A MEETING OF THE
INGHAM COUNTY BUILDING AUTHORITY
WILL BE HELD ON
Friday, March 24, 2017 at 11:00am

Hilliard Building
First Floor Conference Room A
121 E. MapleStreet
Mason, Michigan

AGENDA

Call to Order
Approval of the November 2, 2016 Minutes
Additions to the Agenda
Limited Public Comment

1. Community Mental Health Project
   a. Ingham County Building Authority Resolution Approving Contract of Lease and Sublease
   b. Ingham County Building Authority Resolution Approving Ground Lease
   c. Ingham County Building Authority Bond Resolution
   d. Bergmann Associates and Building Authority Contract signatures
   e. Hiring Construction Manager Recommendation

2. Animal Shelter Facility
   a. A&E Firm Recommendation
   b. Construction Manager Recommendation

Announcements
Public Comment
Adjournment
Members Present: Peter Cohl, Tim Dolehanty and Eric Schertzing

Members Absent: None

Others Present: Chief Deputy Controller John Neilsen, Facilities Director Rick Terrill, Animal Control John Dinon, Representing Community Mental Health Stacia Chick, Sara Lurie, and John Peiffer, Ingham County Attorney Matt Nordfjord, Bergmann Associates Architect Alan Goschka, PFM Paul Stauder, and Kester So of Dickinson Wright

Call to Order: The Ingham County Building Authority meeting was called to order by Chairperson Peter Cohl at 2:00 p.m., Wednesday, November 2, 2016 in Conference Room A of the Hilliard Building, 121 E. Maple St., Mason, Michigan

Approval of the June 6, 2016 Minutes: MOVED BY SECRETARY AND SUPPORTED BY TREASURER ERIC SCHERTZING TO APPROVE THE JUNE 6, 2016 BUILDING AUTHORITY MINUTES AS WRITTEN. MOTION CARRIED UNANIMOUSLY.

Additions to the Agenda: None.

1. Discussion Regarding Community Mental Health Building Project

Mr. So, the County Bond Attorney, summarized the content of the documents for Community Mental Health. Drafts of a Resolution were sent out to authorize a notice of intent that starts the clock as well as starts the tax processes for reimbursements. Drafts of the contract lease, sublease, and ground lease. Mr. So indicated it is important to have agreed upon set of documents on file with the Clerk once the notice gets published. Mr. Cohl asked that Mr. So run through the process as far the Board of Commissioners approval of the concept of the project over the summer. Mr. So stated the structure contemplated was that the Building Authority would have the project and they would lease it to the County would then sublease it to Community Mental Health. Community Mental Health would pay rental on the sublease which would the same as the rental on the lease and those revenues would then be determined to be sufficient to pay the debt service on the bond issue accomplished, then at the end of the term Community Mental Health can acquire the property for a nominal amount.

Mr. So clarified there will be a bond issued and the proceeds of the bond issue would be used for project costs and Community Mental Health would be paying the debt service through their sublease rent. Mr. Stauder confirmed that the bond issue is up to 10 million.

Discussion. Phase 1 was 8.2 but there will need to be a re-bid of the project. CMH will need to talk about and finalize the final amount. For Phase 2, the original numbers were based on CMH’s internal team & maintenance acting as the GC and they are not sure if the Building Authority will allow them to operate the second half of the project or if they will need to actually hire a GC. There will be a handful of subs: the capital contractor, pony contractor, etc.—all for renovations. Mr. Terrill asked if $10 million was the right number.
Mr. Dolehanty stated he had met with Ms. Lurie and Ms. Chick to go over the funding for CMH. Mr. Dolehanty is very comfortable with their budget and costs. Mr. Cohl asked what would be best for CMH—the term of the bond or a longer period with smaller payments? Ms. Lurie stated it is better to have the payment schedule match, i.e. a 20 year bond and a 20 year payment schedule as that it what was budgeted for. CMH is also not looking to increase the $10 million. CMH had discussed internally that if they needed to re-bid the project then they would have to look at changing some of the internal renovations within the existing building to come within the $10 million. Mr. Stauder stated that their original concern, however, was that they need to re-bid and the former bids were from March of this year and that they will see increases in those numbers. However, $10 million is approved and can be worked into the Resolution.

Mr. So explained that once the Notice of Intent is published and the period runs, then the Building Authority and County are free to approve the forms of the contract lease, sublease, and the ground lease. Then they will do a bond authorizing resolution with either specified approval of terms and conditions or with a delegation with parameters that would allow for a sale. There may be a special building authority meeting required to determine which.

Mr. Stauder asked if there was any idea as to when the bids will begin or when the notice will be published and when cash would be needed. Mr. Peiffer stated the target dates for getting the notice published are around April 1, perhaps mid-March. Mr. Terrill stated the next step is to put an RFP out on the first of the year for a bid on a Construction Manager for renovations, not the addition. Purchasing will probably be looking at some time in January for availability to put the RFP out. The RFP is significantly complete and is waiting on some information from Mr. Peiffer and Mr. Goschka. It will go out in January, once they have the approval of the Building Authority. The current step is for Mr. Goschka to get the revisions and a copy of the draft of the AIA to Attorney Townsend. Based on Mr. Townsend’s response, changes will be made to the AIA documents.

Mr. Dolehanty indicated that if the Resolution can be done today, it can go to the November agenda or roughly every two weeks, as meetings occur. Mr. Stauder stated the Resolution is ready, but asked if the legal descriptions should be condensed to one legal description.

Discussion. Mr. Cohl stated everything should be included in the legal description so there is no confusion later on. Mr. Stauder stated that right now there are several different legal descriptions and someone should consolidate them to one description. Mr. Terrill was assigned to look into getting a property description and possibly a surveyor to the property, to Mr. Dolehanty to address the issue.

Mr. So then stated the Building Authority should discuss the Replenishment Fund. Mr. Stauder stated that the number for the Replenishment Fund is not relevant to the bond, so they do not have a number. Mr. So stated the Replenishment Fund would be used for repair and refurbishment. Mr. Cohl asked whether it is basically a Contingency Fund, which Mr. So confirmed, then asked what a fair number for the fund is. Mr. Stauder stated that in the past CMH has had a Contingency Fund with the County for about $200K over the past ten years at the facility. It has been used by CMH in the past for different issues, such as floods, but Mr. Stauder was unsure of what the initial amount was to what the repayment costs were. Mr. Lurie estimated that it was about $20,000 a year. Mr. Terrill indicated that at minimum, due to the increase in size of the property, he would double the price but without the information in front of him he cannot provide a number. Mr. Terrill was assigned to get the information then provide his recommendation on the pricing and the fund.

Mr. Stauder asked if the Referendum could be published by the end of the month. Mr. Dolehanty stated it would not be that quick. Mr. Cohl asked how quickly we could get the legal description and whether or not the Building Authority can pass a motion today. Mr. Dolehanty said if the Building Authority really pushes, it could get it to the November 22nd meeting, but that most likely it would be pushed to the
December 13th date. Mr. Nordford indicated the Building Authority could use the existing legal descriptions and later consolidate it into one. Mr. So stated that is doable, if the Commissioners and Staff approve as the documents don’t necessarily have to be the final documents, but as close to final as possible. Mr. Cohl indicated the Building Authority should wait to see what Mr. Terrill could do. Mr. Terrill stated he would make calls tomorrow morning to see if it is something that could be done internally or if it would be better to hire someone.

Mr. Stauder stated that if the only issue is the legal description, a “WHEREAS” clause could be added to indicate that the legal descriptions will be consolidated into one legal description at a later date, then it would be able to go to the late November meeting.

MR. SCHERTZING MADE A MOTION TO APPROVE THE ATTACHED RESOLUTION OF INTENT TO ENTER INTO A CONTRACTED LEASE WITH THE INGHAM COUNTY BUILDING AUTHORITY AND TO AUTHORIZE PUBLICATION OF NOTICE OF INTENT AND TO DECLARE INTENT TO REIMBURSE AND FURTHER TO CONSOLIDATE THE LEGAL DESCRIPTIONS WHEN RECEIVED. MR. DOLEHANTY SECONDED. MOTION CARRIED UNANIMOUSLY.

2. **Animal Control Shelter Facility**

Mr. Neilsen began the discussion by going over Resolution 16-409 approving the Building Authority to take over the project and its associated costs. Mr. Neilsen further stated that the understanding of the Board is that the new facility will be placed at the site of the old facility and the costs are based on 6 years and the total at the end of the millage will be about $17.608 million. Mr. Neilsen clarified that there is some of the millage to be used for supplemental staffing, but the numbers in the resolution only refer to the construction.

Mr. Cohl asked where the project is in terms of bonding, RFPs, and construction. Mr. Neilsen stated this is the first step. No RFPs, bonds, or bids had been done yet, right now there are only cost estimates.

MR. SCHERTZING MOVES TO HIRE MR. SO AS BOND COUNSEL ON THE PROJECT. MR. DOLEHANTY SECONDS. THE MOTION CARRIES UNANIMOUSLY.

MR. SCHERTZING MOVES TO HIRE MR. STAUDER AS FINANCIAL COUNSEL. MR. DOLEHANTY SECONDS. THE MOTION CARRIES UNANIMOUSLY.

Mr. So and Mr. Stauder were then assigned to get together to discuss the documents and another Building Authority meeting will be scheduled for approval for consideration by the Board.

Mr. Terrill proposed, if the Building Authority approves, to proceed with the new construction together by putting together an RFP for both Architect and Construction Manager. Discussion. Mr. Nordfjord asked whether it was possible that we would end up with the same CM on both projects. Mr. Terrill confirmed that it could but that there are three or 4 major CMs. Mr. Cohl asked if the RFPs can go out combined or separate. Mr. Terrill proposed they go out separately because the time lines for the two projects will entirely different. One of the reasons is because there is not an actual location on the site selected yet. There is some work that still needs to be done with the architect and engineering company that did the preliminary design for the jail complex that they do not want to interfere with future plans. Mr. Terrill further stated the CMH bid will be ready for January but that the bid for the Animal Shelter may not be ready to go out in January.
MR. DOELHANTY MOVES TO HAVE MR. TERRILL PREPARE THE RFPS FOR THE ANIMAL SHELTER PROJECT. MR. SCHERTZING SUPPORTS. THE MOTION CARRIES UNANIMOUSLY.

Mr. Schertzing asked whether there are any proximity issues with the Shelter and the jail being side by side, no issues with drainage, storm infrastructure, or sanitary lines of issue. Mr. Terrill stated there are as well as fiber utilities that may impact the jail’s operation. Mr. Schertzing then asked if how this project is done could impact a future project. Mr. Neilsen indicated that these are things that will have to be taken into consideration.

Mr. Terrill stated once a location on the site is determined he will most likely begin an environmental inspection and soil sampling. Mr. Nordfjord asked when start of building would be. Mr. Terrill indicated that if everything goes smoothly and quickly it could start as early as next summer.

Mr. Cohl asked is a separate RFP needs to be done for the soil samples and Mr. Schertzing asked is the Building Authority needs to legally describe the site and where the activity will take place for the bond. Mr. So stated he would like to talk to Mr. Stauder in order to determine the structure of the documents because it would likely be just a lease, so the new facility would need to have a legal description. Mr. Schertzing indicated that Mr. Terrill would only need to do a legal description within the greater description the county has for the parcel.

**Limited Public Comment:** None.

The November 2, 2016 Building Authority meeting adjourned at 2:53 p.m.
RESOLUTION APPROVING CONTRACT OF LEASE AND SUBLEASE

At a special meeting of the Commission of the Ingham County Building Authority, Ingham County, Michigan, held on the 24th day of March, 2017, at 11:00 a.m., Michigan time, in the Hilliard Building Conference Room A, 121 Maple Street, Mason, Michigan.

PRESENT:  

ABSENT:  

The Secretary presented the proposed Contract of Lease between the Ingham County Building Authority (the "Authority") and the County of Ingham (the "County") dated as of May 1, 2017, relative to the renovation, construction, furnishing, equipping and improving of the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan, and the construction, acquisition, furnishing and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the "Project").

The Secretary presented a proposed Sublease among the Authority, the County and the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH"), who will be the major tenant in, occupy and maintain the Project, and pay rental required under the Contract of Lease with respect to the Project.

The following resolution was offered by _______________ and seconded by _______________:

WHEREAS, pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (hereinafter referred to as "Act 31"), the County has heretofore authorized and directed the incorporation of the Authority; and

WHEREAS, a proposed Contract of Lease (Exhibit A) between the Authority and the County and a proposed Sublease (Exhibit B) among the Authority, the County and CMH have been prepared and presented to this Commission; and

WHEREAS, it is necessary and desirable for the Authority to enter into the proposed Contract of Lease with the County and the proposed Sublease with the County and CMH.
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE INGHAM COUNTY BUILDING AUTHORITY, as follows:

1. The Contract of Lease is hereby approved and the Chairperson, the Treasurer or the Secretary are directed to execute the Contract of Lease on behalf of the Authority and to deliver the same to the County no earlier than 60 days after the Notice of Intent was published and only if the applicable referendum period has expired without the filing of sufficient petitions requesting a referendum, with such changes which are not materially adverse to the Authority. Changes to the not to exceed amount of bonds and the term of the Contract of Lease are deemed not materially adverse, provided that the overall not to exceed principal amount of $10,000,000 is not exceeded and the length of the term of the Contract of Lease does not extend beyond November 1, 2038.

2. The Sublease is hereby approved and the Chairperson, the Treasurer or the Secretary are directed to execute the Sublease on behalf of the Authority and to deliver the same to the County and CMH upon execution of the Contract of Lease, with such changes which are not materially adverse to the Authority.

3. The Chairperson, the Treasurer or the Secretary shall execute and deliver as many copies of the Contract of Lease and the Sublease as they shall, in their discretion, deem necessary or desirable.

4. Copies of the Contract of Lease and Sublease this day presented to the Commission shall be attached to the minutes of this meeting and placed on file in the office of the Secretary.

5. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

YEAS: 

NAYS: 

ABSTENTIONS: 

RESOLUTION ADOPTED.
I, the duly acting and qualified Secretary of the Ingham County Building Authority, hereby certify that the foregoing is a true and complete copy of proceedings taken by the Commission of the Authority at a special meeting held on the 24th day of March, 2017, the original of which proceedings is on file in my office. I further certify that notice of said meeting was given in accordance with the Open Meetings Act.

____________________________________
Secretary
Ingham County Building Authority
EXHIBIT A

CONTRACT OF LEASE
EXHIBIT B

SUBLEASE
RESOLUTION APPROVING CONTRACT OF LEASE AND SUBLEASE

At a [special][regular] meeting of the Commission of the Ingham County Building Authority, Ingham County, Michigan, held on the ___24th___ day of ________, 2016, March, 2017, at __11:00___ a.m., Michigan time, in the Ingham County Courthouse in Hilliard Building Conference Room A, 121 Maple Street, Mason, Michigan.

PRESENT:  

______________________________________________________________
______________________________________________________________

ABSENT:  

______________________________________________________________

The Secretary presented the proposed Contract of Lease between the Ingham County Building Authority (the "Authority") and the County of Ingham (the "County") dated as of ______May 1, 2016, 2017, relative to the renovation, construction, furnishing, equipping and improving of the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan, and the construction, acquisition, furnishing and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the "Project").

The Secretary presented a proposed Sublease among the Authority, the County and the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CHM"), who will be the major tenant in, occupy and maintain the Project, and pay rental required under the Contract of Lease with respect to the Project.

The following resolution was offered by ________________ and seconded by ________________:

WHEREAS, pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (hereinafter referred to as "Act 31"), the County has heretofore authorized and directed the incorporation of the Authority; and
WHEREAS, a proposed Contract of Lease (Exhibit A) between the Authority and the County and a proposed Sublease (Exhibit B) among the Authority, the County and CMH have been prepared and presented to this Commission; and

WHEREAS, it is necessary and desirable for the Authority to enter into the proposed Contract of Lease with the County and the proposed Sublease with the County and CMH.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE INGHAM COUNTY BUILDING AUTHORITY, as follows:

1. The Contract of Lease is hereby approved and the Chairperson, the Treasurer or the Secretary are directed to execute the Contract of Lease on behalf of the Authority and to deliver the same to the County no earlier than 60 days after the Notice of Intent was published and only if the applicable referendum period has expired without the filing of sufficient petitions requesting a referendum, with such changes which are not materially adverse to the Authority. Changes to the not to exceed amount of bonds and the term of the Contract of Lease are deemed not materially adverse, provided that the overall not to exceed principal amount of $10,000,000 is not exceeded and the length of the term of the Contract of Lease does not extend beyond November 1, 2038.

2. The Sublease is hereby approved and the Chairperson, the Treasurer or the Secretary are directed to execute the Sublease on behalf of the Authority and to deliver the same to the County and CMH upon execution of the Contract of Lease, with such changes which are not materially adverse to the Authority.

3. The Chairperson, the Treasurer or the Secretary shall execute and deliver as many copies of the Contract of Lease and the Sublease as they shall, in their discretion, deem necessary or desirable.

4. Copies of the Contract of Lease and Sublease this day presented to the Commission shall be attached to the minutes of this meeting and placed on file in the office of the Secretary.

5. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

YEAS:
RESOLUTION ADOPTED.
I, the duly acting and qualified Secretary of the Ingham County Building Authority, hereby certify that the foregoing is a true and complete copy of proceedings taken by the Commission of the Authority at a [special][regular] meeting held on the _____ 24th day of ________, 2016, [March, 2017], the original of which proceedings is on file in my office. I further certify that notice of said meeting was given in accordance with the Open Meetings Act.

____________________________________
Secretary
Ingham County Building Authority
EXHIBIT B

SUBLEASE
CONTRACT OF LEASE

THIS FULL FAITH AND CREDIT (LIMITED TAX) GENERAL OBLIGATION CONTRACT OF LEASE made as of the 1st day of May, 2017, by and between the INGHAM COUNTY BUILDING AUTHORITY (sometimes hereinafter referred to as the "Authority"), a building authority organized and existing under and pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, (sometimes hereinafter referred to as "Act 31"), and the COUNTY OF INGHAM, a county organized and existing under the Constitution and laws of the State of Michigan (sometimes hereinafter referred to as the "County").

W I T N E S S E T H:

WHEREAS, the Authority has been incorporated by the County pursuant to Act 31 for the purposes set forth in Act 31; and

WHEREAS, the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH") has requested the County to renovate, construct, furnish, equip and improve the existing Community Mental Health Building located at 812 East Jolly Road, Mason, Michigan, and has proposed that the County renovate, construct, furnish, equip and improve said facility and construct, acquire, furnish and equip an approximately 42,000 square foot addition thereto, together with associated parking (the said facility and addition hereinafter sometimes referred to as the "Project"); and

WHEREAS, it is proposed that the Authority finance all or part of the cost of the Project by the issuance of building authority bonds payable from cash rental payments by the County to the Authority pursuant to this Contract of Lease; and
WHEREAS, an estimate of 40 years and upwards as the period of usefulness of the Project and an estimate of $10,000,000 as the cost of the Project have been prepared and have been filed with the County Clerk and the Secretary of the Authority; and

WHEREAS, in order to provide for renovating, constructing, furnishing, equipping, improving and financing the Project and to make possible the issuance of building authority bonds to defray all or part of the cost of the Project it is necessary for the parties to enter into this Contract of Lease.

THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS AND AGREEMENTS HEREINAFTER SET FORTH, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Authority shall, as soon as practicable after the effective date of this Contract of Lease, proceed to issue its building authority bonds in one or more series in the aggregate principal amount of $10,000,000 or such lesser amount as shall be determined by the Commission of the Authority to be necessary to defray all or part of the cost of the Project, pursuant to and in accordance with the provisions of Act 31, and shall pledge for the payment of the principal of and interest on said bonds the receipts from the cash rental payments hereinafter agreed to be paid by the County. The bonds shall be serial bonds, term bonds or a combination thereof dated as of such date as shall be determined by the Authority, shall bear interest at a rate or rates not to exceed 5% per annum and shall mature (subject to such prior redemption, if any, as may be provided in the bond authorizing resolution) on such dates and in such years as shall be determined in the resolution authorizing the issuance of the bonds. Upon receipt of the proceeds of the sale of the building authority bonds the Authority immediately shall deposit such proceeds (other than any premium, capitalized interest and accrued interest received from the purchaser of the bonds, which shall be transferred to the bond and interest redemption fund) into a construction fund, which shall be maintained as a separate depositary account and from which shall be paid the cost of the Project.
2. After the building authority bonds have been sold, the Authority shall renovate, construct, furnish, equip and improve the Project or cause the renovation, construction, furnishing, equipping and improving thereof.

(a) The Authority shall contract with the architect selected by CMH for the Project unless the Authority objects to the contracting with the selected architect. In such event the Authority shall contract with another architect selected by CMH with whom the Authority has no objections. All final plans and specifications prepared by the architect and the total project budget shall be reviewed and approved by CMH before commencement of construction. The final plans and specifications and the total project budget shall also require approval of the Authority and the County, which approval shall not be unreasonably withheld.

(b) The Authority, in consultation with CMH, shall select a construction manager for the Project. After the plans and specifications have been approved by the Authority, CMH and the County, no changes shall be made except as approve by the Authority, the County and CMH in writing. The Authority, the County and CMH shall designate those persons who are authorized to approve changes to the plans and specifications. Any such changes shall be made by change order.

(c) The cost estimate and the estimated period of usefulness for the Project, both of which heretofore have been filed with the County Clerk and the Secretary of the Authority, are approved and adopted. The cost of the Project shall include not only the direct costs of renovating, constructing, furnishing, equipping and improving the Project but all other costs including, without limitation, all architectural, engineering, construction management, moving, financial, legal, printing and publishing costs and expenses incidental to the Project and to the issuance of the building authority bonds.

3. In the event that the Authority shall at any time determine that the Project cannot be completed at the estimated cost, the Authority immediately shall so notify the County in writing, specifying the additional funds required, and thereupon one of the following actions shall be taken: (a) the County shall pay or cause to
be paid to the Authority in cash the additional amount so required, or (b) the Authority shall issue building authority bonds in such increased or additional principal amount as shall be necessary to complete the Project, or (c) the Project shall be modified so as to permit its completion within the estimated cost. No such increased or additional building authority bonds shall be issued unless the County and the Authority shall provide by amendment or supplement of this Contract of Lease for such issuance and for an increase in the cash rental payable by the County hereunder sufficient to permit payment of the principal of and interest on the increased or additional bonds. Any additional building authority bonds so issued shall have equal standing with the bonds hereinbefore authorized to be issued. The proceeds of any such cash payments or increased or additional bonds (except for accrued interest, premium and capitalized interest) shall be deposited into the construction fund for the Project.

4. If, after completion of the Project, moneys remain in the construction fund, such moneys shall be considered to be an unexpended balance of the proceeds of the sale of the bonds. Any unexpended balance of the proceeds of the sale of the bonds remaining after completion of the Project may be used to improve or enlarge the Project or for other Projects of the Authority leased to the County if such use is approved by the Michigan Department of Treasury, if required by law, and by the County. Any unexpended balance not so used shall be paid into the bond and interest redemption fund and the County shall receive a credit against the cash rental payments next due under this Contract of Lease to the extent of the moneys so deposited in the manner provided in the resolution authorizing the bonds.

5. The Authority shall require the contractor or contractors for the construction of the Project to furnish all necessary bonds guaranteeing performance and all labor and materials bonds and all owners protective, workers compensation and liability insurance required for the protection of the Authority and the County. All bonds and insurance, and the amounts thereof, shall be subject to approval of the County attorney. All such insurance shall be made effective from the date of issuance of the building authority bonds described in
Section 1 or commencement of construction of the Project, whichever is later. The Authority also shall require a sufficient fidelity bond from any person handling funds of the Authority.

6. The Authority hereby leases the Project and the Site described on Exhibit A to the County for a term commencing on the effective date of this Contract of Lease and ending on [November 1, 2038], or such earlier date as hereinafter provided. Possession of the Project shall vest in the County upon completion of construction of the Project. When all of the building authority bonds issued by the Authority to finance the Project have been retired, the Authority shall convey to the County all of its right, title and interest in the Project and any lands, air space, easements or rights-of-way appertaining thereto. Upon such conveyance by the Authority to the County, this Contract of Lease and the leasehold term shall terminate and the Authority shall have no further interest in, or obligations with respect to, the Project.

7. The County hereby agrees to pay to the Authority as cash rental for the Project herein leased to it by the Authority such periodic amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the building authority bonds to be issued by the Authority as such principal and interest shall become due. On the 15th day of the month preceding the first date that any noncapitalized interest shall become due on the bonds and semiannually thereafter while any of the bonds remain outstanding the County shall pay to the Authority an amount sufficient to pay the interest due on the bonds on the first day of the following month. On the 15th day of the month preceding the first principal payment date on the bonds and annually thereafter while any of the bonds are outstanding the County shall pay the Authority an amount sufficient to pay the principal due on the bonds on the first day of the following month. If for any reason the cash rental payments made by the County are not used to pay the principal of and interest on the bonds, the County agrees to pay to the bondholders on behalf of the Authority as additional cash rental such amounts as are necessary to pay such principal and interest. The County hereby pledges its limited tax full faith and credit for the payment of the cash rental when due and agrees that it will levy each year such ad valorem taxes as shall be necessary for the
payment of such cash rental which taxes shall be subject to applicable constitutional and statutory tax limitations. If the County, at the time prescribed by law for the making of its annual tax levy, shall have other funds on hand which have been set aside and earmarked for payment of its obligations for which a tax levy otherwise would have to be made, then the tax levy shall be reduced by the amount of such other funds. Such other funds may be raised from any lawful source. The obligation of the County to make such cash rental payments shall not be subject to any setoff by the County nor shall there be any abatement of the cash rentals for any cause including, but not limited to, casualty that results in the Project being untenantable.

8. The County may pay in advance to the Authority any cash rental payments herein required to be made and in such event shall be credited therefor upon future-due cash rental payments as the County shall direct. Any such advance payments, if the County shall so direct, shall be used by the Authority to redeem or purchase bonds prior to maturity when and to the extent possible and to pay the interest thereon and any call premiums applicable thereto. Any such advance payments shall be deposited in the bond and interest redemption fund of the Authority. The County also shall have the right to purchase bonds on the open market and to surrender the same to the Authority at any time. In the event that any bonds are redeemed or purchased and surrendered as above provided, the respective amounts which otherwise would have been payable as semiannual interest thereon shall be credited upon the cash rental payments otherwise required to be made on the cash rental payment dates next preceding such semiannual interest payment dates and the principal amount of such bonds shall be credited upon the cash rental payments otherwise required to be made on the cash rental payment dates next preceding the maturity dates of the bonds. Any bonds redeemed, purchased or surrendered shall be cancelled.

9. In addition to the cash rental provided for in Section 7 hereof, the County hereby agrees to pay to the Authority all operating expenses of the Authority including expenses incidental to the issuance and payment
of the bonds to the extent such expenses are not paid from the proceeds of the bonds. The obligations of the County to make such payments shall be limited tax general obligations of the County.

10. The County shall, at its own expense, operate and maintain the Project and shall keep the same in good condition and repair. The County may contract for the operation and maintenance of the Project or any part of the Project by a private party. Operation and maintenance shall include (but not be limited to) the providing of all personnel, equipment and facilities, all air conditioning, light, power, heat, telephone, water, sewage disposal, storm drainage and all other personnel services, equipment and supplies, of whatever nature, as shall be necessary or expedient for the operation and maintenance of the Project. Premiums for insurance required to be carried upon or with respect to the Project or the use thereof and taxes levied upon either party hereto on account of the ownership or use thereof or rentals or income therefrom likewise shall be deemed operation and maintenance expenses. The obligation of the County to pay all costs and expenses of the operation and maintenance of the Project shall be a limited tax general obligation of the County.

11. The County shall provide, at its own expense, fire and extended coverage, malicious mischief and vandalism insurance in an amount which is at least equal to the amount of the building authority bonds outstanding from time to time or to the amount of the full replacement cost of the Project if that amount be less than the amount of bonds outstanding. Such insurance shall be payable to the County and the Authority as their interests may appear and shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later. In the event of the partial or total destruction of the Project during or after construction, or if the Project is for any reason made unusable, the cash rental payments as provided in Section 7 hereof shall continue unabated. The County shall have the option to use the proceeds of insurance, in the event of loss or damage to the Project, for the repair or restoration of the Project. If the County shall determine not to use the proceeds of insurance for the repair or restoration of the Project the amount of such insurance proceeds shall be paid to the Authority and by it
deposited in the bond and interest redemption fund and the County shall receive appropriate credits on future cash rental payments due.

12. The County shall provide adequate liability insurance protecting the County, the Authority and the members of the Commission of the Authority against loss on account of damage or injury to persons or property, imposed by reason of the ownership, possession, use, operation or repair of the Project or resulting from any acts of omission or commission on the part of the County, the Authority, the members of the Commission of the Authority or their agents, officers or employees in connection therewith. Such insurance shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later.

