Southgate City Council Agenda

Council Chambers 14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday August 2, 2023

6:30pm Work Study Session

- 1. The Senior Alliance
- 2. Officials Reports
- 3. Discussion of Agenda Items

7:00 pm

Regular Meeting

Pleage of Allegiance

Roll Call:

Ayres-Reiss, Colovos, George, Graziani, Kowalsky, Kuspa, Rauch

Minutes:

- 1. Work Study Session Minutes dated July 19, 2023
- 2. Regular City Council Meeting Minutes dated July 19, 2023

Scheduled Persons in the Audience:

Consideration of Bids:

1. Letter from Mayor; Re: Bid for Humphrey Cul-de-Sac and Burns Ave. Reconstruction

Page 2

2. Letter from Mayor; Re: Bid Award for FY2023-FY2025 Sidewalk Replacement Program

Page 6

Scheduled Hearings:

Communications "A"

- Page 11 1. Letter from Mayor; Re: Northline Road Improvements (Agnes St. to Fort St.) 2. Memo from Administrator; Re: Architecture and Design Agreement – Southgate Tower Park & Bridge
 - Page 26

3. Memo from Administrator; Re: 2024 Senior Alliance Implementation Plan

Page 63/1

4. Memo from Administrator; Re: July and December Board of Review Dates

- Page 65/3
- 5. Letter from Mayor; Re: Purchase of Video Security Cameras for Lion's Park & Dog Park (Waiver of Bid) Page 67/5

Communications "B" - (Receive and File):

Ordinances:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant #1478 \$2,895,848.81

Adjournment:

Janie M. Ferencz

Janice M. Ferencz, City Clerk

JANICE M. FERENCZ City Clerk

CHRISTOPHER P. ROLLET Treasurer



- CITY COUNCIL -

ZOEY KUSPA Council President CHRISTIAN GRAZIANI BILL COLOVOS KAREN E. GEORGE PHILLIP J. RAUCH PRISCILLA AYRES-REISS GREG KOWALSKY

July 26, 2023

To the Honorable City Council Southgate, Michigan 48195

Re: Bid for Humphrey Cul-de-Sac and Burns Avenue Reconstruction

Ladies and Gentlemen:

It is recommended by the City Engineer and I concur with their recommendation to award the bid for Humphrey Cul-de-Sac and Burns Avenue Reconstruction to GV Cement Contracting Company, Brownstown Township, Michigan, in the amount of \$1,079,232.00 with a 10% contingency of \$107,923.20 for a total of \$1,187,155.20. It is the lowest bid and in the best interest of the City.

Sufficient funds are available in the Municipal & Major Street Funds to cover costs associated with this bid.

Your favorable consideration of this matter is requested.

Sincerely,

Joseph G. Kuspa Mayor

JGK/law

JANICE M. FERENCZ City Clerk

CHRISTOPHER P. ROLLET Treasurer



- CITY COUNCIL -

ZOEY KUSPA Council President CHRISTIAN GRAZIANI BILL COLOVOS KAREN E. GEORGE PHILLIP J. RAUCH PRISCILLA AYRES-REISS GREG KOWALSKY

MEMORANDUM

TO:

Honorable Mayor and City Council

FROM:

Douglas Drysdale, Assistant City Administrator / Finance Director AMP

DATE:

July 26, 2023

RE:

Recommendation to Award Bid for Humphrey Cul-de-Sac and Burns

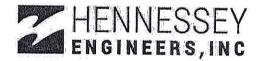
Avenue Reconstruction

I have reviewed the bid proposals with the City Engineer and concur with their recommendation to award the bid for the Humphrey Cul-de-Sac and Burns Avenue Reconstruction project to GV Cement Contracting Company (Brownstown Township MI) in the amount of \$1,079,232.00, plus 10% contingency of \$107,923.20, for a total project cost of \$1,187,155.20. A total of two bids were received, with GV Cement being the low bidder.

Funds have been budgeted in the Major Streets Fund for this project.

Proposed Motion

Award bid to GV Cement Contracting Company (Brownstown Township MI) for the Humphrey Cul-de-Sac and Burns Avenue Reconstruction Project in the amont of \$1,079,232.00, plus 10% contingency of \$107,923.20, for a total project cost of \$1,187,155.20.



Mr. Dan Marsh Humphrey Cul-de-Sac & Burns Ave. Reconstruction Recommendation of Contract Award

July 24, 2023 Page 2

Therefore, based upon the outcome of the bids and past experience, it is our office's recommendation to award the Humphrey Cul-de-Sac and Burns Avenue Reconstruction Project to GV Cement Contracting Company of Brownstown Township, Michigan, in the amount of \$1,187,155.20 which includes a 10% contingency of \$107,923.20.

If you have any questions, please do not hesitate to contact me at any time.

Very Truly Yours,

HENNESSEY ENGINEERS, INC

John M. Miller

Project / Construction Manager

in W. Willer

CC:

Honorable Mayor Joseph Kuspa, City of Southgate Honorable City Council Members, City of Southgate Doug Drysdale, Director of Finance, City of Southgate

Kevin Anderson, Director of Public Services, City of Southgate John J. Hennessey, P.E., Vice-President, Hennessey Engineers, Inc.

File B.3



July 24, 2023

Mr. Dan Marsh, City Administrator City of Southgate 14400 Dix-Toledo Highway Southgate, Michigan 48195

Re: Humphrey Cul-de-Sac & Burns Avenue Reconstruction Recommendation of Contract Award City of Southgate Hennessey Project No. 13132

Dear Mr. Marsh:

As you are aware, the City of Southgate opened bids on Tuesday, July 18, 2023 for the above referenced project and received bids from two (2) contractors that electronically downloaded contract documents. Attached is a copy of the bid tabulation.

Our office has reviewed the two (2) bids received and in summary, bids received were as follows:

| | Contractor | Bid Amount |
|---|--|----------------|
| • | GV Cement Contracting Company | \$1,079,232.00 |
| • | Great Lakes Contracting Solutions, LLC | \$1,301,015.50 |

This project involves approximately 1,900 square yards of removal and replacement of the Humphrey Cul-de-Sac pavement including drive approaches, ADA sidewalk ramps and sidewalk. It also involves approximately 4,200 square yards of removal and replacement of the Burns Avenue pavement, between Superior Avenue and Walnut Avenue, including the replacement of drive approaches, ADA sidewalk ramps, sidewalk, storm sewer and drainage structures. The project is to be completed in two phases with Humphrey Cul-de-Sac being the first phase and scheduled to start on August 14, 2023 and be substantially completed by September 29, 2023. The second phase which is Burns Avenue is scheduled to start after school is out, approximately June 10, 2024 and substantially completed by August 30, 2024.

Hennessey Engineers has worked with GV Cement Contracting Company in the City of Southgate and other communities on many road construction projects. GV Cement has performed road reconstruction projects previously in Southgate, including the reconstruction and widening with parking on Superior Avenue between Windermere Avenue and Lions Park. They also reconstructed Ford Line Avenue between Dix-Toledo Road and North Line Road, Reeck Road between Superior Avenue and Heritage Center Drive. We find that GV Cement Contracting Company is more than capable to complete this project in the City of Southgate.

JANICE M. FERENCZ City Clerk

CHRISTOPHER P. ROLLET Treasurer



- CITY COUNCIL -

ZOEY KUSPA Council President CHRISTIAN GRAZIANI BILL COLOVOS KAREN E. GEORGE PHILLIP J. RAUCH PRISCILLA AYRES-REISS GREG KOWALSKY

July 28, 2023

To the Honorable City Council Southgate, Michigan 48195

Re: Bid Award for FY2023-FY2025 Sidewalk Replacement Program

Ladies and Gentlemen:

It is recommended by the City Engineer and I concur with their recommendation to award the bid for the FY2023-FY2025 Sidewalk Replacement Program to Royal Cement, Lincoln Park, Michigan, in the amount of \$639,381.51. This is the lowest bid of the four received and in the best interest of the City.

Sufficient funds are available in the Major and Local Street Funds to cover costs associated with this bid.

Your favorable consideration of this matter is requested.

Sincerely,

Joseph G. Kuspa

√Mayor

JGK/law

JANICE M. FERENCZ City Clerk

CHRISTOPHER P. ROLLET Treasurer



- CITY COUNCIL -

ZOEY KUSPA Council President CHRISTIAN GRAZIANI BILL COLOVOS KAREN E. GEORGE PHILLIP J. RAUCH PRISCILLA AYRES-REISS GREG KOWALSKY

MEMORANDUM

TO:

Honorable Mayor and City Council

FROM:

Douglas Drysdale, Assistant City Administrator / Finance Director

DATE:

July 27, 2023

RE:

Recommendation to Award Bid for 2023-25 Sidewalk Replacement

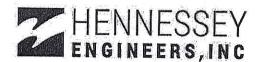
Program

I have reviewed the bid proposals with the City Engineer and concur with their recommendation to award the bid for the 2023-25 Sidewalk Replacement Program project to Royal Cement (Lincoln Park MI) in the amount of \$639,381.51. A total of four (4) bids were received, with Royal Cement being the low bidder.

Funds have been budgeted in the Major & Local Streets Fund for this project.

Proposed Motion

Award bid to Royal Cement (Lincoln Park MI) for the 2023-2025 Sidewalk Replacement Program in the amount of \$639,381.51.



