

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION**

**Committee of the Whole  
June 12, 2023 - 6:30 PM  
Board Room  
15125 Farmington Road  
Livonia, Michigan 48154**

**AGENDA**

- I. AUDIENCE COMMUNICATIONS**
- II. COMMITTEE OF THE WHOLE**  
Johnson, Chair; Acosta; Bonifield; Bradford; Burton; Frank; Jarvis
- III. BUILDING & SITE COMMITTEE**  
Burton, Chair; Bradford; Frank
  - A. K-4 Bid Results for Multi-Purpose Room Lighting** 2  
P. Francis
  - B. High School Weight Rooms** 5  
P. Francis
  - C. Lease Renewals for 2023-24** 75  
P. Francis
- IV. CURRICULUM COMMITTEE**  
Acosta, Chair; Bonifield; Bradford
  - A. Report on PA48 Goals and Assessment Results** 105  
T. O'Brien
  - B. Textbook Adoption for Spanish 4-5** 106  
T. O'Brien
  - C. Textbook Adoption for Law and Justice** 113  
T. O'Brien
  - D. Textbook Adoption for AP Environmental Science** 119  
T. O'Brien
- V. FINANCE COMMITTEE**  
Bonifield, Chair; Acosta; Jarvis
  - A. Budget Update** 124  
A. Smith
  - B. Bond Tendering Opportunity** 125  
A. Smith
- VI. POLICY COMMITTEE**  
Frank, Chair; Bonifield; Jarvis
- VII. PERSONNEL COMMITTEE**  
Bradford, Chair; Burton; Frank
- VIII. LEGISLATIVE COMMITTEE**  
Jarvis, Chair; Acosta; Burton



# Livonia Public Schools

*District Services*

Date: June 1, 2023

To: Andrea Oquist, Superintendent

From: Phillip Francis, Assistant Superintendent of District Services

Re: K-4 Bid Results for Multi-Purpose Room Lighting

I would like to request adding Multi-Purpose Room (aka – gyms/cafeteria) Lighting Replacement as an agenda item to the June 12, 2023 Committee of the Whole meeting, so I can update the Board on the award recommendation to replace lighting at Cleveland, Coolidge, Grant, Hayes, Hoover, Kennedy, Roosevelt, and Rosedale. The lighting replacements in these schools' multi-purpose rooms will move us from fluorescent to LED lighting.

The bids were due on June 7, 2023, and we received one response, from Great Lakes Power & Lighting in the amount of \$277,000.00. While receiving only a single bid is not ideal, I am still recommending Great Lakes Power & Lighting for this project. This is the same company who recently completed the lighting replacements in our upper elementary and middle school buildings. We were very satisfied with their work, and their bid amount for these eight K-4 buildings is in line with what we believed costs would be.

Please add this as an agenda item for June 12, 2023, and contact me if you have any questions. Thank you.

Attachment

PF/ko

c: Board of Education



# Livonia Public Schools

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## *Facilities and Operations*

Date: June 7, 2023  
To: Phillip Francis, Assistant Superintendent of District Services  
From: Harry C. Lau, Administrator of Facilities and Operations  
Re: Recommendation to Award K-4 Gym Lighting Replacement at Eight (8) Sites Bid

I am recommending and seeking approval to award the K-4 Gym Lighting Replacement at eight sites, to Great Lakes Lighting & Power at a cost of \$277,000.00. This project will be financed through the Sinking Fund.

Great Lakes Lighting & Power has completed several projects for Livonia Public Schools. Their last project was the lighting replacement at the 5-8 buildings, which included 12 different gyms for a cost of \$682,000.00. The cost for this project and the 5-8 gyms are very comparable. The lighting fixtures and all materials used for this replacement project will be the same as the 5-8 project. The post-bid interview was conducted on June 7, 2023.

The vendor participating in this bid is listed below:

Great Lakes Lighting & Power	Casco, MI	\$277,000.00
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Rationale: The switch from fluorescent to LED lighting will save the District money and help to shrink our carbon footprint.