13. The County shall hold the Authority and the members of its Commission harmless and to the extent permitted by law keep it fully indemnified at all times against any loss, injury, or liability to any person or property by reason of the use, misuse, or non-use of the Project by the County or by any other person or from any act or omission in, on or about the Project, including any liability resulting from any and all environmental matters pertaining thereto. The County shall, at its own expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental regulation or order, and shall save the Authority and the members of its Commission harmless and free from all cost or damage in respect thereto.

14. The County, in its sole discretion, may install or construct in or upon, or may remove from the Project, any equipment, fixtures or structures and may make any alterations or structural changes as it may desire, but the County shall not make any permanent alterations to the Project that will affect adversely the security for the building authority bonds to be issued by the Authority or the prompt payment of the principal of or interest on such bonds.
15. The Authority, through its officers, employees or agents, may enter upon the Project at any time during the term of this Contract of Lease for the purpose of inspecting the Project and determining whether the County is complying with the covenants, agreements, terms and conditions hereof.

16. Inasmuch as this Contract of Lease, and particularly the obligations of the County to make cash rental payments to the Authority, provides the security for payment of the principal of and interest on the building authority bonds to be issued by the Authority to finance the Project, it is hereby declared that this Contract of Lease is made for the benefit of the holders of said bonds as well as for the benefit of the parties and that said holders shall have contractual rights herein. In the event of any default on the part of the County, the Authority and the holders of said bonds shall have all rights and remedies provided by law and especially by Act 31. The parties further covenant and agree that they will not do or permit to be done any act, and that this Contract of Lease will not be amended in any manner, which would impair the security of said bonds or the rights of the holders thereof. An amendment of this Contract of Lease to authorize the issuance of additional building authority bonds and providing for the payment of additional cash rentals for the payment thereof shall not be deemed to impair the security of the bonds or the rights of the holders.

17. This Contract of Lease shall inure to the benefit of, and be binding upon the respective parties hereto and their successors and assigns; provided, however, that no assignment shall be made in violation of the terms hereof nor shall any assignment be made which would impair the security of the bonds or the rights of the holders thereof.

18. Additional building authority bonds of equal standing with the bonds herein authorized may be issued, in addition to those for which provision is made in Section 3, for the purpose of making improvements or additions to the Project; provided, however, that no such bonds of equal standing may be issued unless this Contract of Lease is amended or supplemented to provide for such issuance and for an increase in the cash rental payments required to be made by the County in amounts sufficient to permit payment of the principal of
and interest on such additional bonds. Nothing in this Contract of Lease shall prevent the Authority from issuing building authority bonds to finance other Projects for lease to the County.

19. In the event the building authority bonds to finance the Project cannot be or are not issued by the Authority prior to January 1, 2018, the Project shall be abandoned and the County shall pay all expenses of the Authority incurred to the date of abandonment, and neither party shall have any further obligations under this Contract of Lease. The provisions of this Section 19 may be extended or waived by the parties by resolution of their respective governing bodies.

20. Except as otherwise provided herein, the right to give any consent, agreement or notice herein required or permitted shall be vested, in the case of the County, in its Board of Commissioners, and in the case of the Authority, in its Commission. Any notice required or permitted to be given hereunder shall be given by delivering the same, in the case of the County, to the County Clerk or the Deputy County Clerk, and in the case of the Authority, to any member of its Commission.

21. In the event there shall occur changes in the constitution or statutes of the State of Michigan which shall affect the organization, territory, powers or corporate status of the County, the terms and provisions of this Contract of Lease shall be unaffected thereby insofar as the obligation of the County to make cash rental payments is concerned. The proceeds of any sale or other liquidation of any interest of the County in the Project are hereby impressed with a first and prior lien for payment of any outstanding building authority bonds or other obligations of the Authority incurred by reason of the Project or any additions or improvements thereto.

22. This Contract of Lease shall become effective 60 days after a notice of intention of entering into this Contract of Lease has been published in a newspaper of general circulation in the County as required by Section 8b(3) of Act No. 31; provided, however, that if a petition for a referendum requesting an election on this Contract of Lease is filed with the County Clerk within 45 days after the notice is published, signed by not less than 10% or 15,000 of the registered electors of the County, whichever is less, then this Contract of Lease shall
become effective only if and when approved by a majority of the electors of the County voting thereon. This Contract of Lease shall terminate on [November 1, 2038], unless terminated prior to such date in accordance with the provisions hereof.

[Signature Page Follows]
IN WITNESS WHEREOF, the INGHAM COUNTY BUILDING AUTHORITY, by its Commission, and the COUNTY OF INGHAM, by its Board of Commissioners, each have caused this Contract of Lease to be signed in its name, for and on its behalf, by its duly authorized officers, as of the day and year first above written.

Witnessed: INGHAM COUNTY BUILDING AUTHORITY

_________________________ By: ________________________________

Its: Chairperson, Ingham County Building Authority

Witnessed: COUNTY OF INGHAM

_________________________ By: ________________________________

Its: Chairperson, Board of Commissioners

APPROVED AS TO FORM
FOR THE COUNTY OF INGHAM
COHL, STOKER & TOSKEY, P.C.

By:_________________________
EXHIBIT A

The Project includes the renovation, construction, furnishing, equipping and improvement of the existing Community Mental Health Building located at 812 East Jolly Road, Mason, Michigan and the construction, furnishing and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the facility addition and parking improvements, collectively, the "Project").

The Site for the Project is described as follows:

THAT PART OF THE FRACTIONAL NORTHWEST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 2 WEST, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, DESCRIBED AS:
BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 3 LYING S88°45 ' 28" E 366.81 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 3; THENCE CONTINUING 588°45' 28" E ON SAID NORTH LINE 355.00 FEET; THENCE S00°35 ' 42" W 329.70 FEET; THENCE S88°44'12"E 65.95 FEET TO THE NORTHWEST CORNER OF THE PLAT OF BATTENFIELD SUBDIVISION NO. 1, AS RECORDED IN LIBER 16 OF PLATS, PAGES 3 AND 4, INGHAM COUNTY RECORDS; THENCE S00°37' 55" W 518.27 FEET ALONG THE WEST LINE OF THE PLAT OF BATTENFIELD SUBDIVISION NO. 1 AND THE WEST LINE OF THE PLAT OF PENNSYLVANIA HEIGHTS, AS RECORDED IN LIBER 17 OF PLATS, PAGE 38, INGHAM COUNTY RECORDS, TO THE NORTH LINE OF THE PLAT OF ROSELAWN, AS RECORDED IN LIBER 29 OF PLATS, PAGE 6, INGHAM COUNTY RECORDS; THENCE N89°04 ' 25" W ALONG SAID NORTH LINE 344.00 FEET; THENCE N01°14 ' 32"E 404.83 FEET; THENCE N88°45 ' 25" W 86.20 FEET; THENCE N01°14' 32"E 445.01 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 6.99 ACRES, MORE OR LESS, INCLUDING 0.26 ACRE, MORE OR LESS, PRESENTLY IN USE AS PUBLIC RIGHT OF WAY; SAID PARCEL SUBJECT TO ALL EASEMENTS AND RESTRICTIONS IF ANY. ALSO COM 463.9 FT W OF N 1/8 POST OF NW 1/4 SEC 3, TH W 66 FT, S 330 FT, E 66 FT, N 330 FT TO BEG; SEC 3 T3N R2W; ALSO COM 721.9 FT E OF NW COR SEC 3, TH E 66 FT, S 330 FT, W 66 FT, N TO BEG; SEC 3 T3N R2W

Commonly known as:
812 East Jolly Road, Lansing, MI; 830 East Jolly Road, Lansing, MI; and 836 East Jolly Road, Lansing, MI.
On this ____ day of __________, 2017, in Ingham County, Michigan, before me appeared ______________________, the Chairperson of the Commission of the Ingham County Building Authority, a public corporation in the State of Michigan, and, being duly sworn, did say that the foregoing Contract of Lease was signed and sealed on behalf of said Authority by authority of its Commission, and the said person acknowledged said instrument to be the free act and deed of said Authority.

____________________________________

Notary Public, _______ County, Michigan
Acting in Ingham County, Michigan
My commission expires:
STATE OF MICHIGAN )
COUNTY OF INGHAM )ss

On this ____ day of _______, 2017, in Ingham County, Michigan, before me appeared
_______________, the Chairperson of the Ingham County Board of Commissioners of the County of Ingham,
Michigan, and, being duly sworn, did say that the foregoing Contract of Lease was signed and sealed on behalf
of said County by authority of its Board of Commissioners, and the said person acknowledged said instrument
to be the free act and deed of said County.

__________________________________________
Notary Public, _______ County, Michigan
Acting in Ingham County, Michigan
My commission expires:
SUBLEASE

This Sublease made as of May 1, 2017, by and between the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and the COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON-EATON-INGHAM COUNTIES (hereinafter designated as the "CMH").

WHEREAS, the County and the Ingham County Building Authority (the "Authority") have entered into a Full Faith and Credit General Obligation Contract of Lease dated as May 1, 2017 (the "Contract of Lease"), with respect to the renovation, construction, furnishing, equipping and improvement of the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan and the acquisition, construction, furnishing and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the "Project"); and

WHEREAS, CMH has received a copy of the Contract of Lease and is familiar with its contents; and

WHEREAS, it is proposed that the Project be used by CMH to provide community mental health services to its members' residents; and

WHEREAS, in order to permit the Project to be used by CMH for its purposes and to permit CMH to assume the obligations of the County incurred by the County in the Contract of Lease, it is necessary for the County and CMH to enter into this Sublease.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

23. Description and Term. In consideration of the rents described below and the covenants and agreements to be performed by CMH and the County under this Sublease, the County subleases to CMH, and CMH subleases from the County, the Project, together with all improvements thereon and additions thereto as described in Exhibit A, for the term beginning as of the effective date of the Contract of Lease and ending on the termination date specified in the Contract of Lease.


(a) CMH hereby expressly assumes all of the County's obligations to pay the cash rentals, as described in the Contract of Lease at the times and in the amounts required to be paid by the County, including the obligations which are not determined as to amount at the time of this Sublease. Concurrent with the payment of the cash rentals, CMH shall give notice in writing to the County of such payment.

(b) In further consideration of this Sublease, CMH shall pay all other amounts required to be paid by the County under the Contract of Lease; shall continue to provide community mental health services in the jurisdictional boundaries of the County and its other members; and in addition shall be responsible for and pay all of the costs of using, owning, operating, managing, insuring, repairing, maintaining and equipping the Project and all amounts incurred by the County under the hold harmless and indemnity provisions of the Contract of Lease, and all expenses incurred under paragraphs 9, 10, 11 and 12 of the Contract
of Lease. All payments of cash rental shall be made directly for and on behalf of the County to the entity described as the "Bond Registrar and Paying Agent" or "Trustee" or "Transfer Agent" in the Authority's resolution authorizing issuance of bonds, adopted by the Authority in accordance with the Contract of Lease.

(c) In further consideration of this Sublease, CMH shall assume and be subject to all limitations and responsibilities of the County under the Contract of Lease.

(d) In further consideration of this Sublease, CMH shall, at its own expense, indemnify, protect, defend and hold harmless the County, the Authority, its elected and appointed officers, employees, and agents at all times against any loss, injury, or liability to any person or property by reason of the use, misuse, or non-use of the Project by CMH or by any other person or from any act or omission in, on or about the Project, including any liability resulting from any and all environmental matters pertaining thereto. CMH shall, at its own expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental regulation or order, and shall save the County and the Authority and its elected and appointed officers, employees, and agents harmless and free from all cost or damage in respect thereto.


(a) CMH covenants not to assign or transfer this Sublease under any circumstances without the prior written consent of the County.

(b) CMH authorizes the County Treasurer to allocate and utilize, without any further authorization or action on the part of CMH, the millage monies, if any, of CMH that may be lawfully used by CMH for payment of CMH's obligations under this Sublease.

26. CMH's Responsibilities.

Without limiting the foregoing, CMH agrees as follows:

(a) CMH shall accept the premises "as is and with all faults."

(b) CMH shall pay for all gas, water, heat, electricity, light, telephone, or any other communication or utility service used in or rendered or supplied to the premises during the term of this Sublease, as the same shall become due.

(c) CMH shall not perform or permit any acts or carry on any practices which may injure the building and structures on the premises, and shall, to the extent practicable, keep the premises clean and free from rubbish, dirt, snow and ice at all times and in full compliance with all applicable laws and ordinances.

(d) CMH shall maintain the premises and all fixtures and equipment therein, including all plumbing, sprinkler, heating, air-conditioning, electrical, gas, security and safety and like fixtures and equipment, all window glass, ceilings, doors and door frames, windows and window frames of the premises in good repair and condition, and shall make all repairs, replacements and upgrades to such fixtures and equipment.

(e) CMH shall provide or cause to be provided comprehensive and general, public liability insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the premises, or arising out of the improvement, repair or alteration of the premises. To the extent
CMH and the County agree, such insurance may be purchased by the County, and CMH may be required to reimburse the County, at the County's request, for the cost of all or a portion of such insurance and if requested, shall maintain any self-insured retention or additional insurance in the amount of such self-insured retention otherwise applicable to the County's insurance program. CMH shall reimburse the County, at the County's request, for all or a portion of the cost of insuring the premises. The limits of such insurance shall be agreed upon by the County and CMH. The party providing the insurance shall furnish the other party a binder renewing the insurance policy at least 30 days before the policy expires. Any such policy or binder shall name the other party as an additional insured and shall provide for at least 30 days' notice to the other party of any change in coverage or cancellation.

(f) CMH shall be responsible for the risk of loss of all its personal property on the premises and shall provide fire and extended coverage insurance on CMH's personal property located in the premises in amounts reasonably deemed adequate by CMH to fully insure such personal property. It is understood and agreed that if CMH's personal property is damaged or destroyed in whole or in part by fire or other casualty during the term hereof, CMH will repair and restore the same to good condition with reasonable dispatch based solely upon the amount of insurance proceeds received by CMH to cover such casualty.

(g) CMH shall maintain the interior wall coverings and floor coverings in good repair and shall replace such wall and floor coverings at its own expense as needed.

(h) CMH shall be solely responsible for the provision, maintenance and repair of any exterior and interior signs relating to the use of the premises.

(i) CMH shall maintain the roof, structural supports, exterior and interior walls, floors, walkways, grounds, landscaping and parking lots in good condition.

(j) CMH shall maintain at all times during the term of this Sublease a repair and replacement fund in an amount not less than $400,000, the money credited thereto to be used solely for the purpose of making repairs and replacements to the premises. If at any time it shall be necessary to use moneys in the repair and replacement fund for the purpose of which said fund was established, the moneys so used shall be replaced from any moneys of CMH which are not required by law or contract to be used for other purposes.

(k) CMH shall be responsible for assuring that access to the premises (exterior and interior) is in continuing compliance with the Americans with Disabilities Act and the Michigan Handicappers' Civil Rights Act, and any other applicable laws governing access to the premises for persons with disabilities, now existing or hereafter adopted. CMH will provide the County and the Ingham County Building Authority with any easements it requires or requests with respect to the Project.

27. Additional Covenants.

(a) CMH hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of interest on the Authority's bonds from adjusted gross income for federal income taxation purposes under the Internal Revenue Code of 1986, as amended, including, but not limited to actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure or investment of bond proceeds and moneys deemed to be bond proceeds.

(b) CMH further covenants that it will comply with the requirements of Rule 15c2-12 of the Securities Exchange CMH regarding continuing disclosure, as more fully set forth in the Official Statement related to the Authority's bonds.
28. **Remedies.** If CMH shall breach or fail to perform any of the promises and agreements in this Sublease or any other agreement entered into between the County and CMH, and such failure shall continue, without commencement and diligent pursuit of remedial action, for sixty (60) days after written notice from the County, the County may commence such performance at CMH's cost and expense or terminate this Sublease and reenter and repossess the Premises at the discretion of the County. If the County prevails in any such action, CMH shall be responsible for the County's reasonable attorneys' fees and costs incurred in connection with such action.

29. **Remedies not Exclusive.** It is agreed that each and every of the rights, remedies and benefits provided by this Sublease shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law.

30. **Governing Law.** This Sublease shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Sublease the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

31. **Amendment.** All modifications, amendments or waivers of any provision of this Sublease shall be made only by the written mutual consent of the parties hereto.

32. **Waiver.** One or more waivers of any covenant or condition by the County shall not be construed as a waiver of a further breach of the same covenant or condition.

33. **Notices.** Whenever notice of any kind is required under this Sublease, it shall be deemed sufficient notice and service thereof if such notice is in writing addressed to the applicable party at its last known Post Office address and deposited in the mail with postage prepaid.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties have executed this Sublease by the signature of the duly authorized officers of the parties as of the date written in the first paragraph above.

COUNTY OF INGHAM

By: ___________________________
Its: Chairperson, Board of Commissioners

COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON-EATON-INGHAM COUNTIES

By: ___________________________
Its: Chief Executive Officer

APPROVED:

INGHAM COUNTY BUILDING AUTHORITY

By: ___________________________
Its: Chairperson, Ingham County Building Authority

APPROVED AS TO FORM
FOR THE COUNTY OF INGHAM
COHL, STOKER & TOSKEY, P.C.

By: ___________________________
EXHIBIT A

The Project includes the renovation, construction, furnishing, equipping and improvement of the existing Community Mental Health Building located at 812 East Jolly Road, Mason, Michigan and the construction, furnishing and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the facility addition and parking improvements, collectively, the "Project").

The Site for the Project is described as follows:

THAT PART OF THE FRACTIONAL NORTHWEST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 2 WEST, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 3 LYING S88°45' 28" E 366.81 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 3; THENCE CONTINUING S88°45' 28" E ON SAID NORTH LINE 355.00 FEET; THENCE S00°35' 42" W 329.70 FEET; THENCE S88°44'12"E 65.95 FEET TO THE NORTHWEST CORNER OF THE PLAT OF BATTENFIELD SUBDIVISION NO. 1, AS RECORDED IN LIBER 16 OF PLATS, PAGES 3 AND 4, INGHAM COUNTY RECORDS; THENCE S00°37' 55" W 518.27 FEET ALONG THE WEST LINE OF THE PLAT OF BATTENFIELD SUBDIVISION NO. 1 AND THE WEST LINE OF THE PLAT OF PENNSYLVANIA HEIGHTS, AS RECORDED IN LIBER 17 OF PLATS, PAGE 38, INGHAM COUNTY RECORDS, TO THE NORTH LINE OF THE PLAT OF ROSELAWN, AS RECORDED IN LIBER 29 OF PLATS, PAGE 6, INGHAM COUNTY RECORDS; THENCE N89°04' 25" W ALONG SAID NORTH LINE 344.00 FEET; THENCE N01°14'32"E 404.83 FEET; THENCE N88°45' 25" W 86.20 FEET; THENCE N01°14'32"E 445.01 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 6.99 ACRES, MORE OR LESS, INCLUDING 0.26 ACRE, MORE OR LESS, PRESENTLY IN USE AS PUBLIC RIGHT OF WAY; SAID PARCEL SUBJECT TO ALL EASEMENTS AND RESTRICTIONS IF ANY. ALSO COM 463.9 FT W OF N 1/8 POST OF NW 1/4 SEC 3, TH W 66 FT, S 330 FT, E 66 FT, N 330 FT TO BEG; SEC 3 T3N R2W; ALSO COM 721.9 FT E OF NW COR SEC 3, TH E 66 FT, S 330 FT, W 66 FT, N TO BEG; SEC 3 T3N R2W

Commonly known as 812 East Jolly Road, Lansing, MI; 830 East Jolly Road, Lansing, MI; and 836 East Jolly Road, Lansing, MI.

LANSING 9425-7 513463v7
RESOLUTION APPROVING GROUND LEASE

At a special meeting of the Commission of the Ingham County Building Authority, Ingham County, Michigan, held on the 24th day of March, 2017, at 11:00 a.m., Michigan time, in the Hilliard Building Conference Room A, 121 Maple Street, Mason, Michigan.

PRESENT: ____________________________________________________________

ABSENT: ____________________________________________________________

The following Resolution was offered by ____________________________ and seconded by ____________________________:

WHEREAS, pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31"), the County of Ingham (the "County") has authorized and directed the incorporation of the Ingham County Building Authority (the "Authority"); and

WHEREAS, the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH") has requested the Authority and the County to assist in the renovation, construction, furnishing, equipping, and improvement of the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan, and in the acquisition, construction, furnishing, and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the "Project"); and

WHEREAS, under the terms of Act 31 the Authority has the power to acquire, construct, improve and equip the Project, to lease the Project to the County, who in turn, will sublease the Project to CMH, all for a period not exceeding 50 years and to finance the Project by the issuance of building authority bonds payable from the rentals received from the County, who in turn will receive rental under the sublease from CMH, for the use of the Project, all in accordance with Act 31; and
WHEREAS, a proposed Ground Lease (the "Ground Lease") among the County, the Authority and CMH has been prepared and presented to this Commission for the purpose of having CMH lease the lands on which the Project is located to the Authority; and

WHEREAS, it is necessary and desirable for the Authority to enter into the proposed Ground Lease so that the Authority may in turn lease the lands and the Project to the County pursuant to the Contract of Lease, who in turn will receive rental under a Sublease from CMH, for the use of the Project, all in accordance with the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE INGHAM COUNTY BUILDING AUTHORITY, that:

1. The Ground Lease is hereby approved, and the Chairperson, the Treasurer or the Secretary are each hereby directed to execute the Ground Lease on behalf of the Authority with such changes which are not materially adverse to the Authority and to deliver the same to the County and CMH.

2. The Chairperson, the Treasurer or the Secretary shall execute and deliver as many copies of the Ground Lease as they shall, in their discretion, deem necessary or desirable.

3. Copies of the approved Ground Lease this day presented to the Commission shall be attached to the minutes of this meeting and placed on file in the office of the Secretary.

4. All resolutions and parts of resolutions insofar as they may be in conflict with this Resolution are rescinded.
5. This Resolution shall be effective immediately upon its adoption.

IN FAVOR: ________________________________________________________________

AGAINST: ______________________________________________________________

ABSTENTIONS: __________________________________________________________

RESOLUTION ADOPTED.
I, the duly acting and qualified Secretary of the Ingham County Building Authority, hereby certify that the foregoing is a true and complete copy of proceedings taken by the Commission of the Authority at a special meeting held on the 24th day of March, 2017, the original of which proceedings is on file in my office. I further certify that notice of said meeting was given in accordance with the Open Meetings Act.

____________________________________
Secretary
Ingham County Building Authority

LANSING 9425-7 517173v3
RESOLUTION APPROVING GROUND LEASE

At a [special][regular] meeting of the Commission of the Ingham County Building Authority, Ingham County, Michigan, held on the 24th day of March, 2017, at 11:00 a.m., Michigan time, in the Ingham County Courthouse in Hilliard Building Conference Room A, 121 Maple Street, Mason, Michigan.

PRESENT: __________________________________________

ABSENT: __________________________________________

The following Resolution was offered by ____________________________ and seconded by ____________________________:

WHEREAS, pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31"), the County of Ingham (the "County") has authorized and directed the incorporation of the Ingham County Building Authority (the "Authority"); and

WHEREAS, the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH") has requested the Authority and the County to assist in the renovation, construction, furnishing, equipping, and improvement of the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan, and in the acquisition, construction, furnishing, and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the "Project"); and

WHEREAS, under the terms of Act 31 the Authority has the power to acquire, construct, improve and equip the Project, to lease the Project to the County, who in turn, will sublease the Project to CMH, all for a period not exceeding 50 years and to finance the Project by the issuance of building authority bonds payable from the rentals received from the County, who in turn will receive rental under the sublease from CMH, for the use of the Project, all in accordance with Act 31; and
WHEREAS, a proposed Ground Lease (the "Ground Lease") among the County, the Authority and CMH has been prepared and presented to this Commission for the purpose of having CMH lease the lands on which the Project is located to the Authority; and

WHEREAS, it is necessary and desirable for the Authority to enter into the proposed Ground Lease so that the Authority may in turn lease the lands and the Project to the County pursuant to the Contract of Lease, who in turn will receive rental under a Sublease from CMH, for the use of the Project, all in accordance with the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE INGHAM COUNTY BUILDING AUTHORITY, that:

1. The Ground Lease is hereby approved, and the Chairperson, the Treasurer or the Secretary are each hereby directed to execute the Ground Lease on behalf of the Authority with such changes which are not materially adverse to the Authority and to deliver the same to the County and CMH.

2. The Chairperson, the Treasurer or the Secretary shall execute and deliver as many copies of the Ground Lease as they shall, in their discretion, deem necessary or desirable.

3. Copies of the approved Ground Lease this day presented to the Commission shall be attached to the minutes of this meeting and placed on file in the office of the Secretary.

4. All resolutions and parts of resolutions insofar as they may be in conflict with this Resolution are rescinded.
5. This Resolution shall be effective immediately upon its adoption.

IN FAVOR: ________________________________________________________________

AGAINST: ______________________________________________________________

ABSTENTIONS: ____________________________________________________________

RESOLUTION ADOPTED.
I, the duly acting and qualified Secretary of the Ingham County Building Authority, hereby certify that the foregoing is a true and complete copy of proceedings taken by the Commission of the Authority at a special meeting held on the 24th day of March, 2017, the original of which proceedings is on file in my office. I further certify that notice of said meeting was given in accordance with the Open Meetings Act.

Secretary
Ingham County Building Authority

LANSING 9425-7 517173v23
GROUND LEASE

This GROUND LEASE is made and entered into as of the 1st day of May, 2017, by and among COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON-EATON-INGHAM COUNTIES ("CMH"), the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and the INGHAM COUNTY BUILDING AUTHORITY (the "Authority"), a building authority organized and existing under the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31").

WHEREAS, the Authority has been incorporated by the County pursuant to Act 31, for the purposes set forth in Act 31; and

WHEREAS, CMH has requested the Authority and the County to assist in the renovation construction, furnishing, equipping, and improvement of the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan, and in the acquisition, construction, furnishing, and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the "Project"); and

WHEREAS, under the terms of Act 31 the Authority has the power to acquire, construct, improve and equip the Project, to lease the Project to the County, who in turn, will sublease the Project to CMH, all for a period not exceeding 50 years and to finance the Project by the issuance of building authority bonds payable from the rentals received from the County, who in turn will receive rental under the sublease from CMH, for the use of the Project, all in accordance with Act 31; and

WHEREAS, at the request of CMH, the County is willing to acquire, renovate, construct and equip the Project on the premises described in Exhibit A (the "Site"), which will be leased to it from the Authority, and subleased by the County to CMH; and

Ground Lease

32
WHEREAS, the estimated cost of the Project is approximately Ten Million Dollars ($10,000,000); and

WHEREAS, as a prerequisite to the issuance of building authority bonds to finance part of the cost of the Project, it is necessary for the parties to enter into this Ground Lease, whereby the CMH will lease the Site to the Authority for a period extending beyond the last maturity date of the bonds, but not to exceed a period of 50 years;

IT IS HEREBY AGREED AMONG THE COUNTY, THE AUTHORITY, AND CMH in consideration of the mutual agreements and covenants in this Ground Lease, as follows:

1. CMH does hereby let and lease the Site to the Authority, and the Authority does hereby lease the Site from the CMH. The term of this Ground Lease shall commence on the effective date of the Contract of Lease (the "Contract of Lease") between the parties dated as of May 1, 2017, and shall terminate on [November 1, 2038] unless terminated prior to such date in accordance with the provisions hereof.

2. The Authority shall pay rent to CMH for the Site hereby leased at the rate of One Dollar ($1.00) per year due and payable on the anniversary date of this Ground Lease each and every year during the term hereof.

3. The Authority will lease the Project to the County pursuant to the Contract of Lease, who will in turn sublease the Project to CMH under a sublease ("Sublease").

4. It is mutually agreed that at the request of CMH, the County shall acquire, construct, renovate and equip the Project on the Site hereby leased as provided by and in accordance with the Contract of Lease and the Sublease.

5. Each of the Authority and the County shall have, and is hereby granted, access to and use of the Site during the acquisition, construction, renovation and equipping of the Project, and upon completion of the Project. CMH agrees to provide any and all easements and/or rights of egress and ingress to the Authority and the County on and around the Site to allow and permit the Authority, the County and the general public access to the Community Mental Health Building and to adjacent facilities.
6. The Authority and the County shall not be held liable for a breach of this Ground Lease or for any damages or loss in the event the Site is damaged by an act beyond its control which makes its use untenable. In the event of such a condition, the Ground Lease may be immediately terminated by any party without further liability.

