



715 G Street SE, Washington, DC 20003

Ambedkar International Center

Conceptual Design Phase

Ambedkar International Center (Client), of 15755 Livingston Road, Accokeek, MD (mailing: c/o Sanjay Kumar, 12 Porcher St, Dover, DE 19901), hereby enters onto an agreement with Alter Associates, LLC (Consultant) of 715 G Street SE, Washington, DC 20003, for the provision of professional services for the above referenced project as follows:

PROJECT UNDERSTANDING

The Client is requesting environmental, planning, landscape architectural, architectural, engineering, and surveying services needed for the preparation of plans for the conceptual design of a cultural center on a site of approximately 13 acres, currently known as Parcel 247 on Tax Map 151, Grid F-4 located on the north side of Livingston Road (address 15755) in Prince George's County, Maryland.

SCOPE OF SERVICES

1.0 GENERAL

1.1 Meetings

The Consultant and the Consultant's Architect, Engineer, Surveyor, and Environmental Consultant will meet with the Client, the staff of County agencies, and others, as required. (Includes "virtual meetings")

Fee: Hourly Basis

1.2 Coordination

The Consultant will coordinate with the Client, as requested and needed. Also includes the distribution of information and drawings to others, as requested by the Client.

Fee: Hourly Basis

1.3 Justification Statement

The Consultant will prepare a "statement of justification" explaining why the Client has elected not to use the provisions of the new Zoning Ordinance.

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| Fee: Hourly Basis | Estimated Cost | \$350 |
|-------------------|----------------|-------|

1.4 Pre-Application Conference

The Consultant will participate in a "pre-application conference" with MNCPPC, as required, in order to use the old Zoning Ordinance for the development.

| | | |
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| Fee: Hourly Basis | Estimated Cost | \$ 650 |
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1.5 Plan Processing

The Consultant will prepare applications, coordinate the filing of prepared plans, and respond to review comments. Includes explanations and clarifications but not staff requested design changes.

Fee: Hourly Basis

2.0 BACKGROUND / DATA COLLECTION

2.1 Verify & Certify Existing Boundary Survey

The Consultant's Surveyor will check, verify and certify the accuracy of the current property boundary in the CADD file previously prepared by Phoenix Land Design, Inc. and supplied by the Consultant.

Fee: Lump Sum \$ 950

2.2 Check Existing Topographic Survey

The Consultant's Surveyor will check and verify the accuracy of the current topography in the CADD file previously prepared by Phoenix Land Design, Inc. and supplied by the Consultant, and confirm that the boundary and topo are in alignment with each other and properly located in the currently approved State Coordinate System, making the necessary adjustments if they are not.

Fee: Lump Sum \$ 2,300

2.3 Base Map

The Consultant will update the CADD file to reflect any boundary &/or topographic changes made by the Consultant's Surveyor and adjust the CADD file layering system to better facilitate the more current CADD programs being used.

Fee: Lump Sum \$ 3,400

2.4 Add Storm Drainage Lines and Utility Lines to Base (If needed)

If needed, the Consultant's Surveyor will field-locate any storm drainage, water, or sewer line not currently in the CADD file base, and add that information to the file.

Fee: Lump Sum \$ 1,500

2.5 Building Code Research

The Consultant's Architect will research the County's building codes for standards pertinent to the development of a cultural center as proposed in the conceptual architectural design provided by the Client.

Fee: Lump Sum \$1,400

3.0 RESEARCH / ANALYSIS

3.1 Environmental Survey to Update Forest Stand and Other Environmental Features.

The Consultant's "Environmental Consultant" will conduct a Natural Resource Inventory (NRI) using the criteria set forth in the Maryland Forest Conservation Act, and in accordance with the Prince George's County Environmental Technical Manual (2018). This includes the flagging of up to 20 specimen trees, which will be shown graphically on the plan.

Note: This does not include locating the exact locations by a field survey crew, which is normally not required until preparation of a Tree Conservation Plan – Type II (during final construction design).

Anticipating no impacts to the previously delineated COE jurisdictional features, the "Environmental Consultant" will use the wetland delineation shown on the previously approved NRI. There is the possibility that the staff might require a new wetland delineation.

If either of these additional requirements occur, a supplemental proposal will be provided.

