جدول مختصر مصارف دیوار با بل ها و قرارداد های آن

<table>
<thead>
<tr>
<th>کد قرارداد</th>
<th>مبلغ مجموعی</th>
<th>اسم کمپانی</th>
<th>تعداد صفحه</th>
<th>کد قرارداد</th>
<th>اسم کمپانی</th>
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</thead>
<tbody>
<tr>
<td>G5675</td>
<td>12,875 $</td>
<td>VIKA</td>
<td>2</td>
<td>APR2019-C</td>
<td>KCE</td>
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<td>12,875 $</td>
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<td>12,250 $</td>
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<td>396,500 $</td>
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</tbody>
</table>
پیشنهاد ادامه اعمال مالی واداری،
با تقدیم احترامات فائقیه:

به تعقیب نامه شماره ۱۸۵۵۱۹ مورخ ۳۰ اوت و تاریخ های ماقل آن احتراماً می‌نگارد که:

دو قرارداد ضمیمه به تاریخ ۱۸ آفریل مطابق ۲۹ حمل ۱۳۸۸ در مشوره و همکاری با کلی حقوقدان به امر اسلامی سید. قرارداد اول با شرکت سروج جهت تعیین حدود ارزیابی و تشخیص مالکیت دیوبار مخربه به مبلغ ثابت ۸۸۰ هری است و همچنین دلال در مشوره و قرارداد دوم با شرکت انگلیسی جهت انجام مشوره تحقیقی و انجام بررسی های لازم در مورد دلایل و عوامل تخریب دیوبار به مبلغ ۵۰۰۰ هری است. در قراردادها مقرر رفته است که هری به دو قرارداد در صورت نگرفتن حمایت و ماهیت کاری قابل تغییر (افزایش یا کاهش) می‌باشد. مطابق نامه مورخ ۷ آوریل مشاور حقوقدان که کابینه آن ضمیمه می‌باشد، همچنین حقوقدان شرایط مطروحه در قرارداد را مرسوم دانسته و امضاء قرارداد را برای جلوگیری از خصمانه‌بیان به مالک این حق داده است.

همچنان با ایده خاطر نشان گردید که مطلق روال معمول تدارکات در ایالات متحده آمریکا، ارایه آزمایش توسعه شخص با شرکت اربای کننده و پذیرش آن توسعه بخشی با هدف تقویت یا منحصربه‌فرد قرارداد مورد امضا و انجام ساخته شد. حکم قرارداد را دادار و به همین دلیل هر سند ضمیمه منحیت قرارداد رسمی محسوب می‌گردد. همچنین قابل ذکر است که مطابق ورق تشخیصی ضمیمه شده با هر قرارداد، به وکیل حقوقدان از جایگزین سفارت افغانستان صلاحیت داده شد که این قراردادها را به منظور حفظ محرومیت یافته های شرکت‌های اجرا کننده به نتیج از سفارت امضا نماید.

همچنان قرارداد سوم با شرکت اربای دهنده خدمات حفاری و تشت خاک به امر اسلامی سید. هر سند شرکت مذکوری کار محدود را به بخش تخریب و دیوارسازان داده نشده باشد. با توجه به در احجام و ماهیت برخی قراردادی ها، هزینه‌های مذکور افزایش یافته ولی مابغه ضمیمه هر قرارداد می‌باشد.

در عین حال با توجه به حقوقدان سیاسی شدن قضیه باک کاری و باپارت مازی دیوبار مخربه، سفارت به تداوم مشوره تحقیقی کننده مشترک معیار مشوره که بخشی از بخش‌های از آن مذکر می‌نماید. در صورتی که شرکت مذکور به دلیل عدم دریافت هزینه‌ها قرارداد خود را امضا نماید، این عمل به عنوان عدم تعهد و ارادة دولت افغانستان برای رسیدگی به قضاوت نتیجه‌گیری و اعتبار دولت را نگرفته‌ست.
سفارت جمهوری اسلامی افغانستان
واشنگتن دی سی - ایالات متحده آمریکا

5 افغانستان اسلامی جمهوریت سفارت
وشنگین در سی - 5 آمریکا متعدد ایالات

افغانستان را به شکل چندی خدش دار می‌سازد و از لحاظ سیاسی و حقوقی انزی دولت افغانستان بازندی اصلی این قضیه خواهد بود.

طوریکه در مکاتبات قبلی شماره 121 مورخ 20 حمل 1398، 126 مورخ 24 حمل 1398، 22 مورخ 15 حمل 1398 و 185 مورخ 11 خور 1398 نیز تذکر رفت، وجدام در حسابات سفارت موجود نبست و نیاز است که جوهر متذکره به شکل عادی به حساب بازی سفارت انتقال گردد. نامه مورخ 26 جون 2019 و کل سفارت تذکر داده است که جهت های شرکت های ایرانی دهنه خدمات به سفارت برای پیشینه از 2 هفته پرداخت نگردده و لازم است که دولت افغانستان به زودترین فرصت بل های متذکرکه را پرداخت نماید.

خواهشمند است در زمینه پرورس سه سند دیل و ارسال وجوه لازمه همکاری نموده امتنان بخشند.

۱- قرارداد سرویس با شرکت VIKA شماره G5675 به مبلغ مهمعی 8800 دلار امریکایی و اضافه کاری 2950 دلار

۲- قرارداد مشوره تخصصی با شرکت KCE شماره APR 2019-C به مبلغ مهمعی 50000 دلار امریکایی. مطالب بل های شرکت متذکر مبلغ مهمعی 18738.75 دلار باید به شرکت متذکرکه پرداخت گردد (شرح اضافه کاری در سند ضمیمه شده ب قرارداد).

۳- قرارداد انجام تحقیق، نمودن برداری خاک و تست خاک با شرکت ECS شماره 2222 مجموعی 12750 دلار امریکایی.

با انح광رهم
رویا رحمانی
سفیر کبیر و نماینده فقی الحداد

کابینه‌ها:

- ریاست متعین محترم دفتر متعین محترم وزارت (بدون ضمیمه).
- دفتر متعین محترم اداره و منابع (بدون ضمیمه).
- دفتر متعین محترم سیاسی (بدون ضمیمه).
- ریاست متعین پنجم سیاسی (بدون ضمیمه).
- مدیریت محترم املاک و حفظ و مراقبت (بدون ضمیمه).

Pajhwok Afghan News
2341 Wyoming Ave. NW Washington DC 20008
Tel: 202-483-6410 Fax: 202-483-6488 Email: info@afghanembassy.us URL: www.afghanembassy.us
Facebook: Embassy of Afghanistan Washington DC Twitter: Embassy of AFG
<table>
<thead>
<tr>
<th>صفحه</th>
<th>موضوع</th>
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</thead>
<tbody>
<tr>
<td>2</td>
<td>ضمیمه ۱. قرآن‌دادر سروی، بل های سروی و شرح اضافه کاری</td>
</tr>
<tr>
<td>21</td>
<td>ضمیمه ۲. قرآن‌داده مشوره‌های مusterity، و بل های مشوره‌های مusterity</td>
</tr>
<tr>
<td>29</td>
<td>ضمیمه ۳. قرآن‌داده حفایری، نمونه برداری و تست خاک</td>
</tr>
<tr>
<td>37</td>
<td>ضمیمه ۴. نامه‌های شرکت حقوقی به ارتباط ضرورت عقد قرآن‌داده با شرکت VIKA و شرکت KCE به شکل عاجل برای جلوگیری از خسارات بیشتر و آمارگی برای دفاع در محکمه به دلیل احتمال قوی رفتن قضیه به محکمه توسط وکیل حقوقی همسایه و همچنان ضروری بودن استفاده شرکت انجیری برای نظارت از بروزه و همچنان ضرورت برداخت بل های معروف District of Columbia بر مبنای روال معمول نزد ادارات دولتی شرکت های متنگر</td>
</tr>
<tr>
<td>44</td>
<td>ضمیمه ۵. مکاتبات از طریق ایمیل مبتنی بر ضروری بودن امضای قرآن‌داده‌های مشوره‌های معتبر و قرآن‌داده سروی و اجازه رسمی سفارت به وکیل حقوقی به منظور امضای قرآن‌داده‌های متنگر به نیابت از سفارت</td>
</tr>
</tbody>
</table>
شماره قرارداد: G5675

قرارداد کننده: شرکت حقوقی DLA Piper

قراردادی: شرکت سرمایه گذاری VIKA

موضوع قرارداد: ارائه خدمات سرویسی تعمیرات حدود اربعه و (اضافه کاری) تعیین موقعیت خدمات شهری مانند آب، برق، گاز، تلفن و فاضلاب

بلغ قرارداد: 880 هشت هزار و هشتصد دالر امریکایی (با احتساب اضافه کاری مبلغ 175 دلار امریکایی)

نوت: در آگاهی کار پروپری بر اساس تصمیم جمیع تمی کاری سفارت و مبتنی بر مشوره حقوقی و کلی سفارت، به منظور حفظ حریم "Attorney Client Privileged" یافته های شرکت ساختاری مشورت دهنده (VIKA) و کلیت سرویس (KCE) یا باید یافته های دو شرکت تحت شرایط مخصوص و محفوظ و کلیت و مولک (قرار می گیرند). هدف اساسی این بود که در صورتی که و کلیت حقوقی اینان مسترد یا به محکم یکدیگر تحت شرایط "Client Privileged" رگید، یافته های مشاورین سفارت بر علیه سفارت قابل استفاده نباشد و در صورتی که سفارت تصمیم بگیرد برای دریافت غرامت همسایه را به محکمای محکم و مدیر از معلومات چنین آوری شده وجود داشته باشد.

به منظور تحقیق امر فوق و حفظ حریم "CLIENT PRIVILEGED" یافته های شرکت حقوقی به نیابت از سفارت امضا نماید.

در حالتی تمامی مراذلات بعدی به شمول پرداخت مصروف به قراردادی ها مستقیماً توسط سفارت صورت می گیرد. به همین منظور، Frederick L. Klein طبق آمایی VIKA قرارداد ضمیمه با شرکت VIKA توسط آقای Frederick L. Klein ضمیمه شده است.

در عین حال باید خاتم نشانات ساخت روال معمول تدارکات در ایلات متحد امریکا برای خدمات انتقالی مانند این پروپری، ارائه آفریدی شرکت با شرکت ارائه کننده و پذیرش آن توسط شخص به نام قرارداد کننده می باشد و آنچنان و قبول از طرفین حکم قرارداد یا ایفا می نماید. به همین دلیل سند ضمیمه می نماید توسط ضمیمه قرارداد رسمی محصول می گردد.

اضافه کاری: بعد از غرور و بررسی و به دلایل متعدد که در مکانیک تکلیف تذکر رفت، تمی کاری سفارت تصمیم اتخاذ نمود تا به منظور اجرای اقدامات با اینداکیت باید اساسی مؤقتی با هزینه بین 300000000 دالر امریکایی، مستقیماً کار بازسازی دامی دیوار را آغاز نماید. به همین منظر لازم بود تا این منظر و هم در مکانیک همسایه خاک نمونه برداری و تست و محقق بگردد. به همین منظر لازم بود تا مکان و موقعیت دقیق خدمات شهری مانند لين بريق، آب، گاز، تلفن، فاضلاب و ... در هر دو مکان مشخص گردد. تشخیص، خط اندازی ساخات و تهیه نقشه های تخصصی از موقعیت خدمات فوق باعث افزایش حجم کاری شرکت سرویس و افزایش هزینه ها گردد. البته شرح بیشتر موضوع مذکور در سند ضمیمه می باشد.

- ضمیمه 18 ورق.

tingham

صفحه 2 از 67

ضمیمه 1

تمام شرکت اول سفارت

(ب)
April 2, 2019

Islamic Republic of Afghanistan
c/o DLA Piper LLP (US)
500 Eighth Street, NW
Washington, DC 20004

Attention: Frederick Klein

Re: Afghanistan Embassy
Lot 20, Square 2522
Washington, DC
VIKA Proposal #G5675

Dear Fred,

VIKA Maryland, LLC is pleased to submit herewith our proposal to provide Survey services on the above referenced project located in Washington, DC. The specific scope of services is outlined below.

PROJECT ASSUMPTIONS

In preparing the proposal, the following is assumed:

1. The lump sum fees in this proposal are based upon all work for each task being accomplished during a continuous operation and one set of final drawings will be prepared for the project. VIKA Maryland, LLC reserves the right to renegotiate this contract should the work for a task be phased or interrupted.

2. Your office will take the lead in overall project coordination and furnishing all site access required to perform this work.

3. Any services that you may require and are not included within the Scope of Services will be conducted on an hourly basis or pre-negotiated lump sum fee, once you have provided authorization through an Additional Services Agreement, which will be considered an Addendum to this contract.