7. CMH shall, at its own expense, indemnify, protect, defend and hold harmless the Authority and the County, its elected and appointed officers, employees and agents at all times against any loss, injury, or liability to any person or property by reason of the use, misuse, or non-use of the project by CMH or by any other person or from any act or omission in, on or about the project, including any liability resulting from any and all environmental matters pertaining thereto. CMH shall, at its own expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental regulation or order, and shall save the Authority, the County and its elected and appointed officers, employees and agents harmless and free from all cost or damage in respect thereto.

8. CMH shall provide adequate liability insurance protecting the Authority and the County against loss on account of damage or injury to persons or property, imposed by reason of the ownership, possession, use, operation or repair of the Project or resulting from any acts of omission or commission on the part of the Authority, the County or their agents, officers or employees in connection therewith. Such insurance shall be made effective from the date of issuance of the building authority bonds or commencement of construction of the Project, whichever is later.

9. It is mutually agreed that, upon the termination of this Ground Lease, the premises leased hereby and all improvements thereon and the title to the same shall revert to the CMH.

10. This Ground Lease shall inure to the benefit of and be binding upon the respective parties hereto and their successors and assigns.

11. This Ground Lease shall remain in full force and effect for the period herein provided but shall terminate prior to [November 1, 2038] if and when the Authority shall have fully paid and discharged its...
liability with respect to the building authority bonds and any other obligations of the Authority or the County incurred with respect to the acquisition, construction, renovation and equipping of the Project.

12. In the event that the Authority for any reason, cannot issue its building authority bonds to finance the Project prior to December 31, 2017 this Ground Lease shall terminate. The provisions of this Section may be extended or waived by the parties by resolution of their respective governing bodies.

13. This Ground Lease shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Ground Lease the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

14. No failure or delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

15. All modifications, amendments or waivers of any provision of this Ground Lease shall be made only by the written mutual consent of the parties hereto.

16. This Ground Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Ground Lease.
IN WITNESS WHEREOF, the County, by its County Commission, the Authority, by its Commission, and CMH, by its Board, have each caused this Ground Lease to be executed and delivered as of the day and year first written above.

Witness to Signature of County Officer

________________________________________

COUNTY OF INGHAM

By:____________________________________

Chairperson, Board of Commissioners

Witness to Signature of Authority Officer

________________________________________

INGHAM COUNTY BUILDING AUTHORITY

By:____________________________________

Chairperson, Ingham County Building Authority

Witness to Signature of CMH

________________________________________

COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON-EATON-INGHAM COUNTIES

By:____________________________________

Chief Executive Officer

APPROVED AS TO FORM
FOR THE COUNTY OF INGHAM
COHL, STOKER & TOSKEY, P.C.

By:______________________________
THAT PART OF THE FRACTIONAL NORTHWEST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 2 WEST, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 3 LYING S88°45' 28" E 366.81 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 3; THENCE CONTINUING 588°45' 28" E ON SAID NORTH LINE 355.00 FEET; THENCE S00°35' 42" W 329.70 FEET; THENCE S88°44'12"E 65.95 FEET TO THE NORTHWEST CORNER OF THE PLAT OF BATTENFIELD SUBDIVISION NO. 1, AS RECORDED IN LIBER 16 OF PLATS, PAGES 3 AND 4, INGHAM COUNTY RECORDS; THENCE S00°37' 55" W 518.27 FEET ALONG THE WEST LINE OF THE PLAT OF BATTENFIELD SUBDIVISION NO. 1 AND THE WEST LINE OF THE PLAT OF PENNSYLVANIA HEIGHTS, AS RECORDED IN LIBER 17 OF PLATS, PAGE 38, INGHAM COUNTY RECORDS, TO THE NORTH LINE OF THE PLAT OF ROSELAWN, AS RECORDED IN LIBER 29 OF PLATS, PAGE 6, INGHAM COUNTY RECORDS; THENCE N89°04' 25" W ALONG SAID NORTH LINE 344.00 FEET; THENCE N01°14' 32"E 404.83 FEET; THENCE N88°45' 25" W 86.20 FEET; THENCE N01°14' 32"E 445.01 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 6.99 ACRES, MORE OR LESS, INCLUDING 0.26 ACRE, MORE OR LESS, PRESENTLY IN USE AS PUBLIC RIGHT OF WAY; SAID PARCEL SUBJECT TO ALL EASEMENTS AND RESTRICTIONS IF ANY. ALSO COM 463.9 FT W OF N 1/8 POST OF NW 1/4 SEC 3, TH W 66 FT, S 330 FT, E 66 FT, N 330 FT TO BEG; SEC 3 T3N R2W; ALSO COM 721.9 FT E OF NW COR SEC 3, TH E 66 FT, S 330 FT, W 66 FT, N TO BEG; SEC 3 T3N R2W

Commonly known as:

812 East Jolly Road, Lansing, MI; 830 East Jolly Road, Lansing, MI; and 836 East Jolly Road, Lansing, MI.

LANSING 9425-7 513474v7
At a special meeting of the Commission of the Ingham County Building Authority, Ingham County, Michigan, held on the 24th day of March, 2017, at 11:00 a.m., Michigan time, in the Hilliard Building Conference Room A, 121 Maple Street, Mason, Michigan.

PRESENT: __________________________________________________________________

ABSENT: __________________________________________________________________

The following Resolution was offered by ____________________________ and seconded by ____________________________:

BOND RESOLUTION

WHEREAS, pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31"), the Ingham County Building Authority (the "Authority") and the County of Ingham (the "County") have approved and will enter into a limited tax Full Faith and Credit General Obligation Contract of Lease dated as of May 1, 2017 (the "Contract of Lease"), which provides, among other things, for the sale by the Authority of building authority bonds in the principal amount of $10,000,000 (or such lesser amount as shall be determined by the Commission of the Authority to be necessary to defray part of the cost of the Project as defined below) for the purpose of defraying part of the cost of renovating, constructing, furnishing, equipping, and improving the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan, and the acquiring, constructing, furnishing, and equipping of an approximately 42,000 square foot addition thereto, together with associated parking, as described in the Contract of Lease (the "Project") to be leased to the County; and

WHEREAS, the Contract of Lease further provides for the lease of the Project by the Authority to the County for a period extending beyond the last maturity of the bonds hereinafter authorized to be issued and for
payment by Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH"), who will be the major tenant in, occupy and maintain the Project, pursuant to a Sublease among the County, the Authority and CMH dated May 1, 2017, to the Authority as cash rental such periodic amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the building authority bonds to be issued by the Authority; and

WHEREAS, the County has pledged its limited tax full faith and credit for the payment of the cash rental if not paid by CMH and, pursuant to its pledge, is authorized and obligated to levy each year such ad valorem taxes as shall be necessary for the payment of the cash rental that taxes shall be subject to applicable constitutional and statutory tax limitations; and

WHEREAS, the obligation of CMH to make the cash rental payments and of the County, in the event CMH does not make the cash rental payments, is not subject to any setoff by the County nor shall there be any abatement of the cash rentals for any cause including, but not limited to, casualty that results in the Project being untenantable; and

WHEREAS, CMH has agreed to pay to the Authority all operating expenses of the Authority, to pay all expenses in connection with the operation and maintenance of the Project, and to provide insurance in connection with the Project as provided in the Contract of Lease and Sublease.

THEREFORE, BE IT RESOLVED by the Commission of the Ingham County Building Authority as follows:

1. **AUTHORIZATION OF BONDS – PURPOSE.** Bonds of the Ingham County Building Authority aggregating the principal sum of Ten Million Dollars ($10,000,000) shall be issued and sold pursuant to the provisions of Act 31 and other applicable statutory provisions for the purpose of defraying part of the cost of the Project in accordance with the Contract of Lease.
2. **BOND DETAILS.** The bonds shall be designated "Building Authority Bonds (Community Mental Health Building), Series 2017 (Limited Tax General Obligation)"; shall be dated their date of delivery or such other date determined upon the sale thereof; shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of $5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall bear interest at a rate or rates not exceeding 5% per annum to be determined upon the sale thereof payable on November 1, 2017 or such other date as determined by the Chairperson or Secretary, and semiannually thereafter on the first days of May and November in each year; and shall mature on November 1 in each year as follows:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
<th>YEAR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$335,000</td>
<td>2028</td>
<td>$495,000</td>
</tr>
<tr>
<td>2019</td>
<td>350,000</td>
<td>2029</td>
<td>515,000</td>
</tr>
<tr>
<td>2020</td>
<td>365,000</td>
<td>2030</td>
<td>535,000</td>
</tr>
<tr>
<td>2021</td>
<td>380,000</td>
<td>2031</td>
<td>560,000</td>
</tr>
<tr>
<td>2022</td>
<td>395,000</td>
<td>2032</td>
<td>580,000</td>
</tr>
<tr>
<td>2023</td>
<td>410,000</td>
<td>2033</td>
<td>605,000</td>
</tr>
<tr>
<td>2024</td>
<td>425,000</td>
<td>2034</td>
<td>630,000</td>
</tr>
<tr>
<td>2025</td>
<td>440,000</td>
<td>2035</td>
<td>655,000</td>
</tr>
<tr>
<td>2026</td>
<td>460,000</td>
<td>2036</td>
<td>680,000</td>
</tr>
<tr>
<td>2027</td>
<td>480,000</td>
<td>2037</td>
<td>705,000</td>
</tr>
</tbody>
</table>

If the original purchaser shall designate certain of the bonds as term bonds, the maturities set forth above shall become mandatory redemption requirements in accordance with the provisions of Section 5 and the form of bond set forth in Section 10.

In accordance with the Notice of Sale, the Authority has reserved the right to increase or decrease the principal amount of the bonds. Such adjustment, if necessary, will be made in increments of $5,000, and may be made in one or more maturities.

3. **PAYMENT OF PRINCIPAL AND INTEREST.** The principal of and interest on the bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the bonds to the bond registrar and paying agent as they severally mature. Interest shall be paid to the registered
owner of each bond as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.

4. **BOOK-ENTRY SYSTEM.** Initially, one fully-registered bond for each maturity, in the aggregate amount of such maturity, shall be issued in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") for the benefit of other parties (the "Participants") in the book-entry-only transfer system of DTC. In the event the Authority determines that it is in the best interest of the Authority not to continue the book-entry system of transfer or that the interests of the holders of the bonds might be adversely affected if the book-entry system of transfer is continued, the Authority may notify DTC and the bond registrar and paying agent, whereupon DTC will notify the Participants of the availability through DTC of bond certificates. In such event, the bond registrar and paying agent shall deliver, transfer and exchange bond certificates as requested by DTC and any Participant or "beneficial owner" in appropriate amounts in accordance with this Bond Resolution. DTC may determine to discontinue providing its services with respect to the bonds at any time by giving notice to the Authority and the bond registrar and paying agent and discharging its responsibilities with respect thereto under applicable law or the Authority may determine that DTC is incapable of discharging its duties and may so advise DTC. In either such event, the Authority shall use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor securities depository), the Authority and the bond registrar and paying agent shall be obligated to deliver bond certificates in accordance with the procedures established by this Bond Resolution. In the event bond certificates are issued, the provisions of this Bond Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the Authority and the bond registrar and paying agent to do so, the Authority and the bond registrar and paying agent shall cooperate with DTC in taking appropriate action after reasonable notice to make available one or more separate certificates evidencing the bonds to any Participant having bonds credited to its DTC account or to arrange for another securities depository to maintain custody of certificates evidencing the bonds.
Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, interest on and redemption premium, if any, on the bonds and all notices with respect to the bonds shall be made and given, respectively, to DTC as provided in the Blanket Issuer Letter of Representations between DTC and the Authority. The Chairperson or the Secretary is authorized to sign the Blanket Issuer Letter of Representations on behalf of the Authority in such form as the Chairperson or Secretary deems necessary or appropriate in order to accomplish the issuance of the bonds in accordance with law and this Bond Resolution.

5. **MANDATORY PRIOR REDEMPTION.** If any of the bonds are designated by the original purchaser as term bonds such bonds shall be subject to mandatory prior redemption at par and accrued interest in accordance with the maturity schedule set forth in Section 2 hereof and upon the terms and conditions set forth in the form of bond contained in Section 10 hereof. The bonds to be redeemed shall be selected by lot.

6. **OPTIONAL PRIOR REDEMPTION.** The bonds shall be subject to optional redemption prior to maturity upon the terms and conditions set forth in the final form of bond.

7. **BOND REGISTRAR AND PAYING AGENT.** The Chairperson or Secretary shall designate, and may enter into an agreement with, a bond registrar and paying agent for the bonds that shall be a bank or trust company located in the State of Michigan that is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Chairperson or Secretary may from time to time as required designate a similarly qualified successor bond registrar and paying agent.

8. **EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS.** The bonds shall be executed in the name of the Authority by the manual or facsimile signatures of the Chairperson and the Secretary of the Authority and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent, and the seal of the Authority (or a facsimile thereof) shall be impressed or imprinted on the bonds. After the bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the Chairperson or the Treasurer of the Authority to the purchaser upon
receipt of the purchase price. Additional bonds bearing the facsimile signatures of the Chairperson and the Secretary of the Authority and upon which the seal of the Authority (or a facsimile thereof) is impressed or imprinted may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of bonds. The bond registrar and paying agent shall indicate on each bond the date of its authentication.

9. **EXCHANGE AND TRANSFER OF BONDS.** Any bond, at the option of the registered owner thereof and upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or its duly authorized attorney, may be exchanged for bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered bond.

Each bond shall be transferable only upon the books of the Authority that shall be kept for that purpose by the bond registrar and paying agent, upon surrender of such bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or its duly authorized attorney.

Upon the exchange or transfer of any bond, the bond registrar and paying agent on behalf of the Authority shall cancel the surrendered bond and shall authenticate and deliver to the transferee a new bond or bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered bond. If, at the time the bond registrar and paying agent authenticates and delivers a new bond pursuant to this section, payment of interest on the bonds is in default, the bond registrar and paying agent shall endorse upon the new bond the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is _________________."

The Authority and the bond registrar and paying agent may deem and treat the person in whose name any bond shall be registered upon the books of the Authority as the absolute owner of such bond, whether such bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such bond and for all other purposes, and all payments made to any such registered owner, or upon its order, in accordance
with the provisions of Section 3 of this resolution shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid, and neither the Authority nor the bond registrar and paying agent shall be affected by any notice to the contrary. The Authority agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating the registered owner.

For every exchange or transfer of bonds the Authority or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the exchange or transfer, which sum or sums shall be paid by the person requesting the exchange or transfer as a condition precedent to the exercise of the privilege of making the exchange or transfer.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds that have been selected for redemption.

10. **FORM OF BONDS.** The bonds shall be in substantially the following form:
UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF INGHAM  

INGHAM COUNTY BUILDING AUTHORITY  
BUILDING AUTHORITY BOND  
(COMMUNITY MENTAL HEALTH BUILDING),  
SERIES 2017  
(LIMITED TAX GENERAL OBLIGATION)  

<table>
<thead>
<tr>
<th>INTEREST RATE</th>
<th>MATURITY DATE</th>
<th>DATE OF ORIGINAL ISSUE</th>
<th>CUSIP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>__________, 2017</td>
<td></td>
</tr>
</tbody>
</table>

Registered Owner:  

Principal Amount:  

The Ingham County Building Authority (the "Authority"), County of Ingham, State of Michigan, acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the maturity date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at the [corporate][designated] trust office of ________________, the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolution, and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check or draft drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount until the Authority's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on the first days of May and November in each year, commencing on November 1, 2017. Principal and interest are payable in lawful money of the United States of America. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months.  

This bond is one of a series of bonds aggregating the principal sum of Ten Million Dollars ($10,000,000) issued by the Authority under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 31, Public Acts of 1948 (First Extra Session), as amended) and a bond authorizing resolution adopted by the Commission of the Authority (the "Resolution") on March 24, 2017 for the purpose of defraying part of the cost of renovating, constructing, furnishing, equipping, and improving the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan, and the cost of acquiring, constructing, furnishing, and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (the "Project"), in accordance with the terms of a limited tax Full Faith and Credit General Obligation Contract of Lease between the County of Ingham (the "County") and the Authority (the "Contract of Lease").
This bond is payable from the cash rental payments required to be paid by the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH"), who will be the major tenant in, occupy and maintain the Project, pursuant to a Sublease among the County, the Authority and CMH dated May 1, 2017 (the "Sublease"), to the Authority pursuant to the Contract of Lease and Sublease, and the cash rental payments have been and are hereby irrevocably pledged to the payment of the principal of and interest on the bonds of this series and any additional bonds of equal standing that may be issued pursuant to the Resolution. The payment of the principal of and interest on the bonds of this series (and on any additional bonds of equal standing) is secured by a statutory lien upon the cash rental payments. The full faith and credit of the County have been pledged for the payment of the cash rental to the Authority. Taxes imposed by the County are subject to constitutional and statutory tax limitations.

This bond is transferable, as provided in the Resolution, only upon the books of the Authority kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or its attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of $5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds that have been selected for redemption.

MANDATORY PRIOR REDEMPTION

Bonds maturing in the year ____ are subject to mandatory prior redemption at par and accrued interest as follows:

<table>
<thead>
<tr>
<th>Redemption Date</th>
<th>Principal Amount of Bonds to be Redeemed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(REPEAT IF MORE THAN ONE TERM BOND)

Bonds or portions of bonds to be redeemed by mandatory redemption shall be selected by lot.

OPTIONAL PRIOR REDEMPTION

Bonds maturing on or prior to November 1, 2026 are not subject to optional redemption prior to maturity. Bonds maturing on and after November 1, 2027, are subject to redemption prior to maturity at the option of the Authority, in such order as shall be determined by the Authority, at any time on and after November 1, 2026. Bonds of a denomination greater than $5,000 may be partially redeemed in the amount of $5,000 or any integral multiple thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot. The redemption price shall be the par
value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption.

Not less than thirty but not more than sixty days' notice of redemption shall be given to the registered owners of bonds called to be redeemed by mail to each registered owner at the registered address. Failure to receive notice of redemption shall not affect the proceedings for redemption. Bonds or portions of bonds called for redemption shall not bear interest on and after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of the Authority, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.
IN WITNESS WHEREOF, the Ingham County Building Authority, County of Ingham, State of Michigan, by its Commission, has caused this bond to be executed in its name by the manual or facsimile signatures of the Chairperson and the Secretary of the Authority and its corporate seal (or a facsimile thereof) to be impressed or imprinted hereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

INGHAM COUNTY BUILDING AUTHORITY

By: ______________________________

Its: Chairperson

{SEAL}

And: ______________________________

Its: Secretary

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolution.

[______________________________]
Bond Registrar and Paying Agent

By: ______________________________

Authorized Representative

AUTHENTICATION DATE: ________________, 2017
ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto ________________________________ (please print or type name, address and taxpayer identification number of transferee) the within bond and all rights thereunder and hereby irrevocably constitues and appoints ________________________________ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ____________________  __________________________________________

Signature Guaranteed:    __________________________________________

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.
11. **SECURITY.** The cash rental payments required to be paid by CMH on behalf of the County to the Authority pursuant to the Contract of Lease and Sublease hereby are pledged irrevocably for the payment of the principal of and interest on the bonds herein authorized to be issued, and on any additional bonds of equal standing that may be issued as hereinafter provided. To secure payment of the principal of and interest on the bonds herein authorized (and on any additional bonds of equal standing that may be issued by the Authority) there hereby is created a lien (by Act 31 made a statutory lien) to and in favor of the holders of the bonds upon the cash rental payments required to be paid by CMH on behalf of the County pursuant to the Contract of Lease and Sublease. The cash rental payments pledged to the payment of the principal of and interest on the bonds shall be and remain subject to the statutory lien until the principal of and interest on the bonds have been paid in full. The holder or holders of bonds representing in the aggregate not less than 20% of the entire issue then outstanding may by suit, action, or other proceedings protect and enforce such statutory lien and enforce and compel the performance of all duties of the officials of the Authority, including, but not limited to, compelling CMH and the County by proceedings in a court of competent jurisdiction or other appropriate forum to make the cash rental payments required to be made by the Contract of Lease and Sublease, and (subject to constitutional and statutory tax limitations) requiring the County to certify, levy, and collect appropriate taxes as authorized by Act 31 and as may be required by the Contract of Lease to be so certified, levied, and collected by the County for the payment of the cash rental required to be paid by the Contract of Lease.

12. **ESTIMATES OF PERIOD OF USEFULNESS AND COST.** The estimated period of usefulness of the Project is determined to be forty (40) years and upwards. The estimated cost of the Project in the amount of $10,000,000, as submitted to this Commission, is approved and adopted.

13. **DEFEASANCE.** In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, premium if any, and interest on the bonds or any portion of the bonds, shall have been deposited in trust, this resolution shall be defeased with respect to such bonds and the owners of the bonds shall have no further rights under this resolution except to receive
payment of the principal of, premium if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein.

14. **BOND AND INTEREST REDEMPTION FUND.** There shall be established for the bonds a Bond and Interest Redemption Fund. From the proceeds of the sale of the bonds there shall be credited to the Bond and Interest Redemption Fund any premium and accrued interest received from the purchaser of the bonds at the time of delivery of the same. All cash rental payments required to be made by CMH on behalf of the County under the Contract of Lease and Sublease that are pledged to the payment of the bonds shall be credited to the Bond and Interest Redemption Fund.

15. **CONSTRUCTION FUND.** The remainder of the proceeds of the sale of the bonds, together with available CMH funds to be used to pay part of the cost of the Project, shall be set aside in a Construction Fund that shall be maintained in a bank that shall be designated by the Treasurer. Moneys in the Construction Fund shall be used to defray the cost of the Project including legal and other expenses incident thereto and the costs of issuing the bonds. If, after completion of the Project, moneys remain in the Construction Fund, such moneys shall be used in accordance with the provisions of Section 4 of the Contract of Lease.

16. **REPLACEMENT OF BONDS.** Upon receipt by the Secretary of proof of ownership of an unmatured bond, of satisfactory evidence that the bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity that complies with applicable law and is satisfactory to the Secretary, the Secretary may authorize the bond registrar and paying agent to deliver a new executed bond to replace the bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured bond is lost, apparently destroyed or wrongfully taken, the Secretary may authorize the bond registrar and paying agent to pay the bond without presentation upon the receipt of the same documentation required for the delivery of a replacement bond. The bond registrar and paying agent, for each new bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the Authority in the premises. Any bond delivered pursuant to the provisions of this Section 16 in lieu of any bond lost, apparently destroyed or wrongfully taken
shall be of the same form and tenor and be secured in the same manner as the bond in substitution for which such bond was delivered.

17. **INVESTMENT OF MONEYS.** Moneys in the Construction Fund and the Bond and Interest Redemption Fund may be invested in United States government obligations or obligations the principal of and interest on which are guaranteed by the United States government or in interest bearing time deposits. Any money so invested shall be in obligations or deposits maturing prior to the estimated date that such moneys will be needed for the purposes of the fund in which such moneys invested have been deposited.

18. **ADDITIONAL BONDS.** The Authority shall have the right to issue additional bonds, which shall have equal standing with the bonds herein authorized to be issued, to complete the Project or to make improvements or additions thereto; provided, however, that no such additional bonds shall be issued unless the Contract of Lease is amended or supplemented to provide a sufficient increase in the cash rental payments to permit payment of the principal of and interest on the additional bonds. Nothing in this resolution shall prevent the issuance by the Authority of building authority bonds to finance additional projects for lease to the County.

19. **SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS.** The Authority shall sell the bonds at not less than 100% nor more than 105% of their par value and accrued interest in accordance with the laws of the State of Michigan. The Chairperson, the Secretary and the Treasurer are authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the bonds in accordance with the provisions of this resolution. The Chairperson or the Secretary is authorized to make filings with the Department of Treasury of the State of Michigan as may be required by law or which may be deemed appropriate. The Commission shall receive bids for the purchase of the bonds after publication of the Notice of Sale substantially in the form set forth in Section 23 hereof with such changes as shall be approved by the Chairperson or the Secretary.

20. **OFFICIAL STATEMENT.** The Chairperson or the Secretary is hereby authorized to cause the preparation of an official statement for the bonds for purposes of compliance with Rule 15c2-12 issued under
the Securities Exchange Act of 1934, as amended (the "Rule") and to do all other things necessary to comply with the Rule. After the award of the bonds, the Authority will provide copies of a "final official statement" (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the successful bidder or bidders to enable such bidder or bidders to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. The Chairperson or the Secretary is authorized to enter into such agreements as may be required to enable the purchasers to comply with the Rule.

21. **CONTINUING DISCLOSURE.** The Controller/Administrator and the County Treasurer have each been authorized severally and jointly to execute and deliver in the name of and on behalf of the County (i) a certificate of the County to comply with the requirement for a continuing disclosure undertaking of the County pursuant to subsection (b)(5) of the Rule and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The remedies for any failure of the County to comply with and carry out the provisions of the Continuing Disclosure Certificate shall be as set forth therein.

22. **TAX COVENANT.** The Authority covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") necessary to assure that the interest on the bonds will be and will remain excludable from gross income for federal income tax purposes. The Chairperson, the Secretary and the Treasurer of the Authority are authorized to do all things necessary (including the making of such covenants of the Authority as shall be appropriate) to assure that the interest on the bonds will be and will remain excludable from gross income for federal income tax purposes.

23. **NOTICE OF SALE.** The Notice of Sale for the bonds shall be published in accordance with law in a publication to be selected by the Chairperson or the Secretary and shall be in substantially the following form with such changes as shall be approved by the Chairperson or the Secretary.
OFFICIAL NOTICE OF SALE

$10,000,000*  
*(subject to adjustment as described below)

INGHAM COUNTY BUILDING AUTHORITY  
COUNTY OF INGHAM, STATE OF MICHIGAN  
BUILDING AUTHORITY BONDS  
(COMMUNITY MENTAL HEALTH BUILDING),  
SERIES 2017  
(LIMITED TAX GENERAL OBLIGATION)

SEALED BIDS for the purchase of the above bonds will be received by the undersigned at the office of the County Controller/Administrator, 341 S. Jefferson Street, Mason, Michigan 48854, on the _____ day of __________, 2017, until _____ m., Eastern Daylight Time, at which time and place said bids will be publicly opened and read. Sealed bids also will be received on the same date and until the same time by an agent of the undersigned at the offices of the Municipal Advisory Council of Michigan (the "MAC"), Buhl Building, 535 Griswold, Suite 1850, Detroit, Michigan 48226, where they will be opened and read publicly. Signed bids may be submitted by fax to the County Controller/Administrator at (517) 676-7306 or the MAC at (313) 963-0943, but no bid will be received after the time for receiving bids specified above and the bidder bears all risks of transmission failure. Bidders may choose either location to present bids, but may not present bids at both locations.

IN THE ALTERNATIVE: Bids may be submitted electronically via PARITY pursuant to this Notice on the same date and until the same time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice, the terms of this Notice shall control. For further information about PARITY, potential bidders may contact PFM Financial Advisors LLC at (734) 994-9700 or PARITY at (212) 849-5021.

BOND DETAILS: The bonds will be fully registered bonds of the denomination of $5,000 each or any integral multiple thereof, not exceeding the aggregate principal amount for each maturity, at the option of the purchaser thereof, dated the date of their delivery, and will bear interest from their date payable on November 1, 2017, and semiannually thereafter.

The bonds will mature on the first day of November as follows:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
<th>YEAR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$335,000</td>
<td>2028</td>
<td>$495,000</td>
</tr>
<tr>
<td>2019</td>
<td>350,000</td>
<td>2029</td>
<td>515,000</td>
</tr>
<tr>
<td>2020</td>
<td>365,000</td>
<td>2030</td>
<td>535,000</td>
</tr>
<tr>
<td>2021</td>
<td>380,000</td>
<td>2031</td>
<td>560,000</td>
</tr>
<tr>
<td>2022</td>
<td>395,000</td>
<td>2032</td>
<td>580,000</td>
</tr>
<tr>
<td>2023</td>
<td>410,000</td>
<td>2033</td>
<td>605,000</td>
</tr>
<tr>
<td>2024</td>
<td>425,000</td>
<td>2034</td>
<td>630,000</td>
</tr>
<tr>
<td>2025</td>
<td>440,000</td>
<td>2035</td>
<td>655,000</td>
</tr>
<tr>
<td>2026</td>
<td>460,000</td>
<td>2036</td>
<td>680,000</td>
</tr>
<tr>
<td>2027</td>
<td>480,000</td>
<td>2037</td>
<td>705,000</td>
</tr>
</tbody>
</table>
TERM BOND OPTION: Bidders shall have the option of designating bonds maturing in the years 2018 through final maturity as serial bonds or term bonds, or both. The bid must designate whether each of the principal amounts shown above for the years 2018 through final maturity represent a serial maturity or a mandatory redemption requirement for a term bond maturity. There may be more than one term bond designated. In any event, the above principal amount scheduled for the years 2018 through final maturity shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both. Any such designation must be made at the time bids are submitted.

