



An Employee-Owned Company

January 25, 2019

Mr. Dennis Goderre ASLA, AICP CUD
City Planner
City of Groton
295 Meridian Street
Groton, CT 06340

Re: Project: Electric Boat South Yard Assembly Building (SYAB)
 Technical Review
 Site: 75 Eastern Point Road
 BL Project No.: 1900041

Dear Mr. Goderre:

We are pleased to submit this Agreement to perform professional Services in connection with the above referenced Project.

BL Companies Connecticut, Inc., directly or through one or more affiliated companies, which together are doing business as “BL Companies,” and are referred to collectively below as the “Consultant” will perform professional Services for the City of Groton referred to below as the “Client”.

I. PROJECT UNDERSTANDING

This Agreement is based on Consultant’s understanding that the nature of the Project is the third- party review of documents and representation at meetings pertaining to applications filed with the City of Groton Zoning Board of Appeals (ZBA) and Planning and Zoning Commission (PZC) for the Electric Boat South Yard Assembly Building.

The location of the Project is 75 Eastern Point Road, as depicted on Site Layout Plan, SY-C-100, dated December 19, 2018, 30% Design For Review, prepared by Fuss & O’Neill, referred to below as the “Site”.

The professional Services to be provided are more specifically described in the Scope of Services below. Consultant’s Services generally will consist of application document review for Planning and Zoning Commission applications and meeting attendance on a time and materials basis. The work will be completed in accordance with an existing On-Call Agreement between the Consultant and the Client, and will be billed on a monthly basis.

II. CLIENT RESPONSIBILITIES

Client is responsible for providing the following information or other items to Consultant. Delays in providing, or omissions in, such information or items will likely result in Additional Services. Consultant may use such information in performing its Services and is entitled to rely upon the accuracy and completeness thereof. Unless specifically stated in the Scope of Services set forth below, Consultant will not independently verify such information and is not liable for any errors or omissions. The information and other items to be provided by Client, or other consultants acting on behalf of Client, are:

- Copies of reports, plans, and supporting documents filed with land use applications for the Planning and Zoning Commission with regard to the Electric Boat South Yard Assembly Building project.

III. SCOPE OF SERVICES

A. Basic Services

Consultant will perform the following phases of Basic Services in relation to the Site:

1. Meetings & Coordination
2. Architecture, Civil Engineering, Landscape Architecture, and Traffic Engineering Reviews.
3. Letter/Report of Findings and Recommendations
4. Bond Estimates

The specific tasks Consultant will perform as part of the Basic Services in relation to the Site are as follows:

1. Meetings & Coordination. Consultant will provide staff to attend internal staff meetings, Planning & Zoning Commission meetings and public hearings, weekly status meetings, pre-application meetings, informational meetings, site walks and field meetings, as requested by the Client. All meetings will be held in the City of Groton Municipal Building, with the exception of site walks and field meetings. Consultant will attend all meetings in-person unless the Client deems a conference call to be adequate. The following meetings are anticipated:

- 1 Site Visit
- 6 Bi-weekly Applicant Meetings
- 6 Bi-Weekly City of Groton Meetings
- 3 Planning and Zoning Hearings

2. Architectural, Civil Engineering, Landscape Architecture, and Traffic Engineering Reviews. The Consultant will prepare a professional third-party review of the Electric Boat South Yard Assembly Building Planning & Zoning Special Permit submission package.

The task will consist of a review of the application, engineering plans, traffic impact study reports, stormwater drainage reports, architectural plans, site plans, grading and drainage plans, site utility plans, lighting plans, landscape plans, Sedimentation & Erosion Control plans, details, and supporting documentation submitted as part of the applications. The Consultant will evaluate and review the application package being considered to applicable City of Groton Zoning Regulations, Plan of Conservation and Development, and the Municipal Stormwater Management Plan.

This item excludes reviews of applications to the City of Groton Inland Wetlands Commission, Harbor Management Commission, and Water Pollution Control Authority.

3. Letter / Report of Findings & Recommendations. The Consultant will prepare written summary letters/reports of findings and recommendations for the applications being considered along with suggested conditions and stipulations for each application.

Multiple review letters are anticipated to address the submission of revised documents during the local development permitting process. The Consultant will provide City Staff with review letters for submitted materials and provide recommendation for stipulations and conditions of approval. The Consultant will base these findings and recommendations based upon applicable guidelines, regulations, standards and professional judgment.