4. All meetings and consultations with client, title/land use attorney, other consultants and agencies (unless otherwise noted herein), are to be conducted on an hourly basis and billed at VIKA Maryland, LLC hourly billing rates included in Attachment A herewith.

5. VIKA’s policy on release of digital/electronic files or disks is that they be released only to your designee who is a licensed engineer or surveyor, and only after they have provided the appropriate release form to VIKA.

SCOPE OF SERVICES

1. Survey to Mark (S) .................................................................................................................................................... $8,800

Under this line item, we will prepare an official “Survey to Mark” survey of Lot 20, Square 2522, that will be recorded in the Office of the D.C. Surveyor. It is anticipated that the DC Office of the Surveyor will require us to establish the boundary lines along Wyoming Avenue from 24th Street to 23rd Street and establish 24th Street from Wyoming Avenue to Kalorama Road.
Due to the nature of this site and current conditions, we will be required to use our laser and scanning equipment in order to safely locate the walls, garage and other site features. This survey will require us to meet with the Supervisor at the DC Office of the Surveyor, review our boundary determination and address any comments that may arise. Once the boundary determination is reviewed and approved by the DC Office of the Surveyor, we are required to prepare a color coded worksheet of the area. We are also required to prepare a "Certified Survey" of our final determination. Both the color worksheet and certified survey will be recorded in the Office of the Surveyor for the District of Columbia. This task includes all field work, office work and recording fees.

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: engineering, planning or landscape designs, entitlement studies, rezoning plans and documents, final engineering documents, signalization plans/traffic studies, traffic control signage or pavement marker plans, design coordination or permit acquisition with State and Local jurisdictions, phasing plans, excavation plans, dewatering plans, specifications, structural design, wetland studies or delineations, subdivision or condominium plats, detailed topographic survey and below grade utility as-builds, utility sweeps, construction management, parking studies/plans, geotechnical engineering, materials testing, soil borings or test pit stakeout, tree locations, recordation or filing fees, environmental site assessment, hazardous materials delineation, permitting analysis, earthwork estimate calculations, sanitary sewer capacity or water model analysis, acoustical engineering, archeological studies, off-site culvert analysis, FAA coordination/approval, and NOI permits.

If this proposal and the enclosed Attachments A, B & B1, and C, dated April 2019 are acceptable and outline our complete agreement, please signify your acceptance by signing in the space provided and returning a copy to our office.

We appreciate the opportunity to present this proposal and look forward to continuing working on this project with you.

Sincerely,

VIKA Maryland, LLC

[Signature]

Harry L. Jenkins, L.S.
Senior Division Surveying Manager

[Signature]

David F. Unger, II, L.S.
Vice President/Director of Surveys

ACCEPTANCE

We, Islamic Republic of Afghanistan, in consideration of the terms and conditions of this proposal which are fully set forth herein, including Attachments A, B & B1, and C, dated April 2019, do hereby accept these documents as our complete agreement.

Accepted By: [Signature] Date: 4-18-19

F.L. [Print Name] Title: [Title]
The following is a listing of VIKA's professional services rates for professional, messenger, and reprographic services. These rates will remain in effect for one (1) year following the date of the contract, after which time they may be adjusted to reflect our current labor and overhead costs.

### PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expert Research &amp; Testimony</td>
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<tr>
<td>Principal</td>
<td>$260</td>
</tr>
<tr>
<td>Principal Associate</td>
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</tr>
<tr>
<td>District of Columbia Registered Surveyor</td>
<td>$240</td>
</tr>
<tr>
<td>Senior Division Surveying / Engineering / Planning Manager</td>
<td>$230</td>
</tr>
<tr>
<td>Director of Planning / Landscape Architecture / Engineering / Land Surveying</td>
<td>$230</td>
</tr>
<tr>
<td>Senior Planning Manager</td>
<td>$200</td>
</tr>
<tr>
<td>Senior Associate</td>
<td>$220</td>
</tr>
<tr>
<td>Associate</td>
<td>$180</td>
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<tr>
<td>Senior Project Manager</td>
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<tr>
<td>Project Manager</td>
<td>$140</td>
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<tr>
<td>Assistant Project Manager</td>
<td>$120</td>
</tr>
<tr>
<td>LIDAR / Scanner Project Manager</td>
<td>$180</td>
</tr>
<tr>
<td>Senior Project Engineer/LA/Planner/Surveyor</td>
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<td>Senior Engineer/LA/Planner/Surveyor</td>
<td>$150</td>
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<tr>
<td>Project Engineer/LA/Planner/Surveyor</td>
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<tr>
<td>Design Engineer/LA/Planner/Survey Technician</td>
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<tr>
<td>Senior CAD Designer</td>
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<tr>
<td>Project CAD Designer</td>
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<td>CAD Designer</td>
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<td>Senior Administrative Assistant</td>
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<tr>
<td>Survey Crew</td>
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<td>Survey Crew 1 Man Robotic</td>
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<tr>
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<td>LIDAR / Scanner / BIM / UAS Survey Tech</td>
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<tr>
<td>2 Man Survey Night Crew</td>
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<tr>
<td>3 Man Survey Night Crew</td>
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<tr>
<td>1 Man Disaster / Hazard Survey Crew (Robotic)</td>
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<tr>
<td>3 Man Disaster / Hazard Survey Crew</td>
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<tr>
<td>Certified Arborist</td>
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<tr>
<td>LEED Consultant</td>
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<td>SUE Survey/Design Crew</td>
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<td>DUE 1, Dry Utility Senior Project Manager</td>
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</tr>
<tr>
<td>DUE 3, Dry Utility Designer / CAD</td>
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</tr>
<tr>
<td>DUE 4, Dry Utility Administrative Assistant</td>
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</tr>
<tr>
<td>DUE 5, Dry Utility Project Principal / Electrical P.E.</td>
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</tbody>
</table>

### DIGITAL/REPROGRAPHIC SERVICES

**PRINT CHARGES FOR LARGE FORMAT DOCUMENTS (cost per square foot)**

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAD Plot / Copy – B/W on Bond</td>
<td>$0.40</td>
</tr>
<tr>
<td>CAD Plot / Copy – B/W or Color on Ink Jet Bond</td>
<td>$1.95</td>
</tr>
<tr>
<td>CAD Plot / Copy – B/W or Color on Mylar</td>
<td>$3.95</td>
</tr>
<tr>
<td>CAD Plot / Copy – Color graphic images on Ink Jet Bond</td>
<td>$9.00</td>
</tr>
<tr>
<td>CAD Plot / Copy – Color graphic images on Ink Jet Glossy Presentation</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

**PRINT CHARGES FOR DOCUMENTS UP TO 31" X 17" (cost per page)**

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Digital Laser Print – B/W and Color</td>
<td>$1.20</td>
</tr>
</tbody>
</table>

**SCANNING CHARGES (cost per square foot)**

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scan to File B/W</td>
<td>$0.50</td>
</tr>
<tr>
<td>Scan to File Color</td>
<td>$0.75</td>
</tr>
<tr>
<td>MOUNTING (cost per square foot)</td>
<td>$5.25</td>
</tr>
<tr>
<td>Foam Core</td>
<td>$6.25</td>
</tr>
<tr>
<td>Gator Board</td>
<td>$0.25</td>
</tr>
</tbody>
</table>

**MESSENGER AND OTHER SERVICES**

Multipage service, filing fees, and reprographic services not listed above will be billed at cost plus 10%. Printing and record copy fees charged to VIKA by utility companies will be billed at the direct cost to the client. Leasing of special equipment will be at direct cost plus 10%.
These Standard Terms and Conditions are incorporated into the foregoing agreement or proposal (the “Agreement”) between VIKA Maryland, LLC, VIKA Maryland, LLC and/or VIKA Capital, LLC (VIKA), as the case may be 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.

1.0 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 agrees in writing. Additionally, VIKA shall have the option of canceling a VIKA proposal at any time prior to the original or extended expiration date of the proposal as long as there is no fully executed Agreement in effect at the time of such cancellation. 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") with respect to that Project.

The VIKA proposal and these terms and conditions shall also apply and be binding even if the Client has not returned an executed copy but has requested that VIKA begin work, and receives work from VIKA performed in accordance with this Agreement.

2.0 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 expressly sealed by a professional currently employed by VIKA.
c. To provide legal, accounting, insurance, or other consulting services not listed in VIKA’s current Professional Services Summary available at www.vika.com.
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.
g. Geotechnical consulting or structural engineering services.
h. Wetlands and/or any environmental services.

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, deeds, 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.

3.0 CLIENT’S RESPONSIBILITY
Client agrees to provide full reliable information regarding its requirements for the Project and, at its expense, shall furnish VIKA with the information, surveys and reports, if any, listed on attached Schedule B-1. In addition, Client agrees to provide, VIKA at Client’s expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project, as may be ascertained from time to time, by Client in connection with the Project or VIKA’s work on the Project ("VIKA’s Work"). Client shall designate a Project Representative authorized to act on behalf of Client with respect to the Project and/or this Agreement and agrees to render any decisions promptly to avoid unreasonable delay to the Project and the performance of VIKA’s Work. It will be the responsibility of the Client to obtain permission for VIKA, its employees and Subcontractors, to enter onto the Project property to perform Engineering and Surveying Services in accordance with the scope of this Agreement.

4.0 REIMBURSABLE EXPENSES
Unless otherwise specified in the Agreement, Client shall reimburse VIKA for all expenses, and specified subcontract services reasonably incurred by VIKA in connection with the performance of professional services for Client, plus ten percent (10%) except for printing services, which will be reimbursed in accordance with Schedule A.

Such expenses may include, but are not limited to, the following: transportation expenses; messenger services; meals and lodging in connection with travel; long distance telephone charges; data processing expenses; extraordinary photograhic expenses; rental of special equipment; 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 completed at the request of Client; fees and expenses and subcontract services of special Consultants 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.

5.0 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 in 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, construction specification preparation, revisions to previously prepared plans, cost estimating, construction inspection, completion certifications, changes in the Scope of Services and revisions requested by the Client, Owner, Architect, or necessitated by a change in the approving agency’s codes, policies, or guidelines.

6.0 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 of additional services under the Agreement and in such event, such decisions or requests are binding on Client. 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 6, by giving seven (7) days advance written notice to VIKA.

7.0 DUTIES AND STANDARD OF CARE
VIKA agrees to provide those professional engineering, surveying, and/or 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 7 to each and every third party to whom the Client transmits any part of VIKA’s plans, specifications, details, calculations, or reports.

VIKA shall make reasonable effort to meet current Fair Housing and Americans with Disabilities Act (ADA) requirements with respect to this proposal; however, due to the ambiguity of the rules and regulations associated with this law, VIKA does not guarantee total compliance.

If a situation arises that causes VIKA to believe compliance with Client’s directives would be contrary to sound engineering practices, would violate laws, regulations or codes, or will expose VIKA to legal claims or charges, VIKA shall so advise Client. If VIKA’s professional judgement is rejected, VIKA shall have the right to terminate its Services in accordance with the provisions of Section 20.0, below.

8.0 CONSTRUCTION REVIEW
Adequate observation by qualified personnel of site construction is considered essential for successful completion and performance of projects. The Client shall provide adequate site observation, inspection and materials testing services for all matters in which it uses VIKA 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 is agreed that visits to the job site by the designer or his/her 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/her work.
12.0 ACCESS TO THE SITE AND PERMITS
Client agrees to provide all permits and permissions necessary for the completion of VIKA's services under this Agreement at no cost to VIKA. VIKA and VIKA's employees shall have access to the Project site at all reasonable times and shall be permitted to perform surveying procedures and photograph the Project during construction and upon completion for its records and future use.

13.0 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 or other discipline. 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 to other disciplines' final drawings or in response to agency comments.

14.0 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 the Client be able to locate the information given in the contract documents. VIKA will provide the Client with a color-coded map of the Project showing all critical dates and milestones.

15.0 CONSTRUCTION ESTIMATES
It is expressly understood and agreed that, should VIKA be requested to prepare earthwork quantity estimates or pricing, VIKA's services are not guarantees of actual quantities or prices, but engineering estimates of quantities shown on certain plans including grading concepts. As such, VIKA shall not be held responsible for earthwork quantities and/or earthwork balances, nor for any other quantity and/or cost estimates prepared by VIKA.

