

REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT

Date:

Project Name & Number: Rapid City Performing Arts Center IDP07-1641

CIP #:

Project Description: Design study for the proposed new mid-size (450-800 seat) performing arts center at the Journey Museum Site. Study includes project definition, program and budget, conceptual and schematic design, marketing materials, and final report.

Consultant: Pfluger Associates Architects L. P.

Original Contract Amount: \$53,865.00

Original Contract Date: Feb 5, 2007

Original Completion Date:

Amendment Number:

Amendment Description:

Current Contract Amount: _____

Current Completion Date: _____

Change Requested: _____

New Contract Amount: _____ \$0.00

New Completion Date: _____

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$53,865.00	132	4223	505	Vision 2012 Funds
\$53,865.00	Total			

Agreement Review & Approvals

Project Manager Date

Division Manager Date

Department Director Date

City Attorney Date

ROUTING INSTRUCTIONS

Route **two** originals of the **Agreement** for review and signatures.
 Finance Office - Retain one original
 Project Manager - Retain second original for delivery to Consultant
 cc: Public Works
 Engineering
 Project Manager

FINANCE OFFICE USE ONLY

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

	Date	Initials	Approved	
Appropriation			Y	N
Cash Flow			Y	N



AIA[®] Document B141[™] – 1997 Part 1

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

TABLE OF ARTICLES

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AGREEMENT made as of the sixteenth day of January in the year two thousand seven.
(*In words, indicate day, month and year*)

BETWEEN the Architect's client identified as the Owner:
(*Name, address and other information*)

City of Rapid City
300 Sixth Street
Rapid City, South Dakota 57701
Phone: (605) 394-4110
Fax: (605) 394-6793

and the Architect:
(*Name, address and other information*)

Pfluger Associates Architects L.P.
3200 Southwest Freeway, Ste. 1050
Houston, Texas 77027
Phone: (713) 222-1141 Fax: (713) 222-1174
For the following Project:

(*Include detailed description of Project*)

The Project is a Design Study for the proposed new mid-size (450-800 seat) performing arts center for the City of Rapid City at the Journey site. The Design Study will include Project Definition, Development of a Program and Budget, Conceptual and Schematic Design of the facility, Marketing Materials, and a Final Report. Reference attached Work Plan Outline, Exhibit A, for the comprehensive scope of the project. Additionally, a sub-consultant, Paul J. Strawhecker, Inc., will provide a Philanthropic Planning Study for the proposed new performing arts venue.

The Owner and Architect agree as follows:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

The Architect will provide consulting services to develop a program, budget, schematic design and philanthropic study for the proposed new mid-size (450-800 seat) performing arts center for the City of Rapid City.

§ 1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

To be determined.

§ 1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

The Architect will assist the Owner in the development of a program addressing needs.

§ 1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

To be determined.

§ 1.1.2.5 The financial parameters are as follows.

- .1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:
\$53,865.00.
- .2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:
To be determined.

§ 1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

To be completed within three months of the Notice to Proceed or a future date mutually agreed upon by both Owner and Architect. The Philanthropic Planning Study shall be completed by July 1, 2007.

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

Not Applicable

§ 1.1.2.8 Other parameters are:

(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:

(List name, address and other information.)

Rodney K. Johnson, P.E.

Operations Management Engineer
 Public Works Department
 City of Rapid City
 300 Sixth Street
 Rapid City, South Dakota 57701
 Phone: (605) 394-4165
 Fax: (605) 394-6636

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

Rapid City Performing Arts Foundation
 P.O. Box 4007
 Rapid City, South Dakota 57709

§ 1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

Architect will hire a Capital Campaign Consultant as selected by the Owner.
 Sub-consultant for the Philanthropic Planning Study shall be:

Paul J. Strawhecker, Inc.
 4913 Dodge Street
 Omaha, Nebraska 68132
 Phone: (402) 556-5785
 Fax: (402) 556-7274

§ 1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

Kent Niemann or Michelle Dudley, AIA
 Pfluger Associates Architects
 3200 Southwest Freeway, Ste. 1050 Houston, Texas 77027

§ 1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

Not Applicable.

§ 1.1.4 Other important initial information is:

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

No contract administrative services are required.

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.2.2 OWNER

§ 1.2.2.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall establish an overall budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project to the extent permitted by law. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(Paragraph deleted)

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

(Paragraph deleted)

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 The Architect shall be entitled to rely on, and is not required to verify, the accuracy and completeness of services and information furnished by the Owner. Although Architect has no duty or obligation to investigate or discover any errors, omissions, or inconsistencies in such services or information, the Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

§ 1.2.3.6 Services performed under this Agreement will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or other Instrument of Service of the Architect.

(Paragraph deleted)

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be determined in the scope of this project.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 1.3.2.3 Except for the licenses granted in Section 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing,

and if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. The Architect shall notify in writing the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals previously given by the Owner that necessitate revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 change in the information contained in Article 1.1.