Thank you for your consideration in this matter.

cc: K. Oaks

**K-4 Gym Lighting Replacement at 8 Sites Bid Tab**  
**Central Office Complex**  
**June 7, 2023**  
**12:00 P.M.**

<b>VENDORS BIDDING DESCRIPTION</b>	<b>Great Lakes</b>					
	<b>Lighting &amp; Power</b>					
<b>GRAND TOTAL:</b>	<b>\$277,000.00</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
BID BOND	X					
EQUAL OPPORTUNITY	X					
SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT	X					
IRAN SANCTIONS STATEMENT	X					
ADDENDUM 1	X					
FIRM REPRESENTATIVE PARTICIPATED IN MANDATORY PRE BID SITE INSPECTION	X					4
PRICE FIRM FOR 90 DAYS	X					
TERMS OF PAYMENT						
ADDITIONAL SHEETS						
<b>COMMENTS</b>						
<b>RECORDED BY: Harry Lau</b>	<b>DATE: 6/7/23</b>		<b>WITNESSED BY:</b>			<b>DATE: 6/7/23</b>



# Livonia Public Schools

## *District Services*

Date: June 1, 2023

To: Andrea Oquist, Superintendent

From: Phillip Francis, Assistant Superintendent of District Services  
Alison Smith, Chief Financial Officer  
Kevin Etue, Director of Secondary Programs & District Services

Re: High School Weight Rooms

I am requesting that the updates to all three high school weight Rooms be placed on the agenda for the June 12, 2023, Committee of the Whole meeting. As you know, this has been a collaborative effort between the three high schools and Central Office Administration. The athletic administrators have procured multiple quotes for updates ranging from new weightlifting equipment, audio/video, flooring, and electrical work.

Based on the input and rationale of the athletic administrators, coaches, and P.E. teachers, we are recommending Rogers Athletic for the weightlifting equipment, Matick Construction for the electrical and A/V equipment and construction work, and SPEC Athletic for the flooring. The current total for all three buildings is \$967,627.69.

Please note, the current weightlifting equipment in the schools' weight rooms will be purchased by One More Rep Fitness, Ann Arbor, Michigan, and those dollars will be used towards this project.

Please contact me if you have questions. Thank you.

Attachments

c: Board of Education

PF/ko





RECOMMEND  
CMS



2951 Marina Bay Dr. Suite 130, #491 League City, TX 77573  
O: 815-254-4414 | F: 815-254-4761  
www.specathletic.com

Date: April 26, 2023

<b>Project:</b>	Livonia Churchill HS		
<b>To:</b>		<b>Delivery:</b>	Email
<b>Addendums:</b>		<b>Date of Plans:</b>	

Quantity	Units	Scope of Work	Unit Price	Total Price
<b>SECTION 09 65 66 - Resilient Athletic Flooring</b>				
3,665	SF	Prep Existing Rubber Floor	\$ 0.50	\$ 1,832.50
3,665	SF	Supply & Install Regupol Aktiv Plus 12mm in 35%	\$ 10.45	\$ 38,299.25
14	EA	Inlaid Platforms with Avalanche Gray and a logo in the center	\$ 1,100.00	\$ 15,400.00
1	EA	Four Color Horse Logo 6' x 6'	\$ 2,945.00	\$ 2,945.00
250	LF	Standard Black 4" Cove Base	\$ 3.00	\$ 750.00
6	LF	Transitions	\$ 7.00	\$ 42.00
				\$ -
<b>Tax:</b>				
<b>Total: \$</b>				<b>59,268.75</b>

<b>Estimating:</b>	Henry Proud	<a href="mailto:henry@specathletic.com">henry@specathletic.com</a>	<b>Signature of Acceptance:</b>
<b>Sales:</b>	Kevin Cassidy	<a href="mailto:kevin@specathletic.com">kevin@specathletic.com</a> Cell: (614)-736-1533	
			<b>Date:</b>

