

SETTLEMENT AND RELEASE AGREEMENT

1. **Parties and Date:** This Settlement and Release Agreement (hereinafter referred to as the “Release”) shall be effective as of the date signed below, and is by and between The City of Rochester Hills (the “City”) and THA Architects & Engineers (“THA”) (hereinafter collectively referred to as “Parties” or singular as “Party”).

2. **Background:** The City contracted with THA to provide architectural and engineering services in connection with the Rochester Hills City Hall Addition and Improvement project (the “Project”). Part of the Project included the design and construction of a new pedestrian bridge at the entranceway to the building. In 2012, the City noticed that the metal decking on the underside of the pedestrian bridge was rusting and corroding. The City brought this to the attention of THA and also consulted a structural engineer for temporary shoring of the pedestrian bridge as a safety precaution. It was thereafter determined that the pedestrian bridge would require repairs to address the rusted and corroded metal decking. The repairs include, but are not limited to, replacing the metal decking and concrete supported thereon (the “Repair”). THA prepared the design for the Repair and assisted the City in preparing the related request for proposals. The request for proposals has gone out for competitive proposals and the City, with the assistance of THA, has selected a contractor to perform the Repair.

3. **Settlement:** Upon execution of this Agreement by the Parties, THA will pay the City the total amount of \$36,450 (comprised of \$29,750 base proposal, plus \$5950 contingency for necessary change orders, plus \$750 for structural engineer cost) toward the cost of the Repair. THA also provided the design for the Repair at no charge to the City, and will provide typical architectural construction-phase administration services in connection with the Repair at no charge to the City. The City will be responsible for all other costs and expenses in relation to the

pedestrian bridge and the Repair. The City will contract with the contractor selected to perform the Repair.

4. **Release:** In consideration for the payment and performance described in Paragraph 2 above, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City does hereby release THA and its respective predecessors, successors, present and former affiliated entities, subsidiaries, officers, directors, partners, members, stockholders, assigns, insurers, representatives, consultants, employees and agents, from any and all claims, debts, demands, costs, expenses, causes of action, responsibilities and liabilities of every kind and character in connection with the original pedestrian bridge on the Project. The City understands that THA will provide typical architectural construction-phase administration services, but is otherwise not responsible for the performance of the contractor selected by the City to perform the Repair, and will have no control over the means, methods, sequences or techniques of construction of that contractor. THA is paying a total of \$36,450 toward the cost of the Repair. The City understands that the City will be responsible for all other costs and expenses in relation to the pedestrian bridge and the Repair. THA will not be responsible for construction site safety, as that is the responsibility of the contractor hired by the City.

5. **Entire Agreement:** The Parties hereby acknowledge that this Release sets forth all of the agreements and understandings between the Parties relating to the pedestrian bridge at the Rochester Hills City Hall any and all claims, costs, expense and liabilities relating thereto. The Parties acknowledge that no promises, representations, warranties or guarantees (either express, implied or statutory) not contained herein considering the subject matter of this Release, have been made to induce the execution of this Release. Further, the Parties acknowledge that

they have not executed this Release in reliance upon any promise, representation, warranty or guarantee not contained herein.

6. **Binding Effect of Release:** This Release shall be binding upon the Parties and their successors, predecessors and assigns. The terms of this Release are contractual, not merely recitals. This Release is the result of arms-length negotiations between the Parties, each having participated in the drafting hereof. Accordingly, this Release shall not be construed against any Party as being the drafter of same.

This Release has been carefully read by the Parties and they acknowledge that the contents are known and understood by each of them and that they have freely and voluntarily signed this Release.

7. **No Admission of Responsibility or Liability:** It is understood and agreed that this Release is the compromise of disputed claims and that the payments of any sums or performance of any services under the terms of this Release are not to be construed as an admission of liability on the part of any Party and that the Parties expressly deny any such liability.

8. **Governing Law:** This Release shall in all respects be governed by the laws of the State of Michigan.

9. **Authority:** Each Party represents that it has the power and authority to execute this Release on its own behalf and on behalf of that entities respective shareholders, members, directors, trustees, officers, employees, representatives and agents.

10. **Signatures:** The parties agree that this Release may be executed in counterparts, with facsimile or electronically transmitted signature pages having the same force and effect as an original signature.

WITNESS:

THE CITY OF ROCHESTER HILLS

By: _____

Its: _____

Date: _____

WITNESS:

THA ARCHITECTS & ENGINEERS

By: _____

Its: _____

Date: _____