16.0 GEOTECHNICAL STRUCTURAL AND WETLAND STUDIES DESIGN AND INVESTIGATIONS
It is expressly understood and agreed that VIKA shall not be responsible for any soil studies, geotechnical engineering stability analysis, prediction of the project's behavior, or design of underground systems, or any other design, except for the design of those systems to handle any subsurface water that may affect the Project. Further, it is expressly understood and agreed that the Client will retain a geotechnical engineering firm for the purpose of performing investigations, preparing designs, and providing timely direction and providing all geotechnical engineering aspects of the Project and a certification that VIKA's design meets geotechnical engineer specifications. It is also expressly agreed to and agreed that VIKA shall have no responsibility for adequately defining the scope of required geotechnical engineering services. The Client shall engage a geotechnical engineer to independently review VIKA's design and provide a certificate that it meets the recommendations and specifications of the final geotechnical report.

17.0 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.

10.0 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, and etc. ("Materials") prepared by VIKA, 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. Any digital information furnished to the Client shall not be released by the Client or furnished to third parties without the expressed written permission of VIKA and Client's account being current. Unless otherwise specified, VIKA will develop and store digital copies of its work product for use by the Client. These files will be maintained for a period of three (3) years from the date of substantial completion of VIKA services.

There will be no obligation on VIKA's part to deliver the work product or Materials to the Client 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 the material or modifications to such by parties other than VIKA, without VIKA's written consent. Any digital information furnished to the Client shall not be revised by the Client or furnished to third parties without the expressed written permission of VIKA.

The Client agrees to hold harmless and indemnify VIKA against all claims, liabilities, and/or costs, including, but not limited to, attorney's fees, arising out of or in any way connected with any modification, misuse, or use by others of the work product provided by VIKA to Client under this Agreement. VIKA retains the right to retain electronic copies of its work performed hereunder and to remove from electronic copies provided to the Client all certifications and professional seals of VIKA personnel.

19.0 SAFETY
a. Unless expressly agreed to in writing in its Proposal, CLIENT agrees that VIKA shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that VIKA personnel may rely on the safety measures provided by the General Contractor.

b. In the event VIKA assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

20.0 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 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, available limits, and conditions of such insurance. No employee or agent of VIKA shall have any individual personal legal liability to, or in excess of, VIKA's liability as described under these Standard Terms and Conditions.

It is understood that VIKA has no liability arising from this contract or the work involved, except as otherwise set forth herein. Liability of VIKA, if any, for back charges arising from construction conditions is wholly dependent upon written notification to VIKA prior to the initiation of any corrective work, or within thirty (30) days from the occurrence, whichever date occurs first. 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 a necessary corrective work. Recovery for any consequential damages, delay, impact, interference, or inefficiency is expressly waived.

21.0 Certificate of Merit:
Client agrees it will assert no claim for professional negligence, either directly or in a third-party claim, against VIKA, unless Client has asserted a condition precedent, first provides VIKA with a written certification executed by an independent design professional currently practicing in the same state and discipline as VIKA. This written "Certificate of Merit" shall (i) contain the name and license number of the certifier; (ii) specify the acts or omissions that the certifier contends are not in conformance with the standard of care of a professional performing professional services under similar circumstances, in a similar locality, and at a similar point in time; and (iii) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to this professional standard of care. This Certificate of Merit shall be provided to VIKA not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration, mediation, or judicial proceeding and shall take precedence over any existing state law in force at the time of the claim or demand for arbitration, mediation, or judicial proceeding.

22.0 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. VIKA will further invoice up to ninety-five percent (95%) after it 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 equal to the lesser of one and one-half percent (1.5%) of the amount of the invoice due or one hundred percent (100%) per month or the maximum rate of interest permitted by law, 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 may be suspended by VIKA unless otherwise agreed to by VIKA 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 for termination of this Agreement, if VIKA so chooses.

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

If the Client requests VIKA to perform its work in a time frame beyond the normal forty (40) hour work week, VIKA will attempt to comply with such request, however, its fees shall be subject to adjustment as agreed upon by the parties and all VIKA personnel cost shall be invoiced at one and one-half (1 1/2) times the normal billing rate unless other arrangements are made in writing executed by VIKA and Client.

23.0 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 its right to terminate only if it has made all payments due and owing to VIKA as provided in this Agreement.

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.

24.0 PROJECT SUSPENSION, ABANDONMENT, AND RESUMING
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.
Moreover, in the event the Project is resubmitted, VIKA may require an additional re-start or mobilization fee, the terms of which must be agreed to by the parties, before VIKA resumes its work.

25.0 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.

26.0 THIRD PARTY CLAIMS EXCLUSION
Client and VIKA agree that the Services are performed solely for the benefit of the Client and are not intended by either Client or VIKA to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third-party beneficiary to this Agreement. No third-party shall have the right to rely on VIKA’s opinions rendered in connection with VIKA’s Services without written consent from both Client and VIKA, which shall include, at a minimum, the third-party’s agreement to be bound by the same Terms and Condition’s contained herein and third-party’s agreement that VIKA’s Scope of Services performed is adequate.

27.0 DISPUTE RESOLUTION
a. All claims, disputes, or controversies (“Disputes”) arising out of, or in relation to the interpretation, application, or enforcement of this Agreement shall be decided as follows. Complying (or showing that a good faith effort to comply) with these dispute resolution terms is a pre-condition to filing suit.

(i) Client and VIKA agree to attend a dispute resolution meeting within fourteen (14) days of the identification of the dispute, to negotiate the dispute in good faith and to have each party’s representative have the authority to resolve the dispute on behalf of that party.

(ii) Should the dispute resolution meeting fail to resolve the dispute, Client and VIKA agree to promptly mediate the dispute using a mediator acceptable to both parties, to negotiate in good faith and to equally share the cost of the mediation.

(iii) Should the mediation fail, or should it never occur than either party may initiate litigation, however, the party that initiates the litigation must show compliance or a good faith compliance effort with respect to the dispute resolution meeting and/or mediation.

b. In the event that Client institutes legal action 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, or if VIKA brings a substantially successful legal action or arbitration claim against Client, Client agrees to reimburse VIKA or pay any and all costs incurred by VIKA, including attorneys’ fees, expert witnesses, fees and court or arbitration costs, and any and all expenses of the legal proceedings that were incurred by VIKA, immediately following dismissal of the case or immediately upon judgment being rendered on behalf of VIKA.

28.0 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 hereunto.

29.0 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.
SCHEDULE B-1

Items to be provided by Client
unless specifically included in the Scope of VIKA Services

1. Boundary, topography, title report, and ALTA.
2. Digital backgrounds of all building plans, elevations, sections and details prepared by architect
   and their associated design subcontractors (i.e. MEP, Structural). ACAD backgrounds provided
   by other team members for use by VIKA shall be formatted for easy reference.
3. Building data (i.e., GFA, NFA, height, type of construction, use group classification, number of
   stories, footprint area, etc.).
4. Building utility connections with size and invert.
5. Building water demands and meter size.
6. Required fire flow and location of fire walls.
7. All agency review and permitting fees.
8. Wetlands delineation and permits.
9. All environmental, archeological and endangered species data.
11. Traffic data and studies and signalization designation.
12. Lighting plan / photometric study.
13. Irrigation plan.
14. Landscape / hardscape plan.
15. Private utility mapping and designation.
16. Dry utility investigation / design.
17. Offsite letters of permission / easements.
18. Legal counsel.
20. FAA Certification.
21. Required ADA site entrances and routes and independent ADA consultant review of VIKA site
design.
Attachment C

How may we reach you? In an effort to make sure we reach the appropriate people and have all of the necessary information you need to process our invoices; please consider filling out the following information:

Introduce us to your Project Manager for this project:

Name: ___________________________

Title: ___________________________

Email: ___________________________

Phone number: ____________________

Is there a specific person, other than the person above, who should receive the invoices for this project?

Name: ___________________________

Title: ___________________________

Email: ___________________________

Phone number: ____________________

Should the invoices be addressed per the contract?

Is there any additional information that we should provide on our invoice that would be helpful for you?

PO Number: _______________________

Project Number: ___________________

Other: ___________________________
VIKA Maryland, LLC
20251 Century Boulevard, Suite 400
Germantown, MD 20874
(301) 916-4100/Fax (301) 916-2262

Invoice

PROJECT BILLING CONTACT
FREDERICK KLEIN
ISLAMIC REPUBLIC OF AFGHANISTAN c/o
DLA PIPER LLP
500 EIGHTH STREET, NW
WASHINGTON, DC 20004
FREDERICK.KLEIN@DLAPIPER.COM

Invoice Date: June 19, 2019
Invoice #: 14122

PROJECT MANAGER CONTACT
FREDERICK KLEIN
ISLAMIC REPUBLIC OF AFGHANISTAN c/o
DLA PIPER LLP
500 EIGHTH STREET, NW
WASHINGTON, DC 20004
FREDERICK.KLEIN@DLAPIPER.COM

Re: VM50355A
AFGHANISTAN EMBASSY #GS675
Professional Services through May 31, 2019

<table>
<thead>
<tr>
<th>Task#</th>
<th>Task Description</th>
<th>Contract Amount</th>
<th>Billed %</th>
<th>Fee Earned</th>
<th>Prior Billed</th>
<th>Current Billing</th>
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<tbody>
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<td>001</td>
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<td>002</td>
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<td></td>
<td>$6,230.00</td>
<td>$0.00</td>
<td>$6,230.00</td>
</tr>
<tr>
<td></td>
<td>DIGITAL/REPROGRAPHIC/REIMBURSABLES</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL THIS INVOICE

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Fee Earned</th>
<th>Current Billing</th>
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<tbody>
<tr>
<td>$23,800.00</td>
<td></td>
<td>$7,550.00</td>
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</tbody>
</table>

Total this Invoice $7,550.00

AGED STATEMENT OF ACCOUNT AS OF INVOICE DATE

<table>
<thead>
<tr>
<th>This Invoice</th>
<th>&lt;30 Days</th>
<th>31-60 Days</th>
<th>61-90 Days</th>
<th>91-120 Days</th>
<th>&gt; 120 Days</th>
<th>TOTAL DUE</th>
</tr>
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<tbody>
<tr>
<td>$7,550.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

INVOICES EMAILED TO:
### Detailed Invoice Backup

**VIKA Maryland LLC**

**Project:** VMS0355A  
**Embassy:** AFGHANISTAN EMBASSY #G5675  
**Professional Services through May 31, 2019**

<table>
<thead>
<tr>
<th>TASK #</th>
<th>DESCRIPTION</th>
<th>DATE</th>
<th>HOURS</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>SURVEY TO MARK</td>
<td>05/31/2019</td>
<td>2.00</td>
<td>230.00</td>
<td>460.00</td>
</tr>
<tr>
<td>002</td>
<td>HB - SITE SURVEYING AS REQUESTED</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>SR DIV SURVEY/ENGINEER/PLAN MGR</td>
<td>05/31/2019</td>
<td>2.00</td>
<td>220.00</td>
<td>440.00</td>
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<tr>
<td>23</td>
<td>SENIOR ASSOCIATE</td>
<td>05/20/2019</td>
<td>0.50</td>
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<tr>
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Invoice Date: 06/19/2019
Invoice #: 14122
**VIKA VIRGINIA LLC**  
8180 Greensboro Drive, Suite 200  
Tysons, Virginia 22102  
(703) 442-7800 / Fax (703) 761-2787

---

**PROJECT BILLING CONTACT**  
FRED KLEIN  
DLA PIPER, LLP (US)  
500 EIGHTH STREET, NW  
WASHINGTON, DC 20004  
FREDERICK.KLEIN@DLAPIPER.COM

---

**PROJECT MANAGER CONTACT**  
FRED KLEIN  
DLA PIPER, LLP (US)  
500 EIGHTH STREET, NW  
WASHINGTON, DC 20004  
FREDERICK.KLEIN@DLAPIPER.COM

---

**Re: VV8135A AFGHAN EMBASSY**  
Professional Services through May 31, 2019

---

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**TOTAL THIS INVOICE**  
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$5,200.00  
$0.00  
$5,200.00

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**AGED STATEMENT OF ACCOUNT AS OF INVOICE DATE**

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**INVOICES EMAILED TO:**  
FREDERICK.KLEIN@DLAPIPER.COM

---

صفحه 15

ضيافة 1

ملاحظة: document contains a mix of English and Arabic text.
**VIKA Virginia LLC**

**Detailed Invoice Backup**

To:  
PROJECT BILLING CONTACT:  
FRED KLEIN  
DLA PIPER, LLP (US)  
500 EIGHTH STREET, NW  
WASHINGTON, DC 20004  
FREDERICK.KLEIN@DLAPIPER.COM

AFGHAN EMBASSY  
Professional Services through May 31, 2019

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**Total this Invoice**  
$5,200.00
Vika Contract

Klein, Frederick L. <frederick.klein@dlapiper.com>  Wed, May 29, 2019 at 6:29 PM
To: "Barakatullah ("Barakat") Rahmati (b.rahmati@afghanembassy.us)" <b.rahmati@afghanembassy.us>, "Yama Nezam (yama.nezam@gmail.com)" <yama.nezam@gmail.com>
Cc: Madina Qasimi <m.qasimi@afghanembassy.us>, Jahid Banoori <j.banoori@afghanembassy.us>, Abdullah Khodadad <a.khodadad@afghanembassy.us>, Roya Rahmani <amb rahmani@afghanembassy.us>, "Medzhibovsky, Leon" <leon.medzhibovsky@dlapiper.com>, "Allyn E. Kilseimer (Allyn@kcestructural.com)" <Allyn@kcestructural.com>

Please see attached. We need more detailed assistance from Vika than we had originally anticipated, and here is a revised proposal. Allyn and I both recommend that you proceed with this. As before, with your authorization, DLA Piper can countersign this proposal on your behalf. We need to proceed with this promptly.

