

PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE

13-0308R

RESOLUTION AUTHORIZING AGREEMENT WITH LASALLE DEVELOPMENT GROUP, LTD. AND WALKER PARKING CONSULTANTS FOR OWNER'S AGENT SERVICES RELATED TO THE 425 BUILDING PROJECT IN THE AMOUNT NOT TO EXCEED \$497,500.

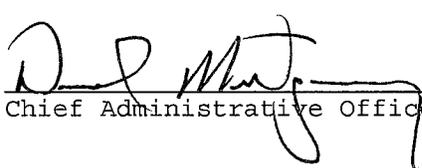
CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into an agreement with LaSalle Development Group, Ltd. and Walker Parking Consultants, a joint venture, substantially in the form of that on file in the office of the city clerk as Public Document No. \_\_\_\_\_, to provide owner's agent services pertaining to the development, design and construction of the 425 building project in the amount not to exceed \$497,500, payable from Fund 450-030-5441 CP2013-1316b (Capital Improvement Fund, Finance Department, Other Services & Charges, Corporate Tower Project Public Improvements).

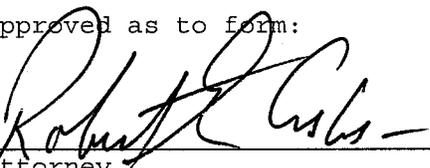
Approved:

  
Department Director

Approved for presentation to council:

  
Chief Administrative Officer

Approved as to form:

  
Attorney

Approved:

  
Auditor

BD/ATTY REA:db 05/31/2013

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize an agreement with the joint venture of LaSalle Development Group, Ltd. and Walker Parking Consultants to assist the City as the owner's representative in the development of the 425 Building Project ("Project").

The Project consists of the development of an approximately 600 car parking ramp over which will be constructed a new office tower, estimated to be 300,000 square feet in size, on the site of the old KDLH Building and possibly other adjacent property, along with related Skywalk connection. The major occupant of the tower facility is anticipated to be Maurices corporate headquarters. The City's costs of the Project will be paid in part by an up to \$8.5 Million grant of State of Minnesota Bond Funds to be equally matched by proceeds of Tax Increment and Parking Revenue Bonds issued by the City.

The Project is the largest single development in Duluth's history and as a result is complex with many moving parts resulting in the need for an owner agent to represent the city's best interests. Some of the complex issues include but are not limited to the use of State Bond Funds that will be used to finance a portion of the public costs of the Project, the need for the parking structure to be designed in a manner which will be efficient and user-friendly to insure that both the tower occupants and the general public are encouraged to use it, an important factor in providing revenue to support the City's parking revenue bonds, and concerns related to the impact of the parking ramp traffic on the streets and intersections surrounding the ramp, especially in the morning and afternoon peak traffic times as well as issues related to the entry to and exiting from the ramp.

City staff does not have the time or the expertise necessary to perform such services on a Project of this size and scope. The City needs to insure that the costs of the design and construction of the various elements of the project are properly apportioned between the public and the developer and, as to the public costs, between the City and the State.

Because of these and other components of the Project, the City requested proposals for an Owner's Representative to assist the City in addressing these issues. LaSalle and Walker were selected as the entities best able to assist the City. LaSalle has extensive experience in negotiating and overseeing construction of a number of major projects and Walker is considered to be the pre-eminent parking ramp designer in the area, along with having extensive experience in structural design. As part of Walker's services under this agreement they will have substantial input into the ultimate design of the parking structure part of this project. This is anticipated to reduce the share of the overall design cost for the project. In addition their responsibilities will include making sure that the City's design issues related to the ramp are properly addressed.

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND AMONG  
LASALLE DEVELOPMENT GROUP, LTD  
AND  
WALKER PARKING CONSULTANTS  
AND  
CITY OF DULUTH**

THIS AGREEMENT, by and among the City of Duluth, a municipal corporation, hereinafter referred to as "City," LaSalle Development Group, Ltd., with an office at 2001 Killebrew Drive, Suite 170, Bloomington, MN 55425 ("LaSalle") and Walker Parking Consultants, with an office at 1660 S. Hiway 100, Suite 424, Minneapolis, MN 55416 ("Walker"). LaSalle and Walker are sometimes collectively referred to as "Consultant," for the purpose of rendering services to the City.

WHEREAS, City issued a Request for Proposal (the "RFP") for interested parties to act as Owner's Agent for the design and construction of the Duluth Corporate Tower, Parking Ramp, and Skywalk Project for the City of Duluth (the "Project"). A copy of the RFP is attached as Exhibit A; and

WHEREAS, Consultant submitted a Proposal on or about February 21, 2013, in response to the RFP (the "Proposal"). A copy of the Proposal is attached hereto as Exhibit B; and

WHEREAS, Consultant has represented that it is qualified and willing to perform the services set for in the RFP; and

WHEREAS, based on the Proposal the City has selected Consultant's professional services for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services to be Performed.

Consultant shall act as the City's Owner's Agent and provide the services described in the RFP, the Proposal and the Scope of Services. A copy of the Scope of Services is attached hereto as Exhibit C (the "Services"). The Scope of Services is subject to changes by mutual agreement of the parties. Any changes will be reduced to writing in an amendment and signed by the both parties. Such amendment shall be deemed to be part of this Agreement and to be governed by the terms hereof.

Consultant agrees that it will provide its services at the direction of the City's Director of Business & Economic Development ("Director"). In the event of any conflict between the Project Scope, the Proposal, the RFP and this Agreement, the terms and conditions of this

Agreement or RFP as appropriate shall be deemed controlling. In the event of a conflict between the RFP and this Agreement, the terms and conditions of this Agreement shall be deemed controlling. In the event of a conflict between the Project Scope and the Proposal, the Project Scope shall be deemed controlling.

II. Fees.

It is agreed between the parties that Consultant's maximum fee for the term of this Agreement shall not exceed the sum of Four Hundred Ninety-Seven Thousand and 00/100<sup>th</sup> dollars (\$497,500), **payable** from Fund 450-030-5441 CP2013-1316b (Capital Improvement Fund, Finance Department, Other Services & Charges, Corporate Tower Project Public Improvements) inclusive of all approved travel and other expenses associated with the Project without written approval from City. All work provided hereunder shall be at the rates set forth in the Standard Billing Rates set forth in the Scope of Services. All bills for services rendered shall be submitted to the Director on a monthly basis and include a detailed description of the services provided. Requests for reimbursement of expenses shall be made no more frequently than monthly and shall be accompanied by such documentation as City shall reasonably request. Upon receipt of said request and the appropriate documentation, the City shall reimburse Consultant up to the amount set forth above.

III. General Terms and Conditions.

1. Qualifications. Consultant represents that it is qualified and willing to perform the services set forth herein.
2. Amendments. Any alterations, variations, modifications or waivers of terms of this Agreement including contract price shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.
3. Assignment. Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City. The primary consultants assigned to the Project are Thomas W. LaSalle and Terrence A. Hakkola. Mr. LaSalle and Mr. Hakkola shall be responsible for the delivery of professional services required by this Agreement and, except as expressly agreed in writing by the City in its soles discretion, the City is not obligated to accept the services of any other employee or agent of Consultant in

substitution of Mr. LaSalle and Mr. Hakkola. The foregoing sentence shall not preclude other employees of Consultant from providing support to Mr. LaSalle or Mr. Hakkola in connection with Consultant's obligations hereunder.

4. Data and Confidentiality, Records and Inspection.

a. The City agrees that it will make available all pertinent information, data and records reasonably available to City for Consultant to use in the performance of this Agreement, or to assist Consultant to obtain such records, data and information.

b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior written authorization from the City.

c. Consultant agrees that all work created by Consultant for the City is a "work made for hire" and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work. Consultant further agrees that to the extent the work is not a "work made for hire" Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.

d. Records shall be maintained by Consultant in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

f. Consultant shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.

g. Consultant shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for

examination, all of its records with respect to all matters covered by this Agreement. Consultant will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

5. Standard of Performance.

Consultant agrees that all services to be provided to the City pursuant to this Agreement shall be performed in a competent and workmanlike manner with the degree of skill and care which is in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.

6. Contract Period.

Notwithstanding the date of execution, the term of this Agreement shall commence on April \_\_\_\_, 2013 and shall continue until \_\_\_\_\_, 2015 unless terminated earlier as provided for herein.

The City may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

7. Independent Contractor.

a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II

of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of Consultant's intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.

b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

c. Contractor expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

8. Indemnity.

Consultant agrees to defend, save harmless, and indemnify the City of Duluth, its agents, and employees from any loss, cost, or damage by reason of Personal Injury or property damage of whatsoever nature or kind arising out of, or as a result of, the performance of the work by the Consultant, its employees, agents, or subcontractors.

9. Insurance.

a. Consultant shall provide and maintain in full force and effect during the life of this Agreement the following minimum amounts of insurance:

(i) Workers' compensation insurance in accordance with applicable law.

(ii) Public Liability Insurance and Automobile Liability with limits not less than \$1,500,000 Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

(iii) Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 30 days' notice prior to any cancellation or modification shall be required; and in such event, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made"

insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.

(iv) City of Duluth shall be named as Additional Insured under the Public Liability and Automobile Liability and Service Provider will provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Service Provider's interests and liabilities.

(iv) The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms:

- (a) ISO Additional Insured Endorsement (CG-2010 pre-2004) and
- (b) (ii) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.

b. Such insurance shall protect Consultant, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Consultant, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

c. Certificates showing that Consultant is carrying the above-described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.

10. Notices

Notice to the City or Consultant provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

**City**

City of Duluth  
Room 402 City Hall  
411 W. 1<sup>st</sup> Street  
Duluth, MN 55802  
Attn: Chris Eng, Executive Director

**Consultant**

LaSalle Development Group, Ltd.

2001 Killebrew Drive, Suite 170  
Bloomington, MN 55425  
Attn: Thomas W. LaSalle, President

Walker Parking Consultants  
1660 S. Hiway 100, Suite 424  
Minneapolis, MN 55416  
Attn: Terrence A. Hakkola, P.E.,  
Vice President

11. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.

b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

12. Laws, Rules and Regulations.

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

13. Applicable Law.

This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Duluth, Minnesota.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon

the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

**CITY OF DULUTH**

**LASALLE GROUP, LTD.**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk  
Date: \_\_\_\_\_

**WALKER PARKING CONSULTANTS**

Approved as to form:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Countersigned:

\_\_\_\_\_  
City Auditor



**Exhibit A**

**REQUEST FOR PROPOSAL**



**CITY OF DULUTH**  
**PURCHASING DIVISION**  
Room 100 City Hall  
411 West First Street  
Duluth, Minnesota 55802-1199  
218/730-5340 218/730-5922 FAX

December 5, 2012

**REQUEST FOR PROPOSAL**  
**13-01DS**  
**City of Duluth/DEDA Owner's Agent**  
**For the Design and Construction of the**  
**Duluth Corporate Office Tower, Parking Ramp and Skywalk Project**

Please provide the City of Duluth and Duluth Economic Development Authority, hereinafter jointly and severally referred to as "Owner", with a proposal to act as the **Owner's Agent for the Duluth Corporate Tower Ramp and Skywalk Addition** per the attached description, requirements and goals.

Please mark your proposal with the above number and title on the outside of the envelope and return to: **City of Duluth, Purchasing, Room 100, 411 West 1<sup>st</sup> Street, Duluth, MN 55802 by 2 PM Thursday, February 21, 2013.**

All proposals will be acknowledged aloud in room 106A of City Hall. Proposals will be reviewed by committee according to established criteria. Committee will be selected to review the proposals.

The Owner reserves the right to reject all proposals, to select more than one to give presentations if so desired by the City of Duluth, or to select the best one and enter into further negotiations with the vendor. It is the intent of the selection committee to review, score and choose 3 proposers to be invited to give presentations by the 3rd week of February 2013.

