AGREEMENT made as of the day of in the year Two Thousand and ___
(In words, indicate day, month and year)

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

Ann Arbor Downtown Development Authority
Ms, Susan Pollay, Executive Director
150 South Fifth Avenue, Suite 301
Ann Arbor, MI 48104
and the Architect:
(Name, address and other information)

Carl Walker, a Division of WGI
5136 Lovers Lane, Suite 200
Kalamazoo, MI 49002

Reference Article 12.1

for the following Project:
(Name, location and detailed description)

Ann Arbor Ann Ashley Parking Structure Expansion Planning and Design as detailed in the Carl Walker November 9, 2017 proposal (Exhibit A).

The Ann Ashley parking structure was built in 1987 and currently provides parking for approximately 820 vehicles. The vertical expansion planning and design will include the following:

1. Storm Water Management – The Storm water management goal will be to detain the full 100-year storm event; however, existing conditions may limit the available detention capacity. The design team will assess the requirements and explore methods to maximize the benefits of storm water management.

2. Future Horizontal Expansion – Washtenaw County (County) has explored the potential development of their surface parking lot at the corner of Main and Ann Streets, adjacent to the Ann Ashley Parking Structure. The County site would benefit from a vehicle and pedestrian connection to the Ann Ashley Parking Structure, and we recommend incorporating the flexibility of a horizontal connection into the expansion.

3. Commercial Building Shell Space – The approximately 7,500 sf of grade level parking area south of Ann Street has a vertical clearance of 17 to 21 ft. With expanded development in the area, and the direct adjacency with the County surface parking lot to the east, the DDA would like to explore the feasibility of building out a 1 to 2-story commercial space at this site. During the Design Development Update Phase we will evaluate the feasibility and cost of building out a 1 to 2-story commercial building in the parking area south of Ann Street. The evaluation will consider number of floors, conceptual floor layout(s), architectural concepts, vertical circulation, electrical capacity, and cost. The current scope of work does not include developing the design of this building; however, we have provided an optional fee to further develop the design through

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.
the development phase (approximately 45% design) for the commercial building shell space, including
enclosure, concrete floors, stairs/elevator, emergency lighting, temporary heat, and stub in for utilities.
4. Enhanced Pedestrian Barrier Restraint – Temporary roof level fencing has recently been installed, and this
fencing will remain in place until the expansion has been completed. The expanded structure will include
an enhanced roof level pedestrian barrier system, and we will also provide the design for fencing on
covered levels (i.e. vinyl coated or powder coated galvanized steel). It will be important to maintain code
required openness to avoid mechanical ventilation and fire protection modifications.
5. Electric Vehicle Charging Stations – The installation of additional electric vehicle charging stations will be
evaluated. This may include additional units with the expansion, and providing the capacity for additional
units in the future. During the Design Development Update Phase we will evaluate the electrical capacity
available to accommodate expansion requirements, as well as the potential for commercial space
development and additional electric vehicle charging stations. We will also determine required capacity
upgrades and costs necessary to accommodate different numbers of charging stations (i.e. 50, 100, 200,
etc.). Our scope of work includes adding up to 10 new electric vehicle charging units with this project.
6. Roof Level Solar Panel Installation – The DDA has been exploring the addition of roof level solar panels in
downtown Ann Arbor, and we will explore the impact of roof mounted panels with the expansion. As a
minimum, we anticipate that the design will incorporate the flexibility (structural, functional, architectural,
and electrical) to add solar panels in the future.
7. Additional Parking Level – The parking structure was originally designed to support three (3) additional
parking levels. The design team will assess the existing structural capacity to determine the feasibility of
adding a fourth parking level in lieu of the solar panels.
8. Construction Delivery Method – Minimizing the potential impact of construction on parking operations,
maintaining a reasonable construction schedule, and maintaining the project budget are important elements
of a successful project. The construction market is busy, and construction costs and scheduling will likely
be impacted by market demand. We will explore with the DDA the benefits of different construction
delivery methods, including the traditional design-bid-build delivery and construction manager led
delivery.
9. Shared Dumpster Location with Residence Inn – The DDA and the Residence Inn Hotel currently share
trash disposal facilities located south of the parking structure in, or near the City owned alley. The design
team will work with the DDA to evaluate whether modifications would be beneficial.
10. Existing Telecommunication Equipment – The existing roof mounted telecommunications equipment will
be temporarily relocated by the telecommunications company or the City of Ann Arbor; and reinstalled
following completion of the expansion. The design team will assist with planning for the equipment
reinstallation (including equipment access).
11. Lighting – Our scope of work includes replacing the lighting in the existing structure with LED fixtures.

The Owner and Architect agree as follows.
TABLE OF ARTICLES

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2 ARCHITECT’S RESPONSIBILITIES
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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION
§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Paragraph Deleted)

Project scope is included in Carl Walker proposal dated November 9, 2017, included in Exhibit A.

§ 1.2 The Owner’s anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:
  .1 Commencement of construction date:
    The project schedule is contingent on City Planning review and approval.
  .2 Substantial Completion date:
    The project schedule is contingent on City Planning review and approval.
  .3 Reference Exhibit C_ Preliminary Project Schedule dated November 8, 2017.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect’s services and the Architect’s compensation.
ARTICLE 2  ARCHITECT’S RESPONSIBILITIES
§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

$1,000,000 per occurrence;
$2,000,000 aggregate;
$5,000,000 umbrella.

.2 Automobile Liability

$1,000,000

.3 Workers’ Compensation

$1,000,000

.4 Professional Liability

$2,000,000 per occurrence and $2,000,000 annual aggregate

ARTICLE 3  SCOPE OF ARCHITECT’S BASIC SERVICES
§ 3.1 The Architect’s Basic Services consist of those described in Article 3 and include usual and customary structural, civil, mechanical, and electrical engineering services, plus architectural design and parking functional design services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect’s services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2.1 However, the Owner recognizes that it is impossible for the Architect to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Owner is providing. Accordingly, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect and their subconsultants harmless from any
claim, liability or cost resulting from errors or omissions in the information provided by the Owner, unless the Architect has verified such information from a source other than the owner.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s services. The schedule initially shall include anticipated dates for the Contractor’s commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner’s approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner’s directive or substitution made without the Architect’s approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN DEVELOPMENT UPDATE PHASE SERVICES (See also Exhibit A)
§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect’s services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project’s requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner’s approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner’s approval of the preliminary design, the Architect shall prepare Design Development Update Documents for the Owner’s approval. The Design Development Update Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner’s program, schedule and budget for the Cost of the Work.
§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

(Paragraph Deleted)

§ 3.2.7 The Design Development Update Documents shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, parking/functional, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Update Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

(Paragraph Deleted)

§

3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES (See also Exhibit A)

§ 3.3.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.3.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner’s approval.