Fred

Frederick L. Klein
DLA Piper LLP (US)
1-202-799-4101

From: Harry Jenkins, L.S. <hjenkins@vika.com>
Sent: Wednesday, May 29, 2019 1:14 PM
To: Klein, Frederick L. <Frederick.Klein@us.dlapiper.com>
Subject: RE: Afghanistan Embassy - Signed Vika Contract

[EXTERNAL]

Fred,

I have attached an ASA which combines the work from our three offices that Allyn has ordered over the past couple of weeks. With the additional utility work today, our total is about 10k. I put a budget amount of 15k to cover any additional items Allyn might ask for moving forward. Please let me know if you have any questions.

Thx

Harry
Senior Division Surveying Manager

https://mail.google.com/mail/u/2?ik=98f5da14f3&view=pt&search=all&permmsgid=msg-f%3A1634907192551925982&simpliedmsg-f%3A163490719255...
AGREEMENT TO PROVIDE ADDITIONAL SERVICES

Islamic Republic of Afghanistan

c/o DLA Piper LLP (US)
500 Eighth Street, NW
Washington, DC 20004

DATE: May 28, 2019
PROJECT NAME: Afghanistan Embassy
VIKA JOB #: VM50353A.2
EMAIL: Frederick.klein@dlapiper.com

ATTN: Frederick Klein

It has come to our attention that certain additional professional services are now required from our staff that were not included in our contract. In an effort to continue proceeding expeditiously with your project, and in accordance with the extra work and/or additional services section of our contract, we propose to provide the following extra work for the quoted fee.

2. Site Surveying as Requested (S) ........................................................................................................ Hourly Budget $15,000

As requested by Allyn Kilshimer at KCE, our staff will establish the approximate boundary lines, prepare a topographic survey on a portion of the property, the adjacent property and provide locations of key points on the building, garage and wall. We will also provide sub surface locations of utilities within the wall area. Do to the nature of this project and possible further wall collapse issues, we will utilize our laser and scanning equipment for these tasks.

This task also includes any additional survey items that may be requested by KCE.

Our fee for these services will be invoiced as additional services (extra work) in accordance with the terms of our contract.

This Additional Services will not be completed until either a written notification to proceed has been received by VIKA and/or a Change Order/Purchase Order has been received by VIKA, unless alternative contract arrangements have been made.

Alternatively, if you desire work to commence prior to your office issuing the Change Order/Purchase Order, VIKA will commence work only upon receipt of an e-mail providing direct notice to proceed from an authorized Client Representative.

If you desire to make any other arrangement for these services, please notify our office immediately. This proposal for additional services shall be deemed as accepted by the Client even if the Client has not returned an executed copy, but has indicated that he/she expects VIKA to begin the work outlined herein, and/or receives work from VIKA performed in accordance with this agreement.

If you have any questions, please feel free to give me a call.

VIKA Maryland, LLC

David F. Unger, Jr., L.S.
Vice President/Director of Surveys

VIKA Maryland, LLC

VIKA Maryland, LLC
In response to your email just before noon today, I asked Harry Jenkins for some more detail on the work Vika has already done for your government, and the reasons why he submitted an additional proposal. Please see below. I have read Harry’s explanation and I think it is reasonable and appropriate, given the level of complexity associated with this assignment. The data that Vika is assembling, and its field work, will help us with both the temporary and final repairs and improvements, per your instructions. Vika has been very responsive and as I told you at the beginning when we retained Vika, I believe it is the best civil engineering/surveying firm in this region, and the most qualified for this difficult assignment. Please let me know if you have any questions and whether we can proceed with the revised scope of work in Vika’s proposal. As always, we need to move forward promptly with this work.

Allyn is receiving a cc of this message, and if Allyn has anything to add, please go ahead.

Regards,

Fred

Frederick L. Klein
DLA Piper LLP (US)
Fred,

Per our conversation this morning, here’s a condensed version of our work over the past week or so ....

On Sunday the 19th, Allyn Killshimer at KCE called Frank Jenkins from our Va. Office and asked that we immediately mobilize and obtain surveying information that he needed for his work. On Monday, personal in our Va, Md. And DC offices coordinated equipment and manpower and then mapped out a game plan. On Tuesday, crews and personal from our Md and DC office met on site with our laser scanner and GPS equipment to establish an approximate boundary for the property, topographically locate the walls, garage and other site features as requested.

For the boundary portion of this exercise, we located point along Wyoming, 23rd and 24th streets. This was then compiled along with reviewing the available survey papers from the Office of the DC Surveyor. The boundary exhibit was then prepared and passed along to KCE by the end of the week.

For the Topographic locations, our Md. Office utilized our laser scanning equipment to obtain locations on site and along the walls to the east and to the north. This information was then downloaded, and the information was also passed along to KCE.

KCE along requested that we prepare “x-sections” of the wall area, which was completed and set to them today.

KCE also asked for “Sub Surface” utility locations which our Va. Office was on site yesterday doing the field work.

We have had a total of approximately ten different personal from all three offices, coordinating and working on this project in the last week or so.

Please let me know if you have any questions.

Thx

Harry
Harry Jenkins, LS
Senior Division Surveying Manager

[Image: Ranked in The Washington Business Journal as one of the Top Engineering Firms]

20251 Century Boulevard | Suite 400 | Germantown, MD 20874
شرح قرارداد:

شماره قرارداد: APR 2019-C

قرارداد کنده: DLA Piper

قراردادی: KCE

موضوع قرارداد: ارایه خدمات مشورتی و تехنیکی و انگیزه

بلغ قرارداد: 376838 5000 دنیا هزار دالر امریکایی (با احتمال اضافه کاری مبلغ 9778 دالر امریکایی)

نوت: در آگاهی کار پروژه بر اساس تصمیم جمعی تحت تهیه کاری کاری سفارت و مثبت بر مشورت حقوقی و کنی سفارت، به منظور حفظ محرومیت یافته های شرکت ساختمانی ملکه دهنه (KCE) و شرکت سروی (VIKA) باید بادیه های هر دو شرکت تحت شرایط “Attorney Client Privileged” (خصوصی و حفاظت بین وکیل و مالک) قرار می‌گیرد. هدف اساسی این بود که در صورتیکه مالکیته و وکیل حقوقی ایشان مسئله را به محکمین رجوع دهد، باید های مسئولان سفارت بر عهده سفارت قابل استفاده در این صورتیکه بیانیه به وکیل حقوقی سفارت دو تغییرات نشان دهد و در صورتیکه سفارت تصمیم به‌گیرد برای دریافت غرامت همسابی به محکمین دادگستری آمکان استفاده موجب و مفيد از معلومات جمع آوری شده وجود داشته باشد.

به منظور حفظ امر فوق و حفظ محرومیت نتایج یافته ها، لازم بود تا قرارداد مذکوره را شرکت حقوقی به نیابت از سفارت امضا شمایید. در حالیکه تمامی مراحل ردیابی به شمول پرداخت مصروف به قراردادها مستقیماً توسط سفارت صورت می‌گیرد، و که وکیل حقوقی سفارت می‌باشد به امضا Frederick L. Klein به همین منظور قرارداد ضمیمه با شرکت KCE توسط آقای رسیده است.

در عین حال باید خاطرنشان ساخت رول معمول تدارکات در ایالات متحده امریکا برای خدمات انتدابی و مانند این پروژه، ارایه آن توسط شخصی کاری ارایه کننده و پذیرش آن توسعه شخصی یا به‌طور نتفاقدا کننده می‌باشد و ایجاب و قول بین طرفین حکم قراردادها این می‌باشد. به همین دلیل سنده ضمیمه منحیت قرارداد رسمی محصول می‌گردد.

اضافه کاری: طریقه در مکانیبات رسمی مطابق اعضا بسته بیشتر شدن شرایط یک کاری و تغییر مکرر قرارداد با اختیار زمانی چشم گیر در حجم کاری شرکت مشاوره دهنه گردید و به همین دلیل 4 بل ضمیمه مبلغ مجموعی 14838 75 دالر ارتحال می‌کنند که به‌مرفه مبلغ 25000 دالر آن به شکل ضمانت می‌باشد و در صورتیکه از خدمات شرکت مذکوره استفاده نگردید برای دولت افغانستان قابل بازپرداخت می‌باشد. با توجه به اینکه کار پروژه تا اکنون در مرحله انتدابی قرار دارد، احتمال افزایش بیشتر هزینه‌های شرکت تехنیکی مشاوره دهنه وجود دارد.

- ضمیمه 2 ورق

- ضمیمه 2

- تایید شخص اول سفارت

- تایید شخص اول سفارت

- تایید شخص اول سفارت

شعار 21 از 67
April 4, 2019

Islamic Republic of Afghanistan
c/o DLA Piper LLP (US)
500 Eighth Street NW
Washington DC 20004

Attn: Frederick L. Klein

RE: Afghan Embassy Structural Investigation & Consultation
2341 Wyoming Avenue NW, Washington, DC
East Property Line Retaining Wall Failure

Gentlemen:

We are pleased to submit herewith our proposal to provide structural engineering services, as described below, for the above-referenced Project.

SCOPE OF WORK

Phase I

This office will investigate the condition of the above-referenced existing condition to review the structural problems. Our investigation will include, as appropriate, visual observation and non-destructive testing, as well as investigation of the facts, the observation of debris removal, and the review of design and installation of shoring by others of your selection. This proposal includes any and all necessary engineering observation field work and telephonic and in person meetings at the site or with the DC Government, as needed.

Phase II

The purpose of our investigation under Phase II will be to determine the cause or causes of any problems and to recommend safety remedial action as appropriate. We will provide a written report of our findings.

If required, under a separate proposal, we will also develop an appropriate repair program and monitor the repair work to ensure that it is performed in accordance with Project specifications and accepted industry standards.

Professional Registrations: AZ, DE, DC, FL, GA, IN, KY, MD, MA, NJ, NY, NC, PA, TN, TX, VT, VA, WV, NCEES
This office will also provide under a separate proposal structural engineering consultation services as required in connection with the above-referenced matter, including expert witness testimony, by deposition or court appearance or arbitration participation, as required or requested by you.

COMPENSATION

Our services, except for deposition, arbitration appearance, court appearance or on-call services, will be performed on a time and materials basis, three (3) times direct personnel expense, and principal at the direct hourly rate of four hundred and fifty dollars ($450) per hour, for a fee for Phase I SWAG estimated to be fifty thousand dollars ($50,000), plus reimbursable expenses at cost plus 15%.

We will require a retainer of twenty-five thousand dollars ($25,000) to be credited against the last invoice, or if not used, then to be returned to you.

It is understood that billing rates, other than principal, will be computed using actual payroll costs for each individual working on the Project; the rate for principal's time is subject to change on January 1st of each year.

PRINTING/PLOTTING COSTS

All printing/plotting costs shall be charged directly to you at the Blueprinter of your choice, unless performed in-house, in which case costs will be billed as reimbursable expense.

REimbursable EXPENSES

Reimbursable expenses (including in-house printing, in-house plotting, postage, delivery, photocopying, transportation, telephone, computer costs, etc.) shall be in addition to any fee amount.

Reimbursable expenses will be charged to you at cost plus 15% and will be billed as the costs are incurred.

PAYMENT

Payments to us shall be made by you within thirty (30) days of submission to you of our monthly invoices.

Late payments may be subject to an interest penalty (computed at two percentage points above the prime rate (per Wall Street Journal) in effect on the due date of the invoice), and/or may result in our stopping all work on the Project until payment is made.

RESPONSIBILITIES

You shall defend, indemnify and hold us harmless, to the full extent permitted by law, from all claims, expenses and damages arising from or alleged to arise from the performance or nonperformance of services by others, including other consultants, regardless of any approval or review of such services by us, and without any limitation on any rights or remedies we might otherwise have.
OWNERSHIP OF DOCUMENTS

KCE Structural Engineers, PC shall retain all ownership and copyrights to the work effort described herein.

