

STANDARD FORM OF AGREEMENT  
BETWEEN CITY OF LA CROSSE (CLIENT)  
AND  
GRAEF-USA INC. (GRAEF)  
FOR  
PROFESSIONAL SERVICES

This AGREEMENT made this [ ] day of February, 2022, by and between Graef-USA Inc., (GRAEF) and CITY OF LA CROSSE (CLIENT).

This AGREEMENT covers the Comprehensive Plan Writing services for the City of La Crosse, First Floor, 400 La Crosse St., La Crosse, WI 54601 (CLIENT) and GRAEF-USA inc. (GRAEF) for professional services, the preparation and writing of the City of La Crosse's Comprehensive Plan update to include associated research, review, draft, and delivery of the final Comprehensive Plan to the CLIENT, hereinafter called the PROJECT.

SECTION 1 - BASIC SERVICES OF GRAEF

1.1 BASIC SERVICES

1.1.1 GRAEF shall provide for CLIENT professional services in all phases of the Project to which this AGREEMENT applies. These services will include serving as CLIENT's professional representative for the Project, providing professional Planning consultation and advice.

1.1.2 Basic Services of GRAEF to be provided under this AGREEMENT are contained in EXHIBIT A, attached to, made a part of and incorporated by reference into this AGREEMENT.

SECTION 2 - ADDITIONAL SERVICES OF GRAEF

2.1 SERVICES REQUIRING AUTHORIZATION IN ADVANCE

2.1.1 The following services are not included in this AGREEMENT to be provided by GRAEF. The CLIENT may request GRAEF at a future date to provide any or all of these services by a written request for proposal and/or a written authorization to proceed with the Additional Services(s). The written authorization to proceed shall become an Amendment to this Agreement. Payment for the Additional Service(s) shall be in accordance with Section 5 of this AGREEMENT.

2.1.1.1 Lead the approval/adoption process with Common Council.

2.1.1.2 Media and general community outreach. GRAEF will provide guidance and expertise to reach stakeholders and the community (including the use of Social Pinpoint in public engagement).

2.1.1.3 GIS service updates or regenerations beyond the use of existing data available through the timeframe of the project.

2.1.1.4 Attend or facilitate additional project meetings, and develop additional draft documents, beyond what is specified in EXHIBIT A Scope of Services.

- 2.1.1.5 Produce design alternatives or additional options after sub-area/neighborhood concepts have been completed.
- 2.1.1.6 Produce multiple design and/or bidding package submittals.
- 2.1.1.7 Provide cost opinions for site specific projects.

### SECTION 3 - CLIENT'S RESPONSIBILITIES

#### 3.1 CLIENT'S RESPONSIBILITY

- 3.1.1 CLIENT shall be responsible to provide those services and/or items enumerated in EXHIBIT B, attached to, made a part of and incorporated by reference into this AGREEMENT.
- 3.1.2 CLIENT shall provide the items in EXHIBIT B in a timely manner so as not to delay the services of GRAEF.

### SECTION 4 - PERIOD OF SERVICE

#### 4.1 PERIOD OF SERVICE

- 4.1.1 The provisions of this Section 4 and the various rates of compensation for GRAEF's services provided for elsewhere in this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project. In EXHIBIT A, specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of GRAEF, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

#### 4.2 SCHEDULE ADJUSTMENTS

- 4.2.1 If CLIENT requests significant modifications or changes in the general scope, extent or character of the Project, the time of performance of GRAEF's services will be adjusted equitably.
- 4.2.2 If GRAEF's services for design or during construction of the Project are delayed or suspended in whole or in part by CLIENT for more than three months for reasons beyond GRAEF's control, GRAEF shall on written request to CLIENT (but without termination of this Agreement) be paid as provided in Section 5. If such delay or suspension extends for more than one year for reasons beyond GRAEF's control, the various rates of compensation provided for elsewhere in this AGREEMENT will be subject to equitable adjustment.

### SECTION 5 - PAYMENT

#### 5.1 PAYMENT FOR BASIC SERVICES

- 5.1.1 For Basic Services: CLIENT shall pay GRAEF for all Basic Services rendered under Section 1 and EXHIBIT A, in accordance with EXHIBIT D, attached to, made a part of and incorporated by reference into this Agreement.

#### 5.2 TIME OF PAYMENTS

- 5.2.1 GRAEF shall submit monthly statements on or before the twentieth of the month for Basic and Additional Services rendered and Reimbursable Expenses incurred.
- 5.2.2 CLIENT shall make prompt payment on or before the twentieth of the month following the date of the GRAEF monthly statement.

