

Jan. 17, 1961

ARCHITECTURAL AND ENGINEERING SERVICES

FOR

FORD MOTOR COMPANY EXHIBITION

AT

NEW YORK WORLD'S FAIR 1964 - 1965

CONTRACT NO. 689-2-61

MINORU YAMASAKI AND ASSOCIATES

FORD MOTOR COMPANY

DEARBORN, MICHIGAN

THIS CONTRACT, made this Seventeenth day of January, 1961, between MINORU YAMASAKI AND ASSOCIATES, a Michigan Corporation, having an office at 1025 East Maple Road, Birmingham, Michigan (hereinafter referred to as "Architect-Engineer"), and FORD MOTOR COMPANY, a Delaware Corporation, having an office at The American Road, Dearborn, Michigan (hereinafter referred to as "the Owner"),

WHEREAS, the Owner desires to obtain the services of Architect-Engineer in connection with a building to be constructed by the Owner for the New York World's Fair in 1964 and 1965, and

WHEREAS, Architect-Engineer desires to render services to the Owner in connection with said building, and

IN CONSIDERATION of the mutual agreements and the acknowledgments herein made, the parties hereto agree as follows:

ARTICLE ONE: SERVICES TO BE PERFORMED BY ARCHITECT-ENGINEER

Architect-Engineer shall furnish all architectural and engineering services required for the preparation of fundamental designs, drawings and specifications for a building to house the Owner's exhibit at the New York World's Fair in 1964 and 1965 at Flushing Meadows, New York City, New York. The services to be performed by Architect-Engineer shall include:

- a. conferring with the Owner and exhibit consultants to determine the requirements for and to achieve complete integration of the exhibit and the building;
- b. preparation of schematic studies, study models and drawings to depict general layout, arrangement and use of space, general architectural design and general type of construction;

- c. review of schematic drawings with and obtaining approval from Fair Corporation, as necessary;
- d. preparation of outline specifications and preliminary estimates of costs;
- e. preparation of a project scale model, plans, elevations, sections and perspectives, as directed by the Owner.

ARTICLE TWO: PAYMENT TO ARCHITECT-ENGINEER

The Owner shall pay Architect-Engineer for the services described and in the amounts set forth below:

- a. for time devoted to this matter by architects, engineers draftsmen, specifications writers, estimators and other technical employees employed by Architect-Engineer, except Mr. Minoru Yamasaki, a sum of money equivalent to Architect-Engineer's payroll cost (which is defined as the eligible employee's hourly rate plus six percent (6%) times the hours devoted by such employees to this matter) times two and one-half (2 1/2);
- b. for overtime worked by eligible employees, Architect-Engineer shall be reimbursed for the actual hourly premium time rate only plus six percent (6%), in addition to the amounts due pursuant to sub-paragraph (a) above, provided Owner authorizes overtime work in advance;
- c. for each hour devoted to this matter by Mr. Yamasaki a flat fee of thirty dollars (\$30.00);
- d. out-of-pocket costs incurred in connection with this project for disbursements made for the following:

- (1) transportation and living expenses incurred by employees and agents of Architect-Engineer for travel beyond the geographical boundaries of Wayne, Oakland and Macomb Counties, Michigan, provided such travel is in connection with this project and is requested by Owner,
- (2) telegrams and long distance telephone calls,
- (3) blueprints, photostats and reproductions,
- (4) photograph work and photographic reproductions when specifically requested by the Owner,
- (5) materials for the project model when said model is required or requested by the Owner,
- (6) filing and checking fees payable to Fair Corporation, Federal, State, County, City or other governmental or public authorities having jurisdiction or official interest in the project,
- (7) special consultants' fees other than for architectural, structural, plumbing, heating, ventilating or electrical work, provided the Owner's written authorization to incur such fee is obtained in advance, and
- (8) models and perspectives required and/or requested by Owner, when prepared by persons other than the Architect-Engineer;

e. Architect-Engineer shall bill and the Owner shall pay Architect-Engineer monthly for the items that Architect-Engineer is permitted to charge to the Owner. Each bill submitted by Architect-Engineer shall set forth, for the period covered by the bill, the name of each eligible employee of Architect-Engineer devoting time to this project, his job title, hourly rate and the number of hours devoted

to this matter by such employee and an itemization, in detail and in a form satisfactory to the Owner, of all disbursements made by Architect-Engineer in connection with this program;

