plan
- c) erosion control plan
- d) SWM calculations
- e) notes and site details
- f) division 2 specifications

4. Meetings \$3,600

VIKA, Inc. will attend 6 public/County coordination meetings required by your office, the other consultants, and other agencies. As part of the basic design services, we will attend all progress meetings required by your staff over the project's design duration.

Total Phase B – Schematic Thru Construction Drawings \$24,900

Phase C – Bidding and Construction Administration

1. Bid Assistance \$3,500

VIKA, Inc. will assist the client as necessary in evaluating bids and selecting a contractor. Services to include: preparation of separate bid set of drawings with addenda as necessary; attendance at pre-bid meetings; responding to contractor questions and requests for information; evaluation of bids received; and attendance at contractor interviews.

2. Construction Administration \$4,200

VIKA, Inc. will provide the following services after the award of the construction contract: review contractor submittals and shop drawing for work covered by VIKA plans; attend the preconstruction meeting and visit the site at the completion of the major components to verify that all elements are constructed in general conformance with the plans. A written report will be issued detailing observations made with each site visit.

Total Phase C – Bidding and Construction Administration \$7,700



Ms. Suzette Goldstein
HOK Planning Group
**Re: Arlington Metro Transit Stations
Columbia Pike Bus Stops (14)
Surveying & Engineering
Arlington County, Virginia
Proposal #3688**

July 22, 2003
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Phase D – Hourly Reimbursables

1. Plats (if required – 14 @ \$2,300/plat)..... Hourly, Budget \$64,400

VIKA will provide plats of easement, dedication and vacation as required.

2. Reimbursables Hourly, Budget \$5,000

VIKA, Inc. will bill all direct costs for messengering and Federal Express at cost, and/or in accordance with the attached rate schedule.

Total Phase D – Hourly Reimbursables \$69,400

**TOTAL COLUMBIA PIKE BUS STOPS (14) \$49,300
(Does not include hourly 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
- traffic control plans
- off-site utility plans
- permit acquisition with VDOT
- design of Verizon and Dominion Virginia Power facilities
- gas line design
- phasing plans
- excavation plans
- structural design of retaining walls
- wetland studies
- CBPO coordination
- construction stakeout
- construction management
- temporary parking studies/plans
- revisions necessitated by a change in the approving agencies' codes, policies or guidelines after design development submission
- off-site storm sewer, waterline, road, or sanitary sewer design, plats or plans, not specifically listed above
- geotechnical engineering, materials testing, soil borings or analysis, location of underground utilities
- individual tree locations or update of topography in design phase
- plan review fees
- recordation fees
- preparation of an environmental site assessment
- any wetlands or hazardous materials delineation, review, analysis, design or coordination with state or Federal agencies

Ms. Suzette Goldstein
HOK Planning Group

**Re: Arlington Metro Transit Stations
Columbia Pike Bus Stops (14)
Surveying & Engineering
Arlington County, Virginia
Proposal #3688**

July 22, 2003
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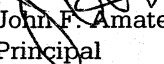
- preparation of earthwork estimate showing detailed cut and fill calculations based on existing and proposed grades
- street signage or pavement marking plan
- test pit stakeout
- landscape wall design and permitting
- bond updates
- acoustical engineering or archeological studies

Filing, printing and messenger fees are not included in this proposal, and if paid by VIKA, Inc., will be billed at cost plus ten percent.

We look forward to working with you on this project. If this proposal and the enclosed Attachments A & B, dated February 2003 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 2003 will then constitute our complete agreement.

Thank you for the opportunity to present this proposal.

Sincerely,
VIKA, Inc.


John F. Amatetti, P.E.
Principal

JFA/mlm

ACCEPTANCE

We, **HOK Planning Group**, in consideration of the terms and conditions of the proposal which are fully set forth herein, including Attachments A & B, do hereby accept these documents as our complete agreement.

Signed: _____

Date: _____

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February 2003

The following is a listing of VIKA's professional services rates for professional, messenger, and reprographic services. These rates will remain in effect through February 2004, after which time they may be adjusted to reflect our current labor and overhead costs.

