

**First Amendment  
to  
Program Management And Architectural Services Agreement**

This **FIRST AMENDMENT TO PROGRAM MANAGEMENT AND ARCHITECTURAL SERVICES AGREEMENT** (this "Amendment") is made and entered into as of the 8 day of August, 2011, by and between **CHARTER COUNTY OF WAYNE, MICHIGAN, BUILDING AUTHORITY**, created pursuant to the provisions of the State of Michigan Public Act No. 31, Extra Session of 1948, and whose address is 500 Griswold Street, 21st Floor, Detroit, Michigan, 48226 ("Authority") and **AECOM SERVICES OF MICHIGAN, INC.**, a Michigan Corporation, whose address is 500 Griswold Street, 26th Floor, Detroit, Michigan, 48225 ("Program Manager/Architect"). The Authority and Program Manager/Architect are together referred to as the "Parties".

WHEREAS, the Program Management and Architectural Services Agreement, having cover page entitled Owner/Architect Agreement, with Effective Date of August 1, 2010 between the Authority and the Program Manager/Architect (the "Agreement") for services in conjunction with the Wayne County Justice Center, also known as the Wayne County Consolidated Jail Facility (the "Project"), permits the Parties to amend the Agreement through a mutually agreed upon written amendment by the Parties; and

WHEREAS, the Parties have so agreed to modify the Agreement, including to the Scope of Services for the Project, related to the following items more particularly described in the body of this Amendment:

- a. **Clarification of Bid Packages included in the Basic Service vs. Contingent Additional Services by the addition of Article 2.4.3 of the Agreement to identify early/separate bid packages included in Basic Services;**
- b. **Revision to Article 5 of the Agreement to change the Project delivery mode to a Fixed Limit of Construction Cost mode to incorporate an agreed to Fixed Limit of Construction Cost under a new Article 5.2.6, by which the Program Manager/Architect will be bound under the Agreement and the Contractor (also known as the Construction Manager at Risk (CMAR), as described herein) will be bound under the Contract Documents;**
- c. **Revision to Article 11.1.1 of the Agreement to add professional fees related to the inclusion of City of Detroit Central Processing Center;**

- d. **Revision of Article 11.1.2 of the Agreement related to Basic Services and Program Management Services; addition of professional fees related to the inclusion of City of Detroit Central Processing Center; and, revision of the method of payment from cost plus hourly to percentage complete by major task;**
- e. **Revision of Article 11.3 of the Agreement to revise Consultant Allowances including deletion of Owner's Representative from Project Scope;**
- f. **Revisions to Definitions in Agreement;**
- g. **Revisions to Exhibit C, Pricing; deletion of Exhibit D, Prime Contract; and, revision to Exhibit E, Project;**
- h. **Invoicing for City of Detroit Central Processing Center; and,**
- i. **Addition to Article 12.4.1G relating to Outreach Consultant.**

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Addition of Contingent Additional Services; early bid packages included in Basic Services**

A new Article 2.4.3 is added to the Agreement as follows:

2.4.3 Basic Services shall include the preparation of the following early bid packages:

- Site Preparation/Bulk Excavation
- Foundations/Site Civil
- Building Superstructure & Precast Cell Modules

Basic Services will also include the preparation of the following separate bid packages concurrent with the completion of Construction Documents Phase:

- Building Systems (Mechanical & Electrical)
- Security Systems/Detention Equipment
- Building Enclosure & Interior Construction

The preparation of documents for additional alternate, separate or sequential bids required by the selected CMAR to facilitate the construction schedule or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase beyond these packages are not included herein and shall be compensated as an Additional Service as outlined in Article 3.2.7.

## **2. Fixed Limit of Construction Cost**

Article 5.2.2 is deleted in its entirety and replaced with the following:

5.2.2 A fixed limit of Construction Cost ("Fixed Limit of Construction Cost") is established in Article 5.2.6 as a condition of this Agreement. Subject to the written approval by Owner, Program Manager/Architect shall include contingencies for design, bidding and price escalation, and the types of materials, equipment, component systems, and construction methods which are to be included in the Contract Documents to arrive at the Construction Cost within the Fixed Limit of Construction Cost.