JURISDICTION

This contract and the work described here shall be governed by the laws of the District of Columbia.

TERMINATION

This agreement may be terminated by either party by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party. If terminated due to the fault of others, other than KCE, KCE shall be paid for services performed to the date of termination, including reimbursements then due, plus terminal expense.

ACCEPTANCE

If this proposal has not been accepted by you within thirty (30) days, we reserve the right to cancel or amend if as necessary.

Acceptance of this proposal by you certifies that it is a legal and binding contract and that you agree to abide by the terms and conditions stated herein. Such acceptance shall constitute formal notice to proceed as necessary.

Please signify your acceptance of this proposal by signing below and returning one copy to this office.

Very truly yours,

Allyn E. Kilsheimer, PE
President
KCE Structural Engineers, PC

ACCEPTED BY: DUA PIPER LLC (as attorneys)
BY: F. L. Kincly Partner
DATE: April 15, 2019

AEK:ms
KCE Structural Engineers, PC  
1818 Jefferson Place, NW  
Washington, DC 20036  
Phone: 202-833-8622 Fax: 202-833-3877  
Fed Tax ID No: 52-0961703  

Frederick Klein  
Islamic Republic of Afghanistan  
c/o DLA Piper LLP (US)  
500 Eighth Street NW  
Washington, DC 20004  

April 7, 2019  
Project No: 2019-00-17  
Invoice No: 0127079  

Project  2019-00-17  
Afghan Embassy Structural Investigation & Consultation - East  
Property Line Retaining Wall Failure  

Professional Services from April 1, 2019 through April 7, 2019  
Professional Personnel Fee  

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KCE Structural Engineers, PC  
1818 Jefferson Place, NW  
Washington, DC 20036  
Phone: 202-833-8622 Fax:202-833-3877  
Fed Tax ID No: 52-0961703  

Frederick Klein  
Islamic Republic of Afghanistan  
c/o DLA Piper LLP (US)  
500 Eighth Street NW  
Washington, DC 20004  

April 30, 2019  
Project No: 2019-00-17  
Invoice No: 0127080  

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Total Additional this Invoice: $25,000.00
KCE Structural Engineers, PC
1818 Jefferson Place, NW
Washington, DC 20036
Phone: 202-833-8622 Fax: 202-833-3877
Fed Tax ID No: 52-0961703

Frederick Klein
Islamic Republic of Afghanistan
c/o DLA Piper LLP (US)
500 Eighth Street NW
Washington, DC 20004

May 5, 2019 (April 2019 Invoice)
Project No: 2019-00-17
Invoice No: 0127138

Project 2019-00-17
Afghan Embassy Structural Investigation & Consultation - East
Property Line Retaining Wall Failure

Professional Services from April 8, 2019 through May 5, 2019

Professional Personnel Fee

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Total Additional this Invoice $15,263.20

Outstanding Invoices

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Total Now Due $43,314.00

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**Invoice**

KCE Structural Engineers, PC  
1818 Jefferson Place, NW  
Washington, DC 20036  
Phone: 202-833-8622 Fax: 202-833-3877  
Fed Tax ID No: 52-0961703

Frederick Klein  
Islamic Republic of Afghanistan  
c/o DLA Piper LLP (US)  
500 Eighth Street NW  
Washington, DC 20004

June 2, 2019 (May 2019 invoice)  
Project No: 2019-00-17  
Invoice No: 0127198

Project 2019-00-17  
Afghan Embassy Structural Investigation & Consultation - East Property Line Retaining Wall Failure

**Professional Services from May 6, 2019 through June 2, 2019**

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**Total Labor**  
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**Total Additional this Invoice**  
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**Outstanding Invoices**

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<td></td>
</tr>
</tbody>
</table>

Electronic copy of this invoice follows by e-mail each month at time of billing.  
frederick.klein@dlapiper.com
شرح قرارداد:

شماره قرارداد: 22
قرارداد کننده: سفارت جمهوری اسلامی افغانستان

EC:
قراردادی: شرکت حفاری و تست خاک
موضوع قرارداد: ارائه خدمات حفاری، نمونه برداری از خاک و تست خاک در دو نقطه به عمق ۴۰ فوت
مبلغ قرارداد: ۱۲۵۰ دوازده هزار و دوصد و پنجاه دلار آمریکایی

بعد از غروب و بروزی به دلیل ملزومات که در مکاتبات قبلی نظر رفت، تیم کاری سفارت تصمیم اتخاذ نمود تا به منظور گل‌گیری از ضایعات منابع دولتی، به جای اجرای اقدامات پایدارسازی موشکی با هزینه بین ۱۰۰۰۰ تا ۲۳۰۰۰۰ دلار آمریکایی، مستقیماً کار با پاسازی داعشی در دیوارهای آغاز نماید. به همین منظور، لازم بود تا از عمق ۴۰ فوت هم در ملکیت سفارت و هم در ملکیت همسایه خاک نمونه برداری و تست گردد. سفارت با توجه به استعمالیت موضوع با شرکت های متعدد برای اخذ آفرینی اثر در ارتباط گردد که متأسفانه به دلیل حجم کار ساختمانی در این فصل تنها یک شرکت حاضر به انجام پروژه گردد. البته مطالعه مطابعه و مشوره صاحب‌نامه با شرکت‌های دیگر، هزینه حفاری به عمق ۴۰ فوت در دو نقطه و نمونه برداری از خاک و تهیه نتیجه رسمی تست خاک که توسط شرکت متذکر به ارائه گردیده است کاملاً منطقی و عادلانه می‌باشد. به همین دلیل پروژه مذکور به شکل عادی با شرکت ECS عقد قرارداد گردد.

در غیر حال باید خاطراتی از روابط معمول تدارکات در اپالاس متوجه امریکا برای خدمات ابتدایی مانند این پروژه، ارائه آفرین توسط شخص با شرکت ارائه‌کننده و پذیرش آن توسط شخصی با نهاد تأشیری ارائه‌کننده می‌باشد و اینچنین طرفین حکم قرارداد را ایفا می‌نماید. به همین دلیل سند نمایه پیوسته تمثیل قرارداد رسمی محسوب می‌گردد.

ضمیمه ۷

تأیید شخص اول سفارت

صفحه ۲۹ از ۶۷
AUTHORIZATION FOR PROFESSIONAL SERVICES

ECS Capitol Service, PLLC
1310 L Street, NW
Suite 425
Washington, DC 20005

Phone: 202-400-2188
CBE # IZ26807012022

ECS is pleased to provide the professional services outlined in the proposed scope of services below. This contract confirms your authorization for the services requested, and your agreement to the incorporated Terms and Conditions under which the services will be provided.

PROJECT INFORMATION

<table>
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<th>Project Name:</th>
<th>Embassy of Afghanistan – Retaining Wall</th>
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<td>Zip Code:</td>
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CLIENT INVOICE INFORMATION

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<th>Embassy of Afghanistan</th>
<th>Attm:</th>
<th>Mr. Barak Rahmati</th>
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<td>City, State:</td>
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PROJECT OVERVIEW

As requested in our phone call on 6/19/19 and subsequent email correspondence, phone and email correspondence with JG Contracting Company, Inc., and review of the provided site drawings (Viks prepared progress print survey dated 5/24/19), we understand the existing wall retaining wall at the driveway of the Embassy of Afghanistan has failed. We understand the existing wall is approximately 10-12 feet in height and will be fully replaced. At this time only limited information has been provided; however, we understand a geotechnical subsurface exploration and retaining wall design parameters are required for the replacement wall design. Please note, this proposal has been revised to include the work on the neighbor’s property (address of 2325 Wyoming Ave, NW) in addition to the embassy property.

SCOPE OF SERVICES

Based on our understanding of the project, and the request of JG Contracting Company, Inc., we will perform two borings in the general vicinity of the failed retaining wall structure. Upon completion of the borings, a laboratory test program will be completed and a geotechnical data report will be prepared. ECS will provide soil boring data and the requested laboratory testing only. No other engineering scope is proposed and we understand that JG Contracting will be designing the replacement retaining wall. Please see the subsequent sections below regarding the specifics of our scope of work.

Field Services:

As detailed above, the field services performed at the site will include two soil borings advanced to a depth of 40 feet below the existing site grades or refusal, whichever comes first, to explore the subsurface conditions. One boring each will be drilled on the high side (neighbor’s property - address of 2325 Wyoming Ave, NW) and low side of the wall (embassy property - address of 2341 Wyoming Avenue, NW). Prior to mobilizing to the site, we will perform a site visit to observe and document the existing conditions and layout the proposed boring locations. We anticipate the borings will be performed at the top and toe of the existing wall at drill rig and layout the proposed drilling locations. The borings will be performed using a truck or ATV mounted geotechnical drill rig operated by drill crews under our supervision and advance within private space. During drilling, four split-spoon soil samples will be taken to a depth of 10 feet and then at standard 5-foot intervals thereafter to boring termination depths. Additionally, we have assumed a maximum of 4 undisturbed samples will be collected from the site to facilitate retaining wall design laboratory testing. Upon completion of the soil borings, the holes will be grouted with cement-bentonite grout to the ground surface.

Prior to drilling, we will obtain the necessary Department of Consumer and Regulatory Affairs (DCRA) and the District Department of Energy and the Environment (DOEE) permit for drilling wells or boreholes on private property in Washington, DC for the boring planned to be advanced on the neighbor’s property (2325 Wyoming Ave, NW). Additionally, we will contact Miss Utility to locate underground utilities at the site; however, our experience indicates that Miss Utility will not locate utilities beyond the point of distribution (meters or gauge points) on private property. If private utilities are a concern at the site, ECS can hire a private utility locator to reduce your liability. Please review the assumption sections of this proposal for additional information about private utility locator services and indicate if we should retain these services on the authorization section of this proposal.

Laboratory Testing Services:

Upon completion of the field exploration, a laboratory testing program will be performed which will include visual classification of soil samples and limited index testing (four of each: moisture content, Atterberg limits, and grain size analysis). Additionally, retaining wall design laboratory testing including standard proctor and direct shear tests (remolded or undisturbed depending on quality of sample) will be performed on 2 samples collected from the soil borings.

June 25, 2019

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Page 2

June 25, 2019

مضمومه

Page 7

Page 6

Page 5

Page 4

Page 3

Page 2

Page 1
Engineering Services:

After the laboratory testing is completed, a geotechnical engineering memorandum will be prepared which will include site observations, details of the subsurface exploration and laboratory test program performed, as well as the results of the explorations and testing. Additionally, retaining wall design parameters (phi, c and density only), a boring location diagram, subsurface condition boring logs, and subsurface cross section will be included.

PROFESSIONAL FEES

ECS will provide our services on a lump sum, item basis in accordance with the fees depicted below. The lump sum costs associated with the above scope of services are as follows:

- Field Exploration: $4,800.00
- DCRA Permitting & Soil Disposal: $1,950.00
- Laboratory Testing: $2,300.00
- Engineering Services: $2,500.00

ESTIMATED COST FOR EXPLORATION, LABORATORY TESTING, & REPORTING: $11,550.00

Prior to performance of the work, ECS requires a retainer equal to 50% of the total estimated costs to cover the field exploration. Retainer fees are required in full in advance of services. Services rendered beyond the retained amount will be billed at the lump sum rate with payment due upon receipt. If any additional services are requested or required, we will contact your office (or assigned representative) for verbal and written authorization for additional services. Any additional services will be performed in accordance with our project unit rates on a time and material basis. You will only be invoiced for the services actually performed. Please note the following assumptions included on the next page:

ASSUMPTIONS

- Field spoils will be generated during the drilling process and we have assumed they can be disposed of onsite for work completed on the embassy property (ECS will require an area on-site to dispose of the spoils) however; for work completed at the neighbor's property (2325 Wyoming Ave, NW), field spoils as required by Department of Consumer and Regulatory Affairs (DCRA) permits will be containerized and tested for contaminants. Once the contaminants (if any) are determined, we will hire a contractor to properly remove and dispose of containerized materials. ECS will require an area on-site to store containerized spoils until the environmental testing results dictate how the spoils should be disposed. Please note, this will require the on-site storages of said containers for two to three weeks while lab testing is being performed. DOE also requires the boring to be backfilled with a bentonite slurry.
- Please note per our review of the site photos provided to us, we have assumed no concrete coring will be required to facilitate performance of the soil boring; however, if site conditions require concrete coring, the associated cost will be invoiced at a unit rate of $40.00/inch for the actual quantities incurred.
- This proposal has been prepared based on the assumption that ALL field operations will be conducted during normal business hours (Monday through Friday, 7am to 5pm); if site access constraints require work to be performed outside of normal business hours or during the weekend, additional charges will apply.
- This proposal has been prepared based on the assumption that the proposed soil borings will be sited on the subject property at a location accessible to an ATV or truck-mounted drill rig. Furthermore, ECS has assumed that the client will arrange/provide access to the subject site, and that any fencing surrounding the requested test areas will be removed and replaced by others. If site access constraints require work to be performed outside the bounds of the subject property (i.e. within public space), additional charges will apply, as well as an extended schedule.
- We have prepared this proposal assuming DCRA/DOEE permitting requirements do not apply to advance borings within embassy property. If this is not the case, please notify ECS so we can revise our proposal and obtain a proper DCRA/DOEE permit. If permits are required, we will contact your office to receive confirmation and additional charges will apply. We have assumed a DCRA/DOEE permit is required for the boring advanced at the neighbor's property (2325 Wyoming Ave, NW).
- Contracting a private utility locator is not a guarantee that all utilities within a work site will be identified, but a service that is offered to lower the risk of the owner/client. ECS and our clients have had great success in avoiding utility contact by augmenting the Miss Utility services with a private locator service. Private locator services can identify utility alignments that incorporate significant iron content in the conduit materials. However, private utilities possessing the higher likelihood of not being easily identifiable beyond the point of distribution, include all utilities not containing significant ferrous (iron) content (examples would include but not be limited to most sanitary sewer alignments, copper or PVC water lines, fiber optic lines, without tracer ribbons, copper electric lines with no surface exposure, drainage
tiles/pipes, and irrigation lines). Where a private locator service identifies a potential risk that is not traceable through conventional methods, ECS will notify the client immediately and work to resolve the issue. Additional costs related to the resolution of these potential utility conflicts will be invoiced on a per unit rate, or as negotiated and approved at the time of the occurrence. If ECS should retain these services, please provide authorization.

