



December 14, 2022

VIA EMAIL TO: hannahmc@alpenacounty.org

Ms. Mary Catherine Hannah
Alpena County Administrator
County of Alpena
720 West Chisholm St.
Alpena, MI 49707

RE: Proposal for Real Estate Consulting Services For County of Alpena

Dear Ms. Hannah:

Thank you for the opportunity to allow Plante & Moran Cresa, L.L.C. ("**PMC**") to present this proposal to provide the Real Estate Consulting Services outlined in this letter (the "**Services**") to County of Alpena ("**COA**").

PMC 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 Real Estate Consulting Services for Space Needs Assessment and Capital Planning (the "**Project**"). The consulting services to be provided by PMC 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, PMC has made the following key assumptions regarding this engagement. These key assumptions have been relied upon by PMC in determining the required Scope of Services designated in Exhibit A, PMC's compensation for its Services, and the terms of this engagement:

- COA will timely provide, or cause to be provided, information and the documents necessary for PMC's Services. PMC shall be entitled to rely on the information provided by COA or provided on COA's behalf
- COA will coordinate the availability of COA's consultants and COA staff for the purposes of PMC's engagement
- COA will establish a single point of contact with the authority to make timely decisions, given COA's status as a public body, for this Project
- PMC may utilize Sub-Consultants as part of this engagement
- All information provided by PMC will be based on current market conditions without escalation

- PMC's Services and deliverables are to be based on relevant information available to PMC at the time its Services are provided. Such information may be subject to change at any time. Unless PMC is expressly engaged to update its deliverables, PMC assumes no responsibility to update its Services or deliverables for any changes in events, circumstances, or market conditions after the date of issue
- The facilities and project components shall be constructed of normal, durable and readily available materials, as used in the construction of public facilities unless otherwise identified or specified by COA
- PMC will perform its services by visual observation and using best professional judgment. No diagnostic testing or invasive inspections will take place

COMPENSATION

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

Phase 1 Services – Real Estate Consulting - Fixed Fee - COA shall pay PMC a fixed fee of Seventy-Five Thousand Dollars and zero cents (\$75,000.00), payable in equal monthly installments of Twelve Thousand Five Hundred Dollars and zero cents (\$12,500.00).

Phase 1 Reimbursables – PMC shall be reimbursed the actual out of pocket expenses (mileage, travel, reproduction, etc.) incurred by PMC in the performance of its Services estimated to be approximately Three Thousand Dollars and zero cents (\$3,000.00).

Phase 2 Services – Development Advisory Services - COA and PMC may amend the Agreement for PMC to provide Phase 2 services. PMC shall have no obligation to provide Phase 2 Services unless and until the Agreement is amended accordingly. Based on the agreed scope for Phase 2 services, PMC and COA shall work together to establish a mutually agreeable fee structure.

Phase 3 Services - Owner Representation - Once COA and PMC more fully understand the nature and extent of the Program, COA and PMC may amend this Agreement for PMC to provide Owner Representation Services. PMC shall have no obligation to provide Phase 3 Services unless and until the Agreement is amended accordingly. Based on the agreed scope of such the Program, PMC and COA shall work together to establish a mutually agreeable Owner Representation Services fee structure.

ACCEPTANCE & TERM

To accept this proposal including the terms of this letter and Exhibits A, B and C 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 COA and PMC. Unless otherwise extended by PMC in writing, this proposal will expire 60 days from the date of this proposal.

This Agreement is effective and PMC's Services will commence as of the Agreement's execution. The term of the Agreement shall continue for six (6) months from the effective date of the Agreement.

Should you have any questions please contact me at 248-343-2714.

Sincerely,

PLANTE & MORAN CRESA, L.L.C.



Paul Wills, AIA, LEED AP
Partner



Andy Fountain
Senior Vice President

Exhibit A

Scope of Services

Upon execution of PMC's proposal dated December 14, 2022, this Exhibit A shall be incorporated into the Agreement between Plante & Moran Cresa, L.L.C. ("**PMC**") and County of Alpena ("**COA**").