§ 3.4 BIDDING OR NEGOTIATION PHASE SERVICES (See also Exhibit A)

§ 3.4.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. (Reference Article 12.2)

§ 3.4.2 COMPETITIVE BIDDING (See also Exhibit A)

§ 3.4.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.4.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;
preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.4.2.3 With the approval of the owner, the Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.4.3 NEGOTIATED PROPOSALS (See also Exhibit A)
§ 3.4.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.4.3.2 The Architect shall assist the Owner in obtaining proposals by
1. procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors; and
3. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.4.3.3 With the approval of the owner, the Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.5 CONSTRUCTION PHASE SERVICES (See also Exhibit A)
§ 3.5.1 GENERAL
§ 3.5.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.5.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Special Inspections that may be required by the applicable Building Code are not part of Article 3.5.2 and are not included as part of this Agreement unless specifically indicated in Article 4.1.28. The Architect will assist the owner in obtaining proposals from firms qualified to provide special inspection services.

§ 3.5.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.5.2 EVALUATIONS OF THE WORK
§ 3.5.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Special Inspections that may be required by the applicable Building Code are not part of Article 3.5.2 and are not included as part of this Agreement unless specifically indicated in Article 4.1.28.

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User Notes:

Init. (JB9ADA23)
§ 3.5.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.5.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.5.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.5.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.5.2.6 The Architect’s site responsibilities are limited solely to the Architect’s evaluations of the Work, Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor’s methods of work performance, superintendence of the Contractor's employees and scheduling of construction are also the sole and exclusive responsibilities of the Contractor alone. Owner endeavors that: 1) The Contractor’s responsibilities will be made clear in Owner’s agreement with the Contractor; 2) Owner’s agreement with the Contractor shall require the Contractor to indemnify, defend, and hold Owner and Architect harmless from any claim or liability for injury or loss arising from Owner’s or Architect’s alleged failure to exercise site safety responsibility; 3) Owner’s agreement with the Contractor shall require the Contractor to make Owner and Architect additional insureds under the Contractor’s general liability insurance policy, which insurance protection shall be primary protection for Owner and Architect.

§ 3.5.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.5.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to: (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.5.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.5.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.
§ 3.5.4 SUBMITTALS
§ 3.5.4.1 The Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect’s professional judgment to permit adequate review.

§ 3.5.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.5.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional’s seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.5.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information (RFI’s) about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.5.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.5.5 CHANGES IN THE WORK
§ 3.5.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.5.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.5.6 PROJECT COMPLETION
§ 3.5.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief the Work complies with the requirements of the Contract Documents.

§ 3.5.6.2 The Architect’s inspections shall be conducted (upon request of the Owner, the Owner’s designated representative may participate in the inspection) to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
§ 3.5.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.5.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.5.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

<table>
<thead>
<tr>
<th>Additional Services</th>
<th>Responsibility (Architect, Owner or Not Provided)</th>
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<td>§ 4.1.1 Programming</td>
<td>Completed</td>
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<tr>
<td>§ 4.1.2 Multiple preliminary designs</td>
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<td>§ 4.1.3 Measured drawings</td>
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<td>§ 4.1.4 Existing facilities surveys</td>
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<td>§ 4.1.5 Site Evaluation and Planning (B203™-2007)</td>
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<td>§ 4.1.6 Building information modeling (E202-2008)</td>
<td>TBD</td>
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<td>§ 4.1.7 Civil engineering</td>
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<td>§ 4.1.8 Landscape design</td>
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<td>§ 4.1.16 Post occupancy evaluation- 1 year Warranty Review</td>
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<tr>
<td>§ 4.1.17 Facility Support Services (B210™-2007)</td>
<td>Not Provided</td>
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<tr>
<td>§ 4.1.18 Tenant-related services</td>
<td>Not Provided</td>
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<tr>
<td>§ 4.1.19 Coordination of Owner’s consultants</td>
<td>Not Provided</td>
<td></td>
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<tr>
<td>§ 4.1.20 Telecommunications/data design</td>
<td>Not Provided</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.21 Security Evaluation and Planning (B206™-2007)</td>
<td>Not Provided</td>
<td></td>
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<tr>
<td>§ 4.1.22 Commissioning (B211™-2007)</td>
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<tr>
<td>§ 4.1.23 Extensive environmentally responsible design</td>
<td>Not Provided</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.24 LEED® Certification (B214™-2007)</td>
<td>Not Provided</td>
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<tr>
<td>§ 4.1.25 Fast-track design services</td>
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<tr>
<td>§ 4.1.26 Historic Preservation (B205™-2007)</td>
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<tr>
<td>§ 4.1.27 Furniture, Finishes, and Equipment Design (B253™-2007)</td>
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<td></td>
</tr>
<tr>
<td>§ 4.1.28 Special Inspections</td>
<td>Not Provided</td>
<td></td>
</tr>
</tbody>
</table>
§ 4.1.29 Maintenance Manual

(Table Deleted)

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

.12 Making changes to the Architect's Instruments of Service for redesign necessary to bring the estimated Cost of the Work equal to or less than the Owner's budget when such changes are caused by circumstances beyond the Architect's control.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services (reference Article 12.2):

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

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User Notes:
.5 Evaluating substitutions or voluntary alternates proposed by the Owner or Contractor and making
subsequent revisions to Instruments of Service resulting therefrom; or
.6 To the extent the Architect’s Basic Services are affected, providing Construction Phase Services 60
days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of
Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional
Services. When the limits below are reached, the Architect shall notify the Owner:
.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the
Contractor.
.2 Up to thirty-six (36) visits to the site during construction excluding 4.3.3.3 and 4.3.3.4 by the Architect
over the duration of the Project.
.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is
substantially complete in accordance with the requirements of the Contract Documents
.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed by December 31, 2019, (12/31/2019 ),
through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as
Additional Services.

ARTICLE 5 OWNER’S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner
regarding requirements for and limitations on the Project, including a written program which shall set forth the
Owner’s objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility,
expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request
from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to
evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget
for the Cost of the Work as defined in Section 6.1; (2) the Owner’s other costs; and, (3) reasonable contingencies
related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the
Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding
change in the Project’s scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project.
The Owner shall render decisions and approve the Architect’s submittals in a timely manner in order to avoid
unreasonable delay in the orderly and sequential progress of the Architect’s services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for
the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as
applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands;
adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and
contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements
and trees; and information concerning available utility services and lines, both public and private, above and below
grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test
borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic
evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil
conditions, with written reports and appropriate recommendations. The Architect shall prepare a preliminary plan
indicating the intended approximate locations of soil borings with respect to Owner provided locations of
underground improvements. The Owner will approve the locations of borings prior to their being made and the
Geotechnical engineer shall take full responsibility for locating below grade interferences prior to drilling.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect.
Upon the Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the
Owner and its consultants. The Owner shall furnish the services of consultants other than those designated

in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as soil, foundation, structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

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

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect’s consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect’s services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect’s duties and responsibilities set forth in the Contract for Construction with the Architect’s services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK
§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors’ general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner’s budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner’s budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect’s judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor’s methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner’s budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner’s budget for the Cost of the Work. The Architect’s estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.3.1 The Architect shall include a contingency of ten percent (10%) in its final estimate of the Cost of the Work. It is advised that Owner budget an additional three percent (3%) of the estimate of the Cost of the Work for change orders that may occur during the course of construction.
§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner’s budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect’s estimate of the Cost of the Work exceeds the Owner’s budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project’s size, quantity or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect’s modification of the Construction Documents shall be the limit of the Architect’s responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. 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.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect’s Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that the Owner substantially performs its 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. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, 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. 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.