4. Bond Estimates. The Consultant will prepare one (1) erosion & sediment control bond estimate on behalf of the City of Groton Planning & Zoning Commission for review and consideration for the SYAB project. (or review bond estimate prepared by the applicant).

B. Exclusions And Additional Services

The Scope and Fee for Basic Services are based on information provided by Client. If Project parameters or field conditions vary significantly or if unforeseen circumstances arise, such changes will likely result in Additional Services and may affect construction costs and other Project costs.

The Services being provided within the Fee for Basic Services are only those which are expressly set forth in this Agreement. All other Services are Additional Services. Additional Services will be provided only if authorized by Client. Authorization may be made by any reasonable means including fax or email.

Except as may be described in the Basic Services set forth above, Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Site.

Consultant can provide any or all of the following Additional Services which is not an exhaustive list. Any Additional Services not listed below may be provided by others. Additional Services provided by Consultant will be paid on an hourly basis invoiced at the Consultant's Hourly Billing Rates in effect when the Services are performed.

1. In addition to the specific items identified as Additional Services under individual work phases, Consultant can provide additional types of Services including:
 - a. Survey Services including property surveys, topographic surveys, aerial mapping, easement maps, subdivisions, wetlands delineation and mapping, boundary monumentation and construction layout.
 - b. Environmental Services including (i) Phase I and Phase II Environmental Site Assessments, (ii) Hazardous Building Materials Inspection (HBMI), and (iii) investigation of vapor intrusion and supervising the design and implementation of remediation or mitigation strategies including vapor barrier and/or ventilation systems.
 - c. Geotechnical investigation, analysis and recommendations.
 - d. Subsurface utility engineering (SUE) to locate underground utilities.
 - e. Concept plans.
 - f. Traffic studies and analysis.
 - g. Civil site design.
 - h. Off-site improvement design.
 - i. Regulatory analysis and permitting strategies including zoning, wetlands and other local, state and federal requirements.
 - j. Regulatory permitting including local, state and federal environmental permitting
 - k. Regulatory permitting associated with local and state road opening, highway occupancy, encroachment and related traffic permitting.
 - l. Architecture and building design.
 - m. Structural engineering.
 - n. Mechanical, electrical, plumbing and fire safety engineering.
 - o. Design and specification of voice and data cabling systems, infrastructure and equipment.
 - p. Interior Design.
 - q. Landscape architecture.
 - r. Bid phase Services.
 - s. Construction cost estimating.
 - t. Construction administration.
 - u. Construction inspection.
 - v. Assistance with LEED, Green Globe or similar energy or environmental certifications.
 - w. Commissioning.
 - x. Cultural Resource services including Section 106 compliance; historic architecture and archaeological investigations; and Geographic Information Systems (GIS) analysis.
 - y. Natural Resource services including National Environmental Policy Act (NEPA) and any state and local environmental policy act compliance, state and federal wetland delineations, jurisdictional determinations and wetland functional assessments including stream assessments and restoration techniques, habitat assessments, vernal pool assessments and surveys as well as Section 7 coordination under the Endangered Species Act, including bat habitat assessments.
2. Any services in support of litigation, mediation, an administrative action or arbitration relating to the Project or the Site and any additional design or permitting activities resulting from the final resolution of such litigation, mediation, administrative action or arbitration.

3. Modifications to Consultant's work required by changes in applicable federal, state and local law, including statutes, ordinances and regulations.

IV. SCHEDULE

Consultant will work with the Client to develop a schedule that is mutually agreeable to both parties.

V. FEES AND EXPENSES

A. Fees For Basic Services

The Fee specified is based on Consultant providing all of the Services included in Basic Services. If the Client desires Consultant to perform some, but not all, of the Services included in Basic Services, then the Fee for individual phases may increase. The revised Fee will be negotiated separately.

The Fee specified is based on Consultant performing the Basic Services in a logical and efficient sequence. If Client directs a different sequence of Services, such revised sequence will likely require Additional Services and may impact the Schedule of the Project including regulatory review and approvals. Consultant shall not be responsible for any increased costs or delay in the Project resulting from Client's decision to alter the sequence.