July 27, 2023

Mr. Dan Marsh, City Administrator City of Southgate 14400 Dix-Toledo Highway Southgate, Michigan 48195

Re: 2023-2025 Sidewalk Replacement Program Recommendation of Contract Award City of Southgate Hennessey Project No. 13125

Dear Mr. Marsh:

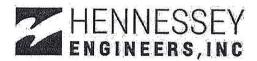
As you are aware, the City of Southgate opened bids on Wednesday, July 26, 2023 for the above referenced project and received bids from four (4) contractors that electronically downloaded contract documents. Attached is a copy of the bid tabulation.

Our office has reviewed the four (4) bids received and in summary, bids received were as follows:

| | Contractor | 2023 Bid | 2024 Bid | 2025 Bid |
|---|-----------------------------------|--------------|--------------|--------------|
| | Royal Cement | \$211,017.00 | \$211,017.00 | \$217,347.51 |
| • | Great Lakes Contracting Solutions | \$266,814.50 | \$274,818.94 | \$283,063.50 |
| • | Q3 Contracting, Inc. | \$367,682.03 | \$378,712.49 | \$390,073.87 |
| | GV Cement Contracting Company | \$381,600.00 | \$393,048.00 | \$404,839.44 |

| | Contractor | 2023-2025 Total Bid Amount |
|---|-----------------------------------|----------------------------|
| • | Royal Cement | \$639,381.51 |
| • | Great Lakes Contracting Solutions | \$824,696.94 |
| • | Q3 Contracting, Inc. | \$1,136,468.39 |
| • | GV Cement Contracting Company | \$1,179,487.44 |

This project is a three (3) year program and involves removing and replacing sidewalk in disrepair, removing and replacing drive approaches, ADA sidewalk ramps that are non-compliant or in disrepair, curb and gutter, and sections of street pavement for ADA sidewalk construction. The project also includes adjusting any structures in the sidewalks or drive approaches and the exterior sealing of sanitary manholes in the sidewalks or drive approaches. All contractors were allowed a maximum increase of three percent in the their unit prices for the 2024 Program and the 2025 Program, to cover the costs of materials, supplies, fuel and dump charges. A tabulated bid sheet is enclosed for the breakdown of the bid amounts for each program year.



Mr. Dan Marsh 2023-2025 Sidewalk Replacement Program Recommendation of Contract Award July 27, 2023 Page 2

Hennessey Engineers has worked with Royal Cement in other communities on sidewalk construction projects including performing the necessary work as outlined in the contract. We find that Royal Cement is more than capable to complete this three (3) program in the City of Southgate. It is also noted that Royal Cement elected to hold their 2023 Program unit prices for the 2024 Program.

Therefore, based upon the outcome of the bids and past experience, it is our office's recommendation to award the 2023-2025 Sidewalk Replacement Program to Royal Cement of Lincoln Park, Michigan, in the amount of \$639,381.51.

If you have any questions, please do not hesitate to contact me at any time.

Very Truly Yours,

HENNESSEY ENGINEERS, INC

John M. Miller

Project / Construction Manager

un M. Willer

CC:

Honorable Mayor Joseph Kuspa, City of Southgate Honorable City Council Members, City of Southgate Doug Drysdale, Director of Finance, City of Southgate

Kevin Anderson, Director of Public Services, City of Southgate John J. Hennessey, P.E., Vice-President, Hennessey Engineers, Inc.

File B.3

| | CITY OF SOUTHGAIT 2023-2025 SIDEWALK REPLACEMENT PROGRAM | INT PROC | FRAM | Roya | Royal Cement | Great Lak | Great Lakes Contracting Solutions | Q3 Con | Q3 Contracting, Inc. | GV Cemer Co | GV Cement Contracting Company |
|--------|---|----------|-------|-------------------------|------------------------|--------------------------|--------------------------------------|-------------------------|-------------------------|--------------------------|----------------------------------|
| | GENNESSEI PROJECT NO. 13125 | | | 3372 | 3372 Dix Hwy | 2300 E | 2300 Edinburgh | 3966 | 3966 Spruce St. | 20000 DE | 20000 Dix-Toledo Hwy |
| | | | | Lincoln P. | Lincoln Park, MI 48146 | Waterfor | Waterford, MI 48328 | Little Can | Little Canada, MN SS117 | Brownstown | Brownstown Twp, MI 48183 |
| - Jue | | | | 建筑器 | | | | | | | |
| Number | 89503 | Amount | Codt | Unit Price m Figures | Line Total | Unit Price in Figures | Line Total | Unit Price m Figures | Line Total | Unit Price in Figures | Line Total |
| | Category 1 - 2023 Designated Areas of Work | | | | | | | | | | |
| - | Mobilization | 1 | LSUM | 80.00 | \$0.00 | 58,000.00 | \$8,000.00 | \$11,184.00 | \$11.184.00 | \$10,000.00 | C10 000 00 |
| 7 | Traffic Maintenance & Control | 1 | LSUM | \$0.00 | \$0.00 | \$3,200.00 | \$3,200.00 | \$1.319.18 | \$1 319 19 | \$10,000,00 | 310,000.00 |
| 3 | Structure, Adjust | 2 | EACH | \$250.00 | \$590.00 | \$550.00 | \$1.160.00 | \$1.086.21 | C) (11 C) | 2800 00 | 316,000.00 |
| 7 | Structure, Frame & Cover | 2 | EACH | \$250.00 | \$500.00 | 8650.00 | \$1,300.00 | \$2.506.44 | \$5.017.99 | S800 00 | 31,600.00 |
| \$ | Sanitary Structure, External Seal | 2 | EACH | \$500.00 | \$1,000.00 | \$575.00 | \$1 150 00 | \$1 087 78 | 22 304 63 | 2000000 | 51,600.00 |
| 9 | Remove & Replace Concrete Curb & Gutter | 3 | LFT | \$35.00 | \$2.205.00 | \$56.50 | 63 559 50 | 2 2 | 34,173.36 | 200000 | \$1,800.00 |
| 7 | Remove & Replace with 4-inch Concrete Sidewalk | 8000 | SFT | 86.90 | 655 700 00 | 210.00 | 00 000 003 | 57.113 | 34,391.19 | 200.00 | 33,465.00 |
| 00 | Remove & Replace with 6-inch Concrete Sidewalk | 3000 | SFT | \$8.20 | \$24,690.00 | \$11.50 | \$34.500.00 | 21716 | 258,890.00 | \$15.00 | \$120,000.00 |
| 6 | Remove & Replace with 7-inch Concrete Sidewalk | 200 | SFT | \$8.70 | \$1,740.00 | \$12.00 | 82 100 08 | 51 913 | C2 620 90 | 20.012 | 349,000.00 |
| 10 | Remove & Replace with 8-inch Concrete Sidewalk | 200 | SFT | 88.90 | \$1,780.00 | \$12.75 | \$2,550.00 | \$21.88 | 00 375 DO | 218.00 | 53,400,00 |
| = | Remove & Replace with 6-inch Non-Reinforced Concrete Driveway Approach | ş | - | | | | | | | | 93,000,00 |
| 2 | Remove & Replace with 7-inch Non -Reinforced Concrete | 200 | Ski | 58.20 | \$4,100.00 | \$11.50 | \$5,750.00 | \$16.51 | \$8,255.00 | \$16.00 | 58,000.00 |
| 1 | Driveway Approach | 410 | SFT | 58.70 | 53,828.00 | \$12.00 | \$5,280.00 | \$19.23 | 58.461.20 | 817.00 | C7 480 00 |
| 13 | Driveway Approach | 210 | 130 | 98 02 | 00 300 53 | | | 2000000 | | | |
| 2 | Remove & Replace with 7-inch ADA Concrete Sidewalk Ramp & | 1 | 136 | 26.70 | 24,806.00 | \$12.75 | 56,885.00 | \$21.87 | \$11,809.80 | \$18.00 | 59,726.00 |
| | Bernme & Benjace with Tinch Non-Dainforned Comment | 210 | SFT | \$8.60 | \$1,806.00 | \$20.00 | \$4,200.00 | \$61.75 | \$12,967.50 | 822.00 | \$4,620.00 |
| 23 | Pavement | 35 | SYD | \$270.00 | S14 850 B0 | 05183 | 03 61 51 5 | 40253 | 7,000 | | |
| 316 | Remove & Replace with 8-inch Non-Reinforced Concrete Driveway Approach | , | 1 | 00000 | | | 20,000 | 3119.12 | 39,884.60 | 280.00 | \$4,490.00 |
| | Category 2 - 2023 City At Large Work | ę | axo | 2288.00 | \$12,960.00 | 589.50 | \$4,027.50 | \$204.68 | \$9,210.60 | 885.00 | \$3,825.00 |
| - | Mobilization | 1 | 7 | | | | T | | | | |
| , | Total Marie | - | FSCM | 20.00 | 80.00 | 25,000.00 | 55,000.00 | 88,097.48 | \$8,097.48 | \$10,000.00 | \$10,000.00 |
| 1. | Iranic Maintenance & Control | - | TROM | 80.00 | \$0.00 | \$3,500.00 | \$3,500.00 | \$1,319.18 | \$1,319.18 | \$10,000.00 | \$10,000.00 |
| • | Structure, Adjust | 2 | EACH | \$250.00 | \$500.00 | 8550.00 | \$1,100.00 | \$1,086.21 | \$2,172.42 | \$800.00 | \$1,600.00 |
| , | Structure, Frame & Cover | 7 | EACH | \$250.00 | \$500.00 | \$650.00 | \$1,300.00 | \$2,248.48 | 54,496.96 | \$800.00 | \$1,600.00 |
| | Sanitary Structure, External Seat | 7 | EACH | \$500.00 | \$1,000.00 | 8575.00 | \$1,150.00 | S1,087.78 | \$2,175.56 | \$900.00 | \$1,800.00 |
| , | Nemove as Replace Concrete Curb & Cutter | \$ | LFT | \$35.00 | \$1,575.00 | \$57.00 | \$2,565.00 | \$48.85 | \$2,198.25 | \$55.00 | \$2,475.00 |
| | Down & Copiace with +then Copiece Sidewalk | 0007 | SFT | S6.90 | \$27,600.00 | \$10.50 | \$42,000.00 | \$11.08 | \$44,320.00 | \$15.00 | 860,000.00 |
| | Domes & Dark and Courtee Sidewalk | 1200 | N. I. | 58.20 | \$12,300.00 | \$12.00 | \$18,000.00 | \$16.45 | \$24,675.00 | \$16.00 | \$24,000.00 |
| = | Remove & Renders with Sinch Concess Sidness. | 90 5 | i k | 58.70 | 8870.00 | \$12.00 | \$1,200.00 | \$18.82 | \$1,882.00 | S17.00 | \$1,700.00 |
| | Remove & Replace with 6-inch Non-Reinforced Concrete | Ton | 126 | 38.30 | 2890.00 | \$12.75 | \$1,275.00 | \$22.09 | \$2,209.00 | \$18.00 | \$1,800.00 |
| 11 | Driveway Approach | 300 | SFT | \$8.20 | \$2,460.00 | 811.50 | \$3,450,00 | 816.66 | \$4,998.00 | \$16.00 | 21 800 00 |
| 77 | Remove & Keplace with 7-inch Non-Reinforced Concrete Driveway Approach | 300 | FFE | 02.83 | 00 613 53 | 90 213 | 20 000 00 | | | | |
| 2 | Remove & Replace with 8-inch Non-Reinforced Concrete | | | | 2000 | 317.00 | 33,690.00 | 07.618 | 25,760.00 | S17.00 | \$5,100.00 |
| 2 | Bemove & Replace with 7-inch ADA Concrete Sidewalk Ramp & | 200 | SFT | 28.90 | \$1,780.00 | \$12.75 | \$2,550.00 | \$21.83 | \$4,366.00 | \$18.00 | \$3,600.00 |
| = | Detectable Warning Marker | 145 | SFT | \$8.60 | \$1,247.00 | \$20.00 | \$2,900.00 | \$63.88 | 89.262.60 | \$22.00 | \$3 190.00 |
| 15 | Remove & Replace with 7-inch Non-Reinforced Concrete Pavement & Integral Straight Curb | 55 | axs | 8279.00 | 811850 00 | 68450 | 02 17 20 | 1 | 20000 | | |
| ž | Remove & Replace with 8-inch Non-Reinforced Concrete | , | | | | | 200 | 31/7/16 | 39,499.05 | 282.00 | \$4,510.00 |
| | | \$ | QXS | \$288.00 | \$12,960.00 | 289.50 | 54,027.50 | S196.68 | \$8,850.60 | 887.00 | \$3,915.00 |
| | TOTAL 2023 BID AMOUNT | 23 BID A | MOUNT | | \$211,017.00 | | \$266,814,50 | | \$367,682.03 | | 8381,600.00 |
| | I OTAL 2024 BID AMOUNT WITH MAXIMUM 3% INCREASE | M 3% INC | REASE | | \$211,017,00 | | \$274,818.94 | | 5378,712.49 | | \$393,048.00 |
| | 1 OTAL 2025 BID AMOUNT WITH MAXIMUM 3% INCREASE | M 3% INC | REASE | | \$217,347,51 | | \$283,063.50 | | 5390,073.87 | l | \$404,839.44 |
| | GRAND TOTAL 2023-2025 BID AMOUNT | 25 BID A | MOUNT | | \$639,381.51 | | \$824,696.94 | | \$1,136,468.39 | | 51,179,487.44 |