§ 7.5 The Architect shall prepare Drawings using AutoCAD Release 16 or Revit, and the Architect’s customary drafting standards and practices.

ARTICLE 8 CLAIMS AND DISPUTES
§ 8.1 GENERAL
§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages such as lost revenues, lost profit, carrying charges, construction financing charges, etc. 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 of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION
§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

[ ] Arbitration pursuant to Section 8.3 of this Agreement, upon the written consent of both parties or it will be resolved by litigation in a court of competent jurisdiction.
§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect agree to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 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, the Architect shall give seven days’ written notice to the Owner before suspending services. 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 schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, 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.
§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 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 and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect’s services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect’s anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement.

§ 10.4 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 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 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.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project.
$10.8 If the Architect or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

$10.9 Payments to the Architect shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Owner of offsetting reimbursement or credit from other parties causing an Additional Service or expenses.

$10.10 If the Owner objects to any portion of an invoice, the Owner shall so notify the Architect in writing within seven (7) calendar days of receipt of the invoice. The Owner shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated in 11.10.2 shall be paid by the Owner on all disputed invoiced amounts resolved in the Architect’s favor and unpaid for more than two (2) months after the invoice date.

ARTICLE 11 COMPENSATION

§11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraph Deleted)

Compensation to be on an hourly fee plus reimbursable expense basis as follows:

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<thead>
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<th>Hourly Fee</th>
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§11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Paragraph Deleted)

A stipulated sum basis or on an hourly fee basis using the rates set forth in Exhibit B, Carl Walker, a Division of WGI Fee Schedule FY17, as mutually agreed between the parties for each Change in Additional Service.

§11.2.1 Compensation for Maintenance Manual Preparation per Section 4.1.29 equal additional Fixed Fee of $5,200, plus reimbursable expenses estimated to be $00.00.

§11.2.2 Compensation for Warranty Review per Section 4.1.16 equal Additional Fixed Fee of $6,150, plus reimbursable expenses estimated to be $150.

§11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Paragraph Deleted)

A stipulated sum basis or on an hourly fee basis using the rates set forth in Exhibit B, Carl Walker, a Division of WGI Inc., Fee Schedule or year FY17, as mutually agreed upon between the parties for each Additional Service.

§11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as otherwise stated below:
§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be on the Hourly Fee Basis set forth in Section 11.1.

(Table Deleted)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

(Paragraph Deleted)

See Exhibit B, Carl Walker, a Division of WGI Inc. Fee Schedule for year FY17

(Table Deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect’s Consultant’s expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect’s consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus zero percent (0%) of the expenses incurred plus electronic communications expenses shall equal 0.5% of compensation included in 11.1 to 11.6.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT’S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Init.

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User Notes: (3R9ADA23)
§ 11.10 PAYMENTS TO THE ARCHITECT
§ 11.10.1 An initial payment of zero ($ 00.00 ) 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 in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid two (2) months after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

One percent (1%) per month (Equivalent to twelve (12%) per annum)

§ 11.10.3 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

§ 12.1 Carl Walker is referred to in this Agreement as "Architect" for consistency of reference among this Agreement, the General Conditions of the Contract for Construction and other Construction Documents. For the purpose of this Agreement, the term "Architect" shall mean "Engineer" and does not imply that Carl Walker is practicing architecture or providing architectural services.

§ 12.2 The Owner shall include provisions in the Owner/Contractor Agreement that specifically permit the Owner to back charge the Contractor for the Architect’s Cost of Additional Services caused by the Contractor per Articles 2.8.1, 4.3.2.1, 4.3.2.2, 4.3.2.4, 4.3.2.5, 4.3.3 and 4.3.4.

§ 12.3 The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use his or her reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Architect, however, cannot and does not warrant or guarantee that the Owner’s project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

§ 12.4 If not otherwise defined, the Level of Development of the Revit BIM model shall be LOD300 in accordance with the AIA Document E202, Building Information Modeling Protocol.

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 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.

Init.

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User Notes:
§ 13.2 This Agreement is comprised of the following documents listed below:

2. AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
   (List other documents, if any, including Exhibit A, Initial Information, and additional scopes of
   service, if any, forming part of the Agreement.)

Exhibit A, Carl Walker Scope of Services;
Exhibit B, Carl Walker Fee Schedule FY17;
Exhibit C, Preliminary Project Schedule.

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

OWNER Ann Arbor Downtown Development Authority

(Signature) On May 10, 2004
(Printed name and title) Exec Durem

ARCHITECT - Carl Walker, a Division of WGI

(Signature) Mario Echagueru, P.E. Executive Vice President - COO
(Printed name and title)
Exhibit A – Carl Walker Scope of Services

Carl Walker Proposal, dated December 1, 2017

Revised
December 1, 2017 Revised

Ms. Susan Pollay
Executive Director
Ann Arbor Downtown Development Authority
150 South Fifth Avenue, Suite 301
Ann Arbor, MI 48104
Email: spollay@a2dda.org

RE: Ann Ashley Parking Structure Vertical Expansion
Carl Walker Proposal P1-17-043

Dear Ms. Pollay:

The Ann Arbor Downtown Development Authority (DDA) would like to increase downtown parking capacity by vertically expanding the Ann Ashley Parking Structure. The DDA would also like to evaluate the following:

1. Storm Water Management – The Storm water management goal will be to detain the full 100-year storm event; however, existing conditions may limit the available detention capacity. The design team will assess the requirements and explore methods to maximize the benefits of storm water management.

2. Future Horizontal Expansion – Washtenaw County (County) has explored the potential development of their surface parking lot at the corner of Main and Ann Streets, adjacent to the Ann Ashley Parking Structure. The County site would benefit from a vehicle and pedestrian connection to the Ann Ashley Parking Structure, and we recommend incorporating the flexibility of a horizontal connection into the expansion.

3. Commercial Building Shell Space – The approximately 7,500 sf of grade level parking area south of Ann Street has a vertical clearance of 17 to 21 ft. With expanded development in the area, and the direct adjacency with the County surface parking lot to the east, the DDA would like to explore the feasibility of building out a 1 to 2-story commercial space at this site. During the
Design Development Update Phase, we will evaluate the feasibility and cost of building out a 1 to 2-story commercial building in the parking area south of Ann Street. The evaluation will consider number of floors, conceptual floor layout(s), architectural concepts, vertical circulation, electrical capacity, and cost. The current scope of work does not include developing the design of this building; however, we have provided an optional fee to further develop the design through the design development phase (approximately 45% design) for the commercial building shell space, including enclosure, concrete floors, stairs/elevator, emergency lighting, temporary heat, and stub in for utilities.