- 5.2.3 Lump Sum contracts for Basic Services shall be based upon GRAEF's estimate of that proportion of the total services actually completed at the time of billing.
- 5.3 OTHER PROVISIONS CONCERNING PAYMENT
- 5.3.1 If CLIENT objects to any statement submitted by GRAEF, CLIENT shall so advise GRAEF in writing within seven days giving reasons therefor. If no such objection is made, the statement will be considered acceptable.
- 5.3.2 If CLIENT fails to make any payment due GRAEF for services and expenses within sixty days after receipt of monthly statement therefor, the amounts due will be increased at the rate of 1.5 percent per month from date of invoice, and in addition, GRAEF may, after giving seven days' written notice to CLIENT, suspend services under this AGREEMENT until GRAEF has been paid in full all amounts due for services, expenses and charges.
- 5.3.3 Fiscal records of GRAEF pertinent to GRAEF's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.
- 5.3.4 In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due GRAEF for services rendered through such phase shall constitute total payment for such services.
- 5.3.5 In the event of termination by CLIENT under paragraph 7.1 during a phase of the Basic Services, GRAEF will be paid for services rendered up to the date of receipt of termination.
- 5.3.6 In the event of any such termination of GRAEF indicated in 5.3.4 or 5.3.5 above, GRAEF shall also be reimbursed for the charges of independent professional associates and consultants employed to render Basic Services, paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

## SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

(Not Applicable)

## SECTION 7 - GENERAL CONSIDERATION

- 7.1 TERMINATION
- 7.1.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 7.2 REUSE OF DOCUMENTS
- 7.2.1 Documents including Drawings and Specifications prepared or furnished by GRAEF (and GRAEF's independent professional associates and consultants) pursuant to this AGREEMENT are instruments of service of GRAEF whether or not the Project is completed. GRAEF will provide CLIENT with a reproducible copy of documents requested and a set of record documents at the completion of the Project. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project; however, such documents are not intended or represented to be suitable for reuse by CLIENT on extensions of the Project or on any other project.
- 7.2.2 CLIENT agrees to, to the fullest extent permitted by law, to indemnify and hold harmless, GRAEF, its independent professional associates or consultants from any claims, damages, losses and expenses including attorneys' fees arising out of or resulting from any

unauthorized reuse or modification of the documents by the CLIENT or any person or entity that acquires or obtains the documents from or through the CLIENT. It is mutually agreed that the hard copy of the Instruments of Service in GRAEF's files is the original.

### 7.3 INSURANCE

7.3.1 GRAEF shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, in the following amounts:

7.3.1.1 Worker's Compensation and Employer's Liability Insurance as required by the State of Wisconsin.

7.3.1.2 Commercial General Liability - Occurrence

General Aggregate	\$1,000,000
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7.3.1.3 Automobile Liability

Combined Single Limit	\$1,000,000
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7.3.1.4 Excess Liability

Umbrella Form
\$4,000,000 each occurrence, and
\$4,000,000 Aggregate.

### 7.3.2 PROFESSIONAL LIABILITY

7.3.2.1 GRAEF will procure and maintain professional liability insurance in the amount of \$1,000,000 for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which GRAEF is legally liable, and certificates indicating that such insurance is in effect will be delivered to CLIENT.

### 7.3.3 RISK ALLOCATION

7.3.3.1 CLIENT and GRAEF have discussed the risks, rewards and benefits of the project and GRAEF's total fee for services, and such risks have been allocated to each party.

7.3.3.2 In consideration for services to be rendered, CLIENT hereby covenants and agrees never to bring, initiate or maintain, or cause to be brought, initiated or maintained for its benefit, any civil action, proceeding or other civil dispute resolution procedure or process against GRAEF seeking recovery of monetary compensation in excess of the sum of the total compensation received by GRAEF under this AGREEMENT for any injuries, damages, losses, costs, fees or expenses whatsoever (including, but not limited to attorney's fees, expert witness fees or other fees or expenses arising from or in connection with any dispute resolution procedure or process) in any way arising from or in connection with any negligent act, error or omission in connection with rendering or failing to render any professional services in connection with this AGREEMENT.

7.3.3.3 GRAEF will cause Professional Associates and Consultants retained by it for this Project to procure and maintain comparable professional liability insurance coverage.

### 7.4 CONTROLLING LAW

7.4.1 This AGREEMENT is to be governed by the law of the State of Wisconsin.

7.5 SUCCESSORS AND ASSIGNS

7.5.1 CLIENT and GRAEF each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and GRAEF (and to the extent permitted by paragraph 7.5.2 the assigns of CLIENT and GRAEF) are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this AGREEMENT.