PROFESSIONAL SERVICES

Expert Research & Testimony	\$250
Principal	\$175
Senior Associate	\$150
Senior Project Manager/ Associate	\$125
Project Manager.....	\$110
Project Engineer/LA/Surveyor	\$90
Junior Engineer/LA/Surveyor/Planner	\$75
Senior CADD Operator	\$90
CADD Operator (includes computer).....	\$70
Senior Typist.....	\$60
Administrative Assistant	\$50
2 Man Survey Crew	\$110
3 Man Survey Crew	\$130
1 Man GPS Crew	\$95
2 Man GPS Crew	\$130
3 Man GPS Crew	\$150

MESSENGER SERVICES TO & FROM McLEAN OFFICE

Alexandria	\$17.98	Fairfax	\$14.45	Manassas	\$31.40
Annandale	\$14.90	Fair Oaks	\$17.40	McLean	\$11.60
Annapolis	\$58.68	Falls Church	\$12.92	National Airport	\$15.34
Arlington, N/Rosslyn	\$14.24	Fort Hunt	\$22.82	Oakton	\$14.45
Arlington, S/Crystal City	\$15.34	Frederick	\$53.80	Reston	\$20.29
Baltimore	\$60.00	Gainesville	\$39.20	Rockville	\$21.94
Bethesda/Chevy Chase	\$19.74	Gaithersburg	\$24.69	Silver Spring	\$22.16
Bowie	\$36.90	Germantown	\$27.10	Springfield	\$19.30
Burke	\$17.26	Greenbelt	\$26.45	Tysons	\$10.50
Chantilly	\$22.40	Herndon	\$18.20	Upper Marlboro	\$39.21
Columbia	\$40.00	Landover/Lanham	\$27.50	Vienna	\$11.82
District of Columbia	\$19.08	Laurel	\$29.21	Wheaton	\$23.26
Dulles Airport	\$17.40	Leesburg	\$32.50	Woodbridge	\$35.80

MESSENGER SERVICES TO & FROM GERMANTOWN OFFICE

Alexandria	\$43.50	Dulles Airport	\$44.00	Leesburg	\$51.00
Annandale	\$35.50	Ellicott City	\$45.60	Manassas	\$64.80
Annapolis	\$58.50	Fairfax	\$44.00	McLean	\$28.00
Arlington, N/Rosslyn	\$27.50	Frederick	\$34.50	Potomac	\$21.00
Baltimore	\$60.00	Gaithersburg	\$13.00	Rockville	\$15.00
Beltsville	\$48.00	Germantown	\$10.00	Severna Park	\$68.40
Bethesda/Chevy Chase	\$20.00	Gettysburg	\$74.00	Silver Spring	\$22.00
Bowie	\$40.00	Glen Burnie	\$56.40	Springfield	\$41.40
BWI	\$57.60	Greenbelt	\$33.50	Tysons	\$48.00
Chambersburg	\$60.00	Hagerstown	\$62.50	Upper Marlboro	\$44.00
Charles Town	\$63.50	Herndon	\$46.80	Vienna	\$33.00
Columbia	\$45.60	Landover/Lanham	\$31.00	Wheaton	\$20.00
District of Columbia	\$26.50	Laurel	\$36.50	Woodbridge	\$



February 2003

PLEASE NOTE: Round Trip deliveries will be billed at 150%.

REPROGRAPHIC SERVICES

	Rate/Square Foot		Rate/Square Foot
Xerox large document bond	\$1.50	Regular sepia	\$0.64
Xerox large document vellum	\$2.07	Erasable sepias	\$0.82
Xerox large document mylar	\$3.76	Paper Cad plots	\$5.75
3 mil brownline diazo mylar	\$1.96	Vellum Cad plots	\$6.50
Blueline prints, folded	\$0.22	Mylar Cad plots	\$7.00
Blueline prints	\$0.15	Color Cad plots	\$13.75
Blackline prints	\$0.15		
		Overnite Letter	\$15.40
		Overnite Pack	\$28.32
		Overnite Tube or Box	\$46.47

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

1. PERIOD OF OFFER

Any proposal by VIKA to provide professional services must be accepted within ninety (90) days of the date of the proposal. This ninety (90) day period may only be extended if VIKA so elects. VIKA shall have the option of canceling a VIKA proposal at any time prior to the original or extended expiration date of the proposal. In the event a Client accepts a VIKA proposal by executing and delivering either the signed original or copy to VIKA, the signed VIKA proposal and the attachments expressly incorporated therein by reference shall constitute the entire agreement between the parties ("Agreement").

