

Second Amendment to the Owner’s Representative Services Agreement Between Southfield Public Schools and Plante Moran Realpoint, LLC

This Second Amendment (the “**Second Amendment**”) to the Agreement for Owner’s Representative Services is effective as of the 1st day of April, 2026 (the “**Effective Date**”), between **SOUTHFIELD PUBLIC SCHOOLS**, a Michigan general powers school district, whose address is 24661 Lahser Road, Southfield, Michigan 48033 (“**School District**”), and **PLANTE MORAN REALPOINT, LLC**, a Michigan limited liability company, whose address is 3000 Town Center, Suite 100, Southfield, Michigan 48075 (“**Owner's Representative**”). School District and Owner's Representative may each be referred to herein as a “Party” and collectively as the “Parties”. This Second Amendment modifies that certain Agreement for Owner’s Representative Services between such Parties relative to construction and other projects undertaken through the School District's 2022 Bond Issue (the “**Bond Program**”), dated April 1, 2023, and the First Amendment dated April 1, 2024 (collectively the “**Agreement**”). As used herein and where context dictates, reference to the Agreement may mean the Agreement, as modified by this Second Amendment. Where any provision of the Agreement is modified herein, the provisions of this Second Amendment shall control; otherwise, the terms and provisions of the Agreement shall remain unmodified. All defined terms in this Second Amendment shall have the same meanings as set forth in the Agreement, unless the context clearly requires otherwise.

WHEREAS, School District and Owner’s Representative are Parties to the Agreement for Owner’s Representative to provide Owner Representation Services for the School District’s Bond Program;

WHEREAS, the School District now anticipates utilizing multiple funding sources for portions of the Bond Program, and desires additional project cost administration services to assist in tracking the various funding sources;

WHEREAS, due to limitations on the School District’s resources to facilitate moving activities related to the Bond Program and the greater complexity in move phasing than initially anticipated, the School District desires additional move facilitation services to assist with move planning and facilitation; and

WHEREAS, the Parties mutually desire to amend the agreement for the Owner’s Representative to provide additional services related to move facilitation and project cost administration as more fully set herein.

NOW THEREFORE, for good and valuable consideration, School District and Owner’s Representative agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby made part of this Amendment.
2. **Changes to the Agreement.** School District and Owner’s Representative hereby agree to amend the Agreement as follows:
 - a. **Scope of Second Amendment Additional Services.** For the period from April 1, 2026, through June 30, 2027 (the “**Second Amendment Additional Services Period**”), the Owner’s Representative will provide (i) the additional services set forth in Exhibit A to the First Amendment to the Owner’s Representative Agreement, and (ii) the additional services set forth in Exhibit A to this Amendment (collectively, the “**Second Amendment Additional Services**”).
 - b. **Compensation for Second Amendment Additional Services.** In addition to the compensation due under the Agreement, the School District will pay the Owner’s Representative a monthly fixed fee of Twelve Thousand Six Hundred Twenty-Six and No /100 Dollars (\$12,626.00) for the performance of the Second Amendment Additional Services.
 - c. **Multiple Funding Sources.** The School District will identify in writing to the Owner’s Representative all funding sources intended to be used for the Bond Program. The School District is responsible for identifying in writing to the Owner’s Representative all funding related requirements that may impact the Bond Program’s planning and implementation.

3. **Integration.** When executed, this Second Amendment shall be deemed part of the Agreement and, except as otherwise provided herein, shall be subject to all of the terms and conditions of the Agreement.
4. **Amendment Controls.** In the event of any inconsistency between the terms and conditions of this Second Amendment and other contract documents including the Agreement, the terms of this Second Amendment shall control.
5. **Agreement Remains in Force.** Except as expressly modified herein, the Agreement shall remain in full force and effect and the Parties hereto acknowledge and agree to be bound by the terms and provisions thereof.
6. **Partial Invalidity.** If any term, covenant, condition or provision of this Second Amendment or the Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.
7. **Entire Agreement.** This Second Amendment and the Agreement constitutes the whole agreement between the Parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification to this Amendment shall be valid unless in writing and signed by the Parties hereto.
8. **Counterparts.** To facilitate execution of this Second Amendment, the Parties may execute this Second Amendment in counterparts and exchange signatures by facsimile transmission or by electronic delivery of a PDF copy of the executed Second Amendment, which facsimile or PDF copy shall be deemed valid and binding.