Phase 1: PMC shall provide a Space Needs Assessment and Capital Planning Services to COA upon execution of the initial engagement. PMC's Space Needs Assessment and Capital Planning Services may be comprised of the following:

Space Needs Assessment Services:

1. **Review of Previous Reports:** Review previous reports provided by COA relative to COA's facilities. PMC will meet with COA 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 PMC for use in completing the scope of work.
2. **Determine Space Needs:** The activities constituting PMC's Space Needs services may be comprised of the following:
 - a. Conduct tours of COA's facilities and associated sites;
 - b. Assistance developing and distributing user/occupant surveys;
 - c. Conducting clarification interviews;
 - d. Assisting in the development of workplace standards;
 - e. Assisting in defining expansion and contraction requirements;
 - f. Assisting in identifying preferred adjacency requirements;
 - g. Assisting in defining parking and site requirements;
 - h. Assisting in defining preferred amenities;
 - i. Assisting in determining centralized and decentralized (multiple locations) operation requirements;
 - j. Assisting in incorporating current workplace trends; and
 - k. Assisting and advising COA in the review and refinement of space needs and workplace strategy.
3. **Utilization and Capacity Analysis:** Based on the findings from COA's site tour and space needs activities, create a utilization and capacity analysis with corresponding floor plans for COA's facilities illustrating current usage and capacities for COA's consideration.
4. **Preliminary Findings:** Presenting preliminary findings of PMC's Space Needs and Building Utilization and Capacity Analysis at one (1) meeting with COA administration to review department and operational goals and objectives in comparison to current utilization and capacity information, review and prioritize improvement opportunities identified, and finalize preliminary budget findings.
5. **Final Report:** Based on input from COA's administration relative to the preliminary findings and in review of department and operational goals and objectives, provide a final presentation and report at one (1) meeting with COA administration.

Capital Planning Services:

1. **Capital Assessment:** PMC shall perform a cursory capital assessment through one or more site visits to the locations indicated in Exhibit C as well as review previous reports provided by the COA, and capital needs relative to demolition, renovation, and replacement of like-kind.
2. **Due Diligence:** Assisting COA in reviewing the existing due diligence information 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

If due diligence documentation is not available, PMC will assist COA in hiring and coordinating the services of professionals to obtain this information.

3. **Benchmarking:** Conduct benchmarking of current and projected capital projects in relation to market conditions in the greater context of local, regional, and national trends with relation to repurpose, sale, or demolition of the facility/site.
4. **Review of Purchase (or Lease) Agreement:** Assisting COA and its legal counsel with reviewing the purchase (or lease) agreement, and advise on the terms and conditions regarding:
 - a. Facility sale
 - b. Purchase agreements
 - c. Option agreements
 - d. Development agreements
5. **Capital Planning Improvement Plan:** Meeting with COA's project committee and administration, to discuss facility improvement needs and generate an implementation strategy based on COA's goals and budget. PMC will assist COA in developing a Capital Planning Improvement Plan that will categorize the areas of need/goals by critical, deferred maintenance, and enhancement in alignment with funding opportunities. PMC will assist COA to review asset management programs to be utilized as a repository of findings for the Capital Planning Improvement Plan.
6. **Preliminary Findings:** PMC will present preliminary findings of the assessment and analysis at one (1) COA administration meeting. The team will 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.
7. **Final Report:** Based on input from COA administration relative to the preliminary findings and in review of goals and objectives, provide a final presentation and report at one (1) meeting with COA administration.

Phase 2: COA and PMC may amend the Agreement for PMC to provide Phase 2 services. PMC shall have no obligation to provide Phase 2 Services unless and until the Agreement is amended accordingly. Phase 2 services must be approved by COA with an amendment to this agreement prior to authorization to commencement of the Phase 2 work. Phase 2 Services shall be performed by Plante Moran Real Estate Investment Advisors (“**PMREIA**”) as a sub-consultant to PMC. PMREIA’s Phase 2 Services may be comprised of the following:

The following key assumptions have been made by PMREIA In preparing this scope of work, which have been relied upon by PMREIA in determining the Services, PMREIA’s compensation, and the terms of this Agreement.

