



December 1, 2015

Ms. Lisa Abbey  
Assistant Superintendent of Business Services  
Livonia Public Schools  
15125 Farmington Road  
Livonia, MI 48154

RE: Proposal for Building Utilization Assessment and Prioritization of Bond Projects

Dear Lisa,

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

PMC agrees on behalf of itself and each of its employees that no such person or entity shall represent the products or services of any architect, engineer, property owner, landlord, contractor or any related vendor.

## **ENGAGEMENT**

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It is our understanding that this engagement generally will involve a Pupil Enrollment Projection Study and Building Utilization Assessment for Livonia Public Schools (LPS) to be completed in two separate phases. The deliverable will be an Enrollment Projection Report projecting student enrollment by building and current grade configurations as well as a Building Utilization Report detailing space utilization information. The project services to be provided by the PMC team for this engagement are more particularly described in the Scope of Services attached as Exhibit A and will be performed subject to the Terms and Conditions attached as Exhibit B.

In preparing this proposal, PMC has made the following key assumptions regarding this engagement. These key assumptions have been relied upon by PMC in determining the required Scope of Services designated on Exhibit A, PMC's compensation for services, and the terms of this engagement:

- LPS will provide PMC with access to facilities and administrative personnel as needed
- LPS will provide the previous seven years enrollment data
- LPS will provide grade configuration and class size information
- Prior building/facility/technology studies and floor plans are available for review by PMC
- PMC will commence its services beginning December 8, 2015 and the term of PMC's engagement will continue until May 31, 2016.

## **COMPENSATION**

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PMC shall be compensated by LPS for services performed detailed within Exhibit A, as follows:

### **Phase I – Enrollment Projection Study:**

PMC's fee for the Scope of Work outlined in Exhibit A will be a fixed fee of Fifteen Thousand Dollars (\$15,000.00). PMC will invoice LPS in two (2) equal installments in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00), plus actual reimbursable expenses, such as mileage, printing, etc., invoiced at cost without mark-up. Reimbursable expenses shall not exceed One Thousand Dollars (\$1,000.00).

### **Phase II – Building Utilization Assessment and Facilitation:**

PMC's fee for the Scope of Work outlined in Exhibit A will be a fixed fee of Forty Five Thousand Dollars (\$45,000.00). PMC will invoice LPS in Five (5) equal installments in the amount of Nine Thousand Dollars (\$9,000.00), plus actual reimbursable expenses, such as mileage, printing, etc., invoiced at cost without mark-up. Reimbursable expenses shall not exceed One Thousand Dollars (\$1,000.00).

## **ACCEPTANCE**

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PMC will commence its services upon execution of this proposal, and the term of PMC's engagement will continue through May 31, 2016 and include a final report and presentation to LPS Administration and Board of Education.

To accept this proposal including the terms of this letter and Exhibits A and B attached hereto, please sign the Accepted and Agreed acknowledgement below and return it to me. Upon execution below, this proposal (including Exhibits A and B) will become a binding agreement (Agreement) between LPS and PMC. Should you have any questions please contact Greg VanKirk at (248) 223-3395 or Paul Theriault at (248) 223-3380.

Sincerely,

PLANTE MORAN CRESA, LLC



Paul Theriault, PE LEED AP  
Senior Vice President



Greg Van Kirk, CPA  
Partner

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

Accepted and Agreed:

LIVONIA PUBLIC SCHOOLS

\_\_\_\_\_

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

By: Ms. Lisa Abbey  
Its: Assistant Superintendent of Business Services

## EXHIBIT A

### SCOPE OF SERVICES

Upon execution of the Proposal dated December 1, 2015, this Exhibit A shall be incorporated into the Agreement between LPS and PMC.

PMC's Consulting Services include advice and consultation with LPS regarding LPS's current utilization of its K-12 facilities.

#### Phase I – Enrollment Projection Study

1. **Review Previous LPS Reports:** PMC will review previous reports conducted from its staff and/or other professionals relative to LPS' educational facilities.
2. **Demographic and Enrollment Projection Analysis:** PMC will perform an analysis of the existing demographics of the District's K-12 grade configuration, special education, and adult education programs for the elementary, middle, and high school levels including:
  - a. Demographic Trends
  - b. Population Trends
  - c. Enrollment Trends

PMC will also update the previously completed enrollment projections for LPS to look at enrollment on a building by building basis to help determine areas of projected student gain and loss across the District.

