

## AGREEMENT FOR CONSULTANT SERVICES

### WOODLAND SCHOOL DISTRICT

THIS AGREEMENT is entered into as of **24 September**, 2012 by and between Woodland School District, on behalf of the KWRL Transportation Cooperative ("School District") and ("Consultant").

*A. The School District desires to engage the Consultant to perform certain technical, professional or other services described in this Agreement ("Services") on the KWRL Project ("Project").*

*B. The Consultant represents that it is in all respects qualified to perform, is capable of performing the Services, has an established record of consulting for the type of services covered by this Agreement, and is not contractually or otherwise financially associated with the School District.*

*C. The employee of the Consultant assigned to this Project who will be primarily responsible for the Services is **Steve Shiver** ("Project Consultant").*

*D. The School District agrees to pay the Consultant a not to exceed fee ("Fee") of \$ **53,000** as full and complete compensation for the Services, including reimbursable expenses.*

*E. The Services will be completed by: **November 15, 2012***

### AGREEMENT

#### **1. Contractual Relationship**

The Consultant shall be and operate as an independent contractor and shall have control over and responsibility for the conduct of all personnel performing the Services. The Consultant acknowledges that it is not economically dependent on the School District for these services and is free to contract with other parties for services the Consultant provides. The Consultant shall perform the Services in accordance with its own methods in an orderly and professional manner. The Consultant is not an agent or employee of the School District for any purpose, and is not authorized on behalf of the School District to enter into any agreements, to waive any provisions of the Contract Documents, to receive or accept contractual notice, to authorize payment, or to accept or approve any change in the price or time of the Contract Documents. The Consultant acknowledges the relationship of trust and confidence established between the Consultant and the School District by this Agreement. Accordingly, the Consultant's acts shall be consistent with this relationship. The Consultant shall further the interest of the School District through efficient business administration and management.

#### **2. Scope of Service**

a. Services. The Consultant shall perform Services pursuant this Agreement as more fully described in Attachment "A" hereto.

b. Timing. The timing for performing the Services is critical to the District's interests.

c. Performance. All of the Services will be performed by or through the Consultant in a satisfactory and proper manner, as determined by the School District. None of the Services shall be subcontracted without prior written approval of the School District. The Consultant shall perform the Services with a standard of care, skill and diligence required or expected of professionals providing the services Consultant is providing. At the time of performance, the Consultant shall be properly licensed, equipped, organized and financed to perform the Services.

d. Correction. The Consultant shall, at no cost to the School District, promptly and satisfactorily correct any Services found to be defective or not in conformity with the requirements of this Agreement.

e. Compliance. The Consultant shall comply, and shall contractually require that the Services of all its subconsultants to comply, with applicable federal, state and local laws, regulations, codes and orders. School District approval of documents does not imply such documents conform to applicable laws, regulations, codes or orders.

f. Conflicts. The Consultant has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of the Services. The Consultant will not employ any person in the performance of this Agreement having any such interest.

### **3. Responsibilities of the School District**

a. The School District shall provide information in its possession regarding requirements for the Project.

b. The School District shall designate a representative authorized to act in the School District's behalf with respect to the Project. The School District or such authorized representative shall examine the documents submitted by the Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Consultant's services.

c. The School District shall furnish all required information as expeditiously as necessary for the orderly progress of the Work, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.

### **4. Personnel**

a. The Consultant will secure at its own expense all personnel required to perform the Services. These personnel shall not be employees of, or have any contractual relationship with, the School District or the Contractor, and they shall be experienced, fully qualified and authorized under applicable law to perform their portion(s) of the Services. The School District shall be entitled to rely upon any assistance, guidance, direction, advice or other Services provided by any such personnel. The Consultant's key personnel shall remain assigned for the duration of the work unless otherwise agreed to in writing by the School District. The School District shall not unreasonably withhold approval of staff changes. The Consultant shall, if so requested by the School District, upon reasonable notice in writing, remove from the Services any person the School District deems incompetent, careless or otherwise objectionable, after allowing a reasonable period for adjustments and/or corrections.

b. The Services will be suitable for the intended purpose. At the time of performance, the Consultant shall be properly licensed, equipped, organized and financed to perform the Services. The Project Consultant shall not be changed without the School District's written consent.