7.5.2 Neither CLIENT nor GRAEF shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent GRAEF from employing such independent professional associates and consultants as it may deem appropriate to assist in the performance of services hereunder.

7.5.3 Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than CLIENT and GRAEF, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of CLIENT and GRAEF and not for the benefit of any other party.

7.6 DISPUTE RESOLUTION

7.6.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this AGREEMENT shall be initially negotiated between the designated project representatives of both parties.

7.6.2 If negotiation between the designated project representatives does not result in a settlement of the matter, it shall be referred to the principal of each firm or its designee, for joint discussion and attempted resolution of the matter.

7.6.3 Both parties agree that if the matter cannot be resolved by mutual agreement of the principals, the matter will be referred to an alternate dispute resolution process which shall initially be mediation.

7.6.4 Mediator shall be selected by and mutually agreed to by both parties.

7.6.5 Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Both parties agree to cooperate fully in the mediation process in order that the Mediator can provide said informal opinion and advice within thirty days of selection of the mediator. The mediator's fee shall be shared equally by the parties.

7.6.6 If mediation fails to resolve the dispute either party may then pursue another form of alternate dispute resolution or litigation. Binding arbitration shall not be a remedy to the dispute.

7.6.7 The parties further agree that the CLIENT will require this dispute resolution process in other project contracts as a condition of participation in the project by all other Contractors, Subcontractors, Suppliers or other persons, whose portion of the work amounts to Five Thousand Dollars (\$5,000) or more. Further their insurers and sureties shall agree to this procedure.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1 The following EXHIBITS are attached to and made a part of this AGREEMENT:
  - 8.1.1 EXHIBIT A, "Basic Services of GRAEF," including Schedule for Performance of Services consisting of 3 pages.
  - 8.1.2 EXHIBIT B, "CLIENT's Responsibilities," consisting of 1 page.
  - 8.1.3 EXHIBIT C, "Resident Project Representative Services," Not Applicable.
  - 8.1.4 EXHIBIT D, "Payment Provisions".
- 8.2 This AGREEMENT is subject to the following Special Provisions.
  - 8.2.1 The City of La Crosse STANDARD TERMS AND CONDITIONS (Service Contracts), Revised January 2022.
- 8.3 This AGREEMENT (consisting of pages 1 to [REDACTED], inclusive) together with the EXHIBITS and Schedules identified above constitute the entire Agreement between CLIENT and GRAEF and supersede all prior written or oral understandings. This AGREEMENT and said Appendices and Schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT: City Of La Crosse

Graef-USA Inc.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Vice President  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Address for giving Notices:

Address for giving Notices:

400 La Crosse Street  
\_\_\_\_\_

275 West Wisconsin Avenue, Suite 300  
\_\_\_\_\_

La Crosse, WI 54601  
\_\_\_\_\_

Milwaukee, WI 53203  
\_\_\_\_\_

EXHIBIT A  
BASIC SERVICES OF GRAEF-USA INC. (GRAEF)  
TO  
AGREEMENT BETWEEN  
CITY OF LA CROSSE, (CLIENT)  
AND  
GRAEF-USA INC. (GRAEF)

Dated February, 2022

SECTION 1 - BASIC SERVICES OF GRAEF

- 1.1 GRAEF shall provide for CLIENT professional services in all phases of the Project to which this AGREEMENT applies. These services will include serving as CLIENT's professional representative for the Project, providing Planning consultation and advice.
- 1.1.2 Basic Services of GRAEF to be provided under this AGREEMENT are contained in EXHIBIT A, attached to, made a part of and incorporated by reference into this AGREEMENT.
- 1.2 TASK 1. COMMUNITY PARTICIPATION PLAN
  - 1.2.1 Task 1 encompasses ongoing public engagement work, as well as deliverables and meetings identified in tasks 2 and 3 that address community participation. It is noted at the end of each task or deliverable if it is completed in Task 2 or 3.
  - 1.2.2 Establish goals, strategy, and methods for public participation throughout the project
  - 1.2.3 Conduct 1 visioning "SWOT" open house (completed in Task 2)
  - 1.2.4 Conduct 3 neighborhood-level focus groups (held same day, during the neighborhood-level work during Task 2)
  - 1.2.5 Facilitate 2 department-level working meetings (held same day, during the systems work, during Task 2)
  - 1.2.6 Conduct 1 final draft presentation to Plan Commission (completed in Task 3)
  - 1.2.7 Provide ongoing text and photos for website updates at key milestones, to be used by City staff on a Comprehensive Plan page on the City's website.
  - 1.2.8 Provide map/graphic/GIS updates
  - 1.2.9 Provide electronic copy of the first draft comprehensive plan update for city review (shown in Task 3)
  - 1.2.10 Provide electronic copy of the second draft comprehensive plan update for public review (shown in Task 3)