PRIOR REDEMPTION:

A. MANDATORY REDEMPTION. Bonds designated as term bonds shall be subject to mandatory redemption at par and accrued interest on the dates and in the amounts corresponding to the annual principal maturities hereinbefore set forth. The bonds or portions of bonds to be redeemed shall be selected by lot.

B. OPTIONAL REDEMPTION. Bonds maturing on and after November 1, 2027, shall be subject to redemption prior to maturity, at the option of the Authority, in any order, at any time on and after November 1, 2026. Bonds of a denomination greater than $5,000 may be redeemed in part in amounts of $5,000 or any integral multiple thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot. The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption.

C. NOTICE OF REDEMPTION. Not less than thirty and not more than sixty days’ notice of redemption shall be given to the registered owners of bonds called to be redeemed by mail to each registered owner at the registered address. Failure to receive notice of redemption shall not affect the validity of the proceedings for redemption. Bonds or portions of bonds called for redemption shall not bear interest on and after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at a rate or rates not exceeding 5% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. The interest rate borne by bonds maturing in any one year shall not be less than the interest rate borne by bonds maturing in the preceding year. The difference between the highest and lowest interest rates shall not exceed three percentage points. No proposal for the purchase of less than all of the bonds or at a price less than 100% nor more than 105% of their par value will be considered.

BOOK-ENTRY-ONLY: The bonds will be issued in book-entry-only form as one fully-registered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of $5,000 or any integral multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. The book-entry-only system is described further in the preliminary official statement for the bonds.

BOND REGISTRAR AND PAYING AGENT: The bonds shall be payable as to principal in lawful money of the United States upon surrender thereof at the [principal][designated] corporate trust office of ________________, ________________, Michigan the bond registrar and paying agent. Interest shall be paid to the registered owner of each bond as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address. As long as DTC, or its nominee Cede & Co., is the registered owner of the bonds, payments will be made directly to such registered owner. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the bonds is the
responsibility of DTC participants and indirect participants as described in the preliminary official statement for the bonds. The Authority from time to time as required may designate a successor bond registrar and paying agent.

PURPOSE AND SECURITY: The bonds are to be issued pursuant to the authorization contained in Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, for the purpose of defraying part of the cost of renovating, constructing, furnishing, equipping and improving the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan and acquiring, constructing, furnishing and equipping an approximately 42,000 square foot addition thereto, together with associated parking, in the County of Ingham for lease to the County of Ingham pursuant to a limited tax Full Faith and Credit General Obligation Contract of Lease (herein the "Lease"). The County and the Authority will enter into a sublease (the "Sublease") with the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH"), who will be the major tenant in, occupy and maintain the Project, and pay rental with respect to the Project. The Lease and Sublease require CHM on behalf the County of Ingham to make cash rental payments to the Authority in such amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the bonds as the same shall become due. The limited tax full faith and credit of the County of Ingham have been pledged for the making of the cash rental payments if CMH fails to do so and the County of Ingham is obligated to levy ad valorem taxes in such amounts as shall be necessary for the making of such cash rental payments. Taxes imposed by the County of Ingham are subject to constitutional and statutory tax limitations. The Authority has irrevocably pledged the cash rental payments for the payment of the principal of and interest on the bonds and a statutory lien on the cash rental payments has been created by the bond authorizing resolution.

ADJUSTMENT IN PRINCIPAL AMOUNT: Following receipt of bids and prior to final award, the Authority reserves the right to increase or decrease the principal amount of the bonds. Such adjustment, if necessary, will be made in increments of $5,000, and may be made in one or more maturities. The purchase price will be adjusted proportionately to the decrease in the principal amount of the bonds, but the interest rates specified by the successful bidder will not change. The successful bidder may not withdraw its bid as a result of any changes made as provided in this paragraph.

ADDITIONAL BONDS: For the terms upon which additional bonds of equal standing as to the cash rental payments may be issued reference is made to the bond authorizing resolution.

GOOD FAITH: A good faith deposit in the form of a certified or cashier's check drawn upon an incorporated bank or trust company, or wire transfer, in the amount of $100,000 payable to the order of the Ingham County Building Authority will be required of the successful bidder. If a check is used, it must accompany the bid. If a wire transfer is used, the successful bidder is required to wire its good faith deposit to the Authority not later than Noon, Eastern Daylight Time, on the next business day following the sale using the wire instructions provided by PFM Financial Advisors LLC. The good faith deposit will be applied to the purchase price of the bonds. In the event the purchaser fails to honor its accepted bid, the good faith deposit will be retained by the Authority. No interest shall be allowed on the good faith deposit, and checks of the unsuccessful bidders will be promptly returned to such bidder's representative or by registered mail. The good faith check of the successful bidder will be cashed and payment for the balance of the purchase price of the bonds shall be made at the closing.

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost to the Authority. True interest cost shall be computed by determining the annual interest rate (compounded semiannually) necessary to discount the debt service payments on the bonds from the payment dates thereof to ______________, 2017, and to the price bid.
LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Dickinson Wright PLLC, attorneys of Lansing, Michigan, which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Dickinson Wright PLLC for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to the validity of the bonds, Dickinson Wright PLLC has made no inquiry as to any financial information, statements or material contained in any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds and, accordingly, will not express any opinion with respect to the accuracy or completeness of any such financial information, statements or materials.

TAX MATTERS: The approving opinion of bond counsel will include an opinion to the effect that under existing law, the interest on the bonds (a) is excluded from gross income for federal income tax purposes, and (b) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; such opinion will note, however, that certain corporations must take into account interest on the bonds in determining adjusted current earnings for the purpose of computing such alternative minimum tax. The opinion set forth in clause (a) above will be subject to the condition that the Authority comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the bonds to be included in gross income retroactive to the date of issuance of the bonds. The Authority has covenanted to comply with all such requirements. Bond counsel will express no opinion regarding other federal tax consequences arising with respect to the bonds.

The Authority has not designated the bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

The successful bidder will be required as a condition of delivery of the bonds, to certify, in form and substance satisfactory to bond counsel, the "issue price" of the bonds within the meaning of Section 1273 of the Code, which, unless the bonds are purchased for the successful bidder's account and not with a view to distribution or resale, will include a representation that (i) the successful bidder made a bona fide public offering to members of the general public of all bonds and all maturities at initial offering prices and yields indicated in the information furnished in connection with the successful bid and (ii) at least the first 10 percent of each maturity of the bonds has been sold, or was reasonably expected at the time of pricing of the bonds to be sold, to the public at an initial offering price not exceeding the price for such maturity, or the price corresponding to the yield for such maturity, indicated in the information furnished in connection with the successful bid. In addition, if the successful bidder will obtain a municipal bond insurance policy or other credit enhancement for the bonds in connection with their original issuance, the successful bidder will be required, as a condition of delivery of the bonds, to certify that the premium therefor will be less than the present value of the interest expected to be saved as a result of such insurance or other credit enhancement. The form of an acceptable certificate will be provided by bond counsel.

In addition, the approving opinion of bond counsel will include an opinion to the effect that under existing law, the principal and interest on the bonds are exempt from taxation by the State of Michigan and by any other taxing authority within the State of Michigan, except estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

CUSIP: CUSIP numbers will be imprinted on all bonds of this issue at the Authority's expense. Neither the failure to print numbers nor an improperly printed number shall constitute cause for the purchaser to refuse to accept delivery. The purchaser shall be responsible for requesting assignment of numbers and for payment of any charges for the assignment of numbers.
OFFICIAL STATEMENT: A copy of the Authority's official statement relating to the bonds may be obtained by contacting PFM Financial Advisors LLC at the address referred to below. The official statement is in a form deemed final by the Authority for purposes of paragraph (b)(1) of SEC Rule 15c2-12 (the "Rule"), but is subject to revision, amendment and completion in a final official statement.

After the award of the bonds, the Authority will provide on a timely basis copies of a final official statement, as that term is defined in paragraph (e)(3) of the Rule, at the Authority's expense in sufficient quantity to enable the successful bidder or bidders to comply with paragraph (b)(3) and (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. Requests for such additional copies of the final official statement shall be made to PFM Financial Advisors LLC at the address set forth below within 24 hours of the award of the bonds.

CONTINUING DISCLOSURE: In order to assist bidders in complying with paragraph (b)(5) of the Rule, the County of Ingham will undertake to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the preliminary official statement and will also be set forth in the final official statement.

BIDDER CERTIFICATION: NOT "IRAN-LINKED BUSINESS": By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act No. 517, Public Acts of Michigan, 2012; MCL 129.311 et seq.

DELIVERY OF BONDS: The Bonds will be delivered without expense to the purchaser through DTC, New York, New York. The usual closing documents, including a continuing disclosure certificate and a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of the delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, Eastern Daylight Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned, in which event the Authority shall return the good faith deposit. Payment for the bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery.

FINANCIAL CONSULTANT: Further information with respect to the bonds may be obtained from PFM Financial Advisors LLC, 555 Briarwood Circle, Suite 333, Ann Arbor, Michigan 48108. Telephone: (734) 994-9700, Financial Consultant to the Authority.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES containing the bids should be plainly marked "Proposal for Bonds."

Chairperson
Ingham County Building Authority
24. **CONFLICTING RESOLUTIONS.** All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

25. **EFFECTIVE DATE OF RESOLUTION.** This resolution shall be recorded in the minutes of the Commission as soon as practicable after its passage and shall become effective immediately upon its adoption.

YEAS: 

NAYS: 

ABSENT: 

RESOLUTION DECLARED ADOPTED.
I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Commission of the Ingham County Building Authority at a special meeting held on March 24, 2017, and that the resolution has been recorded in the minutes of the Commission. I further certify that notice of said meeting was given in accordance with the provisions of the open meetings act.

________________________________________
Secretary
Ingham County Building Authority
At a [special|regular] meeting of the Commission of the Ingham County Building Authority, Ingham County, Michigan, held on the 24th day of March, 2017, at 11:00 a.m., Michigan time, in the Ingham County Courthouse in Hilliard Building Conference Room A, 121 Maple Street, Mason, Michigan.

PRESENT: ________________________________________________________________

ABSENT: ______________________________________________________________

The following Resolution was offered by ____________________________ and seconded by ____________________________:

BOND RESOLUTION

WHEREAS, pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31"), the Ingham County Building Authority (the "Authority") and the County of Ingham (the "County") have approved and will enter into a limited tax Full Faith and Credit General Obligation Contract of Lease dated as of May 1, 2017 (the "Contract of Lease"), which provides, among other things, for the sale by the Authority of building authority bonds in the principal amount of $10,000,000 (or such lesser amount as shall be determined by the Commission of the Authority to be necessary to defray part of the cost of the Project as defined below) for the purpose of defraying part of the cost of renovating, constructing, furnishing, equipping, and improving the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan, and the acquiring, constructing, furnishing, and equipping of an approximately 42,000 square foot addition thereto, together with associated parking, as described in the Contract of Lease (the "Project") to be leased to the County; and
WHEREAS, the Contract of Lease further provides for the lease of the Project by the Authority to the County for a period extending beyond the last maturity of the bonds hereinafter authorized to be issued and for payment by Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH"), who will be the major tenant in, occupy and maintain the Project, pursuant to a Sublease among the County, the Authority and CMH dated May 1, 2017, to the Authority as cash rental such periodic amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the building authority bonds to be issued by the Authority; and

WHEREAS, the County has pledged its limited tax full faith and credit for the payment of the cash rental if not paid by CMH and, pursuant to its pledge, is authorized and obligated to levy each year such ad valorem taxes as shall be necessary for the payment of the cash rental that taxes shall be subject to applicable constitutional and statutory tax limitations; and

WHEREAS, the obligation of CMH to make the cash rental payments and of the County, in the event CMH does not make the cash rental payments, is not subject to any setoff by the County nor shall there be any abatement of the cash rentals for any cause including, but not limited to, casualty that results in the Project being untenantable; and

WHEREAS, CMH has agreed to pay to the Authority all operating expenses of the Authority, to pay all expenses in connection with the operation and maintenance of the Project, and to provide insurance in connection with the Project as provided in the Contract of Lease and Sublease.

THEREFORE, BE IT RESOLVED by the Commission of the Ingham County Building Authority as follows:

1. **AUTHORIZATION OF BONDS – PURPOSE.** Bonds of the Ingham County Building Authority aggregating the principal sum of Ten Million Dollars ($10,000,000) shall be issued and sold pursuant
to the provisions of Act 31 and other applicable statutory provisions for the purpose of defraying part of the cost of the Project in accordance with the Contract of Lease.

2. **BOND DETAILS.** The bonds shall be designated "Building Authority Bonds (Community Mental Health Building), Series 2017 (Limited Tax General Obligation)"; shall be dated their date of delivery or such other date determined upon the sale thereof; shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of $5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall bear interest at a rate or rates not exceeding $5\%$ per annum to be determined upon the sale thereof payable on November 1, 2017 or such other date as determined by the Chairperson or Secretary, and semiannually thereafter on the first days of May and November in each year; and shall mature on November 1 in each year as follows:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
<th>YEAR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$335,000</td>
<td>2028</td>
<td>$495,000</td>
</tr>
<tr>
<td>2019</td>
<td>350,000</td>
<td>2029</td>
<td>515,000</td>
</tr>
<tr>
<td>2020</td>
<td>365,000</td>
<td>2030</td>
<td>535,000</td>
</tr>
<tr>
<td>2021</td>
<td>380,000</td>
<td>2031</td>
<td>560,000</td>
</tr>
<tr>
<td>2022</td>
<td>395,000</td>
<td>2032</td>
<td>580,000</td>
</tr>
<tr>
<td>2023</td>
<td>410,000</td>
<td>2033</td>
<td>605,000</td>
</tr>
<tr>
<td>2024</td>
<td>425,000</td>
<td>2034</td>
<td>630,000</td>
</tr>
<tr>
<td>2025</td>
<td>440,000</td>
<td>2035</td>
<td>655,000</td>
</tr>
<tr>
<td>2026</td>
<td>460,000</td>
<td>2036</td>
<td>680,000</td>
</tr>
<tr>
<td>2027</td>
<td>480,000</td>
<td>2037</td>
<td>705,000</td>
</tr>
</tbody>
</table>

If the original purchaser shall designate certain of the bonds as term bonds, the maturities set forth above shall become mandatory redemption requirements in accordance with the provisions of Section 5 and the form of bond set forth in Section 10.

**In accordance with the Notice of Sale, the Authority has reserved the right to increase or decrease the principal amount of the bonds. Such adjustment, if necessary, will be made in increments of $5,000, and may be made in one or more maturities.**
3. **PAYMENT OF PRINCIPAL AND INTEREST.** The principal of and interest on the bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the bonds to the bond registrar and paying agent as they severally mature. Interest shall be paid to the registered owner of each bond as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.

4. **BOOK-ENTRY SYSTEM.** Initially, one fully-registered bond for each maturity, in the aggregate amount of such maturity, shall be issued in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") for the benefit of other parties (the "Participants") in the book-entry-only transfer system of DTC. In the event the Authority determines that it is in the best interest of the Authority not to continue the book-entry system of transfer or that the interests of the holders of the bonds might be adversely affected if the book-entry system of transfer is continued, the Authority may notify DTC and the bond registrar and paying agent, whereupon DTC will notify the Participants of the availability through DTC of bond certificates. In such event, the bond registrar and paying agent shall deliver, transfer and exchange bond certificates as requested by DTC and any Participant or "beneficial owner" in appropriate amounts in accordance with this Bond Resolution. DTC may determine to discontinue providing its services with respect to the bonds at any time by giving notice to the Authority and the bond registrar and paying agent and discharging its responsibilities with respect thereto under applicable law or the Authority may determine that DTC is incapable of discharging its duties and may so advise DTC. In either such event, the Authority shall use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor securities depository), the Authority and the bond registrar and paying agent shall be obligated to deliver bond certificates in accordance with the procedures established by this Bond Resolution. In the event bond certificates are issued, the provisions of this Bond Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the Authority and the bond registrar and paying agent to do so, the Authority and the bond registrar and paying agent shall cooperate with DTC in taking appropriate action after reasonable notice to
make available one or more separate certificates evidencing the bonds to any Participant having bonds credited to its DTC account or to arrange for another securities depository to maintain custody of certificates evidencing the bonds.

Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, interest on and redemption premium, if any, on the bonds and all notices with respect to the bonds shall be made and given, respectively, to DTC as provided in the Blanket Issuer Letter of Representations between DTC and the Authority. The Chairperson or the Secretary is authorized to sign the Blanket Issuer Letter of Representations on behalf of the Authority in such form as the Chairperson or Secretary deems necessary or appropriate in order to accomplish the issuance of the bonds in accordance with law and this Bond Resolution.

5. **MANDATORY PRIOR REDEMPTION.** If any of the bonds are designated by the original purchaser as term bonds such bonds shall be subject to mandatory prior redemption at par and accrued interest in accordance with the maturity schedule set forth in Section 2 hereof and upon the terms and conditions set forth in the form of bond contained in Section 10 hereof. The bonds to be redeemed shall be selected by lot.

6. **OPTIONAL PRIOR REDEMPTION.** The bonds shall be subject to optional redemption prior to maturity upon the terms and conditions set forth in the **final form of bond contained in Section 10 hereof.**

7. **BOND REGISTRAR AND PAYING AGENT.** [____________] is hereby appointed as bond registrar and paying agent for the bonds, and the Chairperson or Secretary may enter into an agreement with the bond registrar and paying agent. The Chairperson or Secretary **from time to time may** designate, and may enter into an agreement with, a **new** bond registrar and paying agent that shall be a bank or trust company located in the State of Michigan that is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. **The Chairperson or Secretary may from time to time as required designate a similarly qualified successor bond registrar and paying agent.**
8. **EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS.** The bonds shall be executed in the name of the Authority by the manual or facsimile signatures of the Chairperson and the Secretary of the Authority and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent, and the seal of the Authority (or a facsimile thereof) shall be impressed or imprinted on the bonds. After the bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the Chairperson or the Treasurer of the Authority to the purchaser upon receipt of the purchase price. Additional bonds bearing the facsimile signatures of the Chairperson and the Secretary of the Authority and upon which the seal of the Authority (or a facsimile thereof) is impressed or imprinted may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of bonds. The bond registrar and paying agent shall indicate on each bond the date of its authentication.

9. **EXCHANGE AND TRANSFER OF BONDS.** Any bond, at the option of the registered owner thereof and upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or its duly authorized attorney, may be exchanged for bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered bond.

Each bond shall be transferable only upon the books of the Authority that shall be kept for that purpose by the bond registrar and paying agent, upon surrender of such bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or its duly authorized attorney.

Upon the exchange or transfer of any bond, the bond registrar and paying agent on behalf of the Authority shall cancel the surrendered bond and shall authenticate and deliver to the transferee a new bond or bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered bond. If, at the time the bond registrar and paying agent authenticates and delivers a new bond pursuant to this section, payment of interest on the bonds is in default, the
bond registrar and paying agent shall endorse upon the new bond the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is ________________________." 

The Authority and the bond registrar and paying agent may deem and treat the person in whose name any bond shall be registered upon the books of the Authority as the absolute owner of such bond, whether such bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such bond and for all other purposes, and all payments made to any such registered owner, or upon its order, in accordance with the provisions of Section 3 of this resolution shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid, and neither the Authority nor the bond registrar and paying agent shall be affected by any notice to the contrary. The Authority agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating the registered owner.

For every exchange or transfer of bonds the Authority or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the exchange or transfer, which sum or sums shall be paid by the person requesting the exchange or transfer as a condition precedent to the exercise of the privilege of making the exchange or transfer.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds that have been selected for redemption.

10. FORM OF BONDS. The bonds shall be in substantially the following form:
UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF INGHAM

INGHAM COUNTY BUILDING AUTHORITY
BUILDING AUTHORITY BOND
(COMMUNITY MENTAL HEALTH BUILDING),
SERIES 2017
(LIMITED TAX GENERAL OBLIGATION)

INTEREST RATE  MATURITY DATE  DATE OF ORIGINAL ISSUE  CUSIP

__________, 2017

Registered Owner:

Principal Amount:

The Ingham County Building Authority (the "Authority"), County of Ingham, State of Michigan, acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the maturity date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at the [corporate][designated] trust office of ________________, the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolution, and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check or draft drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount until the Authority's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on the first days of May and November in each year, commencing on November 1, 2017. Principal and interest are payable in lawful money of the United States of America. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

This bond is one of a series of bonds aggregating the principal sum of Ten Million Dollars ($10,000,000) issued by the Authority under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 31, Public Acts of 1948 (First Extra Session), as amended) and a bond authorizing resolution adopted by the Commission of the Authority (the "Resolution") on ____________,March 24, 2017 for the purpose of defraying part of the cost of renovating, constructing, furnishing, equipping, and improving the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan, and the cost of acquiring, constructing, furnishing, and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (the "Project"), in accordance with the terms of a limited tax Full Faith and Credit General Obligation Contract of Lease between the County of Ingham (the "County") and the Authority (the "Contract of Lease").
This bond is payable from the cash rental payments required to be paid by the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH"), who will be the major tenant in, occupy and maintain the Project, pursuant to a Sublease among the County, the Authority and CMH dated May 1, 2017 (the "Sublease"), to the Authority pursuant to the Contract of Lease and Sublease, and the cash rental payments have been and are hereby irrevocably pledged to the payment of the principal of and interest on the bonds of this series and any additional bonds of equal standing that may be issued pursuant to the Resolution. The payment of the principal of and interest on the bonds of this series (and on any additional bonds of equal standing) is secured by a statutory lien upon the cash rental payments. The full faith and credit of the County have been pledged for the payment of the cash rental to the Authority. Taxes imposed by the County are subject to constitutional and statutory tax limitations.

This bond is transferable, as provided in the Resolution, only upon the books of the Authority kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or its attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of $5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds that have been selected for redemption.

**MANDATORY PRIOR REDEMPTION**

Bonds maturing in the year ____ are subject to mandatory prior redemption at par and accrued interest as follows:

<table>
<thead>
<tr>
<th>Redemption Date</th>
<th>Principal Amount of Bonds to be Redeemed</th>
</tr>
</thead>
</table>

(REPEAT IF MORE THAN ONE TERM BOND)

Bonds or portions of bonds to be redeemed by mandatory redemption shall be selected by lot.

**OPTIONAL PRIOR REDEMPTION**

Bonds maturing on or prior to November 1, 2026 are not subject to optional redemption prior to maturity. Bonds maturing on and after November 1, 2027, are subject to redemption prior to maturity at the option of the Authority, in such order as shall be determined by the Authority, at any time on and after November 1, 2026. Bonds of a denomination greater than $5,000 may be partially redeemed in the amount of $5,000 or any integral multiple thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot. The redemption price shall be
the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption.

Not less than thirty but not more than sixty days' notice of redemption shall be given to the registered owners of bonds called to be redeemed by mail to each registered owner at the registered address. Failure to receive notice of redemption shall not affect the proceedings for redemption. Bonds or portions of bonds called for redemption shall not bear interest on and after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of the Authority, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Ingham County Building Authority, County of Ingham, State of Michigan, by its Commission, has caused this bond to be executed in its name by the manual or facsimile signatures of the Chairperson and the Secretary of the Authority and its corporate seal (or a facsimile thereof) to be impressed or imprinted hereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

INGHAM COUNTY BUILDING AUTHORITY

By: ____________________________

Its: Chairperson

{SEAL}

And: ____________________________

Its: Secretary

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolution.

[______________________________]
Bond Registrar and Paying Agent
ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto
______________________________________________________________________________ (please print
or type name, address and taxpayer identification number of transferee) the within bond and all rights
thereunder and hereby irrevocably constitutes and appoints
______________________________________________________________________________ attorney to
transfer the within bond on the books kept for registration thereof, with full power of substitution in the
premises.

Dated: ____________________  __________________________________________

Signature Guaranteed:    __________________________________________

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer
Association recognized signature guarantee program.
11. **SECURITY.** The cash rental payments required to be paid by CMH on behalf of the County to the Authority pursuant to the Contract of Lease and Sublease hereby are pledged irrevocably for the payment of the principal of and interest on the bonds herein authorized to be issued, and on any additional bonds of equal standing that may be issued as hereinafter provided. To secure payment of the principal of and interest on the bonds herein authorized (and on any additional bonds of equal standing that may be issued by the Authority) there hereby is created a lien (by Act 31 made a statutory lien) to and in favor of the holders of the bonds upon the cash rental payments required to be paid by CMH on behalf of the County pursuant to the Contract of Lease and Sublease. The cash rental payments pledged to the payment of the principal of and interest on the bonds shall be and remain subject to the statutory lien until the principal of and interest on the bonds have been paid in full. The holder or holders of bonds representing in the aggregate not less than 20% of the entire issue then outstanding may by suit, action, or other proceedings protect and enforce such statutory lien and enforce and compel the performance of all duties of the officials of the Authority, including, but not limited to, compelling CMH and the County by proceedings in a court of competent jurisdiction or other appropriate forum to make the cash rental payments required to be made by the Contract of Lease and Sublease, and (subject to constitutional and statutory tax limitations) requiring the County to certify, levy, and collect appropriate taxes as authorized by Act 31 and as may be required by the Contract of Lease to be so certified, levied, and collected by the County for the payment of the cash rental required to be paid by the Contract of Lease.

12. **ESTIMATES OF PERIOD OF USEFULNESS AND COST.** The estimated period of usefulness of the Project is determined to be forty (40) years and upwards. The estimated cost of the Project in the amount of $10,000,000, as submitted to this Commission, is approved and adopted.

13. **DEFEASANCE.** In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, premium if any, and interest on the bonds or any portion of the bonds, shall have been deposited in trust, this resolution shall be defeased with respect to such bonds and the owners of the bonds shall have no further rights under this resolution except to receive
payment of the principal of, premium if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein.

14. **BOND AND INTEREST REDEMPTION FUND.** There shall be established for the bonds a Bond and Interest Redemption Fund. From the proceeds of the sale of the bonds there shall be credited to the Bond and Interest Redemption Fund any premium and accrued interest received from the purchaser of the bonds at the time of delivery of the same. All cash rental payments required to be made by CMH on behalf of the County under the Contract of Lease and Sublease that are pledged to the payment of the bonds shall be credited to the Bond and Interest Redemption Fund.

15. **CONSTRUCTION FUND.** The remainder of the proceeds of the sale of the bonds, together with available CMH funds to be used to pay part of the cost of the Project, shall be set aside in a Construction Fund that shall be maintained in a bank that shall be designated by the Treasurer. Moneys in the Construction Fund shall be used to defray the cost of the Project including legal and other expenses incident thereto and the costs of issuing the bonds. If, after completion of the Project, moneys remain in the Construction Fund, such moneys shall be used in accordance with the provisions of Section 4 of the Contract of Lease.

16. **REPLACEMENT OF BONDS.** Upon receipt by the Secretary of proof of ownership of an unmatured bond, of satisfactory evidence that the bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity that complies with applicable law and is satisfactory to the Secretary, the Secretary may authorize the bond registrar and paying agent to deliver a new executed bond to replace the bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured bond is lost, apparently destroyed or wrongfully taken, the Secretary may authorize the bond registrar and paying agent to pay the bond without presentation upon the receipt of the same documentation required for the delivery of a replacement bond. The bond registrar and paying agent, for each new bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the Authority in the premises. Any bond delivered pursuant to the provisions of this Section 16 in lieu of any bond lost, apparently destroyed or wrongfully taken
shall be of the same form and tenor and be secured in the same manner as the bond in substitution for which such bond was delivered.

17. **INVESTMENT OF MONEYS.** Moneys in the Construction Fund and the Bond and Interest Redemption Fund may be invested in United States government obligations or obligations the principal of and interest on which are guaranteed by the United States government or in interest bearing time deposits. Any money so invested shall be in obligations or deposits maturing prior to the estimated date that such moneys will be needed for the purposes of the fund in which such moneys invested have been deposited.

18. **ADDITIONAL BONDS.** The Authority shall have the right to issue additional bonds, which shall have equal standing with the bonds herein authorized to be issued, to complete the Project or to make improvements or additions thereto; provided, however, that no such additional bonds shall be issued unless the Contract of Lease is amended or supplemented to provide a sufficient increase in the cash rental payments to permit payment of the principal of and interest on the additional bonds. Nothing in this resolution shall prevent the issuance by the Authority of building authority bonds to finance additional projects for lease to the County.

19. **SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS.** The Authority shall sell the bonds at not less than 100% nor more than 105% of their par value and accrued interest in accordance with the laws of the State of Michigan. The Chairperson, the Secretary and the Treasurer are authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the bonds in accordance with the provisions of this resolution. The Chairperson or the Secretary is authorized to make filings with the Department of Treasury of the State of Michigan as may be required by law or which may be deemed appropriate. The Commission shall receive bids for the purchase of the bonds after publication of the Notice of Sale substantially in the form set forth in Section 23 hereof with such changes as shall be approved by the Chairperson or the Secretary.