4. Enhanced Pedestrian Barrier Restraint – Temporary roof level fencing has recently been installed, and this fencing will remain in place until the expansion has been completed. The expanded structure will include an enhanced roof level pedestrian barrier system, and we will also provide the design for fencing on covered levels (i.e. vinyl coated or powder coated galvanized steel). It will be important to maintain code required openness to avoid mechanical ventilation and fire protection modifications.

5. Electric Vehicle Charging Stations – The installation of additional electric vehicle charging stations will be evaluated. This may include additional units with the expansion, and providing the capacity for additional units in the future. During the Design Development Update Phase, we will evaluate the electrical capacity available to accommodate expansion requirements, as well as the potential for commercial space development and additional electric vehicle charging stations. We will also determine required capacity upgrades and costs necessary to accommodate different numbers of charging stations (i.e. 50, 100, 200, etc.). Our scope of work includes adding up to 10 new electric vehicle charging units with this project.

6. Lighting – We anticipate utilizing energy efficient LED light fixtures in the new parking levels; and our scope of work includes replacing the lighting in the existing structure with LED fixtures.

7. Roof Level Solar Panel Installation – The DDA has been exploring the addition of roof level solar panels in downtown Ann Arbor, and we will explore the impact of roof mounted panels with the expansion. As a minimum, we anticipate that the design will incorporate the flexibility (structural, functional, architectural, and electrical) to add solar panels in the future.

8. Additional Parking Level – The parking structure was originally designed to support three (3) additional parking levels. The design team will assess the existing structural capacity to determine the feasibility of adding a fourth parking level in lieu of the solar panels.

9. Construction Delivery Method – Minimizing the potential impact of construction on parking operations, maintaining a reasonable construction schedule, and maintaining the project budget are important elements of a successful project. The construction market is busy, and construction
Ann Ashley Parking Structure Expansion
Design Proposal
December 1, 2017 Revised

costs and scheduling will likely be impacted by market demand. We will explore with the DDA the benefits of different construction delivery methods, including the traditional design-bid-build delivery and construction manager led delivery.

Carl Walker, a division of WGI (Carl Walker) is pleased to present this design proposal for the proposed vertical expansion of the Ann Ashley Parking Structure. This proposal includes structural engineering, parking consulting, architectural design, civil engineering, and mechanical/electrical engineering consulting services.

PROJECT DESIGN TEAM

Carl Walker will be the prime consultant, responsible for directing the activities of the design team, and coordinating and communicating with the Ann Arbor Downtown Development Authority (DDA). Carl Walker will retain the services of sub-consultants for architectural design, civil engineering, mechanical/plumbing engineering, and electrical engineering. The proposed project design team is as follows:

**Carl Walker**
Prime Consultant
Structural Engineering
Parking Consultant/Functional Design

**Fusco Shafer & Pappas Architects (Dan Mooney) & Carl Luckenbach**
Architectural Concept
Architectural Design
Renderings

**Berbiglia Associates**
Mechanical Engineering/Plumbing
Electrical Engineering

**Zeimet Wozniak and Associates**
Civil Engineering
- Storm Water Management
Surveying (if required)

**Retained by DDA (Coordinated by Carl Walker)**
Geotechnical Engineering, if required
- Supplemental recommendations
- Infiltration testing for storm water detention
PROJECT UNDERSTANDING

The Ann Ashley Parking Structure was designed and constructed in 1986/1987, and provides parking for approximately 820 vehicles. The structure consists of 7 levels of parking – Basement B, Basement A, Level 1 (street level), Level 2, Level 3, Level 4, Level 5, and Level 6. The structural system consists of precast prestressed concrete.

In 2007 the Carl Walker design team was retained to prepare a vertical expansion design; however, the project was cancelled prior to completion of design. To minimize design costs, we will utilize components of the previous design; however, we anticipate developing new architectural concepts, evaluating alternative structural systems, and evaluating/incorporating features identified above. We anticipate updating the Design Development Phase of the project, then proceeding with the Construction Document Phase after necessary approvals.

Important design considerations will include:

- **Parking Structure Size** – The proposed three (3) level vertical expansion will add approximately 129,200 sf of supported parking area and approximately 400 additional parking spaces. The total expanded capacity will be approximately 1,217 spaces.

- **Additional Parking Level** – The parking structure was originally designed to support three (3) additional parking levels. In an effort to maximize parking at this location, during the Design Development Update Phase the design team will explore the feasibility and cost of adding a fourth parking level in lieu of the solar panels.

- **Architectural** – It will be important to select materials, detailing and textures that help in softening the impact of the additional floors. Our team will evaluate various architectural concepts for the expansion, and we will present at least one concept where the expanded floors have an architectural treatment different from the existing structure. The architectural concepts will align with the project budget.

- **Parking Structure Function/Circulation** - The structure functions as a double threaded helix, with one-way traffic and angled parking. With the double thread configuration, the increased capacity should not create significant ramping capacity concerns. There may be opportunities to increase exit/entry lane capacity, if necessary.

- **Storm Water Management** – With the additional three (3) levels, it will be necessary to address storm water management at the site. The structure currently has no pretreatment or water detention systems. Although full 100-year storm detention may not be feasible, the design team will work to maximize conformance with current City requirements.
Ann Ashley Parking Structure Expansion
Design Proposal
December 1, 2017 Revised

✓ **Structural System** - The previous expansion design incorporated a cast-in-place concrete structural system to minimize the construction impact on operations, and to facilitate construction access. We will evaluate the cost of both precast and cast-in-place concrete construction, along with the impact on parking operations.

✓ **Future Horizontal Expansion** - The added floors will be designed to structurally accommodate (spandrel detailing) potential pedestrian and vehicle connection to a future County parking facility at the Main and Ann Street surface lot. We will also evaluate the structural modifications necessary to accommodate connections at the existing levels.

✓ **Commercial Building Shell Space** - During the Design Development Update Phase we will evaluate the feasibility and cost of building out a 1 to 2-story commercial building in the parking area south of Ann Street. The evaluation will consider number of floors, conceptual floor layout(s), architectural concepts, vertical circulation, electrical capacity, and cost. The space use has yet to be determined; however, the first-floor space may be light retail (no restaurant), and the second floor may be offices or meeting space. The current scope of work does not include developing the design of this building; however, we have provided an optional fee to further develop the design through the design development phase (approximately 45% design) for the commercial building shell space, including enclosure, concrete floors, stairs/elevator, emergency lighting, temporary heat, and stub in for utilities.