Contact: Dennis Sears (218) 730-5003  
Purchasing Agent  
[dsears@duluthmn.gov](mailto:dsears@duluthmn.gov)

Thank you.

## **I. Background:**

The Atwater group, a private developer, has proposed to build an office and parking complex with connections to the Downtown Skywalk System and which may include retail and other uses all to be located at the site of the former KDLH television studios, 425 West Superior St in Duluth, MN. It will, when completed, be the single largest development in Duluth History.

The complex could be up to approximately 300,000 square feet and 15 stories high.

The project is expected to include an estimated 600 space public parking ramp underneath and supporting the Corporate Tower Building. A public skywalk will connect the Tower Building and ramp to the existing Duluth Downtown Skywalk System within the ramp from the Pallado Building on the northwest corner of 4<sup>th</sup> Avenue West and Superior St to the Superior Street frontage and to the existing underground concourse under 5<sup>th</sup> Avenue West to the Radisson Hotel.

It is anticipated that a limited liability company (LLC) may be formed to take the lead on the development of the various aspects of the development and their primary users and will select a designer for the entire project. The Owner will have a vested interest in the entire project, and particularly for the Parking Ramp and Skywalk portion which is being public funded.

## **II. Funding:**

The Owner has been selected to receive up to 8.5 million in State of Minnesota Bond Funds which will be made available to fund some or all of the public elements of the project including land, the parking ramp and skywalk system addition. In addition, the Owner expects to issue an equal amount of bonds payable from project tax increment or other revenues to fund the public portions of the project; including parking revenues that will be similarly usable to fund elements of the project for which such funds are legally used.

The LLC, with Atwater and other private entities as partners, will take the lead role in the development of the project. As such, they will select the lead designer and the lead construction entity for the project as well as overseeing the financing and the design and construction of the private portions of the project.

It is the intention of all the parties that, insofar as possible, the entire project will be designed and constructed as a single, unitary project.

## **III. Accounting:**

Because both private and public funding are being used and because the elements funded by the differing sources will be physically intermixed, it is critical that the two separate components of the design and construction, the privately financed elements of the project and the public financed elements of the project, be accounted for separately to meet mandated State and Owner reporting requirements and that State Statutes and City Codes are followed for the publicly financed design and construction component.

#### **IV. Project Engineer as Owner Agent:**

The Owner has a number of highly critical interests that need the greatest degree of attention and expertise as possible in order to make the public portions of the Project successful and to insure that public financing constraints are met. Among these are concerns related to the efficient and convenient design of the parking facility, traffic flow in and around the Project and in the surrounding area, efficient and convenient design and operation of the Skywalk elements through the Project, the potential benefits of retail development in the Project to the surrounding area, and the general benefits of the Project to the Downtown. In order to insure that these and other considerations receive adequate attention in the design and construction of the Project, the Owner has made the decision that it needs to have an Owner's Agent involved in the design and construction of the Project from the conceptualization phase of the Project through to issuance of the certification of the total completion of the Project. The Owner believes that the best fit of an acting Owner's Agent protecting the Owner's vested interests would be a Project Engineer with expertise in the design and construction of parking ramps and skywalk systems. This can be accomplished by one firm with the requisite expertise or by a joint venture between two or more firms. A sound and strong working relationship is needed between the Development LLC, the Designer, and the Owner. The parking ramp will be supporting the Corporate Tower Building, thus the Project Engineer must insure the ramp is built to support the structure above.

#### **V. General Instructions:**

Six (5) hard copies and one (1) cd of the proposal must be submitted to:

City of Duluth Purchasing  
411 West First St, RM 100  
Duluth, MN 55802

Clearly mark the outside of the package with the above number and project name.

#### **VI. Proposal Content:**

##### **Your submission must include the following:**

1. Provide the following information about your company:
  - a. Name of firm
  - b. Address of firm
  - c. Telephone and fax number, e-mail address optional
  - d. Primary contact and telephone number

2. Brief history of the firm
  - a. Size of firm/staff
  - b. Years in business
  - c. Organizational chart of firm if any
  - d. Distance from Duluth
  - e. Relative similar projects and descriptions if possible. Please provide three (3) of similar size and scope. Include pictures, total cost of each, budget, cost over runs/change orders, total square feet and any other pertinent project information. State if the project was bid and if it was completed on schedule. If no comparable are available, come as close as you can; proposals that come close to meeting this requirement will receive more favorable consideration.
3. Provide a schedule of fees for owner oversight of each phase of the Design-Bid-Build of the parking ramp and skywalk connection of the Corporate Tower Project and overall total cost estimate.
4. Owner Agent background:
  - a. Owner Agent/Project Engineer in charge in charge and brief biography/history of previous work.
  - b. Brief summary of problems that can be encountered and how to control.
  - c. Experience working with a Designer-Contractor format, with a Design-Bid-Build Designer and Development LLC.
  - d. History of working with owners, both public and private on similar projects and helping keep accounting of public and private funding separate.
5. Owner Agent approach and experience:
  - a. Describe your approach on behalf of owner on this large project. Please include the benefit each step has for the owner(s).
  - b. Please describe any unique aspects you may employ as owner agent of this project.
6. Current workload:
  - a. The workload on this project will require all one's attention as owner agent. Please disclose possible distractions that can occur from past experience if any and how to overcome.
7. Special Training:
  - a. Are there any special training requirements held to qualify as an Owner Agent. Please provide any obtained and any license that may be required.
  - b. Have you ever been barred from acting as an Owner Agent on any projects of this size.
8. Legal proceedings:

Identify any on-going legal proceeding or pending legal proceeding (arbitration, complaints, or court action) filed by an owner or contractor for any project you have been part of as an Owner agent in the past five years.
9. References:

Please provide a minimum of three references to contact for work as an Owner Agent.

10. Unique Qualifications:

Please state why you should be selected by the owner(s) as an Owner Agent

11. Insurance requirements or Errors and Omissions: (as included per attached)

VII. **Intent:**

It is the intent of the Owner to hire an Owner Agent to act on its behalf in the process of providing oversight to the work on the Project. The Owner Agent must be familiar with State Statutes, Laws, Codes, and Ordinances that may govern all aspects of bidding, payments, grant reporting construction codes as well as those for the City of Duluth. Owner Agent is expected to provide any necessary reports required by same and insure that throughout the process from design to completion, all requirements are followed with strict adherence on the public funded portion of this project. It is expected by the Owner that the owner agent will advise the Owner through meetings as deemed necessary and practical. This relationship shall be formed at the beginning of the process with an initial meeting to discuss any intent and have a Q and A between all parties involved in this project to include a possible Owner Agent for the private Atwater group Owner(s)/Investors.

**Selection Criteria and Scoring:**

All submittals meeting the established criteria will be evaluated by a selected committee consisting of both the private owner and the public owner reviewers. Submittals will be evaluated using the criteria below. The top 3 ranking firms will be invited to Duluth for interviews and to present preliminary project design plans. Proposers not familiar with Duluth's unique landscape are encouraged to review the proposed site location or seek information on the site location prior to submitting a proposal.

1. Composition and qualifications	(40 points)	
2. Relevant past experience	(35 points)	
3. Resumes of key individuals	(20 points)	
4. Owner Agent project approach	(30 points)	
5. Report approach	(25 points)	
6. References	(20 points)	
7. Proposal completeness	(10 points)	
	Total	(180 points)

Contacts: Contact the following with any questions pertaining to this proposal by February 12, 2013. All questions and provided answer will be provided by an addendum in writing and posted on the City of Duluth web site by February 14, 2013 by City of Duluth Purchasing Department.

Christopher Eng, Director, Business and Economic Development, 218-730-5322

**EXHIBIT B**

**CONSULTANT'S PROPOSAL**



# Request for Proposal 13-01DS

*City of Duluth/DEDA Owner's Agent for the Design and Construction of the Duluth Corporate Office Tower, Parking Ramp, and Skywalk Project*

February 21, 2013

A Joint Proposal Response by:



[www.lasallegrp.com](http://www.lasallegrp.com) / [www.walkerparking.com](http://www.walkerparking.com)

## COMPANY BACKGROUND AND EXPERIENCE

### **LaSalle Development Group Company Profile**

For over thirty-five years, LaSalle Group has provided comprehensive services in the areas of property and facilities management, development consulting and owner representation. We offer owner representation, management and financial consulting for private, non-profit, and public sector organizations. We are a privately held firm with an outstanding reputation for integrity, industry knowledge, and customer service. We get projects completed on time and in budget and have no judgments or defaults against us. Our vast experience with universities, religious communities, hotels, casinos, health care centers, commercial installations, senior, family, affordable, and market-rate housing provides clients a broad perspective, fresh ideas, and imaginative approaches to complex challenges.

LaSalle Group brings the combined strengths of hands-on knowledge and many years of experience as owners, developers, and managers to the tasks of development consulting and owner representation. Experience has taught us how to build consensus, manage risks, anticipate pitfalls, and gain the maximum value from the planning, design, and construction processes. We put this accumulated wisdom to work on our client's behalf so that the concept envisioned becomes the project achieved.

**Name of company**

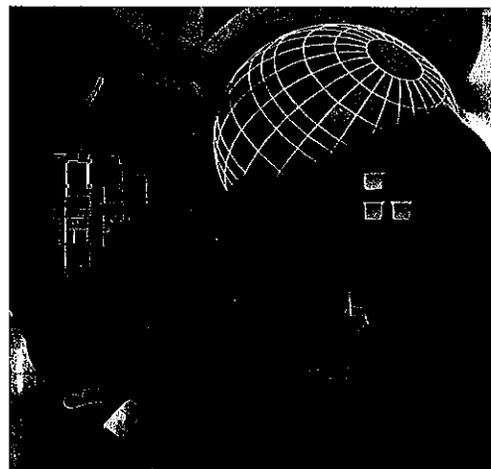
LaSalle Development Group, Ltd.

**Company address:**

2001 Killebrew Drive - Suite 170  
Bloomington, Minnesota 55425-1864  
Main: 952-854-8800 / Fax: 952-854-4434  
[www.lasallegrp.com](http://www.lasallegrp.com)

**Company ownership:**

Thomas W. LaSalle, President



## **Walker Parking Consultants**

Walker Parking Consultants is a global consulting and design firm providing innovative solutions for parking and transportation issues. We are uniquely qualified to develop innovative solutions to a wide variety of parking challenges. Services include market analysis, feasibility studies, management consulting, parking master planning and site analysis, parking garage design and restoration engineering.

### **HISTORY**

- Founded in Kalamazoo, Michigan and incorporated in the state of Michigan on March 15, 1965 and opening a Minneapolis office in 1970.
- The thrust of the company was to provide structural engineering services in the Midwest to architects, contractors, material suppliers and industry.
- First parking structure was a design-build project completed in 1968 for a Montgomery-Ward Distribution Center in Albany, New York.
- Second parking structure was for the Michigan National Bank structure in Detroit.
- By 1969, we had also designed several parking structures in western Michigan and realized that parking was now a large component of our service.
- First formal parking study and our first airport parking structure design occurred in 1971.
- Official company name changed to Walker Parking Consultants/Engineers, Inc. in 1983.
- Walker Restoration Consultants established as a division, providing consulting and engineering services to help Owners extend the service life of their built assets using a broad array of state-of-the-art restoration and preservation strategies.
- To date we have designed over 3,000 parking structures, consulted on over 6,000 parking projects, restored over 3,000 parking structures, and performed over 6,000 parking studies.

### **EMPLOYEES**

Walker has over 120 professional, 50 technical and 45 administrative personnel worldwide.