20. **OFFICIAL STATEMENT.** The Chairperson or the Secretary is hereby authorized to cause the preparation of an official statement for the bonds for purposes of compliance with Rule 15c2-12 issued under
the Securities Exchange Act of 1934, as amended (the "Rule") and to do all other things necessary to comply with the Rule. After the award of the bonds, the Authority will provide copies of a "final official statement" (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the successful bidder or bidders to enable such bidder or bidders to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. The Chairperson or the Secretary is authorized to enter into such agreements as may be required to enable the purchasers to comply with the Rule.

21. CONTINUING DISCLOSURE. The Controller/Administrator and the County Treasurer have each been authorized severally and jointly to execute and deliver in the name of and on behalf of the County (i) a certificate of the County to comply with the requirement for a continuing disclosure undertaking of the County pursuant to subsection (b)(5) of the Rule and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The remedies for any failure of the County to comply with and carry out the provisions of the Continuing Disclosure Certificate shall be as set forth therein.

22. TAX COVENANT. The Authority covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") necessary to assure that the interest on the bonds will be and will remain excludable from gross income for federal income tax purposes. The Chairperson, the Secretary and the Treasurer of the Authority are authorized to do all things necessary (including the making of such covenants of the Authority as shall be appropriate) to assure that the interest on the bonds will be and will remain excludable from gross income for federal income tax purposes.

23. NOTICE OF SALE. The Notice of Sale for the bonds shall be published in accordance with law in a publication to be selected by the Chairperson or the Secretary and shall be in substantially the following form with such changes as shall be approved by the Chairperson or the Secretary.
OFFICIAL NOTICE OF SALE

$________10,000,000*
*(subject to adjustment as described below)

INGHAM COUNTY BUILDING AUTHORITY
COUNTY OF INGHAM, STATE OF MICHIGAN
BUILDING AUTHORITY BONDS
(COMMUNITY MENTAL HEALTH BUILDING),
SERIES 2017
(LIMITED TAX GENERAL OBLIGATION)

SEALED BIDS for the purchase of the above bonds will be received by the undersigned at the office of the
Treasurer of the Authority at Courthouse Square, 315 W County Controller/Administrator, 341 S. Jefferson Street, Mason, Michigan 48854, on the _____ day of __________, 2017, until _____ m., Eastern Standard Daylight Time, at which time and place said bids will be publicly opened and read. Bids Sealed bids also will be received on the same date and until the same time by an agent of the undersigned at County's Administrative Office, Courthouse Square, 315 W. Jefferson, Mason, Michigan 48854 or the offices of the Municipal Advisory Council of Michigan (the "MAC"), Buhl Building, 535 Griswold Street, Suite 1850, Detroit, Michigan 48226, where they will be opened and read publicly. Signed bids may be submitted by fax to the County Controller/Administrator at (517) 676-7306 or the MAC at (313) 963-0943, but no bid will be received after the time for receiving bids specified above and the bidder bears all risks of transmission failure. Bidders may choose either location to present bids and good faith checks, but may not present bids at both locations.

IN THE ALTERNATIVE: Bids may be submitted electronically via PARITY pursuant to this Notice on the same date and until the same time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice, the terms of this Notice shall control. For further information about PARITY, potential bidders may contact PublicPFM Financial Management, Inc. Advisors LLC at (734) 994-9700 or PARITY at (212) 849-5021.

BOND DETAILS: The bonds will be fully registered bonds of the denomination of $5,000 each or any integral multiple thereof, not exceeding the aggregate principal amount for each maturity, at the option of the purchaser thereof, dated the date of their delivery, and will bear interest from their date payable on November 1, 2017, and semiannually thereafter.

The bonds will mature on the first day of November as follows:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
<th>YEAR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$335,000</td>
<td>2028</td>
<td>$495,000</td>
</tr>
<tr>
<td>2019</td>
<td>350,000</td>
<td>2029</td>
<td>515,000</td>
</tr>
<tr>
<td>2020</td>
<td>365,000</td>
<td>2030</td>
<td>535,000</td>
</tr>
<tr>
<td>2021</td>
<td>380,000</td>
<td>2031</td>
<td>560,000</td>
</tr>
<tr>
<td>2022</td>
<td>395,000</td>
<td>2032</td>
<td>580,000</td>
</tr>
<tr>
<td>2023</td>
<td>410,000</td>
<td>2033</td>
<td>605,000</td>
</tr>
<tr>
<td>2024</td>
<td>425,000</td>
<td>2034</td>
<td>630,000</td>
</tr>
<tr>
<td>2025</td>
<td>440,000</td>
<td>2035</td>
<td>655,000</td>
</tr>
<tr>
<td>2026</td>
<td>460,000</td>
<td>2036</td>
<td>680,000</td>
</tr>
<tr>
<td>2027</td>
<td>480,000</td>
<td>2037</td>
<td>705,000</td>
</tr>
</tbody>
</table>
TERM BOND OPTION: Bidders shall have the option of designating bonds maturing in the years 2020 through final maturity as serial bonds or term bonds, or both. The bid must designate whether each of the principal amounts shown above for the years 2020 through final maturity represent a serial maturity or a mandatory redemption requirement for a term bond maturity. There may be more than one term bond designated. In any event, the above principal amount scheduled for the years 2020 through final maturity shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both. Any such designation must be made at the time bids are submitted.

PRIOR REDEMPTION:

A. MANDATORY REDEMPTION. Bonds designated as term bonds shall be subject to mandatory redemption at par and accrued interest on the dates and in the amounts corresponding to the annual principal maturities hereinbefore set forth. The bonds or portions of bonds to be redeemed shall be selected by lot.

B. OPTIONAL REDEMPTION. Bonds maturing on and after November 1, 2027, shall be subject to redemption prior to maturity, at the option of the Authority, in any order, at any time on and after November 1, 2026. Bonds of a denomination greater than $5,000 may be redeemed in part in amounts of $5,000 or any integral multiple thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot. The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption.

C. NOTICE OF REDEMPTION. Not less than thirty and not more than sixty days’ notice of redemption shall be given to the registered owners of bonds called to be redeemed by mail to each registered owner at the registered address. Failure to receive notice of redemption shall not affect the validity of the proceedings for redemption. Bonds or portions of bonds called for redemption shall not bear interest on and after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at a rate or rates not exceeding 5% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. The interest rate borne by bonds maturing in any one year shall not be less than the interest rate borne by bonds maturing in the preceding year. The difference between the highest and lowest interest rates shall not exceed three percentage points. No proposal for the purchase of less than all of the bonds or at a price less than 100% nor more than 105% of their par value will be considered.

BOOK-ENTRY-ONLY: The bonds will be issued in book-entry-only form as one fully-registered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of $5,000 or any integral multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. The book-entry-only system is described further in the preliminary official statement for the bonds.

BOND REGISTRAR AND PAYING AGENT: The bonds shall be payable as to principal in lawful money of the United States upon surrender thereof at the [principal][designated] corporate trust office of ________________, __________, Michigan the bond registrar and paying agent. Interest shall be paid to the registered owner of each bond as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address. As long as DTC, or its nominee Cede & Co., is the registered owner of the bonds, payments
will be made directly to such registered owner. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the bonds is the responsibility of DTC participants and indirect participants as described in the preliminary official statement for the bonds. The Authority from time to time as required may designate a successor bond registrar and paying agent.

PURPOSE AND SECURITY: The bonds are to be issued pursuant to the authorization contained in Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, for the purpose of defraying part of the cost of renovating, constructing, furnishing, equipping and improving the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan and acquiring, constructing, furnishing and equipping an approximately 42,000 square foot addition thereto, together with associated parking, in the County of Ingham for lease to the County of Ingham pursuant to a limited tax Full Faith and Credit General Obligation Contract of Lease (herein the "Lease"). The County and the Authority will enter into a sublease (the "Sublease") with the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH"), who will be the major tenant in, occupy and maintain the Project, and pay rental with respect to the Project. The Lease and Sublease require CMH on behalf the County of Ingham to make cash rental payments to the Authority in such amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the bonds as the same shall become due. The limited tax full faith and credit of the County of Ingham have been pledged for the making of the cash rental payments if CMH fails to do so and the County of Ingham is obligated to levy ad valorem taxes in such amounts as shall be necessary for the making of such cash rental payments. Taxes imposed by the County of Ingham are subject to constitutional and statutory tax limitations. The Authority has irrevocably pledged the cash rental payments for the payment of the principal of and interest on the bonds and a statutory lien on the cash rental payments has been created by the bond authorizing resolution.

ADJUSTMENT IN PRINCIPAL AMOUNT: Following receipt of bids and prior to final award, the Authority reserves the right to increase or decrease the principal amount of the bonds. Such adjustment, if necessary, will be made in increments of $5,000, and may be made in one or more maturities. The purchase price will be adjusted proportionately to the decrease in the principal amount of the bonds, but the interest rates specified by the successful bidder will not change. The successful bidder may not withdraw its bid as a result of any changes made as provided in this paragraph.

ADDITIONAL BONDS: For the terms upon which additional bonds of equal standing as to the cash rental payments may be issued reference is made to the bond authorizing resolution.

GOOD FAITH: A good faith deposit in the form of a certified or cashier's check drawn upon an incorporated bank or trust company, or wire transfer, in the amount of $100,000 payable to the order of the Ingham County Building Authority will be required of the successful bidder. If a check is used, it must accompany the bid. If a wire transfer is used, the successful bidder is required to wire its good faith deposit to the Authority not later than Noon, Eastern Standard Daylight Time, on the next business day following the sale using the wire instructions provided by Public PFM Financial Management, Inc. Advisors LLC. The good faith deposit will be applied to the purchase price of the bonds. In the event the purchaser fails to honor its accepted bid, the good faith deposit will be retained by the Authority. No interest shall be allowed on the good faith deposit, and checks of the unsuccessful bidders will be promptly returned to such bidder's representative or by registered mail. The good faith check of the successful bidder will be cashed and payment for the balance of the purchase price of the bonds shall be made at the closing.

[RATING: The Authority has requested a rating from _________________ on this issue of bonds; however, the rating was not available at the time of publication of this Notice.]
AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost to the Authority. True interest cost shall be computed by determining the annual interest rate (compounded semiannually) necessary to discount the debt service payments on the bonds from the payment dates thereof to __________. 2017, and to the price bid.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Dickinson Wright PLLC, attorneys of Lansing, Michigan, which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Dickinson Wright PLLC for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to the validity of the bonds, Dickinson Wright PLLC has made no inquiry as to any financial information, statements or material contained in any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds and, accordingly, will not express any opinion with respect to the accuracy or completeness of any such financial information, statements or materials.

TAX MATTERS: The approving opinion of bond counsel will include an opinion to the effect that under existing law, the interest on the bonds (a) is excluded from gross income for federal income tax purposes, and (b) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; such opinion will note, however, that certain corporations must take into account interest on the bonds in determining adjusted current earnings for the purpose of computing such alternative minimum tax. The opinion set forth in clause (a) above will be subject to the condition that the Authority comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the bonds to be included in gross income retroactive to the date of issuance of the bonds. The Authority has covenanted to comply with all such requirements. Bond counsel will express no opinion regarding other federal tax consequences arising with respect to the bonds.

The Authority has not designated the bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

The successful bidder will be required as a condition of delivery of the bonds, to certify, in form and substance satisfactory to bond counsel, the "issue price" of the bonds within the meaning of Section 1273 of the Code, which, unless the bonds are purchased for the successful bidder's account and not with a view to distribution or resale, will include a representation that (i) the successful bidder made a bona fide public offering to members of the general public of all bonds and all maturities at initial offering prices and yields indicated in the information furnished in connection with the successful bid and (ii) at least the first 10 percent of each maturity of the bonds has been sold, or was reasonably expected at the time of pricing of the bonds to be sold, to the public at an initial offering price not exceeding the price for such maturity, or the price corresponding to the yield for such maturity, indicated in the information furnished in connection with the successful bid. In addition, if the successful bidder will obtain a municipal bond insurance policy or other credit enhancement for the bonds in connection with their original issuance, the successful bidder will be required, as a condition of delivery of the bonds, to certify that the premium therefor will be less than the present value of the interest expected to be saved as a result of such insurance or other credit enhancement. The form of an acceptable certificate will be provided by bond counsel.

In addition, the approving opinion of bond counsel will include an opinion to the effect that under existing law, the principal and interest on the bonds are exempt from taxation by the State of Michigan and by any other taxing authority within the State of Michigan, except estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.
CUSIP: CUSIP numbers will be imprinted on all bonds of this issue at the issuer Authority's expense. Neither the failure to print numbers nor an improperly printed number shall constitute cause for the purchaser to refuse to accept delivery. The purchaser shall be responsible for requesting assignment of numbers and for payment of any charges for the assignment of numbers.

OFFICIAL STATEMENT: A copy of the Authority's official statement relating to the bonds may be obtained by contacting PublicPFM Financial Management, Inc. Advisors LLC at the address referred to below. The official statement is in a form deemed final by the Authority for purposes of paragraph (b)(1) of SEC Rule 15c2-12 (the "Rule"), but is subject to revision, amendment and completion in a final official statement.

After the award of the bonds, the Authority will provide on a timely basis copies of a final official statement, as that term is defined in paragraph (e)(3) of the Rule, at the Authority's expense in sufficient quantity to enable the successful bidder or bidders to comply with paragraph (b)(3) and (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. Requests for such additional copies of the final official statement shall be made to PublicPFM Financial Management, Inc. Advisors LLC at the address set forth below within 24 hours of the award of the bonds.

CONTINUING DISCLOSURE: In order to assist bidders in complying with paragraph (b)(5) of the Rule, the County of Ingham will undertake to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the preliminary official statement and will also be set forth in the final official statement.

BIDDER CERTIFICATION: NOT "IRAN-LINKED BUSINESS": By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act No. 517, Public Acts of Michigan, 2012; MCL 129.311 et seq.

DELIVERY OF BONDS: The Bonds will be delivered without expense to the purchaser through DTC, New York, New York. The usual closing documents, including a continuing disclosure certificate and a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of the delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, Eastern Standard Daylight Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned, in which event the Authority shall return the good faith deposit. Payment for the bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery.

FINANCIAL CONSULTANT: Further information with respect to the bonds may be obtained from PublicPFM Financial Management, Inc. Advisors LLC, 555 Briarwood Circle, Suite 333, Ann Arbor, Michigan 48108. Telephone: (734) 994-9700, Financial Consultant to the Authority.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES containing the bids should be plainly marked "Proposal for Bonds."

_____________________________________________________
Chairperson
Ingham County Building Authority
24. **CONFLICTING RESOLUTIONS.** All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

25. **EFFECTIVE DATE OF RESOLUTION.** This resolution shall be recorded in the minutes of the Commission as soon as practicable after its passage and shall become effective immediately upon its adoption.

YEAS:  

NAYS:  

ABSENT:  

RESOLUTION DECLARED ADOPTED.
I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Commission of the Ingham County Building Authority at a [special][regular] meeting held on ________, March 24, 2017, and that the resolution has been recorded in the minutes of the Commission. I further certify that notice of said meeting was given in accordance with the provisions of the open meetings act.

______________________________________________
Secretary
Ingham County Building Authority
CONTINUING DISCLOSURE CERTIFICATE

COUNTY OF INGHAM

$_________

INGHAM COUNTY BUILDING AUTHORITY
BUILDING AUTHORITY BONDS
(COMMUNITY MENTAL HEALTH BUILDING),
SERIES 2017
(LIMITED TAX GENERAL OBLIGATION)

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the County of Ingham (the "County") in connection with the issuance by the Ingham County Building Authority (the "Issuer") of its Building Authority Bonds (Community Mental Health Building), Series 2017 (Limited Tax General Obligation) (the "Bonds"). The County covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate.

(a) This Disclosure Certificate is being executed and delivered by the County on behalf of the County and the Issuer for the benefit of the Bondholders and the Beneficial Owners and in order to assist the Participating Underwriter in complying with subsection (b)(5) of the Rule.

(b) In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same or shall own beneficial ownership interests therein from time to time, this Disclosure Certificate shall be deemed to be and shall constitute a contract between the County and the Bondholders and Beneficial Owners from time to time of the Bonds, and the covenants and agreements herein set forth to be performed on behalf of the County shall be for the benefit of the Bondholders and Beneficial Owners of any and all of the Bonds.

Section 2. Definitions. The following capitalized terms shall have the following meanings:

"1934 Act" shall mean the Securities Exchange Act of 1934, as amended.

"Annual Report" shall mean any Annual Report of the County provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including any person holding Bonds through nominees, depositaries or other intermediaries).

"Bondholder" shall mean the registered owner of any Bonds.

"Dissemination Agent" shall mean the County or any successor Dissemination Agent appointed in writing by the County and which has filed with the County a written acceptance of such appointment.
"EMMA" shall mean the Electronic Municipal Market Access system of the MSRB. As of the date of this Disclosure Certificate, the EMMA Internet Web site address is http://www.emma.msrb.org.

"GAAP" shall mean generally accepted accounting principles, as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Governmental Accounting Standards Board and in effect from time to time. "Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the 1934 Act. As of the date of this Disclosure Certificate, the address and telephone and telecopy numbers of the MSRB are as follows:

Municipal Securities Rulemaking Board
1300 I Street NW, Suite 1000
Washington, DC 20005
Tel: 202-838-1500
Fax: 202-898-1500


"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the primary offering of the Bonds.

"Rule" shall mean Rule 15c2-12 (17 CFR Part 240, § 240.15c2-12) promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time, together with all interpretive guidances or other official interpretations or explanations thereof that are promulgated by the SEC.

"SEC" shall mean the United States Securities and Exchange Commission.

"Securities Counsel" shall mean legal counsel expert in federal securities law.

"State" shall mean the State of Michigan.

Section 3. Provision of Annual Reports.

(a) Each year, the County shall provide, or shall cause the Dissemination Agent to provide, not later than the date seven months after the end of the County's fiscal year, commencing with the County's Annual Report for its fiscal year ended December 31, 2016, to the MSRB an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 business days (or such lesser number of days as is acceptable to the Dissemination Agent) prior to said date, the County shall provide the Annual Report to the Dissemination Agent (if other than the County). Currently, the County's fiscal year commences on January 1. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Disclosure Certificate; provided, however, that if the audited financial statements of the County are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the audited financial statements then most recently prepared for the County shall be included in the Annual Report.
(b) If the County is unable to provide to the MSRB an Annual Report of the County by the date required in subsection (a), the County shall file a notice, in a timely fashion, with the MSRB, in substantially the form attached as Exhibit A.

(c) If the County's fiscal year changes, the County shall file written notice of such change with the MSRB, in substantially the form attached as Exhibit B.

(d) Whenever any Annual Report or portion thereof is filed as described above, it shall be attached to a cover sheet in substantially the form attached as Exhibit C.

(e) If the Dissemination Agent is other than the County, the Dissemination Agent shall file a report with the County certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided.

(f) In connection with providing the Annual Report, the Dissemination Agent (if other than the County) is not obligated or responsible under this Disclosure Certificate to determine the sufficiency of the content of the Annual Report for purposes of the Rule or any other state or federal securities law, rule, regulation or administrative order.

Section 4. Content of Annual Reports. The County's Annual Report shall contain or include by reference the following:

[(a) Updates of the numerical financial information and operating data (excluding any pictorial representation) included in the Official Statement for the Bonds appearing in the Tables or under the headings in Appendix A of the Official Statement, the Section describing the County, as described below:

(1) Population;
(2) Property Valuations – Historical Valuation;
(3) Major Taxpayers;
(4) Tax Rates (per $1,000 of Valuation);
(5) Tax Rate Limitation;
(6) Tax Levies and Collections;
(7) Labor Force;
(8) Pension Fund;
(9) Other Post Employment Benefits;
(10) Debt Statement; and
(11) Legal Debt Margin.

(b) Audited financial statements, or in the event audited financial statements are not available, the County shall provide unaudited financial statements, and then provide audited financial statements immediately after they become available.

(c) Such additional financial information or operating data as may be determined by the County and its advisors as desirable or necessary to comply with the Rule.]
Section 5. Reporting of Significant Events.

(a) The County covenants to provide, or cause to be provided, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not in excess of ten (10) business days after the occurrence of the event and in accordance with the Rule:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
7. Modifications to rights of security holders, if material;
8. Bond calls, if material;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;
11. Rating changes;
12. Tender offers;
13. Bankruptcy, insolvency, receivership or similar event of the obligated person;
14. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
15. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsection (a)(2), (7), (8), (10), (14) or (15), the County shall as soon as possible determine if such Listed Event would be material under applicable federal securities laws. The County covenants that its determination of materiality will be made in conformance with federal securities laws.
(c) If the County determines that (i) a Listed Event described in subsection (a)(1), (3), (4), (5), (6), (9), (11), (12) or (13) has occurred or (ii) the occurrence of a Listed Event described in subsection (a)(2), (7), (8), (10), (14) or (15) would be material under applicable federal securities laws, the County shall cause a notice of such occurrence to be filed with the MSRB within ten (10) business days of the occurrence of the Listed Event, together with a cover sheet in substantially the form attached as Exhibit D. In connection with providing a notice of the occurrence of a Listed Event described in subsection (a)(9), the County shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) In connection with providing a notice of the occurrence of a Listed Event, the Dissemination Agent (if other than the County), solely in its capacity as such, is not obligated or responsible under this Disclosure Certificate to determine the sufficiency of the content of the notice for purposes of the Rule or any other state or federal securities law, rule, regulation or administrative order.

(e) The County acknowledges that the "rating changes" referred to in subsection (a)(11) above may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Issuer or the County is liable.

(f) The County acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the County or the Issuer does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

Section 6. Mandatory Electronic Filing with EMMA.

All filings with the MSRB under this Disclosure Certificate shall be made by electronically transmitting such filings through the EMMA Dataport at http://www.emma.msrb.org as provided by the amendments to the Rule adopted by the SEC in Securities Exchange Act Release No. 59062 on December 5, 2008.

Section 7. Termination of Reporting Obligation.

(a) The County's obligations under this Disclosure Certificate shall terminate upon the legal defeasance or the prior redemption or payment in full of all of the Bonds. If the County's obligation to pay a portion of the principal of and interest on the Bonds is assumed in full by some other entity, such entity shall be responsible for compliance with this Disclosure Certificate in the same manner as if it were the County, and the County shall have no further responsibility hereunder.

(b) This Disclosure Certificate, or any provision hereof, shall be null and void in the event that the County (i) receives an opinion of Securities Counsel, addressed to the County, to the effect that those portions of the Rule, which require such provisions of this Disclosure Certificate, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) files notice to such effect with the MSRB.

Section 8. Dissemination Agent. The County, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Except as otherwise provided in this Disclosure Certificate, the Dissemination Agent (if other than the County) shall not be responsible in any manner for the content of any notice or report prepared by the County pursuant to this Disclosure Certificate.
Section 9. Amendment; Waiver.

(a) Notwithstanding any other provision of this Disclosure Certificate, this Disclosure Certificate may be amended, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(i) if the amendment or waiver relates to the provisions of Section 3(a), (b), (c), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the County, or type of business conducted by the County;

(ii) this Disclosure Certificate, as so amended or taking into account such waiver, would, in the opinion of Securities Counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) the amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders.

(b) In the event of any amendment to, or waiver of a provision of, this Disclosure Certificate, the County shall describe such amendment or waiver in the next Annual Report and shall include an explanation of the reason for such amendment or waiver. In particular, if the amendment results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Disclosure Certificate, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

(c) If the amendment results in a change to the accounting principles to be followed in preparing financial statements as set forth in Section 4 of this Disclosure Certificate, the Annual Report for the year in which the change is made shall include a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison shall also be quantitative. A notice of the change in accounting principles shall be filed by the County or the Dissemination Agent (if other than the County) at the written direction of the County with the MSRB.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Failure to Comply. In the event of a failure of the County or the Dissemination Agent (if other than the County) to comply with any provision of this Disclosure Certificate, any Bondholder or Beneficial
Owner may bring an action to obtain specific performance of the obligations of the County or the Dissemination Agent (if other than the County) under this Disclosure Certificate, but no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and any failure to comply with the obligations under this Disclosure Certificate shall not constitute a default with respect to the Bonds. Notwithstanding the foregoing, if the alleged failure of the County to comply with this Disclosure Certificate is the inadequacy of the information disclosed pursuant hereto, then the Bondholders and the Beneficial Owners (on whose behalf a Bondholder has not acted with respect to this alleged failure) of not less than a majority of the aggregate principal amount of the then outstanding Bonds must take the actions described above before the County shall be compelled to perform with respect to the adequacy of such information disclosed pursuant to this Disclosure Certificate.

Section 12. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Issuer, the Dissemination Agent, the Participating Underwriter, the Bondholders and the Beneficial Owners, and shall create no rights in any other person or entity.

Section 14. Transmission of Information and Notices. Unless otherwise required by law or this Disclosure Certificate, and, in the sole determination of the County or the Dissemination Agent, as applicable, subject to technical and economic feasibility, the County or the Dissemination Agent, as applicable, shall employ such methods of information and notice transmission as shall be requested or recommended by the herein-designated recipients of such information and notices.

Section 15. Additional Disclosure Obligations. The County acknowledges and understands that other State and federal laws, including, without limitation, the Securities Act of 1933, as amended, and Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act, may apply to the County, and that under some circumstances, compliance with this Disclosure Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the County under such laws.

Section 16. Governing Law. This Disclosure Certificate shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Disclosure Certificate shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Disclosure Certificate addresses matters of federal securities laws, including the Rule, this Disclosure Certificate shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

COUNTY OF INGHAM

By: ________________________________

Its: Controller/Administrator

Dated: _________, 2017
EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Ingham County Building Authority

Name of Obligated Person: County of Ingham (the "County")

Name of Bond Issue: Building Authority Bonds (Community Mental Health Building), Series 2017 (Limited Tax General Obligation)

Date of Bonds: ____________, 2017

NOTICE IS HEREBY GIVEN that the County of Ingham has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of its Continuing Disclosure Certificate with respect to the Bonds. The County of Ingham anticipates that the Annual Report will be filed by ________________.

COUNTY OF INGHAM

By: ____________________________

Its: ____________________________

Dated: ________________
EXHIBIT B

NOTICE OF CHANGE IN COUNTY'S FISCAL YEAR

Name of Issuer: Ingham County Building Authority

Name of Obligated Person: County of Ingham (the "County")

Name of Bond Issue: Building Authority Bonds (Community Mental Health Building), Series 2017 (Limited Tax General Obligation)

Date of Bonds: ____________, 2017

NOTICE IS HEREBY GIVEN that the County of Ingham's fiscal year has changed. Previously, the County of Ingham's fiscal year ended on ____________. It now ends on ____ ___________.

COUNTY OF INGHAM

By: __________________________

Its: __________________________

Dated: ________________
EXHIBIT C

ANNUAL REPORT COVER SHEET

This cover sheet and the attached Annual Report or portion thereof should be filed electronically with the Municipal Securities Rulemaking Board through the EMMA Dataport at http://www.emma.msrb.org pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(A) and (B).

County's Name: County of Ingham

County's Six-Digit CUSIP Number(s): __________________________

or Nine-Digit CUSIP Number(s) to which the attached Annual Report relates: __________________

Number of pages of the attached Annual Report or portion thereof: __________________

Name of Bond Issue to which the attached Annual Report relates: Ingham County Building Authority, Building Authority Bonds (Community Mental Health Building), Series 2017 (Limited Tax General Obligation)

Date of such Bonds: __________________

I hereby represent that I am authorized by the County or its agent to distribute this information publicly:

Signature: __________________________

Name: __________________________

Title: __________________________

Employer: __________________________

Address: __________________________

City, State, Zip Code: __________________________

Voice Telephone Number: __________________________
EXHIBIT D

EVENT NOTICE COVER SHEET

This cover sheet and the attached Event Notice should be filed electronically with the Municipal Securities Rulemaking Board through the EMMA Dataport at http://www.emma.msrb.org pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

County's and/or Other Obligated Person's Name: County of Ingham

County's Six-Digit CUSIP Number(s): 

(continued)

or Nine-Digit CUSIP Number(s) to which the attached Event Notice relates:

Number of pages of the attached Event Notice:

Description of the attached Event Notice (Check One):

1. Principal and interest payment delinquencies
2. Non-Payment related defaults
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. Modifications to rights of securities holders
8. Bond calls
9. Defeasances
10. Release, substitution, or sale of property securing repayment of the securities
11. Rating changes
12. Tender offers
13. Bankruptcy, insolvency, receivership or similar event of an obligated person
14. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of an obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms
15. Appointment of a successor or additional trustee, or the change of name of a trustee
16. Failure to provide annual financial information as required
17. Other material event notice (specify)

I hereby represent that I am authorized by the County or its agent to distribute this information publicly:

Signature: 
Name: 
Employer: 
Address: 
City, State, Zip Code: 
Voice Telephone Number: 

Please format the Event Notice attached to this cover sheet in 10 point type or larger. Contact the MSRB at (202) 223-9503 with questions regarding this form or the dissemination of this notice.
January 25, 2017

Richard Terrill, Director
Ingham County Facilities Department
121 E. Maple St.
P.O. Box 319
Mason, MI 48854

Re: Architect Services Agreement for Building Authority’s Community Mental Health Authority
Jolly Road Building Extension Project

Dear Mr. Terrill:

Enclosed are two copies of AIA Document B103-2007 Standard Form of Agreement Between Owner and Architect for a Large or Complex Project to be entered into between the Building Authority and Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C. (Architect). Under this Agreement, the Architect will be providing the Building Authority with the remaining architect services required for the conclusion of and completion of the Community Mental Health Authority, 812 E. Jolly Road Building Expansion Project (Project). The enclosed Agreement document is the same as the Agreement document the Architect’s Alan Goschka e-mailed to you and me on January 12, 2017. Also attached to each of the enclosed Agreement copies are an Amendment and Supplemental Conditions to the Standard Form of Agreement which has been prepared by this office.