✓ **Enhanced Pedestrian Barrier Restraint** - The expanded structure will include an enhanced roof level pedestrian barrier system, and we will also provide the design for fencing on covered levels (i.e. vinyl coated or powder coated galvanized steel). It will be important to maintain code required openness to avoid mechanical ventilation and fire protection modifications.

✓ **Electric Vehicle Charging Stations** - The installation of additional electric vehicle charging stations will be evaluated. During the Design Development Update Phase, we will evaluate the electrical capacity available to accommodate expansion requirements, as well as the potential for commercial space development and additional electric vehicle charging stations. We will also determine required capacity upgrades and costs necessary to accommodate different numbers of charging stations (i.e. 50, 100, 200, etc.). Our scope of work includes adding up to 10 new electric vehicle charging units with this project.

✓ **Roof Level Solar Panel Installation** - During the Design Development Update Phase we will explore the feasibility and cost of the addition of roof level solar panels. The current scope of work will incorporate the flexibility (structural, functional, and electrical) to add panels in the future. The current scope of work does not include developing the design for solar panel installation.
✓ **Existing Telecommunication Equipment** – The existing roof mounted telecommunications equipment will be temporarily relocated by the telecommunications company or the City of Ann Arbor; and reinstalled following completion of the expansion. The design team will assist with planning for the equipment reinstallation (including equipment access).

✓ **Existing Exterior Signage** – The exterior signage along the east side of the parking structure will be replaced with new, more architecturally sensitive signage.

✓ **Shared Dumpster Location with Residence Inn** – The DDA and the Residence Inn Hotel currently share trash disposal facilities located south of the parking structure in, or near the City owned alley. The design team will work with the DDA to evaluate whether modifications would be beneficial.

✓ **Lighting** – We anticipate utilizing energy efficient LED light fixtures in the new parking levels; and our scope of work includes replacing the lighting in the existing structure with LED fixtures.

✓ **Sustainable Design** – The USGBC LEED program no longer allows a stand-alone parking ramp to be eligible for LEED certification. However, the USGBC recently acquired the Green Parking Council along with its Parksmart Green Garage Certification Program, and if desired, we can pursue Parksmart Certification.

✓ **Electrical, Plumbing, and Fire Protection Systems** - The electrical and plumbing systems will be expanded to accommodate the new parking levels. The existing fire protection consists of a dry sprinkler system on Levels B and A; and dry stand pipes covering above grade levels. It is anticipated that the stand pipe system will require expansion to accommodate the additional parking level.

✓ **Operations** – Parking operations will continue during construction. The goal will be to maximize available parking, minimize disruption to parkers, and continue parking office operations and lane entry/exit operations.

✓ **Construction Delivery** -Minimizing the potential impact of construction on parking operations, maintaining a reasonable construction schedule, and maintaining the project budget are important elements of a successful project. The construction market is busy, and construction costs and scheduling will likely be impacted by market demand. We will explore with the DDA the benefits of different construction delivery methods, including the traditional design-bid-build delivery and construction manager led delivery.
PROPOSED PROJECT APPROACH

We propose to provide our services based on the attached Scope of Services. The project scope includes an update to the Design Development Phase, Construction Document Phase, Bidding Phase, and the Construction Administration Phase.

PRELIMINARY PROJECT SCHEDULE

We propose the preliminary schedule milestone dates are as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Schedule</th>
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<tbody>
<tr>
<td>Design Development Update</td>
<td>December thru Mid-February 2018*</td>
</tr>
<tr>
<td>Construction Documents</td>
<td>February thru May 2018</td>
</tr>
<tr>
<td>Bidding &amp; Contractor Award</td>
<td>June 2018</td>
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<tr>
<td>Construction</td>
<td>July 2018 thru August 2019</td>
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</tbody>
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*Schedule may require modification depending on the requirements of the site plan approval process.

CARL WALKER TEAM FEE SUMMARY

We propose to provide our consulting services on an hourly fee plus reimbursable expense basis as shown below, and in accordance with the attached Terms and Conditions. Customary reimbursable expenses will include travel, shipping, and reproduction, and will be invoiced at cost. The Carl Walker hourly rates reflects a 5% reduction in our hourly rates, and travel expenses will be limited to $75 per meeting/site visit. We estimate our reimbursable expenses to be $6,500. We anticipate utilizing the standard AIA B101 Standard Form of Agreement Between Owner and Architect for this work.
CARL WALKER TEAM DESIGN PHASE FEES
Ann Ashley Parking Structure Vertical Expansion

<table>
<thead>
<tr>
<th></th>
<th>Fixed Fee</th>
<th>Hourly Fee</th>
<th>Allowances</th>
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Design Options

Option 1 – Commercial Building Shell (Design Development)\(^2\) $58,000 Not included

1. We anticipate an approximately 60-week construction period, and we have included bi-weekly construction meetings and weekly site visits to review construction.
2. Option 1 includes fees for partial design only; through design development phase (~45% design). Final design, bidding & construction administration phases are not included. Fee is based on a 2-story building, and may be less if only a 1-story building is feasible.

If you agree with our recommended approach, we will prepare a standard AIA Agreement between the DDA and Carl Walker. We look forward to working with you on this project. Please call us if you have any questions, or if you need additional information.

Sincerely,
Carl Walker, a division of WGI

Joshua A. Rozeboom, P.E.
Sr. Project Manager

Michael C. Ortlieb, P.E.
Vice-President

Attachment – Scope of Work; Terms and Conditions
To minimize design costs, our design team will utilize components of the previous design; however, we anticipate developing new architectural concepts, evaluating alternative structural systems, and evaluating/incorporating features identified below. We anticipate updating the Design Development Phase of the project, then proceeding with the Construction Document Phase after necessary approvals.

In addition to the vertical expansion, the DDA would also like to evaluate the following:

1. **Storm Water Management** – The Storm water management goal will be to detain the full 100-year storm event; however, existing conditions may limit the available detention capacity. The design team will assess the requirements and explore methods to maximize the benefits of storm water management.

2. **Future Horizontal Expansion** – Washtenaw County (County) has explored the potential development of their surface parking lot at the corner of Main and Ann Streets, adjacent to the Ann Ashley Parking Structure. We will incorporate the flexibility of a horizontal connection into the expansion; and evaluate the modifications necessary to accommodate connections at the existing levels.

3. **Commercial Building Shell Space** – The approximately 7,500 sf of grade level parking area south of Ann Street has a vertical clearance of 17 to 21 ft. With expanded development in the area, and the direct adjacency with the County surface parking lot to the east, the DDA would like to explore the feasibility of building out a 1 to 2-story commercial space at this site. During the Design Development Update Phase, we will evaluate the feasibility and cost of building out a 1 to 2-story commercial building in the parking area south of Ann Street. The evaluation will consider number of floors, conceptual floor layout(s), architectural concepts, vertical circulation, electrical capacity, and cost. The current scope of work does not include developing the design of this building; however, we have provided an optional fee to further develop the design through the design development phase (approximately 45% design) for the commercial building shell space, including enclosure, concrete floors, stairs/elevator, emergency lighting, temporary heat, and stub in for utilities.