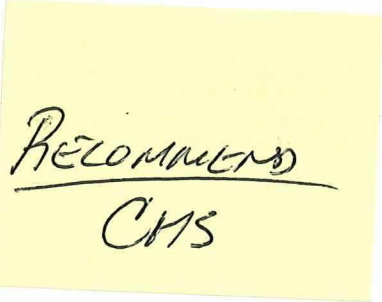
**Comments:** Includes standard wage rates; non-prevailing, non-union. **Owner Must Provide a 60-Amp Braker with 3 Phase Power Within 75' Of Gym/Workspace.**

**Standard Exclusions:** Moisture remediation, Demo. Dumpsters, Bleachers, Volleyball Sleeves, Generators. Final clean up. Protection of work after installation. Major prep & leveling or smoothing of substrate other than light sanding & sweeping. We assume installation over clean, dry, & level substrate.

Excludes patching & leveling. Extra costs for patching & leveling:  
- Patching & skim coating - \$50 per bag of Feather Finish.  
- Leveling - \$110 per bag of self-leveling underlayment.

**Terms:** 75% due upon receiving a signed PO or quote, 25% due upon completion. All orders paid with a credit card will be assessed a 3% convenience fee at the time of invoicing. All accounts with a balance after 30 days from invoice will be assessed 1.5% interest every 30 days. Material pricing is subject to manufacturer increases & or material storage fees after 30 days from original proposal. Taxes will be added at the time of invoicing if tax exempt form is not received.

Due to the current volatility in both supply chains & international challenges with logistics & freight costs, this quote will be valid for 30 days. Freight charges will need to be confirmed at time of shipping.



3760 W. Ludington Dr  
 Farwell, MI 48622  
 Phone: 800-248-0270  
 Fax: 888-549-9659  
 www.rogersathletic.com

**Quote for Churchill High School**  
 Quote: 8461  
 Revision: 16  
 Offer Valid Through: 6/30/23  
 Proposed by: Karl Jenkins  
 Phone: (800) 248-0270  
 Email: kjenkins@rogersathletic.com

Quote Reference Number: 8461

**Address Information**

**Bill To:**

Churchill High School  
 8900 Newburgh Road  
 Livonia, Michigan 48150  
 United States

**Ship To:**

Churchill High School  
 8900 Newburgh Road  
 Livonia, Michigan 48150  
 United States

**Contact Buying:** Allen Feigel

**Phone:** (734) 523-9235

**Email:** afeigel@livoniapublicschools.org

**Contact Shipping:** Allen Feigel

**Phone:** (734) 523-9235

**Email:** afeigel@livoniapublicschools.org

**Terms and Conditions**

**Payment Terms:** Net 30 Days

**Churchill High School - weight equipment-WR 2023**

**Products**

Description	Part Number	Qty	Price	Ext Price	
Dual XL, Base Color: Gloss Black, Accent Color: Gloss Black, Front Cross Bar: Basic Arch Chin Bar, Rear Cross Bar: Basic Arch Chin Bar	410980	7	\$3,639.00 USD	\$25,473.00 USD	
FOAM HURDLE - 30" H BASE X 30"W X 8" D - INCL 6" H AND 3" H EXTENSIONS	purch	6	\$184.00 USD	\$1,104.00 USD	
SPEED SLED DBL SIDED F-ASSY	411576	10	\$202.00 USD	\$2,020.00 USD	
Soft Plyo Box Set fo 5	411525	4	\$1,575.00 USD	\$6,300.00 USD	
Powersystems Light strength Band	purch	20	\$15.00 USD	\$300.00 USD	
Powersystems Medium strength Band	purch	20	\$20.00 USD	\$400.00 USD	
Powersystems Heavy strength Band	purch	20	\$25.00 USD	\$500.00 USD	
Powersystems Mega slem ball 20lb	purch	14	\$59.00 USD	\$826.00 USD	
Medicine Ball Upper Mount, Base Color: Gloss Black	421224	7	\$60.00 USD	\$420.00 USD	
Pendulum Front Band Attachment (Pair) Attachment	410643	14	\$279.00 USD	\$3,906.00 USD	
Powersystems High density foam roller 12"	purch	40	\$13.95 USD	\$558.00 USD	
Intek Urethane Olympic Plates 45lb	purch	30	\$135.00 USD	\$4,050.00 USD	
Intek Urethane Olympic Plates 25lb	purch	20	\$81.00 USD	\$1,620.00 USD	
Intek Urethane Olympic Plates 10lb	purch	20	\$34.00 USD	\$680.00 USD	
Intek Urethane Olympic Plates 5lb	purch	56	\$8.00 USD	\$448.00 USD	
Power Stack Wall Mount, Base Color: Gloss Black	410849	9	4	\$299.00 USD	\$1,196.00 USD