- Upon completion of subsurface exploration drilling, we will backfill each of the boreholes with grout and patch the asphalt surfaces with cold-mix asphalt (if needed). Typically, we will not provide site restoration beyond what is outlined above unless specifically contracted. Please note that some disturbance to off-pavement/gravel covered surface areas might occur. We will attempt to minimize such disturbance; however, we have not budgeted for site restoration of the site including filling of tire ruts, seeding of lawn areas, or the planting of trees. If necessary, additional site restoration can be provided at an additional cost.

**SCHEDULE**

Upon authorization to proceed, we will obtain the required drilling permit. Based on our recent experience with permitting requirements in Washington, DC, we anticipate it may require about 1.0 to 2.0 weeks to obtain the drilling permit. Once we obtain the permit and Miss Utility is cleared, we anticipate being able to mobilize to the site within approximately 5 days after the appropriate on-site personnel have been informed. We anticipate the field drilling operations will require 1-2 days, and the laboratory testing, after field operations are completed, will require about 5 to 7 days. Therefore, for time budget purposes, the entire scope should take up to three to four weeks from the receipt of the permit through report submission. Verbal and preliminary findings can be provided within 1 to 2 days of completion of the field work, if requested.

**PROPOSAL AUTHORIZATION**

Please acknowledge your acceptance of this proposal request by signing below and returning one copy to us. Our work will be performed in accordance with the terms and conditions attached. If you should have any questions or comments concerning the information contained in this proposal, please do not hesitate to contact the undersigned at your convenience.

Please indicate your request for the proposed services below:

- Geotechnical Engineering Services ($11,550.00)
- Retain Private Utility Locator ($700.00)

**Work Authorized By:**

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<tr>
<td>Print Name:</td>
<td>Engineer (E) of Afghanistan</td>
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<td>Sisman Group</td>
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Signatory warrants his/her authority to bind the entity represented

**For ECS Capitol Services, PLLC:**

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<th>Signature:</th>
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<tr>
<td>Senior Project Engineer:</td>
<td>Daniel J. Spielvogel, P.E.</td>
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Attachments: Proposed Boring Location Diagram  Terms and Conditions of Service
ECS Proposed Boring Location Diagram

- Proposed Boring Location

Neighbor's Property
2325 Wyoming Ave, NW

Embassy Property
2341 Wyoming Avenue, NW
ECS Proposal No. 37: 2951-GPR

Client: Embassy of Afghanistan

ECS CAPITAL SERVICES, PLLC

TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS Capital Services, PLLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced at will in the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional advisor to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for the requirements for determining the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants.

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT omits additional services, the scope of services will change even though the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light similar services upon reasonable standards of care and conduct practiced in that region (the "Standard of Care"). Nothing contained in the Proposal, the agreement or Scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of services as provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specified services, and that ECS cannot review or verify data collected. Consequently, CLIENT waives any and all claims based on erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically inspected, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will exceed ECS to legal claims or charges, ECS shall so advise CLIENT, and if ECS professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 6.0, below.

3.4 If CLIENT decides to disregard ECS's recommendations with respect to complying with applicable Laws, Regulations, ECS shall determine the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and safety precautions required by the existence of such Hazardous Materials.

3.5 INFORMATION PROVIDED BY OTHERS - ECS waives any claim for compensation, testing and/or evaluation services that may be necessary for condition that may not be verifiable without utilizing additional expenses of money or damaging otherwise adequate or serviceable portions of a building or property.

4.0 CONCEALED RISKS - ECS acknowledges that special risks are inherent in sampling, testing and/or evaluation services that may be necessary for condition that may not be visible without additional expenses of money or damaging otherwise adequate or serviceable portions of a building or property. Accordingly, ECS shall not be responsible for the verification of such conditions unless the services can be made by ECS at reasonable cost. ECS waives any claim for liability, expenses or damage for such services. ECS waives any claim on liability, expenses or damage for such services.

5.0 LIMITATION OF LIABILITY

5.1 ECS warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. ECS hereby grants ECS and its subcontractors, agents, contractors, and subconsultants, the right from time to time onto the property named for ECS to perform its Services. ECS agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

5.2 ECS warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

5.3 ECS will bear reasonable precautions to limit damages to the Site and its improvements during the performance of the Services. ECS understands that the taste of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The connection and removal of equipment of such common damage is CLIENT'S responsibility unless specifically included in ECS Proposal.

5.4 ECS agrees that it will not bring any actions for liability or for injury or loss against ECS arising from (a) procedures associated with the exploration, boring, sampling, or testing activities at the Site, (b) discovery of Hazardous Materials or suspected Hazardous Materials, or (c) ECS's findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

6.0 UNDERTAKEN UTILITIES

6.1 ECS shall exercise the Standard of Care in evaluating client-provided information as well as information readily and customarily available from public utility locating information (the "Underground Utility Information") in its efforts to identify underground utilities. The extent of such evaluations shall be at ECS's sole discretion.

6.2 ECS recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. ECS understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

6.3 ECS understands, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subsurface utilities (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS's attention in writing by or on behalf of CLIENT, or which are not properly marked or located by or on behalf of the utility, or quasi-governmental locations, or private utility locating services as a result of ECS's or ECS's subcontractor's request for utility marking services made in accordance with local industry standards.

7.0 SAMPLES

7.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are owned by and remain the property of ECS. Unless otherwise arranged, ECS must receive the remaining samples from the Site. ECS may retain samples for a period of time after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

7.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, ECS authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

8.0 ENVIRONMENTAL RISKS

8.1 When Hazardous Materials are known, assumed, suspected or exists at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. ECS shall notify CLIENT as soon as possible, and may have to compensate ECS for such efforts.

8.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS'S subcontractors will exercise the Standard of Care in identifying and labeling such Hazardous Materials in accordance with applicable laws and regulations. ECS shall not be responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process by-products in accordance with applicable law and regulation.

8.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At ECS's request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site, treatment, storage, or disposal of such substances, but CLIENT will be solely responsible for the final selection of methods and times to provide such services. ECS shall not assume the risk of, nor be considered a generator, transporter, or hazardous material handler.

9.0 LIMITATION OF LIABILITY

9.1 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation machine moves through a contaminated zone and links it to an aquifer; underground streams, percolating soil strata, or other hazardous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Section 5.3 is an essential element of the Services included herein. ECS acknowledges this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT acknowledges, accepts and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.
10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the site at the time the Services are performed. No matter how thorough a Phase I ESA study may be, findings derived from it are generally limited to the scope of the work. Furthermore, the Site is not investigated or sampled for any absolute fact that the Site is unaltered or adversely affected by one or more Recognized Environmental Conditions. EEC represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the owner and owner (or licensees) of all documents, technical manuals, letters, logs, drawings, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar document and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all copyright, patent, and other intellectual rights, including copyrights. ECS shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS: Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractor's use of ECS Documents of Service.

11.3 CLIENT agrees to not use ECS Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS prior written consent. Any change with or without ECS's written consent will be at CLIENT'S sole risk and without liability to ECS or to ECS's subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from any such change after modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the written permission of ECS. To the fullest extent permitted by law, ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowable under the State of California which is 7%) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be subject to a 3% discount for prompt payment.

12.0 SAFETY

12.1 CLIENT, its personnel, its consultants, and its contractors shall work in accordance with this Agreement and the safety procedures and OSHA's regulations. ECS shall be entitled to all unobstructed access to any area of the Project site and shall provide the Documents of Service by the ordinary means provided for in the General Contract.

12.2 In the event ECS assumes in writing (limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an assumption of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, hoisting, drilling, backfilling, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDICATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an at-risk basis. ECS cannot guarantee the risk of problems arising during or after construction or remediation. ECS does not create a warranty or guarantee of any type.

13.2 Monitoring and testing services provided by ECS shall not in any way relieve the responsibilities of CLIENT or its consultant(s) for coverage of costs of monitoring or testing. ECS does not assume any responsibility for the completeness of construction as well as their obligation to comply with applicable codes and regulations.

13.3 ECS retains the right to perform all testing and observations on the site. ECS shall not be responsible for any claims, errors, omissions, damage, or loss alleged to result from defects in the Service. ECS may be required to perform work beyond the scope of the Service.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective work being installed by CONTRACTOR'S(s). If ECS elects to perform ECS's scope on a part time basis for any aspect of construction monitoring and testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS's part time monitoring and testing. Unless the CLIENT can show the monitoring omission is contained in ECS reports, CLIENT waives, releases and discharges ECS from any claim for errors, omissions, damages, injuries, or losses alleged to result from defective or incomplete work that was monitored or failed by ECS on a part time basis.

14.0 CERTIFICATIONS - ECS may, at its expense, or governing jurisdictions may require, ECS to provide a certification regarding the Services performed by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the work of ECS hereunder are based on the information, observations, tests, and/or analyses performed by ECS at its discretion. Such "certifications" constitute ECS professional opinion of a particular condition and ECS does not guarantee that such condition exists, nor does it release them as evidence of the responsible parties or obligations such parties have with respect to the possible existence of such a condition. ECS agrees it cannot make the resolution of any such certification.

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of this Proposal. Any Estimate of Fees required by CLIENT's professional fees stated in these Terms shall not be considered as a trade secret. ECS will no longer be required to provide a Deposit to CLIENT under any circumstance. ECS agrees to a lump sum total amount, that amount shall be limited to number of hours, visits, trips, letters, boring, or samples taken in the field.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index published by the United States Bureau of Labor Statistics as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s) and promptly in and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS's invoices, and that timely payment is a material consideration for this Agreement. All payments shall be in U.S. dollars drawn upon U.S. banks and in accordance with the rates and changes set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowable under the State of California which is 7%) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be subject to a 3% discount for prompt payment.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT's ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, federal authorization of a lawful project or any other event unrelated to ECS Provision of Services. Reneging shall not be withheld from any payments or any deduction be made by any invoice on account of penalty, liquidated damages, or other sums incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent accounts, or settling any judgment, shall be reimbursed by ECS.

15.8 Unless CLIENT has paid ECS in accordance with Section 15.0 of these Terms, payment of any invoice by the CLIENT shall be made in full. ECS is satisfied with ECS's Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so as to permit ECS to take such prompt, effective remedial measures that in ECS's opinion will reduce or eliminate the consequences of any such defective Services. The correction of defective Services shall not affect the warranties of the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT's fault, or failure to follow instructions, or improper installation of materials by CLIENT's personnel, contractors, or consultants, or work not observed by ECS. ECS shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to records, documents and plans required as a result of jurisdictional reviews or CLIENT requests not be considered defects. ECS shall compensate ECS for the provision of such corrections.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, professional liability and insurance policies in coverage amounts deemed reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific exclusions or limits of coverage that are not present in ECS insurance policy. The cost of such exclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT agrees to assume all risks associated with the PROJECT by limiting ECS's total liability to CLIENT arising from ECS's professional, liability, errors, professional negligence, damages, and other losses. ECS shall not be responsible for any deficiency attributable to CLIENT's fault, or failure to follow instructions, or improper installation of materials by CLIENT's personnel, contractors, or consultants, or work not observed by ECS. ECS shall compensate ECS for the costs of correcting such defects.

