

November 1, 2024

VIA EMAIL TO: vcardenas@cityofnovi.org

Mr. Victor Cardenas
City Manager
City of Novi
45175 W. 10 Mile Rd.
Novi, MI 48375

RE: Proposal for Owner Representation and Real Estate Consulting Services For City of Novi New Public Safety Facilities and Fire Station Renovations

Dear Mr. Cardenas:

Thank you for the opportunity to allow Plante Moran Realpoint, L.L.C. (“**PMR**”) to present this proposal to provide the Owner Representation and Real Estate Consulting Services outlined in this letter (the “**Services**”) to City of Novi (“**CON**”). PMR agrees on behalf of itself and each of its employees that no such person or entity shall represent the products or services of any related architect, engineer, property owner, landlord, contractor or vendor.

ENGAGEMENT

It is our understanding that the engagement generally will involve providing Owner Representation and Real Estate Consulting Services for New Public Safety Facility and Fire Station Renovations (the “**Project**”). The consulting services to be provided by PMR for this engagement are more particularly described in the Scope of Services attached as Exhibit A (the “**Services**”) and will be performed subject to the Terms and Conditions attached as Exhibit B.

In preparing this proposal, PMR has made the following key assumptions regarding this engagement. These key assumptions have been relied upon by PMR in determining the required Scope of Services designated on Exhibit A, PMR's compensation for its Services, and the terms of this engagement:

- **Project Related Assumptions:**
 - The total Project Budget is anticipated to be approximately one hundred million (\$100,000,000.00) to one hundred fifty million (\$150,000,000.00)
 - The Project's duration is approximately forty-eight (48) to sixty (60) months
 - CON will seek approval of a millage via ballot proposal, likely in August of 2025
- The Services will include Real Estate Consulting Services and Owner Representation Services at the following anticipated locations:
 - Future Public Safety Facility – Southwest Corner of Eleven Mile and Lee Begole Dr. (New Construction)
 - Novi Police Station – 45125 W. 10 Mile Rd., Novi, MI 48375 (Demolition/Redevelop)
 - Novi Fire Station 1 – 42975 Grand River Rd., Novi, MI 48375 (Renovation)
 - Novi Fire Station 2 – 1919 Paramount St., Novi, MI 48377 (Renovation)
 - Novi Fire Station 3 – 42785 9 Mile Rd., Novi, MI 48375 (Renovation)
- There will be one (1) Architect/Engineer and one (1) Construction Manager for the Project.

- Any alternations, building additions, or new facilities shall be constructed of normal, durable, and readily available materials, as used in the construction of similar facilities.
- CON will provide PMR with all available building and site drawings, previous reports, assessments, equipment/building repair, replacement information and any other pertinent information.
- CON designates Victor Cardenas, City Manager, as CON's Designated Representative for the purposes of this engagement, along with legal counsel.
- CON will timely provide, or cause to be provided, information and the documents necessary for PMR's Services including, but not limited to, contracts, payment applications, and other Project cost related information. PMR shall be entitled to rely on the information provided by CON or provided on CON's behalf, except to the extent that said information is subject to review and assessment by PMR per the terms of this Agreement.
- PMR's review, recommendations, analysis, and conclusions are, in whole or in part, derived from and dependent on information provided by CON, the Project team, and other third parties neither contracted by nor controlled by PMR. PMR's services do not include a review as to the accuracy of information provided by CON or its agents. Therefore, PMR provides no opinion on, or assurance of, the reliability of information provided by CON or its agents. Misstatements by CON or its agents may exist that impact PMR's Services and deliverables.
- The funding source for the Services will be determined by CON and will be communicated to PMR in writing along with any associated funding related requirements.

COMPENSATION

PMR will be compensated by CON for its Services in accordance with the payment terms in Exhibit B as follows:

Phase 1 - Real Estate Consulting Services: Fixed Fee- CON shall pay PMR a fixed fee of One Hundred Thousand and No/100 Dollars (\$100,000.00). PMR will be paid and will invoice CON monthly based upon a mutually agreeable percentage of PMR's completed services.

Reimbursables: PMR shall be reimbursed for the actual out of pocket expenses (mileage, travel, reproduction, technology licenses, etc.) incurred by PMR in the performance of its Services not-to-exceed Ten Thousand and No/100 Dollars (\$10,000.00).

Phase 2 - Owner Representation Services: Fixed Fee- If the millage is successful and CON proceeds with the project, CON shall pay PMR a Fixed Fee equal to 2.00% of the Project Budget anticipated to be approximately one hundred million dollars and No/100 (\$100,000,000.00) to one hundred and fifty million and No/100 dollars (\$150,000,000.00). PMR will be paid and will invoice CON monthly based upon a mutually agreeable percentage of PMR's completed services. In the event the Project Scope, Budget and/or timeline materially changes after PMR's fee is fixed, the parties may mutually agree in writing to equitably adjust PMR's fee.

Reimbursables: PMR shall be reimbursed for the actual out of pocket expenses (mileage, travel, reproduction, technology licenses, etc.) incurred by PMR in the

performance of its Services not-to-exceed Twelve Thousand and No/100 Dollars (\$12,000.00) per year.

