

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

**AGREEMENT FOR PROFESSIONAL SERVICES**

This agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and [VAI Architects Incorporated], a [ Corporation] (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist the City in [ Fire Station 6 Design & Construction Phase 1 ] (the “Project”) on the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Professional desires to render services for the City on the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I  
Term**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**Article II  
Scope of Service**

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services. The Professional shall perform the services: (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in the Scope of Services, if any.

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

2.4 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the standard of care applicable by law to the services performed hereunder.

2.5 Upon execution of this Agreement the City has the right to use the Professional's instruments of service, including but not limited to reports, maps, cost estimates, recommendations or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Professional as set forth in the Scope of Services.

### **Article III Schedule of Work**

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

### **Article IV Compensation and Method of Payment**

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the

services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services, and the submittal of "AS BUILT" drawings, or record drawings, as applicable.

4.2 Unless otherwise provided in the Scope of Services the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 The hourly rates set forth in the Scope of Services, if any shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

**Article V  
Devotion of Time; Personnel; and Equipment**

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

**Article VI**  
**Miscellaneous**

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Eric Ellwanger  
City Manager  
City of Allen, Texas  
3rd Floor, Allen City Hall  
305 Century Parkway  
Allen, Texas 75013  
214.509.4110 - telephone  
214.509.4118 - fax

With a copy to:

Peter G. Smith  
City Attorney  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Ross Tower  
500 North Akard Street  
Dallas, Texas 75201  
214.965.9900 – telephone  
214.965.0010 - fax

If intended for Professional:

VAI Architects Incorporated  
Attn: BARTON DRAKE  
VAI ARCHITECTS  
15301 SPECTRUM DR. # 450  
ADDISON, TX 75001  
972.934.8888 - telephone  
- fax

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to the work and services provided by the Professional pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under

this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Consultant shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Professional by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.10 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any

federal department or agency, the State of Texas or any of its departments or agencies.

- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Allen.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of Allen of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.11 Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.14 Prohibition of Boycott Israel. Professional verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Professional is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

*(Signature Page to Follow)*



EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF ALLEN, TEXAS

By: \_\_\_\_\_  
Eric Ellwanger, City Manager

ATTEST:

By: \_\_\_\_\_  
Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(VAI ARCHITECTS INCORPORATED)

By:  \_\_\_\_\_  
Name: BARTON DRAKE  
Title: PRINCIPAL

**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**(TO BE ATTACHED)**

---



January 06, 2019

sent via email:amdaniel@cityoffallen.org

Mr. Ashley McDaniel, Facilities Project Manager  
Allen City Hall, 1<sup>st</sup> Floor  
Engineering Department  
305 Century Parkway  
Allen, Texas 75013

**RE: PRICING PROPOSAL FOR PROFESSIONAL DESIGN SERVICES  
Allen Fire Station #6, Allen, Texas**

Dear Mr. McDaniel:

The office of VAI Architects Incorporated (VAI) is pleased to present to the City of Allen (Client) the following proposal for professional design services for design of a new City of Allen Fire Station No. 6. This proposal directly responds to the documents issued by the City of Allen Engineering Department called Request for Interview, Solicitation #2019-9-89, October 2019, dated Friday, September 20, 2019 (See Attachment A).

## **I. PROJECT DEFINITION**

We estimate the new Fire Station facility consists of approximately 18,500 gross square feet of building area based on the one-story schemes developed by VAI for the interview. The final new facility design shall satisfy the Client and Allen Fire Department program requirements and development guidelines for an anticipated maximum personnel load of 12-fire fighters (both male and female) per 24 hour shift, with ratios expected 10 men to 2 women and five drive-through bays of 16" width – 16" height – 80' long. The new design is to have a more traditional look consistent with images of other fire stations presented by VAI during their interview.

## **II. SCOPE OF SERVICES**

The office of VAI proposes to provide the following professional architectural design services.