This Second Amendment is entered into as of the day signed by the Parties but shall not be effective unless and until it is signed by the Parties.

SCHOOL DISTRICT

OWNER'S REPRESENTATIVE

By: _____

By: _____

Name: Dr. Jennifer Martin-Green _____

Name: Greg VanKirk _____

Title: Superintendent _____

Title: Partner _____

Date: _____

Date: _____

Exhibit A
Scope of Second Amendment Additional Services

The Owner's Representative's Second Amendment Additional Services are comprised of the following:

PART 1 – MOVE FACILITATION SERVICES:

1. **Move Project Initiation Phase Services:** Owner's Representative will assist and advise School District in the establishment and execution of the Move Project Initiation Phase. Activities constituting Owner's Representative Move Project Initiation Phase Services may be comprised of assisting and advising with:
 - a. Project Kick-Off Meeting Facilitation
 - b. Physical Relocation Scope Definition
 - c. School District Project Team Identification
 - d. Budget Development
2. **Move Project Planning Phase Services:** Owner's Representative will assist and advise School District in the Move Project Planning Phase. Activities constituting Owner's Representative Move Project Planning Phase Services may be comprised of assisting and advising with:
 - a. Move Schedule Development
 - b. School District Move Meeting Facilitation
 - c. Move Communications
 - d. Transition Coordination and Checklist Development
3. **Move Project Execution Phase Services:** Owner's Representative will assist and advise the School District in the execution of the Move Project. Activities constituting Owner's Representative's Move Project Execution Phase services may be comprised of assisting and advising with:
 - a. Physical Mover Procurement
 - b. Physical Relocation Logistics and Monitoring:
4. **Move Project Control Services:** Owner's Representative will assist and advise School District with monitoring the overall Move Project parameters for both schedule and budget.
5. **Move Project Close-Out Services:** Owner's Representative will assist and advise School District throughout the Close-Out process monitoring the completion of Move Project activities.
6. **Building Decommissioning Services:** Owner's Representative will assist and advise School District with the coordination and disposal of furniture being taken out of service.

PART 2 – PROJECT COST ADMINISTRATION SERVICES:

1. **Purchase Order Set up:** Owner's Representative will assist and advise the School District in developing a process for setting up purchase orders for the Bond Program.
2. **Bond Program Sources & Uses:** Owner's Representative will assist and advise the School District in mapping funding sources and uses for the Bond Program. During the Second Amendment Additional Services Period, Owner's Representative will assist and advise the School District regarding the implementation of the Bond Program's sources and uses which may include:
 - a. Provide recommendations to the School District in its development chart of accounts for bond work in the general ledger.
 - b. Assist and advise the School District in working with vendors, construction managers, and suppliers to establish invoicing procedures to allow costs to be allocated to the appropriate funding source.
 - c. Assist and advise the School District in its allocation of costs to the appropriate funding source.
3. **Documentation and Reporting:**
 - a. Assist and advise the School District regarding its monthly reconciliation of School District records to confirm purchase orders were allocated to the appropriate funding source.
 - b. Assist and advise the School District regarding its monthly reconciliation of School District records to confirm costs were allocated to the appropriate funding source.
 - c. Assist and advise the School District regarding its resolution of purchase orders and cost discrepancies that must be moved in the general ledger between funding sources.
4. **Other:**
 - a. Facilitate correspondence with the construction manager and the School District to come to an agreeable format for monthly Pay Application Submission.
 - b. Facilitate correspondence with the professional services vendors and the School District as necessary to come to an agreeable format for monthly Invoice Submission.

Exhibit A
Scope of Second Amendment Additional Services

- c. Attend reoccurring meetings to discuss cost discrepancies between funds sources to help facilitate the Project team alignment with requirements.