Article 5.2.6 is added as follows:

5.2.6 Fixed Limit of Construction Cost – In accordance with the provisions of 5.2.2, effective as of the date of this Amendment, the Authority and the Program Manager/Architect agree to a Fixed Limit of Construction Cost for the Project of Two Hundred Twenty Five Million (\$225,000,000) Dollars which includes Five Million (\$5,000,000) Dollars for Early Site Preparation and Two Hundred Twenty Million (\$220,000,000) Dollars for the rest of the Project. The Parties intend that the Fixed Limit of Construction Cost is the Construction Cost of the entire Project, including the City of Detroit Central Processing Center, and the term "Construction Cost" in the Agreement shall have the same meaning as the Fixed Limit of Construction Cost defined in this Amendment. Should the City of Detroit Central Processing Center be withdrawn or otherwise be excluded from the Project, the Fixed Limit of Construction Cost will be reduced accordingly.

Should the Fixed Limit of Construction Cost be exceeded or is anticipated to be exceeded, the responsibilities of the Program Manager/Architect and Authority are as identified in 5.2.3, 5.2.4, and 5.2.5 together with the responsibilities described in this Amendment.

Notwithstanding any statement in any other agreement to the contrary, the Program Manager/Architect acknowledges that the CMAR will rely on the Program Manager/Architect's design to develop the Initial Guaranteed Maximum Price for the Project and the Program Manager/Architect agrees that it will prepare a design that permits the CMAR to construct the Project at or below the Initial Guaranteed Maximum Price and at or below the Fixed Limit of Construction Cost, including any and all escalation costs. The Program Manager/Architect shall at its sole cost and expense make all necessary changes to its design to permit the Initial Guaranteed Maximum Price for the Project to be equal to or less than the Fixed Limit of Construction Cost but without revising the Project scope, functionality of the Project, or the Authority's Program, unless the Authority provides its separate written approval to Program Manager/Architect to revise the Project scope, functionality of the Project or the Authority's Program. The Authority shall cooperate with the Program Manager/Architect to allow the Initial Guaranteed Price to be equal to or less than the Fixed Limit of Construction Cost but is not obligated to revise the Project scope, functionality of the Project of the Authority's Program.

Notwithstanding these provisions, it is also agreed that the Program Manager/Architect may rely on the Initial Guaranteed Maximum Price provided by the CMAR in the Guaranteed Maximum Price Construction Management Agreement. If the CMAR is unable or appears to be unable to complete the Project within the Initial Guaranteed Maximum Price, the Program Manager/Architect is not responsible for such amounts above the Initial Guaranteed Maximum Price unless and to the extent that the excess amounts are the result of a negligent act, error or omission in the performance by the Program Manager/Architect of its obligations under the Agreement. Further, it is agreed that market conditions beyond the control of the Program Manager/Architect that result in any increase in Project Costs will also relieve the Program Manager/Architect for Construction Costs above the Initial Guaranteed Maximum Price under this Article 5 for such an increase.

### **3. CMAR Delivery**

Article 5.2.7 is added as follows:

5.2.7 CMAR Delivery – While this Agreement contemplates traditional design-bid-build-delivery, the Authority, at its option, may employ alternative delivery scenarios. The Program Manager/Architect will work cooperatively with the CMAR to develop an Initial Guaranteed Maximum Price and then work cooperatively to move forward with construction on a fast-track multi-package basis. If the Initial Guaranteed Maximum Price exceeds the Fixed Limit of

Construction Cost, the Authority, at its option, may elect to return to design-bid-build-delivery as a single project or continue on a multiple package basis.

