



Date: March 4, 2015

To: Amy Thomas
Federal Hill Preparatory School
1040 William Street
Baltimore, MD 212

Subject: Scope of Work for Landscape Design Services on the Southeast Corner of the Federal Hill Preparatory School, Baltimore, MD

Enclosures: Attachment A

This proposal outlines services to be provided to Amy Thomas on behalf of the Federal Hill Preparatory School (Client) performed by Rain Underground LLC (Rain Underground) for landscape design services addressing erosion and sediment control on the southeast corner of the site at 1040 William Street, Baltimore, MD 212130.

Task 1. Background Investigations. Rain Underground will perform a site visit to examine site constraints, site drainage, existing trees and structures. Rain Underground will review any available documentation, and discuss design needs and options with Client.

Task 2. Preliminary Design Plans. Rain Underground will provide a Class Charrette regarding the site, stormwater, and planting design for the site. Rain Underground will provide a planting plan based on input from the Class Charrette. Hydrologic computations will be provided for the Water Quality Volume for the Client's information only. While the plantings will be slowing movement of water on the site and increasing infiltration, no treatment is assumed or implied.

Task 3. 100% Design Plans. Upon Client review of the Preliminary Design Plans, Rain Underground will address Client comments and provide 100% Design Plans, including Planting Plan, Plant Schedule, Plant Maintenance Schedule, other design documents as needed.

Deliverables. Rain Underground will provide Client with 1 (one) electronic copy of the 100% Design Plans in both .pdf and .jpg format.

Task 4. Project Meetings. Rain Underground will hold up to two project meetings with Client. These are proposed to take place as needed to review Client comments on the design.

Fee and Hours. The Total Fee for this proposal shall not exceed \$1,620.00. Hourly rates utilized for this contract will be \$60.00 per hour for the Landscape Designer. The Landscape Designer Rate is reduced \$20/hr from Rain Underground's standard rate and is good for the duration of this proposal. This rate includes all costs for mileage and supplies associated with the project work.

Rain Underground will invoice the Client twice; upon completion of Task 2 and upon providing the deliverables.

Project Timeline: This proposal assumes a Mid-April installation date. Assuming prompt signing of the Scope of Work agreement, Rain Underground will work with Client to provide 100% Design Plans by April 5, 2015.

Table 1. Estimate for Design Services: Landscape design for Federal Hill Preparatory School -- Southeast Corner Storm Drain Area

Task	Description	Landscape Designer \$/Hr*	Total Cost
		\$ 60.00	
Task 1	Background Investigations		
	Site Visit	1	\$60.00
	Compile Background Information	2	\$120.00
Task 2	Preliminary Design Plans		
	Hydrologic/Structural Computations	2	\$120.00
	Develop Plans (includes--planting plan, construction details, if needed, and plant maintenance schedule)	15	\$900.00
	Class Visit Preparation	1	\$60.00
	Class Visit Design Charette	1	\$60.00
	Revised cost estimate, if needed	1	\$60.00
Task 3	100% Design Plans		
	Address Comments based on Preliminary Design Comments	2	\$120.00
Task 4	Project Meetings	2	\$120.00
	If needed		
Subtotal		27	\$1,620.00
DESIGN TOTAL			\$1,620.00

See also *Attachment A: Standard Terms and Conditions to Proposal For Landscape Design Services Between Rain Underground and Client.*

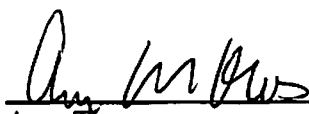
Upon agreement with this scope of work and Attachment A enclosed, please sign and date below and return a copy to Rain Underground. If you have any questions or concerns, please do not hesitate to contact Rain Underground at 43-839-8373. We look forward to working with you!