### **A. Professional Design Services**

The following Services will be provided:

Architecture, Civil Engineering and Landscape Architecture services required to satisfy city process requirements for zoning and site plan

These services will be executed according to the following project phases.

vai architects incorporated

15301 spectrum drive • suite 450 • addison, texas • 75001 • (972) 934-8888

**Phase IA– Programming Verification**

Upon receipt of fully executed contracts and the formal Authorization to Proceed, VAI will begin the programming / conceptual design phase. The purpose of this phase is to validate and finalize the program and parameters of the Project as defined with the Client, research existing similar facilities to understand operational and functional needs/requirements of the Owner, and research and define site restrictions and land use issues. At completion of this phase, the design team will issue a written evaluation of the program and budget, and prepare any recommended modifications for Owner Review.

**Phase IB– Conceptual Design Phase**

Running concurrently with Phase IA of the Project, VAI will begin the Conceptual Design Phase. Conceptual Design Documents including drawings and other documents that will illustrate the scale and relationship of the Project Components. VAI will present optional conceptual plans, integrating site planning, which VAI would submit to Client and City Council. This process will result in a final selected solution that will be developed into the final conceptual design, which will result in a final presentation boards and a description of the Project along with a Probable Cost Statement and a Project Schedule. The schedule shall include civil work/infrastructure; building construction; site work; and so forth. Conceptual schemes will be developed to a level adequate to allow Owner selection of one of the concept schemes. Once the final scheme is selected it will be developed through the remainder of the Conceptual Design Phase.

We anticipate the following deliverables would be developed during the course of this phase of the work:

**Program Validation and Concept Study Deliverables:**

1. Comprehensive Project Schedule
2. Site Evaluation Report & Alternate Site Plan configurations
3. Boundaries, Utility and Tree Survey
4. Program Spreadsheet
5. Conceptual Floor Plan Schemes for new fire station

**Planned Development Amendment Deliverables:**

1. Site plan
2. Landscape plan
3. Exterior elevations and perspective views to convey design intent and materials

**Site Plan Submittal Deliverables:**

1. Site Plan
2. Grading and Utility Plan
3. Conceptual Landscape plan
4. Tree Mitigation plan
5. Exterior elevations and perspective views to convey design intent and materials
6. Site Photometric plan
7. Dumpster enclosure details

**Meetings, Presentations, and Travel:**

During Phase IA and IB, we have anticipated bi-weekly coordination meetings with the Owner. Bi-weekly meetings may be conducted via internet based collaborative meeting formats instead of face to face meetings when agreed to by Client.

This proposal also includes presentations to the P&Z TRC and City Council for the Planned Development Amendment and Site plan submittal to the City TRC.

**B. Additional Services**

The items listed below are included in the services covered under this proposal. Refer to Exhibit A for detailed scope.

1. Surveying Services
2. Planning Services
3. Floodplain Services
4. Environmental Services
5. Traffic Engineering Services

The items listed below are not included in the services covered under this proposal.

1. Permit agency appeals or variance hearings
2. Traffic signalization design
3. Traffic control Plan
4. Traffic Signal Warrant Analysis (independent report)
5. Design of scaffolding construction equipment structures and/or fencing
6. Design of communications systems beyond coordinating j-box locations
7. Design of security systems beyond coordinating j-box locations
8. Design of audio/video systems beyond coordinating j-box locations
9. Specialty lighting design or acoustical design
10. Commercial food Service or vending systems design beyond gas cook top/hood
11. Value Engineering Studies beyond those necessary for budget compliance.
12. Detention Ponds

**C. Design Team**

With prior written approval from Owner, VAI will have the right to replace current consultants or utilize other design consultants as will best serve the project during the design phase.

**Architectural / Overall Project Management**

VAI Architects

**Landscape**

Half Associates, Inc.

