

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

This Third Amendment to Owner’s Representative Agreement (“Third Amendment”) is made and entered into on June 5, 2018 (“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 increase the fee and 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) The Term of the Agreement is extended an additional twelve (12) months to a termination date of Eighty (80) months after successful passage of a Bond Referendum (December 31, 2019).
- 2 Paragraph 3. A. (Compensation) The parties mutually agree that the fee shall be increased by an amount of Two Hundred Fifty Three Thousand Seven Hundred Fifty Dollars (\$253,750.00) to a new total fixed fee of Three Million Forty Eight Thousand One Hundred and Fifty Dollars and Zero Cents (\$3,048,150.00).
- 3 Paragraph 3. B. (Reimbursable Expenses) The parties mutually agree that the fee shall remain a not to exceed amount of Seventy Thousand and no/Dollars (\$70,000)
- 4 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: Andrea L. Oquist

Its: Partner

Its: Superintendent

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

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