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

2. SCOPE OF AGREEMENT

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

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

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

3. REIMBURSABLE EXPENSES

Client shall reimburse VIKA for all expenses necessarily or reasonably incurred by VIKA in connection with the performance of professional services for Client, plus ten percent (10%), except for printing and messenger services, which will be reimbursed in accordance with Attachment A. Such expenses may include, but are not limited to, the following: transportation expenses; meals and lodging in connection with travel; long distance telephone charges; data processing expenses; extraordinary computer expenses; photographic expenses; filing and inspection fees paid by VIKA on behalf of Client to appropriate regulatory agencies; additional insurance coverage requested by Client;

overtime required by Client; renderings and models; the cost of obtaining bids or proposals from other contractors or consultants when done at the request of Client; and other out-of-pocket expenses incidental to performance of VIKA's Services. VIKA may submit invoices for reimbursable expenses separately from invoices for services.

4. ADDITIONAL SERVICES

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

5. CLIENT'S ORAL DECISIONS

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

6. DUTIES AND STANDARD OF CARE

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

7. CONSTRUCTION REVIEW

Adequate observation by qualified personnel of site construction is considered essential for successful completion and performance of projects. It is acknowledged that the owner shall retain adequate site observation, inspection and materials testing services for the projects throughout the duration of site construction. Unless specifically noted in the Scope of Services, the professional services of VIKA do not extend to or include the review or site observation of the contractor's work. It should be understood that visits to the job site by the designer or his field representative at intervals appropriate to the stage of construction is for the purpose of becoming familiar with the progress and general quality of the construction work, and is not to be construed as construction observation or inspection services, and shall not excuse the contractor from any deficiencies discovered in his work. It is further understood that VIKA will not be responsible for job or site safety on the project except for its own personnel, and will not be held responsible for any contractor's failure to observe or comply with the

Occupational Health and Safety Act of 1970 as amended to date, or any state, county or municipal law of similar import or intent.

8. REVIEW OF SHOP DRAWINGS AND CONTRACTOR'S SUBMITTALS

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

9. EXISTING CONDITIONS/LIABILITY LIMITATION

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

10. RIGHT OF ENTRY; PERMITS

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

11. EARLY BID DOCUMENTS/FAST TRACK PROJECTS

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

12. PROJECT SCHEDULE

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

13. CONSTRUCTION COST ESTIMATES

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

14. PLAN PROCESSING

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

15. OWNERSHIP AND REUSE OF DOCUMENTS

It is acknowledged that the documents prepared under this Agreement are instruments of professional service and VIKA will remain sole owner of all original sketches, drawings, tracings, survey notes, computations, etc. prepared by VIKA (the "Materials"), except where they have to be filed with a government agency. However, as long as Client's account is current, all of this Material is available including reproducible copies of all original tracings for Client's use on this project.

There will be no obligation on VIKA's part to deliver the work product if there is any payment past due. It is agreed that the Client will hold VIKA harmless and indemnify and defend VIKA against all damages, claims and losses, arising out of any reuse of these documents or modifications to such by parties other than VIKA, without VIKA's written consent.

16. INSURANCE/LIABILITY LIMITATION

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

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

17. FEES AND PAYMENTS

VIKA will render its invoice monthly based on a percentage of the work completed that month for lump sum items and for actual hours spent that month for hourly items. In the event that public agency review is required on lump sum items, VIKA will invoice up to eighty percent (80%) of the quoted fee at such time as plans are submitted to the public agency for review; will further invoice up to ninety-five percent (95%) after VIKA has addressed comments received from the respective agency; and one hundred percent (100%) upon formal action by that agency. Each invoice will be due

in full upon receipt. If at any time an invoice remains unpaid in excess of thirty (30) days from the date of the invoice, a service charge of 1.5%, a maximum rate of eighteen percent (18%) per annum, will be charged on the unpaid amount at the end of the month, and each month thereafter, until the unpaid amount, including all service charges, is paid in full.

