



May 14, 2020

Mr. Dale Kroop
Hamden Government Center
Finance Department
2750 Dixwell Avenue
Hamden, Connecticut 06518

Re: Project: Pre-Acquisition Due Diligence
Site: High Meadows
Hamden, Connecticut
BL Project No.: 2000201

Dear Mr. Kroop:

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

BL Companies, 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 **Town of Hamden** referred to below as the "**Client**".

I. PROJECT UNDERSTANDING

This Agreement is based on Consultant's understanding that the nature of the Project is to conduct environmental due diligence and to prepare a building condition assessment associated with potential acquisition of real estate. The existing site is a 50-acre site with eight buildings. This property was a reform school for boys and subsequently used as swing space for Vocation Technical Education.

The purpose of the building assessment is to inform the Client of the condition of the buildings and their systems in order to assist in the process of evaluating the potential purchase of the property. The scope of work will be based on non-invasive field observations of the building interior and exterior, discussion with building representatives, if available, and review of available reports, drawings, or other related documents that may reveal known issues requiring remediation.

The location of the Project is High Meadows 825 Hartford Turnpike, Hamden, CT referred to below as the "Site".

The professional Services to be provided are more specifically described in the Scope of Services below.

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:

- Providing Consultant with lawful access to the Site.
- Copies of existing drawings, boundary or topographic surveys, previous environmental reports, previous building assessment reports, chain of title, environmental liens or activity and use limitations, and any other existing information regarding environmental conditions at or relevant to the Site, if available.
- Completion of the User Questionnaire described in Section III, A, 1 below.

III. SCOPE OF SERVICES

A. Basic Services

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

1. Phase I Environmental Site Assessment
2. Building Conditions Assessment
3. Hazardous Building Materials Assessment
4. Project Reporting

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

1. **Phase I Environmental Site Assessment.** Client has requested that Consultant conduct a Phase I ESA in conformance with the ASTM Designation E-1527-13 "Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process."

As set forth more fully below, the ASTM E-1527-13 standard requires Client to complete certain tasks and inquiries, and provides Client with the option to share that information with Consultant. These inquiries will be sent to Client in the form of a User Questionnaire. The Questionnaire should be completed by the person with the most detailed knowledge of the property. This Questionnaire should be completed and returned to the Consultant as soon as possible after the authorization to proceed in order

that the Consultant may visit the property, perform the Site reconnaissance, and meet the Report due date. If Client does not share the information, Consultant may likely identify the absence of this information as a data gap. If such data gap is deemed significant, Consultant may suggest further action be taken (see Section 1.1, Data Gaps).

Consultant will seek to identify conditions indicative of releases and threatened releases of hazardous substances and petroleum products at, in, on or under the Site through gathering information of: (1) current and past property uses and occupancies; (2) current and past uses of hazardous substances and petroleum products; (3) waste management and disposal activities; (4) current and past corrective actions and response activities at the Site; (5) engineering controls at the Site; (6) institutional controls at the Site; and (7) properties adjoining or located nearby the Site. The goal of the process will be to identify recognized environmental conditions ("RECs"), historical recognized environmental conditions ("HRECs"), business environmental risks ("BERs"), and de minimis conditions.

Consultant will obtain this information through:

a. Interviews

1. It is imperative that the Key Site Manager(s), which may include the property owner, operators and occupants of the Site, is/are available during the Site visit for Consultant to interview. Consultant will work with the Site representative to identify this/these individuals prior to visiting the Site. In addition, Consultant will need to have access to this/these individuals during the interview process. The identity of this/these individuals will be discussed more fully with Client prior to the Site visit.
2. Consultant is relying on Client to provide Consultant with contact information for the above individual(s). In the cost presented herein, Consultant has not allowed time to conduct detailed searches for these individuals or for information on them. If Client wishes Consultant to pursue these contacts, Consultant can complete this work on a time and material basis.

b. Review of historical sources of information;

1. The ASTM E-1527-13 standard requires an identification of all obvious uses of the Site from the present back to the first developed use or to 1940, whichever is earlier. Only those standard historical sources considered necessary and reasonably ascertainable will be reviewed.

c. Review of Federal, State, tribal, and local government records;

1. Consultant will conduct a review of regulatory databases information using

reasonably ascertainable environmental databases for the geographical area in question.