Fee: Lump Sum \$ 2,200

3.2 Flood Plain Study (If needed)

The Consultant's Engineer will (A) prepare and submit a letter to the County requesting a determination regarding the adequacy of the current flood plain study. If the County determines that the flood plain study performed by the County (FPS 200602 – Piscataway Creek Tributary) is no longer adequate, the Consultant's Engineer will (B) perform the required study or (C) request that the County perform the study (at the Client's expense), and coordinate to have it done (to include any supplemental survey work).

| | | | |
|------|------------------------------|--------------------|----------|
| Fee: | A. Prepare Letter | Lump Sum | \$ 550 |
| | B. Prepare Full Study | Lump Sum | \$ 9,900 |
| | OR | | |
| | C. Coordination only | Hourly Basis (NTE) | \$ 2,700 |
| | (Plus, cost of County Study) | | |

3.3 Update Natural Resource Inventory

The Consultant and his "Environmental Consultant" will update the currently approved NRI drawing, based on the field data gathered and changes to the County codes. The "Environmental Consultant" will also submit a request to the Maryland Department of Natural Resources (DNR) for an environmental review of Rare, Threatened or Endangered Species and prepare an NRI Report.

Fee: Lump Sum \$ 4,200

3.4 Evaluate Current Building Concept

Based on the research of the County's building codes and his own experience and design sense, the Consultant's Architect will evaluate the conceptual building design, provided by the Client, and report the findings and recommendations to the Client.

Fee: Lump Sum \$ 1,500

4.0 CONCEPTUAL DESIGN

4.1 Schematic Building Design

Based on the evaluation of the current "building concept", and the Client's response, the Consultant's Architect will prepare a Schematic Building Design, including floor plans, elevations, and cross sections. (These are conceptual in nature and are not construction plans. Factors including, but not limited to, budget, project requirements, type of construction, and site and engineering design developments, will impact the final building design.)

Fee: Lump Sum \$ 4,500

4.2 Conceptual Site Layout

Based on the previous concept (supplied by the Client), the building code research and evaluation by the Architect, and results of the environmental survey and NRI update, the Consultant will prepare one or more conceptual layouts of certain key site elements including the building, statue, parking, vehicular and pedestrian circulation, and possibly key SWM facilities. Concept(s) will be presented to the Client, discussed and modified until a layout is chosen.

Fee: Hourly Basis Estimated Cost \$ 1,800

4.3 Schematic Site-Grading Plan

Based on the chosen conceptual layout and the schematic building footprint developed by the Architect, the Consultant will prepare a Schematic Site & Grading Plan showing vehicular entrance point(s), circulation and parking; the building location and orientation, pedestrian walkways, and possible locations for SWM facilities.

Fee: Lump Sum \$ 5,500

4.4 Conceptual Landscape Plan

Based on the Schematic Site-Grading Plan and the County's Landscape Manual, the Consultant will prepare a Conceptual Landscape Plan showing the location and areas of landscape element required by the Landscape Manual, like bufferyards, parking lot screening and interior planting. This will include approximate quantities and categories of

required plant materials (i.e. shade trees, ornamental trees, shrubs, ground cover, etc.), but not plant species, nor specific locations of individual plants (except shade trees).

Fee: Lump Sum \$ 4,000

4.5 Conceptual Storm Drainage & SWM Plan

The Consultant's Engineer will develop a schematic layout for proposed storm drainage and stormwater management (SWM) facilities. Work will include the necessary computations and indicate the extent and type of stormwater management and infiltration required. It shall also include the investigation of the possibility of obtaining a waiver (or partial waiver) of storm water management requirements, or the approval of a "fee-in-lieu", if possible.

Fee: Lump Sum \$6,100

4.6 Conceptual Sediment Control Plan

The Consultant's Engineer will develop a concept for handling control of erosion and sediment, meeting the requirements of the State and County's sediment control manuals, while working in concert with the plan for storm drainage & SWM.

Fee: Lump Sum \$3,600

4.7 Conceptual Water & Sewer Plan

The Consultant's Engineer will develop a schematic layout for proposed water and sewer connections to existing WSSC lines in Livingston Road or (in the case of sewer) in the stream valley running through the site.

Fee: Lump Sum \$1,700

4.8 Tree Conservation Plan-Type I

Based on the updated NRI, the Consultant will prepare a new Type I Tree Conservation Plan. This plan will delineate areas of existing forest and specimen trees to be removed. Some of those not designated for removal will be designated for preservation to meet the minimum requirements for tree preservation in Prince George's County Environmental Technical Manual (2018). The plan will show all the design elements of the above work items impacting the existing forest and specimen trees, including any proposed grading. If forest mitigation is required, areas of onsite afforestation will be shown.