- f. Architect-Engineer shall maintain accurate records of all items billed to the Owner and the Owner shall have the right during the period of this agreement and for a reasonable period after expiration or termination to audit, at Owner's expense, Architect-Engineer's books to determine the accuracy and applicability of the items billed by Architect-Engineer;
- g. the Owner shall be required to pay no more than Fifty Thousand Dollars (\$50,000.00) for the services to be rendered and the disbursements to be made by the Architect-Engineer pursuant to this agreement; provided, however, in the event that Owner requests Architect-Engineer to increase the scope of the services to be performed by Architect-Engineer beyond those services provided for in Article One of this agreement, then, in that event, the parties shall agree by amendment to this agreement upon the amount of money that Architect-Engineer shall be paid for such additional services prior to the time that Architect-Engineer shall perform such additional services.

ARTICLE THREE: RELATIONS WITH EXHIBIT CONSULTANTS

Architect-Engineer acknowledges that the Owner has retained the services of more than one exhibit consultant to propose exhibit suggestions and that Architect-Engineer may be requested to work with each exhibit consultant heretofore or hereafter retained by the Owner. Architect-Engineer represents and warrants that it will hold in confidence

to Architect-Engineer, except for accrued amounts incurred by and payable to Architect-Engineer pursuant to Article Two prior to receipt of such notice.

ARTICLE SIX: EXCLUSIVITY OF SERVICES

Architect-Engineer agrees that as long as it has an existing agreement with Owner in connection with the development of a building to house an exhibit for the New York World's Fair, Architect-Engineer will not participate in the development of such a building for any other person, firm, corporation or other entity which is a competitor, or is sponsored or affiliated with a competitor of the Owner. Owner shall have the sole right to determine whether any entity is a competitor.

ARTICLE SEVEN: STATUS OF ARCHITECT-ENGINEER - INDEPENDENT CONTRACTOR

While Owner's right generally to direct the work and services to be performed by Architect-Engineer hereunder is recognized by Architect-Engineer, Architect-Engineer shall in all respects be and remain an independent contractor and its employees shall at all times be and remain its employees, subject to its right of direction, control and discipline.

ARTICLE EIGHT: ALL OBLIGATIONS INCLUDED HEREIN

Each party to this contract represents that this contract embodies the entire understanding between the parties and that neither is relying upon any representation by the other party that (i) would vary, modify or enlarge upon the terms set forth herein or (ii) has induced the execution of said contract; it being specifically understood and agreed that Owner shall have no obligation to Architect-Engineer other than the obligations expressly set forth in this contract.

ARTICLE NINE: PRIOR AGREEMENTS

This agreement supersedes all previous understandings or agreements between the parties and expresses the entire agreement between them.

ARTICLE TEN: AMENDMENTS

Any amendment to this agreement must be in writing and, to bind Owner, must be signed by Owner's Vice President - Purchasing.

ARTICLE ELEVEN: NOTICES

Any notice required or permitted by this agreement, or given in connection herewith, shall be in writing and may be made by personal delivery or by first-class registered mail, postage prepaid. Notices to Owner shall be delivered to or addressed to Vice President - Purchasing, The American Road, Dearborn, Michigan; notices to Architect-Engineer shall be delivered to or addressed to Mr. Minoru Yamasaki, 1025 East Maple Road, Birmingham, Michigan. Either party by notice to the other may designate a different address to which future notices shall be delivered or addressed.

ARTICLE TWELVE: MICHIGAN AGREEMENT

This agreement shall be governed in all respects by the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and date first shown above.

WITNESS:

MINORU YAMASAKI AND ASSOCIATES

Cass S. Madruski, Inc. BY: Minoru Yamasaki, Inc.
TITLE: President

FORD MOTOR COMPANY

H. Ravick, Inc. BY: C. G. Madruski
TITLE: VICE PRESIDENT - PURCHASING