Please review the attached Agreement and Amendment documents to ensure that they are satisfactory. You will also need to check with the Building Authority to determine if the necessary authorization for entry into the Agreement and Amendment documents has been obtained.

If the enclosed Agreement and Amendment and Supplemental Conditions are satisfactory, and when approved by the Building Authority, you may proceed to obtain the signatures necessary for their execution. When the Agreement and Amendment and Supplemental Conditions copies have been fully signed, please e-mail a copy thereof to my assistant Nicole Moles at nmoles@estmlaw.com for insertion into our electronic file.

If you have any questions with regards to the attached Agreement and Amendment and Supplemental Conditions, do not hesitate to contact me.

Very Truly Yours,

COHL, STOKER & TOSKEY, P.C.

[Signature]

Robert D. Townsend

RDT/nam
Enclosure
N:\Clinical\Ingham\Purchasing\Letters\Terri\arch svcs agg for CMH Addition Project.doc
Standard Form of Agreement Between Owner and Architect for a Large or Complex Project

AGREEMENT made as of the 1st day of January in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Ingham County Building Authority
PO Box 319
121 E. Maple St.
Mason, MI 48854

and the Architect:
(Name, legal status, address and other information)

Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C.
7050 W Saginaw Highway
Suite 200
Lansing, Michigan 48917

for the following Project:
(Name, location and detailed description)

Community Mental Health Authority
812 East Jolly Road Building Expansion Project

Professional services for construction administration for a 40,000 sq expansion of the existing CMHA facility.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
TABLE OF ARTICLES

<table>
<thead>
<tr>
<th>1</th>
<th>INITIAL INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>ARCHITECT'S RESPONSIBILITIES</td>
</tr>
<tr>
<td>3</td>
<td>SCOPE OF ARCHITECT'S BASIC SERVICES</td>
</tr>
<tr>
<td>4</td>
<td>ADDITIONAL SERVICES</td>
</tr>
<tr>
<td>5</td>
<td>OWNER'S RESPONSIBILITIES</td>
</tr>
<tr>
<td>6</td>
<td>COST OF THE WORK</td>
</tr>
<tr>
<td>7</td>
<td>COPYRIGHTS AND LICENSES</td>
</tr>
<tr>
<td>8</td>
<td>CLAIMS AND DISPUTES</td>
</tr>
<tr>
<td>9</td>
<td>TERMINATION OR SUSPENSION</td>
</tr>
<tr>
<td>10</td>
<td>MISCELLANEOUS PROVISIONS</td>
</tr>
<tr>
<td>11</td>
<td>COMPENSATION</td>
</tr>
<tr>
<td>12</td>
<td>SPECIAL TERMS AND CONDITIONS</td>
</tr>
<tr>
<td>13</td>
<td>SCOPE OF THE AGREEMENT</td>
</tr>
</tbody>
</table>

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(Identify documentation or state the manner in which the program will be developed.)

§ 1.1.1 The Owner's program for the Project:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

To Be Determined

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

| Construction administration services for a 40,000 sq ft addition to the south side of the existing CMHA facility located at 812 E Jolly Road in Lansing, Michigan |

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

NINE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($9,100,000.00) for total construction project, which includes the following:

| New Facility Construction | $8,400,000.00 |
| Other Owner Costs | $60,000.00 |
| Contingency | $640,000.00 |
§ 1.1.4 The Owner’s anticipated design and construction schedule:

.1 Design phase milestone dates, if any:
   not applicable

.2 Commencement of construction:
   April 1, 2017

.3 Substantial Completion date or milestone dates:
   May 1, 2018

.4 Other:
   not applicable

§ 1.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract or construction management.)

Construction Management

§ 1.1.6 The Owner’s requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

not applicable

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

not applicable

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address and other information.)

Richard Terrill, Director
Ingham County Facilities Department
121 E. Maple St.
Mason, MI 48854

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address and other information.)

Ingham County Building Authority
PO Box 319
Mason, Michigan 48854

§ 1.1.10 The Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

.1 Cost Consultant:
§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Alan Geschke, AIA
Bergmann Associates
7050 W Saginaw Highway
Suite 200
Lansing, Michigan 48917
517-272-9835

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Bergmann Associates
7050 W Saginaw Highway
Suite 200
Lansing, Michigan 48917

.2 Mechanical Engineer:

Bergmann Associates
7050 W Saginaw Highway
Suite 200
Lansing, Michigan 48917

.3 Electrical Engineer:

Bergmann Associates
7050 W Saginaw Highway
Suite 200
Lansing, Michigan 48917
Civil Engineer:
Bergmann Associates
7050 W Saginaw Highway
Suite 200
Lansing, Michigan 48917

§ 1.1.12.2 Consultants retained under Additional Services:
Not applicable

§ 1.1.13 Other Initial Information on which the Agreement is based:
Not applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect’s services and the Architect’s compensation.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES
§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

§ 2.5 AMENDED

§ 2.5.1 AMENDED

§ 2.5.2 AMENDED

§ 2.5.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.5.4 Workers’ Compensation at statutory limits and Employers Liability with a policy limit of not less than three million dollars ($3,000,000.00).

§ 2.5.5 Professional Liability covering the Architect’s negligent acts, errors and omissions in its performance of professional services with policy limits of not less than three million dollars ($3,000,000.00) per claim and in the aggregate.

§ 2.5.6 AMENDED
ARTICLE 3  SCOPE OF ARCHITECT'S BASIC SERVICES
§ 3.1 The Architect’s Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect’s services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 AMENDED

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Scheduling Consultant a schedule of the Architect’s services for inclusion in the Project schedule. The schedule of the Architect’s services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner’s review (2) for the performance of the Owner’s consultants, and (3) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 AMENDED

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner’s directive or substitution made without the Architect’s approval.

§ 3.1.7 AMENDED

§ 3.1.8 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES
§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect’s services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner’s approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner’s approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

Init.

AIA Document B103™ – 2007. Copyright © 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:48:20 on 01/12/2017 under Order No.00123031912_1 which expires on 07/29/2017, and is not for resale. User Notes:

(1178662364)
$§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner’s schedule and budget for the Cost of the Work.

§ 3.2.6 AMENDED

§ 3.2.7 AMENDED

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES
§ 3.3.1 Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.3, the Architect shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 AMENDED

§ 3.3.3 AMENDED

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES
§ 3.4.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 AMENDED

§ 3.4.5 AMENDED

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES
§ 3.5.1 GENERAL
AMENDED

§ 3.5.2 COMPETITIVE BIDDING
§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2
§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS
§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3 AMENDED
§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES
§ 3.6.1 GENERAL
§ 3.6.1.1 AMENDED

§ 3.6.1.2 AMENDED

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK
§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers, and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used any money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect’s professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional’s seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.
§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK
§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION
§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES
§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

<table>
<thead>
<tr>
<th>Services</th>
<th>Responsibility (Architect, Owner or Not Provided)</th>
<th>Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 4.1.1</td>
<td>Programming (B202TM-2009)</td>
<td>NP</td>
</tr>
<tr>
<td>§ 4.1.2</td>
<td>Multiple preliminary designs</td>
<td>NP</td>
</tr>
<tr>
<td>§ 4.1.3</td>
<td>Measured drawings</td>
<td>NP</td>
</tr>
<tr>
<td>§ 4.1.4</td>
<td>Existing facilities surveys</td>
<td>NP</td>
</tr>
<tr>
<td>§ 4.1.5</td>
<td>Site Evaluation and Planning (B203TM-2007)</td>
<td>NP</td>
</tr>
<tr>
<td>§ 4.1.6</td>
<td>Building Information Modeling (B202TM-2009)</td>
<td>NP</td>
</tr>
<tr>
<td>§ 4.1.7</td>
<td>Civil engineering</td>
<td>NP</td>
</tr>
<tr>
<td>§ 4.1.8</td>
<td>Landscape design</td>
<td>NP</td>
</tr>
<tr>
<td>§ 4.1.9</td>
<td>Architectural Interior Design (B252TM-2007)</td>
<td>NP</td>
</tr>
</tbody>
</table>
§ 4.1.10 Value Analysis (B204™ - 2007)  NP
§ 4.1.11 Detailed cost estimating  NP
§ 4.1.12 On-site Project Representation (B207™ - 2008)  Architect
§ 4.1.13 Conformed construction documents  NP
§ 4.1.14 As-Designed Record drawings  Architect
§ 4.1.15 As-Constructed Record drawings  Architect
§ 4.1.16 Post occupancy evaluation  NP
§ 4.1.17 Facility Support Services (B210™ - 2007)  NP
§ 4.1.18 Tenant-related services  NP
§ 4.1.19 Coordination of Owner's consultants  Architect
§ 4.1.20 Telecommunications/data design  NP
§ 4.1.21 Security Evaluation and Planning (B206™ - 2007)  NP
§ 4.1.22 Commissioning (B211™ - 2007)  Owner
§ 4.1.23 Extensive environmentally responsible design  NP
§ 4.1.24 LEED® Certification (B214™ - 2012)  NP
§ 4.1.25 Historic Preservation (B205™ - 2007)  NP
§ 4.1.26 Furniture, furnishings, and Equipment Design (B253™ - 2007)  NP

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

Not applicable

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

.2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;

.5 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction;

.11 Assistance to the Initial Decision Maker, if other than the Architect.
§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

1. Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
2. Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
3. Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
4. Evaluating an extensive number of Claims as the Initial Decision Maker;
5. Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
6. AMENDED

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

1. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
2. AMENDED
3. Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 AMENDED

ARTICLE 5 OWNERS' RESPONSIBILITIES
§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 AMENDED

§ 5.3 AMENDED

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as
applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning; deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.8 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsurface conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service.

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect’s consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect’s services.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect’s duties and responsibilities set forth in the Contract for Construction with the Architect’s services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors’ general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner’s budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner’s budget for the Cost of the Work represent the Architect’s judgment as a design professional.

§ 6.3 AMENDED

§ 6.4 AMENDED

§ 6.5
AMENDED

§ 8.0 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect to scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the Architect shall incorporate in such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 AMENDED

§ 7.3 AMENDED

§ 7.3.1 DELETED

§ 7.4 DELETED

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 AMENDED

§ 8.1.2 DELETED

§ 8.1.3 DELETED AND REPLACED

§ 8.1.4 DELETED AND REPLACED

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

AIA Document B103™ - 2007. Copyright © 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:48:20 on 01/12/2017 under Order No:0010667812_1 which expires on 07/20/2017, and is not for resale.

User Notes: (1173992294)
§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4
(Paragraphs deleted)
AMENDED

§ 8.3 DELETED AND REPLACED

(Paragraphs deleted)
§ 8.3.4 CONSOLIDATION OR JOINDER
§ 8.3.4.1 DELETED AND REPLACED

§ 8.3.4.2 DELETED AND REPLACED

§ 8.3.4.3 DELETED AND REPLACED

ARTICLE 9 TERMINATION OR SUSPENSION
§ 9.1 AMENDED

§ 9.2 AMENDED

§ 9.3 AMENDED

§ 9.4 AMENDED

§ 9.5 AMENDED

§ 9.6 AMENDED

§ 9.7 DELETED

§ 9.8 AMENDED

ARTICLE 10 MISCELLANEOUS PROVISIONS
§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute any such certificates that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.
§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 AMENDED

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

FIFTY ONE THOUSAND EIGHT HUNDRED DOLLARS ($51,800.00). In addition to the $51,800.00, the Architect shall be paid up to but not to exceed FIVE THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS ($5,560.00) which includes the cost for two (2) meetings, bid review, and responses to requests for information arising from re-bidding for Construction Manager Proposals.

§ 11.2 AMENDED

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not applicable

§ 11.3 AMENDED

(Insert amount of, or basis for, compensation.)

To be a negotiated agreement based upon the services provided.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as otherwise stated below:

To be a negotiated agreement based upon the services provided.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Amount</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design Phase</td>
<td>zero percent</td>
<td>0 %</td>
</tr>
<tr>
<td>Design Development Phase</td>
<td>zero percent</td>
<td>0 %</td>
</tr>
<tr>
<td>Construction Documents Phase</td>
<td>zero percent</td>
<td>0 %</td>
</tr>
<tr>
<td>Bidding or Negotiation Phase</td>
<td>zero percent</td>
<td>0 %</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>one hundred percent</td>
<td>100 %</td>
</tr>
</tbody>
</table>

Total Basic Compensation

(1178688234)
The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit B for hourly fee schedule.

<table>
<thead>
<tr>
<th>Employee or Category</th>
<th>Rate</th>
</tr>
</thead>
</table>

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 DELETED
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.7 DELETED
.8 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.9 DELETED
.10 All taxes levied on professional services and on reimbursable expenses;
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

AMENDED

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2

AMENDED

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in
the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 AMENDED

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
§ 12.1 AMENDED

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B103™–2007, Standard Form Agreement Between Owner and Architect

(Paragraph deleted)

.2 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.) Amendments and Supplemental Conditions to AIA Document B103-2007, Standard Form of Agreement Between Owner and Architect for Large or Complex Project.

Exhibit A - Bergmann Associates, Inc. request for proposal response package #210-1 dated July 7, 2015
Exhibit B - Bergmann Associates, Inc. Hourly Fee Schedule
Exhibit C - Ingham County Payment of Living Wage Policy
Exhibit D - Standards of Conduct for Ingham County Vendors
This Agreement entered into as of the day and year first written above.

OWNER: INGHAM COUNTY BUILDING AUTHORITY

(Signature) 
Peter Coth, Chairperson
(Printed name and title)

ARCHITECT: BERGMANN ASSOCIATES, ARCHITECTS, ENGINEERS, LANDSCAPE ARCHITECTS & SURVEYORS, D.P.C.

(Signature) 
Julie Coth, Vice President
(Printed name and title)

(Signature)
Timothy Dolanthy, Secretary

APPROVED AS TO FORM FOR INGHAM COUNTY BUILDING AUTHORITY

COHL, STOKER & TOSKEY, PC

(Signature)
Robert D. Townsend
(Printed name and title)
Additions and Deletions Report for
AIA® Document B103™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:48:20 on 01/12/2017.

PAGE 1

AGREEMENT made as of the 1st day of January in the year 2017...

Ingham County Building Authority
PO Box 319
121 E. Maple Str.
Mason, MI 48854

Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C.
7050 W Saginaw Highway
Suite 200
Lansing, Michigan 48917

Community Mental Health Authority
812 East Jolly Road Building Expansion Project

Professional services for construction administration for a 40,000 sq ft expansion of the existing CMHA facility.

PAGE 2

To Be Determined...

Construction administration services for a 40,000 sq ft addition to the south side of the existing CMHA facility located at 812 E. Jolly Road in Lansing, Michigan

NINE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($9,100,000.00) for total construction project, which includes the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Facility Construction</td>
<td>$8,400,000.00</td>
</tr>
<tr>
<td>Other Owner Costs</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>Contingency</td>
<td>$640,000.00</td>
</tr>
</tbody>
</table>
not applicable

... April 1, 2017

...

May 1, 2018

...

not applicable

...

Construction Management

...

not applicable

...

not applicable

...

Richard Terrell, Director
Ingham County Facilities Department
121 E. Maple St.
Mason, MI 48854

...

Ingham County Building Authority
PO Box 319
Mason, Michigan 48854

PAGE 4

not applicable

...

not applicable

...

not applicable

...

not applicable
Construction Manager: To Be Determined.

Alan Goschka, AIA
Bergmann Associates
7050 W Saginaw Highway
Suite 200
Lansing, Michigan 48917
517-277-9833

Bergmann Associates
7050 W Saginaw Highway
Suite 200
Lansing, Michigan 48917

Bergmann Associates
7050 W Saginaw Highway
Suite 200
Lansing, Michigan 48917

Civil Engineer:

Bergmann Associates
7050 W Saginaw Highway
Suite 200
Lansing, Michigan 48917

PAGE 5
Not applicable

Not applicable

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.5.1 Comprehensive General Liability, with policy limits of not less than $ (___) for each occurrence and in the aggregate for bodily injury and property damage.

Additions and Deletions Report for AIA Document B101™ – 2007, Copyright © 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

This document was produced by AIA software at 14:46:26 on 01/12/2017 under Order No. 20128187812_5 which expires on 07/28/2017, and is not for resale.

User Notes:  (1176658294)
§ 2.5.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than ($—) combined single limit and aggregate for bodily injury and property damage. AMENDED

...§ 2.5.4 Workers’ Compensation at statutory limits and Employers Liability with a policy limit of not less than three million dollars ($3,000,000.00).

§ 2.5.5 Professional Liability covering the Architect’s negligent acts, errors and omissions in its performance of professional services with policy limits of not less than three million dollars ($3,000,000.00) per claim and in the aggregate.

§ 2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. AMENDED

PAGE 6

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information. AMENDED

...§ 3.1.4 Upon the Owner’s reasonable request, the Architect shall submit information to the Scheduling Consultant and participate in developing and revising the Project schedule as it relates to the Architect’s services. AMENDED

...§ 3.1.7 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. AMENDED

PAGE 7

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents. AMENDED

§ 3.2.7 Upon receipt of the Cost Consultant’s estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner’s approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase. AMENDED

...§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Development Documents. AMENDED

§ 3.3.3 Upon receipt of the Cost Consultant’s estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner’s approval of the Design Development Documents. AMENDED

Additions and Deletions Report for AIA Document B103™ – 2007, Copyright © 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:46:20 on 9/15/2017 under Order No.0012697812_1 which expires on 07/28/2017, and is not for resale.

User Notes:
§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Construction Documents. AMENDED

§ 3.4.5 Upon receipt of the Cost Consultant’s estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner’s approval of the Construction Documents. AMENDED

... The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in: (1) obtaining either competitive bids or negotiated proposals; (2) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. AMENDED

... The Architect shall assist the Owner in obtaining proposals by

1. facilitating the reproduction of Proposal Documents for distribution to prospective contractors; and

2. participating in selection interviews with prospective contractors; and

3. participating in negotiations with prospective contractors. AMENDED

§ 3.5.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™—2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201—2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement. AMENDED

§ 3.5.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have the authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over, or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. AMENDED

PAGE 10

§ 4.1.1 Programming (B202™—2009) NP
§ 4.1.2 Multiple preliminary designs NP
§ 4.1.3 Measured drawings NP
§ 4.1.4 Existing facilities surveys NP
§ 4.1.5 Site Evaluation and Planning (B203™—2007) NP

Additions and Deletions Report for AIA Document B103™—2007. Copyright © 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:40:50 on 01/12/2017 under Order No. 00138617812_1 which expires on 07/28/2017, and is not for resale.

User Notes: (1178583294)
| § 4.1.6 | Building Information Modeling (E202™-2008) | NP |
| § 4.1.7 | Civil engineering | NP |
| § 4.1.8 | Landscape design | NP |
| § 4.1.9 | Architectural Interior Design (B252™-2007) | NP |
| § 4.1.10 | Value Analysis (B204™-2007) | NP |
| § 4.1.11 | Detailed cost estimating | NP |
| § 4.1.12 | On-site Project Representation (B207™-2008) | Architect |
| § 4.1.13 | Conformed construction documents | NP |
| § 4.1.14 | As-Designed Record drawings | Architect |
| § 4.1.15 | As-Constructed Record drawings | Architect |
| § 4.1.16 | Post occupancy evaluation | NP |
| § 4.1.17 | Facility Support Services (B210™-2007) | NP |
| § 4.1.18 | Tenant-related services | NP |
| § 4.1.19 | Coordination of Owner’s consultants | Architect |
| § 4.1.20 | Telecommunications/data design | NP |
| § 4.1.21 | Security Evaluation and Planning (B206™-2007) | NP |
| § 4.1.22 | Commissioning (B211™-2007) | Owner |
| § 4.1.23 | Extensive environmentally responsible design | NP |
| § 4.1.24 | LEED® Certification (B214™-2012) | NP |
| § 4.1.25 | Historic Preservation (B205™-2007) | NP |
| § 4.1.26 | Furniture, Furnishings, and Equipment Design (B253™-2007) | NP |

PAGE 11

Not applicable

PAGE 12

.6 To the extent the Architect’s Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier. AMENDED

...

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 (——) visits to the site by the Architect over the duration of the Project during construction. AMENDED

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within (——) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services. AMENDED

...

§ 5.2 The Owner shall furnish the services of a Scheduling Consultant that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds. AMENDED

Additions and Deletions Report for AIA Document B103™ – 2007. Copyright © 2007 by The American Institute of Architects. All rights reserved.

WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

This document was produced by AIA software at 14:48:20 on 01/12/2017 under Order No. B0139676812_1 which expires on 07/29/2017, and is not for resale.

User Notes: (1776695234)
§ 5.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality. AMENDED

PAGE 13

§ 6.3 The Owner shall require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications, or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Cost Consultant's estimates solely for the Architect's guidance in completion of its services; however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review. AMENDED

§ 6.4 If, prior to the completion of the Design Development Phase, the Cost Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's scope, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments. AMENDED

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall:
   1. give written approval of an increase in the budget for the Cost of the Work;
   2. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
   3. implement any other mutually acceptable alternative. AMENDED

PAGE 14

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. AMENDED

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. AMENDED

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such use. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. DELETED

Additions and Deletions Report for AIA Document B101™ – 2007. Copyright © 2007 by The American Institute of Architects. All rights reserved.

WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

This document was produced by AIA software at 14:46:20 on 01/12/2017 under Order No 0012807675_1 which expires on 07/28/2017, and is not for resale.

User Notes: (1179555294)
§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied
under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license
granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the
Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's
consultants. DELETED

...  

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or
otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the
method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in
any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect
waive all claims and causes of action not commenced in accordance with this Section 8.1.1. AMENDED

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against
each other and against the contractor, consultants, agents and employees of the other for damages, except such
rights as they may have to the proceeds of such insurance as set forth in AIA Document A201—2007, General
Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the
contractor, consultants, agents and employees of any of them similar waivers in favor of the other parties
enumerated herein. DELETED

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from
and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees
and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or
omissions of the Architect, its employees and its consultants in the performance of professional services under this
Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available
proceeds of insurance coverage. DELETED AND REPLACED

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question
arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential
damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. DELETED
AND REPLACED

PAGE 15

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2.3, the method of binding
dispute resolution shall be the following:

☐ Check the appropriate box: if the Owner and Architect do not select a method of binding dispute resolution below,
or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will
be resolved in a court of competent jurisdiction.

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other (Specify)

AMENDED

§ 8.3 ARBITRATION DELETED AND REPLACED

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any
claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by,
mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by
the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the
date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this
Agreement, and filed with the person or entity administering the arbitration.

Additions and Deletions Report for AIA Document A103™ - 2007, Copyright © 2007 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA®
Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
This document was produced by AIA software at 14:48:30 on 01/22/2017 under Order No.80128975812_1 which expires on 07/23/2017, and is not for resale.
User Notes: (1178659284)
§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration in which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.1 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration; provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.2 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3 whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered a substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving written notice.

§ 8.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause—AMENDED

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7—AMENDED

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect—DELETED

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9—AMENDED

PAGE 16

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information—AMENDED

... FIFTY ONE THOUSAND EIGHT HUNDRED DOLLARS ($51,800.00). In addition to the $51,800.00, the Architect shall be paid up to but not to exceed FIVE THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS ($5,560.00) which includes the cost for two (2) meetings, bid review, and responses to requests for information arising from re-bidding for Construction Manager Proposals.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows—AMENDED

... Not applicable

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows—AMENDED

... To be a negotiated agreement based upon the services provided.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as otherwise stated below:

To be a negotiated agreement based upon the services provided.

... Schematic Design Phase zero percent (0%) Design Development zero percent (0%) Phase Construction Documents zero percent (0%) Phase Bidding or Negotiation zero percent (0%) Phase

Additions and Deletions Report for AIA Document B103™—2007, Copyright © 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:48:30 on 01/13/2017 under Order No.9413637812_1 which expires on 07/28/2017, and is not for resale.

User Notes: (117869294)
Construction Phase one hundred percent (100%)

See Exhibit B for hourly fee schedule

... .2 Long-distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets [DELETED]

... .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner [DELETED]

... .8 Architect’s Consultant’s expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect’s consultants [DELETED]

... .10 Site-office expenses [DELETED]

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus zero percent (0%) of the expenses incurred.

... If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.5, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Architect’s Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

AMENDED

... § 11.10.1 An initial payment of zero ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid — ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon)

%—AMENDED

PAGE 18

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. AMENDED
§ 12.1 Special terms and conditions that modify this Agreement are as follows:

AMENDED

2. AIA Document B103-2007, Digital Data Protocol Exhibit, if completed, or the following:

3. Other documents:
   (List other documents, if any, including additional scopes of service forming part of the Agreement.)

Amendments and Supplemental Conditions to AIA Document B103-2007, Standard Form of Agreement Between Owner and Architect for Large or Complex Project

Exhibit A - Bergmann Associates, Inc. request for proposal response package #210-1 dated July 7, 2015
Exhibit B - Bergmann Associates, Inc. Hourly Fee Schedule
Exhibit C - Ingham County Payment of Living Wage Policy
Exhibit D - Standards of Conduct for Ingham County Vendors

This Agreement entered into as of the day and year first written above.

OWNER: INGHAM COUNTY BUILDING AUTHORITY

(Signature)
Peter Cobl, Chairperson
(Printed name and title)

(Signature)
Timothy Dolchany, Secretary

OWNER

(Signature)

(Printed name and title)

ARCHITECT: BERGMANN ASSOCIATES, ARCHITECTS, ENGINEERS, LANDSCAPE ARCHITECTS & SURVEYORS, P.C.

(Signature)
Jeff Lepp, Vice President

(Please sign)

(Printed name and title)

ARCHITECT

(Signature)

(Printed name and title)

APPROVED AS TO FORM FOR INGHAM COUNTY BUILDING AUTHORITY

COHL, STOKER & TOSKEY, PC

(Signature)
Robert D. Townsend
(Printed name and title)
AMENDMENTS AND SUPPLEMENTAL CONDITIONS

TO

STANDARD FORM OF AGREEMENT

BETWEEN

OWNER AND ARCHITECT

FOR A LARGE OR COMPLEX PROJECT

AIA DOCUMENT B103™-2007

INCORPORATION

This instrument shall serve as amendments and supplemental conditions to the attached STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT for a Large or Complex Project, AIA Document B103™-2007 (hereinafter referred to as the "Agreement") made and entered into between the INGHAM COUNTY BUILDING AUTHORITY, Ingham County Courthouse, Mason, MI 48854 (hereinafter referred to as the "Owner") and BERGMANN ASSOCIATES, ARCHITECTS, ENGINEERS, LANDSCAPE ARCHITECTS & SURVEYORS, D.P.C. with offices at 7050 W. Saginaw Highway, Suite 200, Lansing, MI 48917 (hereinafter referred to as the "Architect") to provide professional services for construction administration for a 40,000 square foot expansion of the existing Clinton-Eaton-Ingham Community Mental Health Authority Facility at 812 East Jolly Road, Lansing, Michigan (hereinafter referred to as the "Project"). The Owner intends to retain the services of a Construction Manager, whose identity is yet to be determined, in the role and with the responsibilities commonly associated with a “Construction Manager” (hereinafter referred to as the “Construction Manager”). All references in the Agreement to the term “Contractor” shall, for the purposes of this Agreement, be defined and construed as referring to the Construction Manager.

The amendments and supplemental conditions set forth below in this instrument are incorporated by reference into the Agreement and made a part thereof. Where any article of the Agreement or any section thereof is modified or deleted by these amendments and supplementary conditions, the unaltered provisions of that article or section shall remain in effect.

