



August 21, 2017

Mr. Mark Gahagan
Caribou Police Department
25 High Street
Caribou, ME 04736

Re: Proposal for Planning & Conceptual Design Services
Caribou Public Safety Building
Project Number 2017107

Dear Mark;

This agreement is in conjunction with our letter dated August 21 2017, which describes the Project. We believe that it is good business practice to set forth the nature of our agreement in order to assure that we have a mutual understanding with regard to the Services to be rendered. If our letter accurately describes the Services that you have requested and the terms and conditions for our performance of the Services, please so indicate in the space provided below and return one copy of this letter to us in the enclosed envelope.

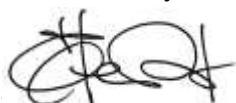
1. You have agreed to furnish us with full information as to your project requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available all pertinent existing data in your possession.
2. Often it is necessary for us to incur expenses in the interest of the Project ("Reimbursable Expenses") for items including, but not limited to, travel (including the mileage rate of 50¢ per mile), reproductions, lodging, meals, telephone calls, facsimile transmissions, and outside consultants. These Reimbursable Expenses will be billed at 110% of cost.
3. We would expect to commence our Services after receipt of your acceptance of this proposal and to complete our Services within the time referenced in our attached letter. If there are protracted delays for reasons beyond our control (e.g., our Services have not been completed within one year from the date hereof), we would expect to renegotiate with you the basis for our compensation in order to take into consideration changes in prices and pay scales applicable to the period when Services are in fact being rendered.
4. All drawings, specifications and documents produced under the terms of this agreement are instruments of service, are the property of AMES ASSOCIATES LLC, and shall only be used with respect to the Project unless otherwise provided.
5. A *Schedule of Hourly Rates* of the professionals who will be involved in rendering the Services is attached to this letter.

T: 207.974.3028
F: 207.941.1921
I: www.amesmaine.com

128 Broadway
Bangor, ME, 04401

6. Estimates of probable construction cost provided by AMES ASSOCIATES LLC are based on our judgment at the time the estimate was provided. AMES ASSOCIATES LLC has no control over the costs of the construction of the project and we offer no warranty or guarantee that the construction cost will be within the probable construction cost estimate. Any payments due to AMES ASSOCIATES LLC shall not be withheld if the cost of the construction is above the probable construction cost estimate or exceeds the Client's available funds for the construction. Any services provided by AMES ASSOCIATES LLC to revise the project Scope shall be compensated as additional services on an hourly basis according to the *Schedule of Hourly Rates*.
7. We will perform our Services with at least the professional skill and care as is normal and customary for our profession. The professional liability incurred by AMES ASSOCIATES LLC or any of its agents or employees by virtue of the Services to be rendered in connection with the Project shall be limited to a maximum of the net fees received by AMES ASSOCIATES LLC, not including Reimbursable Expenses.
8. Each of us will have the right to terminate this agreement by not less than seven (7) days written notice to the other. In the event of such termination, full payment shall be made for Services performed to the termination date, including Reimbursable Expenses then due and all termination expenses.
9. This letter agreement (together with the attached letter) represents the entire agreement between us and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may only be amended in writing and signed by both parties.

Our relationship is one of mutual trust and confidence. If you have any questions at all concerning the provisions of this letter, we invite your inquiries. We also invite you to inquire about any matter relating to our Services or to a monthly statement that is in any way unclear or appears to be unsatisfactory.



Ellen Angel, Principal, AIA, NCARB

Date: August 21, 2017

The undersigned hereby consents to the foregoing engagement on the terms and conditions set forth in this letter.

Client

Client Signature

Date: _____