ACCEPTANCE & TERM

To accept this proposal including the terms of this letter and Exhibits A and B attached hereto, please sign below and return it to me. Upon execution, this proposal (including Exhibits A and B) will become a binding agreement (the “**Agreement**”) between CON and PMR.

This Agreement is effective and PMR's Services will commence as of the Agreement's execution. The term of the Agreement shall continue for forty-eight (48) to sixty (60) months from the effective date of the Agreement. Should you have any questions please contact me at 248-603-5088 or andy.fountain@plantemoran.com.

Sincerely,

PLANTE MORAN REALPOINT, L.L.C.

Only Sign Final Copies On Locked PDF's For Distribution to Client. Do Not Affix Signature Without Prior Authorization of the Undersigned

Andy Fountain
Principal

Greg VanKirk
Partner

We accept this proposal, including Exhibits A and B attached hereto, which sets forth the entire Agreement between CON and PMR for the Services specified herein. We acknowledge that such acceptance creates a binding agreement between CON and PMR.

Accepted and Agreed:

CITY OF NOVI

_____/_____
By: Justin Fischer Date

Its: Mayor

_____/_____
By: Cortney Hanson Date

Its: Clerk

Exhibit A

Scope of Services

Upon execution of PMR's proposal dated November 1, 2024, this Exhibit A shall be incorporated into the Agreement between Plante Moran Realpoint, L.L.C. ("**PMR**") and City of Novi ("**CON**"). PMR shall provide to CON, in accordance with the terms and conditions set forth in Exhibit B, its Services comprised of the following:

Phase 1 - Real Estate Consulting Services: PMR shall commence providing its Real Estate Consulting Services upon the execution of the Agreement. The activities constituting PMR's Real Estate Consulting Services will run concurrently and may be comprised from the following:

Facility Condition Assessment:

1. **Review of Previous Reports:** Reviewing previous reports provided by CON relative to CON's facilities. PMR will meet with CON staff to identify all reliable sources of existing data such as facility inventory lists, plans, maps, studies, etc. If available, existing studies, reports, and plans will be provided to PMR for use in completing the scope of work.
1. **Building Visits:** Visit CON's buildings to assist in evaluating facilities/sites, including parking lots, building exteriors and envelope, architectural finishes, furnishing and equipment, plumbing, mechanical and electrical system conditions, etc., to recommend upgrades to support the desired City Capital Infrastructure. PMR will not provide any diagnostic testing or conduct any invasive or destructive work in the course of the services performed. All service provide will be based on PMR's be based PMR's professional observation.
2. **Capital Planning Improvement Plan:** Meeting with CON's project committee, administration, and the City Council to discuss facility and technology system improvement needs and generate an implementation strategy based on CON's goals and budget. PMR will assist CON in developing a Capital Improvement Plan that will categorize the areas of need/goals by critical, deferred maintenance, and enhancement in alignment with funding opportunities.
3. **Preliminary Findings:** Presenting preliminary findings of PMR's assessment and analysis at two (2) CON administration meetings to review goals and objectives in comparison to current and projected capital and operations and review and prioritize improvement opportunities identified in relation to preliminary budget findings.
4. Review identified sites for proposed new Public Safety locations and analyze possible other available locations throughout the community.
5. **Final Report:** Based on input from CON administration relative to the preliminary findings and in review of goals and objectives, provide a final presentation and report to the CON administration, and if requested, at one (1) CON City council meetings.

Pre-Ballot & Program Information Services:

1. **Program Validation:** PMR will assist in CON in its refinement and validation of the program scope, schedule and budget for Phase 4 work. This may include the following items:
 - a. Strategic planning

- b. Finalize project scope, schedule and budget
 - c. Cash flow modeling
 - d. Phasing approach
2. **Due Diligence:** Assisting CON in the review, and if required Industry Best Practices and Go-to-Market Strategies, hiring and coordinating the services of other professionals in the due diligence process including:
- a. Environmental Phase I and Phase II
 - b. Baseline environmental assessment
 - c. Asbestos/lead surveys or reports
 - d. Survey (ALTA or similar)
 - e. Geotechnical reports
 - f. Other due diligence reasonably necessary for potential redevelopment or sale
3. **Architect/Engineer Procurement and Contract Negotiation:**

Architect/Engineer Services Selection : PMR will assist and advise CON in their selection of identified professional service providers. The activities constituting PMR's Professional Service Selection Services may be comprised from the following:

- i. If the selected procurement method includes a criteria-based selection (“**CBS**”) process, assisting CON in developing selection criteria, weights, and scoring;
- ii. Assisting CON, and its legal counsel, with reviews for compliance with competitive bidding requirements, including, but not limited to bid advertising;
- iii. Assisting CON with drafting and delivering requests for qualifications (“**RFQs**”) to prospective bidders;
- iv. Assisting CON and its legal counsel with drafting and delivering requests for proposals (“**RFPs**”) to prospective bidders, including contracts;
- v. Participating as an advisor to CON in pre-bid conferences;
- vi. Analyzing proposals and qualifications and preparing an executive summary in a comparative format for CON's Review;
- vii. Participating as an advisor to CON in interviews of prospective firm(s); and
- viii. Facilitating CON's selection team in formulating a recommendation regarding the selection of firms for consideration and formal approval by CON.