- COA will create a steering committee with whom PMREIA will work pursuant to the Scope of Services
 - COA will provide key relevant information to PMREIA including:
 - Title work
 - Survey
 - Topographic survey
 - Environmental reports
 - Soils reports
 - Utility plans, including availability and capacity
 - Programming requirements for public spaces
 - Relevant planning studies for each site
1. **Deliverables/Meetings:** At the completion of this assignment, PMREIA will provide COA a final report to summarize findings, the analysis, and recommendations. During the completion of the below scope of work, PMREIA will meet a total of three (3) times with the COA’s selected steering committee to provide them with updates and to obtain guidance. Additionally, PMREIA will attend one (1) meeting with the COA administration to discuss the report and its findings.
 2. **Highest and Best Use Analysis** – PMREIA will perform a real estate analysis utilizing both previously collected and current data to assess the property:
 - a. Area Assessment - Conduct a thorough walk-through of the subject properties/land and surrounding area(s) to understand their physical characteristics and current market uses that will influence redevelopment.
 - b. Due Diligence – Review of property due diligence reports to understand zoning, master planning, visibility/access, title /survey issues, utility capacity, wetlands/woodlands, traffic counts, eligibility for incentives and environmental (as reports are available). To supplement the aforementioned, interviews with County engineering, planning, and zoning personnel will be conducted as warranted.

- c. Market Analysis – Assess current market conditions, trends, and market development pipeline to aid in key analysis assumptions such as property values, lease/rental rates, vacancy rates, absorption rates and construction costs. Analysis includes assessing the competitive market set/supply for all asset classes based on in-depth market knowledge, coupled with database sources and key market data. Market data will also be gathered through networking with brokerage, real estate investor/owners and the development community within the market area.
3. **Development Strategy** – PMREIA will test various uses to determine feasibility and suggest approaches for redevelopment:
- a. Financial Analysis: Consolidate the financial and market data assumptions from the highest and best use into a high-level financial pro-forma to determine the financial viability of the proposed program. The financial proforma will include sources/uses, cash flow schedules, financing scenarios and key return metrics. The analysis may identify potential economic “gaps” in the sources of capital projected.
 - b. Development Approach: Assess/analyze possible development approach scenarios, dependent on programming and market analysis, including joint ventures or ground leases under a public/private partnership structure. The approaches will suggest tools or alternate development options that mitigate any economic gaps forecasted in the financial analysis. In anticipation of an RFP/RFQ, an RFI (Request for Information) may be formally or informally conducted to validate conceptual approaches and or enhance those identified in the analysis.

Phase 3: COA and PMC may amend the Agreement for PMC to provide Phase 3 services. PMC shall have no obligation to provide Phase 3 Services unless and until the Agreement is amended accordingly. Phase 3 services must be approved by COA as an amendment to this agreement prior to authorization to commencement of the Phase 3 work. Phase 3 Services may be comprised of the following:

Owner Representation Services: The activities constituting PMC’s Owner Representation Services may be comprised from the following:

- 1. **Project Management Planning:** PMC will assist COA in developing a Project Management Plan (“PMP”) to guide COA and the Project Team throughout the Project. PMC may periodically work with COA to update the PMP throughout the project. The PMP 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 Management 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 Team Procurement:** PMC will assist COA in developing and implementing a process to procure professional and construction services related to the Project. The activities constituting PMC's Project Team Procurement Services may be comprised from the following:
 - a. **Procurement Planning:** PMC will assist COA in developing a process for procuring the professional, construction management, and/or general contracting services related to the Project. Activities constituting PMC's Procurement Planning Services may be comprised from the following:
 - i. Assisting COA in identifying the professional, construction management, and/or general contracting services required by the Project;
 - ii. Assisting COA, in collaboration with COA's legal counsel, in selecting or confirming procurement methods and outlining a procurement process for identified services; and
 - iii. Assisting COA in developing a procurement schedule based on the selected procurement method and services identified.
 - b. **Professional Services Procurement:** PMC will assist COA in implementing the identified procurement process for the following professional services, if required:
 - 1. Architecture;
 - 2. Geotechnical and material testing;
 - 3. Civil engineering/surveying;
 - 4. Environmental consulting;
 - 5. Technology/Security designer;
 - 6. Commissioning agent; and
 - 7. Roofing consultant.