Power Stack Hi-Low, Base Color: Gloss Black, Accent Color: Gloss Black	410833	4	\$3,679.00 USD	\$14,716.00 USD
Promaxima standing leg curl	-Custom	2	\$1,600.00 USD	\$3,200.00 USD
Pendulum Power Lock-N-Load Hooks (Pair) Attachment	410855	14	\$0.00 USD	\$0.00 USD
Pendulum Front Safety Bar (Pair) Attachment	410830	14	\$0.00 USD	\$0.00 USD
Docking FTS Synchro Bench, Base Color: Red, Seat: Narrow Black	410984	14	\$1,410.00 USD	\$19,740.00 USD
Bridge 82" Single w/ Ball Grip, Base Color: Red	411543	12	\$470.00 USD	\$5,640.00 USD
Utility Bench, Base Color: Red, Seat: Narrow Black	410947	10	\$850.00 USD	\$8,500.00 USD
Pro Glute Ham, Base Color: Gloss Black, Accent Color: Red, FootRest: Fixed, Thigh Pad: Fixed Pad, Knee Pad: Knee Pad	410836	4	\$2,534.00 USD	\$10,136.00 USD
Pro 4-Way Neck, Base Color: Gloss Black, Accent Color: Red, Seat: Black, Weight Horns: Standard, Include Storage Horns	410679	2	\$2,700.00 USD	\$5,400.00 USD
Pro 3-Way Row, Base Color: Gloss Black, Accent Color: Red, Seat: Molded, Weight Horns: Standard	410613	5	\$3,300.00 USD	\$16,500.00 USD
Weight Tree, Base Color: Gloss Black, Storage Horn: None	410857	1	\$539.00 USD	\$539.00 USD
Heavy Grip Cart, Base Color: Gloss Black	410812	1	\$1,719.00 USD	\$1,719.00 USD
Dumbbell Rack 89", Base Color: Gloss Black, Top Tier: Dumbbell Coated Shelf, Middle Tier: Dumbbell Coated Shelf, Bottom Tier: Dumbbell Coated Shelf	410846	2	\$1,190.00 USD	\$2,380.00 USD
Dumbbell Rack 55" 2 Tier, Base Color: Gloss Black, Top Tier: Dumbbell Coated Shelf, Bottom Tier: Dumbbell Coated Shelf	410976	1	\$715.00 USD	\$715.00 USD
1 Set Avus LJC-Pro Lock Jaw Collar	409167	25	\$44.00 USD	\$1,100.00 USD
Intek 7' Triple needle bearing Olympic Bar	purch	14	\$100.00 USD	\$1,400.00 USD
Intek Armor Urethane Olympic Bumper plates black 45lb	purch	56	\$199.00 USD	\$11,144.00 USD
Intek Armor Urethane Olympic Bumper plates black 25lb	purch	56	\$126.00 USD	\$7,056.00 USD
Intek Armor Urethane Olympic Bumper plates black 10lb	purch	56	\$73.00 USD	\$4,088.00 USD
Intek Armor Series Solid Urethane DB Set 55-100x5	purch	1	\$5,480.00 USD	\$5,480.00 USD
Intek 10lb Armor Series Solid Urethane DB (1)	purch	6	\$98.00 USD	\$588.00 USD
Intek 15lb Armor Series Solid Urethane DB (1)	purch	6	\$121.00 USD	\$726.00 USD
Intek 20lb Armor Series Solid Urethane DB (1)	purch	6	\$146.00 USD	\$876.00 USD
Intek 25lb Armor Series Solid Urethane DB (1)	purch	6	\$170.00 USD	\$1,020.00 USD
Intek 30lb Armor Series Solid Urethane DB (1)	purch	6	\$181.00 USD	\$1,086.00 USD
Intek 35lb Armor Series Solid Urethane DB (1)	purch	6	\$195.00 USD	\$1,170.00 USD
Intek 40lb Armor Series Solid Urethane DB (1)	purch	6	\$210.00 USD	\$1,260.00 USD
Intek 45lb Armor Series Solid Urethane DB (1)	purch	6	\$220.00 USD	\$1,320.00 USD
Intek 50lb Armor Series Solid Urethane DB (1)	purch	6	\$231.00 USD	\$1,386.00 USD