**4. Basis of Compensation for Architectural & Engineering Services; inclusion of professional services related to increase in scope to include City of Detroit Central Processing Center.**

Article 11.1.1 of the Agreement is deleted in its entirety and replaced with the following:

11.1.1 For Architectural and Engineering Services as described in Article 2 and Exhibit A, and any other services included in Article 12 as part of Basic Services, Authority will pay Program Manager/Architect a fixed fee of Thirteen Million Four Hundred Sixty Three Thousand Five Hundred and Fifty Five (\$13,463,555) Dollars for Basic Services and an additional One Million Eighty Nine Thousand Five Hundred Twenty (\$1,089,520) Dollars for added scope related to incorporating City of Detroit Central Processing Center for a total of Fourteen Million Five Hundred Thirty Three Thousand Seventy Five (\$14,553,075) Dollars. If the City of Detroit Central Processing Center is deleted from the scope after the Design Development phase is completed, Program Manager/Architect shall be entitled to additional amounts for services to revise the documents to eliminate City of Detroit Central Processing Center and related housing in an amount not to exceed \$150,000. Progress payments will be made on a monthly basis on a percentage complete basis according to the following schedule:

	Base	City of Detroit	
Task	Scope	Central Processing	TOTAL
Phase A Programming and Schematic Design	\$ 1,766,430	\$ 163,428	\$ 1,929,858
Phase B Design Development	\$ 2,924,282	\$ 217,904	\$ 3,142,186
Phase C Construction Documents	\$ 5,848,562	\$ 435,808	\$ 6,284,370
Phase D Bidding	\$ 584,856	\$ 54,476	\$ 639,332
Phase E Administration of Construction Contract	\$ 2,339,425	\$ 217,904	\$ 2,557,329
<b>TOTAL</b>	<b>\$ 13,463,555</b>	<b>\$ 1,089,520</b>	<b>\$ 14,553,075</b>

If the City of Detroit Central Processing Center is deleted from the scope, the Authority shall only be responsible for the Architectural and Engineering Services relating to the City of Detroit Central Processing Center which were completed by Program Manager/Architect on the date that it is deleted plus agreed to redesign costs as outlined above, not to exceed \$150,000. Deletion shall occur through written notice by the Authority to Program Manager/Architect.

**5. Program Management Services; total amount of compensation for Program Management; additional costs related to the addition of the City of Detroit Central Processing Center; revision to the progress payment schedule from a cost plus hourly basis to a percentage complete basis by major task.**

Article 11.1.2 is deleted in its entirety and replaced with the following:

11.1.2 For Program Management Services as described in Article 2 and Exhibit A, any other services included in Article 12 as part of Program Management Services, Authority will pay Program Manager/Architect a not-to exceed fee of Eight Million Five Hundred Eight Four Thousand Seven Hundred Seventeen (\$8,584,717) Dollars for Program Management Services, plus an additional Six Hundred Eighty Thousand Nine Hundred Fifty (\$680,950) Dollars for City of Detroit Central Processing Center for a total amount of Nine Million Two Hundred Sixty Five Thousand Six Hundred Sixty Seven (\$9,265,667) Dollars. Progress Payments will be made on a monthly basis on a percentage of services complete basis according to the following schedule:

Task	Base Scope	City of Detroit Central Processing	TOTAL
A.1 Planning, Management Systems, Project Controls	\$ 1,201,860	\$ 95,333	\$ 1,297,193
A.2 Cost Control	\$ 858,470	\$ 68,095	\$ 926,565
A.3 Scheduling	\$ 429,235	\$ 34,048	\$ 463,283
A.4 Quality & Standards	\$ 686,780	\$ 54,476	\$ 741,256
B.1 Project Management Plans	\$ 429,235	\$ 34,048	\$ 463,283
B.2 Consultant Selection	\$ 429,235	\$ 34,048	\$ 463,283
B.3 Contract Administration - Negotiation/Administration	\$ 686,775	\$ 54,476	\$ 741,251
B.4 Contract Administration – Advertise/Prep of Bid Documents	\$ 257,540	\$ 20,428	\$ 277,968
B.5 Contract Administration – Monitoring and Estimating D&C	\$ 686,775	\$ 54,476	\$ 741,251
B.6 Field Services	\$ 2,146,180	\$ 170,237	\$ 2,316,417
B.7 Post Substantial Completion – Start-up, Warranty	\$ 171,695	\$ 13,619	\$ 185,314
C.1 Meetings, Presentations, etc.	\$ 600,937	\$ 47,666	\$ 648,603
<b>TOTAL</b>	<b>\$ 8,584,717</b>	<b>\$ 680,950</b>	<b>\$ 9,265,667</b>

If the City of Detroit Central Processing Center is deleted from the scope, the Authority shall only be responsible for the Program Management Services relating to the City of Detroit Central Processing Center which were completed by Program Manager/Architect on the date that it is deleted. Deletion shall occur through written notice by the Authority to Program Manager/Architect.