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

- i. **Professional Services Selection :** PMC will assist and advise COA in the selection of identified professional service providers. The activities constituting PMC's Professional Service Selection Services may be comprised from the following:
 - 1. If the selected procurement method includes a criteria-based selection ("CBS") process, assisting COA in developing selection criteria, weights, and scoring;

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

2. Assisting COA, and its legal counsel, with reviews for compliance with competitive bidding requirements, including, but not limited to bid advertising;
 3. Assisting COA with drafting and delivering RFQs to prospective bidders;
 4. Assisting COA with drafting and delivery of RFPs to prospective bidders;
 5. Participating as an advisor to COA in pre-bid conferences;
 6. Analyzing proposals and qualifications and preparing an executive summary in a comparative format;
 7. Participating as an advisor to COA in interviews with the prospective firm(s); and
 8. Providing a recommendation to COA regarding the selection of construction manager(s) and/or general contractor(s) for the Project.
 - ii. **Construction Contract Negotiation:** PMC will assist and advice COA in the negotiation of contracts for construction management and/or general contracting services. The activities comprising PMC's Construction Contract Negotiation Services may be comprised from the following:
 1. Assisting COA and its Project team in developing a defined scope of services;
 2. Assisting COA and its Project team in developing a phasing schedule;
 3. Assisting COA in developing a process for reviewing contract changes (including change orders and other scope changes);
 4. Assisting COA in developing an invoicing and payment process to align with COA's Project draw schedule;
 5. Assisting COA in defining allowable general conditions items, personnel costs, and reimbursable costs and the propriety of establishing a not-to-exceed amount for the same;
 6. Assisting COA in developing a bidding process for construction that, if available, provides opportunities for multiple bids and local vendor participation;
 7. Assisting COA in developing a scheduling process that provides information to COA and its vendors; and
 8. Assisting COA in establishing compensation and terms and conditions that are in line with current market conditions.
3. **Project Monitoring and Reporting:** Throughout the Project, PMC will assist COA with monitoring the Project's Progress and will advise COA regarding deviations to the Project's schedule or budget. The activities constituting PMC'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 COA's review and use.
4. **Design Phase Services:** Throughout the design process, PMC will assist and advise COA regarding the Project's design process. The activities constituting PMC's Design Phase Services may be comprised from the following:
- a. **Architect's Workplan:** Reviewing the Architect's workplan to assist COA in determining if the Architect has a cohesive plan to design the Project within the established parameters.
 - b. **Design Facilitation:** PMC will monitor and advise COA regarding the progress of the Project's design. The activities constituting PMC's Design Facilitation Services may be comprise 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 vender 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 COA, updating the Project's budget and schedule to reflect the impacts of particular design decisions;
 - vi. Assisting COA 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;
 - viii. Assisting and advising COA in its review of the Project team's design deliverables; and
 - ix. Reviewing and advising COA as to the invoices of the Architect(s) and other identified professional service providers, as applicable.
 - c. **Preconstruction Facilitation:** PMC will assist and advise COA regarding preconstruction activities that run concurrent to, and help inform, the Project's design. The activities constituting PMC's Preconstruction Facilitation Services may be comprised from the following:
 - i. Assisting COA 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 COA and the Project team in determining procurement methods for major long-lead equipment; and
- v. Depending on the Project's selected delivery method, assist COA in the evaluation of a detailed construction schedule produced by the Construction Manager.

5. Construction Phase Services: PMC will assist and advise the COA throughout the Project's Construction. The activities constituting PMC's Construction Phase Services may be comprised from the following:

- a. **Construction Facilitation:** PMC will assist and advise COA to help facilitate key aspects of the construction process. The activities constituting PMC's Construction Facilitation Services may be comprised from the following:
 - i. **Trade Contractor Bidding:** Where applicable given the Project's delivery method, PMC will assist and advise COA and its design professional(s)/architect(s) and construction manager(s) regarding bidding the Project's work to the applicable trades. The activities constituting PMC's Trade Contractor Bidding Services may be comprised from the following:
 - 1. Assist COA in monitoring the development of bid packages;
 - 2. Assisting COA in reviews of proposed alternatives;
 - 3. Working with the architect(s), and construction manager(s) to promote bid coverage;
 - 4. Assisting COA, and its legal counsel, with reviews for compliance with competitive bidding requirements, including, but not limited to bid advertising;
 - 5. Assisting COA and the Project team with the analysis of bids for responsible pricing; and
 - 6. Assisting COA and the Project team with analyzing contractor bids and qualifications.
 - ii. **Vendor Coordination:** PMC will assist COA and the Project Team to facilitate coordination with the Owner's independent contractors and vendors.
 - iii. **Submittals & Requests for Information ("RFI"):** PMC will monitor the Project Team's submittal process and assist and advise COA regarding input required of COA.
 - iv. **Change Order Review and Tracking:** PMC will assist COA with tracking and reviewing change orders and advise COA regarding the resolution of change related issues.
 - v. **Payment Application Review:** PMC will monitor the payment application process and assist COA with its review of payment applications certified for payment by its architect(s) and will make recommendations regarding payment.
 - vi. **OAC Meetings:** PMC will assist COA in coordinating and will attend regular construction progress meetings.
 - vii. **Certificates of Substantial Completion:** Advise COA regarding accepting and executing certificate(s) of completion issued by its architect(s).

- b. **Authorities Having Jurisdiction (“AHJ”) Coordination:** PMC will assist and advise COA regarding the Project’s coordination with applicable AHJ’s. The activities constituting PMC’s AHJ Coordination Services may be comprised from the following:
 - i. **Permits:** assisting COA 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 COA and the Project Team regarding the coordination of inspections by AHJ’s. The activities comprising PMC’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 COA in the coordination and tracking of temporary and permanent certificates of occupancy.
- 6. **Activation Assistance:** PMC will advise COA regarding the Project’s activation planning and assist COA in monitoring and facilitating the Project’s activation. The activities constituting PMC’s Activation Assistance Services may be comprised from the following:
 - a. **Activation Plan Development:** PMC will assist COA 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 COA personnel;
 - v. Procurement and installation of Furniture, Fixtures, and Equipment (“FFE”); and
 - vi. Move coordination.
 - b. **Monitor and Facilitate Activation Plan Implementation:** PMC will assist COA in monitoring the progress of the activation plan and assist and advise COA in the implementation of the Project’s Activation Plan.
- 7. **Project Close-Out:** PMC will advise COA regarding the Project’s close-out planning and assist COA to monitor and facilitate the Project’s close-out. The activities constituting PMC’s Project Close-Out Services may be comprised from the following:
 - a. **Close-Out Plan Development:** PMC will assist COA 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, PMC will assist COA with monitoring and facilitating the Project's close-out. The activities constituting PMC'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

Exhibit B
Terms & Conditions

Upon execution of PMC's proposal dated December 14, 2022, this Exhibit B shall be incorporated into the Agreement between Plante & Moran Cresa, L.L.C. ("**PMC**") and County of Alpena ("**COA**").

1. PMC's SERVICES:

- 1.1. PMC's services (the "**Services**") include the consulting services designated in Exhibit A to the Agreement and additional services, if any, performed by PMC in connection with its engagement under the Agreement. PMC shall perform the Services in accordance with the Terms and Conditions in this Exhibit B.
- 1.2. PMC and COA acknowledge that PMC shall have no authority, express or implied, to enter into written or oral agreements on behalf of COA, to take any other actions with respect to COA's project or the business affairs of COA, or to commit or otherwise obligate COA in any manner whatsoever, without the prior written approval of COA. The Services provided by PMC are inherently advisory in nature. PMC shall have no responsibility for management decisions or management functions.

2. COA RESPONSIBILITIES:

- 2.1. COA shall designate a representative with authority to act on COA's behalf to be the contact person for purposes of the communications between COA and PMC regarding PMC's Services.
- 2.2. COA shall provide full information to PMC regarding COA's requirements as necessary for the performance of PMC's Services.
- 2.3. COA shall provide information, review documents provided by PMC, and render decisions relating to PMC's Services on a timely basis so as not to delay the performance of PMC's Services.
- 2.4. COA 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 PMC's Services.
- 2.5. COA 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.
- 2.6. COA shall pay PMC for Services in accordance with the payment terms in the Agreement and these Terms and Conditions. For Services rendered, these rights and obligations shall survive the Agreement's termination or expiration.
- 2.7. COA agrees to report promptly in writing to PMC any default or defect in PMC's services or non-conformance with any provision of this agreement.