**Civil / Survey**

Pacheco Koch Engineers

**III. PROJECT SCHEDULE**

Upon execution of the contract and notice to precede VAI will prepare a detailed project schedule for the entire project inclusive of all owner review periods, proposed milestones, using Microsoft Project. A list of critical dates will be developed from this schedule and updated as the project progresses. Our initial estimate of the schedule is four (4) months for this design phase. Our initial estimated schedule is as follows:

<u>Phase</u>	<u>Duration</u>
IA. Programming	2 months
IB. Conceptual Design	2 months

**IV. BASIS OF COMPENSATION**

**A. Professional Services**

The proposed professional fee for the design services for the scope of Professional Design Services described above is calculated on a lump sum basis as follows:

**Phase I A & B Professional Design Services**  
**\$95,000.00 Plus Reimbursable Expenses and Additional Services (reference B and C below)**  
**(Ninety-Five Thousand and 00/100 dollars)**

**B. Project Expenses**

We have provided a Not-to-Exceed allowance **\$5,000 for Project expenses**. Project expenses are excluded from the fee and will be billed at 1.1 times actual cost. These expenses include reproduction of documents for design reviews and submittals; mailings, couriers or special overnight deliveries; special presentation media; long distance telephone; fees paid for securing approvals from Authorities having jurisdiction over the project including, TAS registration and inspection fees, permit fees and project related travel outside the Metroplex area

**C. Additional Services**

Fees associated with the services additional to the Professional Services described above will be:

**1. Surveying Services**

a. Topographical Survey	\$11,000.00
b. Site Boundary Determination	\$3,850.00
c. <u>Tree Survey</u>	<u>\$4,950.00</u>
<b>Total</b>	<b>\$19,800.00</b>

<b>2. Planning Services</b>	
a. Conceptual Civil Development Plans	\$20,350.00
b. <u>Project Coordination</u>	<u>\$4,400.00</u>
<b>Total</b>	<b>\$24,700.00</b>
<b>3. Floodplain Services</b>	
a. Data Collection	\$3,300.00
b. Hydraulic Analysis	\$19,800.00
c. <u>Narrative Drainage Report</u>	<u>\$9,900.00</u>
<b>Total</b>	<b>\$33,000.00</b>
<b>4. Environmental Services</b>	
a. Waters of The US Delineation	\$3,850.00
b. Protected Species Habitat Assessment	\$2,200.00
c. <u>Cultural Resources Assessment</u>	<u>\$3,850.00</u>
<b>Total</b>	<b>\$9,900.00</b>
<b>5. Traffic Engineering Services</b>	
a. <u>Site Traffic Review</u>	<u>\$6,600.00</u>
<b>Total Additional Services</b>	<b>\$94,000.00</b>

For additional services not included in this proposal, the billable hourly rates per Exhibit C will apply or can be negotiated as a Lump Sum.

Payment by the Client shall be made to VAI within thirty (30) days of monthly invoicing, based on percentages of completion of each stage of services.

#### V. Special Provisions

Please note that our office has made the following assumptions with respect to this proposal:

- A. Client will provide a single point of contact for this project. VAI will rely on the single point of contact for day-to-day communication, except when it is necessary to be involved in design review meetings with the City of Allen, Allen Fire Department, and various other meetings described in this proposal.
- B. Digital drawings will be prepared using Revit. Our team will coordinate with City of Allen drafting requirements. Other project documentation, including technical specifications, will be prepared utilizing Microsoft Word.
- C. No USGBC LEED or other sustainability program related design, management or registration is included.

Mr. Ashley McDaniel, Project Manager  
Fire Station #6  
Page 6 of 6

We look forward to working with you and all your team members on this very important project. Please do not hesitate contacting me should you have any questions or if additional information is required.

Sincerely,



Barton Drake, A.I.A., NCARB  
Principal/Architect

Attachments: Exhibit A, ~~Exhibit B~~, ~~Exhibit C~~, ~~Exhibit D~~ 

Copy: Russell Himes, Mark Mortimer