Architect/Engineer Services Contract: In support of CON and its legal counsel, PMR will assist and advise CON during its negotiation of identified professional service contracts. The activities constituting PMR's Professional Services Contract Negotiation Services may be comprised from the following:

- a. Assisting CON in developing a defined scope of services;
- b. Assisting to identify and provide for CON's ownership of instruments of services;
- c. Assisting in the alignment of the service delivery and Project schedules;
- d. Assisting in the development of a deliverable review process and terms that allows CON and its vendors time for review and comment;
- e. Assisting CON in their development of a process for reviewing contract changes (including change orders and other scope changes);
- f. Assisting CON in the development of an invoicing and payment terms to align with CON's Project draw schedule; and
- g. Assisting in the establishment of compensation terms and conditions consistent with market conditions.

- h. Assisting CON in the delivery of schematic drawings, site plan, building elevations and renderings from A/E for program information.
- 4. **Committee Facilitation:** PMR will assist in facilitating steering committee sessions in a manner to encourage meaningful and orderly input. These sessions will be developed to accomplish the following:
 - a. Explain the planning work completed to date including PMR's Phase I and Phase II Services
 - b. Explain the goals and objectives of the potential ballot proposal
 - c. Discuss relevant financial, demographic, regional and other pertinent City data
 - d. Gather input from the various committee members on goals and objectives
 - e. Discuss/determine if any further courses of action are necessitated
 - f. Assist the steering committee in developing a recommendation to Council
- 5. **Program Information:** Upon CON's approval and acceptance of the Committee recommendation, assist CON to develop informational materials for voters prior to ballot proposal vote.
- 6. **Community Survey:** PMR will assist CON to survey the CON community in cooperation with CON staff. PMR may engage a subconsultant to assist in this process.
- 7. **Community Presentations:** Based on the findings from the activities above, assist CON to present at not more than three (3) community forums/town hall meetings prior to a ballot proposal vote.

Phase 2 - Owner Representation Services: PMR shall commence providing its Owner Representation Services upon the approval of the millage. The activities constituting PMR's Owner Representation Services may be comprised from the following:

- 1. **Project Planning:** PMR will assist and advise CON in its development a Project Plan ("Project Plan") to guide CON and the Project team throughout the Project. PMR may periodically work with CON to update the Project Plan throughout the Project. The Project Plan may address, identify, summarize or outline the following:
 - a. Identified Project risks and key Project performance indicators;
 - b. Project team responsibilities;
 - c. Project delivery method(s);
 - d. Procurement strategy / method;
 - e. Project communications and reporting plan;
 - f. Project meeting attendees and schedule;
 - g. Project Information System protocols;
 - h. Project accounting procedures; and
 - i. Project Parameters including:
 - i. General project scope and program requirements;
 - ii. Master Budget; and
 - iii. Master Schedule of major Project milestones and major Project team activities.

2. Project Procurement: PMR will assist and advise CON in its development and implementation of a process to procure professional and construction services related to the Project. The activities constituting PMR's Project team Procurement Services may be comprised from the following:

- a. **Procurement Planning:** PMR will assist and advise CON in its development and Implementation of a process for procuring the professional, construction management, and/or general contracting services related to the Project. Activities constituting PMR's Procurement Planning Services may be comprised from the following:
 - i. Assisting CON in identifying the professional, construction management, and/or general contracting services required by the Project;
 - ii. Assisting CON, in collaboration with CON's legal counsel, in selecting or confirming procurement methods and outlining a procurement process for identified services; and
 - iii. Assisting CON in developing a procurement schedule based on the selected procurement method and services identified.
- b. **Professional Services Procurement:** PMR will assist and advise CON in its implementation of its identified procurement process for the following professional services, if required:
 - 1. Geotechnical and material testing;
 - 2. Civil engineering/surveying;
 - 3. Environmental consulting;
 - 4. Technology/Security designer;
 - 5. Building Envelope Consultant; and
 - 6. Commissioning agent.