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

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

18. TERMINATION OF AGREEMENT

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

Client agrees to be liable, and pay VIKA for all labor done, work performed, material furnished, and all expenses incurred for all work and additional work up to and including the day that work is terminated, in accordance with the notice required under this Section 18.

19. PROJECT SUSPENSION OR ABANDONMENT

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

20. ASSIGNS

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

21. DISPUTES

In the event that Client institutes suit or arbitration against VIKA because of any alleged failure to perform, or for any alleged error, omission, or negligence, and if such suit or arbitration is dismissed, or if judgment is rendered for VIKA, Client agrees to reimburse VIKA or pay any and all costs of defense, including attorneys' fees, expert witnesses, fees and court or arbitration costs, and any and all expenses of defense which may be proper, immediately following dismissal of the case or immediately upon judgment being rendered in behalf of VIKA.

22. SEVERABILITY

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

23. WARRANTY OF AUTHORITY TO SIGN

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

24. NON-ALTERATION OR TERMS

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

25. ENTIRE AGREEMENT

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

26. CONTROLLING LAW

This Agreement is to be governed by the law of the place of business of the VIKA office submitting this Proposal.

			<input type="checkbox"/>

Art in Public Places

Francoise Yohalem, Consultant
 10034 Antigua Terrace #203
 North Bethesda, MD 20852-6626
 (301)818-0818 fax (301)818-0343
 franyo@perolo.com

July 25, 2007

Suzette Goldstein
 HOK

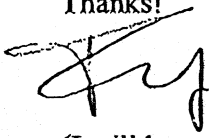
Dear Suzette:

Following our meeting with Arlington County and our conversation, this is my revised fee structure:

- Crystal City Metro Canopy \$6,000
- Clarendon Metro Canopy \$6,000
- Columbia Pike Bus stations \$7,500

(Columbia Pike may end up less, but right now it is difficult to understand what the County really wants to do there!)

Thanks!



(I will be out of the country between August 12 and August 29.)

CAGLEY & ASSOCIATES

CONSULTING STRUCTURAL ENGINEERS

An Affiliate of The Cagley Group

6141 Executive Boulevard
Rockville, Maryland 20852
(301) 881-9050
Fax (301) 881-1125
www.cagley.com

James R. Cagley, PE., S.E.
Debrethann R. Cagley Orsak, PE.
Daniel Camp, PE.
Frank S. Malits, PE.

James C. Lakey, PE.
Kurt Wagner, PE.

29 May 2003

DUNCAN KIRK
Hellmuth, Obata + Kassabaum, P.C.
Canal House
3223 Grace Street, N.W.
Washington, D.C. 20007

RE: COLUMBIA PIKE BRT STATIONS
ARLINGTON COUNTY, VIRGINIA

DUNCAN, we are pleased to present the following proposal covering the performance of Structural Engineering Consulting Services associated with the referenced project.

SERVICES TO BE PROVIDED

Structural Engineering Services through Construction Administration as described in the AIA Document C141, Standard Form of Agreement Between Architect and Engineer, and the CASE National Practice Guidelines for the Structural Engineer of Record.

The scope of services shall be as described in the RFP Number 35-03 from Arlington County.

It is our understanding that the project will require one set of contract documents for the bus shelters with modifications for foundations(if required) at each site.

We have included time for participation in several concept design sessions but have not included time for the public meetings listed in the RFP under Concept Design.

SCOPE OF WORK

The Scope of Work is as described in the RFP Numbered 35-03 as follows:

28 Bus Shelters – these shelters will be approximately 10'X20' and have two different designs.

DUNCAN KIRK
COLUMBIA PIKE BRT STATIONS

29 May 2003

Page 2

FEE DATA

Our compensation for the above described Services and Scope of Work, will be a lump sum fee of TWENTY THOUSAND DOLLARS (\$20,000.00).