3. PMC'S RESPONSIBILITIES:

- 3.1. PMC 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. PMC does not warrant or guarantee the outcome of project pro formas, budgets or other financial projections, or any other analysis (collectively "Analysis") developed by PMC for use in connection with its Services. Analysis prepared by PMC represents PMC's professional judgment as a consultant. It is recognized, however, that neither PMC nor COA 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. PMC 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 COA, or from any Analysis prepared by PMC.
- 3.3. PMC is not an attorney at law, and the Services provided by PMC exclude professional legal services. If the scope of PMC's Services includes assistance with the negotiations of agreements on behalf of COA, such agreements shall be subject to COA's approval. COA shall provide for the review of such agreements by COA's attorneys and insurance consultants as deemed to be appropriate by COA.
- 3.4. PMC'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. PMC shall not 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, PMC and COA shall make a good faith effort to mitigate any impacts of such circumstances to PMC's Services.

4. COMPENSATION:

- 4.1. For the performance of Services, COA shall compensate PMC as provided in the Agreement. Unless provided otherwise in the Agreement, PMC shall submit monthly invoices for Services rendered by PMC to COA. All invoices shall be prepared in accordance with the compensation terms in the Agreement and COA agrees to pay invoices within thirty (30) days after receipt thereof; provided, however, that in the event COA disputes the accuracy for any invoice prepared and presented, payment for the portion which is disputed by COA may be withheld until such dispute is resolved. Time is of the essence with respect to COA's payment obligations hereunder. All billings not in dispute are payable within thirty (30) days of receipt of invoice. Interest at the rate of one and one half (1-1/2%) percent per month shall be added to delinquent payment amounts.
- 4.2. PMC shall be entitled to additional compensation if any of the following occur: increase in the Scope of Services designated in the Proposal or other changes in the scope of PMC's Services; change in any of the key assumptions of this engagement listed in the Agreement; change in the

time period for performance of PMC's Services; change in the nature of the Services required to be performed, including changes that require more effort or resources of PMC; delay or interruption in the Project; or failure of COA to follow the advice and recommendations of PMC

- 4.3. Should PMC 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 COA or (ii) resulting from PMC's role providing its Services to COA (unless caused by PMC's gross negligence or intentional misconduct), PMC will be reimbursed on a "Time and Materials" basis, which is defined to mean the numbers of hours of Services performed by PMC's personnel multiplied by PMC's then current standard hourly rates ("Standard Hourly Rates") plus the direct cost incurred by PMC in performance of such services.
- 4.4. 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.
- 4.5. 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 COA or PMC 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 PMC with respect to compensation due to PMC under this Agreement.
- 5.2. Except for amounts due PMC under this Agreement, either party's liability under this Agreement shall not in any event exceed the amounts of compensation for Services paid to PMC under this Agreement.
- 5.3. Except for actions to enforce payment to PMC, any claim or cause of action arising under or otherwise relating to this engagement must be filed within one (1) year of the events giving rise to the claim or cause of action.
- 5.4. The rights and obligations of this Article 5 shall survive the Agreement's termination or expiration.

6. ENVIRONMENTAL CONDITION OF SITE:

- 6.1. PMC'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 PMC 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 COA or PMC. The Services performed by PMC under this Agreement are for the sole benefit of COA, and shall not be relied upon by other parties.
- 7.2. PMC and COA may not assign their rights under this Agreement without the prior written consent of the other.
- 7.3. PMC shall be entitled to use COA's name, photographs, renderings, narrative descriptions and similar materials relating to PMC's Services in connection with publications, awards, press releases, and marketing materials.
- 7.4. Provided that COA has paid all amounts due to PMC under this Agreement, COA shall be entitled to use all studies, reports, summaries, cost estimates, budgets, and other documents prepared by PMC in the performance of its Services; provided, however that COA shall not disclose or permit other parties to use such information and documents. PMC shall be entitled to retain copies of such documents for PMC's files. Notwithstanding the foregoing, PMC shall retain all ownership and intellectual property rights in, and COA shall not use or permit the use by others of, all standard contract provisions and modifications, financial analysis programs and similar tools developed by PMC for PMC's use generally and not developed solely for purposes of this engagement.
- 7.5. Any disputes between COA and PMC relating to PMC'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, shall be settled by binding confidential arbitration in accordance with the applicable arbitration rules of the American Arbitration Association. Such confidential arbitration 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 shall be entitled to recover its costs incurred in connection therewith, including reasonable attorney fees.