* = Correction in bid calculations determined by HE

JANICE M. FERENCZ City Clerk

CHRISTOPHER P. ROLLET Treasurer



- CITY COUNCIL -

ZOEY KUSPA
Council President
CHRISTIAN GRAZIANI
BILL COLOVOS
KAREN E. GEORGE
PHILLIP J. RAUCH
PRISCILLA AYRES-REISS
GREG KOWALSKY

July 26, 2023

Honorable City Council Members 14400 Dix-Toledo Rd. Southgate, Michigan 48195

Re: Northline Road Improvements (Agnes St. to Fort St.)

Ladies and Gentleman:

Wayne County and Southgate will participate in the Northline Road Improvement Project. The project will include the road surface from Agnes St. to Fort St.

The principal funding sources are Federal Aid and local match. Southgate's share is \$223,737.00 with a working capital advance of 50% or \$111,869.00.

The Administration is recommending Council's favorable consideration and pass the attached resolution approving the intergovernmental agreement between the City of Southgate and Wayne County.

Sincerely

Joseph G. Kuspa

JANICE M. FERENCZ City Clerk

CHRISTOPHER P. ROLLET Treasurer



- CITY COUNCIL -

ZOEY KUSPA
Council President
CHRISTIAN GRAZIANI
BILL COLOVOS
KAREN E. GEORGE
PHILLIP J. RAUCH
PRISCILLA AYRES-REISS
GREG KOWALSKY

MEMORANDUM

TO:

Honorable Mayor and City Council

FROM:

Douglas Drysdale, Assistant City Administrator / Finance Director

DATE:

July 26, 2023

RE:

Recommendation to Approve Intergovernmental Agreement with Wayne

County for Road Improvements to North Line Road from Agnes Street to

West of Fort Street (M-85)

I have reviewed the above agreement with the City Engineers and recommend approval of the intergovernmental agreement with Wayne County for road improvements to North Line Road.

The total budgeted cost for the project is \$2,746,845, of which \$2,241,044 will be funded through federal aid. The remaining amount of \$505,801 will be split between Wayne County (\$282,066) and the City of Southgate (\$223,737).

Southgate is required to pay a working capital advance of 50% of the construction costs, which amounts to \$111,869.00.

Funds are available in the Act 51 Major Street Fund for this project.

Proposed Motion

Approve intergovernmental agreement with Wayne County for Road Improvements to North Line Road, and approve working capital advance payment to Wayne County in the amount of \$111,869.00.

Warren C. Evans County Executive



July 24, 2023

Via Email: clerk at southgateMI.gov jferencz@southgateMI.gov estacy@southgateMI.gov

Janice M. Ferencz, City Clerk Emily Stacy, Deputy City Clerk 14400 Dix-Toledo Rd. Southgate, MI 48195

Please find the attached cost sharing Intergovernmental Agreement (IGA) between the Charter County of Wayne and City of Southgate for the Improvements of North Line Rd from Agnes Street to West of Fort (M-85). If acceptable, please print 3 copies, sign and return with the City Council Resolutions approving the Agreement, plus a check for the working capital Advance of \$111,869.00.

This Agreement will need to be approved by the Wayne County Commission and executed by the County Executive Office. An original fully executed Agreement will be sent to the City when completed.

Should you have further questions please contact me at 313-801-0665 or email ako@waynecounty.com

Sincerely

Alan C. Ko, PE

Assistant Division Director-Engineering

Wayne County Department of Public Services

INTERGOVERNMENTAL AGREEMENT

between

THE COUNTY OF WAYNE

and

THE CITY OF SOUTHGATE

for

Improvements to North Line Road from Agnes Street to West of Fort (M-85)

Wayne County Work Order No. 47161

TABLE OF CONTENTS

| INTRODUCTION3 |
|--|
| PROJECT DESCRIPTION3 |
| ARTICLE 1 DEFINITIONS4 |
| ARTICLE 2 PROJECT COSTS5 |
| ARTICLE 3 TERM OF CONTRACT6 |
| ARTICLE 4 CITY'S RESPONSIBILITIES6 |
| ARTICLE 5 WAYNE COUNTY'S RESPONSIBILITIES6 |
| ARTICLE 6 COST SHARING7 |
| ARTICLE 7 PAYMENT TERMS8 |
| ARTICLE 8 WAIVER9 |
| ARTICLE 9 FORCE MAJEURE9 |
| ARTICLE 10 HOLD HARMLESS9 |
| ARTICLE 11 NOTICE10 |
| ARTICLE 12 TERMINATION10 |
| ARTICLE 13 BINDING EFFECT/INTEGRATION11 |
| SIGNATURES12 |
| EXHIBIT A14 |

INTRODUCTION

THIS AGREEMENT, is made between the County of Wayne, Michigan, a body corporate and Charter county (hereinafter referred to as the "COUNTY") and the City of Southgate, Michigan, a municipal corporation (hereafter referred to as the "CITY").

This Agreement is made for the purpose of fixing the rights and obligations of the parties with respect to the following road improvements on North Line Road, which is a COUNTY road located in the CITY (hereinafter referred to as the "Project"):

PROJECT DESCRIPTION

<u>Part A – Federal Participating Work:</u> Hot mix asphalt cold milling and resurfacing work along North Line Road from Agnes Street to west of Fort (M-85) including concrete pavement repair, concrete sidewalk ramp, permanent signing and pavement marking work; and all together with necessary related work.

<u>Part B – Non-Participating Work:</u> Drainage structure and storm sewer line cleaning and all together with necessary related work.

WHEREAS, North Line Road is under the jurisdiction and control of the COUNTY and is located within the CITY;

WHEREAS, Act 51 of the Public Acts of 1951, as amended, authorizes counties to enter into contracts to perform work on any highway, road, or street within the limits of a county or adjacent thereto, and provides for the joint participation in the cost thereof; and

WHEREAS, the Project will significantly enhance the road system for the citizens of the COUNTY and the CITY; and

WHEREAS, the parties hereto have reached an understanding with each other regarding

the performance of the Project and desire to set forth this understanding in the form of a written Agreement.