The Activities constituting PMR's Professional Services Procurement Services may be comprised from the following:

- c. **Professional Services Selection :** PMR will assist and advise CON in their selection of identified professional service providers. The activities constituting PMR's Professional Service Selection Services may be comprised from the following:
 - i. If the selected procurement method includes a criteria-based selection ("**CBS**") process, assisting CON in developing selection criteria, weights, and scoring;
 - ii. Assisting CON, and its legal counsel, with reviews for compliance with competitive bidding requirements, including, but not limited to bid advertising;
 - iii. Assisting CON with drafting and delivering requests for qualifications ("**RFQs**") to prospective bidders;
 - iv. Assisting CON and its legal counsel with drafting and delivering requests for proposals ("**RFPs**") to prospective bidders, including contracts;
 - v. Participating as an advisor to CON in pre-bid conferences;
 - vi. Analyzing proposals and qualifications and preparing an executive summary in a comparative format for CON's Review;

- vii. Participating as an advisor to CON in interviews of prospective firm(s); and
 - viii. Facilitating CON's selection team in formulating a recommendation regarding the selection of firms for consideration and formal approval by CON.
- d. **Professional Services Contract:** In support of CON and its legal counsel, PMR will assist and advise CON during its negotiation of identified professional service contracts. The activities constituting PMR's Professional Services Contract Negotiation Services may be comprised from the following:
- i. Assisting CON in developing a defined scope of services;
 - ii. Assisting to identify and provide for CON's ownership of instruments of services;
 - iii. Assisting in the alignment of the service delivery and Project schedules;
 - iv. Assisting in the development of a deliverable review process and terms that allows CON and its vendors time for review and comment;
 - v. Assisting CON in their development of a process for reviewing contract changes (including change orders and other scope changes);
 - vi. Assisting CON in the development of an invoicing and payment terms to align with CON's Project draw schedule; and
 - vii. Assisting in the establishment of compensation terms and conditions consistent with market conditions.
- e. **Construction Services Procurement:** PMR will assist and advise CON in its procurement of construction services based on project delivery method selected and approved by CON. The activities constituting PMR's Construction Procurement Services may be comprised from the following:
- i. **Construction Manager / General Contractor Selection:** PMR will assist and advise CON in its selection of a construction manager and/or general contractor based project delivery method selected and approved by CON. The activities constituting PMR's Construction Manager / General Contractor Selection Services may be comprised from the following:
 - 1. Assisting CON in its establishment of minimum qualifications and requirements;
 - 2. Assisting CON, and its legal counsel, with reviews for compliance with competitive bidding requirements, including, but not limited to bid advertising;
 - 3. Assisting CON with drafting and delivering RFQs to prospective bidders;
 - 4. Assisting CON with drafting and delivery of RFPs to prospective bidders;
 - 5. Participating as an advisor to CON in pre-bid conferences;
 - 6. Analyzing proposals and qualifications and preparing an executive summary in a comparative format for CON's review;
 - 7. Participating as an advisor to CON in interviews with the prospective firm(s); and

8. Facilitating CON's selection team in formulating a recommendation regarding the selection of construction manager(s) and/or general contractor(s) for the Project for consideration and formal approval by CON.
 - ii. **Construction Contract:** In support of CON and its legal counsel, PMR will assist and advice CON during the negotiation of contracts for construction management and/or general contracting services. The activities comprising PMR's Construction Contract Negotiation Services may be comprised from the following:
 1. Assisting CON in its development of a defined scope of services;
 2. Assisting CON in its development of a phasing schedule;
 3. Assisting CON in its development of a process for reviewing contract changes (including change orders and other scope changes);
 4. Assisting CON in its development an invoicing and payment process to align with CON's Project draw schedule;
 5. Assisting CON in its establishment of allowable general conditions items, personnel costs, and reimbursable costs and any not-to-exceed amount for the same;
 6. Assisting CON in its development of a bidding process for construction that, if available, provides opportunities for multiple bids and local vendor participation;
 7. Assisting CON in its development of a scheduling process that provides information to CON and its vendors; and
 8. Assisting CON in its establishment of compensation and terms and conditions that are in line with current market conditions.
3. **Project Monitoring and Reporting:** Throughout the Project, PMR will assist and advise CON in its monitoring of the Project's Progress and will advise CON regarding deviations to the Project's schedule or budget. The activities constituting PMR's Progress Monitoring and Reporting Services may be comprised from the following:
 - a. **Schedule Monitoring:** Monitoring the Project's progress and the construction manager(s) and/or general contractor(s) detailed construction schedule for conformance with the Project's major milestone schedule;
 - b. **Budget Monitoring:** Assisting with tracking the Project budget, including expenses to date versus total budget, and remaining projected costs provided by the Project team;
 - c. **Progress Reporting:** Preparing, based on observed progress of deliverables and in the field and Project team provided information, periodic summaries and reports for CON's review and use.
4. **Design Phase Services:** Throughout the design process, PMR will assist and advise CON regarding the Project's design process. The activities constituting PMR's Design Phase Services may be comprised from the following:

- a. **Architect's Workplan:** Reviewing the Architect's workplan to assist CON in determining if the Architect has a cohesive plan to design the Project within the established parameters.
 - b. **Design Facilitation:** PMR will monitor and advise CON regarding the progress of the Project's design. The activities constituting PMR's Design Facilitation Services may be comprised from the following:
 - i. Monitoring the Architect's (or Architects') progress and conformance to the established Project Schedule throughout the design process;
 - ii. Scheduling and attending progress meetings;
 - iii. Reviewing the design to promote consistency with Project's established scope and program;
 - iv. Facilitating the integration of other vendor services into the design including the information technology design as it relates to the interface of architectural, mechanical, and electrical systems;
 - v. As directed by CON, updating the Project's budget and schedule to reflect the impacts of particular design decisions;
 - vi. Assisting CON in evaluating alternative systems and building products based on product performance information provided by the Project team and material and labor availability in the local marketplace;
 - vii. Facilitating a process for the selection of finishes; and
 - viii. Assisting and advising CON in its review of the Project team's design deliverables.
 - c. **Preconstruction Facilitation:** PMR will assist and advise CON regarding preconstruction activities that run concurrent to, and help inform, the Project's design. The activities constituting PMR's Preconstruction Facilitation Services may be comprised from the following:
 - i. Assisting CON and the Project team in defining the scope of phased construction for the Project;
 - ii. Comparing cost estimates produced by the construction manager or design team to the Project's established budget;
 - iii. Facilitating the Project team's constructability reviews;
 - iv. Assisting CON and the Project team in determining procurement methods for major long-lead equipment; and
 - v. Depending on the Project's selected delivery method, assist CON in the evaluation of a detailed construction schedule produced by the Construction Manager.
5. **Construction Phase Services:** PMR will assist and advise the CON throughout the Project's Construction. The activities constituting PMR's Construction Phase Services may be comprised from the following:
- a. **Construction Facilitation:** PMR will assist and advise CON to help facilitate key aspects of the construction process. The activities constituting PMR's Construction Facilitation Services may be comprised from the following:
 - i. **Trade Contractor Bidding:** Where applicable given the Project's delivery method, PMR will assist and advise CON and its design professional(s)/architect(s) and construction manager(s) regarding bidding

the Project's work to the applicable trades. The activities constituting PMR's Trade Contractor Bidding Services may be comprised from the following:

1. Assist CON in monitoring the development of bid packages;
 2. Assisting CON in reviews of proposed alternatives;
 3. Working with the architect(s), and construction manager(s) in their promotion for bid coverage;
 4. Assisting CON, and its legal counsel, with their reviews regarding competitive bidding requirements, including, but not limited to bid advertising;
 5. Assisting and advising CON and the Project team with the analysis of bids for responsible pricing; and
 6. Assisting and advising CON and the Project team with analyzing contractor bids and qualifications.
- ii. **Vendor Coordination:** PMR will assist CON and the Project team to facilitate coordination with the Owner's independent contractors and vendors.
 - iii. **Submittals & Requests for Information ("RFI"):** PMR will monitor the Project team's submittal process and assist and advise CON regarding input required of CON.
 - iv. **Change Order Review and Tracking:** PMR will assist CON with tracking and reviewing change orders and advise CON regarding the resolution of change related issues.
 - v. **Payment Application Review:** PMR will monitor the payment application process and assist CON with its review of payment applications certified for payment by its architect(s) and will make recommendations regarding payment for CON's ultimate approval.
 - vi. **OAC Meetings:** PMR will assist CON in coordinating and will attend regular construction progress meetings.
 - vii. **Certificates of Substantial Completion:** Advise CON regarding accepting and executing certificate(s) of completion issued by its architect(s).
- b. **Authorities Having Jurisdiction ("AHJ") Coordination:** PMR will assist and advise CON regarding the Project's coordination with applicable AHJ's. The activities constituting PMR's AHJ Coordination Services may be comprised from the following:
- i. **Permits:** assisting CON and the Project team in obtaining the necessary permits and approvals for the Project's construction that are identified by the project team.
 - ii. **Inspection Coordination:** assisting advising CON and the Project team regarding the coordination of inspections by AHJ's. The activities comprising PMR's Inspection Coordination Services may be comprised from the following:
 1. Assisting in the coordination of non-construction related inspections;

2. Assist in engaging with AHJ's to discuss and identify specific inspection requirements; and
 3. Monitoring the construction manager's / general contractor's inspection log.
 - iii. **Certificates of Occupancy:** assisting CON in the coordination and tracking of temporary and permanent certificates of occupancy.
- 6. Activation Assistance:** PMR will advise CON regarding the Project's activation planning and assist CON in monitoring and facilitating the Project's activation. The activities constituting PMR's Activation Assistance Services may be comprised from the following:
- a. **Activation Plan Development:** PMR will assist CON and its Project team in developing an activation plan designed to achieve a fully functioning and operational space. The Project's Activation Plan may address the following:
 - i. Budget, scope, and schedule parameters for activation items;
 - ii. AHJ and other approval or certification processes;
 - iii. Commissioning;
 - iv. Training of CON personnel;
 - v. Procurement and installation of Furniture, Fixtures, and Equipment ("FFE"); and
 - vi. Move coordination.
 - b. **Monitor and Facilitate Activation Plan Implementation:** PMR will assist CON in monitoring the progress of the activation plan and assist and advise CON in the implementation of the Project's Activation Plan.
- 7. Project Close-Out:** PMR will advise CON regarding the Project's close-out planning and assist CON to monitor and facilitate the Project's close-out. The activities constituting PMR's Project Close-Out Services may be comprised from the following:
- a. **Close-Out Plan Development:** PMR will assist CON in developing a Project Close-Out plan to help track and coordinate the Project Close-Out activities among the various Project team members. The Close-Out Plan may address the following:
 - i. A list of key Close-Out tasks;
 - ii. A Close-Out timeline of key tasks; and
 - iii. Identification of responsible parties and communication plan for key Close-Out tasks.
 - b. **Close-Out Facilitation:** Following the Owner's acceptance of a Certificate of Substantial Completion, PMR will assist CON with monitoring and facilitating the Project's close-out. The activities constituting PMR's Close-Out Facilitation Services may be comprised from the following:
 - i. Monitoring the progress of punch-list items; and
 - ii. Monitoring the progress of key close-out items including:
 1. Receipt of Temporary & Final Certificate(s) of Occupancy;
 2. Receipt of applicable final waivers;
 3. Receipt of as-built documents;
 4. Receipt of warranties; and
 5. Review and processing of a complete final application for payment.