c. The Consultant shall not utilize any employee who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 RCW or Chapter 9A.36 RCW (except motor vehicle violations under Chapter

46.61 RCW), sexual exploitation of a child under Chapter 9A.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is a victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under Chapter 9A.64.030 RCW, or violation of similar laws of another jurisdiction. The Consultant shall remove from the Services any employee or other person who has engaged in such actions or who the School District reasonably considers objectionable at no cost to the School District. Failure to comply with these requirements is grounds for immediate termination of the Agreement.

d. The Consultant may designate and appoint subconsultants after conferring with the School District regarding their selection. The Consultant shall not appoint a subconsultant to which the School District has a reasonable objection. The Consultant shall incorporate the provisions of this Agreement and a scope of Services consistent with the requirements of the Project into the contracts with subconsultants. The Consultant shall furnish the School District, upon request, a copy of the Consultant's contract(s) with the subconsultants prior to execution. Any subcontracting of any of the Services shall not relieve the Consultant from its responsibility for the performance of the Services in accordance with the terms of this Agreement nor from its responsibility for the performance of any of its other obligations under the Agreement. The Consultant shall incorporate the provisions of this Agreement and a scope of services consistent with the requirements of the Project into the contracts with subconsultants. The Consultant shall furnish to the School District, upon request, a copy of the Consultant's contract(s) with the subconsultants prior to execution. Key personnel of subconsultants shall remain assigned for the duration of the work unless otherwise agreed to in writing by the School District. The School District shall not unreasonably withhold approval of staff changes. The School District may require substitution of any subconsultant provided that the School District has first notified the Consultant in writing and allowed a reasonable period for adjustments and/or corrections.

## 5. Time of Performance

The timing of the Services is critical to the success of the Project. The Services shall be undertaken so as to assure their expeditious completion in the light of the purpose of this Agreement. The Services will be completed by, and the Agreement shall remain in effect until the Completion Date unless cancelled prior to that date pursuant to this Agreement.

## 6. Compensation

a. Fee. The School District will pay the Fee for Services satisfactorily rendered. Any costs incurred by the Consultant in excess of the Fee are the responsibility of Consultant unless approved in writing by the School District prior to being incurred.

b. Changes in Services. Additional compensation for a pre-authorized Change in Services shall be paid as agreed in writing prior to commencement of the Services. The Consultant will not, however, be entitled to additional compensation for Services incurred because of the fault of the Consultant.

c. Method of Payment. The Consultant will submit a monthly written request for payment and a progress report certifying that it has performed the designated Services under the Agreement, and that it is entitled to receive the amount requested. Payment will be made on the basis of the actual Services the School District approves as satisfactorily completed. The School District will pay the Consultant within 30 days of receipt of the request and report. Payments due but unpaid shall bear interest at the statutory rate pursuant to RCW 39.76, not to exceed Bank of America prime rate plus 2%, starting 30 days after receipt of the request and report.

d. Reimbursable Expenses. In addition to the Fee, the School District agrees to pay the Consultant for the following Reimbursable Expenses to the extent reasonably incurred and paid by the Consultant in the interest of the Project: **As identified in attachments. Any additional reimbursables must be mutually**

agreed upon in advance.

### 7. Changes in Services

The School District may, at any time, require changes in the scope of the Services. A Change in Services, including any increase or decrease in the Consultant's compensation and/or time of performance, will be incorporated in written amendments to this Agreement when mutually agreed upon by both parties. Change in Services will be billed at the following rates:

Rates as identified in attachments		

### 8. Indemnification

The Consultant shall indemnify and hold harmless the School District, its agents, directors and employees, successors and assigns, from and against all claims, damages, losses and expenses, direct or indirect, or consequential, including costs and attorneys' fees incurred on such claims and in proving the right to indemnification, to the extent they are caused or ~~alleged to be caused~~ by any negligent or wrongful act or omission of the Consultant, its employees, agents or anyone acting on its behalf.