Article 11.1.3 is deleted in its entirety and replaced with the following:

11.1.3 Program Manager/Architect agrees that the amounts identified in Articles 11.1.1 and 11.1.2, as stated above, represent adequate and sufficient consideration for its provision of professional services (including those of its consulting structural, mechanical, and electrical engineers and any other consultants retained by Program Manager/Architect) necessary to completely design the Project and prepare the documents that are necessary to fully indicate the requirements for construction, whether or not those services are individually expressed in this Agreement, the only exceptions to this being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being the "Owner's responsibility" or are "Owner-provided"; (2) the cost of those engineering or consulting services that become necessary as a result of a change in Project scope affecting the Program Manager/Architect and that are the subject of a written agreement between the Owner and Program Manager/Architect; and (3) Consultant Allowances.

## **6. Consultant Allowances.**

Article 11.3 is deleted in its entirety and replaced with the following.

11.3 *Consultant Allowances for Specialized Services.* In addition to the services and costs identified in Articles 11.1.1 and 11.1.2, the following allowances are established for Specialized Services. Costs will be invoiced to the Authority at actual cost plus 10% and may vary within the total amount established. Allowances are also subject to adjustment based on final costs and may vary by line item within the total budgeted amount. The amount budgeted for Specialized Services, including contingent additional services may only be expended upon approval of the Owner's Representative. The selection of all Consultants is subject to approval of the Authority.

## **Specialized Services**

	<b>Original</b>	<b>Revised</b>
	<b>Allowance</b>	<b>Allowance</b>
11.3.1 Owners Representative	\$ 2,002,500	\$ -
11.3.2 IT Consultant	\$ 200,000	\$ 150,000
11.3.3 E Project Management System	\$ 120,000	\$ 75,000
11.3.4 Site Survey (Base)	\$ 35,000	\$ 23,000
11.3.5 Traffic Consultant	\$ 25,000	\$ 20,000
11.3.6 Hazardous Materials (Base)	\$ 115,000	\$ 76,000
11.3.7 Geotechnical (Base)	\$ 90,000	\$ 65,000
11.3.8 Expanded Site Survey (Clinton St & Frank Murphy)	\$ -	\$ 15,000
11.3.9 Test Pits – Clinton Street	\$ -	\$ 60,000
11.3.10 Environmental Monitoring Site Remediation	\$ -	\$ 75,000
11.3.11 Geotechnical Monitoring Site Remediation/Backfill	\$ -	\$ 130,000
11.3.12 Utility Relocation	\$ -	\$ 130,000
11.3.13 Contingent Services	\$ -	\$ 350,000
<b>TOTAL</b>	<b>\$ 2,587,500</b>	<b>\$ 1,169,000</b>

## 7. Definitions

The following sentence shall be added to the end of Item 23 of "Definitions":

The Owner's Representative agreement is terminated for convenience effective May, 2011, at which time the Owner's Representative entered into a separate contract with Authority. The Authority shall, as allowed by law, indemnify, defend and hold harmless Program Manager/Architect and its subconsultants for any and all claims, damages and losses arising out of the Owner's Representatives performance of its services.

The following definitions are added to the "Definitions" portion of the Agreement:

"City of Detroit Central Processing Center" - The portion of the Project meant to house City of Detroit detainees in accordance with an Intergovernmental Agreement between the City of Detroit and Wayne County, which has yet to be agreed upon, which includes a police processing area, housing capacity for 192 beds and an area designed for operation by the Wayne County Sheriff's Department with provisions to allow the City of Detroit to operate it at some later date.