### **CLIENTS/MARKETS**

**Airports** – International, regional and private airstrips

**Developers** – Office/Corporate, Retail, Private, Pharmaceutical, Condominium, Mixed-Use, Bank, Retirement Community

**Education** – Universities, Colleges, Community Colleges, High Schools, learning institutions

**Healthcare** – Hospitals, medical centers, medical/dental clinics, medical office buildings, nursing homes, long term facilities

**Entertainment/Hospitality** – Hotels, Restaurants, Museums, Theme Parks, Theaters/Cinemas, Art Centers, Convention Centers

**Casino/Gaming** – Casinos, Indian gaming resorts, casino riverboats

**Miscellaneous** – Churches, Utility companies

### **Executive Leadership**

**Chairman of the Board**  
Frank M. Transue, PE, SE

**Chief Executive Officer/President**  
John K. Bushman, PE

**Executive Vice President**  
Thomas A. Butcher, PE  
William C. Reiter, PE

**2.a. Staff**

LaSalle Development Group, Ltd.

Thomas W. LaSalle, President  
[tomlasalle@lasallegrp.com](mailto:tomlasalle@lasallegrp.com)  
c - 612.867.1010

Richard C. Bienapfl, Principal  
[rbienapfl@lasallegrp.com](mailto:rbienapfl@lasallegrp.com)  
c - 612.803.1029

Steve Moore, Operations Manager  
[stevemoore@lasallegrp.com](mailto:stevemoore@lasallegrp.com)  
o - 952.876.9208

Anne Seaberg, Administration  
[anne@lasallegrp.com](mailto:anne@lasallegrp.com)  
o - 952.876.9207

Walker Parking Consultants

Terrence A. Hakkola, PE  
[Terry.hakkola@walkerparking.com](mailto:Terry.hakkola@walkerparking.com)  
o - 952.595.9116

Carl L. Schneeman, PE  
[Carl.schneeman@walkerparking.com](mailto:Carl.schneeman@walkerparking.com)  
o - 952.595.9116

Heather Anderson, Administration  
[Heather.anderson@walkerparking.com](mailto:Heather.anderson@walkerparking.com)  
o - 952.595-9116

**2.b. Years in Business**

LaSalle Development Group, Ltd.  
Since 1977 - 35+ years

Walker Parking Consultants  
Since 1965 - 48+ years

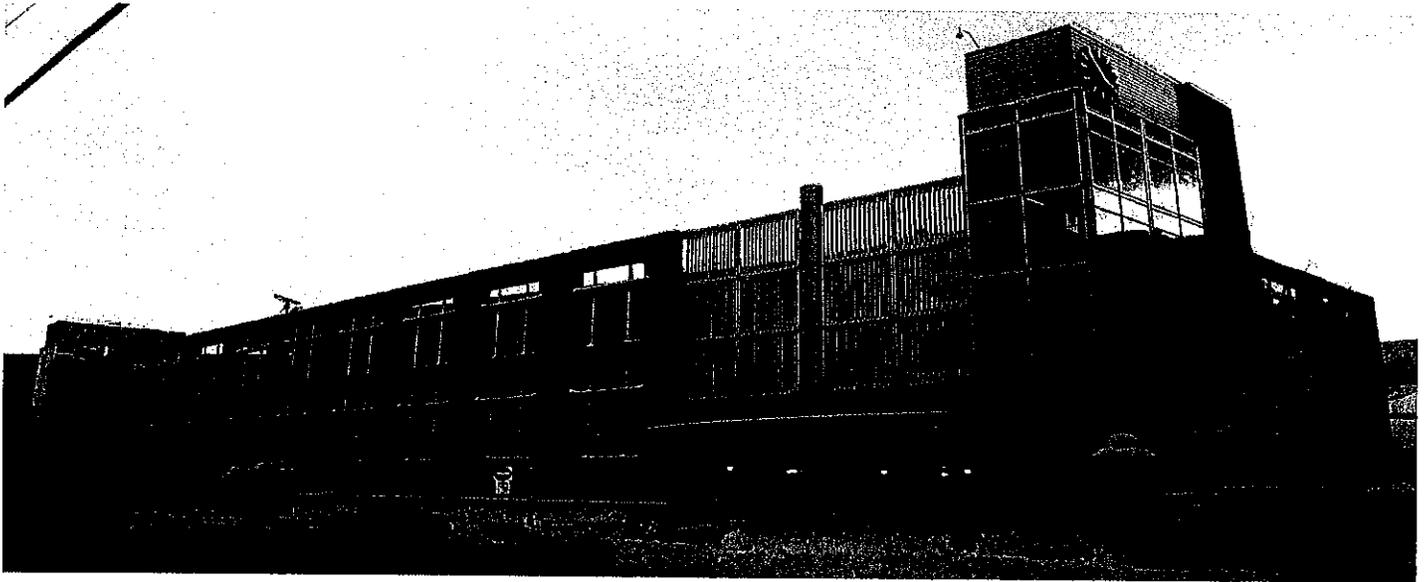
**2.d. Distance from Duluth**

Approximately 165 Miles, or 2 ½ hours by car.

## 2.e. Similar Projects

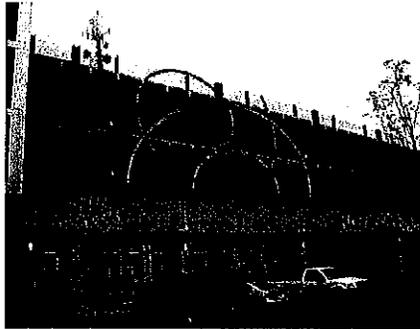
### **LaSalle Development Group Experience**

LaSalle Development Group has extensive and successful experience with a wide variety of projects with similar cost, complexity and demands of the Integrated Science and Engineering Laboratory Facility project. These projects are comprised of University of Minnesota projects including Weisman Art Museum Addition, McNamara Alumni Center and Addition, Mechanical Engineering Building Renovation and Addition, and Haecker Hall Renovation. LaSalle Development Group was also the Owner's Representative to a public/private partnership in the creation of University Enterprise Laboratories (UEL). We have worked as Owner's Representative for Bethel University with the design and construction of Brushaber Commons and Lissner Hall. In addition, we have worked on a more local level with the YMCA of Minneapolis in the following communities: Prior Lake, Elk River and Andover.

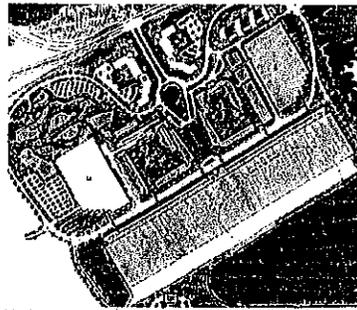


**The University Avenue Parking Ramp and Connectors** at the University of Minnesota. This project was bid and completed on schedule. The budget was \$11,000,000 and the total cost was \$11,000,000. There were some challenges with the two tunnels and a skyway that were part of the project. The ramp was constructed for parking at the new McNamara Alumni Center, the Aquatics Center, and Williams Arena. The parking ramp has four levels with 521 parking spaces. The two tunnels connect the ramp with surrounding buildings with one of the tunnels being over 300' long. There is also a skyway that was constructed to the Washington Avenue Ramp and a campus hotel.

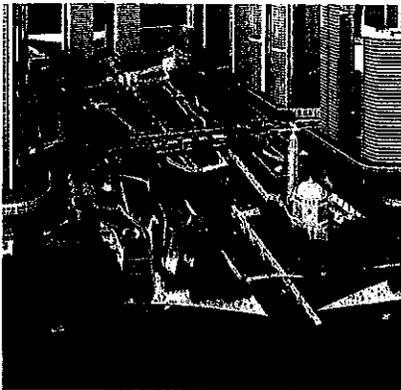
# MIXED USE DEVELOPMENTS



LEGACY PLACE, DEDHAM, MA  
DEVELOPER: W/S DEVELOPMENT ASSOCIATES, LLC



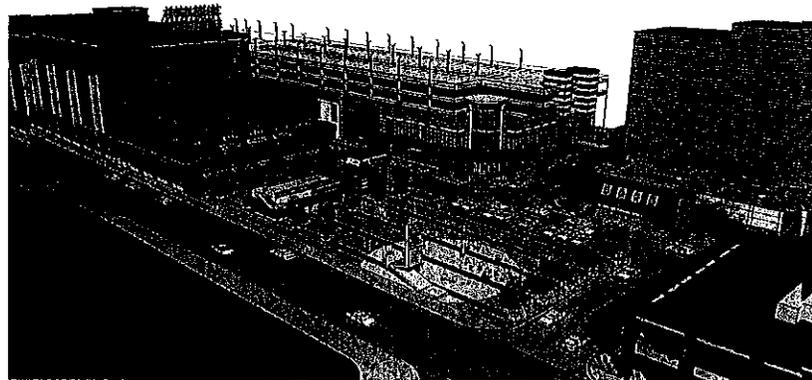
WORLD EXPO CENTER, KISSIMEE, FL  
DEVELOPER: OSCEOLA TRACE DEV.



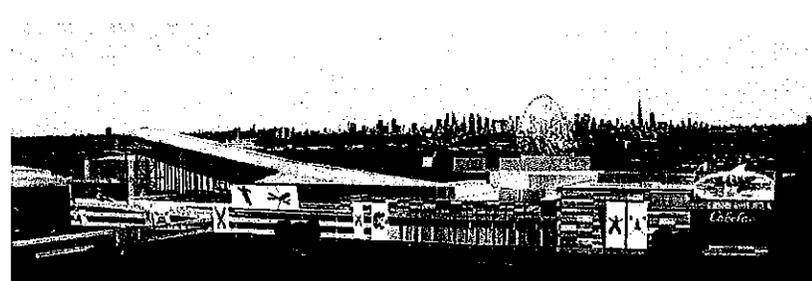
SHAMS CENTRAL PARK DEVELOPMENT  
ABU DUBAI, UAB  
DEVELOPER: UNKNOWN



WESTWOOD STATION DEVELOPMENT,  
WESTWOOD, MA  
DEVELOPER: A JOINT DEVELOPMENT OF  
CABOT, CABOT, AND FORBES; NEW  
ENGLAND DEVELOPMENT; AND THE  
COMMON FUND



BAKERY SQUARE, PITTSBURGH, PA  
DEVELOPER: WALNUT CAPITAL



MEADOWLANDS XANADU DEVELOPMENT, EAST RUTHERFORD, NJ  
DEVELOPER: MEADOWLANDS DEVELOPMENT

Combining retail, residential, commercial, and office space, mixed-use developments are becoming an increasingly popular method of utilizing space efficiently in densely populated areas. Having completed more than 150 parking projects for these types of developments since 2000, Walker Parking Consultants is an industry leader in providing design and consulting services for mixed-use garages.

In addition, Walker has worked on countless garages for retail, residential, commercial, and office projects. Combining our knowledge from each of these market segments allows us to ensure that the parking needs of a mixed-use development are met. Our experienced staff will communicate with the developer and the architect to fully understand the vision for the development, guaranteeing that parking is easily accessible for a wide variety of users.

Walker is dedicated to providing clients with cutting-edge solutions to their parking issues. For mixed-use developments, our wide range of services allows us to minimize cost while maximizing space. For example, a shared-use analysis performed by our Studies Group can be conducted at the start of a project to verify that parking areas are being accurately designated. Making sure that parking layout and design is correct from the beginning can save a client thousands of dollars.