NOW THEREFORE, in consideration of the mutual understandings of the parties and in conformity with applicable law, it is agreed:

ARTICLE 1 DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- 1.1 AGREEMENT The written contract between COUNTY and the CITY regarding the Project.
- 1.2 AS-BUILTS (AS-BUILT DRAWINGS) Reproducible Project construction drawings revised to show significant changes made during the construction process; usually based on marked-up prints, drawings and other data.
- 1.3 BID The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Project.
- 1.4 BIDDER Any person, firm or corporation submitting a Bid for the Project.
- 1.5 BIDDING DOCUMENTS The advertisement and invitation to Bid, including approved plans, specifications, addendum, and other documents issued on which the Bid is based.
- 1.6 BONDS Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor.
- 1.7 CHANGE ORDER The written order of the COUNTY, or its duly authorized representative, for changes in or extras to a contract.
- 1.8 CONSTRUCTION ENGINEERING All services necessary to adequately assure that the Project is being constructed in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, contract administration, construction staking, construction inspection and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials plus current COUNTY charges for the overhead, fringes and benefits.
- 1.9 CONSTRUCTION WORK All work performed to construct the Project in

substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Work is to be performed by the responsive qualified low Bidder together with approved subcontractors, COUNTY forces, and/or the third parties that have a relevant interest in the Project. Costs include, but are not limited to, unit prices extended for actual quantities completed, lump sum work, force account work that includes, but is not limited to, direct labor, equipment, materials plus current COUNTY charges for costs directly associated with the Project construction.

- 1.10 ENGINEER The Director of Engineering/County Highway Engineer for Wayne County or his duly appointed representative who is responsible for engineering supervision of preliminary engineering, construction engineering and/or quality control testing aspects of the Project.
- 1.11 PRELIMINARY ENGINEERING All services necessary to adequately prepare plans and specifications for the Project, together with any changes, extras, amendments, addendum, and/or bulletins. Preliminary Engineering services may include, but are not limited to, surveys, soil investigations, design, drafting, reviews, permits, and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials plus current COUNTY charges for overhead, fringes and benefits.
- 1.12 PROJECT COSTS See Article 2.
- 1.13 QUALITY CONTROL TESTING All services necessary to adequately assure that the Project materials are being supplied and/or installed in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, sampling onsite, sampling at the source, onsite testing, laboratory testing and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials together with the current appropriate COUNTY charges for overhead, fringes and benefits.
- 1.14 WORKING CAPITAL ADVANCE A non-interest bearing deposit by the CITY with the COUNTY, which will be used by the COUNTY for Project Costs.

ARTICLE 2 PROJECT COSTS

2.1 As herein used, the term "Project Costs", shall include, but not be limited to, the cost of the Construction Work, Construction Engineering, Quality Control Testing, and/or other

miscellaneous work together with any costs associated with changes, Change Orders, extras, amendments, addenda, and/or bulletins.

2.2 The Parties acknowledge that the construction Bids are subject to Change Orders.

ARTICLE 3 TERM OF CONTRACT

3.1 The effective date of this Agreement is upon approval of the Wayne County Commission and shall terminate on September 30, 2028 at 11:59 p.m.

ARTICLE 4 CITY'S RESPONSIBILITIES

- 4.1 The CITY will provide all information for their utilities (i.e. As-Builts) and perform exposures of those utilities at their cost when required by the Engineer.
- 4.2 The CITY will be solely responsible for the removal and relocation, as required for the Project, of any of its municipal utilities located within the roadway right-of-way throughout the limits of the Project and shall cause such removal and relocation immediately upon notification by the COUNTY.

ARTICLE 5 WAYNE COUNTY'S RESPONSIBILITIES

- 5.1 The COUNTY shall perform all Preliminary Engineering.
- 5.2 The COUNTY shall arrange for the contract bidding, award of the contract and administer the contract.
 - 5.3 The COUNTY shall perform all Construction Engineering.

- 5.4 The COUNTY shall perform the Quality Control Testing of all materials to be incorporated into the Project.
- 5.5 The COUNTY shall appoint an Engineer for the Construction Work for the Project.
- 5.6 The COUNTY shall keep accurate records and accounts of the Project Costs that shall be accessible for inspection and audit by a representative of the CITY.

ARTICLE 6 COST SHARING

- 6.1 The parties hereto acknowledge that the current estimated Project Costs are Two Million Seven Hundred Forty-Six Thousand Eight Hundred Forty-Five Dollars (\$2,746,845), the current estimated Construction Work costs are \$2,430,700 and the current estimated Construction Engineering and Quality Control Testing costs are \$316,145, as set forth in **Exhibit A**, which is based on estimated Project Costs.
- 6.2 The parties hereto acknowledge that Project Costs will be partially funded by federal aid up to 81.85% and that the balance of the Project Costs will be funded by the <u>local share</u> of 18.15%.
- 6.3 The COUNTY shall pay: 1) 50% of the local share of Construction Work cost; 2) 100% of the local share of Construction Engineering and Quality Control Testing cost up to 15% of the total Project Costs, and for that portion of the local share that exceeds 15% of the total Project Costs the COUNTY shall pay 50% of the excess local share of any Construction Engineering and Quality Control Testing.

- 6.4 The CITY shall pay: 1) 50% of the local share of Construction Work cost; 2) 0% of the local share of Construction Engineering and Quality Control Testing cost, and for that portion of the local share that exceeds 15% of the total Project Costs the CITY shall pay 50% of the excess local share of any Construction Engineering and Quality Control Testing.
- 6.5 The parties hereto acknowledge that the Bid for the construction costs may exceed the estimated project construction costs as set forth in this Agreement, and the parties hereto agree to pay their respective portions of the actual Project Costs.
- 6.6 The parties hereto acknowledge that during construction Change Orders may be issued which will affect the final costs. The parties hereto agree to accept the judgment of the Engineer as final.

ARTICLE 7 PAYMENT TERMS

- 7.1 Upon execution of this Agreement by the CITY, the CITY shall provide a Working Capital Advance payment to the COUNTY in the amount of \$111,869, 50% of the CITY'S participation (as found in **Exhibit A** to this Agreement) in the total Project Cost.
- 7.2 The CITY shall make payment of the invoice(s) within thirty (30) days of receipt of the invoice(s).
- 7.3 The final project costs will be used to adjust the monetary value of the CITY's actual share of the Project Costs for the Project.

ARTICLE 8 WAIVER

8.1 The Parties agree that no provision in this Agreement constitutes or acts as a waiver of any governmental immunity the COUNTY, its agencies, officers, employees, agents or elected officials enjoy under applicable statutory or common law.

ARTICLE 9 FORCE MAJEURE

9.1 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

ARTICLE 10 HOLD HARMLESS

- 10.1 Each party to this Agreement shall remain responsible for any claims arising out of its own acts and/or omissions during the performance of this Agreement, as provided by law.
- 10.2 This Agreement is not intended to increase either party's liability for, or immunity from, tort claims.
- 10.3 This Agreement is not intended nor shall it be interpreted as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

ARTICLE 11 NOTICE

11.1 Notification regarding anything in connection with this Agreement shall be sent in writing via first class mail to:

For the COUNTY:

Director of Engineering/County Highway Engineer Wayne County Department of Public Services 400 Monroe Street, 3rd Floor Detroit, MI 48226 Attn.: Sami Khaldi

For the CITY:

Joseph G. Kuspa, Mayor 14400 Dix-Toledo Road Southgate, MI 48195

ARTICLE 12 TERMINATION

- 12.1 The COUNTY may terminate this Agreement without cause at any time, without incurring any liability.
- 12.2 The CITY may terminate this Agreement without cause at any time, without incurring any liability not set forth in this Article 12, by giving written notice to the COUNTY of the termination. The notice must specify the effective date of termination at least 30 days prior to its occurrence, and this Agreement will terminate as if the date specified were the date originally given for the expiration of this Agreement. Termination of this Agreement by the CITY will not

relieve the CITY of its share of the Project Costs incurred up to the date of termination of the Agreement.

12.3 Regardless of the cause for the termination of this Agreement, each party will assist the other in the orderly termination of this Agreement and will participate, in good faith, in all transfers connected with termination, whether of tangibles or intangibles, as will be necessary for the unimpeded continuation of each party's business.

ARTICLE 13 BINDING EFFECT/INTEGRATION

- 13.1 This Agreement, including the Exhibits hereto embodies the entire Agreement and understanding among the parties hereto and supersedes all prior agreements and understandings related to the subject matter thereof. No rights or remedies are or will be acquired by either party, orally, through implication or otherwise, unless set forth herein.
- 13.2 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.
- 13.3 This Agreement is effective only upon approval of the Charter County of Wayne and the CITY as evidenced by the attached Resolutions adopted by the Southgate City Council and the Wayne County Commission, and fully executed by all parties including the Wayne County Chief Executive Officer.