End of Exhibit A

DRAFT

Exhibit B

Terms & Conditions

Upon execution of PMR's proposal dated November 1, 2024, this Exhibit B shall be incorporated into the Agreement between Plante Moran Realpoint, L.L.C. ("**PMR**") and City of Novi ("**CON**").

1. PMR's SERVICES:

- 1.1. PMR's services (the "**Services**") include the consulting services designated on Exhibit A to the Agreement and additional services, if any, performed by PMR in connection with its engagement under the Agreement through an amendment to the Agreement. PMR shall perform the Services in accordance with and subject to the Terms and Conditions in this Exhibit B.
- 1.2. PMR's Services are inherently advisory in nature. PMR has no responsibility for, nor do its Services include any management decisions or management functions of CON in connection with this engagement to provide the Services outlined herein. PMR and CON acknowledge that PMR shall have no authority, express or implied, to enter into written or oral agreements on behalf of CON, to take any other actions with respect to CON's projects, transactions, or other business affairs of CON, or to commit or otherwise obligate CON in any manner whatsoever. Further, CON acknowledges that CON is responsible for all such management decisions and management functions; for the evaluation of the adequacy and results of PMR's Services and for making decisions and the results of those decisions with regard to the assistance, advice, recommendations, and reporting provided by PMR in connection with its Services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with this Agreement. Notwithstanding anything to the contrary herein, PMR will be required to perform its services in accordance with the industry standard level service.

2. CON RESPONSIBILITIES:

- 2.1. CON represents that its Designated Representative identified in the assumptions to PMR's proposal has the necessary skill, knowledge, experience, and authority to act on CON's behalf to be the contact person for purposes of the communications between CON and PMR and to provide direction to PMR regarding the Project and PMR's Services. However, the Designated Representative shall have only the authority authorized by CON's City Council, and other applicable authority conferred by law.
- 2.2. CON shall engage third parties to provide services, including by way of example, surveyors, testing consultants, architects, engineers, attorneys and risk management consultants, as reasonably required for the performance of PMR's Services.
- 2.3. CON shall obtain all permits required for its use and operation of the project, facilities, and systems which are the subject of this engagement, including, by way of example, air and water discharge permits for operation of manufacturing process equipment.
- 2.4. CON shall pay PMR for Services in accordance with the payment terms in the Agreement and these Terms and Conditions. For Services timely and properly rendered, these rights and obligations shall survive the Agreement's termination or expiration.

- 2.5. CON agrees to report promptly in writing to PMR any default or defect in PMR's services or non-conformance with any provision of this agreement.
- 2.6. CON agrees during the term of this Agreement and for the period of one year after its completion or termination not to directly solicit for employment, on behalf of CON any PMR staff member or members working on the engagement under this Agreement, including former PMR staff members who worked on the engagement. CON acknowledges that PMR will incur substantial loss and damage if any of PMR's personnel terminate their employment with PMR to accept employment with CON or another entity engaged by CON, including without limitation the expense to train such personnel and loss of anticipated revenues. Accordingly, any provisions of this Agreement precluding claims for special, incidental and consequential damages, or otherwise limiting damages, shall not apply to actions by PMR to enforce this section. However, PMR acknowledges that CON is a governmental entity and is required to accept applications for open posted positions. This section shall not apply to prohibit CON from accepting applications for employment from current and former CON employees, members, or staff members who worked on the engagement, or to prohibit CON from offering such employment to any applicant.
- 3. PMR'S RESPONSIBILITIES:**
- 3.1. PMR shall perform the Services in accordance with the standard of professional skill and care exercised by other consultants performing similar services under similar circumstances.
- 3.2. PMR does not warrant or guarantee the outcome of project pro formas, budgets or other financial projections, or any other analysis (collectively "Analysis") developed by PMR for use in connection with its Services. Analysis prepared by PMR represents PMR's professional judgment as a consultant. It is recognized, however, that neither PMR nor CON has control over the cost of labor, materials or equipment, market conditions, contractors' methods of determining bid prices or other competitive bidding or negotiating conditions. PMR cannot and does not warrant or represent that the outcome of bids or negotiated prices will not vary from any project budget proposed, established or approved by CON, or from any Analysis prepared by PMR. PMR agrees, however, that it will act with the skill and care of a similar consultant familiar with municipal construction projects such as this.
- 3.3. PMR shall not be responsible for the failure of engineers, architects, general contractors, subcontractors, vendors, attorneys, or other consultants to carry out their respective duties and obligations to CON, unless and to the extent caused or exacerbated by PMR. PMR is not responsible for the performance of any party not employed or engaged directly by PMR.
- 3.4. PMR's Services do not include professional architectural or engineering services. PMR shall not be responsible for the design of any project, for any errors, omissions or other deficiencies in the construction drawings and specifications for a project, for any other error or omissions of architects or other design professionals, if any, in connection with a project, or for the failure of the construction drawings and specifications for a project to comply with the requirements of CON or CON's landlord or subtenants, or with applicable codes or legal requirements. It shall be the responsibility of CON's architects and