### 3. Schedule of Fees

LaSalle Development Group/Walker Parking Consultants will provide full owner representation services for the financial, design, bidding, and construction of the Corporate Office Tower, Parking Ramp, and Skywalk project. Based on our understanding of the RFP, the summary of our services will include:

- be an active participant in program development and any value engineering process, which will culminate in a project that meets both your design and budget objectives
- assist in the bidding and selection processes of design and construction firms
- attend design and construction meetings with the design and construction teams professionally representing the City of Duluth and insuring the distribution of accurate and timely meeting minutes
- assist in the creation and tracking of project budgets (both public and private) and detailed construction completion schedules
- regularly submit project cost tracking reports to the City of Duluth formatted to meet your financial reporting goals and objectives
- represent the City of Duluth as your advocate, lending our professional experience and expertise in all matters relating to design, construction, budget, and timeframes

#### **Proposed Fee and Schedule**

Our proposed fee encompasses full owner's representation services and would be split over the phases of the project as follows: Design 60%, Bld 5%, and Construction 35%. The fees would be paid monthly and have a maximum cap of 2% (or \$340,000) of the publicly funded portion of the project. We have made assumptions that the total development time frame would not be more than 2 years in length and that the final fee will be negotiated. Our hourly rates are as follows:

Principal	\$225
Project Manager and/or Engineer	\$175
Project Operations/Tech	\$125
Project Financial/Accounting	\$75
Project Assistant	\$50

#### **Reimbursable Expenses**

Our monthly reimbursable expenses are estimated to range from \$500 - \$1,000 per month, primarily covering mileage costs for travel. Any exceptional travel expenses (out of state travel and lodging, for example) would be in addition to this monthly estimate.

#### 4. Owner Agent Background

LaSalle Group and Walker Parking have provided Owner Project Management and Representative services on numerous projects involving high traffic volume, integrated parking garages, multiple ownership interests, multiple funding sources, and complimentary, but conflicting, governmental agency permitting processes. These projects have included work for the institutional clients, private entities, and governmental clients for housing, educational, and casino/entertainment complexes.

The types of issues that can be encountered are in various realms.

- Legal Issues – A project of this type will require an understanding of the 3 dimensional legal descriptions that will be required to define the various ownership interests. The lender's requirements for the funding of the various pieces of a project of this type will require definition and significant coordination between the various ownership entities to create satisfactory solutions. Issues of air rights, ownership, and funding of improvements for the construction and connections of the skyways will provide opportunities for conflicts.
- Funding Issues – The involvement of grants, public funding, and private equity and mortgages will require negotiation to determine which source will provide for the costs of joint improvements, such as footings and foundations. This will require agreement amongst the various owners and lenders of how costs are assumed or shared. Once agreements are reached the contracting accounting for such improvements will require oversight so as not to run afoul grant regulations or financing covenants.
- Construction Issues – Depending upon the requirements of the grants, other public funding, and the private financing there will be significant potential for conflicts and coordination between the entities that will assume the construction roles for the project. Not only will this include areas of responsibility, but issues of liability (short and long term) and insurance that must be addressed.

LaSalle/Walker has provided project programming, design team selection/management, contract negotiations, construction pricing negotiations, and construction oversight services to numerous owners – governmental, institutional, public/private, and private. We have done this work utilizing multiple funding sources, ownerships, governmental agencies, and contractors. While we have done a significant number of "bid" projects the majority of our work has been with negotiated construction contracts. We have also acted as owner in a significant number of projects

## 5. Owner Agent Approach and Experience

Our approach to this project is based in the over 80 years of combined project development and management experience of the two principals of the firms. We will approach this project as follows, while constantly varying the responses and follow-up activities based upon the information obtained.

The initial activity will be that of a series of meetings with the various stakeholders to obtain an understanding of the project, the goals and objectives of each of the stakeholders, the given and potential funding sources, the desired project schedule, obtain an understanding of the grant and intended funding sources, and the anticipated responsibilities of the City of Duluth. From this we can create a summary of the issues for the City to ensure LaSalle and the City are of the same understanding. This summary will include our initial analysis of the potential problems and conflicts.

Investigation of the physical site to understand potential site issues (drainage, soils conditions, site survey requirements, geotechnical investigation, potential of hazardous materials, archeological issues, utility issues, etc), traffic patterns, or other issues that could effect the project design and construction. This will serve as a baseline for the preparation of a plan to approach each of these site related issues. From this analysis we can identify what, if any issues, could affect the project schedule, potentially required improvements that could result in needs for additional funding, and develop a plan for approaching any identified problems.

Investigate permitting and entitlement issues. This process will allow us to identify all the potential governmental agencies (local, state, and federal) that may have an interest in the project. We will work to determine the environmental requirements of a project of this type and size. Again, from this analysis we can identify the issues that could affect the project design, schedule, or financing.

Develop and evaluate alternative functional designs for the parking structure. This will be accomplished by the following: internal vehicle circulation, efficiency (SF per car), overall dimensions, location of entrances and exits, retail and other mixed-use space, provision for drop-off area, provision for skywalk connection, and provision for vertical office space. Determination of active and passive security features and the security level to be included in the parking structure. Review life cycles and costs of various lighting options. The merits and estimated costs of each scheme can then be reviewed by the City for selection of the preferred functional design.

From these beginning activities we can then create schematic drawings defining the projects circulation, layout, stair/elevator locations, dimensions, graphics, shear wall locations, and typical for structural, mechanical, and electrical systems; developing a plan of attack to implement the project plan. We will then make recommendations to the City on how to approach each issue, develop a schedule of activities, and prepare to implement the plan once approved. This plan will require constant adjustment as

actions occur and negotiations with the various entities and entry of the financing sources bring new twists and turns to the process.

For the actual design and construction activities, LaSalle can assist the City in the development of the project program, selection and management of the design consultants, coordination with involved governmental agencies, bid/negotiation of the construction, and oversight of the construction process. Normal activities will include but not be limited to attendance at regularly scheduled construction meetings, construction administration, change management, monthly draws, punch list, warranty, and final project closeout issues. If so desired, LaSalle can provide full-time on-site construction representation and complete construction accounting for the project.

LaSalle Group and Walker Parking: A Joint Venture is unique from the vast majority of owner's representative and engineering firms in that it brings a complete package of services for a project of this type. LaSalle has always provided a complete menu of project management services. Although not all of these services will be required for this project, by example we have assisted owners from the stage of site identification, acquisition, obtaining of land entitlements and permits, project design/cost management, contract negotiations, obtaining and negotiating project financing, government financing/grant program applications and negotiations, and construction oversight. The complexities of this project will be in the pre-construction phase. LaSalle will bring these past real estate development experiences to this project to assist the City in the complexities of not only the design/finance/construction of its portion of this project, but will be able to assist the City in its negotiations with the selected developer/owner for the office complex to be constructed on top.

## **6. Current Workload**

The firm has other projects in progress at this time, and has the capacity to add this project to its portfolio. The unique quality LaSalle Group has is the principals have worked together for over 40 years and have developed a system of jointly working together on projects. At all times they keep each other informed on all projects, share the work based upon their specialty skill sets, and are able to interchangeably manage and oversee projects. Any distractions created by other project activity will be handled, if not by one of our staff members, without interruption to the processes of this project for the City.

## **7. Special Training**

All professional developers must hold a real estate broker's license. Thomas W. LaSalle holds a Minnesota Broker's license and frequently takes continuing education to keep this license current. Mr. LaSalle has also obtained the Certified Property Manager designation from the Institute of Real Estate Management. LaSalle is a member of the Minneapolis Area Association of Realtors, National Association of Realtors, and a local and national member of the Institute of Real Estate Management.

## 8. Legal Proceedings

There are no on-going legal proceedings nor are there any pending legal proceedings filed by an owner or contractor for any project we have been part of as an Owner agent in the past five years for either LaSalle Development Group or Walker Parking Consultants.

## 9. References

Bob W. Baker, Director  
Parking and Transportation Services  
**University Of Minnesota - Twin Cities**  
511 Washington Avenue SE  
Minneapolis, MN 55455  
612.626.7275  
[Baker006@umn.edu](mailto:Baker006@umn.edu)

LaSalle Group

Mr. Greg Finstad  
Former Director of Transportation,  
**City of Minneapolis**  
SHORT ELLIOT HENDRICKSON  
100 North 6th Street, Suite 710C  
Minneapolis, MN 55403-1515  
612.758.6735  
[gfinstad@sehinc.com](mailto:gfinstad@sehinc.com)

LaSalle Group & Walker Parking

Tim Hickman  
**Substance Architecture**  
1300 Walnut Street, Suite 201  
Des Moines, Iowa 50309  
Voice: 515.243.4407  
Fax: 515.243.4692

Walker Parking

## 10. Unique Qualifications

LaSalle Development Group/Walker Parking Consultants bring the unique combination of an experienced owner's representative and the nation's leader in parking consulting. We are experienced in every facet of the project from the most technical design issue to the intricacies of State Bond financing.

## 11. Insurance Requirements

LaSalle Development Group and Walker Parking Consultants can and do meet all of the City of Duluth Indemnification and Insurance Requirements.

**Professional Profile**  
**THOMAS W. LASALLE**

Thomas LaSalle has more than thirty-five years development, financing, consulting, construction, and management experience acquired primarily through his three privately-held corporations--LaSalle Development Group, Ltd., Tapestry Management LLC, and TASK Home Services LLC.

LaSalle Development Group provides owner's representation consulting services to diversified clients across the nation that include universities, colleges, schools, religious communities, health care centers, profit and non-profit companies, and Native American gaming operations. Recent projects include owner's representation for Bethel University; University Enterprise Laboratories; Marquette Plaza; Children's Theatre Company; the University of Minnesota's McNamara Alumni Center, Scholar's Walk, Gateway Plaza, Mechanical Engineering Building, and Haecker Hall; Colonial Church of Edina; Running Aces Harness Track; Dominican Sisters in Columbus Ohio; the Monastery and related buildings for the Nauvoo Benedictine Sisters; and Little Earth of United Tribes Housing Corporation. LaSalle Development Group acted as development coordinator for Edinborough, an innovative and distinctive 26-acre multi-use project in Edina, Minnesota.

LaSalle Group has developed over 5,000 units of housing, 1,000,000 square feet of office and retail. Recently LaSalle served as owner's representative for the Red Hawk Casino, Four Winds Casino Resort, Cimarron Casino, and the Turtle Lake Casino Danbury. All are Native American projects. The firm was also the project development manager and owner's representative for the Running Aces Harness Track in Minnesota.

Tapestry Management directs the property portfolio of more than \$50 million located primarily in the central and north central regions. Broadly diversified, LaSalle operations involve more than 75 employees who support 300,000 square feet of office and commercial space, and more than 1,500 residential units. Annual revenues exceed \$10 million. Tapestry Management is a member of the Minnesota Association of Cooperatives and the Midwest Assisted Housing Management Association.

Active in the industry and community, Mr. LaSalle is a licensed Certified Property Manager® and real estate broker in Minnesota and Illinois. Currently he is a member of the Institute of Real Estate Management® and serves on the Aquatennial Ambassador Organization Board. Throughout the years, Thomas LaSalle has served and held positions on the Boards of Drake Bank, the University of Minnesota Alumni Association, the Gateway Corporation, the University YMCA, Sobriety High School, the Minnesota Multi-Housing Association, and the National Apartment Association, as well as coaching various teams for his five children. Mr. LaSalle holds a B.A. degree from the University of Minnesota.

**TERRENCE A. HAKKOLA, P.E.**  
VICE PRESIDENT / PARKING SPECIALIST



**WALKER**  
PARKING CONSULTANTS

**T**erry Hakkola is a well-known Parking Specialist with a comprehensive knowledge of parking consulting, planning, functional design, economic feasibility, durability engineering, structural design, restoration and construction cost control. He has been with Walker since 1982 and is the Managing Principal of the Minneapolis office.

Terry has been the "Parking Designer" on numerous projects throughout Minnesota, Iowa, Nebraska, the Dakota's, and Wisconsin. He has served as the Project Manager for many of the large parking projects designed by Walker over the past thirty years. His track record for construction cost control is second to none, as is his concern for a quality structural system on every project.

Terry's main goal is to satisfy every client requirement. He has project experience with airports, universities, hospitals, municipalities, and private developers. Terry also works closely with many well-known architectural clients in the planning and programming phase of a project.