(Paragraphs deleted)

§ 1.3.5 CLAIMS FOR CONSEQUENTIAL DAMAGES

(Paragraphs deleted)

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§ 1.3.6 MISCELLANEOUS PROVISIONS

§ 1.3.6.1 This Agreement shall be governed by the law of the State of South Dakota.

§ 1.3.6.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 1.3.6.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 1.3.6.5 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 Owner or Architect.

§ 1.3.6.6 The Architect and Architect's consultants 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 Project site.

§ 1.3.6.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 30 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.6.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 1.3.7 TERMINATION OR SUSPENSION

§ 1.3.7.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedule shall be equitably adjusted.

§ 1.3.7.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted..

§ 1.3.7.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 1.3.7.4 This Agreement may be terminated by either party upon not less than seven days' written notice should either party fail substantially to perform in accordance with the terms of Agreement through no fault of the party initiating the termination.

§ 1.3.7.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.7.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 1.3.8 PAYMENTS TO THE ARCHITECT

§ 1.3.8.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made within 45 days upon presentation of the Architect's statement of services.

§ 1.3.8.2 Reimbursable Expenses are in addition to compensation for the Architect's basic and additional services and include expenses incurred by the Architect and the Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

(Paragraphs deleted)

§ 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made within 45 days upon presentation of the Architect's statement of services..

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, and subsistence, and electronic communications.
- ..2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;

- .7 reimbursable expenses as designated in Section 1.5.5;
- .8 other similar direct Project-related expenditures requested by or authorized by the Owner.
- .9 Expense of civil engineers, geo-technical and testing services, food service consultants, landscape architectural design services, waste water treatment design consultants, and other specialty consultants as may be required.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions and benefits.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:
(List other documents, if any, delineating Architect's scope of services.)

Reference attached cover letter and work plan outline of tasks, Exhibit A, pages 1 through

§ 1.4.1.3 Other documents as follows:
(List other documents, if any, forming part of the Agreement.)

None

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

- 1.4.2.1 The Owner shall provide full information regarding the requirements for the project including any available program of space requirements or needs.
- 1.4.2.2 Architect's work will proceed from base of Owner's information including existing site plans and floor plans. The site plan shall include all of the typical site survey including location of buildings related to property lines. Streets, parking, drives, etc. If a drawing is not available or if the Architect has to perform extensive field measurements and draw up a portion of the existing facilities, then that work will be handled as an additional service on an hourly basis of time required.

1.4.2.3 ADDITIONAL CONSULTANTS:

Other Consultants. The Architect shall furnish the services of other consultants as agreed to by the Owner. Paul J. Strawhecker, Inc. will provide consulting services for the Philanthropic Planning Study.

Owner shall reimburse the cost for additional consultant services, compensation to be computed as a multiple of ONE POINT ONE (1.1) times the amount billed to the Architect for such services.

ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

The fee for Architectural services to include schematic design, construction cost estimates and a philanthropic planning study for a capital campaign shall not exceed \$53,865.00 including reimbursable expenses.

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

Hourly Rate Schedule:

Principals	\$150.00/hr
Project Managers	\$125.00/hr
Registered Project Architects & Interior Designers	\$100.00/hr
Project Intern Architects & Interior Designers	\$ 75.00/hr
Project Professional Technicians	\$ 65.00/hr
School Planning Consultants	\$ 80.00/hr
Construction Administrators	\$ 65.00/hr
Senior Clerical Staff	\$ 55.00/hr
Clerical Staff	\$ 30.00/hr
Accounting Staff	\$ 40.00/hr
Office Expediter	\$ 20.00/hr

§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of (1.1) times the amounts billed to the Architect for such services.

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2.1 through 1.3.9.2.8, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of (1.1) times the expenses incurred by the Architect, and the Architect's employees and consultants.

§ 1.5.5 Other Reimbursable Expenses, if any, are as follows:

None are anticipated.

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

§ 1.5.7 An initial payment of zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

(Paragraph deleted)

Per annum

(Paragraphs deleted)

§ 1.5.9 Where this Agreement is entered into subsequent to Architect's beginning performance of services, Architect and Owner agree that this Agreement is intended to and shall govern all services provided by Architect for the Project, whether initiated or performed prior or subsequent to the execution of this Agreement, and that the effective date of this Agreement shall be deemed to be the first date when any such services were so provided by Architect and that this Agreement is intended to and shall supercede and replace any and all prior agreements whether written or oral.

§ 1.5.10 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

This Agreement entered into as of the day and year first written above.

OWNER**ARCHITECT**

(Signature)

Jim Shaw, Mayor

(Printed name and title)

(Signature)

Michelle Dudley, AIA, Partner

(Printed name and title)

(Signature)

Jim Preston, Finance Officer

(Printed name and title)