1. **ARTICLE 2 ARCHITECT’S RESPONSIBILITIES**, Section 2.2, shall be amended by adding Section 2.2.1 to read as follows:

   “§2.2.1 The Architect, after completion of the Project’s Phase I shall provide its services in conjunction with the services of a Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.”

2. **ARTICLE 2 ARCHITECT’S RESPONSIBILITIES**, Section 2.5, shall be amended to read as follows:

   “§2.5 The Architect and its subcontractors shall maintain the following insurance for the duration of this Agreement. All insurance coverages shall be with insurance companies licensed and admitted to do business in the State of
Michigan and who are acceptable to the Owner and have a AM Best Company’s (www.ambest.com) Insurance Reports rating of either A+ (Superior), or A or A- (Excellent)."

3. **ARTICLE 2 ARCHITECT’S RESPONSIBILITIES**, Section 2.5.1, shall be amended to read as follows:

   "§2.5.1 Comprehensive General Liability with policy limits of not less than THREE MILLION AND NO/100 DOLLARS ($3,000,000.00) for each occurrence and in the aggregate for personal injury, bodily injury and property damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapsc, and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate."

4. **ARTICLE 2 ARCHITECT’S RESPONSIBILITIES**, Section 2.5.2, shall be amended to read as follows:

   "§2.5.2 Automobile Liability, including Michigan No-Fault Coverage, covering owned and rented vehicles operated by the Architect with policy limits of not less than THREE MILLION AND NO/100 DOLLARS ($3,000,000.00) combined single limit and aggregate for bodily injury and property damage."

5. **ARTICLE 2 ARCHITECT’S RESPONSIBILITIES**, Section 2.5.5.1 shall be added to the Agreement to read as follows:

   "§2.5.5.1 Architect’s Professional Liability Insurance may be in either a Occurrence or Per Claims Made Form. If the insurance is in a Claims Made Form, the Architect shall either keep the insurance policy in force, or purchase “tail” coverage, for a minimum of three (3) years after termination of this Agreement."

6. **ARTICLE 2 ARCHITECT’S RESPONSIBILITIES**, Section 2.5.6, shall be amended to read as follows:

   "§2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5. The certificates shall show the County of Ingham, and all Ingham County’s elected and appointed officials, employees, volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers thereof have been added as Additional Insureds on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. It is expressly understood and agreed that these insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be
primary, contributing or excess.”

7. **ARTICLE 2 ARCHITECT’S RESPONSIBILITIES**, Sections 2.5.7 and 2.5.8 shall be added to the Agreement to read as follows:

“§2.5.7 All insurances required in this Section 2.5 shall include an endorsement stating the following: “It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Purchasing Department, P.O. Box 319, Mason, MI 48854.” If insurers refuse to provide this endorsement the Architect shall be responsible for providing the required notice.

“§2.5.8 If any of the Architect’s insurance coverages required in this Section 2.5 expire during the term of this Agreement, the Architect shall deliver renewal certificates and/or policies to the Owner at least ten (10) days prior to the expiration date.”

8. **ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES**, Section 3.1.2, shall be amended to read as follows:

“§3.1.2 The Architect shall coordinate its services with those services provided by the Owner, Construction Manager and the Owner’s consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, Construction Manager and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.”

9. **ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES**, Section 3.1.4, shall be amended to read as follows:

“§3.1.4 Upon the Owner’s reasonable request, the Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect’s services.”

10. **ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES**, Section 3.1.7, shall be amended to read as follows:

“§3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.”
11. **ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES**, Sections 3.2.6 and 3.2.7, shall be amended to read as follows:

“§3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents. In order to provide guidance and direction with regard to preparation of a construction cost estimate prepared by the Construction Manager.”

“§3.2.7 Upon receipt of the Construction Manager’s estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner’s approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.”

12. **ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES**, Section 3.3.2, shall be amended to read as follows:

“§3.3.2 Prior to conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Owner and Construction Manager to review the Design Development Documents.”

13. **ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES**, Sections 3.3.3, shall be amended to read as follows:

“§3.3.3 Upon receipt of the Construction Manager’s estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner’s approval of the Design Development Documents.”

14. **ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES**, Section 3.4.4, shall be amended to read as follows:

“§3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and Construction Manager. The Architect shall meet with the Owner and Construction Manager to review the Construction Documents.”

15. **ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES**, Section 3.4.5, shall be amended to read as follows:

“§3.4.5 Upon receipt of the Construction Manager’s estimate at the conclusion of
the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner’s approval of the Construction Documents.”

16. **ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES**, Section 3.5.1, **GENERAL**, shall be amended to read as follows:

“§3.5.1 GENERAL
The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) review of contracts for Construction Manager services.”

17. **ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES**, Section 3.5.2.2, shall be amended to read as follows:

“§3.5.2.2 The Architect shall assist the Owner in bidding the Project by

1. facilitating the reproduction of Bidding Documents for distribution to prospective bidders,

2. participating in a pre-bid conference for prospective bidders, and

3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.”

18. **ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES**, Section 3.5.3.2, shall be amended to read as follows:

“§3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

1. facilitating the reproduction of Proposal Documents for distribution to prospective contractors;

2. participating in selection interviews with prospective contractors; and

3. participating in negotiations with prospective contractors.”

19. **ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES**, Section 3.6.1.1, shall be amended to read as follows:

“§3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner’s and the Architect’s representatives sign the amendments to the AIA
20. **ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES**, Section 3.6.1.2, shall be amended to read as follows:

“§3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager’s, or a subcontractor of the Construction Manager, failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, and those of Architect consultants and subcontractors, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager or a subcontractor of the Construction Manager or of any other persons or entities performing portions of the Work. The Architect shall, however, be responsible for notifying the Owner of the events set forth in Sections 3.6.1.2.1 through 3.6.1.2.3 which the Architect knows or should have known from the performance of its responsibilities under this Agreement. Sections 3.6.1.2.1 through 3.6.1.2.3 are as follows:

.1 Defects and/or errors in construction means, methods, techniques, sequences or procedures in connection with the Work or the Contractor’s schedule.

.2 Failure of the Construction Manager or subcontractors to carry out the Work in accordance with the Contract Documents.

.3 Acts or omissions of the Construction Manager, subcontractors, or their agents or employees which are contrary to the requirements of the Contract Documents, federal, State or local laws, ordinances, rules or regulations that may result in liability to the Owner.”

21. **ARTICLE 4 ADDITIONAL SERVICES**, Section 4.3.2.6, shall be amended to read as follows:

“§4.3.2.6 To the extent the Architect’s Basic Services are affected, providing Construction Phase Services 60 days after the date of Substantial Completion of the Work set forth in the Project Schedule mutually agreed upon by Owner, Architect and Construction Manager when the work performed by all the construction trades subcontractors has been completed.”

22. **ARTICLE 4 ADDITIONAL SERVICES**, Section 4.3.3.2, shall be amended to read as follows:
2. The Architect shall conduct visits to the job site to inspect the progress and quality of the work at intervals appropriate to the stage of construction and to attend monthly construction meetings conducted by the Construction Manager.”

23. ARTICLE 4 ADDITIONAL SERVICES, Section 4.3.4, shall be amended to read as follows:

“§4.3.4 If the services covered by this Agreement have not been completed within sixty (60) days after the date of Substantial Completion of the Work set in the Project Schedule mutually agreed upon by the Owner, Architect and Construction Manager when all Subcontracts for the Work have been awarded and entered into through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.”

24. ARTICLE 5 OWNER’S RESPONSIBILITIES, Section 5.2, shall be amended to read as follows:

“§5.2 The Construction Manager retained by the Owner shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.”

25. ARTICLE 5 OWNER’S RESPONSIBILITIES, Section 5.3, shall be amended to read as follows:

“§5.3 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner’s other costs; and, (3) reasonable contingencies related to all of these costs. The Owner and Construction Manager shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project’s scope and quality.”

26. ARTICLE 6 COST OF THE WORK, Sections 6.3 and 6.4, shall be amended to read as follows:

“§6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the
Drawings, Specifications or other documents required due to the Construction Manager’s inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager’s estimates solely for the Architect’s guidance in completing its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.’’

§6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager’s estimate of the Cost of the Work exceeds the Owner’s budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project’s size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.’’

27. ARTICLE 6 COST OF THE WORK, Section 6.5, shall be amended to read as follows:

“§6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner’s budget for the Cost of the Work, the Owner shall do one (1) of the following:

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 in consultation with the Architect, revise the Project program, scope or quality as required to reduce the Cost of the Work; or
.3 implement any other mutually acceptable alternative.

28. ARTICLE 7 COPYRIGHTS AND LICENSES, Section 7.2, is deleted and replaced with the following:

“§7.2 The Owner acknowledges that the Architect’s and the Architect’s consultant’s Drawings, Specifications, and other documents prepared and/or pertaining to the Project are Instruments of Service. Nevertheless, the Instruments of Service prepared under this Agreement shall become the property of the Owner upon completion of Architect’s work under this Agreement and payment in full of all monies due to the Architect.”

29. ARTICLE 7 COPYRIGHTS AND LICENSES, Section 7.3, shall be amended to read as follows:

“§7.3 The Owner shall have sole and exclusive right, title and ownership to any and all plans, evaluations, drawings, records, documents, papers, reports, charts, maps, graphics, manuscripts or electronic data prepared for or pertaining to the services to be performed and products to be produced under this Agreement. Upon completion or termination of this Agreement, all such materials along with any materials the Owner has supplied to the Architect shall be turned over to the
Owner by the Architect. The Architect may retain reproducible copies of all such materials."

30. **ARTICLE 7 COPYRIGHTS AND LICENSES**, Section 7.3.1 and Section 7.4, shall be deleted in their entirety.

31. **ARTICLE 8 CLAIMS AND DISPUTES**, Section 8.1.1, shall be amended to read as follows:

"§8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the time period authorized by the State of Michigan's Statute of Limitations, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1."

32. **ARTICLE 8 CLAIMS AND DISPUTES**, Section 8.1.2, shall be deleted from the Agreement in its entirety.

33. **ARTICLE 8 CLAIMS AND DISPUTES**, Section 8.1.3 and 8.1.4, shall be deleted from the Agreement in their entirety and replaced with the following:

"§8.1.3 The Architect shall, at its own expense, protect, indemnify and hold harmless the Owner, County of Ingham, Ingham County's elected and appointed officers, employees and agents, from all claims, damages, costs, lawsuits and expenses that they may incur as a result of any violations of federal or State of Michigan laws, rules or regulations, intentional torts, or negligent acts or omissions of the Architect or the Architect's consultants or any employees or agents of the Architect or the Architect's consultants which may arise out of this Agreement.


§8.1.5 The Architect's indemnification responsibilities under Section 8.1.3 shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the Owner, County of Ingham, Ingham County's elected and appointed officers, employees or agents by the insurance coverage obtained and/or maintained by the Architect or any of the Architect's consultants, pursuant to the requirements of this Agreement."

34. **ARTICLE 8 CLAIMS AND DISPUTES**, Section 8.2.4, shall be amended to read as follows:
“§8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the methods of dispute resolution shall be as set forth in Section 8.3.”

35. ARTICLE 8 CLAIMS AND DISPUTES, Section 8.3, ARBITRATION, and Section 8.3.4 CONSOLIDATION OR JOINER, shall be deleted from the Agreement in their entirety and replaced with the following:

“§8.3 FINAL RESOLUTION OF DISPUTES
§8.3.1 If the Owner and Architect are unable to resolve a dispute in mediation, either party may seek in a court of competent jurisdiction any remedies available in law and/or in equity to resolve the dispute.
§8.3.2 This Agreement and all disputes shall be subject to and construed in accordance with the laws of the State of Michigan.
§8.3.3 The bringing of any legal or equitable action under this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to a federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
§8.3.4 The Owner and the Architect may, if they mutually agree in writing signed by their authorized representatives, submit a particular Claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof that they specify in said agreement to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect or such other rules of arbitration in which they may mutually agree. The venue for such arbitration shall be in Ingham County, Michigan.
§8.3.5 If the Owner and Architect mutually agree to settle a Claim, dispute or other matter in question between them by arbitration, the award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
§8.3.6 It is expressly understood and agreed that any agreement to submit a particular Claim, dispute or matter to arbitration shall apply only to that particular Claim, dispute or matter and shall not be binding upon any other Claims, disputes or matters which may arise between the Owner and Architect.”

36. ARTICLE 9 TERMINATION OR SUSPENSION, Sections 9.1, 9.2, 9.3, 9.4 and 9.5, shall be amended to read as follows:

“§9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement and such failure is not due to unsatisfactory performance of the Architect’s duties under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give fourteen (14) days
written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension of the services. Before resuming services, the Architect shall be paid all sums due prior to suspension. The Project’s time schedule shall be equitably adjusted.

§9.2 If after the commencement of the Project’s Construction Administration Phase the Owner suspends the Project for reasons other than unsatisfactory performance of the Architect’s duties under this Agreement, the Architect shall be compensated for services performed prior to the notice of such termination. When the Project is resumed, the Project’s time schedule shall be equitably adjusted.

§9.3 If after the commencement of the Project’s Construction Administration Phase the Owner suspends the Project for more than 90 consecutive calendar days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days’ written notice.

§9.4 In the event of termination of this Agreement by either party, the Owner shall, within thirty (30) calendar days of termination, pay the Architect for all services rendered and all reimbursable costs incurred by the Architect up to the date of termination, in accordance with the payment provisions of this Agreement. The Owner may terminate this Agreement for the Owner’s convenience and without cause upon giving the Architect not less than seven (7) calendar days written notice.

§9.5 Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

§9.5.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.

§9.5.2 Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.

§9.5.3 Suspension of the Project or the Architect’s services after the commencement of the Project’s Phase 2 by the Owner for more than one hundred fifty (150) calendar days, consecutive or in the aggregate.

9.5.4 Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes."

37. **ARTICLE 9 TERMINATION OR SUSPENSION**, Section 9.6, shall be amended to read as follows:

"§9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due."
38. **ARTICLE 9 TERMINATION OR SUSPENSION**, Section 9.7, shall be deleted from the Agreement in its entirety.

39. **ARTICLE 9 TERMINATION OR SUSPENSION**, Section 9.8, shall be amended to read as follows:

“§9.8 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.”

40. **ARTICLE 10 MISCELLANEOUS PROVISIONS**, Section 10.8, shall be amended to read as follows:

“§10.8 If the Architect or Owner receives information specifically designated by the other party as “confidential” or “business proprietary** the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees; (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project; (3) its consultants and contractors whose contracts include similar restrictions on the use of the confidential material; or (4) where disclosure is required by law or a court order.”

41. **ARTICLE 11 COMPENSATION**, Section 11.1.1, shall be added to read as follows:

“§11.1.1 The sum stated in Section 11.1 represents the total combined sum to be paid for Basic Services during the Project’s Phase II: Construction and Phase III: Completion and Closeout which are set forth in the attached Exhibit A. It is expressly understood and agreed that the Owner shall not be billed and shall not pay the costs of Phase I: Planning and Design. The costs for Phase I shall be resolved between the Architect and Clinton-Eaton-Ingham Community Mental Health Authority.”

42. **ARTICLE 11 COMPENSATION**, Sections 11.2 and 11.3, shall be amended to read as follows:

“§11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as mutually agreed upon in writing by the Owner and Architect before the performance of the Additional Services. It is expressly understood and agreed that the hourly rates on which the Architect may base the cost of its services shall not exceed those set forth in Exhibit B - Hourly Fee Schedule.

§11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as mutually agreed upon in writing by the Owner and Architect prior to the performance of the Additional Services. It is expressly understood and agreed
that the hourly rates on which the Architect may base its cost for Additional Services shall not exceed those set forth in Exhibit B - Hourly Fee Schedule.”

43. **ARTICLE 11 COMPENSATION**, Sections 11.8.1.2, 11.8.1.6, 11.8.1.8 and 11.8.1.10, shall be deleted from the Agreement in their entirety.

44. **ARTICLE 11 COMPENSATION**, Section 11.9, **COMPENSATION FOR USE OF ARCHITECT’S INSTRUMENTS OF SERVICE**, shall be amended to read as follows:

“§11.9 COMPENSATION FOR USE OF ARCHITECT’S INSTRUMENTS OF SERVICE
If the Owner terminates the Architect for its convenience under Section 9.5 or the Architect terminates this Agreement under Section 9.3, and the Owner pays the Architect all sums due and owing on the effective date of termination, the Owner shall obtain full title and right to use the Architect’s Instruments of Service as set forth in Section 7.2.”

45. **ARTICLE 11 COMPENSATION**, Section 11.10.2, shall be amended to read as follows:

“§11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable thirty (30) days after the Owner’s receipt of the Architect’s invoice. There shall be no interest charged or paid on past due amounts.”

46. **ARTICLE 11 COMPENSATION**, Section 11.10.4, shall be amended to read as follows:

“§11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be kept in accordance with generally accepted accounting practices (GAAP) and shall be maintained for a period of not less than three (3) years after the termination of this Agreement or the completion of the Project. The Owner, authorized representatives of the Owner, or an independent contractor whose services have been retained by the Owner for auditing services, shall have access to such records for examination and audit purposes, at mutually agreeable times, but no later than seven (7) calendar days after Owner has notified the Architect of its need to examine and/or audit such records.”

47. **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**, Section 12.1, shall be amended to read as follows:

“§12.1 The Owner and the Architect acknowledge that changes to the Work subsequent to the award of all construction contracts may be required due to
unforeseen conditions, Owner requests, omissions, ambiguities or inconsistencies in the Architect’s Instruments of Service. The Owner agrees to have in place a contingency fund incorporated in the Project Budget to be used to pay for any such incremental increases. It is expressly understood and agreed that this section shall not relieve the Architect or the Architect’s consultants from liability to Owner for increased costs incurred by the Owner due to the Architect’s or Architect’s consultant’s negligent acts or omissions.”

48. **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**, Section 12.2, shall be added to read as follows:

“§12.2 ACKNOWLEDGMENT. The Architect is skilled in the design of facilities covered by the Project and shall prepare, to the best of its abilities, the Plans and Specifications in accordance with the applicable codes and standards in existence at the time of the design. Notwithstanding any clauses to the contrary contained herein, the Owner does hereby acknowledge that the Architect will to the best of Architect’s abilities; design the work in accordance with the applicable laws, codes and regulations; and will assist the Owner in submitting the design to the authorities having jurisdiction for approval. The Owner further acknowledges that the Architect cannot guarantee that authorities having jurisdiction will not make differing or additional interpretations before, during or after construction is complete which may occasion changes, additional work and costs which the Architect cannot anticipate.”

49. **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**, Sections 12.3 NONDISCRIMINATION, 12.4 COMPLIANCE WITH THE LAW, 12.5 MEETINGS, 12.6 INDEPENDENT CONTRACTOR, 12.7 PAYMENT OF LIVING WAGE, 12.8 STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS, 12.9 WAIVERS, 12.10 AMENDMENTS, 12.11 PURPOSE OF TITLES, 12.12 INVALID/UNEFFECTABLE PROVISIONS and 12.13 CERTIFICATION shall be added to the Agreement to read as follows:

“§12.3 NONDISCRIMINATION

§12.3.1 The Architect, as required by law, and/or the Equal Opportunity Employment and Non-Discrimination Policy of Ingham County, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability that is unrelated to an individual’s ability to perform the duties of a particular job or position, height, weight, marital status, age or political affiliation.

§12.3.2 The Architect shall adhere to all applicable federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

§12.3.3 Breach of this Section 12.3 shall be regarded as a material breach of this Agreement.

§12.4 COMPLIANCE WITH THE LAW
§12.4.1 The Architect, the Architect’s consultants and subcontractors shall render the services to be provided pursuant to this Agreement in compliance with all applicable federal, State of Michigan and local laws, ordinances, codes, rules and regulations.

§12.5 MEETINGS
§12.5.1 The Architect’s authorized representative shall meet as often as necessary with the Owner, Ingham County Board of Commissioners and/or their representatives to discuss matters regarding the services to be provided by the Architect under this Agreement.

§12.6 INDEPENDENT CONTRACTOR
§12.6.1 It is expressly understood and agreed that the Architect is an independent contractor. The employees, consultants, agents and subcontractors of the Architect shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the Owner and shall not be entitled to any fringe benefits of the Owner, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity.
§12.6.2. The Architect shall be responsible for paying all salaries, wages and other compensation which may be due its employees, consultants, agents or subcontractors who are performing services under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper federal, State and local governments.

§12.7 PAYMENT OF LIVING WAGE
§12.7.1 The Architect shall comply with the County of Ingham’s policy on payment of living wages as set forth in the Ingham County Board of Commissioners’ Resolution No. 03-168, a copy of which is attached and incorporated into this Agreement, labeled Exhibit C. In the event that the
Architect or its subcontractor(s) violates the Living Wage Policy, the Owner reserves the right to terminate this Agreement with the Architect and disbar the Architect from future County of Ingham contracts.
§12.7.2 Breach of the Ingham County Living Wage Policy shall be a material breach of this Agreement.

§12.8 STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS
§12.8.1 The Architect shall comply with Ingham County’s Standards of Conduct for Ingham County Vendors as set forth in the Ingham County Board of Commissioners’ Resolution No. 15-459, a copy of which is attached to this Agreement labeled Exhibit D.

§12.9 WAIVERS
§12.9.1 No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

§12.10 AMENDMENTS
§12.10.1 Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

§12.11 PURPOSE OF TITLES
§12.11.1 The titles of the articles and sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

§12.12 INVALID/UNENFORCEABLE PROVISIONS
§12.12.1 If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement.
§12.12.2 Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

§12.13 CERTIFICATION
§12.13.1 The people signing this Agreement and Amendments and Supplemental Conditions to this Agreement on behalf of the Owner and Architect hereby certify by their signatures that they are duly authorized to sign said Contract Documents on behalf of the party they represent and that said Contract Documents have been authorized by said party.”
50. ARTICLE 13 SCOPE OF THE AGREEMENT, Section 13.2.2, shall be amended to read as follows:


THE AUTHORIZED REPRESENTATIVES OF THE OWNER AND ARCHITECT HAVE FULLY EXECUTED THESE AMENDMENTS AND SUPPLEMENTAL CONDITIONS TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT FOR A LARGE OR COMPLEX PROJECT, AIA DOCUMENT B103™-2007 ENTERED INTO BETWEEN THEM FOR THE CLINTON-EATON-INGHAM COMMUNITY MENTAL HEALTH AUTHORITY FACILITY EXPANSION PROJECT.

OWNER: INGHAM COUNTY BUILDING AUTHORITY

By: ___________________________  ___________________________
    Peter A. Cohl, Chairperson  Date

By: ___________________________  ___________________________
    Timothy J. Dolehanty, Secretary  Date

ARCHITECT: BERGMANN ASSOCIATES ARCHITECTS, ENGINEERS, LANDSCAPE ARCHITECTS & SURVEYORS, D.P.C.

By: ___________________________  2/4/17  Date
    Name: JEFF LEDY  (Signature)
    Title: VICE PRESIDENT  (Print or Type)

APPROVED AS TO FORM FOR INGHAM BUILDING AUTHORITY COIL, STOKER & TOSKEY, P.C.

By: ___________________________
    Robert D. Townsend

N:\Chet\Ingham\Building\Agreements\CEI-CMH Bldg Additions\RDT Apr14Amend & Supp Conditions to AIA Doc 3103-2007 w Bergmann Assoc.rtf
hg\Bldg Addx 919-001

17
Total Cost Proposal: Two Hundred Sixty Three Thousand Six Hundred ($263,600.00)

Phase I: Planning and Design
Services Include: Programming
Development of Master Space Plan
Schematic Design Documents –

$211,800.00
Meetings with departmental staff
Departmental space needs
Site layout
Foundation plan
Floor plans
Roof plan
Reflected ceiling plans
Elevations
Building section
Structural system layouts
Mechanical and Plumbing system narrative
Electrical system narrative

Project Construction Cost Estimate
Project Team Meetings
CMH Board of Director Meetings
Design Development Documents
Site Topographical Survey
Soil Borings
Construction Documents

Refinement of Schematic Design Documents
Civil plans (site plan and grading plan)
Structural plans (foundation and framing)
Architectural plans (plans, elevations and details)
Mechanical plans (plans and equipment schedules)
Electrical Plans (plans and equipment schedules)
Specifications (civil, architectural, mechanical and electrical)
Distribute plans and specifications

Phase II: Construction
Services Include: Permitting
Construction Administration

$44,000.00
Submit documents to the City of Lansing
Construction meetings
Site visits
Payment application approval
RFI responses
Bulletins as required
Phase III: Completion and Closeout
Services include: As-Builts

$7,800.00
Coordination of field drawings
Issue a complete set of drawings
EXHIBIT B

FEE SCHEDULE
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>HOURLY BILLING RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$155.00</td>
</tr>
<tr>
<td>Senior Architect/Engineer</td>
<td>$135.00</td>
</tr>
<tr>
<td>Project Architect/Engineer</td>
<td>$105.00</td>
</tr>
<tr>
<td>Designer</td>
<td>$90.00</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>$80.00</td>
</tr>
<tr>
<td>Project Technician</td>
<td>$70.00</td>
</tr>
<tr>
<td>Staff Technician</td>
<td>$60.00</td>
</tr>
<tr>
<td>Construction Inspector</td>
<td>$70.00</td>
</tr>
<tr>
<td>Engineering Aide</td>
<td>$50.00</td>
</tr>
<tr>
<td>Administrative</td>
<td>$50.00</td>
</tr>
</tbody>
</table>
EXHIBIT C

INGHAM COUNTY’S
PAYMENT OF LIVING WAGE POLICY
ADOPTED - JUNE 24, 2003
Agenda Item No. 7

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION ESTABLISHING A POLICY TO REQUIRE THE PAYMENT OF A LIVING WAGE

RESOLUTION #03-168

WHEREAS, the Ingham County Board of Commissioners desires to increase the quality and reliability of services procured for Ingham County or provided Ingham County inhabitants by promoting higher productivity and retention of employees working for Ingham County on Ingham County contracts; and

WHEREAS, the Ingham County Board of Commissioners desires to use Ingham County spending and procurement of services to require covered employers who provide services to Ingham County to pay their employees a "Living Wage" sufficient to meet their employees' basic subsistence needs; and

WHEREAS, the Ingham County Board of Commissioners desires to raise the income of low-income working people and their families employed by covered employers on Ingham County contracts; and

WHEREAS, the Ingham County Board of Commissioners desires to use Ingham County spending to encourage the development of jobs paying wages above the poverty level; and

WHEREAS, the Ingham County Board of Commissioners, under this policy, does not intend to establish any generally applicable County minimum wage, or regulate the wages paid by any business or individual that chooses not to provide services covered by this policy to the County; and

WHEREAS, the Ingham County Board of Commissioners desires to provide incentives for covered employers to provide health insurance to their employees; and

WHEREAS, the economic research summarized in the Economic Policy Institute's August 2000 issue guide, "Higher Wages Lead to More Efficient Service Provision," indicates that payment of higher wages is associated with greater business investment in employee training, higher productivity, and lower employee turnover; and

WHEREAS, the Ingham County Board of Commissioners references the Michigan League for Human Services October 1996 report, "Economic Self-Sufficiency: A Michigan Benchmark," that a family of three required at that time, on average $2,724 a month to pay for housing, food, child care, health care, transportation, clothing, household supplies, a telephone, and taxes, and this was at the time equivalent to an hourly wage of $15.83 for households with a single worker and $7.92 for households with two workers; and

WHEREAS, while the 2002 United States Department of Health and Human Services federal poverty guideline was $18,100 a year for a four-person family income near the poverty level is not a desirable standard of living sufficient to meet the subsistence needs of a family in Ingham County and its surrounding communities.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby requires that each contractor pay its employees providing services under the contract wages which are greater than or equal to a living wage, and meets other conditions, as defined in this policy.

BE IT FURTHER RESOLVED, that this policy applies to any individual, proprietorship, partnership, corporation, trust, association or other entity that is a contractor, defined as follows:

   i. A "contractor" is a party to a contract with Ingham County primarily for the furnishing of services (as opposed to purchasing or leasing of goods or property), where the total expenditure for such contract exceeds $50,000 in a twelve-month period and employs five or more employees, or where the total value of contracts that the contractor has in effect on the effective date of the contract with Ingham County exceeds $50,000 and where the contractor employs five (5) or more employees. It does not include contractors who pay Ingham...
County a commission for the right to offer their services in county facilities or in conjunction with county events;

ii. A "subcontractor" is a party to a contract with a contractor providing services to Ingham County who is required to pay a "living wage" under the terms of this policy; whose contract with the contractor is for the purpose of furnishing services to Ingham County under the terms of the contractor’s contract with Ingham County; where the subcontractor employs five or more employees and where the total value of the subcontractor’s contract for that purpose exceeds $25,000.

BE IT FURTHER RESOLVED, that the living wage requirement of this policy shall apply with respect to any employee of a contractor or subcontractor who is employed either part time or full time providing services directly under the contract.

