

**FIRST AMENDMENT TO OWNER’S REPRESENTATIVE AGREEMENT**

This First Amendment to Owner’s Representative Agreement (“First Amendment”) is made and entered into on July 6, 2015 (“Effective Date”) by and between LIVONIA PUBLIC SCHOOLS, a Michigan general powers school district, whose address is 15125 Farmington Road, Livonia, Michigan 48154 (“School District”) and PLANTE & MORAN CRESA, L.L.C., a Michigan limited liability company, whose address is 26300 Northwestern Highway, Southfield, Michigan 48076 (Owner’s Representative).

**RECITALS**

WHEREAS, School District and Owner’s Representative executed an OWNER’S REPRESENTATIVE AGREEMENT (Agreement) on December 1, 2012 for services more fully described therein;

AND WHEREAS, School District and Owner’s Representative desire to modify and amend the Agreement to extend the Term, convert the fee to a lump sum and increase the reimbursable expenses.

NOW, THERFORE, in consideration of the mutual promises herein contained the School District and the Owner’s Representative hereto agree as follows:

- 1 Paragraph 1. (TERM) of the agreement is modified from a termination date of sixty (60) months after successful passage of a Bond Referendum (April 30, 2018) to a termination date of sixty eight (68) months after successful passage of a Bond Referendum (December 31, 2018).
- 2 Paragraph 3. A. (COMPENSATION) The parties mutually agree that the fee shall be converted from 1.75% of approximately \$150,000,000 worth of anticipated Bond Projects over to a lump sum fee of \$2,794,400. This fee was calculated as 1.48% of \$178,000,000 worth of anticipated Bond Projects, plus \$20,000 per month for eight (8) additional months.
- 3 Except as set forth in this Amendment, the Agreement in unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

**Plante & Moran CRESA, LLC**

**Livonia Public Schools:**

\_\_\_\_\_  
By: Greg VanKirk

\_\_\_\_\_  
By: Lisa Abbey

Its: Partner

Its: Director of Business Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PMC Amendment #01  
Summary

	Work under Contract	Fee %	PMC Fee	Term Extention*	Fee per Month	PMC Fee	Total
Original Contract	\$ 150,000,000	1.75%	\$ 2,625,000				
Increased Scope (\$179M vs \$150M)	\$ 178,000,000	1.48%	\$ 2,634,400				
Extention of Term*				8 months	\$ 20,000	\$ 160,000	
Increase of Reimbursables							
Adjustments			\$ 9,400			\$ 160,000	\$ 169,400

PMC Adjusted Fee \$ 2,794,400

Effective % on Increase Scope 0.60%

Fee per Month (0-25) (May 13 - May 15)	\$ 43,750	25	\$ 1,093,750
Fee per Month (25 - 60) (June 15 - April 18)	\$ 44,000	35	\$ 1,540,000
Fee per Month (25 - 60) (May 18 - Dec 18)	\$ 20,000	8	\$ 160,000
Final invoice adjustment			\$ 250
			\$ 2,794,000

\* Project end date extended from April 30, 2018 to December 31, 2018

Total term extended from 60 to 68 months