3. **Presentation of Preliminary Findings:** PMC will present preliminary findings at two (2) LPS Administration meetings to review educational and operational goals and objectives in comparison to current enrollment and budget information in early 2016.

#### Phase II – Building Utilization Assessment

4. **Review Previous LPS Reports:** PMC will review previous reports conducted from its staff and/or other professionals relative to LPS' educational facilities.
5. **Facility Tours:** PMC has previously conducted individual facility tours of LPS' instructional facilities and will re-confirm and refine existing use data gathered with District Administration for accuracy and completeness. PMC will re-tour facilities as necessary to determine grade configurations, sections, class sizes, programs and other utilization data.
6. **Utilization and Capacity Analysis:** Based on the findings from the facility tours, PMC will create a utilization and capacity analysis with corresponding floor plans for twenty six (26) individual schools illustrating current usage and capacities for LPS' consideration. Building capacity will be based on teacher to student ratios as outlined in LPS Policies.

7. **Presentation of Preliminary Findings:** PMC will present preliminary findings at two (2) LPS Administration meetings to review educational and operational goals and objectives in comparison to current utilization and capacity information in early 2016.
8. **Presentation of Final Report:** Based on input from LPS Administration relative to the preliminary findings and in review of educational and operational goals and objectives, PMC will provide a final presentation and report at one (1) LPS Board of Education meeting prior to March 31, 2016.
9. **Facilitation:**  
PMC will lead assist in facilitating steering committee sessions in a manner to encourage meaningful and orderly input. These sessions will be developed to accomplish the following:
  - a. Explain the purpose of the Building Utilization Assessment and Enrollment Projection Study.
  - b. Discuss relevant demographic trends, student enrollment patterns and utilization data of the District
  - c. Gather input from the different committee members on how to interpret that data.
  - d. Discuss/Determine if any further courses of action are necessitated by the reports.
  - e. Present a recommendation to LPS administration and/or Board of Education

PMC proposes 6 - 8 general meetings intended to engage the committee, concluding prior to May 31, 2016. Additional meetings may be scheduled if deemed appropriate by LPS Administration and PMC and if the project schedule permits.

Any additional services required beyond the schedule and scope outlined above will be detailed in a separate and future engagement letter.

## EXHIBIT B

### TERMS AND CONDITIONS

Upon execution of the Proposal dated December 1, 2015, this Exhibit B shall be incorporated into the Agreement between LPS and PMC.

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

PMC and LPS acknowledge that PMC shall have no authority, express or implied, to enter into written or oral agreements on behalf of LPS, to take any other actions with respect to LPS's project or the business affairs of LPS, or to commit or otherwise obligate LPS in any manner whatsoever, without the prior written approval of LPS. PMC shall perform the Services in accordance with the standard of professional skill and care exercised by other consultants performing similar services under similar circumstances.

PMC does not warrant or guarantee the outcome of project pro formas, budgets or other enrollment or financial projections developed by PMC for use in connection with its Services. Budgets, cost estimates, schedules, enrollment projections and financial projections prepared by PMC represent PMC's best professional judgment as a consultant. It is recognized, however, that neither PMC nor LPS has control over the cost of labor, materials or equipment, market conditions, contractors' methods of determining bid prices or other competitive bidding or negotiating conditions. PMC cannot and does not warrant or represent that the outcome of bids or negotiated prices will not vary from any project budget proposed, established or approved by LPS, or from any cost estimate, projection or evaluation prepared by PMC.

PMC's Services do not include professional architectural or engineering services. PMC shall not be responsible for the design of any project, for any errors, omissions or other deficiencies in the construction drawings and specifications for a project, for any other error or omissions of architects or other design professionals, if any, in connection with a project, or for the failure of the construction drawings and specifications for a project to comply with the requirements of LPS or with applicable codes or legal requirements. It shall be the responsibility of LPS's architect, not PMC, to identify building code and other legal requirements pertaining to the design of a project for LPS.

PMC is not an attorney at law, and the Services provided by PMC exclude professional legal services. If the scope of PMC's Services includes assistance with the negotiations of agreements on behalf of LPS, such agreements shall be subject to LPS's approval. LPS shall provide for the review of such agreements by LPS's attorneys and insurance consultants as deemed to be appropriate by LPS.

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

This Agreement may be terminated by LPS upon thirty (30) days prior written notice if PMC is in default under this Agreement and fails to cure such default within such thirty day period. In addition, provided that LPS is acting in good faith, LPS shall be entitled to terminate this Agreement without cause upon thirty (30) days prior written notice to PMC.