EXHIBIT A North Line / Agnes - Fort (M-85) Part A - Federal Participating Work Part B - Non-Participating Work

| Participation In Estimated CONSTRUCTION WORK | | | |
|--|-----------|--------|-------------|
| Total Estimated CONSTRUCTION WORK Cost | Part A | Part B | Total |
| Estimated Federal Aid | 2,423,000 | 7,700 | 2,430,700 |
| LOCAL SHARE (After Federal Aid) | 1,983,226 | 0 | 1,983,226 |
| LOCAL COMMUNITY Participation | 439,775 | 7,700 | 447,475 |
| City of Southgate | | | |
| COUNTY Participation | 219,887 | 3,850 | 223,737 |
| 3 3 3 Transpation | 219,887 | 3,850 | 223,737 |
| Participation In Estimated CONSTRUCTION ENGINEERING and QUALITY CONTROL TESTING Total Estimated CONSTRUCTION ENGINEERING | | | |
| and QUALITY CONTROL TESTING Cost | 314,990 | 1,155 | 316,145 |
| Estimated Federal Aid | 257,818 | 0 | 257,818 |
| LOCAL SHARE (After Federal Aid) | 57,172 | 1,155 | 58,327 |
| LOCAL COMMUNITY Participation | | | 5 3 4 7 7 7 |
| City of Southgate | 0 | 0 | 0 |
| COUNTY Participation | 57,172 | 1,155 | 58,327 |
| SUMMARY OF COST PARTICIPATION GRAND TOTAL ESTIMATED PROJECT COST Estimated Federal Aid | 2,737,990 | | 2,746,845 |
| LOCAL SHARE (After Federal Aid) | 2,241,044 | | 2,241,044 |
| LOCAL COMMUNITY Participation | 496,946 | 8,855 | 505,801 |
| City of Southgate | 219,887 | 3,850 | 223,737 |
| COUNTY Participation | 277,060 | 5,006 | 282,066 |
| WORKING CAPITAL ADVANCE City of Southgate | 109,944 | 1.925 | 111.869 |
| | . 00,017 | 1,020 | 600,111 |

JANICE M. FERENCZ City Clerk

CHRISTOPHER P. ROLLET Treasurer



- CITY COUNCIL -

ZOEY KUSPA Council President CHRISTIAN GRAZIANI BILL COLOVOS KAREN E. GEORGE PHILLIP J. RAUCH PRISCILLA AYRES-REISS GREG KOWALSKY

Memorandum

To:

Honorable City Council Members

From: Dan Marsh, City Administrator

Date: July 27, 2023

Re:

Architecture and Design Agreement for the Southgate Tower Park and Bridge

Provided in your packets is the Architecture and Design Agreement with Constantine George Pappas Architects for the Southgate Tower Park and Bridge. Constantine George Pappas Architects is the firm working on the Bank Tower Apartments. The agreement has been reviewed by Hennessey Engineers and their review letter with recommendation for approval has also been included in your packets.

If you have any questions please contact me.

PROPOSED MOTION: To approve the Agreement between the City of Southgate and Constantine George Pappas of Royal Oak, MI for the design and architecture of the Southgate Tower Park and Bridge in the amount of \$360,700.



July 26, 2023

Mr. Dan Marsh, City Administrator City of Southgate 14400 Dix-Toledo Highway Southgate, Michigan 48195

Re:

Bank Tower Apartments

Pedestrian Bridge and Park Design Services

Hennessey Project No. 12229

Dear Mr. Marsh:

Wayne County has entered into an agreement with the City of Southgate to provide \$5,000,000.00 in funding for a Pedestrian Bridge over Trenton Road and Park to enhance the redevelopment of Southgate Bank Tower Apartments. This funding includes the design costs for the pedestrian bridge, park and associated amenities.

Utilizing a Quality Based Selection (QBS) process our firm is recommending awarding the design services contract to Constantine George Pappas AIA Architecture/Planning for \$360,700.00. The breakdown of fees are presented in Exhibit A of the attached American Institute of Architects (AIA) contract. These fees are consistent with the budget submitted in the grant application to Wayne County.

The selection of Constantine George Pappas AIA Architecture/Planning will ensure a cohesive and uniform design for the bridge and park areas with the Southgate Bank Tower apartments. They are the Architect of Record for the Bank Tower apartments and therefore have institutional knowledge of the utilities and development.

Therefore, we are recommending approval of the Constantine George Pappas AIA Architecture/Planning contract.

If you have any questions, please do not hesitate to contact me at any time.

Very Truly Yours,

HENNESSEY ENGINEERS, INC

John J. Hennessey, P.E.

Vice President

cc: File B.3



Standard Form of Agreement Between Owner and Architect

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

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

City of Southgate 14400 Dix -Toledo Rd. Southgate, Michigan 48195

and the Architect:
(Name, legal status, address and other information)

Constantine George Pappas AIA Architecture/Planning (CGP) 1025 S. Washington Royal Oak, Michigan 48067

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

Southgate Tower Park and Predestrian Bridge located in Southgate, Michigan

The Owner and Architect agree as follows.

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.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Provide Design and Construction Documents for the development of the Southgate Tower Park located at the base of Southgate Tower Redevelopment Project and Design and Construction Documents for the new Pedestrian Bridge that connects Southgate Tower Park to Kwanis Park (across Trenton Rd.). The entire development, Pedestrian Bridge and Park, shall be based on the concept plan that was submitted and approved by the Wayne County Grant (American Rescue Plan Act of 2021 (ARPA) Funds.

§ 1.1.2 The Project's physical characteristics:

Init.

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The size of the Southgate Tower Park shall be approximately 6.93 acres of land located in Southgate, Michigan. Soil Boring Geotechnical is provided through CGP). Topographical surveys, utility information, and legal descriptions of the location of the Pedestrian Bridge shall be provided by the Owner.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

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The total Project Budget as established by the Wayne County Grant (American Rescue Plan Act of 2021 (ARPA Funds is \$5,000,000.00. The Architect will prepare Budget Estimates at both Schematic Design and Design Development Phases which will allow the City of Southgate and Southgate Tower LLC to determine the allotment of the overall funds available for the Pedestrian Bridge and Southgate Tower Park, including all amenities shown on the Exhibit B. The Cost of the Work additionally includes the compensation of the Architect and its hired Consultants, compensation for the Municipal Consultant (Hennessey Engineering) or contingencies for changes in the Work; or other costs that are the responsibility of the Owner as indicated in Article 6 of the Contract.

- § 1.1.4 The Owner's anticipated design and construction milestone dates:
 - .1 Design phase milestone dates, if any:

Schenatic Design, Design Development, and Construction Document Phase shall be completed by – To Be Determined

.2 Construction commencement date:

Final date to be determined by the Owner, but it is anticipated that Bidding will commence in — To Be Determined.

.3 Substantial Completion date or dates:

As determined by the Owner and the requirements of the Wayne County Grant

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Conventional General Contractor Bid The Project will be issued in two separate Bid Packages e.g. No.1 The Pedestrian Bridge Project, No.2 Southgate Tower Park Project. All Municipal Agencies shall review the Bid Package Documents for approval prior to any Bidding or Construction.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

Init.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204TM—2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

For the Pedestrian Bridge Project:

Mr. Daniel Marsh - City Manager, City of Southgate.

Mr. John Hennessey - Hennessey Engineering - City of Southgate Civil Engineering Consultant.

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For the Southgate Park Project: Southgate Tower LLC. Mr. Alex Begin

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's (List name, address, and other contact information.)

Mr. John Hennessey - Hennessey Engineering

§ 1.1.9 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

> Geotechnical Engineer: .1

> > Geotechnical Report and Soil Borings shall be included in Architect's Fee. Other than those initial services no other Geotecnical Services are included.

.2 Civil Engineer:

Civil Engineering Services shall be by Architect.

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Structural and Landscape Design Services shall be by Architect

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3: (List name, address, and other contact information.)

Mr. Constantine George Pappas FAIA - Constantine George Pappas AIA Architecture/ Planning

Mr. Jason Grossi AIA - Constantine George Pappas AIA Architecture/ Planning

Mr. Evans Caruso - Constantine George Pappas AIA Architecture/

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2: (List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

Structural / Civil Engineer:

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Mr. Willaim Tape, P.E. - Registered in the State of Michigan.

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.2 Mechanical Engineer:

N/A

.3 Electrical Engineer:

Mr. Salim Sessine, P.E M/A Engineering Birmingham, Michigan

Landscape Architect
 Mr. Michael Dul
 Michael J. Dul and Associates, Inc.
 Birmingham, Michigan

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

Init.

§ 1.1.12 Other Initial Information on which the Agreement is based:

The Proposal is based on the Design Services associated with Southgate Tower Park, located in Southgate, Michigan. See attached Exhibit B – Concept Drawing.

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM_2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM_2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM_2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.
- § 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 until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. See attached Certificate of Insurance limits attached to this Agreement Exhibit C.
- § 2.5.1 Commercial General Liability with policy limits of not less than two million (\$ 2,000,000.00) for each occurrence and four million (\$ 4,000,000.00) in the aggregate for bodily injury and property damage. See attached Certificate of Insurance limits attached to this Agreement Exhibit C.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two million (\$2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. See attached Certificate of Insurance limits attached to this Agreement Exhibit C.
- § 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 2.5.4 Workers' Compensation at statutory limits.

Init.