### 9. Insurance

a. Certificates. The Consultant shall not commence performance of Services under this Agreement until all required insurance has been obtained and a certificate has been submitted to the School District. A certificate of insurance reflecting the insurance required below, identifying the School District as additional insured and indicating that the insurance is primary and non-contributing, shall be provided prior to execution of this Agreement. All certificates must provide 45 day's prior notice to the School District of cancellation, nonrenewal, or material alteration of the insurance. All insurance is to be provided by insurance companies with an A.M. Best's rating of not less than A- VII. The insurance requirement shall not reduce the obligations of the indemnification agreement set out in paragraph 7. Lapse of coverage or failure to furnish satisfactory evidence of insurance is cause for termination of this Agreement.

b. Coverage. The Consultant, at its own cost, shall maintain public liability insurance for bodily injuries (including sickness or death) and property damages in the minimum amount of \$1,000,000 combined single limit per occurrence, and in the minimum of \$2,000,000 in the aggregate, Employers Liability (Washington Stop-Gap) in the amount of no less than \$1,000,000 per occurrence, and auto bodily injury and property damage liability in a minimum amount of \$1,000,000 per accident for owned, non-owned, and hired automobiles. In addition, the Consultant shall maintain professional liability (malpractice) insurance in a minimum amount of \$1,000,000 per claim.

### 10. Dispute Resolution

a. Mediation. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall first be subject to nonbinding mediation. A request for mediation shall be filed in writing with the other party to the Contract, and the parties shall promptly attempt to mutually agree upon a mediator. If

the parties have not reached agreement on a mediator within thirty days of the request, either party may file the request with the American Arbitration Association with a copy to the other party, and the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association.

b. Mediation Procedure. An officer or principal of the Consultant and the Superintendent or designee of the School District, both having full authority to settle the claim, must attend the mediation session. To the extent there are other parties in interest, such as subconsultants, the Contractor, and/or designers, their representatives, with full authority to settle the claim, shall also attend the mediation session.

c. Litigation. The Consultant may not bring litigation on claims unless they have been properly raised and considered in the above mediation procedure.

d. No Waiver. The requirements of this paragraph cannot be waived except by an explicit written waiver signed by the School District.

## 11. Termination

a. Termination by Consultant. Should the School District fail substantially to perform in accordance with the terms of this Agreement through no fault of the Consultant, the Consultant may terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a date certain at least twenty (20) days after the notice, during which period the School District shall have the right to cure the default.

b. Termination by School District. The School District may, at its option, terminate all or a portion of the Services not then performed under this Agreement at any time with or without cause by notifying the Consultant in writing. All work products given to, prepared or assembled by or for the benefit of the Consultant under this Agreement shall, at the option of the School District, thereupon become its property.

c. Compensation. The School District shall be liable to the Consultant for the Consultant's just and equitable compensation for all Services satisfactorily completed prior to termination, but this compensation shall not exceed the percentage of total Services satisfactorily completed at the time of termination times the total compensation payable under this Agreement. In no event shall the School District be liable for any consequential or incidental damages, including but not limited to loss of profit on other projects or of reputation incurred by the Consultant as a result of such termination.

## 12. Miscellaneous

a. Assignment. The Consultant shall not assign or transfer any interest in this Agreement without the prior written consent of the School District.

b. Governing Law. This Agreement shall be governed by the internal laws of the State of Washington, not including its choice-of-law provisions.

c. Nondiscrimination. The Consultant shall comply with all applicable provisions of RCW 49.60 as well as other State, local and Federal civil rights laws.

d. Material Created During Performance of Contract. All data, designs, drawings, tracings, plans, layouts, programs, flow charts, specifications, computer software, documentation, work product, and any and all memoranda, including but not limited to, physical and electronic copies, and any and all written information which may be produced, prepared, or designed by the Consultant in connection with the services to be performed hereunder, shall be owned by the Consultant but shall also, upon creation, become, and remain the property of the School District, and shall be available to the School District at all

times. Upon the termination or completion of the Agreement, copies of all materials referred to in the paragraph in the Consultant's possession, custody, or control, shall be promptly transferred and delivered to the School District, upon the School District's request. The School District may make use of such material without additional compensation to the Consultant and in such case the Consultant will not be liable for such reuse.

e. Accounting. Upon request, the Consultant shall provide the School District with an accounting of Services, which shall detail the Services performed, the amounts paid to any subconsultants (supported by copies of all paid invoices) and such other information as the School District may reasonably request. Upon request, the Consultant shall provide the School District with access to the books and records related to the Services of Consultant and its subconsultants for inspection, audit, and reproduction.

