

August 30, 2018

David T. McElhaney, P.E.
Urban, Ltd.
7700 Little River Turnpike, Suite 500
Annandale, VA 22003
Via E-Mail: dmcelhaney@urban-ltd.com

Re: Southside Park

Dear David:

We are pleased to submit this proposal to provide professional engineering services in support of the redevelopment of Southside Park in Vienna, Virginia. It is our understanding that you are currently in the due diligence stage and that the scope of this assignment is to provide a preliminary traffic assessment for a redesign of Southside Park to include an additional ballfield. Our proposed scope of services is outlined below.

PROPOSED SCOPE OF SERVICES

Task 1 – Traffic Impact Analysis

We will prepare a Traffic Impact Analysis as outlined below:

- Data Collection

We anticipate the need to collect turning movement traffic data at the two (2) site driveways, during the weekday PM and Saturday peak periods. In addition to the collection of background traffic, a field inspection will be made of the surrounding area to review the existing traffic flow and traffic control devices. We will also augment our files, as appropriate, with additional information on background developments and road projects in the area.

- Analysis

We will analyze the existing conditions and the future conditions with the proposed program which is assumed to be a new ball field. The goal of this analysis is to determine what, if any, improvements are required to mitigate existing or future traffic considerations.

If the site program changes after we begin analysis and documentation, we will have to revise all of our work done to date. If this happens, we will amend this budget accordingly.

- Documentation

We will prepare a preliminary documentation that will review the proposed development and make recommendations for roadway improvements if and where warranted. We will initially prepare this report in draft form for team review.

We will perform the work associated with this task on a time and materials basis to an upset maximum of \$4,000. We will notify you if our work will require us to exceed that amount. You will only be billed for actual time spent preparing for

and attending meetings, work sessions or hearings and coordinating the development team. We will also bill for out of pocket expenses incurred.

Task 2 - Meetings and Team Interaction

During this project, we will be available to attend and participate in meetings and conference calls with the project team and/or Town staff, as needed. This task also includes any time spent preparing for meetings or coordinating with you or other members of the team.

At this time, it is difficult to predict how many meetings we will need to attend; therefore, we propose to perform this task on a time and materials basis. We will only attend meetings after receiving your email or verbal authorization to do so.

We will perform the work associated with this task on a time and materials basis to an upset maximum of \$1,000. We will notify you if our work will require us to exceed that amount. You will only be billed for actual time spent preparing for and attending meetings, work sessions or hearings and coordinating the development team. We will also bill for out of pocket expenses incurred.

REIM – Reimbursable Expenses

Out of pocket expenses will be billed under this category as described in the tasks above. Reimbursable expenses include but are not limited to the following:

- Printing and copying fees
- Shipping, courier, or other delivery services
- Local travel and parking fees

FEE SUMMARY

A fee summary for the work described above is as follows:

Task 1 – Traffic Impact Analysis, 1 st Submission	\$ 4,000	Time & Materials
Task 2 – Meetings and Team Interaction	\$ 1,000	Time & Materials
REIM – Reimbursable	\$	As Needed

POTENTIAL FUTURE TASKS – NOT INCLUDED IN THIS PROPOSAL

- **2nd Submission/Response to Comments**

It may be necessary that we prepare supplemental information responding to comments raised through review of the analysis. If this becomes necessary, additional documentation for those services will be provided to receive authorization before proceeding.

- **Presentation Materials**

It may be necessary that we prepare presentation materials or slides to provide an overview of the operational, design, and transportation related aspects of the site. If this becomes necessary, additional documentation for those services will be provided to receive authorization before proceeding.

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If this budget proposal and the attached Terms and Conditions of Agreement meet with your approval, please return one signed copy of each for our files for our records. We look forward to working with you on this assignment and appreciate the opportunity to join your team.

Sincerely,



Christopher M. Tacinelli, P.E.
Principal



Maria C. Lashinger, P.E., PTOE
Project Manager

APPROVED AND ACCEPTED BY:
(Signature)

AUTHORIZED TO ACCEPT AND EXECUTE AGREEMENTS FOR:
(Company)

DATE:

RETAINER REQUIRED: \$0

Gorove/Slade Corporate policy requires a retainer to begin any new contract work. The amount is equal to the first 30 days or work or the fee associated with the data collection services. The exact amount is determined by the Principal in Charge for each project assignment.

INVOICES TO BE MAILED ____ AND/OR EMAILED ____

Email: _____

Mailing

Address: _____

Attention of: _____

Client Reference #: _____
(if applicable)

Enclosures:

Terms and Conditions of Agreement
Hourly Billing Rates

GOROVE/SLADE ASSOCIATES, INC.

Terms and Conditions of Agreement

This AGREEMENT made and entered into this August 30, 2018 by and between Gorove/Slade Associates, Inc., with offices at 3914 Centreville Road, Suite 330, Chantilly, VA, hereinafter referred to as "Gorove/Slade", and Urban, Ltd. hereinafter referred to as "CLIENT".

WHEREAS, the CLIENT desires to engage the services of Gorove/Slade to furnish technical and professional assistance in the letter agreement dated August 30, 2018 to which these TERMS AND CONDITIONS are attached; and

WHEREAS, Gorove/Slade has signified its willingness to provide the aforesaid services for the CLIENT.

NOW, THEREFORE, in consideration of the foregoing and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be bound legally, do hereby agree as follows:

A. Performance of Services

Gorove/Slade agrees to perform in a good and professional manner those services outlined in the letter agreement to which these TERMS AND CONDITIONS are attached.