The breakdown of the Total Fee among the phases as set forth below is a good faith estimate. The cost of particular phases of Services may exceed the estimate below, but Consultant will not incur Fees beyond the total for items within the Total Fee without Client authorization.

Basic Services Phase	Services / Description	Fee Type	Estimated Hours	Fee
1.	Meetings & Coordination	Hourly Estimated	276	\$55,000
2.	Architectural, Civil Engineering, Landscape Architecture, and Traffic Engineering Reviews	Hourly Estimated	246	\$50,000
3.	Letter / Report of Findings and Recommendations	Hourly Estimated	77	\$15,000
4.	Bond Estimate	Hourly Estimated	24	\$5,000
	Reimbursable Expenses			\$2,000
	SUBTOTAL FEE		623	\$127,000
	Additional Services / Contingency		311	\$63,500
	150% SUBTOTAL FEE		934.5	\$190,500
	Total Fixed and Hourly Estimated Fee	Total Fee	934.5	\$190,500

Hourly Estimated Fee. Consultant will provide the Basic Services identified as “Hourly Estimated” on an Hourly basis at its Hourly Billing Rates in effect when the Basic Services are performed and Client will pay for the time actually spent. The Hourly Estimated Fee has been provided at the Client’s request for tasks as to which: (a) the scope is not fully defined and, therefore, no Total Fee can be provided or (b) the extent of Consultant’s effort that will be required to perform the scope is unknown at this time. Accordingly, the Hourly Estimated Fee is a good faith estimate based on the information currently available about the Project, the Scope of Service and the level of effort. Consultant cannot and does not guarantee that the Basic Services can be completed within the Hourly Estimated Fee. Fees for each phase will be billed monthly on the basis of time spent.

B. Fees for Additional Services

All Additional Services will be paid in addition to the Total Fee. Unless otherwise agreed, such Additional Services will be paid on the basis of actual time spent using the Hourly Billing Rates in effect when the Services are performed.

C. Reimbursable Expenses

1. Expenses included as overhead:

Routine copies and printing, first class postage, routine local and long distance telephone service and facsimile transmission and receipt will be provided without charge.

2. Expenses reimbursable to Consultant:

All other out-of-pocket expenses including subconsultants, subcontractors, materials, equipment rentals, mileage, travel expenses, additional insurance requirements imposed by the Client, multi-set or large volume copying and printing, binding, overnight delivery service, deed and map copies and application Fees and related expenses required for agency or Client submissions are Reimbursable Expenses. Client will pay Reimbursable Expenses to Consultant at cost plus fifteen percent (15%) for administration and overhead.

D. Hourly Billing Rates

Consultant will utilize the following Hourly Billing Rates, which include fringe, burden and overhead:

**Hourly Billing Rates
January 1, 2019**

<u>Classification:</u>	<u>Hourly Rate:</u>
Senior Principal	\$225-\$275

ENGINEERING & LANDSCAPE ARCHITECTURE

Principal Engineer	\$185-\$275
Principal Landscape Architect	175-220
Senior Project Manager	175-230
Project Manager	145-190
Senior Engineer	130-180
Project Engineer	90-135
Staff Engineer	85-120
Senior Landscape Architect	140-160
Project Landscape Architect	95-120
Staff Landscape Architect	85-95
Principal Construction Inspector	150-175
Senior Construction Inspector	125-135
Construction Inspector	80-100
Project Coordinator	85-95
Senior GIS Specialist	105-125
GIS Specialist	85-100
GIS Technician	65-80
Senior CADD Designer	90-125
CADD Designer	75-85
Technician	50-70
Senior Administrative Assistant	80-90
Administrative Assistant	55-80

ARCHITECTURE

Principal Architect	\$190-\$250
Senior Project Manager	190-225
Project Manager	140-185
Senior Project Architect	150-160
Project Architect	130-150
Job Captain	120-140
Staff Architect	70-100
Senior Designer	110-120

Designer	80-95
CADD Operator	75-85
Senior Construction Manager	175-185
Construction Coordinator	70-95
Administrative Assistant	55-75

E. Fee Protection

The Fee shall remain in effect for Services provided within six months of the date of this Agreement. Consultant retains the right to revise the Fee and/or update this Agreement if this Agreement is not executed by the Client within six months of such date.