Sincerely,



Zoe Clarkwest
Principal, Rain Underground

Rain Underground, LLC
Stormwater and Landscape Design
4322 Evans Chapel Rd.
Baltimore, MD 21211
www.rainunderground.com

 3/6/15
Amy Thomas Date

ATTACHMENT A

STANDARD TERMS AND CONDITIONS TO PROPOSAL FOR CONSULTING LANDSCAPE DESIGN SERVICES BETWEEN RAIN UNDERGROUND LLC AND CLIENT

- 1. These Terms and Conditions apply to and are a part of Rain Underground LLC's Proposal to the Amy Thomas on Behalf of Federal Hill Preparatory School (Client) dated March 4, 2015. In the event of conflict between these Terms and Conditions and the terms established in the body of the Proposal, the latter shall govern.**
- 2. Rain Underground LLC will perform its professional services in accordance with the prevailing standard of professional care for similar services in relation to projects of similar scope, size and complexity. No warranties regarding the fitness, timeliness or quality of professional services or work product are offered and no such warranties are implied.**
- 3. Client agrees to pay all invoices from Rain Underground LLC within thirty (30) days of receipt of invoice. After thirty days, interest shall accrue at the rate of one percent (1%) per month (simple). After forty-five (45) days from receipt, Rain Underground LLC may suspend services or terminate for default. Client shall defend, indemnify and hold Rain Underground LLC harmless from all claims, liability and damages incurred by Client or others in the event of suspension for non-payment or termination for default. If, after a suspension for non-payment, Rain Underground LLC is paid and agrees to resume services, Client shall compensate Rain Underground LLC for all start-up and remobilization costs associated therewith. In the event that legal action or other collection efforts are required to secure payment, Client shall be liable for all reasonable costs, expenses and attorney fees associated therewith.**
- 4. Rain Underground LLC services are performed solely and exclusively for Client. No third-party beneficiaries are or will be recognized.**
- 5. Rain Underground LLC assumes no responsibility for construction means, methods, sequences, safety precautions or safety programs in connection with the construction of the Project. These responsibilities are reposed exclusively in the Construction Manager and/or General Contractor charged with executing the worked described in the Construction Documents.**
- 6. Any construction cost or time estimates offered by Rain Underground LLC represent the opinion of Rain Underground LLC having familiarity with general construction costs and practices. Rain Underground LLC does not warrant and shall not be responsible for actual construction costs or construction time.**
- 7. Client shall immediately bring to the attention of Rain Underground LLC any errors or omissions observed in the services or work product of Rain Underground LLC.**
- 8. Performance of construction phase services, if any, shall not be construed to relieve the Contractor or Construction Manager from responsibility to perform the construction work in**

accordance with the Construction Documents and accepted industry standards. Rain Underground LLC is not responsible for the Contractor's failure to perform the construction work in accordance with the Construction Documents.

9. Client shall require the Contractor and/or Construction Manager to include Rain Underground, LLC as an additional named insured on all policies of insurance required by or procured pursuant to the Contract Documents.

10. Client and Rain Underground LLC waive all claims against each other, and shall require similar waivers from their respective contractors and consultants to the extent of any losses covered by builder's risk or other property insurance covering the property or the Project.

11. If Client directs Rain Underground LLC to perform services that are beyond the scope of the Proposal without first negotiating a lump fee, all such additional services shall be performed at the hourly rates established in the Proposal.

12. Rain Underground LLC retains ownership of, and all intellectual property rights in, its instruments of service. Client shall be entitled to use this work product for this Project only and provided that Rain Underground LLC is paid in accordance with the Proposal and these Terms and Conditions.

13. Client and Rain Underground LLC agree to look exclusively to each other in the event of a claim arising out of the Proposal. Neither party will look to or make a claim against the principals or employees of the other.

14. Client and Rain Underground LLC agree to waive all claims against the other for consequential damages arising out of, or relating to, the Proposal or the services. Consequential damages include, without limitation, loss of profits, loss of use, loss of opportunities and any other expectation losses.

15. The Proposal and these Terms and Conditions, and all services performed in connection therewith, shall be governed by the substantive law of the State in which the Project is situated.

16. The Proposal and these Terms and Conditions are an integrated document. If any one or more of these Terms and Conditions is held to be invalid, the balance shall survive.