"Early Site Preparation" shall mean site fencing, utility relocation, earthwork (bulk excavation and remediation of site to depth recommended by environmental report) and placement of engineered backfill.

"Initial Guaranteed Maximum Price" shall have the same meaning as the "Initial GMP" as defined in the Guaranteed Maximum Price Construction Management Agreement.

The following modifications are made to the "Definitions" portion of the Agreement:

The term "Consultant" shall include the definition of the term "Sub-Consultant".

The term "Contractor" shall also be known as the "Construction Manager At Risk" or "CMAR".

**8. Exhibit C - City of Detroit Central Processing Center**

Exhibit C of the Agreement is deleted in its entirety and replaced with Exhibit A attached to this Amendment to reflect changes related to inclusion of the City of Detroit Central Processing Center and to establish and certify the Project Cost as of November 1, 2010. In addition, the last sentence in Article 5.2.1 "The form of such certifications shall be included within Exhibit C" is deleted and replaced with the sentence "The certification of the Project Cost by the Program Manager/Architect is as stated in Exhibit C."

**9. Exhibit D - Prime Contract**

Exhibit D is deleted in its entirety from the Agreement.

**10. Exhibit E - The Project**

The Project, Exhibit E, as referenced in the Definitions of the Agreement, item 24., is added to the Agreement, shall be entitled "The Project" and is attached to this Amendment as Exhibit B. The narrative for Exhibit E may be modified and added to the Agreement by an additional amendment upon execution of the Guaranteed Maximum Price Construction Management Agreement between the Building Authority and the Contractor.

**11. Invoicing For City of Detroit Central Processing Center**

Program Manager/Architect shall prepare and submit invoices to the Authority for services related to the City of Detroit Central Processing Center, separately from all other invoices, as a condition of payment by the Authority.

## **12. Outreach Consultant**

12.4.1G. is modified by adding the following:

The costs of the Outreach Program Director shall be within the scope of the Basic Services in this Agreement. Prior to execution of the final agreement with the Outreach Program Director, the Authority shall be provided with a draft for review, comment and approval, such approval shall be provided by the Authority in its sole discretion. Among other items, the agreement with the Outreach Program Director shall address, for the benefit of the Authority, the following obligations of the Outreach Program Director:

- Timing of payments to Outreach Program Director to incentivize Outreach Program Director to perform services in a timely and continuous basis;
- Outreach Program Director may only terminate upon non-payment;
- Third Party beneficiary rights in the Building Authority to enforce the agreement;
- On-site spot checking of workers at Project; and,
- Weekly reporting delivered to Program Manager/Architect and Owner's Representative.

## **13. Miscellaneous.**

(a) Successors and Assigns. The terms and conditions of this Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

(b) Full Force and Effect. Except as expressly amended hereby, the terms and conditions of the Agreement shall remain in full force and effect.

(c) Controlling Provision. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall govern.

(d) Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute but a single instrument.

(e) Definitions. All terms in this Agreement have the same meaning as in the Agreement, except as provided.

[Signatures appear on following pages]

WITNESS

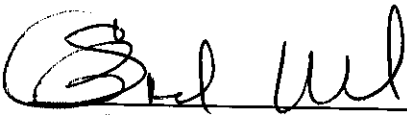
AECOM SERVICES OF MICHIGAN, INC.

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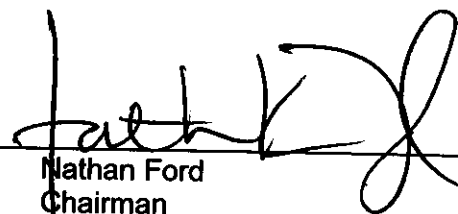
By: [Signature]  
Its: Andrew M. Copples  
Vice President

[Signatures continue on next page]