4. **Enhanced Pedestrian Barrier Restraint** – Temporary roof level fencing has recently been installed, and this fencing will remain in place until the expansion has been completed. The expanded structure will include an enhanced roof level pedestrian barrier system, and we will also provide the design for fencing on covered levels (i.e. vinyl coated or powder coated galvanized steel). It will be important to maintain code required openness to avoid mechanical ventilation and fire protection modifications.

5. **Electric Vehicle Charging Stations** – The installation of additional electric vehicle charging stations will be evaluated. This may include additional units with the expansion, and providing the capacity for additional units in the future. During the Design Development Update Phase, we will evaluate the electrical capacity available to accommodate expansion requirements, as well as the potential for
commercial space development and additional electric vehicle charging stations. We will also determine required capacity upgrades and costs necessary to accommodate different numbers of charging stations (i.e. 50, 100, 200, etc.). Our scope of work includes adding up to 10 new electric vehicle charging units with this project.

6. **Lighting** – We anticipate utilizing energy efficient LED light fixtures in the new parking levels; and our scope of work includes replacing the lighting in the existing structure with LED fixtures.

7. **Roof Level Solar Panel Installation** – During the Design Development Update Phase we will explore the feasibility and cost of the addition of roof level solar panels. The current scope of work will incorporate the flexibility (structural, functional, and electrical) to add panels in the future. The current scope of work does not include developing the design for solar panel installation.

8. **Additional Parking Level** – The parking structure was originally designed to support three (3) additional parking levels. During the Design Development Update Phase, the design team will explore the feasibility and cost of adding a fourth parking level in lieu of the solar panels.

9. **Construction Delivery Method** – Minimizing the potential impact of construction on parking operations, maintaining a reasonable construction schedule, and maintaining the project budget are important elements of a successful project. The construction market is busy, and construction costs and scheduling will likely be impacted by market demand. We will explore with the DDA the benefits of different construction delivery methods, including the traditional design-bid-build delivery and construction manager led delivery.

I. **Design Development Update Phase**

1. Meetings with the DDA
   a. Kickoff meeting to confirm the project concept and parking objectives/goals, establish project requirements, and confirm the schedule.
   b. Periodic meetings to provide design update, obtain guidance, and present concepts.
   c. Final Design Development meeting to confirm budget and scope of work.

2. **Construction Planning/Coordination** - We will meet with the DDA to develop specific project requirements for construction control, phasing, and safety. It will be important that these items are reviewed prior to Construction Document preparation and specifications development. As a minimum, the following items will be discussed:
a. Required contractor construction sequencing to minimize disruption to the neighborhood and adjacent buildings. Special events and DDA parking contracts will be considered so that construction can be sequenced to minimize disruption.

b. Review DDA/City of Ann Arbor requirements or concerns that will affect construction such as noise restrictions, dust and fume controls, required construction signage, barricades, construction safety, etc.

c. The construction process will have an influence on the neighboring buildings and tenants. Therefore, we will be available to meet with neighborhood representatives, DDA/City officials, or others to minimize the potential impact of construction.

3. Develop project schedule and update periodically as necessary to keep the DDA, Republic, and the design team updated.

4. Schedule, attend, and document periodic project team design coordination meetings.

5. Meet with the DDA and Washtenaw County to evaluate potential benefits and costs associated with planning for future horizontal connections.

6. Meet with City staff regarding site plan submittal requirements, including stormwater management requirements and goals. Document project requirements and develop submittal documents as required for site plan approval.

7. Meet with the Republic Parking to review functional issues, including peak entering/exiting traffic flow and potential overload concerns.

8. Review building code issues that may affect construction and cost. We will prepare a written summary of code requirements and our interpretation of items impacting this project.

9. Coordinate the work of our team, including architecture, civil, structural, functional design, mechanical/plumbing, and electrical engineering. Confirm conformance with project requirements.

10. Architectural
    a. Prepare exterior architectural elevation studies, incorporating different concepts and materials to help illustrate the aesthetic impact of expansion.
    c. Prepare computer generated perspectives for options to be considered. Elevation and 3-D massing drawings will illustrate the aesthetic impact of the facility.
    d. Prepare presentation quality computer generated architectural rendering for the selection option.
    e. Prepare commercial building conceptual floor layouts and elevations.
11. **Optional** Commercial Shell Space - Prepare architectural, structural, MEP, and civil engineering drawings and specifications for the commercial space. Shell space is to include enclosure, concrete floors, stairs/elevator, emergency lighting, temporary heat, and stub in for utilities.

12. Structural
   a. Evaluate cast-in-place and precast concrete structural systems relative to impact on parking operations during construction, construction cost, user comfort, and future maintenance costs.
   b. Confirm structural system capacity based on current building code requirements.

   a. Review the impact of the vertical expansion on parking circulation, parking operations, and pedestrian circulation.
   b. Review pedestrian circulation and provide recommendations for improvements, if appropriate.

14. Mechanical & Electrical Engineering
   a. Complete a review of the existing electrical and mechanical systems to determine required improvements to accommodate vertical expansion, potential commercial space, and expanded number of electric car charging stations.
   b. Confirm electrical and mechanical systems capacities based on current building code requirements.

15. Civil Engineering
   a. Review requirements for Stormwater management; provide recommendations for improvements, if required.
   b. Identify available utilities and capacities to accommodate the vertical expansion and the potential commercial building.

   a. Prepare functional drawings that include parking space layouts, circulation requirements, and details of entrances/exits.
   b. Prepare design narrative or outline specifications for signage, parking control concept, and pavement markings.

17. Prepare Schematic Design structural drawings for the selected structural system. These documents will include:
   a. Preliminary foundation design based on the geotechnical report and site requirements.
   b. Preliminary sizing of structural elements.
18. Prepare the Design Development Phase construction cost estimate, project budget, and project schedule.

19. Prepare preliminary site plan for a pre-submission meeting with City planning department staff.

20. Design Development Updated Phase Deliverables
   a. Functional Floor Plans
   b. Structural Plans and typical details
   c. Architectural Renderings, Elevations, and typical details
   d. Civil and MEP plans and typical details
   e. Conceptual floor plans, elevations, and cost for Commercial Space
   f. Commercial Space Shell Plans and Details (Optional)
   g. Construction cost estimate, project budget, and project schedule
   h. Design Development Narrative

II. Construction Documents through Construction Administration

A. Final Design Phase

1. Meetings with the DDA
   a. Periodic meetings with the DDA to provide design updates and to obtain guidance.
   b. Final Design meeting to confirm budget, scope and schedule.

2. Functional - Prepare Final Design parking space and circulation layout drawings and specifications, including entry and exit layouts.
   a. Prepare functional drawings that include parking space layouts, details of entrances/exits, signage messages and layout, sign schedules and sign details.
   b. Prepare specifications for signage and pavement markings.