**Education:**

Bachelor of Science in Civil Engineering  
Michigan Technological University, 1973

**Professional Affiliations:**

International Parking Institute member  
Minnesota Association of Parking Professionals  
Minnesota Concrete Council  
Society for College & University Planning  
Urban Land Institute

**Registrations:**

Registered Professional Engineer in Minnesota  
(Registration # 13147), Iowa, Nebraska, Michigan,  
North Dakota and South Dakota.

**Publications / Presentations:**

"How Parking and Transit Shape the City" ..... IPI 2009  
"How Parking and Transit Shape the City" ..... APA 2008  
Functional Design..... Kiewitt 2004  
Parking Basics..... Metro Transit 2003  
"New Demands Mean Redefining Center Parking" ..... Carlson Re  
Functional Design..... Opus 2001  
Parking Geometrics..... MAPP 2001  
"Mayo Clinic Parking Ramp" ..... Construction Bulletin 1992  
"Parking Expansion at Washington National" ..... Parking 1992

**Representative Projects:**

Kenrick Avenue Park & Ride  
Metropolitan Council -  
Metro Transit  
Lakeville, MN  
Structural, Functional  
747 space parking structure,  
2009

I-35W & County Road C Park  
& Ride  
Metropolitan Council -  
Metro Transit  
Roseville, MN  
Structural, Functional  
461 space parking structure,  
2009

28th Avenue Park & Ride  
Metropolitan Council -  
Metro Transit  
Bloomington, MN  
Structural, Functional  
1,441 space parking  
structure, 2008

County Road 73 & I-394  
Park and Ride  
Metropolitan Council -  
Metro Transit  
Roseville, MN  
Structural, Functional  
732 space parking structure,  
2007

West End Parking Facility  
Saint Louis Park,  
Minnesota  
Parking Consulting  
4,000 space parking  
structures, Not yet Completed

Bottineau Boulevard BRT  
Metropolitan Council -  
Metro Transit  
Brooklyn Park, MN  
Structural, Functional  
566 space parking structure,  
2006

Edina 49½ Ramp Addition  
and Waste Management  
Facilities  
Edina, MN  
Prime Design, 111 space  
vertical and horizontal  
expansions, 2000

Mall of America  
Bloomington,  
Minnesota  
5,703 space parking  
structure, 1992  
6,085 space parking  
structure, 1992  
Prime Consultant

Mall of America Phase II  
Bloomington, Minnesota  
6,900 space parking  
structure, 2006  
Preliminary, Development,  
Conceptual, Functional Design

**Professional Profile**  
**RICHARD C. BIENAPFL**

Mr. Bienapfl started in business in 1970 as a staff developer for the Bor-Son Building Corporation in government assisted housing programs completing over 3,000 units of multifamily housing. This included two years for the company in Baltimore, MD as the primary development and construction representative for a \$23 million, 1,000 unit public housing turnkey project, the largest project ever built under this program.

In 1978 he became a partner in LaSalle Development and Management, then known as Realty Development Services, Inc. and Realty Management Services, Inc. developing, leasing, selling, and managing multi-family housing, office, and retail projects for investors and for its own account, including new construction and substantial rehabilitation of historic structures and adaptive reuse of buildings. During his tenure he was responsible for the development of approximately 3,000 units of multi-family rental and sale units, 200,000 sf of office space, and over 100,000 square feet of retail.

In 1982 he formed the Waterford Development Group, Inc. to development and construct hotels, multi-family housing, retail, childcare facilities, and offices. In 1991 he began consulting for Grand Casinos, Inc in the development of hotels and performing site due diligence.

In 1993 he became Vice President of Development for Grand Casinos, Inc. and developed Grand Casino Tunica from the ground up including 1,400 hotel rooms, 392,000 sf floating casino, 62,000 square foot convention center, 200 space RV park, Hale Irwin Golf Course; 1,700 hotel rooms added to Grand Casino Biloxi and Grand Casino Coshatta, numerous remodeling projects to all of Grand's 7 properties, event/theater facilities, childcare facilities, spas, health clubs, restaurants, sporting clays facility, major site infrastructure, and governmental agreements. In 2000 the company was reconstituted as Lakes Entertainment, Inc. As Vice President of Development and Construction he went on to complete the two largest greenfield Native American casino resort projects ever built.

Currently as a principal of LaSalle Development Group and its sister companies he is involved in casino projects in Nebraska and Maryland and is assisting New Horizon Kids Quest, a hourly childcare provider in a major expansion of their business.

In addition to oversight of design and construction, his experiences have included extensive state and federal environmental team oversight, selection and management of legal teams to dispute environmentalists' law suits, management of Native American fee to trust applications, and lead major negotiations for development agreements between disputing parties.

CARL L. SCHNEEMAN, P.E.

PROJECT ENGINEER



**WALKER**  
PARKING CONSULTANTS

Carl Schneeman is a Project Manager and structural engineer responsible for management, conduct and quality of projects, as well as structural design, specification preparation, contract document coordination. His experience includes design of post-tensioned concrete structures, masonry structures, and steel frame and joist structures.

Carl has an extensive background in structural design, testing and construction, leading the design and construction of projects ranging in size from 177 parking spaces to over 1,500 spaces. Prior to joining Walker, Carl worked at Opus Northwest Construction and the MSI General Corporation where he was responsible for construction management and structural engineering duties on a wide array of commercial, educational and residential projects.

In addition to new design projects, Carl has designed vertical and horizontal expansions of numerous existing parking structures, and has also performed structural investigation, testing and evaluation, and design of structural repair and rehabilitation for older structures.

Complementing his structural design knowledge, Carl is also well-versed in Walker's consulting services. He has performed parking supply/demand studies for many types of organizations including complex medical and university campuses, developing parking studies to plan for implementation of parking capacity recommendations with Master Planning and future project development.

He also possesses a detailed knowledge base of lighting design and energy efficiency for parking structures. Working with existing lighting systems, Carl has performed many lighting studies to assess lighting adequacy, risk mitigation, and energy efficiency optimization to improve patron perception and sustainable design of structures.

Carl has the capability and responsibility to carry a project from conception to completion and is well versed in our internal QA/QC program.

**Education:**

Bachelor of Science in Civil Engineering  
Marquette University, 2004

Master of Science,  
Marquette University, 2006

**Professional Affiliations:**

American Society of Civil Engineers  
Minnesota Concrete Council, Board of Directors  
Minnesota Association of Parking Professionals  
National Society of Professional Engineers

**Registrations:**

Professional Engineer, Minnesota #46638

**Representative Projects:**

University of Nebraska  
Lincoln Mixed Use Parking  
Facility  
Lincoln, NE  
Structural Functional  
Mixed Use building with 1,608  
parking spaces, 2014  
Design-Build

Eppley Airfield Parking  
Facility Expansion  
Omaha, NE  
842 space structure  
expansion, 2007  
2400 space parking study,  
2007

Kenrick Avenue Park & Ride  
Metropolitan Council -  
Metro Transit  
Lakeville, MN  
Structural, Functional  
747 space parking structure,  
2009

I-35W & County Road C Park  
& Ride  
Metropolitan Council -  
Metro Transit  
Roseville, MN  
Structural, Functional  
461 space parking structure,  
2009

28th Avenue Park & Ride  
Metropolitan Council -  
Metro Transit  
Bloomington, MN  
Structural, Functional  
1,441 space parking  
structure, 2008

SW Transit - Chanhassen  
Station  
SouthWest Transit  
Chanhassen, MN  
Prime Design  
425 space parking  
facility, 2011

SW Transit - East Creek  
Station  
SouthWest Transit  
Chaska, MN  
Prime Design  
675 space parking  
facility, 2013

610 & Noble Park & Ride  
Metropolitan Council -  
Metro Transit  
Brooklyn Park, MN  
Structural, Functional  
514 space parking facility,  
2013

University of Northern  
Iowa Multi-modal  
Transportation Facility  
Cedar Falls, IA  
Structural, Functional  
587 space parking structure,  
2009

# MALL OF AMERICA PARKING FACILITIES

BLOOMINGTON, MINNESOTA



**WALKER**  
PARKING CONSULTANTS



### Parking Data:

Number of Spaces East Facility	6,085
Number of Levels East	7
Number of Spaces West Facility	5,703
Number of Levels West	7

### Construction Data:

Cost	
Completion Date	1992

### Structural Features:

Precast concrete columns, beams and spandrel panels  
Precast, pretopped double tees for floor system  
Drilled piers

### Walker Parking Consultants' Services:

Prime Designer/Engineer of Record

### Client Reference:

Mr. Kurt Hagen  
Mall of America  
60 East Broadway  
Bloomington, MN 55425  
Voice: 952.883.4879  
Fax: 952.883.8866

**W**alker Parking Consultants was selected to design two multi-level parking facilities totaling almost 12,000 spaces for the Mall of America in Bloomington, Minnesota. Walker was responsible for the engineering and architectural design of the parking facilities and surface lots. The Mall of America is the largest shopping and entertainment mall in the United States. The 78-acre site contains a 4.5 million square foot retail-entertainment facility. In addition to four major department stores, 400 specialty shops, 1,000 hotel rooms, and 16 theaters, there is a 300,000 square foot family entertainment area in the center of the mall. The immense size of each parking structure presented many unique design and construction challenges. Logical and comfortable functional layouts and signage, four entry lanes on sloping express ramps, and skywalk connections all provide parker and pedestrian feasibility. A transit center has been provided at grade within the facility to accommodate large buses. Ten bus stalls are provided in addition to staging and loading areas. Technical details such as snow removal, fire protection, vehicle counting, and drainage take on a new dimension because of the size.

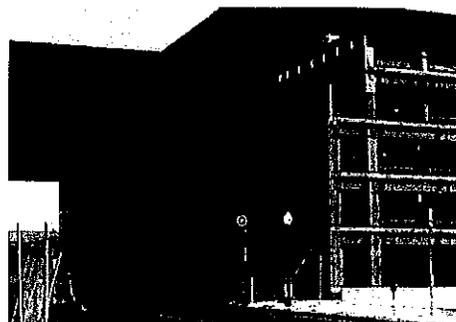
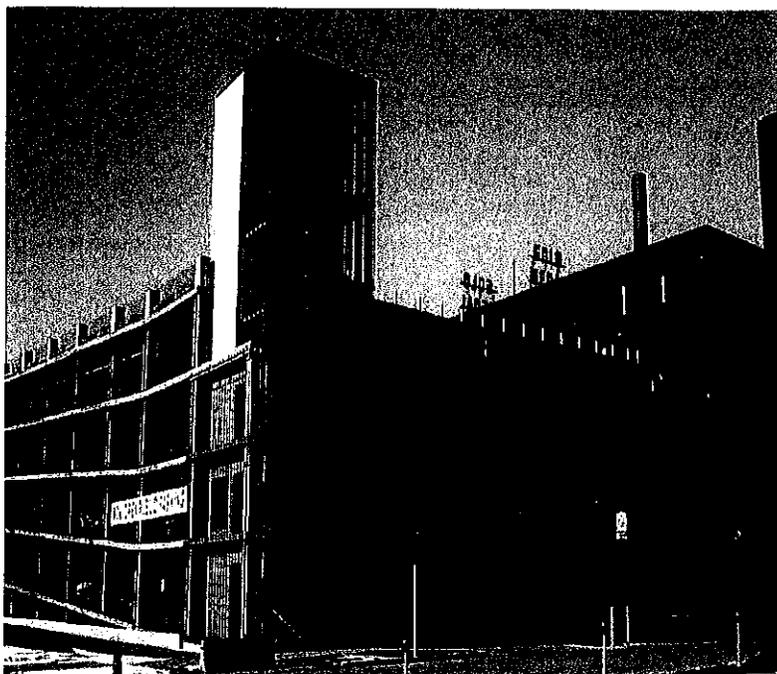
Precast concrete columns, beams and spandrel panels are used for the structural frame with precast, pretopped double tees for the floor system. These components provided a cost effective, durable structure and permitted construction to continue during Minnesota's infamous winter months.