- 1.2.11 Provide electronic copy and thirty hard copies of the final draft comprehensive plan update for adoption (Task 3)
- 1.2.12 After adoption, provide an electronic copy of the final comprehensive plan update with the adoption date listed. (Task 3)
- 1.3 TASK 2. UPDATING THE COMPREHENSIVE PLAN
  - 1.3.1 Task 2 generally encompasses review, development, outreach and collaboration to producing and updating the City of La Crosse's Comprehensive Plan. The background and research work necessary to building a robust and design-forward Comprehensive Plan.
  - 1.3.2 Attend one (1) meeting with staff and media partner to discuss findings and align schedules
    - 1.3.2.1 Media Consultant/City Task: Provide any final or working files of media plan.
  - 1.3.3 Attend one (1) virtual data gathering and kick-off meeting with staff.  
Meeting agenda to include discussion of existing conditions, opportunities/challenges related to future growth, findings as part of media component, identification of key milestones.
    - 1.3.3.1 City Task: Provide working files of existing and ongoing plans
    - 1.3.3.2 City Task: Provide base mapping data/GIS data
  - 1.3.4 Update project schedule and timeline
  - 1.3.5 Conduct and facilitate a discussion related to opportunities and weaknesses, known as a "SWOT" analysis with City staff and the Comprehensive Plan Update Steering Committee members. (1 meeting with City staff)
    - 1.3.5.1 Review existing Comprehensive Plan and begin revision discussion regarding objectives, goals, guiding principles, and recommendations for individual sections
    - 1.3.5.2 City Task: identify Comp Plan Steering Committee members and City staff participants
  - 1.3.6 Develop a SWOT-style "trriage" session of the current comprehensive plan sections:
    - 1.3.6.1 Update and revise objectives, goals, guiding principles, and recommendations for individual sections
    - 1.3.6.2 Identify past plan components that have already been achieved
    - 1.3.6.3 Identify other regional studies, developments or proposals that influence opportunities for the City
    - 1.3.6.4 Identify components that may be beyond the purview of the City's existing resources and authority
    - 1.3.6.5 Identify components where concerted action by the City will make the difference between success and failure

- 1.3.6.6 Deliverables to include individual component maps and graphics, SWOT findings summary
- 1.3.6.7 City Task: Add/cross out pertinent text in existing Comp Plan to guide update
- 1.3.6.8 City Task: Provide current capital improvements plans for public works projects, summarize TIF districts based on annual reports, provide existing utility and community facility maps
- 1.3.6.9 Meetings and deliverables:
  - 1.3.6.9.1 One meeting with staff and media partner to discuss findings and align schedules
  - 1.3.6.9.2 Conduct up to three (3) meetings total, one (1) with City staff and up to two (2) department-level to discuss regional systems
  - 1.3.6.9.3 Conduct up to four (4) meetings, (3) special focus group neighborhood meetings and (1) with City staff to discuss Neighborhood, Districts, and Corridors Systems
  - 1.3.6.9.4 Develop individual component maps and graphics, SWOT findings summary
  - 1.3.6.9.5 Develop and provide PowerPoint files for staff use at Plan Commission meeting
  - 1.3.6.9.6 Provide ongoing project management of team and ensure regular communication with Client
  - 1.3.6.9.7 Provide ongoing public engagement support and facilitation
  - 1.3.6.9.8 Ongoing coordination efforts/meetings with media consultant
- 1.4 TASK 3. ADOPTION PROCESS
  - 1.4.1 Update City GIS spatial data with tailored, technical expertise and outside-the-box creativity to provide a wide range of GIS database objects with the ability to scale for future use.
  - 1.4.2 Conduct up to one (1) meeting with City staff and one (1) Plan Commission review meeting
  - 1.4.3 Prepare preliminary draft document as a collaborative effort for City review
  - 1.4.4 Prepare edits to preliminary draft report
  - 1.4.5 Prepare Final document, including three (3) hard copies and digital version of completed plan
  - 1.4.6 The scope includes public meetings as described above as well as aiding staff in the development and facilitation of public engagement. It is understood that City staff lead approval/adoption process with the Common Council with the GRAEF team available for questions.