The Hourly Billing Rates shall remain in effect for work done during the calendar year. Consultant adjusts its Hourly Billing Rates annually on January 1.

F. Billing

Consultant will bill Client by issuing invoices as of the end of each month beginning with the commencement of work and continuing through Project completion. Each monthly invoice will be for all Fees earned (whether for Basic Services or Additional Services) and Reimbursable Expenses incurred by Consultant during the month. Sales and Use Tax, if any, imposed on the Client will be added to the bill. Client agrees that all invoices are due no later than thirty days after the date of the invoice. Client's payment of the invoice will acknowledge that Client is satisfied with Consultant's services and knows of no defect or deficiency in Consultant's services at the time of payment. If Client objects to all or any portion of the invoice, Client will notify Consultant within ten (10) business days from the date of receipt of the invoice and shall make timely payment of the undisputed portion of the invoice. The parties will immediately confer to resolve the disputed portion of the invoice.

Consultant reserves the right to charge interest at 1.5% per month on the unpaid balance of any invoice beginning on the 31st day after the date of the invoice. Consultant also reserves the right to suspend or terminate Services on all of Client's Projects if any balance remains unpaid for more than 30 days after the date of the invoice. If Client is or has been delinquent in its payments, Consultant reserves the right to require payment prior to the commencement of additional work. Consultant shall not be liable to Client for any costs or damages or any impact on Project Schedule that may result from Consultant's suspension of services due to Client's nonpayment. If Consultant resumes services after all invoices have been paid, the schedule and compensation may be equitably adjusted to reflect any delays or additional costs caused by such suspension of services. Continuation of service is not a waiver of Consultant's right to collect all sums due and is not a waiver of Consultant's right to suspend or terminate Services at a later time. The suspension or termination of Services shall be without further obligation or liability from Consultant to the Client but shall not relieve the Client of the obligation to pay for Services performed by Consultant through the date of termination. Consultant reserves the right to

withhold any deliverables until Client has paid in full. If Consultant engages an attorney or collection agency to collect any unpaid balances, the Client shall be responsible for all costs, expenses, attorney fees for outside and in-house counsel and collection fees incurred by Consultant in the collection of any unpaid balances.

VI. TERMS & CONDITIONS

This Agreement is subject to the terms and conditions of the existing Master Service Agreement between the Consultant and Client.

VII. CLOSING STATEMENT

If this Agreement, along with the attached Consultant Contract Provisions, is agreeable, please indicate your acceptance by signing on the attached acceptance form, and by returning an executed Agreement along with the retainer, if required, to the named individual below. A signature transmitted by electronic means shall be binding and have the same force and effect as an original signature. Any changes to this Agreement must be initialed by both parties to be binding.

After we receive the executed Agreement from you, and any required retainer, we will execute it to make it a binding Agreement and return one (1) fully executed Agreement to you.

We look forward to participating in the successful realization of this Project.

Very truly yours,

BL COMPANIES, INC.

By:  _____
John Schmitz
Project Manager

[Execution signatures on following page]

ACCEPTED AND AGREED

CLIENT
CITY OF GROTON

By: 

Date: Jan 2/11/19

Printed Name: Keith Hedrick

Title: Mayor

CONSULTANT
BL COMPANIES, INC.

By: 

Date: 2/13/19

Printed Name: DEREK A. KOHL

Title: VICE PRESIDENT

Please send executed Agreement to:
BL Companies, Inc.
355 Research Parkway
Meriden, CT 06450
Attention: John Schmitz
jschmitz@blcompanies.com

CONSULTANT CONTRACT PROVISIONS

1. **CONTRACT** – This Agreement constitutes the full and complete agreement between the parties and may be changed, amended, added to, superseded or waived only if both parties specifically agree in writing to such amendment of the Agreement. This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. In the event of any inconsistency between this Agreement and any proposal, contract, purchase order, requisition, notice to proceed or like document, this Agreement shall govern.
2. **RIGHT OF ENTRY** – When entry to property is required for the Consultant to perform its Services, the Client agrees to obtain legal right-of-entry on the property.
3. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations and other documents, including those in electronic form, prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant-generated documents for marketing purposes, for purposes other than the purpose for which the documents were prepared by Consultant, or for future modifications, without Consultant's express written permission.