**Consultant: NAC Architecture**

By:  \_\_\_\_\_

Its: PRINCIPAL \_\_\_\_\_

Date: 09/14/2012 \_\_\_\_\_

**Woodland School District**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A**  
**Scope of Services**

|  
|

Sept 11, 2012

Mr. Michael Green.  
Superintendent  
Woodland Public Schools  
800 Third Street  
Woodland, WA 98674

RE: KWRL Transportation Services and Needs Assessment  
121-09034

Dear: Michael

NAC|Architecture is pleased to assist KWRL and the Woodland School District with a Services and Needs Assessment, including design for Site Alternatives and Conceptual Design. We understand that the scope of this project will be divided into two phases:

**Phase 1 – Services and Needs Assessment**

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*National talent,  
local focus*

Determination of the optimal location, acreage, and amount of square footage needed to accommodate the 20 year projection of future student transportation needs of KWRL Transportation Cooperative. Utilize the relevant elements of current service levels, input from staff, member school districts of the cooperative and other sources in order to project the future facility needs of KWRL Transportation Cooperative.

**Phase 2 – Site Alternatives and Conceptual Design**

From the Service and Needs Assessment develop recommendations for a preferred location or locations for the KWRL Transportation Cooperative Distribution and Vehicle Maintenance Center. Begin to develop site layout, building footprints, and volumes. Provide a list of the pros and cons of the various alternatives.

We have prepared an outline of services for the purpose of understanding the scope, related hours and cost to complete this study per the attached architectural task list. This is not intended to be a limit to our services or staffing, rather provide a basis to understand how many hours are likely necessary and the related cost to complete tasks for each phase of the work. Please refer to the attached Hourly Compensation rate schedule for NAC|Architecture.

At this point we anticipate that most of the work will be done by Matt Rumbaugh (Design Principal / Project Architect) and me – Steve Shiver (Principal 3); we will be supported by other staff, likely an intern architect and an administrative assistant. Staffing may change to align the appropriate skills of the individual with the tasks required

[www.nacarchitecture.com](http://www.nacarchitecture.com)



Mr. Michael Green.  
Superintendent, Woodland Public Schools  
September 11, 2012  
Page 2 of 2

**Phase 1 proposed summary:**

Based on our estimate of the understood tasks, meetings and deliverables that we anticipate for the Phase 1:

<b>NAC Architecture Services:</b>	<b>\$11,050</b>
<b>Hargis Engineering</b>	<b>\$6,160 x 1.1 = \$6,776</b>
<b>Kramer Gehlen &amp; Assoc.</b>	<b>\$1,500 x 1.1 = \$1,650</b>
<b>Olson Engineering</b>	<b>\$7,500 x 1.1 = \$8,250</b>
<b>Phase 1 Total</b>	<b>\$27,726</b>

**Phase 2 proposed summary:**


Based on my estimate of the understood tasks, meetings and deliverables that we anticipate for the Phase 2:

<b>NAC Architecture Services:</b>	<b>\$15,735</b>
<b>Olson Engineering</b>	<b>\$7,671 x 1.1 = \$8,438</b>
<b>Robinson Company (allowance)</b>	<b>\$1,000 x 1.1 = \$1,100</b>
<b>Phase 2 Total</b>	<b>\$25,273</b>

NAC will bill monthly based on the published cost of the personnel multiplied by the hours worked, plus for reimbursable cost incurred over that time period. Work completed by consultants and reimbursable expenses will be billed at 1.1 times our cost to account for our oversight, coordination, and B&O taxes.

Again, we are pleased to work with you and look forward to a successful project. We understand that Phase 1 and 2 will need to be complete in time to submit a D3 to OSPI prior to November 1, 2012. We hope to continue working with you to complete the design and construction of the final selected option.