# GUTHRIE THEATRE MILL QUARTER DISTRICT

MINNEAPOLIS, MINNESOTA



**WALKER**  
PARKING CONSULTANTS



The Guthrie District Parking Facilities is a city owned parking facility constructed across the street from the new Guthrie Theatre in Minneapolis, Minnesota. Located on the corner of 9<sup>th</sup> Avenue and 2<sup>nd</sup> Street, it provides 996 parking spaces on 7 levels.

There were two driving concerns in the functional design of this facility. First, it had to serve as a daily use parking facility for the area. Second, it needed to function as an event parking facility for the Guthrie Theatre as well as for the Humphrey Metro Dome located just a few blocks away. The facility also needed to incorporate a truck dock and freight elevator for the scene shop above a portion of the parking area. The vehicle access on the 2<sup>nd</sup> Street side of the facility was designed to operate as both entry lanes and exit lanes. This was accomplished with the use of added signage and parking control equipment.

The parking facility has two levels below grade and five levels above grade. There is a scene shop for the Guthrie located at the fourth level of the ramp and connects to the theatre with a bridge large enough to transport the scenery from the shop to the three stages located in the theatre. The ramp structure is cast in place post tensioned concrete. The facility has a complete revenue control system all connected to the Central Parking Office for the City of Minneapolis. A state of the art security system including cameras and intercoms is included and tied to the Central Parking Office as well.

### Parking Data:

Number of Spaces	996
Number of Levels	7

### Construction Data:

Cost Estimate	\$21,000,000
Completion Date	2005

### Structural Features:

- Cast-in-place concrete structural system
- Post-tensioned slabs and beams

### Walker Parking Consultants' Services:

- Functional Design/Parking Consulting
- Structural Engineer
- PARCS Design/Consulting
- Signage Design/Consulting

### Client Reference:

Architectural Alliance  
400 Clifton Avenue South  
Minneapolis, Minnesota 55403  
Voice: 612.874.4122  
Fax: 612.8741.7212

**MAYO CLINIC EMPLOYEE BLOCK 4 PARKING RAMP**  
ROCHESTER, MINNESOTA



**Parking Data:**

Number of Spaces	804
Number of Levels	8

**Construction Data:**

Cost Estimate	\$12,063,000
Completion Date	2008

**Structural Features:**

Cast-in-place post-tensioned concrete structural system  
Drilled Pier foundation system

**Walker Parking Consultants' Services:**

Prime Designer/Engineer of Record

**Owner Reference:**

Shawn Pastika  
Mayo Clinic Rochester  
200 First Street SW  
Rochester, MN 525905  
Voice: 507.284.3113  
Fax: 507.284.2268

The Block 4 Parking Facility is the latest addition to the Mayo Clinic's growing list of parking facilities. The parking structure includes numerous features for the employees' comfort and convenience such as: a fully heated and air conditioned stair/elevator tower, and a pedestrian sub-way to the extensive network covering the clinic's campus.

The architectural treatment consists of sandblasted pre-cast panels with a glass curtain wall system on the stair/elevator tower. Two machine room-less elevators are used in the elevator tower. This eliminates the need for a machine room on the top of the tower thus improving the appearance and reducing the cost.

The east side of the facility is landscaped to create a park-like area measuring 40 x 265 feet. This provides an attractive area for patrons of the adjacent motel which shares the block with the parking structure.

# MCCARRAN AIRPORT TERMINAL 3 PARKING STRUCTURE

LAS VEGAS, NEVADA



**WALKER**  
PARKING CONSULTANTS



## Parking Data:

Number of Spaces 5,954  
Number of Levels 8

## Construction Data:

Cost \$108,362,309  
Completion Date 2011

## Structural Features:

Cast-in-place post-tensioned  
concrete structural system  
Caissons/drilled pier foundation  
system

## Sustainable Features:

Steel shade canopy roof shade  
structure designed for future  
solar panels  
Efficient use of building  
materials

## Walker Parking Consultants' Services:

Prime Designer/Engineer of Record

## Owner Reference:

Randall H. Walker, Director of  
Aviation  
McCarran International Airport  
Clark County Department of  
Aviation  
5757 Wayne Newton Boulevard  
Las Vegas, NV 89111-1005  
Voice: 702.261.5211  
director@mccarran.com

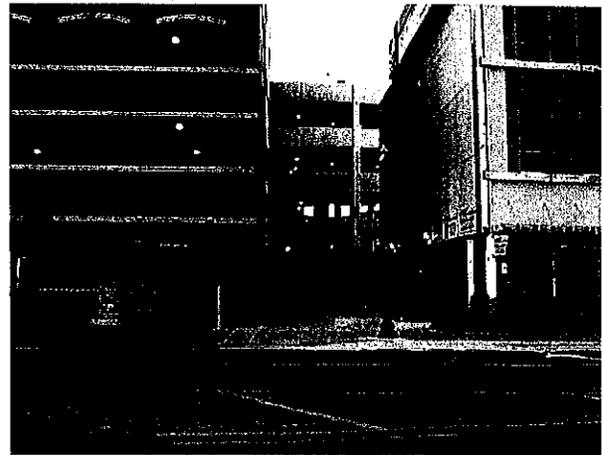
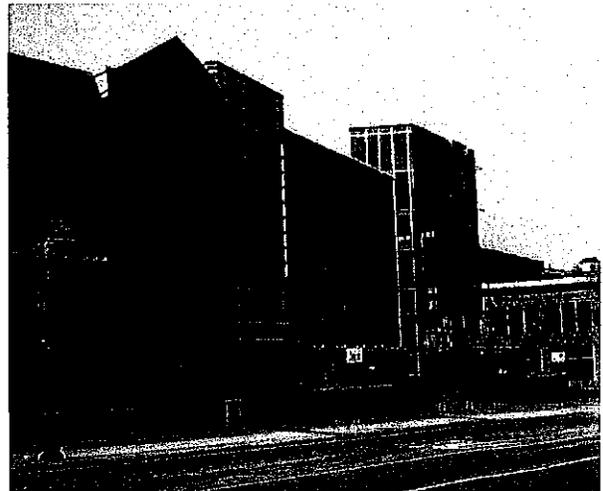
*Received the 2012 Award of Merit  
from the International Parking  
Institute*



The new 6,000 space parking structure was the fourth designed by Walker at McCarran Airport and was part of a multi-billion dollar airport expansion project that included a new terminal building, central utility plant, roadway, and infrastructure system.

The design team, led by Walker Parking Consultants, provided planning and design for the parking garage, exit toll plaza and parking office building. Walker coordinated the design efforts of thirteen consultants and interfaced seamlessly with the owner, owner's representative, and the design teams for the other ongoing, concurrent, related design projects.

The parking structure is accessed at several locations on several levels both by pedestrians and vehicles. There are 9 stair/stair-elevator towers, 3 pedestrian bridges, and 5 vehicular bridges that interface with the parking garage structure. Walker's expertise in functional design, project management, structural engineering, and experience working on large scale, multi-disciplinary type parking projects was critical to the planning and design phases



The parking structure is part of a mixed-use facility servicing retail, residential, employee, and cinema. The structure is above residential and cinema areas that are located within the footprint of the structure. The floor plates are all generally flat so there is good visibility. Functionally, there is angled parking with one-way traffic flow. The circular helix ramping system is two-way traffic. The pedestrian bridge connects to another parking structure across the street. Durability features include epoxy coated reinforcement, air entrained concrete, low water/cement ratio, and traffic bearing waterproofing membrane over occupied spaces. One reversible exit lane includes a pay-in-lane machine in addition to a cashier booth.

**Parking Data:**

Number of Spaces	500
Number of Levels	5

**Construction Data:**

Cost Estimate	\$13,000,000
Completion Date	October 2006

**Structural Features:**

- Cast-in-place concrete structural system
- Pile foundation system

**Walker Parking Consultants' Services:**

Prime Designer/Engineer of Record

**Client Reference:**

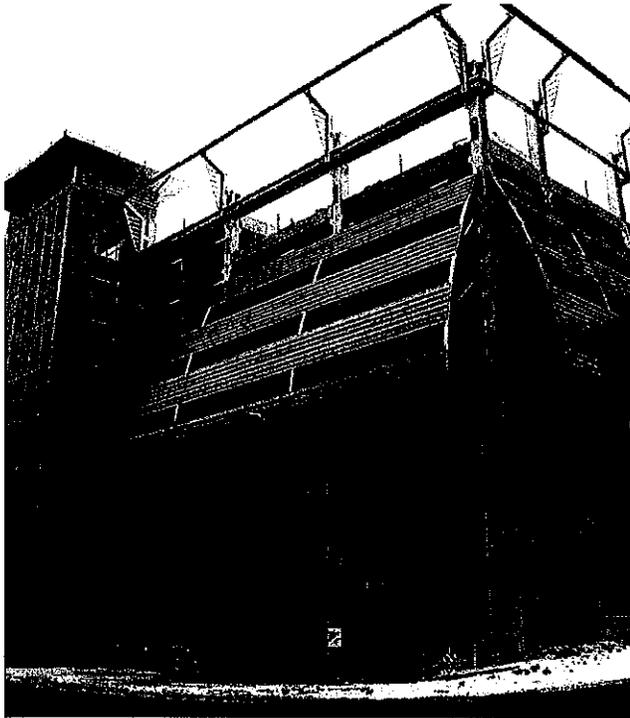
Jerry Stiffler, Developer  
 Ramp 3 LLC  
 8120 Moorsbridge Road  
 Portage, MI 49024  
 Voice: 269.323.3500  
 Fax: 269.323.3768

# PRINCIPAL PARKING STRUCTURE

DES MOINES, IOWA



**WALKER**  
PARKING CONSULTANTS



## Parking Data:

Number of Spaces	1,730
	+42 Motorcycle spaces
Number of Levels	9

## Construction Data:

Cost Estimate	\$28,000,000
Completion Date	2009

## Structural Features:

- Precast pre-stressed concrete structural system
- Interior sheer walls
- Shallow perimeter beams with guardrail strand
- Design-Build Project Delivery Method

## Walker Parking Consultants' Services:

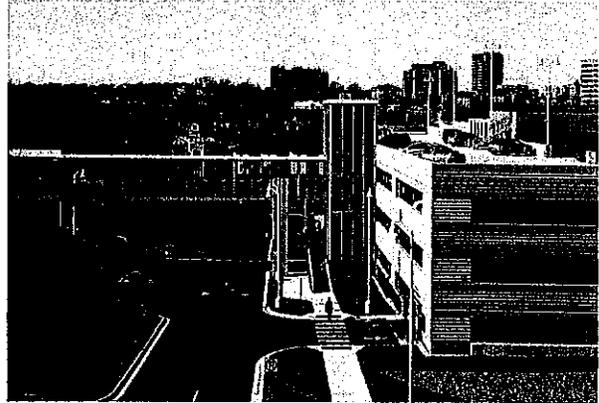
- Functional Design/Consulting
- Signage Design/Consulting

## Client Reference:

Timothy Olson  
SVPA Architects, Inc.  
1466 28<sup>th</sup> Street, Suite 200  
West Des Moines, IA 50266  
Voice: 515.327.5990  
Fax: 515.327.5991

The architectural philosophy of the Principal Parking Structure was to provide a clean, modern design incorporating dedicated pedestrian circulation through the structure. The project site is an entire city block downtown that steeply slopes toward the North. Use of a cantilevered walkway through the light court connects grade level on the North end of project with the skyway level at the South end. While providing a facility that feels very open and safe, access to the building can be tightly controlled with gates and security grillage all around the facility. Security officer booths have been placed at all vehicle entry and exit locations. Enclosing the stairs with full height glazing on the exterior, while being open to the parking areas, adds to the passive security features of the facility.