- d. Site Reconnaissance/Visual inspections of the facility and adjoining properties;
 1. Consultant will conduct a reconnaissance of the Site to observe current conditions and obtain information indicating the likelihood of identifying RECs. During the Site visit, the accessible portions of the property and any Site building(s) will be traversed, including the accessible portions of the perimeter of the Site and a visual assessment will be made for the presence or evidence of releases or threatened releases of hazardous substances and petroleum products as well as areas where hazardous substances and petroleum products have been used, stored, treated, handled, or disposed. Consultant will document the current conditions of the Site with photographs.
 2. During the Site visit, Consultant will observe and evaluate adjacent properties and the local area, as deemed necessary, for their potential to environmentally impact the Site. Consultant will document the current condition of the adjacent properties and local area, as deemed necessary, with photographs. Consultant will not physically visit adjacent properties unless permission from the off-site property owner has been granted. Consultant will document any limitations to the Site reconnaissance. This will include areas at the Site that Consultant could not access or observe and limitations associated with accessing/observing adjacent properties. These limitations may be determined to be data gaps.
- 1.1 Data Gaps.** Consultant will identify any data gaps that were encountered while completing the Phase I ESA. The report will identify and comment on the significance of data gaps that affect Consultant's ability to identify conditions indicative of a release or threatened release of hazardous substances or petroleum products, and will document the sources of information that were consulted to address the data gap.

Note: Collection of building materials or environmental media such as soil, sediment, ground water, surface water, etc. is not part of the Phase I Scope of Work as designated by ASTM E-1527-13, but can be completed as Additional Services. The Phase I ESA is not intended to identify materials that may be buried or materials that are not visible. In addition, the scope of work completed in accordance with the ASTM E-1527-13 does not include the completion of a Vapor Encroachment Screening in accordance with ASTM E-2600-10.

- 1.2. Limited Wetland Determination.** The purpose of the wetland evaluation will be to determine the general possibility of the presence of wetlands at the Site. The determination will not be a formal wetland identification or delineation.

- 1.2.1 Review published Federal wetland mapping (e.g., National Wetlands Inventory), where reasonably ascertainable, to determine the presence of mapped wetlands at the Site.
- 1.2.2 Conduct a visual assessment for the presence of standing water and/or vegetation potentially indicative of wetlands on the Site.

2.0 Building Conditions Assessment.

2.1 Architectural Review. Consultant will review any reports or documents describing the building that may be available in preparation for field observations. Following review of available documents, Consultant will mobilize the architect and one engineer to visit the buildings to make visual observations of the building exteriors, interiors, and systems. Building observations will be non-invasive. No destructive testing will be undertaken. A report will be issued to summarize observations made. Observations will include:

- 2.1.1 **Building Exterior:** Consultant will review the building roofs, windows, doors, and entrances to determine their condition and provide an opinion of remaining serviceable lifespan, and an opinion of the potential to bring to a current useful condition.
- 2.1.2 **Building Interior:** Consultant will visit all floors of the buildings including lower levels to determine the condition of building interiors. Extent and location of observations will be dependent upon access arranged by Client.
- 2.1.3 **Building and Life Safety Code Improvements and general accessibility:** Scope outline will include major code improvements; however, a detailed code review and accessibility is not included in the scope of work.
- 2.1.4 **Building Assessment Report:** Based on the review with Client, the Consultant will prepare and issue the final report to outline observations regarding the condition of the building exteriors, interiors, and systems. The report will identify potential corrective work required for the buildings and systems and will be supported by representative photographs and narratives.

2.2 Structural Review. The Consultant will visit the project Site to review the existing conditions of the buildings' structural components.

- 2.2.1 It is assumed that the Client will provide safe access to the buildings including roofs. This effort will not use any destructive investigative methods, so unobserved areas, concrete members and foundations will be evaluated based on engineering judgement.

2.2.2 Based on the gathered information, the Consultant will prepare a final report that will describe the existing building structures, identify any observed structural deficiencies or deteriorations, and provide any recommendations for repairs if necessary. This report will include our assessments and recommendations and will include photos of representative areas.

2.3 Mechanical, Electrical, Plumbing and Fire Protection Review. The Consultant will visit the project Site to review the existing conditions of the buildings' Mechanical, Electrical, Plumbing and Fire Protection components.

2.3.1 Mechanical: Consultant will perform an evaluation of the HVAC equipment and systems and evaluation of distribution system. The intent is to review the adequacy, capacity and condition of the heating and cooling systems.

2.3.2 Electrical: Consultant will inspect the electrical systems survey of the main service equipment, and perform an inspection of the general distribution panels, lighting, emergency lighting and exit signage. The main fire alarm system and equipment will be evaluated as a general assessment of placement of manual stations, audio/visual alarms and their conditions.

2.3.3 Plumbing: Consultant will inspect the condition of the water distribution systems, including cold and hot water systems and water heaters, drainage systems and fixtures.

2.3.4 Fire Protection: Consultant will evaluate the main fire protection service entrance, and riser systems, including back flow provisions, alarm and detection. A sample of branch distribution and head locations will be evaluated.

2.3.5 Report: Consultant will prepare a final report based on field observations, interviews and review of design drawings, as-built documents and other information provided by Client. The completed report will include an executive summary that will be used as a general introduction and summary of the report. The report will provide a general description of the property and improvements and comment generally on the conditions observed. Critical repairs and life safety issues will be identified and addressed.