WITNESS

  
Sandra Wilson

CHARTER COUNTY OF WAYNE,  
MICHIGAN, BUILDING AUTHORITY

By:   
Its: Nathan Ford  
Chairman

## Exhibit A to Amendment

### Exhibit C

### Pricing Schedule and Project Cost Certification

Exhibit C1 Project Cost Summary	Original Base Building Estimate 11/2010	Revised Base Building Estimate 5/17/11	Severable Central Processing 5/03/11	Total with Central Processing 5/17/2011
<b>ARRA Eligible Costs</b>			For COPS Review Ineligible	
<b>CMAR Construction Value/GMP (Less OCIP)</b>				
Construction Cost Incl. Site Development, Sheriff's Admin	\$181,001,000	\$180,484,572	\$13,618,000	\$194,092,572
Building/Travel Allowance	\$2,436,430	\$2,436,430		\$2,436,430
<b>SUB-TOTAL ESTIMATE CMAR GMP</b>	<b>\$183,437,430</b>	<b>\$182,921,002</b>	<b>\$13,618,000</b>	<b>\$196,539,002</b>
Early Site Preparation/Remediation		\$5,000,000		\$5,000,000
<b>TOTAL ARRA CONSTRUCTION COSTS</b>	<b>\$183,437,430</b>	<b>\$187,921,002</b>	<b>\$13,618,000</b>	<b>\$201,539,002</b>
<b>Other Eligible Project Costs</b>				
Site Acquisition	\$ -	\$ 14,300,000		\$14,300,000
PRE/IT Allowance	\$ 7,500,000	\$ 7,500,000	\$10,713	\$8,010,713
Owners Program Management (County Staffing)	\$ 1,000,000	\$ 1,000,000		\$1,000,000
Owners Representative	\$ -	\$ 2,430,000	\$102,143	\$2,532,143
Sheriff Transition Team	\$ -	\$ 1,800,000		\$1,800,000
OCIP	\$ -	\$ 6,000,000		\$6,000,000
Program Management Fee/ E-Builder	\$ 18,000,000	\$ 9,626,673	\$880,930	\$9,707,573
Design Fee	\$ 10,525,023	\$ 13,468,595	\$1,088,530	\$14,553,073
Geotech/Survey/Neural/Traffic/IT	\$ 1,000,000	\$ 463,000		\$463,000
Unallocated Reserve	\$ -	\$ 3,967,343		\$3,967,343
<b>SUB-TOTAL Other Project Costs</b>	<b>\$38,025,023</b>	<b>\$61,742,525</b>	<b>\$2,383,326</b>	<b>\$64,125,851</b>
<b>Project Contingencies 7% Construction + OCIP</b>	<b>\$17,519,287</b>	<b>\$17,519,287</b>	<b>\$1,128,183</b>	<b>\$18,630,450</b>
<b>Financing Costs</b>	<b>\$33,000,000</b>	<b>\$33,000,000</b>		<b>\$33,000,000</b>
<b>Total ARRA Eligible Costs</b>	<b>\$282,423,512</b>	<b>\$315,142,812</b>	<b>\$17,122,489</b>	<b>\$332,265,301</b>
<b>Ineligible Costs</b>				
Temporary Sheriff Admin Relocation (Allowance)	\$ 1,750,000	\$ 1,750,000		\$1,750,000
Demolition District I Bldg	\$1,800,000	\$0		\$0
Demolition Sheriff's Bldg	\$146,500	\$0		\$0
Demolition District II Bldg	\$1,796,500	\$1,796,500		\$1,796,500
Demolition District I Jail	\$2,876,500	\$1,876,500		\$1,876,500
<b>TOTAL Ineligible Costs</b>	<b>\$8,263,500</b>	<b>\$6,423,000</b>		<b>\$6,423,000</b>
<b>TOTAL ESTIMATED PROJECT COSTS</b>	<b>\$290,687,012</b>	<b>\$321,565,812</b>	<b>\$17,122,489</b>	<b>\$338,688,301</b>

[Exhibit continued on following page]

**Exhibit C-2**  
**Fee Summary - Revised Program Management Proposal + Full A/E including**  
**City of Detroit and Modification of Consultant Allowances**