Fee: Lump Sum \$5,900

4.9 Conceptual Development Plan

The [Consultant & the Consultant's] Engineer will combine the products of the proceeding work in this section to produce a Conceptual Development Plan for submittal to the County's Department of Permits, Inspections, and Enforcement (DPIE), including the require application, checklists, computations and sketches.

Fee: Lump Sum

\$1,300

STANDARD CONDITIONS

1. Client agrees to provide information required by the Consultant to perform its services so as not to delay such performance. Client agrees that the Consultant may rely on the accuracy and validity of such information, the work of third parties and public records, and is not expected by Client to check them.
2. All documents of any kind prepared by the Consultant, in performing services on this Project remain the property of the Consultant. Upon full payment by the Client for all required services for preparing a document, the Client then has the license to use any drawing, which has been completed, and paid for by the Client, for its intended use in connection with this project, for advertising, marketing, and other illustrative purposes, including the conceptual illustration of future projects. The Client acknowledges, however, that the design and engineering work covered by this contract is "site specific" and will not be used for construction at another location. If the Client takes possession of any document (whether in digital or hard copy) he agrees to indemnify and hold the Consultant and his subconsultants, harmless from any and all liability, claims, cost and expenses for property damage or bodily injury that work on this project caused, in whole or in part, by any subsequent changes to said document.
3. Client agrees to reimburse the Consultant, for all "direct expenses" incurred in connection with the Project plus 10%. Direct expenses may be billed at any time.
4. Invoices are rendered every month or on completion of substantial work items and are due and payable upon receipt. Client agrees that if payment for services is not current (paid within 45 days from invoice date), the Consultant may stop work until full payment has been received. If the account is sent to counsel for collection, Client agrees to pay the attorney fees, costs and expenses incurred by the Consultant, in addition to all fees, expenses and interest due for services. Client agrees to pay 1.5% interest per month on all invoices unpaid 45 days from the date of invoice.
5. Upon Client's approval to file the prepared documents and with subsequent filing at the appropriate agency, the services for plan preparation will be considered complete. Changes to the plan required by the Client and/or reviewing agencies which involve substantial revisions, will be billed at hourly rates for time accrued unless a specific item for revision has been provided.
6. Client agrees that if additional services are requested from the Consultant, by Client, fees for such services will be incurred on the basis of the standard Rate Schedule in effect at the time services are performed. The current Rate Schedule is attached.
7. Client and the Consultant, each may at their own option terminate this contract with no less than 10 working days written notice. Client agrees to pay fees earned for all services, billed or unbilled, provided by the Consultant, up to the date of receipt of

termination notice. In the event that the termination was initiated by the Client, Client agrees to pay the Consultant, an additional 10% of the total fees remaining in the Contract.

8. Suspension of work on this project for over 30 days (if directed by Client) will cause the Consultant to sustain unexpected costs to resume work. Client agrees that additional compensation as agreed by the parties will be paid to the Consultant, before such work resumes. The fee for uncompleted portions of the work is subject to renegotiation after a suspension period of 120 days.
9. The Client, hereby, assigns to any of the Principles, or Project Managers of the Consultant, the authority to act as "agent" in the filing of plans and/or permits for work being designed under this contract. This assignment does not include any liabilities or other responsibilities.
10. Because the Consultant has no control over the cost of labor, materials, equipment and services provided by others, Client agrees that any project development, project construction, or related cost estimates provided by the Consultant, cannot, and will not, be the basis for any claim against the Consultant or his subconsultants.
11. Because the Consultant has no control over the means, methods and techniques of construction employed by contractors, the timing of necessary government approvals, the delivery of essential materials and similar factors, Client agrees that design, development and construction schedules prepared by the Consultant, are only approximate and cannot, and will not, be the basis of any claim against the Consultant or his subconsultants.
12. Client understands that the Consultant, cannot, and does not, assure favorable action or timely action by any governmental entity.
13. Client agrees to indemnify and hold the Consultant and his subconsultants, harmless from any and all liability, claims, costs and expenses for property damage or bodily injury arising out of, or in connection with, work on this project caused, in whole or in part, by any negligent act or omission by the Client, its contractors, employees, or any independent contractor or consultant employed by the Client.
14. Client acknowledges that, because of the lack of insurability, Client agrees to indemnify and hold the Consultant and his subconsultants, harmless from any and all liabilities, claims, costs and expenses which relate in any way to the presence of any hazardous or toxic waste or substances including, but not limited to, asbestos and PCB, on the project.
15. Client acknowledges that the complexity of construction, the exercise of professional judgment, and unknown and uncontrollable factors prevent the preparation of perfect design documents or work products despite the best efforts of the Consultant. In recognition of these facts, Client agrees that the Consultant's total liability for all claims, losses, expenses or damages whatsoever arising out of or in any way related to the Consultant's total work under this contract except for professional negligence is limited to the total compensation received by the Consultant, under this contract or \$50,000, whichever is less. The Consultant, will not be liable for Client's loss of profits, revenue, or use of the project under any circumstances. No employee or agent of the Consultant or his subconsultants shall have any individual professional liability to the Client in addition

