

**Maguire Group Inc.**  
Architects / Engineers / Planners

33 Commercial Street  
Foxborough MA 02035  
Phone: [REDACTED]  
Fax: [REDACTED]  
E-Mail: [REDACTED]

**Jeffrey M. McCormick, PE**  
*Project Manager*

September 29, 2009



Mr. Gary Kerney -Representing LSJ LLC (master agreement "owner")  
Landmark Land Co.  
2817 Crain Hwy  
Upper Marlboro MD 20774

Procured through  
HBRK Associates Inc.  
PO Box 400.  
New York, NY 10150

**RE: Engineering /Architectural Services – Work Order No. 17.  
Revisions to Mechanical Building**

Dear Mr. Kerney:

**Maguire Group Inc.** (Maguire) is pleased to present this proposal for **Work Order No. 17** under our Master Agreement to provide architectural and engineering services for Little St. James Island. This Work Order is based on the general scope of services, terms, and conditions described in the *Abbreviated Standard Form of Agreement Between Owner ( LSJ., LLC ) and Architect (Maguire Group)* herein known as the Master Agreement, dated February 1, 2007. The following revisions shall apply to the master agreement:

1. Maguire Group Inc. address shall be revised to 33 Commercial Street, Foxborough MA 02035
2. Molyneux Studio or any reference to Molyneux shall be replaced by Owner's interior designer or representative.
3. Paragraph 1.1.1 "Owners Design Team" spokesperson shall be Gary Kerney in place of Douglas Schoettle.

In general, the services proposed in **Work Order No. 17** includes architectural design and civil, structural, mechanical, electrical, and plumbing engineering for the Revisions to the Mechanical Building design scoped with Gary Kerney, September 11, 2009. Services will be provided for design development and construction documents described in *Article 2 - Scope of Architect's Basic Services* of the Master Agreement. A more site specific description of the project scope and services to be provided is as follows:

### **Scope**

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The second phase of the mechanical building construction will include building the structure as essentially designed between columns 1 through 7, deleting the construction between columns 7 through 11 and building columns 11 through 14 are to become free standing. The floor plan program between columns 5 through 7 will now be shell

construction only, no interior offices/bathrooms etc. Water production to be reduced to approximately 100,000 gallons per day utilizing reverse osmosis units design of which including specific room requirements to be programmed by others, but implemented into the floor plan design. TSG out of Tampa Dean Bedford contact was providing the water production previously.

**Architecture:** Maguire shall remain “Architect of Record” assuming full coordination and technical responsibilities for implementation of the interior and exterior architectural design concepts. Maguire will revise the construction documents accordingly. The program for columns 5 thru 7 to be structural shell only construction.

**Site/Civil:** Site drawing will be revised to show new building and utility connections as well as grading to match the new building layout.

**Structural:** The Structural drawings and details will be revised accordingly to implement the new program.

**Mechanical, Electrical, Plumbing:** Existing designs will be revised according to the new program.

**Technical Specification and Submittals:** Technical specifications are SI format and MASTERSPEC® will be revised as necessary for the revisions.

**Construction Administration:** This will include shop drawing review, request for information responses, construction sketches and any site investigations or inspections deemed necessary.

### **Deliverables**

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We anticipate one submission for owner review and comment prior to construction sketches. Coordination meetings will be held by teleconference as needed.

### **Fee**

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The scope of services is as anticipated in the Master Agreement and as generally described above. We propose to engage in the design services on an hourly basis, utilizing the hourly billing rates attached plus reimbursable expenses. Reimbursable expenses shall consist of mail, printing, travel, lodging etc.. Invoices will be submitted monthly based upon the hours and expenses charged directly to the project in the proceeding month. For financial planning purposes, we suggest the establishment of Work Order No. 17 budgets as follows:

<b>Architecture</b>	<b>\$7,000</b>
<b>Structural</b>	<b>\$10,000</b>
<b>Mech., Elect, Plumbing</b>	<b>\$16,000</b>
<b>Site/Civil</b>	<b>\$5,000</b>
<b>Const. Administration</b>	<b>\$15,000.00</b>
<b><u>Reimbursable Expenses</u></b>	<b><u>\$500.00</u></b>
<b>Total:</b>	<b>\$53,500.00</b>

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This budget is open ended and is not a “NOT-TO-EXCEED BUDGET” as past history with LSJ projects dictates multiple scope changes are expected throughout design and construction. Maguire has and will continue to be diligent and responsive to the clients needs. Your signature and receipt of a \$10,000 retainer will be considered notice to proceed. Please feel free to call me if you have any questions. We look forward to working with the LSJ, Lafayette and HBRK team once again.

Very truly yours,

**MAGUIRE GROUP, INC.**

A handwritten signature in black ink, appearing to read "Jeffrey M. McCormick". The signature is fluid and cursive, with a long, sweeping tail.

Jeffrey M. McCormick, PE  
Project Manager – Land Development

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Approved and accepted this \_\_\_\_ day of \_\_\_\_\_ 2009

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Gary Kerney– for Little St. James, LLC

cc: Darren Indyke HBRK, Thomas Hevner -MGI, Eric Douglas- MGI, Files