

C H A M B E R L I N
A R C H I T E C T S

An Agreement for the Provision of Limited Architectural Services

Client: City of Grand Junction
250 Fifth Street
Grand Junction, CO 81501

Architect's Project No. 1322

Project Name and Location: Avalon Theatre
645 Main Street, Grand Junction, CO 81501

Description: Addition and Renovation

Scope of Services: De-scoping and developing a phasing plan and other services as directed by the City in writing.

Fee Arrangement: Hourly at the rates shown on Exhibit "A"


Reimbursable Expenses: Reimbursables billed at 1.10 x cost for printing and other direct costs.

Consultants: Hourly at their current standard rates. Consultants will be billed at 1.10 x invoice amount to cover costs for insurance, processing, etc.

Retainer Amount: \$ 0

Terms and Conditions (attached) are included in this agreement.

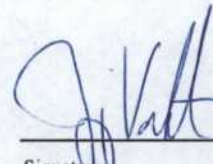
Offered By:



Signature Date
Daniel Gartner, President

Printed Name/Title
Chamberlin Architects, P.C.

Firm Name



Signature Date
Jay Valentine, Internal Services Mgr.

Printed Name/Title
City of Grand Junction

Name of Client

· A P R O F E S S I O N A L C O R P O R A T I O N ·

437 MAIN STREET
GRAND JUNCTION, COLORADO 81501-2511
TELEPHONE (970) 242-6804
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TERMS AND CONDITIONS

Chamberlin Architects, P.C. (Architect) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, the Architect will be granted access to the site for activities necessary for the performance of the services. The Architect will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Standard of Care:

In providing services under this Agreement, the Architect shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Architect shall be submitted to non-binding mediation. Client and Architect agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for the Architect's services shall be submitted, at the Architect's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Architect may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.0% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and sub-consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Certifications:

Guarantees and Warranties: The Architect shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Architect cannot ascertain.

Fiduciary Responsibility:

Client confirms that neither the Architect nor any of his sub-consultants or subcontractors has offered any fiduciary service to Client and no fiduciary responsibility shall be owed to Client by the Architect nor any of his sub-consultants or subcontractors, as a consequence of the Architect entering into this Agreement with Client.

Limitation of Liability:

In recognition of the relative risks and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$30,000, or the Architect's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Consequential Damages:

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Architect, their respective officers, directors, partners, employees, contractors or sub-consultants 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 to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Architect shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Corporate Protection:

It is intended by the parties to this Agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect, a Colorado corporation, and not against any of the Architect's individual employees, officers or directors.

Third-Party Beneficiaries:

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 the Architect. The Architect's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder. The Client and Architect agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Terminations of Services:

This agreement may be terminated by the Client or the Architect should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Architect for all services rendered to the date of termination and all reimbursable expenses.

Ownership of Documents:

All documents, whether printed or electronic, produced by the Architect under this agreement shall remain the property of the Architect and may not be used by the Client for any endeavor other than the Project without the written consent of the Architect. The Owner may retain copies, including reproducible copies, for information and reference in connection with the Owner's use and occupancy of the Project.

Unauthorized Changes:

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans specifications or other construction documents prepared by the Architect and his or her sub-consultants without obtaining the Architect's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability or cost, including reasonable attorney's fees and defense costs, arising from such changes.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Architect's construction documents without the prior written approval of the Architect and that further requires the Contractor to indemnify both the Architect and the Client from any liability or cost arising from such changes made without such proper authorization.

C H A M B E R L I N
A R C H I T E C T S

2013 Wage Rate Schedule

Exhibit "A"

<u>EMPLOYEE</u>	<u>RATE</u>	<u>TITLE</u>
Ed Chamberlin	\$150.00	Architect
Daniel Gartner	\$141.00	Architect
Werner Duecker	\$117.00	Architect
Brad Burns	\$110.00	Architect
Eric Tscherter	\$103.00	Architect
Jonathan West	\$102.00	Architect
Casey Sievila	\$74.00	Interior Designer
Adam Bellamy	\$66.00	Intern
John Lushbough	\$60.00	Intern
Eric Mendell	\$72.00	Intern
Chad Harris	\$54.00	Intern
Rebecca Chariton	\$65.00	Graphic Designer
Treece Williams	\$55.00	Administration

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