to, or in excess of, the Consultant's liability under these contract terms and conditions.

not be affected and shall remain in full force and effect.

16. Client agrees to provide written notice of any claim it has against the Consultant or his subconsultants, within 14 days of the date when Client first has knowledge or should have had knowledge of the claim. Any claim related to this project or arising out of the Consultant's work must be filed within one year of the last date the Consultant, performed services on the project or it shall be barred. Client agrees to permit the Consultant, a reasonable opportunity to observe and correct any claimed error in its professional services. Client agrees that if the Consultant, is not given opportunity, the claim is specifically waived.

21. Nothing under this contract shall be construed to give any rights or benefits to any third party.

22. This contract represents the entire agreement of the parties. Any modification or amendment to this contract must be written and signed by the parties.

23. The parties signing this contract warrant that they have authority to sign this contract.

17. In any dispute involving the accuracy of surveying services, the Consultant, will have no liability to anyone if reference points set by the Consultant's Surveyor, have not been preserved. The field notes of the Consultant's Surveyor will govern in any dispute.

FEES

Fees are either lump sum, unit price, or hourly basis as indicated in the Scope of Services. Any additional work is on an hourly basis or as indicated in a subsequent agreement. Fees indicated in the Scope of Services are for direct labor. All other

18. The Client understands that in the normal course of investigation and surveys some damage may occur to surface features and landscaping, the correction of which is not part of this agreement.

project cost or "direct expenses", such as deliveries, copying and printing (except where specified) will be billed in addition to the indicated fees. Permit application fees will be paid directly by the Client/Owner to the appropriate agency. In the event the Consultant pays any minor application fees, they will be billed as a "direct expense". All meetings and consultations, unless otherwise specified, will be billed on an hourly basis in accordance with the current Rate Schedule.

19. This contract is governed by the laws of the District of Columbia.

20. If any part of this contract is held to be illegal or unenforceable the remaining portion shall

DURATION OF PROPOSAL

The fees quoted in this proposal shall be valid for a period of thirty days from the date of the proposal. If signed within that time period, the fees shall be binding for a period of one year.

INITIAL PAYMENT

Prior to the start of work the Client shall pay the Consultant an initial amount of \$8,000, which will begin to be credited to invoicing when the remaining contracted work is equal to or less than the initial payment

ACCEPTANCE

All work performed under this proposal shall be subject to the included conditions. Signature below signifies acceptance of the above scope and terms, and authorization to proceed. Upon receipt of the signed proposal, appropriate releases and payments, **and the initial payment**, work on the outlined services will be initiated.

By:
Alter Associates, LLC



Robert J. Alter, PLA, AICP, ASLA
Managing Member

Accepted By:
Ambedkar International Center

Mahesh Wasnik,
Treasurer

12/8/2022

Date

Date

RATE SCHEDULE

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|--|----------|
| Principal [Land Arch, Architect, Engineer, Environmental Consultant] | \$175/hr |
| Senior [Land Arch, Engineer, Planner, Inspector, Office Surveyor] | \$140/hr |
| Professional [Land Arch, Architect, Engineer, Planner, Inspector] | \$125/hr |
| Designer, Computer Drafter | \$ 85/hr |
| Field Survey Crew (2 person) | \$190/hr |
| Cleric/Steno | \$ 50/hr |
| Expert Witness Testimony | \$400/hr |