Intek custom Urethane In-Lay Bumper Plate Logo (per logo)	purch	314	\$16.00 USD	\$5,024.00 USD
Intek Custom Urethane In-Lay Dumbbell Logo (per logo)	purch	148	\$13.00 USD	\$1,924.00 USD
Embroidered head wraps for Bneches	-Custom	24	\$90.00 USD	\$2,160.00 USD
HEAVY HANDS ACCESSORIES	422992	1	\$2,200.00 USD	\$2,200.00 USD
Above Rack Logo Plate	-Custom	14	\$190.00 USD	\$2,660.00 USD

**Services**

Description	Qty	Price	Ext Price
Installation Services	1	\$4,900.00 USD	\$4,900.00 USD

**Additional Charges/Credits**

Description	Qty	Price	Ext Price
Shipping & Freight	1	\$3,600.00 USD	\$3,600.00 USD

**Alternates**

Description	Part Number	Qty	Price	Ext Price
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Products Total	\$192,654.00 USD
Services Total	\$4,900.00 USD
Additional Charges/Credits Total	\$3,600.00 USD
Alternates Total	\$0.00 USD
<b>*Net Total:</b>	<b>\$201,154.00 USD</b>

**Quote Comments**

**Specific Terms**

Assembly required on Sleds/Chutes  
 Quoted price does not include any State and/or Local Taxes unless specified in the quotation  
 \*Quoted Net Total does not include Alternate items, Ask for a quote revision after approving or rejecting Alternates to see an updated Net Total  
 Lead time is estimated and varies based on manufacturing capacity Actual ship date will be determined at placement of order Shipping rates are subject to change Freight Terms FOB Clare – MI  
 Rogers Athletic collects tax in the following states AL CA CO FL GA IL IN MI NJ PA TX WA  
 These can be forwarded to the following email address taxexemptions@rogersgrp.com  
 All Labor and costs associated with docking, unloading, transferring or set up of the equipment and removal of debris are not included unless specified in the quotation  
 Configured parts or part numbers ending in '-Custom' will have a production suffix added to the part number upon sales order creation and may appear different on invoices  
 Visa – Mastercard – American and Discover Accepted

Order Authorization

Date

All rights reserved Copyright Rogers Group, Inc.



Spec Athletic Flooring  
 23824 W. Andrew Rd. Ste 101  
 Plainfield, IL 60535  
 815-254-4414

Livonia Churchill High School

4/24/23

Version 1.1

\*\*NOTE: Colors may vary slightly due to screen resolution, please see physical samples for accurate color representation.