Passive security for the user is augmented by providing barrier strand bumper walls on all exterior and light court walls. The eleven strand guardrails are an efficient, durable and open means to contain the vehicles while maintaining open site lines. Without the use of traditional enclosure walls, bands of perforated metal panels provide a translucent facade to add texture, depth, and finish to the South and East elevations.



**Parking Data:**

Number of Spaces	1,492
Number of Levels	5

**Construction Data:**

Cost Estimate	\$22,500,000
Completion Date	August 2012

**Structural Features:**

- Precast pre-stressed concrete structural system
- Drilled pier foundation system

**Sustainable Features:**

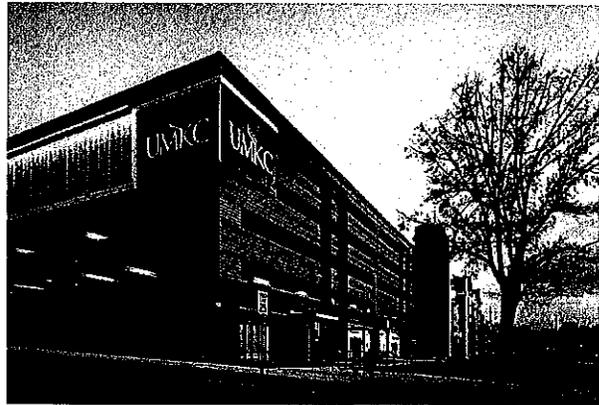
- Water efficient landscaping
- Optimal energy use
- Recycled content, regional and low-emitting materials

**Walker Parking Consultants' Services:**

- Functional Design/Parking Consulting
- Structural Engineering

**Client Reference:**

Craig Scranton  
BNIM Architects  
106 West 14<sup>th</sup> Street  
Kansas City, MO 64105  
Tel: 816.783.1500  
CScranton@bnim.com



The Cherry Street Parking Structure replaces an existing garage (Oak Street Parking Garage) and surface lot. This 5-level 1,492 space precast concrete parking structure provides parking for patrons of the performing arts venue and the student union. A pedestrian bridge connects the 3<sup>rd</sup> floor of the parking structure with the 3<sup>rd</sup> floor of Haag Hall. Included in the design was the relocation of the campus police station and mail facilities.

The new Cherry Street Parking Structure includes multiple sustainable features including the selection of water efficient landscaping, optimized energy usage, recycled content, regional materials and low-emitting materials. The team is also utilizing materials generated from the demolition of the existing garage and reusing a portion of the steel to make a site sculpture

## CURRENT AWARDS



**WALKER**  
PARKING CONSULTANTS

### WICKFORD JUNCTION

Wickford, Rhode Island

2012 Silver Award for Engineering Excellence from the American Council of Engineering Companies of Massachusetts

### NORTHWESTERN MEMORIAL HOSPITAL CHILDCARE CENTER AND PARKING FACILITY

Chicago, Illinois

2012 Design Excellence Award for Childcare Interior from the American Institute of Architects Chicago

### DUKE UNIVERSITY RESEARCH DRIVE PARKING GARAGE

Durham, North Carolina

2012 Award of Excellence New Parking Structure First Place from the Carolinas Parking Association

2012 Award of Excellence for Design from the International Institute of Parking

2012 Award of Merit for Sustainable Design from the International Institute of Parking  
LEED Certified

### MCCARRAN INTERNATIONAL AIRPORT TERMINAL T3

Las Vegas, Nevada

2012 Award of Merit for Design from the International Institute of Parking

### HALIFAX INTERNATIONAL AIRPORT PARKING STRUCTURE

Halifax, Nova Scotia, Canada

2012 Award of Merit For Design From The International Institute Of Parking

### CHESAPEAKE CAR PARK 2

Oklahoma City, Oklahoma

2012 Award of Merit for Design from the International Institute of Parking

### UNIVERSITY OF ARKANSAS GARLAND AVENUE PARKING STRUCTURE

Fayetteville, Arkansas

2012 Award of Merit for Design from the International Institute of Parking

### BAY ST. LOUIS DOWNTOWN PARKING GARAGE

Bay St. Louis, Mississippi

2012 Award of Merit for Sustainable Design from the International Institute of Parking

### GEICO GARAGE

Orlando, Florida

2012 Award of Excellence for Architectural Achievement from the International Institute of Parking

LEED Gold Certified

### LAWRENCE STREET PARKING DECK

Marietta, Georgia

2012 Award of Merit for Design from the International Institute of Parking

2012 Outstanding Achievement Award in Parking from the Georgia Chapter of ACI

### RIVERS CASINO GARAGE

Des Plaines, Illinois

LEED Gold Certified

### OGDEN ELEMENTARY SCHOOL

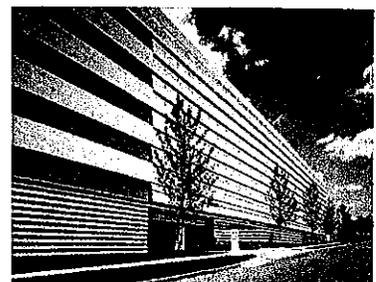
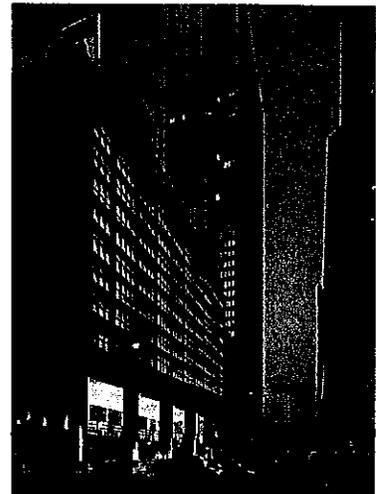
Chicago, Illinois

2012 New Construction Chicago Winner from the Union League Club, Chicago

### ASTELLAS SKYGAZER OFFICE BUILDING

Chicago, Illinois

2012 New Construction Chicago Winner from the Union League Club, Chicago



## PUBLICATIONS



**WALKER**  
PARKING CONSULTANTS

### **SHARED PARKING, Second Edition**

Mary S. Smith, P.E., Team Leader and Principal Author for this Urban Land Institute publication.

<http://www.uli.org/AM/Template.cfm?Section=Bookstore&Template=Ecommerce/ProductDisplay.cfm&Productid=1495>

### **ARCHITECTURAL GRAPHIC STANDARDS, Tenth Edition**

Mary S. Smith, P.E., contributing author to Chapter 1, General Planning and Design Data - Automobiles, Roads and Parking, Pages 103-115.

<http://www.amazon.com/Architectural-Graphic-Standards-Tenth-Book/dp/0471348163>

### **THE DIMENSIONS OF PARKING, Fifth Edition**

Chapter 1–Parking Studies, co-authored by Mary S. Smith & John W. Dorsett

Chapter 2–Parking Demand, co-authored by Mary S. Smith & John W. Dorsett

Chapter 3–Shared Parking, co-authored by Mary S. Smith & John W. Dorsett

Chapter 4–Zoning Requirements, authored by Mary S. Smith & John W. Dorsett

Chapter 7–Parking Geometrics, co-authored by Mary S. Smith

Chapter 8–Functional Planning and Design, co-authored by Victor M. Iraheta

Chapter 9–Accessibility and the Americans with Disabilities Act, co-authored by Mary S. Smith

Chapter 11–Structural Systems, co-authored by Victor M. Iraheta

Chapter 12–Wayfinding, co-authored by Victor M. Iraheta

Chapter 14–Lighting, authored by Donald R. Monahan

Chapter 15–Sustainable Design

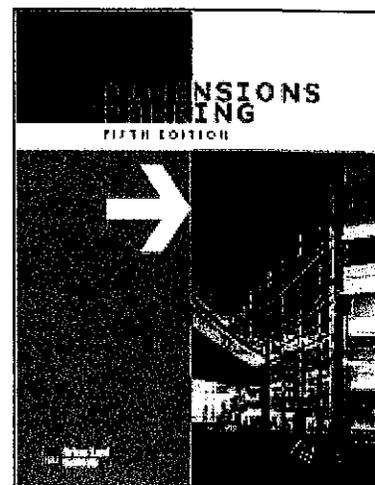
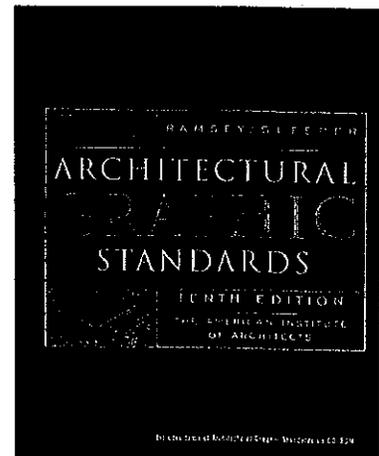
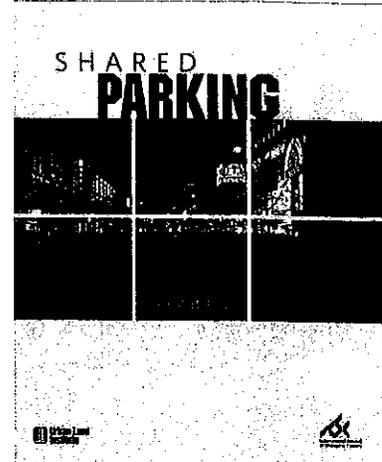
Chapter 16–Budgeting and Financial Analysis, co-authored by Victor M. Iraheta

Chapter 17–Project Delivery, co-authored by Victor M. Iraheta

Chapter 18–Automated Parking Facilities, co-authored by Donald R. Monahan

Chapter 22–Maintenance

[http://www.npapark.org/resourcecenter\\_publications\\_industryreference.php?l=us&u=n&continue=Continue](http://www.npapark.org/resourcecenter_publications_industryreference.php?l=us&u=n&continue=Continue)



## PUBLICATIONS

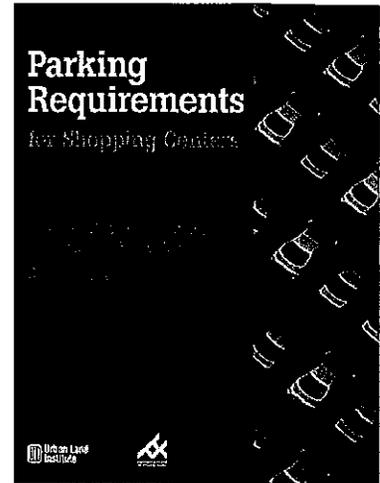


**WALKER**  
PARKING CONSULTANTS

### **PARKING REQUIREMENTS FOR SHOPPING CENTERS, Second Edition**

The data were collected, interpreted and reported by the study consultant, Walker Parking Consultants.

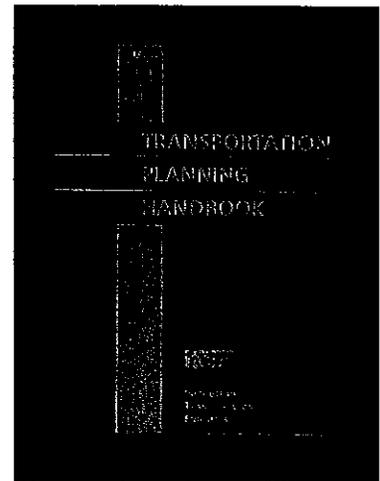
<http://www.uli.org/AM/Template.cfm?Section=Bookstore&Template=Ecommerce/ProductDisplay.cfm&Productid=698>



### **TRANSPORTATION PLANNING HANDBOOK**

Chapter 14 – Parking, authored by Mary S. Smith

<http://www.planning.org/apastore/Search/Default.aspx?p=3283>

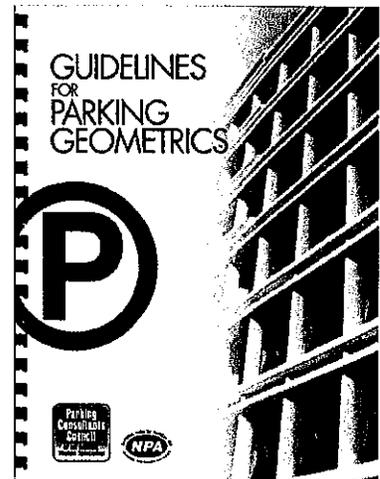


### **GUIDELINES FOR PARKING GEOMETRICS**

Mary S. Smith, was Co-Chair of the National Parking Association/Parking Consultants Council *Guidelines for Parking Geometrics* Committee.