Outside printing services, if required, will be identified separately and billed to you at 1.1 times cost.

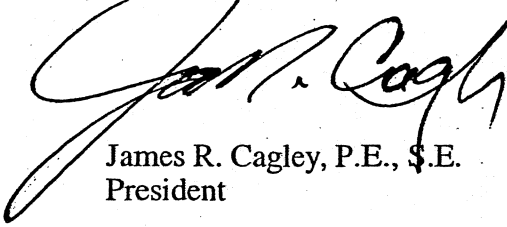
Any change in the Scope of Work (increase or decrease) will cause the stated fee to be adjusted as mutually agreed between Cagley & Associates and Hellmuth, Obata + Kassabaum, P.C.

Any authorized changes/revisions to the project after Design Development approval will be identified separately and billed at our normal hourly rates (schedule attached).

Billing to Hellmuth, Obata + Kassabaum, P.C. for our services accomplished will be made monthly as the project is completed.

We look forward to working with you on this project. We trust this agreement meets with your approval. Please return a signed copy for our files.

CAGLEY & ASSOCIATES, INC.



James R. Cagley, P.E., S.E.
President

Accepted by:
HELLMUTH, OBATA + KASSABAUM

Date:

Enclosure: 2003 Hourly Rate Schedule

HOURLY RATE SCHEDULE FOR 2003

Senior Principal	\$215.00/hr
Principal	\$170.00/hr
Associate/Senior Project Manager	\$130.00/hr
Project Manager/Senior Engineer	\$116.00/hr
Engineer (Registered)	\$ 86.00/hr
Design Engineer	\$ 76.00/hr
Senior Drafter	\$ 76.00/hr
Junior Drafter	\$ 60.00/hr
Clerical	\$ 58.00/hr

*add 5% for 2004



GHT LIMITED

May 28, 2003

FAX & MAIL

CONSULTING
ENGINEERS

Mr. Duncan Kirk
Hellmuth Obata & Kassabaum
3223 Grace Street, N.W.
Washington, DC 20007-3614

Re: Columbia Pike BRT/Street Car Transit Initiative

Dear Duncan,

Thank you for the opportunity to submit a proposal to provide engineering design services for this project. Our proposal is based on the draft scope of service dated 4/14/03. Acceptance of our proposal will be interpreted as confirmation of this description.

Legal terms and conditions shall be governed by the Standard Form of Agreement between Architect and Consultant (AIA C-141; 1997 Edition) as amended in the enclosed Exceptions page. Engineering support during the contractor bidding or negotiation phase, construction cost estimating, value engineering and telecommunications design are available as additional services. We request that any desired additions to the scope be submitted in writing so that we can consider their impact on the fee and design schedule.

GHT's fee for the performance of described services will be: Twelve Thousand Nine Hundred Fifty Dollars (\$12,950.00).

Reimbursable expenses, including check sets, permit sets, one camera-ready final set, delivery, local travel and long distance telephone, will be billed at 3.5% of professional fees. Long distance travel and related living expenses as well as additional printing costs will be invoiced at 1.1 x direct costs.

Agreed upon additional services will be provided per the attached Hourly Rate Schedule or at a lump sum to be agreed upon when the Additional Services are requested.

Legal review of client-generated contracts will be billed at \$200.00 per hour.

Our invoices will be submitted monthly and are payable upon receipt. If payment is not received within forty-five (45) days, the account will be considered past due. We have the right to suspend work without breach of contract if your account is past due. Should collection efforts be required, costs of collection and attorney fees will be assessed.

This proposal is based on the design services being performed on a relatively uninterrupted basis over a 5 month/year period, starting in the 3rd quarter of calendar year 2003. If work is prolonged beyond initial expectations or interrupted for more than thirty (30) calendar days, GHT reserves the right to renegotiate the fee.

All of the terms and conditions of this proposal will be deemed accepted, whether or not the proposal is executed and returned, in the event that we receive working drawings or verbal instructions to proceed. This proposal with its attachments represents the entire and integrated agreement between the Engineer and Client and supersedes all prior negotiations, representations or agreements, either written or oral. This proposal may be amended only by written instrument signed by both Engineer and Client.