Gorove/Slade will perform the work with a degree of skill and care that is required by generally accepted professional standards. Gorove/Slade makes no other warranty, representation or guarantee, expressed or implied, with respect to forecasts, recommendations, and analysis that may be based in whole or in part on assumptions that include predictions of future events.

If modifications become necessary during the performance of the work specified in the letter agreement, such modifications shall be valid, only when authorized by the CLIENT. In the event Gorove/Slade is authorized by the CLIENT to perform services in addition to those described in the letter agreement, such services shall be performed by Gorove/Slade at the then existing hourly rates charged by Gorove/Slade.

B. Services to be Provided by the Client

In the event that any information, data, reports, records and maps are existing and available, and are useful for carrying out the work on this assignment, the information shall be promptly furnished to Gorove/Slade by the CLIENT. Specific services and materials to be provided to Gorove/Slade, by the client, are outlined in the letter agreement to which these TERMS AND CONDITIONS are attached.

Gorove/Slade shall not be responsible for the accuracy or validity of information that it obtains from the CLIENT or from agents of the CLIENT in connection with the performances of the services for the CLIENT.

C. Limitations of Liabilities

Gorove/Slade shall not be liable for any damages caused by delays in the performance of its services to the CLIENT, which result from events that are beyond its reasonable control.

Gorove/Slade agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by Gorove/Slade's negligent

acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom Gorove/Slade is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Gorove/Slade harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement.

Gorove/Slade is not obligated to indemnify the CLIENT in any manner whatsoever for the Client's own negligence.

The validity, construction, interpretation, enforceability and performance of this AGREEMENT shall be governed by the substantive laws of the District of Columbia, without regard to the principles of conflict of law. Any arbitration, litigation or other dispute between the parties hereto relating to this AGREEMENT shall take place in the District of Columbia. By execution of this AGREEMENT, the CLIENT consents to the personal jurisdiction of, and venue in, the courts of the District of Columbia. If diversity of citizenship exists between the CLIENT and Gorove/Slade, and a sufficient amount is in controversy (or if some other basis exists for the jurisdiction of the federal courts), the CLIENT consents to the personal jurisdiction of the United States District Court for the District of Columbia.

The provisions of this AGREEMENT shall be deemed servable, and the invalidity or enforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

D. Prices - Payment Conditions

Gorove/Slade shall be reimbursed for services rendered in the performance of this assignment, in accordance with the hourly billing rates and fee structure attached. Any and all billing rates used by Gorove/Slade may be changed at any time without prior written notice to the CLIENT.

Gorove/Slade reserves the right to modify our standard hourly rates and/or fee structure for the services to be rendered as outlined in the letter agreement to which these TERMS AND CONDITIONS OF AGREEMENT are attached should the CLIENT not authorize Gorove/Slade to begin work on the services outlined in the attached letter agreement within a ninety (90) day period from the date which this AGREEMENT was transmitted from Gorove/Slade to the CLIENT.

All direct costs incurred by Gorove/Slade in connection with the performance of services for the CLIENT shall be billed at 100% of the amount of cost.

All invoices from Gorove/Slade to the CLIENT shall be paid within thirty (30) days after being received, and such payment shall not be contingent or dependent upon any conditions (including, without limitation, the approval by any governmental entity) of any action or undertaking of the CLIENT other than those conditions, if any, specifically set forth in the letter agreement.

It is hereby agreed that Gorove/Slade shall have the right to charge and receive interest at the rate of 1.5% per month on all amounts from the CLIENT that are overdue. In addition, in the event that any invoice remains unpaid for more than thirty, (30) days, Gorove/Slade reserves the right to cease performing services for the CLIENT and to retain all documentation prepared by Gorove/Slade for or on behalf of the CLIENT. Finally, in the event that Gorove/Slade retains counsel to collect sums owed to Gorove/Slade by the CLIENT, the CLIENT shall be liable for reasonable attorney's fees and paralegal's fees and court costs which are incurred by Gorove/Slade in connection with such collection; provided, that any such costs and fees shall bear interest at the rate set forth herein.

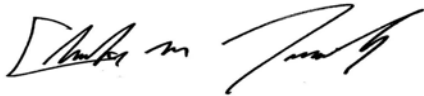
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In the event that any invoice remains unpaid for more than sixty (60) days, Gorove/Slade reserves the right to file a mechanics' lien with respect to the property for which the services were provided by Gorove/Slade hereunder, and the CLIENT hereby acknowledges and agrees that Gorove/Slade shall have the right to file such lien.

The parties have made and entered into this AGREEMENT as of the date first above written.

GOROVE/SLADE ASSOCIATES, INC.

URBAN, LTD.



Authorized Signature

08.30.2018

Authorized Signature

Date

Christopher M. Tacinelli, Principal

Type/Print Name and Title

HOURLY BILLING RATES FOR INDIVIDUAL STAFF AND EQUIPMENT TIME
Effective January 2015

STAFF TYPE:

Principal	\$200 - \$275
Project Manager	\$120 - \$200
Transportation Engineer.....	\$85 - \$150
Transportation Planner	\$85 - \$150
Technician.....	\$85 - \$130
Field Crew/Traffic Counter	\$35 - \$60
Clerical and Administration	\$45 - \$60

*Court and/or Protracted Hearing Testimony is subject to billing
at one and one-half times the individual hourly rate.*

EQUIPMENT:

Video Camera	\$25/day
Digital Projector	\$75/day
Data Collection Equipment	\$25/day