



April 13, 2015

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

RE: Proposal for Facilities Assessment

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

It is our understanding that this engagement generally will involve a facilities assessment (i.e. capital needs) for Livonia Public Schools. As discussed a technology assessment is not included in this proposal. The deliverable will be an Assessment Report, documenting critical, deferred and enhancement needs by building and district-wide. These needs shall be identified in the form of project titles, approximate scope and associated costs. The project services to be provided by the PMC team for this engagement are more particularly described in the Scope of Services attached as Exhibit A and will be performed subject to the Terms and Conditions attached as Exhibit B.

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

- Establishment of a Steering Committee by LPS
- Definition of roles, responsibilities, and reporting requirements of the Steering Committee
- LPS will provide PMC with access to facilities and administrative personnel as needed
- Prior building/facility/technology studies and floor plans are available for review by PMC
- PMC will commence its services beginning May 1, 2015, and the term of PMC's engagement will continue until August 31, 2015

COMPENSATION

Our fee for Scope of Work outlined in Exhibit A will be a fixed fee of Thirty Six Thousand Dollars (\$36,000.00). PMC will invoice LPS in four (4) equal monthly 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

PMC will commence its services upon execution of this proposal, and the term of PMC's engagement will continue through August 31, 2015 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
Vice President



Greg VanKirk, 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: Director of Business Services

EXHIBIT A

SCOPE OF SERVICES

Upon execution of the Proposal dated April 13, 2015, this Exhibit A shall be incorporated into the Agreement between LPS and PMC.

1. Kick-off Meeting

PMC will lead several facilitated sessions with District Administration and Maintenance to accomplish the following:

- Explain the purpose of the facility assessment
- Review previously completed facility assessment reports created by LPS.
- Update and discuss relevant demographic trends, student enrollment patterns and financial resources of the District
- Gather updated input from the different stakeholder groups in the District (i.e. curriculum, fine arts, athletics, etc.) on their concerns, priorities, and needs, as necessary
- Discuss potential funding mechanisms for capital improvements (general fund, sinking fund, bond fund, etc.), including timing considerations.

These meetings will be structured and facilitated in a manner to encourage meaningful and orderly input. PMC proposes three general meetings intended to engage the Team. Additional meetings may be scheduled if deemed appropriate by Administration and PMC and if the project schedule permits.

2. **Updating LPS' Facility Improvement Plan:** PMC will meet with the LPS administrative team to review the District's previous assessments, requirements and requests, discuss facility improvement needs and generate an assessment report in conjunction with an implementation strategy based on curriculum goals, enrollment and budget. This assessment report will categorize the areas of facility needs/goals by critical, deferred maintenance and enhancement and will be coordinated with the current 2013 Bond Program.
3. **Conduct Building Visitations:** PMC will visit all of LPS' buildings to evaluate building sites and facilities including parking lots, athletic fields, building envelope and interiors, mechanical/electrical/plumbing (M/E/P) and HVAC system conditions, etc. The visitations will be conducted to determine upgrades necessary to support the desired educational delivery systems and will be based on observations, life cycle comparisons and professional judgments.
4. **Develop Assessment Report:** Based on the activities above, PMC will create a comprehensive Assessment Report which will be summarized on a building by building basis as well as by major scopes of work (i.e. architectural, mechanical, electrical, etc.) PMC will review this Report with the LPS administrative team and make revisions as appropriate.

This Assessment will be based on information gathered through our site visits, discussions with the administrative team, feedback from the Steering Committee and our experience in working

with numerous school districts. Once the assessment is complete the final report will be presented to the Board of Education at a regularly scheduled board meeting. Based on the results of the report, any future scope of work would be outlined in a separate engagement letter or addendum.

Exhibit A-2

EXHIBIT B

TERMS AND CONDITIONS

Upon execution of the Proposal dated April 13, 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 financial projections developed by PMC for use in connection with its Services. Budgets, cost estimates, schedules, and financial projections prepared by PMC represent PMC's best professional judgment as a consultant. It is recognized, however, that neither PMC nor 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.