Washington, DC Metro Area ■ 1010 N. Glebe Road, Arlington, VA 22201-4749 ■ PH 703-243-1200

Baltimore, MD Metro Area ■ 7272 Park Circle Drive, Hanover, MD 21076-1303 ■ PH 410-712-7050

FX 703-276-1376

FX 410-712-7131

ght@ghtltd.com

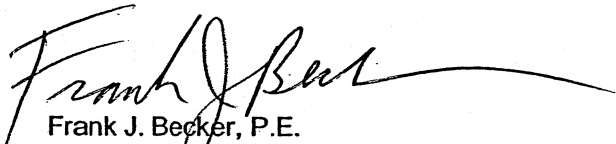
Mr. Duncan Kirk
Columbia Pike BRT/Street
Car Transit Initiative
May 28, 2003
Page Two

This proposal is valid for ninety (90) days.

We appreciate your consideration of this proposal, and look forward to working with you and your staff.

Very truly yours,

GHT Limited



Frank J. Becker, P.E.
Senior Principal

FJB:dIm
I:\Proposals\fb_ColumbiaPikeBRT Street Car TI-52803.doc
Enclosures: Hourly Rate Schedule
Exceptions to AIA C141, 1997

ACCEPTED: _____

DATE: _____

**HOURLY RATE SCHEDULE
2003
Columbia Pike BRT/Street Car Transit Initiative
May 28, 2003**

Principal	\$150/hr
Project Manager	\$130/hr
Senior Designer	\$130/hr
Designer	\$90/hr
Drafter	\$60/hr
Clerical	\$70/hr
Construction Phase	\$110/hr

This schedule will be revised annually as of January 1.

EXCEPTIONS
To the
Standard Form of Agreement Between Architect and Consultant (AIA C141-1997)
Columbia Pike BRT/Street Car Transit Initiative
May 28, 2003

ARTICLE 3 CONSULTANT'S RESPONSIBILITIES

3.1.10 The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Upon the request of the Architect, the Consultant shall submit for the Architect's approval a schedule for the performance of the Consultant's services which may be adjusted as the Project proceeds....

ARTICLE 4 SCOPES OF CONSULTANT'S SERVICES

4.5 CONTRACT ADMINISTRATION SERVICES

4.5.6 Upon the request of the Architect, based on the Consultant's evaluations of the Work and of the Contractor's Applications for Payment, the Consultant shall assist the Architect in determining the amounts due the Contractor for This Part of the Project, ~~and shall certify such amounts to the Architect in writing.~~

4.5.14.. The Consultant shall assist the Architect in receiving from the Contractor and forwarding to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor with respect to This Part of the Project. ~~If requested, the Consultant shall issue to the Architect a final certification in writing with respect to final payment for This Part of the Project.~~

ARTICLE 6 ARCHITECT'S RESPONSIBILITIES

6.4 On the Consultant's request for This Part of the Project, the Architect shall furnish to the Consultant, in a timely manner, (1) detailed layouts showing the location of connections and structural elements and (2) tabulations giving sizes and loads of equipment designed, specified or furnished by others for incorporation into other parts of the Project.

ARTICLE 9 DISPUTE RESOLUTION

9.2.1 Any claim dispute or other matter in question arising out of or related to this Agreement ~~shall~~ may be subject to arbitration, provided the parties consent to arbitration at the time the dispute or other matter arises. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 9.1.

9.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation ~~shall~~ may be decided by arbitration which, ~~unless the parties mutually agree otherwise, if the parties mutually agree.~~ Any such arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

9.2.4 DELETE ENTIRE SECTION

ARTICLE 12 PAYMENTS TO THE CONSULTANT

12.1..... No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work, ~~other than those for which the Consultant has been adjudged to be liable.~~

ARTICLE 14 OTHER CONDITIONS

Architect agrees that any claim for damages filed against Consultant by Architect or any contractor or subcontractor hired directly or indirectly by Architect will be filed solely against Consultant or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part.