

Place & Main Advisors, LLC

3675 Whimbrel Way
East Lansing, MI 48823

SOW for Agreement to Perform Real Estate Consulting Services to the City of Gladstone

Date	Services Performed By:	Services Performed For:
April 25, 2018	Place & Main Advisors, LLC 3675 Whimbrel Way East Lansing, MI 48823	City of Gladstone 1100 Delta Avenue Gladstone, MI 49837

This Statement of Work (SOW) is issued pursuant to the Consultant Services Master Agreement between City of Gladstone ("Client") and Place & Main Advisors, LLC ("Contractor"), effective April 25, 2018 (the "Agreement"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This SOW, effective as of April 25, 2018, is entered by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services shall commence on April 25, 2018, and shall continue through November 30, 2018 and may be renewed, extended, or modified at any time by mutual agreement of both parties.

Engagement Resources

Place and Main Advisors, LLC will partner with HobNob Communications of Gladstone, MI to provide public relations and communications services for this contract. Key staff for this contract are as follows:

- Joe Borgstrom, Principal, Place & Main Advisors, LLC
- Kirsten Borgstrom, Principal, Place & Main Advisors, LLC
- Joanna Wilbee-Amis, President, HobNob Communications

No other Subcontractors will be used without prior written permission of the City of Gladstone.

Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

Market Analysis

Understanding the market potential for commercial, office, and residential will be critical in efforts to attract developers and businesses to this opportunity. This component will address market potential in these areas and look to quantify the potential in terms of square feet, which will be important in looking at the overall footprint and individual projects.

Base Marketing Materials

To effectively promote the site(s), a simple one to two-page marketing flier, in addition to a more detailed, multi-page brochure will need to be created. These materials will detail the existing condition of the property, including key utilities, any known brownfield conditions and communicate the community's vision for it going forward.

Proactive Public Relations/Communications

It will be critical to the success of the project to have a public relations strategy to inform the public and potential developers of efforts being undertaken by the City and DDA. Furthermore, ongoing communications will be required as a project moves from RFQ to the pre-development and development phases.

Request for Qualifications (RFQ) Development & Marketing

To solicit potential developers, it is recommended the community develop a detailed Request for Qualifications (RFQ) and related marketing materials to encompass the items above and expand and customize on an as-needed basis. This service includes the drafting of a RFQ, proactive marketing of the document to local, regional, statewide, and national level developers through various databases and direct marketing via one-on-one meetings.

Deliverable Materials

The Contractor will deliver final digital copies and one printed copy of all products to the Client, except press releases and media alerts. All end products will be the property of the Client. Additional printed copies of needed materials will be provided by the Contractor for appropriate meetings with potential developers. The Contractor may use the end products for marketing purposes. Parties wishing to have additional printed versions of any of the products provided may do so at their own cost and are not provided for under this agreement.

Contractor Responsibilities

The Contractor will also work collaboratively with the Client to develop appropriate marketing materials, press releases, and media alerts. No end products will be released to the public by the Contractor without prior approval by the Client. The Contractor shall also work with the Client to include appropriate staff, when available, in discussions with potential real estate developers. The Contractor shall make best faith efforts to proactively market the North Shore property in the best light possible.

Client Responsibilities

The Client shall make best faith efforts to collaboratively work with the Contractor to provide necessary staffing and logistical support for Contractor visits to the city to conduct the contracted services. The Client shall provide meeting space for the Contractor to conduct focus groups and other related meetings during said visits if requested. The Client shall provide for a dedicated page on the city's website for the project and shall update said website with approved content from the Contractor in a timely manner. The Client will also provide response on proposed press releases, media alerts, and other recommended communications within one business day.

Fee Schedule

This engagement will be conducted on a project basis for a fee not to exceed **\$25,000.00**. Payment shall be made in three installments. One third (\$8,333.00) upon execution of this contract, one third (\$8,333.00) on or about July 16, 2018, and the final third (\$8,334.00) at completion (no later than November 30, 2018.)

Upon completion of this Performance Period, the Contractor and Client will have the option to renew this agreement to provide for additional services if desired/needed.

Invoice Procedures / Out-of-Pocket Expenses

Invoices shall be sent to the Project Manager:

Bill To Address	Client Project Manager
1100 Delta Avenue Gladstone, MI 49837	Renee Barron, Community Development Director

The Client will have 30 days from receipt of the Contractor's invoice to process and transmit payment. For every 30 calendar days payment is delayed, a 5% penalty, compounding monthly, will be assessed. The Contractor is responsible for all out-of-pocket expenses related to this Statement of Work. All fees in the Fee Schedule are considered all-inclusive for expenses relating to the delivery of services, including travel.

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials listed in the Section entitled "Deliverable Materials," and Client accepts such activities and materials without unreasonable objections.
- No response from Client within 5-business days of deliverables being delivered by Contractor is deemed acceptance.

Assumptions

As with all projects, the potential for unintentional errors and miscommunication exist. Both parties acknowledge these possibilities and will work in good faith to correct said errors or miscommunication in a direct, forthright, and expeditious manner to the satisfaction of all parties involved.

Termination of Contract

Either party may terminate this contract with or without cause with 30 day written notice. In such an event, work will be ceased immediately, and Client agrees to pay the greater of the pro-rated portion of the contract or most recent project payment.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

City of Gladstone

Place & Main Advisors, LLC



By: _____
Name: Darcy Long
Title: City Manager
Date: 4-26-2018

By: _____
Name: Joseph B. Borgstrom
Title: Principal
Date: _____