3.0 Hazardous Building Materials Assessment

This assessment will include a visual survey of the buildings located on the Site. This survey will be performed to address suspect hazardous materials. No sampling of suspect materials is included in this assessment.

A full NESHAP survey will be required prior to any renovation or demolition of the structures. This survey is being performed with limited sampling in occupied buildings for informational purposes. The following suspect materials will be assessed:

3.1 Asbestos

Records of previous inspections and abatement projects will be reviewed to determine what asbestos-containing material (ACMs) remain at the Site. A table of ACMs and presumed ACMs (PACMs) will be included in the assessment report.

3.2 Lead Paint

The potential for lead-based paint at the Site will be addressed in the assessment. Metal components with lead-based paint can be recycled at the time of disposal. If lead paint is suspected, sampling may be required to delineate the disposal requirements at the time of renovation or demolition.

3.3 PCB-Containing Building Materials

PCBs are typically found in caulks, glazing and mastics that were installed between 1950 and 1978. These materials are not authorized for use and must be remediated if their presence is discovered.

The buildings at the Site are listed as being built between 1955 through 1985. The timeframe for PCB building materials is between 1950's through 1978. Buildings constructed in that timeframe will require assessment for PCB materials. Those buildings constructed after 1979 will not require assessment for PCB materials. When the property is scheduled for renovation or demolition, PCB sampling can be performed and tailored to the planned project. No PCB samples will be collected at this time due to the fact that identification of PCB materials would trigger the requirement for remediation by regulation. A visual survey of potential PCB materials will be performed, and recommendations provided.

4.0 Report Preparation. Consultant will provide separate reports for the Phase I ESA, the Building Conditions Assessment and the Hazardous Materials Survey. Each report will identify the methods and findings of the assessments, as well as any recommendations and as applicable.

Fees for Basic Services

Basic Services Phase	Services / Description	Fee Type	Fee
1.0	Phase I ESA	Fixed	\$5,000
2.0	Building Conditions Assessment:		
2.1	Architectural Review	Fixed	\$9,500
2.2	Structural Review	Fixed	\$7,300
2.3	MEP Review	Fixed	\$8,500
3.0	Hazardous Building Materials Assessment	Fixed	\$5,000
4.0	Report Preparation/Expenses	Fixed	\$5,200
	Total Fixed Fee		\$40,500

Fixed Fee. Consultant will provide the Basic Services identified as "Fixed" for the Fixed Fee set forth. Fees for each phase will be billed monthly on the basis of percentage completion.

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 expenses incurred by Consultant are included in Item 4.0 above.

2. Expenses reimbursable to Consultant:

Any additional or extraordinary expenses that are the result of a Client demand or otherwise outside Consultant's routine performance of its scope of work will be brought to Client for approval prior to being incurred. Upon Client approval, such reimbursable expenses will be invoiced pursuant to Section E. of this Agreement.

D. Fee Protection

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The Fee shall remain in effect for services provided within six months of the date this Letter Agreement was issued.

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.

E. 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 on receipt. 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.

G. Retainer

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An initial payment of ZERO dollars (\$0) shall be made at the time the executed Agreement is returned to Consultant, and shall be credited to the Client's account at the time of final payment. Consultant will not commence services until Consultant has received both the executed Agreement and Retainer.

VI. TERMS & CONDITIONS

This Agreement is subject to the attached Consultant Contract Provisions, which are incorporated into this Agreement in their entirety.

VII. CLOSING STATEMENT

If the terms and conditions of this Agreement are agreeable, please indicate your acceptance by signing on the attached acceptance form, and by returning two (2) executed originals to our office. A faxed signature or an electronic signature shall be binding to the same extent as an original. Any changes to this Agreement must be initialed by both parties to be binding.

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

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

Very truly yours,

BL Companies, Inc.

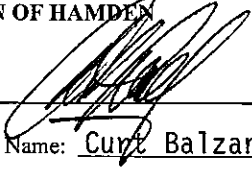


Clare Olesen
Senior Project Manager

[Execution signatures on following page]

ACCEPTED AND AGREED

CLIENT
TOWN OF HAMDEN

By:  _____
Printed Name: Curt Balzano Leng
Title: Mayor, Duly Authorized

Date: _____

CONSULTANT
BL COMPANIES, INC.

By: _____
Printed Name: _____
Title: _____

Date: _____

Please send executed Agreement to:
BL Companies, Inc.
355 Research Parkway
Meriden, Connecticut 06450
Attention: Clare Olesen
colesen@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.

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 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.

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. Consultant will provide Client with a certificate of insurance confirming these coverages and naming the Town of Hamden as an additional insured.

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

Commented [BS1]: These provisions involving construction projects are unnecessary.

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.

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.