1.4.6.1 City Task: provide comment and distribute draft plans to identified Steering Committee or community reviewers

1.5 Schedule: Scope of Services outlined above will begin in February 2022 and complete in April 2023 for an approximate 18-month project duration.

END OF EXHIBIT A

EXHIBIT B  
CLIENT'S RESPONSIBILITIES  
TO  
AGREEMENT  
BETWEEN  
CITY OF LA CROSSE (CLIENT)  
AND  
GRAEF-USA INC. (GRAEF)

Dated February, 2022

CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of GRAEF:

- 3.1 Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to GRAEF's services for the Project.
- 3.2 Assist GRAEF by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish to GRAEF, as required for performance of its Basic Services (except to the extent provided otherwise in EXHIBIT A "Further Description of Basic Services and Related Matters"), the following:
  - 3.3.1 Digital files of existing plans and studies relevant to the Comprehensive Plan update for the City of La Crosse (Task 2 or as soon as possible)
  - 3.3.2 Base mapping data in Arc GIS or similar file types (Task 2 or as soon as possible)
  - 3.3.3 Existing conditions data (Task 2 or as soon as possible)
  - 3.3.4 Identification of individuals and community facilitators for steering committee, focus group and/or stakeholder meetings (Task 1 and 2)
  - 3.3.5 Creation of initial interview questions for focus group and stakeholder meetings (Task 1 and 2)
  - 3.3.6 Written summaries and scanned imagery from community workshops, public open houses and online surveys conducted by the City or Media consultant (ongoing)
  - 3.3.7 Coordination lead between ongoing City of La Crosse planning and marketing efforts related to the Comprehensive Plan update (Climate Action Plan, Comprehensive Plan Marketing, any other community engagement or plan update efforts, ongoing)

- 3.3.8 Distribution of draft comprehensive plan to steering committee members and select staff (Task 3)
- 3.3.9 Comments and edits to draft plan from steering committee and staff (Task 3)
- 3.3.10 Invitations, mailings, locations, proper notices and logistics for all meetings by Client or Marketing consultant (ongoing)
- 3.3.11 Distribution of Final Plan to key members (Task 3)
- 3.3.12 Presentation and logistics to final adoption of Comprehensive Plan 2040 update (Task 3); all of which GRAEF may use and rely upon in performing services under this Agreement.
- 3.4 Give prompt written notice to GRAEF whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GRAEF's services.
- 3.5 Furnish, or direct GRAEF to provide, Additional Services as stipulated in Section 2 of the AGREEMENT.
- 3.6 Bear all costs incident to compliance with the requirements of this EXHIBIT B.

END OF EXHIBIT B

EXHIBIT D  
PAYMENT PROVISIONS  
TO  
AGREEMENT  
BETWEEN  
CITY OF LA CROSSE (CLIENT)  
AND  
GRAEF-USA INC. (GRAEF)

Dated February, 2022

SECTION 5 - PAYMENT PROVISIONS

5.1 BASIS OF PAYMENT

CLIENT shall pay GRAEF for costs of Basic Services rendered under Section 1 and EXHIBIT A as follows:

5.1.1 LUMP SUM PAYMENT FOR BASIC SERVICES

5.1.1.1 Basic Services rendered under Section 1 and EXHIBIT A, a Lump Sum fee of \$298,447.00, on a monthly basis as determined in 5.1.1.2.

5.1.1.2 Monthly statements will be based upon an estimate of the proportion of services completed to date in proportion to total lump sum. Upon conclusion of each phase of Basic Services, an additional amount, if any, will be paid to bring total compensation paid to the following percentages of total compensation payable for each phase.

<u>Phase</u>	<u>Percentage</u>
Task 1	33.33 %
Task 2	33.33 %
Task 3	33.33 %
	100 %

5.1.1.3 GRAEF may alter the distribution of compensation between individual phases indicated in 5.1.1.2 to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount except by an amendment to this Agreement.

5.1.1.4 Lump Sum includes compensation for GRAEF's services and its consultants, if any. Amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and reimbursable expenses.

5.1.1.5 Total Compensation in 5.1.1.1 is based upon Contract Time to complete the Work not exceeding 18 months. Should the Contract Time to complete the Work be extended by CLIENT beyond this period, the total compensation to GRAEF shall be appropriately adjusted.

5.1.2 ADDITIONAL SERVICES

5.1.2.1 CLIENT shall pay GRAEF for Additional Services authorized by CLIENT and rendered by GRAEF under Article 2 and EXHIBIT B as follows:

5.1.2.1.1 Payment for Additional Services shall be contained in an amendment to this Agreement.

END OF EXHIBIT D