19.0 CERTIFICATIONS - ECS may, at its expense, or governing jurisdictions may require, ECS to provide a certification regarding the Services performed by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the work of ECS hereunder are based on the information, observations, tests, and/or analyses performed by ECS at its discretion. Such "certifications" constitute ECS professional opinion of a particular condition and ECS does not guarantee that such condition exists, nor does it release them as evidence of the responsible parties or obligations such parties have with respect to the possible existence of such a condition. ECS agrees it cannot make the resolution of any such certification.

19.1 If the proposed fees are $10,000 or less, CSC shall not exceed $20,000, or the total fee paid for the services rendered, whichever is greater.

19.2 If the proposed fees are in excess of $10,000, ECS shall not exceed $40,000, or the total fee paid for the services rendered, whichever is greater.

19.3 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any type, including bodily injury or property damage, whether liability is claimed in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage,
or loss is caused by acts or omissions of CLIENT, its employees, agents, staff consultants, contractors, subcontractors or persons (hereinafter referred to as "CLIENT") in the transaction or rendering of services, or in any manner related to the services provided, or in any manner related to the services provided, this document is intended to be understood as an entire and final settlement of all claims and disputes arising out of or related to the services provided.

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold harmless from and against any and all claims, damages, demands, liability, costs, expenses, or costs of any kind or nature, whether in law or equity, including but not limited to reasonable attorneys' fees and costs of litigation defense and settlement] ["Damages"], caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or its employees, agents, staff consultants, contractors, or consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease, or death of any person; (b) any injury to or loss of value of tangible personal property; or (c) the breach of any of the terms of this Agreement. The foregoing indemnification shall not apply to the extent such Damages are found to be caused by the sole negligence, errors, or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportionate to ECS's culpability.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their respective employees, agents, contractors, or subcontractors, regardless of the nature of the fault, or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. CONSEQUENTIAL DAMAGES include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity aggrieved directly or indirectly by CLIENT, for any liquidated damages due to any failure, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services. In the event that the Services are provided by more than one entity, the CLIENT may recover from any and all parties participating in the provision of the Services.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

23.0 DISPUTE RESOLUTION

23.1 In the event of any dispute, claim, controversy, or other matter in question arising out of or relating to these Terms or breach thereof, referred to in this document, the parties shall promptly attempt to resolve all such disputes through executive negotiation or other amicable resolutions of such parties fully competent with the Project. If the parties shall agree a mutually agreeable procedure for the settlement of such matters, such meeting shall occur within fifteen (15) days of either party's request for executive negotiation or an otherwise mutually agreed.
April 5, 2019

Hon. Barakatullah Rahmati
Political Counselor & Director of Communications
Embassy of Afghanistan
2341 Wyoming Avenue, NW
Washington, DC 20008
USA

Re: Washington DC Embassy Wall Collapse
Proposal from KCE Structural Engineers, P.C.

Dear Mr. Rahmati:

DLA Piper LLP (US) has reviewed the April 4, 2019, proposal from KCE Structural Engineers, P.C. (PreJob No. APR 2019-C). The KCE proposal appears to be reasonable and customary in form and substance, and as you know, we think very highly of this firm, as noted in our letter to you of April 2, 2019. We recommend that you accept the proposal and proceed with the work, as discussed below.

The consequences of not performing the initial phase of the work in a manner that mitigates further damage to both the Embassy property and the neighbor’s property are potentially serious, and could result in significant liability for your Government. If the debris removal or temporary bracing activities are not conducted properly, and Ms. Dittus’ property is damaged, I fully expect she will file an action against your Government for significant damages. She might, among other things, argue that this situation has existed for some time and that the Embassy did not take any action to remedy it.

Ms. Dittus has engaged an experienced and well-known litigator, Allen Farber. Mr. Farber would not hesitate to file a lawsuit in the event further damage occurs. I also expect Mr. Farber, in conjunction with Ms. Dittus, will continue to advise the US Department of State and
local government authorities that delays in commencement of the work are creating serious risks for her. As you know, Ms. Dittus has claimed that she is unable to use the two vehicles that are parked in her garage, and there is a risk that, if the area near the garage becomes unstable, the garage could collapse, and destroy both the structure and the parked vehicles. Ms. Dittus would blame the Embassy for this and she would seek damages for her losses.

As we discussed this morning with Mr. Kilsheimer, the District of Columbia Government ordinarily requires oversight by a qualified structural engineer, and Mr. Kilsheimer and his firm have already provided the Embassy with valuable advice on the contractor's scope of work. KCE will provide significant value to the Embassy, due to its vast experience on similar matters. Mr. Kilsheimer told us this morning that he would refund to the Embassy any unspent portion of the fees outlined in his proposal at the conclusion of phase I of the project. He also told us that he has given advice to the Embassy as to the east and north walls in the past, and that he was never compensated for this work.

Please let me know if you have any questions or would like to discuss this further. DLA Piper continues to recommend that your Government proceed with the debris removal and temporary shoring as soon as possible, in order to avoid the risk of further damage and potential liability.

Respectfully submitted,

[Signature]

Frederick L. Klein

cc: Leon Medzhibovsky
    Mac Bernstein
April 2, 2019

Hon. Barakatullah Rahmati
Political Counselor & Director of Communications
Embassy of Afghanistan
2341 Wyoming Avenue, NW
Washington, DC 20008
USA

Re: Washington DC Embassy Wall Collapse

Dear Mr. Rahmati:

DLA Piper LLP (US) has been advising your Government as to the legal and other matters related to the serious collapse of the brick wall separating the Embassy property from the adjoining property located at 2325 Wyoming Avenue NW. You have provided our firm with certain information concerning this matter, including a Diplomatic Note dated March 25, 2019 from the Office of Foreign Missions ("OFM"). The owner of 2325 Wyoming Avenue apparently alerted OFM, and various District of Columbia emergency management agencies, as to this matter. As you know, I personally visited the Embassy last night.

When you first contacted DLA Piper about this matter, we advised you that, based on our experience, your Government should immediately engage KCE (structural engineers) and Vika (civil engineers) to advise you as to the best way to proceed to assess the damage and the safest and most appropriate way to repair the damage, in order to resume the use of the entire Embassy property and to fully comply with US law.

DLA Piper is also advising you as to your legal rights and potential liability as against the 2325 Wyoming owner. I have spoken with the attorney for the 2325 Wyoming owner on several occasions, and I have promised to keep him informed as to how we intend to proceed, of course without waiving any of your Government’s rights or remedies.
This is an emergency situation, because the area separating the two properties is highly unstable. KCE advised us that there is serious and immediate risk of additional damage, particularly on account of adverse weather conditions that are prevalent in Washington DC as the weather gets warmer.

DLA Piper recommends that your Government immediately engage KCE and Vika without seeking any additional bids or proposals, because they are the most qualified professionals in the Washington DC region for a matter of this type. Please be advised that DLA Piper has no financial or other relationship with either of these firms or their principals. We recommended them based on my personal experience over the course of my 40-year career as a real estate lawyer in Washington DC. I will personally be involved in this matter until it concludes, and I will coordinate the activities of the professional firms that your Government engages.

Please feel free to pass this letter along to the appropriate persons in the Embassy or in Kabul, and let me know if you have any questions. I urge you and your colleagues to give this your immediate attention, particularly in light of OFM’s involvement.

This is an urgent matter that, if not addressed expeditiously, could result in significant liability and adverse publicity for your Government.

Respectfully submitted,

[Signature]

Frederick L. Klein

cc: Leon Medzhibovsky
    Mac Bernstein
April 25, 2019

Hon. Barakatullah Rahmati  
Political Counselor & Director of Communications  
Embassy of Afghanistan  
2341 Wyoming Avenue, NW  
Washington, DC 20008  
USA

Re: Washington DC Embassy Wall Collapse  
Agreement with JG Contracting Company

Dear Mr. Rahmati:

DLA Piper LLP (US) has reviewed the April 25, 2019, Proposal for Phase I Services (JG Project No. 39-9130) (the “Contract”) issued by JG Contracting Company that requires counter-signature from the Ministry of Finance. The Contract is attached to this letter.

The Contract is in customary form and contains standard indemnity, insurance and other provisions that would normally be contained in an agreement in the US for services of the type referenced in the Contract. As you know, we negotiated the Contract on your behalf, and as we discussed, the indemnity provisions in the Contract are, in our judgment, fair and reasonable, and appropriate under the circumstances. Please be advised, however, that DLA Piper has not researched JG Contracting Company’s financial strength or contacted any references who may have worked with JG Contracting Company in the past, to confirm its qualifications for this assignment.

You advised me that your Government does not carry its own liability or other insurance that would protect your Government, the Embassy or its employees from liability on account physical or other damage caused by the elements or other causes. The insurance procured by JG Contracting Company will cover your Government and its employees and agents from liability
only with respect to JG Contracting Company's work on the site. Your Government is not protected from any liability that might otherwise arise from the damage caused by the collapsed wall, and that is asserted by Ms. Dittus or any other party, whether for personal injury or property damage. It would not be appropriate for JG Contracting Company, or its insurer, to cover such liability.

Based on the foregoing, we recommend that you proceed with the Contract. DLA Piper, by recommending that your Government proceed with the Contract, is not, however, assuring JG Contracting Company's performance under the Contract. You have engaged KCE Structural Engineers, P.C., to generally oversee JG Contracting Company's work under the Contract, and you may look to KCE for advice and guidance on the technical aspects of the work described in the Contract. Also, this letter should not be construed as a legal opinion of our law firm.

Respectfully submitted,

[Signature]

Frederick L. Klein

Attachment – JG Contracting Company Contract

cc: Leon Medzhibovsky
    Mac Bernstein
    Brian Fielden
June 25, 2019

Hon. Barakatullah Rahmati
Political Counselor & Director of Communications
Embassy of Afghanistan
2341 Wyoming Avenue, NW
Washington, DC 20008
USA

Re: Washington DC Embassy Wall Collapse

Dear Mr. Rahmati:

As you know, we have spent considerable time identifying a qualified subcontractor who can repair the damaged wall separating the Embassy property from the adjoining property owned by Gloria Dittus. JG Contacting Company is ready to begin to develop a plan to permanently repair the wall, once soil borings and testing have been completed. This is a customary requirement. We have received proposals from two qualified geotechnical firms for performance of the borings. Both proposals specify an appropriate scope of work, and the prices quoted by each firm is reasonable.

Ms. Dittus’ attorneys have tentatively approved a course of action we outlined during a meeting at the Embassy on June 12th, and a call with JG on June 17th. Ms. Dittus will grant access rights to the contractor and the contractor has agreed to provide appropriate insurance coverage to Ms. Dittus while the work is being performed.

Both the Office of Foreign Missions and the District of Columbia Government have demanded on multiple occasions that your Government authorize commencement of the work without further delay, due to the serious safety issues presented by the damaged wall. The District of Columbia Government could decide to condemn the Embassy building – that is, to prohibit physical access to the property – until the work is completed.

Your Government will need to do the following:

1. Select a geotechnical engineer, and then execute a contract with the geotechnical engineer for performance of the soil borings. Your Government will need to pay
the engineer for the work, pursuant to the signed contract, promptly after the work is completed. The firm may require an advance deposit, as well.

2. Execute the contract with JG Contracting. This contract may require your Government to make an advance payment, and to deposit the full contract amount into an account at a bank in the United States. Funds will be disbursed from the account from time to time as the work proceed. JG will not agree to perform the work unless and until the funds have been deposited, and it has received the advance deposit.

3. Execute an access agreement with Ms. Dittus.

4. **Pay the outstanding invoices from Vika (for surveys) and KCE Structural (for structural engineering services). The KCE invoices have been outstanding for more than six weeks. Both firms have provided valuable advice to your Government, and they are entitled to be paid without further delay.**

Any additional delays in commencing work could result in material cost if the damaged wall deteriorates further as a result of adverse weather conditions, or if there is personal injury resulting from further damage. Also, the Office of Foreign Missions and District of Columbia Government will continue to demand that the work be completed within a reasonable amount of time.

Please call us with any questions.

Respectfully submitted,

[Signature]

Frederick L. Klein
Good Morning

Barakatullah Rahmati <b.rahmati@afghanembassy.us>
To: "Klein, Frederick L." <frederick.klein@dlapiper.com>

Mon, Apr 8, 2019 at 9:47 AM

Thank you.

We are going to make some decisions hopefully today. There is one question that I still don’t have an answer for. For the investigation, we will need to dig some holes to take samples in the driveway of the neighbor. Do we need explicit approval from her? Or the general approval that we can work in her property would serve the purpose?