					Base Scope	City of Detroit Central Processing	TOTAL
0 Schematic Design				Included in Items 6 & 8 below		\$ 188,428	\$ 188,428
1 Design Development	\$ 225,000,000	6.00%	20.00%		\$ 2,700,000	\$ 217,884	\$ 9,608,484
2 Construction Documents, 3 Bidding, CA	\$ 225,000,000	6.00%	63.00%		\$ 6,000,435	\$ 708,188	\$ 9,614,813
4 PFM Staffing Lump Sum Fee					\$ 6,504,717	\$ 688,988	\$ 9,305,857
5 Consultant Allowances					\$ 1,100,000	Included in Base	\$ 1,100,000
6 Step 1000 Proposed Budget - Full A/E & Program Management					\$ 21,400,842	\$ 1,778,270	\$ 23,179,112
7 Current Scope/Authorization March Carried forward					\$ 383,897	N/A	N/A
8 Revised Budget Proposal - Carry over from Current Authorization					\$ 21,784,739	N/A	N/A
9 Revised Planned Tracking on current effort (PM from Aug 2010 thru Feb 2011)					\$ 1,281,700	N/A	N/A
10 Revised Proposed A/E Effort - Consultant Allowances from 1000 PROPOSAL					\$ 20,517,271	\$ 1,778,270	\$ 22,295,541
11 Comparison to Original Proposal							
12 Current Proposal (less Carryover)					\$ 21,400,842	N/A	N/A
13 Original Proposal inc. Owner Rep & CD/CA					\$ 31,681,990	N/A	N/A
14 Cost Reduction					\$ 10,281,148	N/A	N/A
15 Additional Savings Related to Integrated A/E - PM vs. Retaining separate consultants							
16 Estimated Savings of Integrated Design/PM Team							
17 Design Savings					\$ 2,106,873	N/A	N/A
18 PM Savings (Extended Schedule & Peer Reviews)					\$ 1,923,604	N/A	N/A
19 Subtotal - Additional Savings					\$ 4,030,477	N/A	N/A
20 TOTAL SAVINGS FEE NEGOTIATIONS + INTEGRATED SERVICES					\$ 14,211,967	N/A	N/A
21 Schedule Savings					6 months	N/A	N/A

## **Exhibit B to Amendment**

### **Exhibit E to Agreement**

#### **The Project**

The proposed Wayne County Consolidated Jail Facility is currently projected to be approximately 714,654 Building Gross Square Feet (BGSF) consisting of a partial basement level with a tunnel connection to the Frank Murphy Justice Center, main support level, and three levels of housing. Approximate total capacity is 2,192 beds, and generally includes twelve 64 cell single cell units, eighteen 64 bed dormitory units consisting principally of eight 8-person mini-dorms, and other special housing. The facility is located on a 7.175 acre site directly east of the Frank Murphy Justice Center bordered by St. Antoine Street on the west, Gratiot St. on the north, the Chrysler Freeway on the east, and Macomb St. on the south. CMAR will have full use of the site during construction.

The new Detention Facility will front on St Antoine Street creating a new public plaza that will serve both the Jail and the Frank Murphy Hall of Justice. Service and vehicular sally ports will be located on the east side, accessed from the Chrysler Expressway frontage road. The Sheriff's Administrative functions will be incorporated in the new facility at the northwest corner of the site (Gratiot & St Antoine), with a separate entrance. The facility will be a total of four stories in height, with each of the housing floors (2<sup>nd</sup> thru 4<sup>th</sup> floor) a double height floor consisting of a main level with housing mezzanine level above.

The first floor will house most of the jail support functions including Jail Administration, Staff Services, Custody Administration, Central Control, Food Services, Central Processing/Registry, Laundry, Visiting and the Tether program. In addition to the support functions, two housing units are provided for cadre workers who staff the food service, warehouse, laundry and other support components on the first level.

The second floor (and second floor mezzanine) will house a total of 512 jail beds, dedicated to the Mental Health and Female Populations. Additionally, central medical/mental health services will be housed on this floor. A central support core will house unit management and program staff.

The third and fourth floors and related mezzanines will each house a total of 640 inmates and central support services for unit management and program services.