1125 Hawthorne Ave  
 Ypsilanti, MI 48198  
 Phone: 734-985-0437  
 E-mail: Erik@TheAVPro.com

# Proposal

The AV Pro, LLC

<b>Proposal Date:</b> 4/21/2023
<b>Proposal #:</b> 235006

<b>Bill To:</b>
Livonia Public Schools

Qty.	Description	Rate	Total
	Weight Room Audio System Design Summary - This system shall provide improved audio performance when compared to the existing audio system. Additional speakers and having system EQ will facilitate this. - (4) Powered loudspeakers shall be mounted in each corner of the room. - The humidity in the room and rust on existing equipment was a factor in choosing the speakers as they have sealed enclosures - A table top AM/FM/Bluetooth radio as the main music source will allow for user friendly system operation. This in combination with using powered speakers (internal amplifiers), and a compact system processor mixer will allow for a much smaller footprint. A wall-mounted equipment rack will not be needed. - The radio will sit on top of the desk with the audio processor to be mounted to the desk underneath or placed in a compartment. - A wireless or corded microphone will be able to be added via a wall-mounted XLR input. It was determined that one was not necessary at this time.		
1	Atlas IED Atmosphere™ AZM4 4-Zone Audio Processor with Wall Mounted Atmosphere™ C-V Volume Controller - Audio Mixer, System EQ and Processing - Sources to include TV audio (via analog audio out on TV's), AM/FM/Bluetooth radio.	1,299.00	1,299.00T

**Sub-Total**

**Sales Tax (0.0%)**

**Total**



1125 Hawthorne Ave  
 Ypsilanti, MI 48198  
 Phone: 734-985-0437  
 E-mail: Erik@TheAVPro.com

# Proposal

The AV Pro, LLC

<b>Proposal Date:</b> 4/21/2023
<b>Proposal #:</b> 235006

<b>Bill To:</b>
Livonia Public Schools

Qty.	Description	Rate	Total
4	EAW RS 151 2-way Self-Powered Loudspeaker, 15" Woofer - 1500 watts of Class-D Amplification - Leading-edge touring grade transducers - EAW Focusing™ for unmatched clarity & accuracy - Rotatable MK inspired horn for EAW signature pattern control - Lightweight & durable wooden enclosure with M10 threaded suspension points	1,099.00	4,396.00T
1	Tivoli Model One BT Tabletop AM/FM/Bluetooth Radio	199.00	199.00T
1	Hardware and Cabling - Speaker Mounts - Line level audio cabling and control cabling - XLR Mic input available for future use (possible W/L microphone) - Surface Mount Wire Raceway - Steel Safety cabling for overhead mounting	600.00	600.00T
1	Installation Labor - includes programming and system tuning - includes training	1,250.00	1,250.00

**Sub-Total**

**Sales Tax (0.0%)**

---

**Total**

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1125 Hawthorne Ave  
 Ypsilanti, MI 48198  
 Phone: 734-985-0437  
 E-mail: Erik@TheAVPro.com

# Proposal

The AV Pro, LLC

<b>Proposal Date:</b> 4/21/2023
<b>Proposal #:</b> 235006

<b>Bill To:</b>
Livonia Public Schools

Qty.	Description	Rate	Total
	<p>Notes:</p> <ul style="list-style-type: none"> <li>- (1) 15A switched circuit will be needed to power (4) outlet locations for the powered loudspeakers (to be provided by client)</li> <li>- Equipment location furniture (desk) to be provided by client</li> <li>- A \$600 discount (each location) will be applied when purchasing multiple systems</li> <li>- Recycling existing equipment is included in price</li> <li>- Exact method of connecting video source audio will need to be determined after specific TV's are selected. This quote includes connecting system to an analog audio output from TV.</li> <li>- A separate quote will be provided for TV's</li> </ul>		

<b>Sub-Total</b>	\$7,744.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	<b>\$7,744.00</b>