Sincerely,



Steven M. Shiver, AIA, LEED AP, NCARB  
Principal Architect

cc:

enc: NAC task list  
Subconsultant Proposals (Hargis, Olsen Eng., Kramer Gehlen)

**KWRL Transportation Center Study**

Architectural Fee Proposal

9/11/2012

Item #	Phase	Service	PIC/PM \$160	PA/PD \$140	Arch		Admin \$60	Total
					Intern \$75			
1	I	Review Record Drawings of Woodland facility		6				\$840
2	I	On Site review of Woodland facility	8	12	2		1	\$3,170
3	I	Review of CUP requirements for Exit 16 site	2	3				\$740
4	I	Review/Analyze existing bus storage locations in each District	6					\$960
5	I	Review and project cohort enrollment out to 20 years	6					\$960
6	I	Confirm and Describe Building Program	2	4			1	\$940
7	I	Interviews with each District to better assess needs	8					\$1,280
8	I	Community meeting to assess community issues	4	4				\$1,200
9	II	Analyze transportation costs between Districts	2	2			6	\$960

**Phase I Subtotal**

**\$11,050**

9	II	Analyze transportation costs between Districts	2	2			6	\$960
10	II	Draft initial options/scenarios, including site plans	6	30	16		2	\$6,480
11	II	Initial Review of Options with 4 Districts	4	4				\$1,200
12	II	Develop Cost Opinions / Review / Revise	4	8				\$1,760
13	II	Community Meeting to discuss options						\$0
14	II	Discussions with Individual Neighbors, re: options						\$0
15	II	Discussion of Pros/Cons with all 4 Districts	5	5				\$1,500
16	II	Draft Report	4	12	1		6	\$2,755
17	II	Revise Report after District review	1	1			3	\$480
18	II	Prepare and Submit D3 to OSPI	2	2				\$600

**Phase II Subtotal**

**\$15,735**

**Phase I and II Total**

**\$26,785**

September 6, 2012

NAC Architecture  
2025 First Avenue, Suite 300  
Seattle, WA 98121

**Attention:** Steve Shiver, AIA

**Regarding:** Woodland KWRL Transportation Center Study – Mechanical and Electrical Services

We are pleased to offer a fee proposal for mechanical and electrical engineering services for the Woodland KWRL Transportation Center study. We understand that this survey will be limited to a single day on site with the intent to define existing deficiencies in the approximately 18,000 SF facility, cost mechanical and electrical systems to bring the facility up to date and determine approach for facility expansion. We are assuming record drawings will be available for our review. We understand that the schedule is to have the survey and report completed by late October. Scope of work is based on the emails received on 9/5/2012 and 9/6/2012.

Our scope of services includes the following, mechanical and electrical combined.

- Perform site visit to verify existing conditions of the M & E systems, 16 hours.
- Review record drawings, 4 hours.
- Review Owner's criteria for systems based on current district standards, 2 hours.
- Review Owner's programming requirements, 2 hour.
- Review code requirements and cost impacts, 2 hour.
- Write narrative of existing systems, code upgrades and expansion analysis, 8 hours
- Develop cost opinions aligning with the narrative, 8 hours.
- Finalize draft narrative and cost opinions for final submission, 2 hours.

Additional Services if Requested

- Meetings other than site meeting
- Coordinating and performing any testing of M & E systems or equipment

We request 44 hours at \$140/hr or \$ 6,160.

We appreciate the opportunity to work with you on this project. Please call if you have any questions regarding this proposal.

Brian Boettcher, PE  
Mechanical Principal

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**H A R G I S**

600 Stewart Street  
Suite 1000  
Seattle, WA 98101

t | 206.448.3378  
f | 206.448.4450

w | hargis.biz

ENGINEERS



September 11, 2012

Steve Shiver, AIA  
NAC Architecture  
2025 First Avenue, Suite 300  
Seattle, WA 98121

Re: KWRL Transportation Services Site Study

Dear Steve,

This letter is in response to your request for a fee proposal for Civil Engineering and Site Planning services for the KWRL Transportation Services Site Study. The study will have two phases and the scope is based on the emails received on September 5 and 6. Phase 1 will consist of a Services and Needs Assessment. Phase 2 will consist of Site Alternatives and Conceptual Design. Our scope will be limited to the site improvements and infrastructure and not include the building(s). The study will be completed by late October.