- § 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000.00) each accident, one million (\$ 1,000,000.00) each employee, and one million (\$ 1,000,000.00) policy limit. See attached Certificate of Insurance limits attached to this Agreement Exhibit C.
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000.00) per claim and five million (\$ 5,000,000.00) in the aggregate. See attached Certificate of Insurance limits attached to this Agreement Exhibit C.
- § 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Additional Insurance limits required by the Owner, shall be paid by the Owner for the duration of the time in which the Owner has requested.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

SCOPE OF ARCHITECT'S BASIC SERVICES ARTICLE 3

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or
- § 3.1.1 The Architect shall manage the Architect's services, 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, and shall not be responsible for, the accuracy, completeness, and timeliness 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
- § 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 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, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.
- § 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.
- § 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 Schematic Design Phase Services

- § 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, the proposed procurement and 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
- § 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. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.2.4 Based on the Project 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 Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

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include some combination of study models, perspective sketches, or digital representations. 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 sustainable 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 more advanced sustainable design services as a Supplemental Service under Section 4.1.1.
- § 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.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

- § 3.3.1 Based on the Owner's approval of the Schematic Design 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 Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and 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, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- § 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

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- § 3.4.1 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 and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform 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.
- § 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Bid Documents shall be coordinated with the City of Southgate.
- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) 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.
- § 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
- § 3.4.5 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.

§ 3.5 Procurement Phase Services

§ 3.5.1 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 competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

- § 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
- § 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:
 - facilitating the distribution of Bidding Documents to prospective bidders;
 - .2 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 the 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.
- § 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

- § 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.
- § 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:
 - facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
 - organizing and participating in selection interviews with prospective contractors;
 preparing responses to questions from the prospective contractors;
 - preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
 participating in negotiations with prospective contractors and providing clarifications and
 - .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.
- § 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

- § 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM_2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.
- § 3.6.1.2 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.

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§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, 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.

§ 3.6.2 Evaluations of the Work

- § 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- § 3.6.2.2 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 the 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, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 3.6.2.3 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.
- § 3.6.2.4 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.
- § 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

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- § 3.6.3.1 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, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.
- § 3.6.3.2 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 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.
- § 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

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§ 3.6.4 Submittals

- § 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. 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.
- § 3.6.4.2 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 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
- § 3.6.4.3 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- § 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information 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 the requests for information.
- § 3.6.4.5 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.

§ 3.6.5 Changes in the Work

- § 3.6.5.1 The Architect may order 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 Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
- § 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

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- § 3.6.6.1 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; .2
 - forward to the Owner, for the Owner's review and records, written warranties and related documents .3 required by the Contract Documents and received from 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.

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- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner 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.
- § 3.6.6.3 When Substantial Completion has been achieved, 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.
- § 3.6.6.4 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.
- § 3.6.6.5 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 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental 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. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

| Supplemental Services | Responsibility |
|--|--|
| § 4.1.1.1 Programming | (Architect, Owner, or not provided) Architect and Owner-included in Base Contract |
| § 4.1.1.2 Multiple preliminary designs | 23 contract and Owner-metaded in Base Contract |
| § 4.1.1.3 Measured drawings | N/A |
| § 4.1.1.4 Existing facilities surveys | Owner shall provide topographical and utility survey |
| § 4.1.1.5 Site evaluation and planning | N/A |
| § 4.1.1.6 Building Information Model (BIM) management responsibilities | BIM Services are not included in the Agreement and shall be considered an Additional Service. |
| § 4.1.1.7 Development of Building Information Models for post construction use | BIM Services are not included in this Agreement and shall be considered an Additional Service. |
| § 4.1.1.8 Civil engineering | By Architect |
| § 4.1.1.9 Landscape design | By Architect |
| § 4.1.1.10 Architectural interior design | N/A |
| § 4.1.1.11 Value analysis | |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | |
| § 4.1.1.13 On-site project representation | 12 Site Visits are include in our Base Fee, additional visits, when approved by Owner shall be Invoiced at \$1,000.00/ trip. |
| § 4.1.1.14 Conformed documents for construction | N/A |
| § 4.1.1.15 As-designed record drawings | N/A |
| 4.1.1.16 As-constructed record drawings | By General Contractor |

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| \$ 44147 D | Responsibility (Architect, Owner, or not provided) |
|---|--|
| § 4.1.1.17 Post-occupancy evaluation | N/A |
| § 4.1.1.18 Facility support services | |
| § 4.1.1.19 Tenant-related services | N/A |
| § 4.1.1.20 Architect's coordination of the Owner's | N/A |
| consultants | N/A |
| § 4.1.1.21 Telecommunications/data design | |
| § 4.1.1.22 Security evaluation and planning | N/A |
| § 4.1.1.23 Commissioning | N/A |
| § 4.1.1.24 Sustainable Project Services pursuant to Section | N/A |
| 4.1.3 | N/A |
| 4.1.1.25 Fast-track design services | This Project will include two Bid Packages, one for the Pedestrian Bridge, and one for the Southgate Tower Park. |
| 4.1.1.26 Multiple bid packages4.1.1.27 Historic preservation | This Project will include two Bid Packages, one for the Pedestrian Bridge, and one for the Southgate Tower Park. |
| 44420 The storic preservation | N/A |
| 4.1.1.28 Furniture, furnishings, and equipment design | N/A |
| 4.1.1.29 Other services provided by specialty Consultants | Geotechnical Services shall include |
| 4.1.1.30 Other Supplemental Services | Geotechnical Report and associated Soil Borings N/A |

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204TM_2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.N/A

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services 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 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. Additional Services based on those circumstances outlined herein this Agreement, and approved by the Owner in writing, shall be invoiced on our Standard Hourly Rate as follows:

Architect and Consultant's Standard Hourly Rates

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Structural Engineering Services: \$175.00/ hr. Architectural Services: \$135.00/hr. Landscape Design Services: \$145.00/ hr. Electrical Engineering Services; \$145.00/ hr.

§ 4.2.1 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 Additional Services until the Architect receives the Owner's written authorization:

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 size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method; .2

Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or

editing previously prepared Instruments of Service;

Changing or editing previously prepared Instruments of Service necessitated by official interpretations .3 of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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;

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

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

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

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

Evaluation of the qualifications of entities providing bids or proposals; .9

- Consultation concerning replacement of Work resulting from fire or other cause during construction; .10
- Assistance to the Initial Decision Maker, if other than the Architect. .11

§ 4.2.2 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, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice. .1

Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect:

Responding to the Contractor's requests for information that are not prepared in accordance with the .2 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;

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

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

Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to .5 Instruments of Service resulting therefrom.

§ 4.2.3 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:

one (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the .1 Contractor

2 twelve (12) visits to the site by the Architect during construction

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two (2) inspections for any portion of the Work to determine whether such portion of the Work is .3 substantially complete in accordance with the requirements of the Contract Documents

one (1) inspections for any portion of the Work to determine final completion. .4

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- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.
- § 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, 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.
- § 5.2 The Owner shall establish 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. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until completion. 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 other 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 Architect shall provide as part of this contract Geotechnical Soil Borings only. The Owner shall furnish any additional services required of geotechnical engineers, which may include 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.
- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204TM_2017, Sustainable Projects Exhibit, attached to this Agreement.
- § 5.8 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 the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect 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 and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

- § 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.10 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.
- § 5.11 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.
- § 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- § 5.13 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.
- § 5.14 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.
- § 5.15 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.

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 also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does nelude the compensation of the Architect and hired associated Consultants, compensation for the Municipal Consultant (Hennessey Engineering) the costs of the land, rights-of-way, financing, or 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 shall 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, and 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 recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. 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 requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.
- § 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, 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, quality, 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
 - 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;
 - in consultation with the Architect, revise the Project program, scope, or quality as required to reduce .4
 - implement any other mutually acceptable alternative.
- § 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect 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. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility

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.
- § 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 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 under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. 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 suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, 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
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors 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 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case 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 A201–2017, 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 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 this Agreement. A request for mediation shall be made in writing, delivered to the other party to this 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: (Check the appropriate box.)

| ſ |] | Arbitration pursuant to Section 8.3 of this Agreement |
|---|-----|---|
| [| X] | Litigation in a court of competent jurisdiction |

[X] Litigation in a court of competent jurisdiction

[] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved 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
- § 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 grant 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.
- § 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

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 Owner shall pay the Architect 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

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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 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee,)

.1 Termination Fee:

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 calculated as ten percent (10%) of the value of the services remaining to be performed by the Architect or such other amount as may be mutually agreed to.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

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- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
- § 9.9 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 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. 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 A201–2017, 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, including any payments due to the Architect by the Owner prior to the assignment.

- § 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. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.
- § 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.
- § 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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- § 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
 - .1 Stipulated Sum (Insert amount)

Three Hundred Sixty Thousand Seven Hundred Dollars (\$360,700.00) not including those reimbursable expenses outlined in this Agreement

.2 Percentage Basis
(Insert percentage value)

N/A ()% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

See outlined Architect and Consultant's Hourly Rate Schedule in Section 4.2

§ 11.4 Compensation for Supplemental and 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 none percent (0%), or as follows: Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| - and compensation | one hundred | percent (| 100 | %) |
|--|---------------------------------------|---------------------|----------------|----------------|
| Construction Phase Total Basic Compensation | five ten | percent (| 5 10 | %) %) |
| Schematic Design Phase Design Development Phase Construction Documents Phase Procurement Phase | ten percebnt thirty -five forty | percent (percent (| 10 35 40 | %) %) %) |

- § 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
- § 11.6.1 When compensation is on a percentage basis 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. 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 are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

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Employee or Category

Rate (\$0.00)

Architect and Consultant's Standard Hourly Rates Structural Engineering Services: \$175.00/ hr.

Architectural Services:

\$135.00/ hr.

Landscape Design Services:

\$145.00/ hr.