engineers, not PMR, to identify building code and other legal requirements pertaining to the design of a project for CON. PMR's Services do not include with respect to any existing or planned building or property the identification or resolution of any life safety issues or the non-compliance with any building code or legal requirements.

- 3.5. PMR shall not be responsible for construction means, methods, techniques, sequences and procedures, and safety programs and measures employed by contractors or others in the performance of their contracts, and shall not be responsible for the failure of any contractor or supplier to carry out work in accordance with the construction drawings and specifications or any other contract or legal requirements.
- 3.6. Any acts of PMR in providing consultation, advice and/or recommendations to CON regarding the performance or the default of CON's architect, contractor(s), vendors or other consultant(s), shall not be deemed to be the assumption by PMR of management or control of the architect, contractors, vendors or consultants or of CON's project.
- 3.7. PMR is not an attorney at law, and the Services provided by PMR exclude professional legal services. If the scope of PMR's Services includes assistance with the negotiations of agreements on behalf of CON, such agreements shall be subject to CON's approval. CON shall provide for the review of such agreements by CON's attorneys and insurance consultants as deemed to be appropriate by CON.
- 3.8. Neither Party shall be considered in breach of this Agreement, nor be liable, for any delay or failures in performance resulting from circumstances beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage or disruption of materials or labor, accidents, epidemic, pandemic, quarantine, natural catastrophe or weather, or government acts or omission. Notwithstanding the foregoing, PMR and CON shall make a good faith effort to mitigate any impacts of such circumstances to PMR's Services.
- 3.9. PMR shall indemnify, defend, and hold harmless CON, its City Council, and its Council members, in their official and individual capacities, and its employees from and against any and all liability for direct damages, losses, claims, demands, actions, causes of action, costs including reasonable attorneys' fees and expenses, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and/or to the extent they are caused by any negligent acts pertaining to the Services which PMR has provided or will provide to CON under this Agreement; except that PMR shall not indemnify any of the foregoing parties for their negligence but shall indemnify them to the fullest degree of PMR's fault. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of CON and PMR, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to their respective negligence.

4. COMPENSATION:

- 4.1. For the performance of Services, CON shall compensate PMR as provided in the Agreement. PMR shall submit monthly invoices for Services rendered by PMR to CON. All invoices shall be prepared in accordance with the compensation terms in the Agreement and CON agrees to pay invoices within thirty (30) days after receipt thereof;

provided, however, that in the event CON disputes the accuracy for any invoice prepared and presented, payment for the portion which is disputed by CON may be withheld until such dispute is resolved. Time is of the essence with respect to CON's payment obligations hereunder. All billings not in dispute are payable within thirty (30) days of receipt of invoice.

- 4.2. Should PMR be required to provide evidence, prepare for hearings, evaluate claims, assist in the review or preparation of claims or defenses, or otherwise participate or assist in the resolution of legal disputes either: (i) on behalf of CON or (ii) resulting from PMR's role providing its Services to CON (unless caused by PMR's gross negligence or intentional misconduct), PMR will be reimbursed on a "Time and Materials" basis, which is defined to mean the numbers of hours of Services performed by PMR's personnel multiplied by PMR's then current standard hourly rates ("Standard Hourly Rates") plus the direct cost incurred by PMR in performance of such services.
- 4.3. Any taxes or fees, enacted by local, state or federal government subsequent to the date of this agreement, and based on gross receipts or revenues will be added to the amounts due under this agreement, in accordance with any such fees or taxes unless CON provides evidence of its status as a tax exempt entity.
- 4.4. The rights and obligations of this Article 4 shall survive the Agreement's termination or expiration.

5. LIMITATION ON LIABILITY:

5.1 In no event shall CON or PMR be liable to the other for special, incidental or consequential damages, including without limitation, loss of anticipated profits, revenue or use of capital, loss of use of leased spaces, and penalties imposed under the leases, whether based on contract, tort, negligence, strict liability or otherwise; provided, however, that the foregoing shall not limit or preclude a claim of PMR with respect to compensation due to PMR under this Agreement.

- 5.1. The rights and obligations of this Article 5 shall survive the Agreement's termination or expiration.