7.6. No failure by COA or PMC 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.

7.7. 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 COA upon thirty (30) days prior written notice if PMC is in default under this Agreement and fails to cure such default within such thirty day period. In addition, provided that COA is acting in good faith, COA shall be entitled to terminate this Agreement without cause upon thirty (30) days prior written notice to PMC.

8.2. PMC may terminate this Agreement or suspend its Services upon thirty (30) days prior written notice in the event of any of the following defaults by COA and failure of COA to cure such default within such thirty (30) day period: COA fails to make payment of amounts due to PMC under this Agreement; COA fails to follow the advice or recommendations of PMC; or COA otherwise is in default under this Agreement.

8.3. If PMC's Services are suspended for more than thirty (30) consecutive days, PMC may terminate this Agreement upon thirty (30) days prior written notice to COA.

8.4. In the event this Agreement is terminated for any reason, PMC 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 PMC, the parties hereto shall be released of any and all further liability hereunder.

8.5. This Agreement shall commence upon execution of the Agreement between PMC and COA 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. COA and PMC 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 PMC and COA, Exhibit A Scope of Services, Exhibit B Terms and Conditions, and other documents, if any, listed in the Agreement. This Agreement sets forth the entire, integrated agreement between PMC and COA, supersedes all prior proposals, negotiations, representations and agreements, whether written or oral, between PMC and COA, and shall govern the relationship between PMC and COA with respect to all Services provided by PMC to COA in connection with the engagement described in the Agreement. This Agreement may be amended only by written instrument signed by both PMC and COA.

9.3. Neither this Agreement nor PMC's performance of Services shall be deemed to create a partnership or joint venture between COA and PMC.

- 9.4. 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

Exhibit C
Property List

<u>Loc#</u>	<u>Bldg#</u>	<u>Occupancy</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Year Built</u>	<u>Sq. Ft.</u>
1	1	Court House	720 W Chisholm	Alpena	MI	49707	1935	19600
3	1	Court House Annex	719 W Chisholm	Alpena	MI	49707	1975	25800
5	1	Fairgrounds/Home	11th Street	Alpena	MI	49707	1975	1120
5	2	Fairgrounds/Fair Office	11th Street	Alpena	MI	49707	1961	1680
5	3	Frgrd Truck Barn	11th Street	Alpena	MI	49707	1975	1500
5	4	Frgrd Merch Bldg	11th Street	Alpena	MI	49707	1955	12564
5	5	Frgrd MSU Ext Ofc	11th Street	Alpena	MI	49707	1992	2100
5	6	Frgrd Grand Stand	11th Street	Alpena	MI	49707	1940	24320
5	7	Frgrd Animal Cntrl	11th Street	Alpena	MI	49707	1960	1200
5	8	Frgrd Draft Horse Barn	11th Street	Alpena	MI	49707	1975	3605
5	9	Frgrd Cattle Barn	11th Street	Alpena	MI	49707	1989	9080
5	10	Frgrd Horse Barn	11th Street	Alpena	MI	49707	1975	7200
5	11	Frgrd Rest Rooms	11th Street	Alpena	MI	49707	1971	576
5	12	Rabbit/Poultry	11th Street	Alpena	MI	49707	1994	1000
5	13	Frgrd Rest Room - East	11th Street	Alpena	MI	49707	1975	720
5	14	Frgrd New Poultry	11th Street	Alpena	MI	49707	1999	768
5	15	Frgrd Ticket Booth	11th Street	Alpena	MI	49707	1940	68
5	16	Frgrd Swine Barn	11th Street	Alpena	MI	49707	2006	6656
5	17	Frgrd Stage/Pavill	11th Street	Alpena	MI	49707	2007	2600
5	18	Sheep Barn	11th Street	Alpena	MI	49707	1980	3264
5	21	Storage Building	11th Street	Alpena	MI	49707	2020	288
5	22	Storage Building for Animal Control	11th Street	Alpena	MI	49707	2021	240
17	1	Probation & Dispatch	703 Chisholm	Alpena	MI	49707	2001	6400