Electrical Engineering Services; \$145.00/ hr.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows: All Reimbursable Expenses are included in the Architect's Fixed Fee and includes mileage, pronting and reproducible costs for Owner only. The following additional Reimbursable Expenses shall be considered an Additional Expense IF authorized by the Owner in writing:

Transportation and authorized out-of-town travel and subsistence; .1

- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; - Included in Fee
- Permitting and other fees required by authorities having jurisdiction over the Project;

Printing, reproductions, plots, and standard form documents; - Included in Fee

Postage, handling, and delivery; - Included in Fee .5

Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- 8. If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants:
- All taxes levied on professional services and on reimbursable expenses; .9

.10 Site office expenses;

- Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- Other similar Project-related expenditures. .12

§ 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.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Additional Insurance limits required by the Owner, shall be paid by the Owner for the duration of the time in which the Owner has requested. .

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred. N/A

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§ 11.10.2 Progress Payments

§ 11.10.2.1 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 thirty (30) days 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 and one half % 1.5%/ month

§ 11.10.2.2 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.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and 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: (Înclude other terms and conditions applicable to this Agreement.)

N/A

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 the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

AIA Document B101TM_2017, Standard Form Agreement Between Owner and Architect

AIA Document E201TM_2017, General Conditions of the Contract for Construction (See Article .2

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[N/A] AIA Document E204TM—2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Proposal dated May 19,2023 outlining the extent of the Services and Qualifications to the Contract

Exhinit B - Concept Drawing of overall Bridge and Soutgate Tower Park Development Exhibit C- Certificates of Insurance.

.4 Other documents:

Init.

1

(List other documents, if any, forming part of the Agreement.)

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1 Reimbursable Expense Rates for 2023

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

| hitecture/ |
|-------------------|
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| nber, if required |
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Sonstantine George Pappas AIA
Architecture / Planning

1025 S. Washington Ave. Royal Oak, MI 48067

P. 248.629.8998 F. 248.298.3192

- Provide periodic Professional Structural Engineering Construction Observation Services.
- 7. Outline and coordinate the requirements of third party testing agency through completion of the bridge.
- B. Civil Engineering Design and Construction Document Services are based on the Park Design Concept submitted and approved by the Wayne County Commission for the ARPA Grant and will include establishment:
 - 1. Final grading of the entire Park and Landscape Areas, including sculpted landforms, Golf Putting Greens, and tennis/ pickle ball courts.
 - 2. Storm Water Management Design, if required and designed to complete the Final Design Concept.
 - 3. Coordination of pathways with Architect.
 - 4. Provide Civil Engineering Specifications (Book Spec).
 - 5. Provide one (1) final Punch List.
- C. Electrical Engineering Design and Construction Documents will include:
 - 1. Site Lighting Design and Construction Documents for:
 - A. Path walkways Bridge Lighting including architectural lighting design.
 - B. Recreation Courts.
 - C. Golf Putting Green Lighting.
 - D. Limited power access for Maintenance and site power packs scattered around the Park for Vendor hook-up during outdoor events.
 - E. Provide Electrical Engineering Specifications (Book Specifications)
 - F. Provide one (1) final Punch List.
- D. Landscape Design Services based on the submitted Park Concept for Southgate Tower Park. This concept was submitted as part of the documents used to obtain the Wayne County Grant (American Rescue Plan Act of 2021 (ARPA) Funds). Landscape Design and Construction Document Services will include:
 - 1. Review and evaluate condition of all existing plant material to remain and provide a Landscape Tree Survey identifying tree type, condition, expected life cycle, and comment on whether it should be retained.
 - 2. Selection of, and the details required for the installation of Landscape Material only.
 - 3, Notes defining Irrigation Design System shall be provided on a Design / Build Basis based on the placement of Landscape Materials during Schematic Design.
 - 4. Tag and select appropriate Landscape material at Nursery.

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5. Provide Landscape Project Specifications (Book Specifications).

- 6. Provide one (1) Site Visitation during construction and installation of plant material.
- 7. Provide one (1) Final Punch List.

E. Architectural Design and Construction Document Services will include:

- 1. The Design and Construction Documents of all recreation courts.
- 2. The Design and Construction Documents of all and any screening.
- 3. The Design and Construction Documents of all pathways.
- 4. The selection of all Landscape Furnishings.
- 5. The Design and Construction Documents of an on-site Pavilion.
- 6. The Design of the Park way-finding signage.
- 7. Provide Project Specifications (Book Specifications).
- 8. Provide a total of twelve (12) site visitations.
- 9. Coordinate all Architectural, Engineering, and Landscape Design into one Bid Package needed for a Building Permit and Bidding.
- 10. Project Procurement. Assist the Construction Manager during the Bidding Phase.
- 11. Review of the Contractor's Certificate of Payments during the construction process.
- 12. Final Punch List.

F. Geotechnical Services

Provide associated Soil Borings and Geotechnical Report only.

Base Fixed Fee Architectural/ Engineering Fees

Architectural/ Engineering Consulting Services for Schematic Design, Design Development, and Construction Document Services our fee shall be a fixed fee of Three Hundred Sixty Thousand Seven Hundred Dollars (\$360,700.00). This fee includes Architectural, Structural Engineering, Civil Engineering, Electrical Engineering, Landscape Design, and Geotechnical Services.

Reimbursable Expenses

Reimbursable Expenses such as prints, copies, mileage, etc. are included in this Base Fixed Fee. See those Reimbursable expenses that are considered Additional Services authorized by the Owner in writing.

Insurance Policy Limits

See attached Certificate of Insurances outlining the limits of our policy Insurance Coverages.

Constantine George Parras AIA

Architecture / Planning

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P. 248.629.8998 F. 248.298.3192

Standard Hourly Rates

For Owner authorized Additional changes to the Scope of Work, the following hourly rates shall apply for the duration of the Project:

| Structural Engineering Services: | \$175.00/ hr. |
|----------------------------------|---------------|
| Architectural Services: | \$135.00/ hr. |
| Landscape Design Services: | \$145.00/ hr. |
| Electrical Engineering Services: | \$145.00/ hr. |

Breakdown of Compensation of Basic Services Percentages

| Schematic Design Phase | |
|--|------------|
| Design Development Phase | 10% |
| Construction of the control of the c | 35% |
| Construction Development Phase | 40% |
| Procurement/ Bidding Phase | 5% |
| Construction Administration Phase | |
| Total | <u>10%</u> |
| rotar | 100% |

Qualifications to the Proposal

- 1. Invoices shall be due 30 days after the date of each invoice.
- 2. Computer Images of the Park, if requested by the Owner, shall be \$1,800.00/ image. Additional Services for Presentation material, if requested, shall be Invoiced at our Standard Hourly Rate of \$135.00/ hr.
- 3. Computer Animation of the Park and Bridge Development Design shall be a fixed \$10,000.00 for a 60 to 90 second walkthrough. This is service is NOT INCLUDED in our Base Fee.
- 4. While a total of twelve (12) Construction onsite meetings are included in our Proposal, additional Site Visits shall be invoiced at \$1,000.00 per trip and must be authorized by the Owner in writing.
- 5. Changes to the Scope of Work OR Construction Documents shall be based on our Standard Hourly rate of \$135.00/ hr. This includes any Value Engineering Cost Savings documentation.
- 6. Onsite Structural Observation Services <u>does not</u> include full time supervision of work and if requested by Owner, shall be invoiced at an hourly rate of \$175.00/ hr.
- 7. Governmental Permits and Fees are not included in our Base Fees.
- 8. Owner shall provide a topographical / boundary survey of the subject parcel where the location of the Pedestrian Bridge shall be.
- 9. No BIM (Building Information Systems) are provided in this Proposal.
- 10. The final contract form shall be AIA Document B101 Standard Agreement Between Owner and Architect or an AIA Document similar in nature for the Architectural/ Engineering Scope of Work.

Gonstantine George Pappas AIA

Architecture / Planning

1025 S. Washington Ave. Royal Oak. MI 48067

P. 248.629.8998 F. 248.298.3192

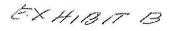
We trust our Proposal meets your approval and look forward to assisting the City of Southgate in the development of Southgate Tower Park and Pedestrian Bridge.

Sincerely,

Constantine George Pappas FAIA

Constantine George Pappas AIA Architecture/ Planning

page 57





The Alan Group, Inc.

Project: Trenton Road Pedistrian Bridge Budget

Location: Southgate, MI

Date: 11/18/2022 Square Footage: N/A

Estimator: James Ratliff

Start Date:

TBD

Completion:

TBD

Duration (Weeks):

| Div/Sec | Tendello | Duratio | n (Weeks): 34.6 | | |
|--|--|---|--|---------------|--|
| 01-450 | Trade Activity Testing & Inspection | | | - | |
| 01-710 | Engineering & Layout | | | - | Total |
| 31-000 | Earthwork | | | \$ | THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS O |
| 32-120 | Asphalt Paving | | | | |
| 32-130 | Concrete Paving | | | Φ | 01,14 |
| 32-900 | | | | <u></u> | N/ |
| 33-000 | Landscaping | | | \$ | |
| 03-310 | Underground Utilities | | | \$ | U, "+ U |
| 03-320 | Concrete Foundations & Structure | | | | N/ |
| 05-000 | Concrete Flatwork | | | \$ | |
| 07-100 | Structural & Misc Steel | | | \$ | 23,16 |
| 07-100 | Waterproofing & Joint Sealants | | | \$ | 496,60 |
| West of the second seco | Metal Roof & Siding | | | \$ | 23,55 |
| 07-950 | Expansion Control | | HARMON AND THE PARTY OF THE PAR | | N/A |
| 09-670 | Floor Coatings | | | \$ | 8,44° |
| 09-900 | Painting / Staining | | | | N/A |
| 10-140 | Signage | *************************************** | | \$ | 61,228 |
| 14-200 | Elevators & Lifts | | | | By Others |
| 22-000 | Plumbing | | | | N/A |
| 26-000 | Electrical | | | | N/A |
| 27-000 | Data / Sound / AV | | | \$ | 139,940 |
| | | | | | N/A |
| 14 050 | | | Sub Total I | \$ | 1,449,501 |
| 01-050 01-055 | Gen Conditions | | | | |
| 71-005 | Project Staff | | | \$ \$ | 38,798 126,796 |
| | | | Sub Total II | | |
| *** | Product O. V | | oub rotarn | \$ | 1,615,095 |
| | Budget Contingency | 10.0% | | \$ | 161,509 |
| | Construction Contingency | 5.0% | | \$ | 80,755 |
| | Permit Fee Allowance | | | \$ | |
| | General Liability Insurance | 0.6% | | \$ | 20,000 |
| | Builders Risk | | | Ф | 10,295 |
| | | | | | Not Included |
| Marketta and the same of the same | | Sub Total III (I | , II and Above) | \$ | 1,887,654 |
| | Management Fee | | | ym yn i dig | |
| | maragement ree | 2.75% | | \$ | 51,910 |
| | | | | | |
| | | | Total Proposal | <u> </u> | 1 030 564 |
| | The Artist of the Control of the Con | | - Juli Tupusai | Ψ | 1,333,304 |
| | | | | | |
| | | | | ***** | ALCOHOLD PROPERTY. |
| | | Other Coul | | nt-remeasure. | |

| (pathateness |
|--------------------------|
| Other Cost |
| Payment/Performance Bond |
| |

Project Total \$ 1,939,564

Excluded

jason@designstudiogg.com

From:

James Ratliff <jratliff@thealangroup.com>

Sent:

November 18, 2022 10:24 AM

To:

Jason Grossi; Evans Caruso

Cc:

Richard Scheck

Subject:

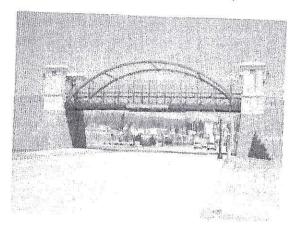
Trenton Road Pedestrian Bridge

Attachments:

Budget Worksheet - Trenton Road Bridge 11-18-22.pdf

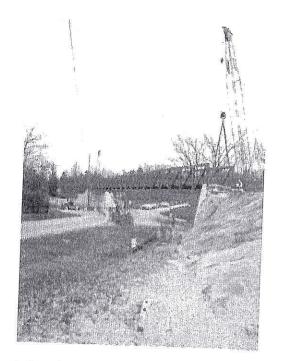
Jason and Evans – attached is the ROM budget for a pedestrian bridge at Trenton Road. I have not done detailed qualifications as it is high level concept still. Cliffs Notes are below though:

- Ramping similar to Jasons sketch
- Ramps are cast in place columns / ramp sections
- Span is similar to image below \downarrow



- I did *NOT* include the fancy abutments as shown above. Span figured landing on the cast in place structure.
- No elevators or structure included
- Allowance for small electrical service for lighting on bridge included.
- No lighting on ramps figured
- Ramps include galvanized guardrail
- Vertical concrete structure stained
- No site utility work included
- No alterations to Trenton Road included
- Walks included for run out from ramps only, no significant walks to park or other figured
- Landscape restoration only

You can save about \$100,000 +/- by going with a simpler span like this one ψ



Let me know if you have any questions.

Thanks!



iralliff@theatangroup.com





CORD

CONSGEO-01

LFRITCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on Professional Underwriters, Inc. 39475 13 Mile Road, Sulte 106 Novi, Mi 48377 CONTACT Leah R. Fritch PHONE (A/C; No, Ext): (248) 553-8300 104 FAX (A/C, No): (248) 553-8305 E-MAIL ADDRESS: Ifritch@profunderwriters.com

INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Valley Forge Insurance Co INSURED 20508 INSURER B : Hartford Fire Insurance Co. Constantine George Pappas AIA Architecture/Planning 19682 INSURER C: 1025 S Washington Royal Oak, MI 48067 INSURER D: INSURER E COVERAGES INSURER F : **CERTIFICATE NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSR LTR POLICY NUMBER POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) COMMERCIAL GENERAL LIABILITY LIMITS CLAIMS-MADE EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) OCCUR MED EXP (Any one person) GEN'L AGGREGATE LIMIT APPLIES PER: PERSONAL & ADV INJURY POLICY PRO GENERAL AGGREGATE LOC OTHER: PRODUCTS - COMP/OP AGG AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) ANY AUTO OWNED AUTOS ONLY SCHEDULED BODILY INJURY (Per person) AUTOS ONI Y BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PERMASSAGA S UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE EACH OCCURRENCE \$ DED RETENTIONS AGGREGATE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) 6025390547 10/14/2022 10/14/2023 NIA 1,000,000 E.L. EACH ACCIDENT If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ Professional Liabili 1,000,000 35 OH 0506024-23 E.L. DISEASE - POLICY LIMIT 3/15/2023 3/15/2025 Per Claim Claims Made Basis 2,000,000 35 OH 0506024-23 3/15/2023 3/15/2025 Aggregate 5,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: Southgate Tower Park

| CERTIFICATE HOLDER | |
|--------------------|--|
| | CANCELLATION |
| City of Southgate | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| 1 | AUTHORIZED REPRESENTATIVE |
| CORD 25 (2016/03) | Just area Champing |





CONSGEO-02

DMORGAN

CERTIFICATE OF LIABILITY INSURANCE

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the police

| this certificate does not confer rights to the certificate holder in lieu of the certificate holder in lieu | CONTACT Debbie Morgan NAME: PHONE (A/C, No, Ext): (248) 539-3003 E-MAIL ADDRESS: debbie@hblinsurance.com | |
|---|--|--------|
| NSURED | INSURER(S) AFFORDING COVERAGE INSURER A: Frankenmuth Mutual Insurance Company | NAIC # |
| Constantine George Pappas AIA Architect/Planning Inc. | MOOKER B: | 19906 |
| 1025 S Washington Ave Royal Oak, MI 48067 | INSURER C: | |
| 110yar Oak, WI 48067 | INSURER D: | |
| | INSURER E : | |
| OVERAGES CERTIFICATE NUMBER: | INSURER F; | |

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| NSR LTR | CLUSIONS AND CONDITIONS OF SUCI | ADDL INSD | TAIN, THE INSURANCE AFFOR CIES. LIMITS SHOWN MAY HAVI SUBRI | BEEN REDUCED BY | PAID CLAIMS | R DOCUMENT WITH RESI BED HEREIN IS SUBJECT | TO ALL | THE TERMS, |
|------------|--|--------------|---|-----------------|--|---|-----------|---|
| ^ | A COMMERCIAL GENERAL LIABILITY | IIVSID | WVD POLICY NUMBER | | POLICY EXP (MM/DD/YYYY) | | ITS | *************************************** |
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| ŀ | | . | | 91112022 | 9/7/2023 | DAMAGE TO RENTED PREMISES (Ea occurrence) | s | 500,00 |
| t | GENN ACCORDANGE | .] [| | | | MED EXP (Any one person) | \$ | 5,00 |
| t | X POLICY PRO- LOC | | | | | PERSONAL & ADV INJURY | \$ | 2,000,00 |
| r | OTHER: | 1 1 | | | | GENERAL AGGREGATE | \$ | 4,000,00 |
| A | AUTOMOBILE LIABILITY | | | 1 | | PRODUCTS - COMP/OP AGG | * | 4,000,00 |
| | ANY AUTO | | | | | COMBINED SINGLE LIMIT | \$ | |
| - | OWNED SCHEDULED AUTOS ONLY AUTOS | | 6703217 | 9/7/2022 | 10-10-10-10-10-10-10-10-10-10-10-10-10-1 | (Ea accident) | \$ | 2,000,000 |
| | V Lupen | | | UTTZUZZ | | BODILY INJURY (Per person) | s | |
| Γ | AUTOS ONLY X NON-OWNED | | | | - | BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) | \$ | |
|) | X UMBRELLA LIAB X OCCUR | | | | - | (Per accident) | \$ | |
| | EXCESS LIAB CLAIMS-MADE | | 6747440 | | | - A CA L | \$ | |
| | DED X RETENTIONS 10,000 | | 6717149 | 9/7/2022 | 9/7/2023 | EACH OCCURRENCE | \$ | 5,000,000 |
| W | ORKERS COMPENSATION ND EMPLOYERS' LIABILITY | | | | | AGGREGATE | \$ | 5,000,000 |
| AN | IY PROPRIETOR/PARTNER TYPE | | | | | PER STATUTE OTH- | 5 | |
| (M | IY PROPRIETOR/PARTNER/EXECUTIVE Y/N FIGER/MEMBER EXCLUDED? | N/A | | | - | - In the second | | |
| DE | es, describe under SCRIPTION OF OPERATIONS below | | | | 1 | | \$ | |
| | S.E. SATIONS DOW | | | | | L. DISEASE - EA EMPLOYEE | | |
| | | | | | I Fa | L. DISEASE - POLICY LIMIT | <u>\$</u> | |
| | AL . | | | | | 1 | | |
| CRIP | TION OF OPERATIONS / LOCATIONS / VEHICLE Southgate Tower Park | | | | | | | ļ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Southgate Tower Park

| CERTIFICATE HOLDER | CANCELLATION |
|---|--|
| City of Southgate 14400 Dix Toledo Rd Southgate, MI 48195 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |
| | me let |

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