3. Structural - Prepare Final Design structural drawings and specifications. These documents will include:
   a. Final sizing of structural elements.
      • Structural system detailing
      • Lateral load design elements
      • Volume change and seismic design considerations
      • Development of structural durability systems
   b. Develop floor elevations and floor drain locations.
   c. Final structural specifications for superstructure system (including durability features).

4. Parking Area Waterproofing – Prepare Final Design waterproofing drawings and specifications. These documents will include:
a. Concrete sealer application to reduce the infiltration of chloride and water.
b. Expansion joint waterproofing systems in the floor slabs.
c. Control joint caulking with elastomeric sealant
d. Traffic bearing membrane application to protect vulnerable structural elements (i.e. post-tensioning anchors at pour strips), or to provide waterproofing over areas such as storage rooms and electrical rooms.

5. Architectural - Prepare architectural drawings and specifications based on the approved Design Development submittal.
   a. Provide exterior building elevations and detailing of architectural elements, including the façade, stair/elevator towers, pedestrian circulation, and other architectural components.
   b. Stair tower expansion plans and details.
   c. Elevator tower expansion plans and details, including elevator requirements.
   d. Provide architectural specifications, including architectural precast, masonry, handrails, miscellaneous metals, wood and plastic, flashing, roofing, architectural waterproofing for stair towers, vents, wire screens, and elevator.

6. Prepare electrical, mechanical, and plumbing drawings and specifications.

7. Prepare utility and site/civil drawings and specifications, if required.

8. Prepare phasing and construction separation plans to provide requirements for staging areas, construction areas, and separation of construction and occupied areas. We will identify minimum requirements for signage and barricades. We will also identify roadway modifications that may be allowed during construction.

9. Coordinate our work with the design team to confirm conformance of our work with project requirements.

10. Prepare the Final Design Phase construction cost estimate, project budget, and project schedule.

11. Final Design Phase Deliverables
   a. Functional Floor Plans and details
   b. Structural Plans and details
   c. Architectural Renderings, Elevations, and details
   d. Waterproofing plans and details
   e. Civil and MEP plans and details
   f. Construction cost estimate, project budget, and project schedule
   g. Final Design Technical and Front-End Specifications
B. Bidding Phase

1. Assist the DDA in advertising the project for bidding.

2. Consult with the DDA and project team during the procurement phase, answer questions, and prepare addenda as required.

3. Schedule, chair, and document preconstruction meeting to review specifications and design requirements with contractors.

4. Catalog, distribute, review and respond to bidder Requests for Information (RFI's).

5. Tabulate and review contractor bids, interview the apparent low bidder, and provide award recommendation to the DDA.

6. Prepare conforming set of construction documents, incorporating addenda issued during the bidding phase.

C. Construction, and Close-Out Phases

1. Chair and document pre-construction meetings to review specifications and design requirements with the contractor and subcontractors. It is anticipated that these meetings will be held in conjunction with scheduled project progress meetings.

2. Provide ongoing consultation with the DDA and contractor throughout the construction phase.

3. Review and approve contractor pay requests. Assist in documentation of construction quantities where unit pricing is used for each contractor pay request.

4. Process and review shop drawings and submittals required by our technical specifications. Such review will be for general conformance with the design concept of the project and general compliance with the information given in the Construction Documents.

5. Review materials testing reports, including geotechnical, foundation bearing capacity, soil compaction, and concrete quality.

6. Chair and document regularly scheduled progress meetings to coordinate work and to maintain project communication.
7. Prepare bulletins and change orders as necessary to address and document changes in the work based on existing conditions.

8. Conduct construction observation visits in conjunction with progress meetings, providing a periodic review of construction with respect to general conformance to the contract documents. Observe and record the work progress and verify that, in general, the work complies with the intent of the plans and specifications.

9. Preparation of the punch list; Review of completed punch list work by contractors.

10. Prepare certificate of substantial completion

11. Review contractor warranty submittals; compile final warranties and submit to the DDA.

12. Prepare Record Drawings based on “As-Built” drawings provided by the contractor after construction has been completed.
CARL WALKER (a division of WGI)
TERMS AND CONDITIONS - FOR PROJECTS INVOLVING CONSTRUCTION

Performance: Carl Walker and its employees will strive to exercise the degree of skill and care expected by customarily accepted good engineering practices and procedures. No other warranties, expressed or implied, are made with respect to Carl Walker’s performance, unless agreed to in writing. Carl Walker is not a guarantor of the project to which its services are directed, and its responsibility is limited to work performed for the Client. Carl Walker is not responsible for acts or omissions of the Client, nor third parties not under its direct control.

Access To Site: Unless otherwise stated, Carl Walker will have access to the project site for activities necessary for the performance of the services. Carl Walker 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.

Expenses: Subsistence and out-of-pocket expense incurred for travel, lodging, and meals; reproduction and shipping, etc. Cost + 0%; Company or personal auto and/or van – $75/trip

Equipment Usage: Approximately equal to 1% of the replacement cost per day, subject to adjustment for minimum or extended usage.

Outside Consulting, Testing, or Subcontracted Services: Cost plus 10% if Consultant has at least $500,000 Professional/General Liability Insurance, otherwise 20%. Consultants’ transportation, subsistence, and out-of-pocket expenses plus 15%.

Billings/Payments: Invoices for Carl Walker’s services shall be submitted, at Carl Walker’s option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable by the last day of the month following the month when the invoice was mailed. If the invoice is not paid when due, Carl Walker may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

Storage: Material samples not consumed in our work may be discarded 30 days after submission of the test report unless the Client requests other disposition. Charges may be made, after notification, for extended storage of materials, records, or equipment.

Safety: Field work will be performed only under safe conditions. Charges may be made for safety or security measures required by hazardous job conditions.

Insurance: The primary coverages provided by Carl Walker are $1,000,000 for general liability, $500,000 for automobile liability, $500,000 for workers’ compensation, and $2,000,000 for professional liability. Umbrella coverage of $1,000,000 applies to general and automobile liability only. Coverage is subject to annual renewal.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Carl Walker, 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 Carl Walker 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.

Hazardous Materials: Carl Walker shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

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

Terms and Conditions
CARL WALKER (a division of WGI)
TERMS AND CONDITIONS - FOR PROJECTS INVOLVING CONSTRUCTION

Ownership of Instruments of Service: All reports, drawings, specifications, CADD files, field data, notes and other documents and instruments prepared by Carl Walker as instruments of service shall remain the property of Carl Walker. The Client understands that changes or modifications to the documents made by anyone other than Carl Walker may result in adverse consequences which Carl Walker can neither predict nor control. Therefore, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Carl Walker from and against all claims, liabilities, losses, damages, and costs, including, but not limited to, attorney fees arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by the Client or others of the documents provided by Carl Walker under the agreement.