<http://www.npapark.org/resource-publications-us.html>

#GPG-1



# WE WROTE THE BOOKS ON . . .

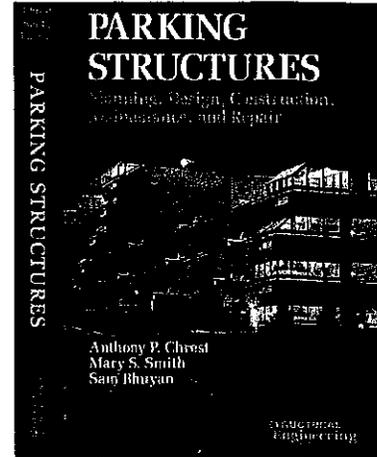


**WALKER**  
PARKING CONSULTANTS

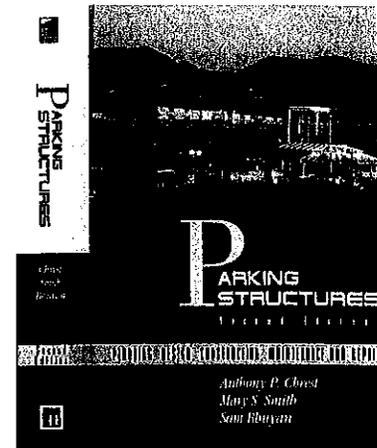
This is the first book ever on parking structures – their planning, design, construction, maintenance and repair. There are some 50,000 parking garages in North America, including municipal garages and parking facilities associated with hotels, convention centers, hospitals, apartment complexes, universities and other facilities. It is a "must" reference to garage owners, structural engineers, architects, contractors, and other professionals.

This second edition was written eight years after we began the first. Eight more years of experience from each of the authors, plus our firm's experience gained from 1,500 more parking-related projects, are brought to this work. Our intention is to ensure that Parking Structures continues as the leader in its field, because owners, designers, and builders can put it to immediate good use.

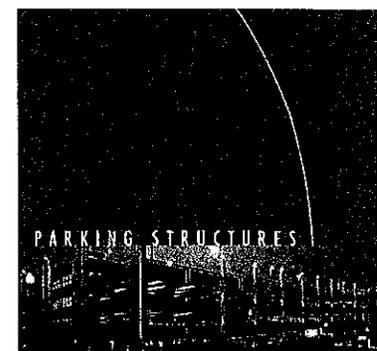
This third edition was written five years after the second edition and thirteen years after the first. To this work we brought another five years of experience from each of the previous authors, the addition of two more authors, experience gained from a total of 3,000 parking structure design projects, 1,500 parking feasibility studies, and 1,000 parking structure restoration projects. The fifteen chapters from the second edition have been revised and expanded. Six new chapters - on parking planning, pedestrian issues, safety, mechanical parking structures, plazas, and seismic retrofit - have been added.



FIRST EDITION PUBLISHED 1989



SECOND EDITION PUBLISHED 1996



PLANNING, DESIGN,  
CONSTRUCTION,  
MAINTENANCE & REPAIR  
Anthony P. Christ, Mary S. Smith, Sam Bhuyan,  
Robert J. D'Amico, David J. Hester

THIRD EDITION PUBLISHED 2000

# OFFICE LOCATIONS/REGIONS



**WALKER**  
PARKING CONSULTANTS

## WESTERN REGION

**DENVER**  
5350 S. Roslyn Street, Suite 220  
Englewood, CO 80111  
303.694.6622  
Contact: Larry Hofmockel

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17049 El Camino Real, Suite 202  
Houston, TX 77058  
281.280.0068  
Contact: Casey Wagner

**CALIFORNIA**  
135 Main Street, Suite 1030  
San Francisco, CA 94105  
415.644.0630

606 South Olive Street, Suite 1100  
Los Angeles, CA 90014  
213.408.4911  
Contact: Daniel Johns

## CENTRAL REGION

**CHICAGO/ELGIN**  
850 West Jackson Blvd., Suite 310  
Chicago, IL 60607  
312.633.4260

505 Davis Road  
Elgin, IL 60123  
847.697.2640  
Contact: Thomas Hannula

**INDIANAPOLIS**  
6602 E. 75th Street, Suite 210  
Indianapolis, IN 46250  
317.842.6890  
Contact: Todd Lohman

**MICHIGAN**  
2121 Hudson Avenue  
Kalamazoo, MI 49008  
269.381.6080

525 Avis Drive, Suite 1  
Ann Arbor, MI 48108  
734.663.1070  
Contact: Michael Johnson

**MINNEAPOLIS**  
1660 South Highway 100, Suite 424  
Minneapolis, MN 55416  
612.595.9116  
Contact: Terrence Hakkola

## EASTERN REGION

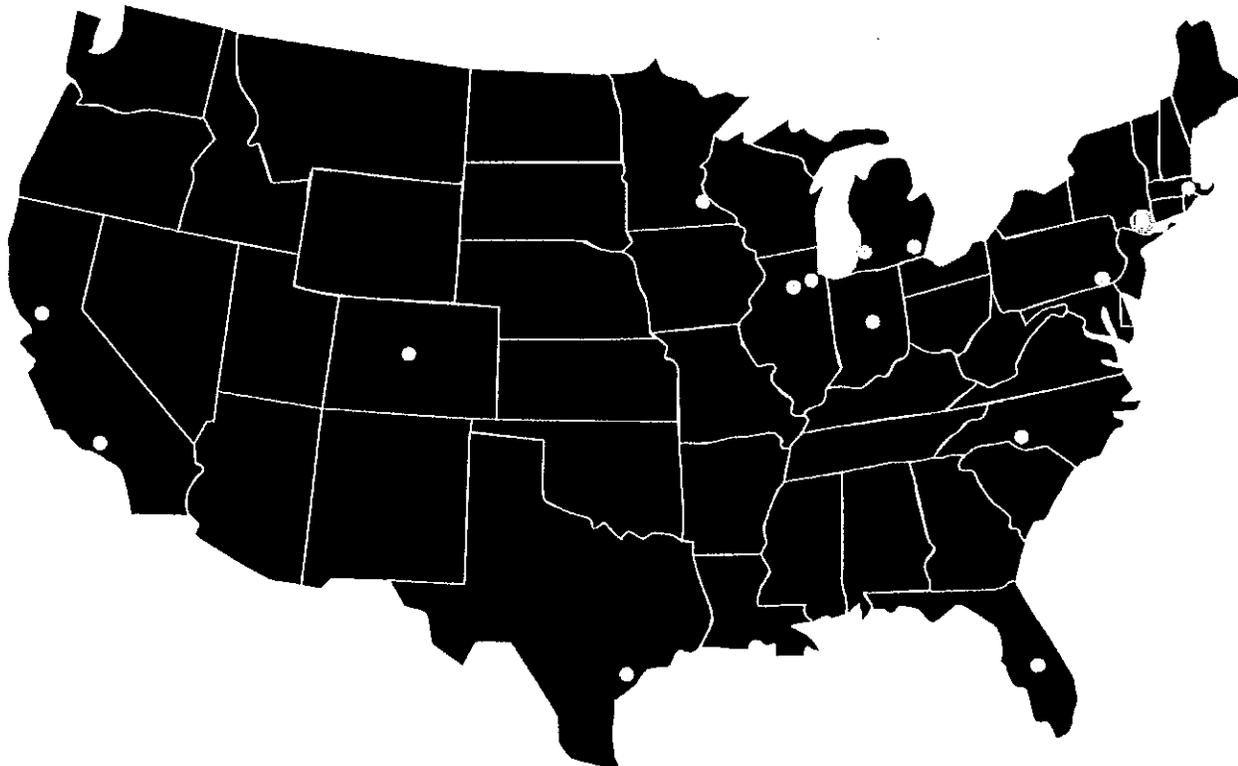
**BOSTON**  
20 Park Plaza, Suite 1202  
Boston, MA 02116  
617.350.5040  
Contact: Arthur Stadig

**CHARLOTTE**  
13850 Ballantyne Corp. Pl., Suite 500  
Charlotte, NC  
704.887.4960  
Contact: Joey Rowland

**NEW YORK**  
50 West 23rd Street, Suite 704  
New York, NY 10010  
212.288.2501  
Contact: Carrie Krasnow

**PHILADELPHIA**  
565 E. Swedesford Road, Suite 300  
Wayne, PA 19087  
610.995.0260  
Contact: William Reiter

**TAMPA**  
4904 Eisenhower Boulevard, Suite 150  
Tampa, FL 33634  
813.888.5800  
Contact: Uday Kirtikar



Contact Information:

Thomas W. LaSalle, President  
LaSalle Group, Ltd.

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Bloomington, MN 55425

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O-952.876.9211 (direct)  
F-952.854.4434  
C-612.867.1010  
[tomlasalle@lasallegrp.com](mailto:tomlasalle@lasallegrp.com)

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Terrence A. Hakkola, PE, Vice President  
Walker Parking Consultants

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Minneapolis, MN 55416

O-952.595.9116  
F-952.595.9518  
C-612.281.3020  
[Terry.hakkola@walkerparking.com](mailto:Terry.hakkola@walkerparking.com)

## EXHIBIT C

### SCOPE OF PROFESSIONAL SERVICES

Consultant agrees that it will, at the direction of and in cooperation with City's Director of Business and Economic Development (the "Director"), perform and provide all professional services reasonably necessary to assist and represent the City as its "Owner's Agent" in all matters related to the design, construction and funding of the development known as the 425 Project (the "Project"). The services to be included are generally described as follows:

1. Advise and assist the Director and the City in negotiations with the Project Developer and other Project principal participants.
2. Review, comment and advise on Designer proposals.
3. Attend designer interviews and provide advice to Director.
4. Review and comment on designer contract with developer.
5. Review, comment and advise on CM RFQs.
6. Review, comment and advise on CM proposals.
7. Attend CM interviews and provide advice to Director.
8. Review and comment on CM contract.
9. Assist and coordinate the design of the parking ramp structure in cooperation with the Project Designer substantially as outlined in the scope of services contained in the "Proposal" from Walker Parking Consultants to Christopher T. Eng dated May 15, 2013, attached hereto and made a part hereof.
10. Subject to the Direction of the Director, represent the City in design and construction meetings on the Project.
11. Attend design meetings as requested by Director and advise Director as to issues of importance to City, including but not limited to parking facility design and functionality issues and structural issues pertaining to the ramp and to the entire project including the office facilities as they affect the City property and parking facility.
12. Advise designer on ramp design issues as they affect the private development.
13. Review and comment on Development Agreement terms as they affect the design and construction of the project and the tracking of elements of public costs.
14. Monitor progress of construction and the work on a frequent enough basis to adequately protect the City's interests.
15. Attend construction meetings as requested by Director to protect City's interests.
16. Monitor and review accounting procedures to insure that they are adequate to properly allocate the costs to the State Bonded portions of the project and the City funded portion of the project.
17. Monitor and review reimbursement requests from Developer to City to insure that they are adequately documented and that the breakdown between State Bond funded costs and City funded costs are properly documented.

18. Provide such advice and assistance as may be requested from time to time by the Director, subject to reasonable demands based on the compensation authorized by this Agreement.