



January 18, 2017

Via email: Gary.Niehaus@gpschools.org

Dr. Gary Niehaus
Superintendent
Grosse Pointe Public School System
389 St. Clair
Grosse Pointe, MI 48230

RE: Proposal for Facilities Assessment for Capital Planning

Dear Dr. Niehaus:

Thank you for the opportunity to allow Plante Moran CRESA, LLC (PMC) to present our proposal to provide consulting services to Grosse Pointe Public School System (GPPSS). We appreciate the confidence you are placing in us and if engaged, we will strive to provide you with outstanding consulting services.

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 architect, engineer, property owner, landlord, contractor or any related vendor.

ENGAGEMENT

It is our understanding that this engagement generally will involve developing a facilities assessment (i.e. capital needs) for Grosse Pointe Public School System. The deliverable will be an assessment report, documenting critical, deferred and enhancement needs by building, as well as a site improvements. These needs shall be identified in the form of project titles, approximate scope and associated costs. The project services to be provided by the PMC team for this engagement are more particularly described in the Scope of Services attached as Exhibit A 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 on Exhibit A, PMC's compensation for services, and the terms of this engagement:

- PMC will provide periodic updates to the GPPSS Administration and Board of Education
- GPPSS will provide PMC with access to facilities and GPPSS personnel as needed for this project
- Prior building/facility/technology studies and floor plans are available for review by PMC
- PMC will commence its services beginning the date of the execution of this engagement, and the term of PMC's engagement will continue until May 31, 2017

COMPENSATION

PMC's fee for the Scope of Work outlined in Exhibit A will be a fixed fee of Forty Thousand Dollars (\$40,000.00), plus actual reimbursable expenses such as mileage, printing, overnight courier services, etc. invoiced at cost, without markup. PMC will invoice GPPSS on a monthly basis in four (4) equal installments of \$10,000, plus reimbursable expenses incurred by PMC for the duration of the Project.

ACCEPTANCE

PMC will commence its services the date of the execution of this agreement, and the term of PMC's engagement will continue through May 31, 2017 and include a final report and presentation to GPPS Administration and Board of Education.

To accept this proposal including the terms of this letter and Exhibits A and B attached hereto, please sign the Accepted and Agreed acknowledgement below and return it to me. Upon execution below, this proposal (including Exhibits A and B) will become a binding agreement (Agreement) between GPPSS and PMC. Should you have any questions please contact either myself or Greg VanKirk at (248) 223-3500.

Sincerely,

PLANTE MORAN CRESA, LLC

Paul R. Wills

Paul R. Wills, AIA, NCARB, LEED AP
Partner

Greg VanKirk

Greg VanKirk, CPA
Partner

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

Accepted and Agreed:

GROSSE POINTE PUBLIC SCHOOL SYSTEMS

Gary C. Niehaus

Date: 1/30/17

By: Dr. Gary Niehaus
Its: Superintendent

EXHIBIT A

SCOPE OF SERVICES

Upon execution of the Proposal dated January 18, 2017, this Exhibit A shall be incorporated into the Agreement between GPPSS and PMC.

1. **Establish GPPSS' Facility Improvement Plan:** PMC will meet with the GPPSS central office representatives to review the District's previous requirements and requests, discuss facility improvement needs and generate an assessment report in conjunction with an implementation strategy based on curriculum goals and budget. This assessment report will categorize the areas of facilities and technology needs/goals by: critical need, deferred maintenance and property enhancement.
2. **Conduct Building Visitations:** PMC will visit the GPPSS' buildings and sites listed below to evaluate the sites and facilities including parking lots, athletic fields, building envelope and interiors, mechanical, electrical, plumbing (M/E/P) and HVAC system conditions, etc.
 - North High School
 - South High School
 - Brownwell Middle School
 - Parcels Middle School
 - Pierce Middle School
 - Defer Elementary School
 - Kerby Elementary School
 - Ferry Elementary School
 - Maire Elementary School
 - Mason Elementary School
 - Montieth Elementary School
 - Poupard Elementary School
 - Richard Elementary School
 - Trombly Elementary School
 - Administration Building
 - Barnes Early Childhood Center

The visitations will be conducted to determine upgrades necessary to support the desired educational delivery systems and will be based on observations, life cycle comparisons and professional judgments.

3. **Technology Review:** PMC will meet with GPPSS technology representatives to discuss the current technology in place as well as the District technology plan. Based on the state of current technology as well as the future needs, the assessment report will include data provided by GPPSS relative to the technology needs
4. **Develop and Present Assessment Report:** Based on the activities above, PMC will create an assessment report which identifies and categorizes each facility's needs/goals by: critical, deferred and enhancement. Scope and costs information on the facilities will be reported on a building by building basis. PMC will review this report with the GPPSS central office representatives and make revisions as appropriate. A final presentation will be presented to the Board of Education.

EXHIBIT B

TERMS AND CONDITIONS

Upon execution of the Proposal dated January 18, 2017, this Exhibit B shall be incorporated into the Agreement between GPPSS and PMC.

The consulting services we provide are inherently advisory in nature. PMC shall have no responsibility for any management decisions or management functions in connection with our services provided under this proposal as those are GPPSS' responsibilities following recommendations made to GPPSS by PMC. Further, GPPSS is responsible for evaluating the adequacy and results of the services provided by PMC. GPPSS will designate yourself or another experienced person to oversee the services we provide.

PMC and GPPSS acknowledge that PMC shall have no authority, express or implied, to enter into written or oral agreements on behalf of GPPSS, to take any other actions with respect to GPPSS's project or the business affairs of GPPSS, or to commit or otherwise obligate GPPSS in any manner whatsoever, without the prior written approval of GPPSS. 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.

PMC does not warrant or guarantee the outcome of project pro-formas, budgets or other financial projections developed by PMC for use in connection with its Services. Budgets, cost estimates, schedules, and financial projections prepared by PMC represent PMC's best professional judgment as a consultant. It is recognized, however, that neither PMC nor GPPSS 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 GPPSS, or from any cost estimate, projection or evaluation prepared by PMC.

PMC's Services do not include professional architectural or engineering services. PMC 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 GPPSS or with applicable codes or legal requirements. It shall be the responsibility of GPPSS's architect, not PMC, to identify building code and other legal requirements pertaining to the design of a project for GPPSS.

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 GPPSS, such agreements shall be subject to GPPSS's approval. GPPSS shall provide for the review of such agreements by GPPSS's attorneys and insurance consultants as deemed to be appropriate by GPPSS.

PMC's liability under this Agreement shall not in any event exceed the amounts of compensation for Services paid to PMC under this Agreement.

This Agreement may be terminated without cause by GPPSS or PMC upon thirty (30) days prior written notice provided that GPPSS/PMC is acting in good faith.