6. ENVIRONMENTAL CONDITION OF SITE:

- 6.1. PMR's Services shall not include any services or responsibility (including for the detection, identification, prevention, collection of samples, testing of samples, abatement, or disposal) related to known or unknown Constituents of Concern. Constituents of Concern shall include: (i) asbestos, (ii) petroleum, (iii) radioactive material, (iv) polychlorinated biphenyls (PCBs), (v) hazardous waste, (vi) lead, (vii) any viral, bacterial, or any other organism capable of inducing physical distress, harm, illness, or disease (including but not limited to any fungus, mold, mildew, mycotoxins, spores, or scents) or any byproduct thereof, or (viii) any other substance, product, waste, or other material listed under any

other federal, state, or local (meaning any applicable jurisdiction) statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards concerning, any hazardous, toxic, or dangerous waste, substance, or material. The parties further acknowledge that PMR is not, and shall not be considered or required to be, an "owner," "arranger," "operator," "generator," or "transporter" of any Constituents of Concern.

7. MISCELLANEOUS:

- 7.1. Nothing contained in this Agreement shall create a contractual relationship or a cause of action in favor of a third party against either CON or PMR. The Services performed by PMR under this Agreement are for the sole benefit of CON, and shall not be relied upon by other parties.
- 7.2. PMR and CON may not assign their rights under this Agreement without the prior written consent of the other.
- 7.3. PMR shall be entitled to use CON's name, photographs, renderings, narrative descriptions and similar materials relating to PMR's Services in connection with publications, awards, press releases, and marketing materials.
- 7.4. Provided that CON has paid all amounts due to PMR under this Agreement, CON shall be entitled to use all studies, reports, summaries, cost estimates, budgets, and other documents prepared by PMR in the performance of its Services. PMR shall be entitled to retain copies of such documents for PMR's files. Notwithstanding the foregoing, PMR shall retain all ownership and intellectual property rights in all standard contract provisions and modifications, financial analysis programs and similar tools developed by PMR for PMR's use generally and not developed solely for purposes of this engagement.
- 7.5. Any disputes between CON and PMR relating to PMR's Services or this Agreement shall be governed by the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan. Any controversy, dispute, or claim arising out of or relating to this Agreement, or the breach thereof, may be settled by binding confidential arbitration in accordance with the applicable arbitration rules of the American Arbitration Association. Such confidential arbitration, if agreed to by the parties, shall be held in Oakland County Michigan, and the judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction. In the event of any dispute between the parties arising out of or in connection with this Agreement or these Terms and Conditions, the prevailing party may be entitled to recover its costs incurred in connection therewith, including reasonable attorney fees.
- 7.6. PMR and CON shall each maintain insurance coverage or self-insurance as deemed by each to be necessary for its own protection; provided, however, that PMR shall include CON as an additional insured under PMR's general liability insurance policy with respect to claims and losses related to this engagement only. . PMR shall provide CON with a

certificate of insurance for the insurance coverage and amounts requested by CON. CON shall provide PMR with a certificate of coverage.

- 7.7. No failure by CON or PMR to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term or remedy for a breach of this Agreement, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition.
- 7.8. The rights and obligations of this Article 7 shall survive the Agreement's termination or expiration.

8. TERMINATION

- 8.1. This Agreement may be terminated by either party upon thirty (30) days' prior written notice for any or no reason.
- 8.2. In the event this Agreement is terminated for any reason, PMR shall be compensated on an equitable basis for services performed as of the effective date of termination in accordance with this Agreement. Upon any such termination and payment of amounts due to PMR, the parties hereto shall be released of any and all further liability hereunder.
- 8.3. This Agreement shall commence upon execution of the Agreement between PMR and CON and shall continue in effect for the term described in the Agreement, as may be extended by agreement of the parties, unless terminated sooner under the terms of this Section.

9. THIS AGREEMENT:

- 9.1. CON and PMR accept the obligations of good faith and fair dealing towards each other with respect to this engagement.
- 9.2. This Agreement includes the proposal executed by PMR and CON, Exhibit A Scope of PMR's Services, Exhibit B Terms and Conditions, and other documents, if any, listed in the Agreement. This Agreement sets forth the entire, integrated agreement between PMR and CON, supersedes all prior proposals, negotiations, representations and agreements, whether written or oral, between PMR and CON, and shall govern the relationship between PMR and CON with respect to all Services provided by PMR to CON in connection with the engagement described in the Agreement. This Agreement may be amended only by written instrument signed by both PMR and CON.
- 9.3. Neither this Agreement nor PMR's performance of Services shall be deemed to create an employer-employee relationship or a partnership or joint venture between CON and PMR. In no event shall PMR employees be deemed as employees of CON or represent themselves as employees of CON.
- 9.4. PMR agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, conditions, or privilege of employment, or any matter directly or indirectly related to employment,

because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

- 9.5. The parties to this Agreement have jointly participated in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as jointly drafted by the parties hereto and no presumption of burden of proof is to arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

End of Exhibit B

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