BE IT FURTHER RESOLVED, that for the purposes of this policy, the following terms and phrases are defined as follows:

A. "Contract" means an agreement to perform services, including the subcontracting of services. Contracts for the purchase of goods and contracts to lease or purchase property are excluded.

B. "Employer" means a person who engages employees to provide labor in exchange for payment of wages or salary.

C. "Federal poverty line" means the official poverty line defined by the Office of Management and Budget based on Bureau of Census data for a family of four (4), as adjusted to reflect the percentage change in the Consumer Price Index for all urban consumers.

D. "Health care benefits" means the right granted to an employee under a contract, certificate or policy of insurance to have payment made by a health care insurer or health care corporation for specified medical or health care services for the employee and dependents.

E. "Living wage" means an hourly wage rate which is equivalent to 125% of the federal poverty line on an annual basis when calculated based on forty (40) hours per week, fifty (50) weeks per year; provided however, that costs paid by the employer for an employee’s health care benefits may be counted toward up to one-fifth (1/5) of the hourly rate payable to the employee.

F. "Person" includes individuals, proprietorships, partnerships, corporations, trusts, associations, joint ventures, and other legal entities, either incorporated or unincorporated, whether operating or named, and whether acting by themselves or by a servant, agent or fiduciary, and includes all legal representatives, heirs, successors and assigns thereof.

G. "Public entity" means the State of Michigan including all agencies thereof, any public body corporate within the state, including all agencies thereof, or any non-incorporated public body within the state of whatever nature, including all agencies thereof.

BE IT FURTHER RESOLVED, that the County Controller shall annually adjust the living wage as provided herein to incorporate changes in the federal poverty level. The Controller shall notify the Board of Commissioners of any change in the amount of the living wage, and shall notify each contractor of such changes and such contractors shall, no later than 30 days after notification, adjust the hourly rates of affected employees as necessary to comply with this policy.

BE IT FURTHER RESOLVED, that the County Controller shall include an explanation of the requirements of this policy in all requests for proposals that may be covered by this policy.

BE IT FURTHER RESOLVED, that each contract covered by this policy shall require compliance with this policy. Each such contract shall provide that a violation of this policy shall be considered a material breach of the contract and Ingham County shall have the right to terminate the contract and disbar the contractor from future Ingham County contracts as provided below.

BE IT FURTHER RESOLVED, that every contractor shall post in a conspicuous place on all job sites subject to this policy a copy of the living wage rate required under this policy. The contractor shall keep accurate records of the names and actual wages and benefits paid to each employee providing services under the contract and subcontract and provide Ingham County with such records within five (5) business days, if requested by the County.


11/22/2016
BE IT FURTHER RESOLVED, that each contract shall provide that contractors who are found to be in violation of this provision shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. The contract shall also provide that contractors shall be required to also pay Ingham County $100 per affected employee for each day the violation occurs beginning with the third day after the contractor receives notification of the violation. The County may withhold from payments to the contractor such amounts as are necessary to effectuate the payments or penalties provided in this paragraph.

BE IT FURTHER RESOLVED, that a contractor who is found to be in violation of this provision and is subsequently required to pay the $100.00 penalty provided above for more than three (3) incidents within a two (2) year period shall be barred from bidding on or entering into any contracts with the County for a period of ten (10) years from the date of the last violation. An incident for purposes of this paragraph is defined as a failure to pay the living wage rate in a payroll period, a payday or numerous paydays, regardless of the number of employees affected by each incident.

BE IT FURTHER RESOLVED, that anyone with knowledge of a violation of this policy may file a complaint with the County Controller, who shall have thirty (30) days to investigate and remedy the complaint. If the complaint is not resolved to the complainant’s satisfaction within the thirty (30) day period, the complainant or his representative may bring forward his/her complaint to the County Services Committee of the Ingham County Board of Commissioners. The Committee shall forward its recommendation on the matter to the Board of Commissioners for final resolution.

BE IT FURTHER RESOLVED, a contractor or subcontractor found to have retaliated in violation of federal or state law against an employee for filing a claim of non-payment of a wage rate shall be ineligible to bid on any contract involving the County for a period of (five) 5 years from the date of such finding.

BE IT FURTHER RESOLVED, that the following exemptions from this policy apply:

A. Public entities are exempt from compliance with this policy.

B. Entities with 501(c)(3) status with who have nine (9) or fewer employees are exempt from compliance with this policy.

C. Employees who are working under the terms of a collective bargaining agreement are exempt from compliance with this agreement.

D. Exempt employees working on projects where federal, state or local law, or Ingham County policy requires payment of a prevailing wage are exempt from compliance with this policy.

E. The following programs are exempt if developed specifically for high school and/or college students by Ingham County or one of its contractors:
   1. A bona fide training program;
   2. A summer or youth employment program;
   3. A work study, volunteer/public service, or internship program;

F. Co-op employees employed as part of a high school or college co-op program which is part of the employee’s educational curricula.

G. Programs which operate to train people with disabilities and which are designated as community rehabilitation programs, work activity centers and/or sheltered workshops.

H. Temporary or seasonal employees hired by a contractor. For purposes of this policy, temporary and/or seasonal employees are defined as employees hired to augment the regular workforce and are hired for three (3) months or less in the case of a temporary employee or nine (9) months or less in the case of a seasonal employee.

BE IT FURTHER RESOLVED, that a contractor may request a waiver of the provisions of this policy if they believe that the application of the policy to the contractor would violate federal, state, or local laws. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

BE IT FURTHER RESOLVED, that a non-profit human services agency may request a waiver of the provisions of this policy if they believe that the application of the policy would cause economic harm to the agency in a fashion that would
result in the harm created by application of the policy outweighing the benefits of applying this policy. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

BE IT FURTHER RESOLVED, that this policy shall apply to any contract entered into or renewed after the effective date of this policy.

BE IT FURTHER RESOLVED, that entering an agreement for extension of a contract for a period beyond its original term shall be considered entering a contract for purposes of this policy.

BE IT FURTHER RESOLVED, that this policy shall go into effect ninety (90) days after adoption by the Ingham County Board of Commissioners.

BE IT FURTHER RESOLVED, that it is the intent of the Ingham County Board of Commissioners that the requirement for payment of a living wage as defined in this policy will apply to employees of Ingham County.

COUNTY SERVICES: Yeas: Celentino, Holman, De Leon, Schor
Nays: Severino, Novin Absent: None Approved 6/17/03

FINANCE: Yeas: Swope, Dedden, Hertel, Thomas
Nays: Grebner, Minter Absent: None Approved 6/18/03
EXHIBIT D

STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS
Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS

RESOLUTION # 15 - 459

WHEREAS, the Ingham County Board of Commissioners ("Board") purchases goods and services from a multitude of vendors and contractors; and

WHEREAS, the Board is committed to ensuring impartiality, transparency, professionalism, equal treatment, and the highest standards of conduct with respect to its relationships with all current and potential County vendors; and

WHEREAS, the Board expects that, as a condition for doing business with the County, all vendors, contractors, and subcontractors conduct their business operations and interactions with County employees ethically; and

WHEREAS, the Board has determined that a clear and concise approach is needed to ensure compliance with appropriate standards of conduct.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby adopts the attached Standards of Conduct for Ingham County Vendors.

BE IT FURTHER RESOLVED, a copy of said Standards of Conduct for Ingham County Vendors shall be incorporated into the County’s vendor registration process so that vendors are fully informed as to the County’s expectations regarding vendor conduct.

BE IT FURTHER RESOLVED, the Purchasing Department shall include in all solicitations and purchase orders, and legal counsel shall include in all contracts, language requiring compliance with the provisions of the Standards of Conduct for Ingham County Vendors.

BE IT FURTHER RESOLVED, that any County vendor found to violate the Standards of Conduct for Ingham County Vendors shall be notified and offered an opportunity to respond. If a violation is found, the Board of Commissioners may preclude further business with that vendor for up to one year or longer.

BE IT FURTHER RESOLVED, that upon effective passage of this resolution, the Board directs the Purchasing Department to issue to all County departments and offices and legal counsel a copy of this resolution.

COUNTY SERVICES: Yeas: Celentino, Koenig, Crenshaw, Banas, Bahar-Cook, Hope, Maiville
Nays: None Absent: None Approved 12/01/15
Standards of Conduct for Ingham County Vendors

The County of Ingham conducts business with businesses, vendors and contractors under a set of rules to ensure that all County officials and employees discharge their duties in a manner designed to promote public trust and confidence in our County. The County wants you to be aware of the rules that you and its employees are required to follow. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by providing these rules for you, your experience in dealing with the County will be both rewarding and satisfactory.

Providing Gifts or Gratuities:
Providing gifts or gratuities to employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Do not offer employees any gifts or loans.
- Employees may not receive any fee or compensation for their services from any source other than the County, so do not offer them.
- Buying meals for employees is only permissible during a working lunch or dinner where business is discussed and you are a current contractor (no alcohol). Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors recognizing exceptional service by County employees are always welcome.

Conflicts of Interest:

- Do not ask employees for any special favor or consideration that is not available to every other citizen.
- Do not ask employees to disclose any information that is not available to every other citizen through normal public information channels unless necessary for the business you are hired for.
- Do not offer to compensate employees by offering to hire, or to do business with any business entity of the employees or their immediate family members.
- Do not ask employees to represent you or your company other than as part of their official duties with the County.
- Do not ask employees to endorse the products or services of your company.
- Do not ask employees to hand out or post advertising materials.

Vendor shall report if the following occurs:

Solicitation by County Employees:
Employees may not solicit gifts, loans, or any other items of value from people doing County business that will be used by them personally.

- If you are asked to pay a fee for services that you believe are improper or illegal, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200. Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the County.
Use of County Equipment, Facilities and Resources:
Use of County equipment, facilities and resources is authorized only for County purposes.
- Do not ask employees to use County equipment to run errands or perform tasks for your benefit.

Your Rights and Expectations:
When dealing with employees of the County you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Ingham and our goal is to serve them to the best of our ability. Should you have any concerns or questions concerning this information or the conduct of any of our employees, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200.
### EVALUATION FOR REQUEST FOR PROPOSAL

**Packet Number:** 11-17: Construction Manager Services for CMH Authority Building Addition.

**Bid Opening Cost Summary:**

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>LOCAL PREF</th>
<th>BONDS</th>
<th>ALT. Snow Melt (+)</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSM Group</td>
<td>NO, KALAMAZOO</td>
<td>YES</td>
<td>$98,208.00</td>
<td>$9125,000.00</td>
</tr>
<tr>
<td>Clark Construction Co.</td>
<td>YES, LANSING</td>
<td>YES</td>
<td>$80,760.00</td>
<td>$9048,000.00</td>
</tr>
</tbody>
</table>

### EVALUATION

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Local</th>
<th>Submitted Forms &amp; Addendums &amp; Bonds</th>
<th>Adheres to Instructions</th>
<th>Experience &amp; Performance</th>
<th>Qualifications</th>
<th>Cost</th>
<th>Criteria</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSM Group</td>
<td>No, Kalamazoo</td>
<td>Yes</td>
<td>4</td>
<td>3</td>
<td>4</td>
<td>3</td>
<td>3.3</td>
<td></td>
</tr>
<tr>
<td>Clark Construction Co.</td>
<td>Yes, Lansing</td>
<td>Yes</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

5% - The proposer adheres to the instructions in this RFP on preparing and submitting the proposal.
25% - The proposer’s expertise regarding past experience and performance on comparable engagements.
25% - The qualifications of the proposer’s professional personnel to be assigned to the engagement and the quality of the proposer’s management support personnel.
45% - Cost of the proposal.
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
|   | **Comments:**
|   | In evaluating proposals from both company's, it primarily came down to cost. I found both to be experienced and qualified for a project this size and scope. We all agree on Clark as our recommendation for this project. |
Pre-Proposal Meeting: February 14, 2017 at 2:00 P.M., EST  
Location: Conf Rm A, Human Services Bldg., 5303 S Cedar St., Lansing MI 48911

RFP: 11-17  
Description: Construction Manager Services for the Community Mental Health Authority Building Addition

SIGN IN- PLEASE PRINT- THANK YOU.

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>ATTENDEE</th>
<th>EMAIL</th>
<th>ADDRESS</th>
<th>PHONE NUMBER</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>E. Gilbert and Sons Inc.</td>
<td>Tom Daniel</td>
<td><a href="mailto:tom@egilbertandsons.com">tom@egilbertandsons.com</a></td>
<td>45817 Mound Rd., Lilac MI 48317</td>
<td>586-731-7450</td>
<td>ABSENT</td>
</tr>
<tr>
<td>Clark Construction</td>
<td>Ryan Baar</td>
<td><a href="mailto:rbaar@clarkcc.com">rbaar@clarkcc.com</a></td>
<td>1053 Moores River, Lansing MI 48911</td>
<td>517-281-4676</td>
<td>PRESENT</td>
</tr>
<tr>
<td>DeMaria</td>
<td>Aaron Tassell</td>
<td><a href="mailto:aaront@demariabuild.com">aaront@demariabuild.com</a></td>
<td>4550 Grand River Ave., Neva MI 48374</td>
<td>248-596-2291</td>
<td>ABSENT</td>
</tr>
<tr>
<td>Rockford Construction</td>
<td>Dan Bohler</td>
<td><a href="mailto:dbehler@rockfordconstruction.com">dbehler@rockfordconstruction.com</a></td>
<td>01 First St., NW, Grand Rapids MI 49004</td>
<td>616-285-6933</td>
<td>PRESENT</td>
</tr>
<tr>
<td>CPM Construction Inc.</td>
<td>Justin Hensel</td>
<td><a href="mailto:jhensel@cpmconstruct.com">jhensel@cpmconstruct.com</a></td>
<td></td>
<td>269-983-2555</td>
<td>ABSENT</td>
</tr>
<tr>
<td>Wieland</td>
<td>Gunnar VanDeberg, Blake Simon</td>
<td><a href="mailto:gunnar@vielandbuilds.com">gunnar@vielandbuilds.com</a>; <a href="mailto:bsimon@vielandbuilds.com">bsimon@vielandbuilds.com</a></td>
<td>4102 English Oak Dr., Lansing MI 48911</td>
<td>517-346-9619</td>
<td>PRESENT</td>
</tr>
<tr>
<td>Triangle Construction</td>
<td>Rob Conley</td>
<td><a href="mailto:robc@triangle-inc.com">robc@triangle-inc.com</a></td>
<td>769 3 Mile Rd., NW, Grand Rapids MI 49534</td>
<td>616-453-3950</td>
<td>PRESENT</td>
</tr>
<tr>
<td>Granger Construction Co.</td>
<td>Dave McAlvey</td>
<td><a href="mailto:hyyoung@grangerconstruction.com">hyyoung@grangerconstruction.com</a></td>
<td>6277 Averill Rd., Lansing MI 48911</td>
<td>517-887-4144</td>
<td>PRESENT</td>
</tr>
<tr>
<td>The SKILLMAN Corporation</td>
<td>Mike Kenney</td>
<td><a href="mailto:mkenney@skillman.com">mkenney@skillman.com</a></td>
<td>6121 Meridian Rd., Ste 101, Kalamazoo MI 49004</td>
<td>269-350-5757</td>
<td>PRESENT</td>
</tr>
<tr>
<td>John E. Green Company</td>
<td>Jeff Daigle</td>
<td><a href="mailto:jeffdaigle@johnegreen.com">jeffdaigle@johnegreen.com</a></td>
<td>140 W. Lake Lansing Rd., East Lansing MI 48823</td>
<td>517-244-4013</td>
<td>PRESENT</td>
</tr>
<tr>
<td>John E. Green Company</td>
<td>Gregg Alchin</td>
<td><a href="mailto:jeffdaigle@johnegreen.com">jeffdaigle@johnegreen.com</a></td>
<td>140 W. Lake Lansing Rd., East Lansing MI 48823</td>
<td>517-244-4013</td>
<td>PRESENT</td>
</tr>
<tr>
<td>Buist Electric</td>
<td>Clint Tol</td>
<td><a href="mailto:cto@buistelelectric.com">cto@buistelelectric.com</a></td>
<td>8502 Byron Center Ave. SW, Byron Center MI 49335</td>
<td>616-875-3315</td>
<td>ABSENT</td>
</tr>
<tr>
<td>COMPANY NAME</td>
<td>ATTENDEE</td>
<td>EMAIL</td>
<td>ADDRESS</td>
<td>PHONE NUMBER</td>
<td>SIGNATURE</td>
</tr>
<tr>
<td>-------------</td>
<td>------------</td>
<td>------------------------------</td>
<td>----------------------------------------</td>
<td>--------------</td>
<td>-----------</td>
</tr>
<tr>
<td>CSM GROUP</td>
<td>Brian Beaver</td>
<td><a href="mailto:brian.beaver@csmgroun.com">brian.beaver@csmgroun.com</a></td>
<td>444 W. MICHIGAN AVE., STE 100, KALA</td>
<td>517-202-</td>
<td>PRESENT</td>
</tr>
<tr>
<td>GUNTHORPE</td>
<td>JOHN LAMKE</td>
<td><a href="mailto:JOHN@GUNTHORPEPLUMBING.COM">JOHN@GUNTHORPEPLUMBING.COM</a></td>
<td>4055 HUNSAKER DR., E LANSING MI</td>
<td>517-333-26660</td>
<td>PRESENT</td>
</tr>
<tr>
<td>COMPANY NAME</td>
<td>ATTENDEE</td>
<td>SIGNATURE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>-------------------------------</td>
<td>-----------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOBBS &amp; BLACK ARCHITECTS</td>
<td>NICK SCARPONE</td>
<td>Present</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GOLDBERG GROUP ARCHITECTS</td>
<td>TERRY BLANCHARD</td>
<td>Present</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JW DESIGN</td>
<td>DANIEL DEREMER</td>
<td>Present</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FMD ARCHITECTS</td>
<td>TRACY CANTRELL</td>
<td>Present</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H2A ARCHITECTS</td>
<td>JACKIE HOIST AIA</td>
<td>Present</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHMP INC</td>
<td>CARROLL STRANGE</td>
<td>Present</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WILLIAM A KIBBE &amp; ASSOCIATES</td>
<td>CHRISTOPHER MILLER</td>
<td>Present</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MATRIX CONSULTING ENGINEERS INC.</td>
<td>NEAL SPITZLEY</td>
<td>Present</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TERA ARCHITECTS</td>
<td>ARUNAS RUMSA, Trace Vole</td>
<td>Present</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SME</td>
<td>MEGAN JACOBS</td>
<td>Present</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STRAUB PETTITT YASTE ARCH.</td>
<td>STUART PETTITT</td>
<td>Present</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DESIGN FORUM</td>
<td>NEALE BAUMAN</td>
<td>Present</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LSG ENGINEERS &amp; SURVEYORS</td>
<td>MICHELLE SHUMAKER</td>
<td>Present</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EHRESMAN ASSOC.</td>
<td>ELIZABETH BYE</td>
<td>Present</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ARCHITECTS INC/AKA AUGER KLEIN ALLER ARCHITECTS</td>
<td>BRAD KLEIN</td>
<td>Present</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Evaluation for Request for Proposal

**Packet Number:** 3-17  
**Description:** Architectural and Engineering Services for a New Animal Control Shelter

#### Bid Opening Cost Summary

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Local Pref</th>
<th>Add</th>
<th>Base Cost</th>
<th>Reimbursable Expense</th>
<th>Wetland Evaluation</th>
<th>Total Costs</th>
<th>Number of Meetings</th>
<th>Construction Costs if Submitting Less Than $60 in the RFP</th>
</tr>
</thead>
<tbody>
<tr>
<td>PMD Architects</td>
<td>No, Fairbanks, OH</td>
<td>YES</td>
<td>$658,000.00</td>
<td>$12,000.00</td>
<td>$5,000.00</td>
<td>$675,000.00</td>
<td>None Listed</td>
<td>Assumed following RFP at $60.5 MILLION</td>
</tr>
<tr>
<td>Hobbs &amp; Black Architects</td>
<td>Yes, Lake Orion</td>
<td>YES</td>
<td>Conventional: $307,342.00</td>
<td>$12,000.00</td>
<td>$5,000.00</td>
<td>$324,342.00</td>
<td>20</td>
<td>Assumed following RFP at $60.5 MILLION</td>
</tr>
<tr>
<td>Arka Architects Inc.</td>
<td>No, St. Joseph, MI</td>
<td>YES</td>
<td>$430,000.00</td>
<td>$12,000.00</td>
<td>$5,000.00</td>
<td>$457,000.00</td>
<td>14</td>
<td>$5 MILLION</td>
</tr>
<tr>
<td>The Design Forum (Keebs)</td>
<td>Yes, Haslett, MI</td>
<td>YES</td>
<td>$520,000.00</td>
<td>$18,725.00</td>
<td>$2,000.00</td>
<td>$540,725.00</td>
<td>7</td>
<td>$5 MILLION</td>
</tr>
<tr>
<td>Goldberg Group Architects</td>
<td>No, Troy, MI</td>
<td>YES</td>
<td>$740,000.00</td>
<td>$25,450.00</td>
<td>$4,500.00</td>
<td>$770,450.00</td>
<td>25</td>
<td>Assumed following RFP at $60.5 MILLION</td>
</tr>
<tr>
<td>Shreiman Assoc. Inc.</td>
<td>No, Troy, MI</td>
<td>YES</td>
<td>$280,000.00</td>
<td>$25,450.00</td>
<td></td>
<td>$305,450.00</td>
<td>35</td>
<td>$5 MILLION</td>
</tr>
</tbody>
</table>

#### Scale

1 = Poor  | 2 = Fair  | 3 = Good  | 4 = Very Good  | 5 = Excellent

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Local</th>
<th>Submitted forms &amp; Addendums</th>
<th>Adheres to Instructions</th>
<th>Experience &amp; Performance</th>
<th>Qualifications</th>
<th>Cost</th>
<th>Interview</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>PMD Architects</td>
<td>No</td>
<td>Yes</td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>1</td>
<td>0</td>
<td>2.3</td>
</tr>
<tr>
<td>Hobbs &amp; Black Architects</td>
<td>Yes</td>
<td>Yes</td>
<td>1</td>
<td>4</td>
<td>3</td>
<td>4</td>
<td>0</td>
<td>3.8</td>
</tr>
<tr>
<td>Arka Architects Inc.</td>
<td>No</td>
<td>Yes</td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>2.25</td>
</tr>
<tr>
<td>The Design Forum (Keebs)</td>
<td>Yes</td>
<td>Yes</td>
<td>3</td>
<td>4</td>
<td>3</td>
<td>4</td>
<td>0</td>
<td>3.35</td>
</tr>
<tr>
<td>Goldberg Group Architects</td>
<td>No</td>
<td>Yes</td>
<td>3</td>
<td>3</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>3.1</td>
</tr>
<tr>
<td>Shreiman Assoc. Inc.</td>
<td>No</td>
<td>Yes</td>
<td>3</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>0</td>
<td>2.85</td>
</tr>
</tbody>
</table>

5% - The proposal adheres to the instructions in the RFP on preparing and submitting the proposal.
15% - The proposal's experience regarding past experience and performance in comparable engagements.
50% - The qualifications of the proposal's professional personnel to be assigned to the engagement and the quality of the proposal's management support personnel.
40% - Cost of the proposal.
10% - Interview.

#### Comments:

In reviewing all proposals 2 A&E firms stand out the most based on the evaluation criteria.  
After completing the interviews we found Hobbs & Black to have the most experience with project similar in size and scope and has assembled a very strong team for this project.
Pre-Proposal Meeting: JANUARY 30, 2017 @ 10 AM
Location: Paul Cole Conference Room of the Sheriff's Office, 630 N. Cedar St., Mason, MI 48854

RFP: 4-17
Description: Construction Manager Services for a New Animal Control Shelter

SIGN IN- PLEASE PRINT- THANK YOU.

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>ATTENDEE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Triangle Associates</td>
<td>Jim Conner; Rob Conley</td>
<td>Present</td>
</tr>
<tr>
<td>Stephen Auger &amp; Associates Architects Inc. (AKA)</td>
<td>Brad M. Kelin</td>
<td>Present</td>
</tr>
<tr>
<td>E. Gilbert and Sons Inc.</td>
<td>Tom Daniel</td>
<td>Absent</td>
</tr>
<tr>
<td>Granger</td>
<td>Steve Farsakian</td>
<td>Present</td>
</tr>
<tr>
<td>The Skillman Corporation</td>
<td>Mike Kenney</td>
<td>Present</td>
</tr>
<tr>
<td>Laux Construction LLC</td>
<td>Brian Stiebe</td>
<td>Present</td>
</tr>
<tr>
<td>Moore Trosper Construction Co.</td>
<td>David Wright</td>
<td>Present</td>
</tr>
<tr>
<td>Centennial Electric</td>
<td>Brian Dobson</td>
<td>Present</td>
</tr>
<tr>
<td>Tooles Contracting</td>
<td>Adrian Rendon</td>
<td>Present</td>
</tr>
<tr>
<td>CD Barnes</td>
<td>Kirt Ojala</td>
<td>Present</td>
</tr>
<tr>
<td>Clark Construction</td>
<td>Chad Thelen</td>
<td>Present</td>
</tr>
<tr>
<td>Pearson Construction</td>
<td>Trace Volpe</td>
<td>Present</td>
</tr>
<tr>
<td>R.W. Mercer</td>
<td>Rob Harris</td>
<td>Present</td>
</tr>
</tbody>
</table>
# Evaluation for Request for Proposal

**Packet Number:** 4-17  
**Description:** Construction Management Services for a New Animal Control Shelter

## Bid Opening Cost Summary

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Local Pref</th>
<th>Bonds</th>
<th>PART I Preconstruction Phase</th>
<th>PART II Construction Phase</th>
<th>Total CM Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Triangle Associates</td>
<td>NO, GRAND RAPIDS, MI</td>
<td>YES</td>
<td>$20,000.00</td>
<td>$372,300.00</td>
<td>$392,300.00</td>
</tr>
<tr>
<td>The Skillman Corporation</td>
<td>NO, KALAMAZOO, MI</td>
<td>YES</td>
<td>$56,000.00</td>
<td>$458,320.00</td>
<td>$514,320.00</td>
</tr>
<tr>
<td>Granger</td>
<td>YES, LANSING, MI</td>
<td>YES</td>
<td>$48,897.00</td>
<td>$426,243.00</td>
<td>$475,140.00</td>
</tr>
<tr>
<td>Moore Trosper Construction Co.</td>
<td>YES, HOLT, MI</td>
<td>YES</td>
<td>$15,000.00</td>
<td>267941.00*</td>
<td>282,941.00*</td>
</tr>
<tr>
<td>Laux Construction LLC</td>
<td>YES, HOLT, MI</td>
<td>YES</td>
<td>$31,670.00</td>
<td>$660,620.00</td>
<td>$692,290.00</td>
</tr>
<tr>
<td>CLARK Construction</td>
<td>YES, LANSING, MI</td>
<td>NO - BID NOT ACCEPTED</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*reflects increase in bonding costs
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Local</th>
<th>Submitted Forms &amp; Addendums</th>
<th>Adheres to Instructions</th>
<th>Experience &amp; Performance</th>
<th>Qualifications</th>
<th>Cost</th>
<th>Interview</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Triangle Associates</td>
<td>No</td>
<td>Yes</td>
<td>3</td>
<td>3</td>
<td>4</td>
<td>3</td>
<td>3</td>
<td>3.25</td>
</tr>
<tr>
<td>The Skillman Corporation</td>
<td>No</td>
<td>Yes</td>
<td>2</td>
<td>2</td>
<td>3</td>
<td>2</td>
<td>0</td>
<td>2.15</td>
</tr>
<tr>
<td>Granger</td>
<td>Yes</td>
<td>Yes</td>
<td>3</td>
<td>4</td>
<td>4</td>
<td>3</td>
<td>4</td>
<td>3.55</td>
</tr>
<tr>
<td>Moore Trosper Construction Co.</td>
<td>Yes</td>
<td>Yes</td>
<td>3</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>2</td>
<td>3.1</td>
</tr>
<tr>
<td>Laux Construction LLC</td>
<td>Yes</td>
<td>Yes</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
5% - The proposer **adheres to the instructions** in this RFP on preparing and submitting the proposal.

25% - The proposer’s expertise regarding past **experience and performance** on comparable engagements.

25% - The qualifications of the proposer’s professional personnel to be assigned to the engagement and the quality of the proposer’s management support personnel.

40% - Cost of the proposal.

10% - Interview

**Comments:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Of the top 3 evaluations Moores Brosper has the least experience.</td>
</tr>
<tr>
<td></td>
<td>After the interviews were completed I found that Granger who is a local contractor to be the most qualified and experienced of the three CM's and provide the most compelling reasons for the County to hire them based on their internal resources and experience with complex projects.</td>
</tr>
</tbody>
</table>