I want some more clarity and explicit explanation from KCE that the investigation is part of their current proposal. The only way I can justify paying some $50K is to show it can reduce our costs at a later stage.

I will let you know once I have an update.

Thanks,
Barakat

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Barakat Rahmati
Political Counselor & Director of Communications
EMBASSY OF AFGHANISTAN, WASHINGTON, D.C.
+1_202_436_410 EXT:1009 AFGHANEMBASSY.US

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On Mon, Apr 8, 2019 at 7:01 AM Klein, Frederick L. <frederick.klein@dlapiper.com> wrote:
I'm in NY today, attending a funeral of the father of a close friend. I just landed. Call my mobile if you need me - the funeral starts at 11. I intend to head back to DC as soon as it's over. We need to get those contracts signed up. Allen Farber says he's available to review any agreement that needs to be signed if we need access to neighbor’s property. He says he can get it signed even though she is away.

Frederick L. Klein
DLA Piper LLP (US)
1-202-799-4101

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FW: Vika Survey Proposal

Klein, Frederick L. <frederick.klein@dlapiper.com>  Fri, Apr 5, 2019 at 12:17 PM
To: "Barakatullah ("Barakat") Rahmati (b.rahmati@afghanembassy.us) <b.rahmati@afghanembassy.us>, "j.banoori@afghanembassy.us" <j.banoori@afghanembassy.us>

Just a reminder about this. Same analysis as with Allyn – higher cost, but better, more accurate and more reliable work than others.

I’m heading into my meeting shortly. Best way to reach me, if something comes up, is to send text.

________________________

Frederick L. Klein
DLA Piper LLP (US)
1-202-799-4101

From: Klein, Frederick L.
Sent: Thursday, April 4, 2019 12:05 PM
To: Barakatullah ("Barakat") Rahmati (b.rahmati@afghanembassy.us) <b.rahmati@afghanembassy.us>; 'j.banoori@afghanembassy.us' <j.banoori@afghanembassy.us>
Subject: Vika Survey Proposal

See attached. As you know, I highly recommend Vika – they are reliable and their work is accurate. Also, Harry Jenkins will make himself available to us for calls, site visits, etc. Let me know how you want to proceed. I know he’s more expensive than the others, but he offers a more complete array of services.

________________________

Frederick L. Klein
DLA Piper LLP (US)
1-202-799-4101

From: Harry Jenkins, L.S. <hjenkins@vika.com>
Sent: Thursday, April 4, 2019 8:35 AM

https://mail.google.com/mail/u/2?ik=98f5de14f3&view=pt&search=all&permmsgid=msg-f%3A1629991573074843732&simpt=msg-f%3A162999157307... 1/4
Signing Contracts

Barakatullah Rahmati <b.rahmati@afghanembassy.us>  
To: "Klein, Frederick L." <frederick.klein@dlapiper.com>  
Cc: Madina Qasimi <m.qasimi@afghanembassy.us>, Jahid Banooir <j.banooir@afghanembassy.us>, Abdullah Khodadad <a.khodadad@afghanembassy.us>

Fred,

While signing the contract, I want to make sure that we won’t be subject to any sort of liability arising from any incident that might occur during the implementation of all the activities.

Can you please kindly make sure we have relevant provisions with VIKA & KCE?

What phrase do I need to ask JG to put into their contract?

Thanks,
Barakat

On Tue, Apr 16, 2019, 16:50 Barakatullah Rahmati <b.rahmati@afghanembassy.us> wrote:

Dear Fred,

I have been waiting for final paperwork before I could get back to you with a confirmation that you can proceed and sign the contract with VIKA and KCE. I will also call the JG contracting tomorrow to sign the shoring/stabilization contract with them.

We are still waiting for the funds to be transferred to our accounts. I will keep following on that and will keep you posted. But because we have all the paperwork done, I believe we won’t need to wait any longer and shall proceed right away.

Please kindly let me know once you signed the contracts. I will remain to be the focal point with these companies at this time.

Best regards,
Barakat

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Barakat Rahmati
Political Counselor & Director of Communications

EMBASSY OF AFGHANISTAN, WASHINGTON, D.C.

+1 2024836410 EXT:1009 AFGHANEMBASSY.US

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به دفتر مخترم معینیت اداره و ملایع:

به پاسخ نامه شماره ۸۹۶ متری ۱۳۸۸/۷/۲۴ آن وزارت مخترم و به تعقیب نامه شماره ۸۹۶ متری ۱۳۸۸/۷/۱۶ این سفارت احتراماً نگاشته می‌شود:

به تأسیس از فیصله شماره ۱۳۸۷/۴/۱۱ متری ۱۳۸۷/۴/۱۱ کمیسیون مخترم تدارکات ملی و حکم متری ۱۳۸۷/۴/۱۱ مقام مخترم وزارت امور خارجه، اینجانب روابط رحمانی سفیر کبیر و تمایل‌های فوق العاده جمهوری اسلامی افغانستان در ایالات متحده آمریکا من ترارداد اعما ووار دیوار سفارت جمهوری اسلامی افغانستان در شهر واشنگتن به KADCON می‌رود و از اجلاس رسانیدم. فرامرز کار اجلاسی اعما دیوار یاد شده به زودی آغاز گردد. گزارش از چگونگی پیشرفت اعما دیوار و فاکتا به آن وزارت مخترم ارسال می‌گردد.

در پیوست من ترارداد جهت آگاهی آن وزارت مخترم فرستاده شد.

با احترام

رویا رحمانی
سفیر کبیر و تمایل‌های فوق العاده

کاپی به:
دفتر مخترم معینیت سیاسی
مدیریت مخترم عمومی املاک و حفاظت و مرافقت
AGREEMENT made as of the 1st day of October in the year 2019.

BETWEEN the Owner:
(Name, legal status, address and other information)

The Islamic Republic of Afghanistan
2341 Wyoming Ave., NW
Washington, DC 20008
Telephone Number: 202-483-6410

and the Contractor:
(Name, legal status, address and other information)

KADCON Corporation
1053 31st Street, NW
Washington, DC 20007
Telephone Number: 202-944-9400

for the following Project:
(Name, location and detailed description)

2341 Wyoming Ave., NW – Washington, DC 20008

The Architect:
(Name, legal status, address and other information)

The Contractor is providing design services as set forth in Exhibit A and the Owner is not retaining an Architect for this Project. Therefore the duties, obligations and involvement of the "Architect" as used in the Contract Documents shall not apply to this Project.

The Owner and Contractor agree as follows:

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete AIA Document A201™-2017, General Conditions of the Contract for Construction, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.
**TABLE OF ARTICLES**

1. THE CONTRACT DOCUMENTS
2. THE WORK OF THIS CONTRACT
3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4. CONTRACT SUM
5. PAYMENTS
6. DISPUTE RESOLUTION
7. TERMINATION OR SUSPENSION
8. MISCELLANEOUS PROVISIONS
9. ENUMERATION OF CONTRACT DOCUMENTS

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be:

(Select one of the following boxes.)

- [ ] The date of this Agreement.
- [ ] A date set forth in a notice to proceed issued by the Owner.
- [X] Established as follows:

  *(Insert a date or a means to determine the date of commencement of the Work.)*

  From date of receiving advance payment in the amount of 25% of the Contract Sum (the "Advance Payment"). Each Application for Payment shall be reduced by 10% of the Advance Payment amount (then remaining) until the Advance Payment is exhausted.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

- [ ] Not later than ( ) calendar days from the date of commencement of the Work.
- [X] By the following date: 6 months after commencement of work

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>100%</td>
<td>6 months subject to DCRA delays to the project schedule.</td>
</tr>
</tbody>
</table>

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be One Million Five Hundred Eighty-Six Thousand Dollars and Zero Cents ($1,586,000.00), subject to additions and deductions as provided in the Contract Documents. Breakdown as following:

Contract Sum: $1,586,000.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

| Item | Price |

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

| Item | Price |

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit ($0.00) |

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)
ARTICLE 5 PAYMENTS
§ 5.1 Progress Payments
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 5 day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (10) days after the receiving the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment. As a condition precedent to payment, the Contractor shall provide a lien waiver from the Contractor on Exhibit C-1 and each subcontractor on Exhibit C-2 providing labor or materials in excess of $25,000 (in the aggregate), which shall include a waiver of lien rights not only on the Project but also with respect to the property adjacent to the East wall, 2325 Wyoming Ave (the "Dittus Property").

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:
.1 That portion of the Contract Sum properly allocable to completed Work;
.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
.3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:
.1 The aggregate of any amounts previously paid by the Owner;
.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
.5 The reduction in the Advance Payment, as described in Section 3.1; and
.6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage
§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Invert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)
10% Notwithstanding anything to the contrary in this Agreement, the Owner may withhold sufficient amounts in any Application for Payment such that it is holding 10% of the Contract Sum until the conditions for Final Completion and Final Payment have been achieved.

§ 5.1.7.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
1. the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
2. a final Certificate for Payment has been issued by the Contractor.
3. a final lien waiver has been received from the Contractor on Exhibit D-1 and all subcontractors on Exhibit D-2 providing more than $25,000 in labor or materials (in the aggregate) which shall include a waiver of lien rights not only on the Project but also with respect to the property adjacent to the East wall, 2325 Wyoming Ave (the “Dittus Property”).

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Contractor’s final Certificate for Payment, or as follows:

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)
ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

15% of remaining contract amount.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Roya Rahmani
2341 Wyoming Ave., NW
Washington, DC 20008

Yama Nezam
2341 Wyoming Ave., NW – Washington, DC 20008
Telephone Number: 202-483-6410 Ext. 1009
§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

Raed Kolaghassi  
1053 31st Street, NW  
Washington, DC 20007  
Mobile Number: 703-932-0406  
Email Address: rkolaghassi@kadcon.com

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents. N/A

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:  
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:
1. AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
3. AIA Document A201™–2017, General Conditions of the Contract for Construction
4. AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this Agreement.)

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| .7 | Addenda, if any: | N/A |


User Notes: (1113665387)
Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

### Other Exhibits:

(Insert all boxes that apply and include appropriate information identifying the exhibit where required.)

- **Ex. A-1**: KADCON Proposal - Afghanistan Embassy Walls #4 - 08-26-2019
- **Ex. A-2**: RFP 731P Embassy of Afghanistan 08.24.2019
- **Ex. A-3**: 2019-8-15_2651 Geotechnical Report
- **Ex. A-4**: 50355-V-Base Survey sheet border
- **Ex. A-5**: 50355-Wall Dimension Worksheet
- **Ex. A-6**: 50355-Wall Cross Sections
- **Ex. A-7**: 8135A - Subsurface Utility Level 9 Designation Worksheet
- **Ex. B**: Insurance
- **Ex. C**: Interim Lien Waiver
- **Ex. D**: Final Lien Waiver

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan: N/A

### Supplementary and other Conditions of the Contract: N/A

<table>
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<tr>
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[ ] Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

N/A

This Agreement entered into as of the day and year first written above.

The Islamic Republic of Afghanistan

By: ____________________________
Name: Zoya Rahmani
Title: Ambassador

KADCON Corp.

By: ____________________________
Name: Raad Khaghassi
Title: Executive-Vice President
سفارت جمهوری اسلامی افغانستان
واشنگتن دی سی - ایالات متحده آمریکا

د اهمیت درجه: 

به تعقیب نامه شماره ۹۱۲ مورخ ۱۳۹۸/۸/۲۴ این سفارت احتراماً نگاشته می‌شود.

به تاسیس از فیصله شماره ۳۴۵۷ کمیسیون محترم ملی ندارکات و با در نظر داشت قرارداد امضا شده میان این سفارت و شرکت KADCON، شرکت متذکره خواهان پرداخت قسط اول ۲۵٪ از هزینه اعضا دیوان سفارت جمهوری اسلامی افغانستان در شهر واشنگتن دی سی که مجموعاً جمعی‌تبار مبلغ سیصد و نود هزار پینجسپید که ۲۵٪ بنزه را KADCON مطالعه می‌نماید فرستاده شد.

خواهشمند است موضوع را از طریق خوشبختی به اداره مربوطه متعکس ساخته تا مبلغ ۳۹۶۵۰ دلار آمریکایی جهت پرداخت به شرکت یاد شده به حساب سفارت جمهوری اسلامی افغانستان در شهر واشنگتن دی سی منتقل گردد.

با احترام

رویا رحمانی
سرپرست و نماینده فوق العاده
Bill To: The Islamic Republic of Afghanistan
2341 Wyoming Ave., NW
Washington, DC 20008

Job address: 2341 Wyoming Ave., NW
Washington DC 20008

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Thank you for your business!