10.15.2021

Eric Meyer
Policy Director, District 2, DeKalb County
Commissioner Jeff Rader
Manuel J. Maloof Center
1300 Commerce Drive, 5th Floor
Decatur, GA 30030

Re: Proposal for Planning Support Services for North Dekalb Mall

Dear Eric,

Per our discussions, the following proposal outlines our understanding of your planning needs for North Dekalb Mall as well as our proposed scope of services to support you.

PROJECT UNDERSTANDING

With the recent sale of North Dekalb Mall to Edens, a commonly supported master plan needs to be developed – one that brings together the needs and priorities of Edens, the County, and the community. To help the County and the community engage in this conversation, Perkins&Will will act as planning support partner. This support will include listen to key stakeholders to understand the vision, developing master plan drawings incorporating the County and community's vision, assisting the County with key conversations (as needed), and coordinating with Path on their trail studies.

PROPOSED SCOPE

To undertake this process, we propose a five-step process including:

- Step 1.0: Kickoff Workshop
- Step 2.0: Site and Vision Review
- Step 3.0: Opportunity Mapping and Plan Concepts
- Step 4.0: Plan Workshop
- Step 5.0: Plan Refinement

Step 1.0: Kickoff Workshop - 2 hours

We will conduct a kickoff workshop with the County and other stakeholders (as needed). During this workshop, we will discuss the site's existing conditions, your vision, and other key priorities for the plan. We will also review the study process and the schedule.

Step 2.0: Site and Vision Review - 2 weeks

We will start by collecting key background materials from Georgia Tech's College of Design, you, site visits, and desktop research to develop a complete understanding of the site. During

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Step 3.0: Plan Concepts - 2 weeks

With an understanding of the site, the program, and the opportunities, we will develop a series of master plan concepts. These will include sketches with development quantifications.

Step 4.0: Plan Workshop - 2 hours

We will conduct a charrette with your team to review the plan concepts and determine a way forward for your preferred master plan direction.

Step 5.0: Plan Refinement - 2 weeks

Based on the feedback at the workshop, we will refine the plan concepts into a design package for you to share with Edens.

Deliverables

Our team will produce sketches and simple massing models to explain the potential for the site. Along with these, we will quantify key plan elements – such as parcel size and development yield.

Schedule

In alignment with Eden's schedule on their master plan refinements, this work will begin on October 20, 2021 and end on November 9, 2021.

PROJECT FEES

The compensation listed below is for the planning services described in this scope. This fee does not include project expenses, such as printing, travel, renderings, etc.

Compensation (time billed hourly, not to exceed this total).....\$20,000.00

Reimbursable Expenses Estimate

Expenses will be reimbursable and will be provided at cost. Any expense exceeding \$500.00 will not be incurred without prior written authorization from you.

Printing Estimate.....\$500.00

STANDARD MASTER PLANNING SERVICES

Noted here are baseline professional services, considered standard in any master planning project. These activities take place throughout the project and are not contingent upon phase of work.

- Written and graphic program documents
- Reports, sketches and drawings as needed to analyze critical planning issues

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- Written memoranda as applicable to master planning issues for clarification and communication between client, planning team and institutional partners
- Information available upon request by client related to work of consultants, including all assumptions, data, studies and designs

KEY ASSUMPTIONS & EXCLUSIONS

Noted here are the key assumptions and exclusions that this master plan effort will require for collaborative and timely execution of the work.

- The work outlined in this proposal is for master planning services; all architectural services and landscape architectural services will be limited to conceptual design and programming intended to test and illustrate master planning concepts.
- This scope of work does not include any technical engineering or land surveys (topography, existing buildings and infrastructure) as a part of the services outlined in this proposal.
- During mobilization, all relevant information will be provided to the planning team; this
 includes but is not limited to any information relative to design and construction
 activities undertaken by the client team on the site, and any preparatory studies,
 surveys, project feasibility reports, business models as well as any company guidelines.
- All existing reports, planning studies and technical diagrams on which the study is to be based must be provided at the commencement of the project (to be received at least 2 weeks into the process).

PAYMENT

Perkins&Will will submit a valid invoice monthly for services rendered. Payment by the Client shall be rendered within thirty (30) days of Client's receipt of invoice. Any invoice or payment issues should be immediately directed to the Project Manager. Perkins&Will reserves the right to suspend work on this project if payment is not made within the specified time frame.

PROFESSIONAL STANDARDS

Perkins&Will shall be responsible, to the level of competency presently maintained by other practicing professional services firms in the same type of work, for the professional and technical soundness, accuracy, and adequacy of all project management, planning, consulting, and other work and materials furnished under this Authorization.

TERMINATION

Either client or Perkins&Will may terminate this authorization by giving 30 days' written notice to the other party. In such event client shall forthwith pay Perkins&Will in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this authorization shall be terminated upon completion of all applicable requirements of this Authorization.

LEGAL EXPENSES

In the event legal action is brought by client or Perkins&Will against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions herby created, the losing party shall pay the prevailing party such reasonable amounts for fees, cost and expenses as might be set by the court.

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TIMES FOR RENDERING SERVICES

Perkins&Will's services and compensation under this Agreement are agreed to in anticipation of the orderly and reasonably continuous progress of the work through completion. If, in this Agreement, specific periods of time for rendering services are set forth or specific dates by which services are substantially to be completed are provided, and if such periods of time or dates are changed through no fault of Perkins&Will, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the work is temporarily suspended beyond a continuous period of more than sixty days through no fault of Perkins&Will and subsequently restarted, a remobilization fee of 3% of the total anticipated compensation will added to cover administrative and staffing adjustments. If Owner authorizes or requests changes in scope, extent, or character of the work (in writing), the time of performance of Perkins&Will services shall be adjusted equitably.

LIMITATION OF LIABILITY

Perkins&Will's liability to the client for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

AUTHORIZATION & APPROVAL TO PROCEED

Signatures below indicate agreements by both parties to the scope of work, deliverables, schedule, and payment terms contained herein. Signature by both parties indicates authorization to initiate work on this project.

Eric Meyer	 Date
Policy Director, District 2, De	eKalb County
Cassie Branum	Date
Perkins and Will	