Our scope of services is as follows:

1. Review record drawings as provided by KWRL and obtain As-built utility drawings from the City of Woodland.
2. Onsite Review of the Woodland Facility with KWRL and study team.
3. Meetings and communications regarding Exit 16 site CUP requirements.
4. Site visit and review of the four existing bus facilities, review maintenance requirements and provide cost estimates to update to current standards..
5. Meetings/Discussions with City of Woodland staff regarding potential transportation and utility service issues for Woodland site.
6. Draft initial site plan options for expansion to Woodland site and Exit 16 site.
7. Initial Review of Options with Districts.
8. Develop Cost Estimates/Review/Revise.
9. Discussion of Pros/Cons with Districts.
10. Assist in preparing Draft Report.
11. Revisions to civil portions of report after District Review.



*LAND SURVEYORS  
ENGINEERS*

*(360) 695-1385  
1111 Broadway  
Vancouver, WA  
98660*

We estimate 12 hours of Principal time, 40 hours of Supervising Engineer time, 75 hours of Project Engineer time and 10 hours of Administrative staff time for a total cost of \$15,171. Printing and plotting costs will be billed as a reimbursable cost. If you have any questions or comments regarding any portion of this proposal, please contact us at your convenience. Thank you for considering Olson Engineering, Inc. We look forward to working with you on this project.

Sincerely,

Kurt F. Stonex, PE, PLS  
Principal



Consulting Engineers  
Structural/Civil

**KRAMER  
GEHLEN  
ASSOCIATES**

KRAMER GEHLEN  
& ASSOCIATES, INC.  
400 Columbia St.  
Suite 240  
Vancouver, WA  
98660-3413  
360 / 693-1621  
503 / 289-2661  
Fax:  
360 / 696-1572

September 6, 2012

Mr. Steve Shiver  
NAC Architecture  
2025 First Avenue, Suite 300  
Seattle, WA 98121-3131

RE: Woodland School District (KWRL Transportation Cooperative)  
Condition Study of Existing Vehicle Maintenance Building

Dear Steve:

We are pleased to provide a proposal to you for structural engineering services on the above-referenced project.

### **PROJECT BACKGROUND**

From your email correspondence of September 5, we understand this project consists of a condition study of the existing Vehicle Maintenance Center located on the Woodland High School and Middle School campus.

### **SCOPE OF WORK**

Our scope of work is as follows:

1. Perform site observations of the condition of the building from readily-visible interior and exterior building surfaces. Exterior observations are to be performed from ground level and roof, while interior observation will be made from ground level. No special testing of materials, or removal of floor, roof or wall finishes are to be done.
2. Review available existing drawings for the facility to determine load paths for gravity, wind and seismic loads. Report any missing load paths and make suggestions for upgrade or repair if needed.
3. Provide summary letter report. The report will indicate the condition of the building and any deficiencies observed in the field or during drawing review. The report would also give our opinion on expansion options for the existing structure.

This proposal does not cover conceptual design of schematic design services. We have also assumed that no other meetings will be needed.

### **COMPENSATION**

Our fee for the above-described services is an estimated amount of \$1,500.00.

Invoicing will be on an hourly basis. Invoices shall be submitted monthly for services and are due when rendered. Invoices considered PAST DUE may be subject to a monthly service charge of 1.5% of the unpaid balance (18% true annual rate).

Changes to our scope of work after we have substantially started will be considered additional services and will be billed on an hourly basis in addition to our above fee.



Reimbursable expenses include but are not limited to the following: delivery services, plotting for non-scheduled review sets or if we must print our own review sets of other team members' drawings, printing outside of normal expected prints, and, if required, travel-related costs, including lodging and meals. These expenses, excluding travel-related costs, will be billed at 1.1 times our cost. A budget estimate for these expenses should be in the range of \$100.00, assuming your firm will provide production printing.

This proposal is based upon the assumption that the AIA Document C401 contract form will be an acceptable instrument for an agreement.

Below is a location for your signature authorizing us to proceed, based upon this proposal, assuming that a contract will be generated at a later time.

I trust that the above information is satisfactory for your needs. If you have any questions, please call our office.

We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Aronson', written in a cursive style.

David M. Aronson, P.E., S.E.  
Kramer Gehlen & Associates, Inc.

A handwritten signature in black ink, appearing to read 'Joseph C. Gehlen', written in a cursive style.

Joseph C. Gehlen, P.E., S.E.  
Kramer Gehlen & Associates, Inc.

dw

ACCEPTED:

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Mr. Steve Shiver, NAC Architecture

Date