Mediation: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Carl Walker agree that all disputes between them arising out of or relating to this agreement or the breach thereof will be submitted to non-binding mediation in accordance with Mediation Rules agreed upon by the parties. In the event that the claim or dispute is not successfully resolved by mediation, it shall be submitted to binding arbitration under the Construction Industry Rules of the American Arbitration Association. The request for arbitration may be filed by either party no sooner than 60 days from the date of the claim and the Arbitrator(s) must be agreed upon by both parties.

Construction Administration: Carl Walker’s responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Client of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work. Carl Walker shall provide administration of the Contract for Construction as set forth below and in the General Conditions of the Contract for Construction.

Construction Observation: Carl Walker, as a representative of the Client, shall visit the site at intervals appropriate to the stage of the Contractor’s operations, (1) to become generally familiar with and to keep the Client informed about the progress and quality of the portion of the work completed, (2) to endeavor to guard the Client against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, Carl Walker shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work.

General Contractor’s Responsibilities for Construction and Jobsite Safety: Neither the professional activities of Carl Walker, nor the presence of Carl Walker or its employees and sub-consultants at a construction/project site, shall impose any duty on Carl Walker, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. Carl Walker and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and agrees that this intent shall be carried out in the Client’s contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, Carl Walker and Carl Walker’s sub-consultants. The Client also agrees that the Client, Carl Walker and the Carl Walker’s sub-consultants shall be made additional insureds under the General Contractor’s policies of general liability insurance.

Deviations from Contract Documents: Carl Walker shall report to the Client known deviations from the Contract Documents by the Contractor. However, Carl Walker shall not be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract documents. Carl Walker shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

Certificates for Payment: Carl Walker shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. Such certification for payment shall constitute a representation to the Client, based on Carl Walker’s evaluation of the Work and on the data comprising the Contractor’s Application for Payment, that the Work has progressed to the point indicated and that, to the best of Carl Walker’s knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by Carl Walker. The issuance of a Certificate of Payment shall not be a representation that Carl Walker has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means,
methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**Rejection of Work:** Carl Walker shall have authority to reject Work that does not conform to the Contract Documents. Whenever Carl Walker considers it necessary or advisable, Carl Walker shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of Carl Walker nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Carl Walker to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**Submittals:** Carl Walker shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings. Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract documents. Carl Walker's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Client. Contractor or separate contractors, while allowing sufficient time in Carl Walker's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. Carl Walker's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Carl Walker, of any construction means, methods, techniques, sequences or procedures. Carl Walker's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**Contractor's Design Professionals:** If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, Carl Walker shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to Carl Walker. Carl Walker shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to Carl Walker. Carl Walker shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

**Change Orders:** Carl Walker shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by Carl Walker for the Client's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

**Submittals and Final Completion:** Carl Walker shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**Interpretations and Decisions:** Interpretations and decisions of Carl Walker shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, Carl Walker shall endeavor to secure faithful performance by both Client and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.
Exhibit B

Carl Walker Team Fee Schedule
# EXHIBIT B - Carl Walker Team Rate Schedule

### Ann Arbor DDA - Ann Ashley Parking Structure

<table>
<thead>
<tr>
<th>Name</th>
<th>Role</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mike Ortlieb, PE</td>
<td>Principal-in-Charge</td>
<td>$190/HR</td>
</tr>
<tr>
<td>Doug Gannon, PE, SE</td>
<td>Chief Engineer</td>
<td>$175/HR</td>
</tr>
<tr>
<td>Josh Rozeboom, PE</td>
<td>Structural Engineer</td>
<td>$152/HR</td>
</tr>
<tr>
<td>Greg Ehmke, PE</td>
<td>Structural Engineer</td>
<td>$143/HR</td>
</tr>
<tr>
<td>Bill Surna</td>
<td>Parking Specialist</td>
<td>$143/HR</td>
</tr>
<tr>
<td>Ray Mulvaney</td>
<td>Functional Design / BIM Specialist</td>
<td>$138/HR</td>
</tr>
<tr>
<td>Gary Cole, AIA</td>
<td>Architect / Parking Specialist</td>
<td>$138/HR</td>
</tr>
<tr>
<td>Matt Blankenberger</td>
<td>Structural Engineer</td>
<td>$124/HR</td>
</tr>
<tr>
<td>Various</td>
<td>Drafting / BIM Technician</td>
<td>$80 to $100/HR</td>
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**Carl Luckenbach (Architecture Planning)**

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<thead>
<tr>
<th>Name</th>
<th>Role</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td>Carl Luckenbach, FAIA</td>
<td>Principal-in-Charge</td>
<td>$200/HR</td>
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**FSP Architects**

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<thead>
<tr>
<th>Name</th>
<th>Role</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td>Jim Pappas, AIA</td>
<td>Principal-in-Charge</td>
<td>$185/HR</td>
</tr>
<tr>
<td>Dan Mooney, AIA</td>
<td>Project Manager</td>
<td>$167/HR</td>
</tr>
<tr>
<td>Blake Hatterman, AIA</td>
<td>Architect</td>
<td>$135/HR</td>
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</table>

**Zemiel Wozniak Civil Engineers**

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<thead>
<tr>
<th>Name</th>
<th>Role</th>
<th>Hourly Rate</th>
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</thead>
<tbody>
<tr>
<td>Julian Wargo, PE</td>
<td>Principal</td>
<td>$124/HR</td>
</tr>
<tr>
<td>Various</td>
<td>Project Manager</td>
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</tr>
<tr>
<td>Various</td>
<td>Senior Engineer</td>
<td>$114/HR</td>
</tr>
<tr>
<td>Various</td>
<td>Engineer</td>
<td>$104/HR</td>
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**Kenneth Weikal Landscape Architecture**

<table>
<thead>
<tr>
<th>Name</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Ken Weikal</td>
<td>Principal-in-Charge</td>
<td>$150/HR</td>
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<tr>
<td>Various</td>
<td>Landscape Architect</td>
<td>$110/HR</td>
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**Berbiglia Associates (MEP)**

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<tr>
<th>Name</th>
<th>Role</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Berbiglia, PE</td>
<td>Principal-in-Charge</td>
<td>$115/HR</td>
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<tr>
<td>Various</td>
<td>Electrical Engineer</td>
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<tr>
<td></td>
<td>Mechanical Engineer</td>
<td>$105/HR</td>
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</tbody>
</table>

*Hourly rates are adjusted annually, effective March 1st.*
Exhibit C

Preliminary Project Schedule
PRELIMINARY PROJECT SCHEDULE

We propose the preliminary schedule milestone dates are as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Schedule</th>
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</thead>
<tbody>
<tr>
<td>Design Development Update</td>
<td>December thru January 2018*</td>
</tr>
<tr>
<td>Construction Documents</td>
<td>February thru May 2018</td>
</tr>
<tr>
<td>Bidding &amp; Contractor Award</td>
<td>June 2018</td>
</tr>
<tr>
<td>Construction</td>
<td>July 2018 thru August 2019</td>
</tr>
</tbody>
</table>

*Schedule may require modification depending on the requirements of the site plan approval process.