

APPENDIX H

AECOM Great Lakes, Inc.'s Exceptions Checklist

| Article# | Title | Explanation of Exception |
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| Article 5.4 | Phases of PMC Services | AECOM Great Lakes, Inc. proposes the addition of the following clause to clarify that nothing in this provision is intended to elevate the standard of care: "... <u>Consistent with the standard of care set forth in Article 5.7 of this Agreement, [i]</u> t is intended that the Project Management Consultant shall at all times perform and deliver the PMC Services described hereunder in a cost-effective and coordinated manner" |
| Article 5.7 | Project Management Consultant Standard of Care | AECOM Great Lakes, Inc. seeks to clarify the applicable standard of care as follows: "The Project Management Consultant shall provide the PMC Services and authorized Additional Services using its best <u>in accordance with the degree of professional skill and judgment ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project., acting with due care and in accordance with professional standards of care.</u> Project Management Consultant's services hereunder shall be provided and completed promptly and in such a manner as to avoid hindrances, interruption or delay to the orderly progress and timely completion of the Project. The Project Management Consultant shall comply with laws that are applicable to the delivery of the Project Management Consultant's services under this Agreement. If there shall be any dispute between the Parties regarding the extent, character, and progress of the PMC Services to be performed or the quality of performance under this Agreement, <u>the dispute shall be resolved in accordance with Article 15 herein.</u> reasonable interpretation and determination of GLWA shall govern." |
| Article 13 | Indemnification | AECOM Great Lakes, Inc. proposes the following revisions to this article: "To the fullest extent provided by law, Project Management Consultant agrees to indemnify and hold harmless GLWA, their directors, officers, employees, agents and representatives from and against liability for any and all claims, demands, costs, penalties, fees (including without limitation, expert witness and attorneys' fees), damages, and liabilities whatsoever for, among other things bodily injury, death, property damage, or personal injury, or economic loss asserted by any individual, a corporation, a partnership, an association, a joint stock company, a trust, an unincorporated organization, a governmental body or a political subdivision, a municipal corporation or any other group or organization of individuals, to the extent caused by or attributable to a negligent, grossly negligent or intentional breach of this Agreement by the Project Management Consultant or the negligent, grossly negligent or intentionally wrongful acts or omissions of the Project Management Consultant or its employees, directors, agents, representatives, subcontractors or consultants. Project Management Consultant shall have no duty to defend any indemnified party against such allegations, but shall pay as damages an indemnified parties' attorneys' fees and costs to the extent caused by or attributable to the negligent, grossly negligent, or intentional breach of this Agreement by the Project Management Consultant or the negligent, grossly negligent, or intentionally wrongful acts or omissions of the Project Management Consultant or its employees, directors, agents, representatives, subcontractors or consultants. <u>Project Management Consultant shall not be required to indemnify GLWA for damages or liabilities caused by the sole negligence of GLWA. Notwithstanding anything to the contrary in this Article 13 to the contrary, this provision shall be construed in accordance with MCL 691.991.</u> Project Management Consultant's obligations under this paragraph shall survive the expiration or termination of this Agreement for any reason." |
| Article 18 | Time Is of the Essence | AECOM Great Lakes, Inc. requests the removal of this provision. The standard of care in Article 5.7 governs the Project Management Consultant's obligations with regard to the timeliness of the PMC Services. |

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| New Article 30 | Mutual Waiver of Consequential Damages | <p>The proposed agreement does not contain a waiver of consequential damages. AECOM Great Lakes, Inc. requests the addition of the following:</p> <p>“Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, neither the GLWA nor the Program Management Consultant shall be liable for any consequential, special, incidental, indirect, punitive or exemplary damages (including, without limitation, lost profits, loss of revenue, loss of use, or interruption of business) in connection with this Agreement or the PMC Services.”</p> |