Any reuse or distribution to third parties without such express written permission or specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, independent professional associates, subconsultants and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Consultant from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.
4. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any Services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over contractor's work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the contract documents.
5. **STANDARD OF CARE** – Consultant and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that Services provided will be rendered without any warranty, express or implied. The Client recognizes that the professional standard of care does not require that the Consultant's instruments of service be perfect and that some change orders may be required even by instruments of service that meet the professional standard of care. Accordingly, and in recognition of the possibility of unforeseen circumstances occurring during the life of the Project, the Client agrees that the Project budget for design and construction will include a contingency which is reasonable in light of the stage of the Project and the information available at the time the budget is

established. Consultant will not be liable for increased construction costs that are within a reasonable contingency.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's Services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect.

In the event a change is required because the Consultant breached the standard of care, then: (1) the Consultant shall be responsible for revising its instruments of service at no cost to the Client; (2) if a required item or component of the project is omitted from the construction documents or if a change order is otherwise required, Consultant shall be responsible for paying the incremental cost of adding or correcting that item or component, excluding the reasonable cost that would have been incurred by the Client at the time of the original bid for such Project item or component to the extent such item or component would have been required and included in the original construction documents; (3) in no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

6. **OPINION OF PROBABLE COSTS** – When required as part of its work, Consultant will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Consultant hereunder will be made on the basis of Consultant's experience and qualifications and will represent Consultant's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that Consultant does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.
7. **SUSPENSION OF WORK** – The Client may, at any time, by written notice, suspend further work by Consultant. The Client shall remain liable for, and shall promptly pay Consultant for all Services rendered to the date of suspension of Services. Continuation of the Services at a later date may result in additional fees.
8. **TERMINATION** – This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Client will pay Consultant for all Services rendered and Reimbursable Expenses incurred under this Agreement to the date of termination.
9. **INSURANCE** – Consultant will maintain Worker's Compensation insurance meeting statutory requirements and will maintain general liability, automobile liability, and professional liability coverage of at least one million dollars (\$1,000,000.00) during the time Consultant is providing Services to Client.

No one other than Client and Consultant are an intended beneficiary of this Agreement.

10. AGREED REMEDY. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that, to the maximum extent permitted by law, Client agrees to limit the total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents and subconsultants for any and all of the Client's or anyone claiming by, through or under the Client's damages, injuries, claims, losses, or expenses whatsoever arising out of or in any way related to Consultant's Services, the Project or this Agreement, to the sum of two hundred fifty thousand dollars (\$250,000.00) or the Consultant's total Fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

11. CHANGES OR DELAYS –The Fees described in Section V constitute Consultant's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning, accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if Consultant's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant. Temporary work stoppages caused by any of the above may result in additional costs. When such delays beyond the Consultant's reasonable control occur, the Client agrees that the Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement.

12. MISCELLANEOUS

Governing Law and Dispute Resolution: The laws of the State of Connecticut shall govern the validity and interpretation of this Agreement.

The Client and Consultant agree to submit all claims and disputes arising out of Consultant's performance under this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

Client and Consultant mutually consent and submit to the jurisdiction of the federal and state courts for the State of Connecticut and agree that any action, suit or proceeding arising out of this Agreement may be brought in the federal or state courts for the State of Connecticut. The parties mutually acknowledge and agree that they will not raise, in connection with any such suit, action or proceeding, any defense or objection based upon lack of personal jurisdiction, improper venue or inconvenience of forum.

Invalid Terms: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Reliance: Consultant shall be entitled to rely on the accuracy and completeness of any and all information provided by the Client, Client's consultants and contractors and information from public records without the need for independent verification.

Non-solicitation: The Client and the Consultant agree that during the term of this Agreement and for one year thereafter not to for themselves or for any other person or entity, directly or indirectly (1) cause or induce or attempt to cause or induce any employee of the other party to leave employment or (2) employ or engage or attempt to employ or engage any employee of the other party.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party.

Certifications: Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's Services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of Services hereunder.

Consequential Damages: Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Project Information: Consultant shall have the right to include photographic or artistic representations and a description of the project among Consultant's promotional and professional materials, print and electronic. Consultant shall be given reasonable access to the completed Project to take photographs or make such representations.

Authorization: Client agrees that the individual signing this Agreement is duly authorized to fully bind the Client, its successors and assigns.