# B. P. PAINTING

Interior \* Exterior \* Residential

Brian Pilarski  
 36502 Joanne  
 Livonia, MI 48150  
 313-247-3256

Proposal Submitted To: Allen Feigel	Cell Phone	Date 4/24/2023
Street 8900 Newburgh Rd	Work Phone	Fax
City, State and Zip Code Livonia, MI 48150	Job Name	
Email Address <a href="mailto:afeigel@livoniapublicschools.org">afeigel@livoniapublicschools.org</a>	Job Location Churchill High School - Weight Room	
<p>I hereby submit specifications and estimates for:</p> <p><b>Weight Room:</b> All of the walls will receive two coats of White Semi-Gloss paint. The lower 3' will receive two coats of Black Semi-Gloss paint.</p>		
I propose to hereby furnish material and labor complete in accordance with the above specifications for the sum of:		\$ <u>4,250</u>
Payment to be made as follows:	<input type="checkbox"/> 0% down, balance due on day of completion. <input checked="" type="checkbox"/> 25% down, balance due on day of completion. <input type="checkbox"/> 25% down, progress payments, balance due on day of completion.	Authorized Signature _____  Note: This proposal may be withdrawn by me if not accepted within 30 days.
All work not specified in contract documents and requested either verbally or in writing by client will be charged either on a time and materials basis or lump sum.		
Acceptance of Proposal - By accepting this contract and agreement the Purchaser accepts notice of intent to claim a Lien for all labor and material furnished in the above mentioned contract.		Signature _____
The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. I have read the proposal, and agree to the above term as part of this contract.		Signature _____
All deposits are non-refundable after 3 business days.		Date of Acceptance _____

5/2/23

**CONCEPT**

#23-CHS-R2



COMMERCIAL GENERAL CONTRACTORS  
 36959 AMRHEIN RD.  
 LIVONIA, MI 48150  
 MAIN: 734.838.5900  
 WWW.MATICKCONSTRUCTION.COM

PREPARED FOR:  
**CHURCHILL HIGH SCHOOL**  
 ALLEN FEIGEL  
 8900 NEWBURGH RD.  
 LIVONIA, MI 48150

**EXISTING WEIGHT ROOM REFRESH. CONCEPTUAL PRICING ONLY.**  
**ACTUAL PRICING WILL BE PREPARED ONCE FINAL SCOPE**  
**IS DEFINED AND ALL SPECIFICATIONS ARE SELECTED**

DESCRIPTION OF WORK:	QTY	UNIT	UNIT PRICE	BUDGET COST	SUBTOTAL
<b>DEMOLITION:</b>					
Waste	2	EA	\$550.00	\$1,100.00	
Concrete waste	1	EA	\$500.00	\$500.00	
Cut trench to remove existing failed concrete - Verify all after rubber demo	50	LF	\$16.00	\$800.00	
Pin/backfill trench	1	ALL	\$750.00	\$750.00	
Remove existing rolled rubber flooring	3550	SF	\$0.65	\$2,307.50	
Remove existing ACT ceiling	3550	SF	\$0.45	\$1,597.50	
Remove existing lighting	1	EA	\$3,500.00	\$3,500.00	
Existing mirrors to remain unless contracted	1	ALL	\$0.00	\$0.00	
Subtotal				\$10,555.00	\$10,555.00
<b>ACOUSTIC CEILINGS:</b>					
New USG 2x2 ceiling system/MARS Tegular - BLACK	3550	SF	\$7.40	\$26,270.00	
Subtotal				\$26,270.00	\$26,270.00
<b>DOORS/HARDWARE/GLASS:</b>					
New steel double door unit w/locking provisions/fire glass/panic/closers	1	EA	\$2,310.00	\$2,310.00	
New exterior steel door only w/locking provisions/panic	1	EA	\$855.00	\$855.00	
Kick plate - SS	3	EA	\$66.00	\$198.00	
Hinges - 4.5" BB	9	EA	\$15.00	\$135.00	
Door labor	3	EA	\$310.00	\$930.00	
Subtotal				\$4,428.00	\$0.00
<b>ELECTRICAL:</b>					
DTE credit if applicable	1	ALL	\$0.00	\$0.00	
Linear lighting hung from aircraft cabling to 11' AFF - BLACK	15	EA	\$1,200.00	\$18,000.00	
Emergency light/Exit combo	2	EA	\$325.00	\$650.00	
3-way switch	2	EA	\$90.00	\$180.00	
Ceiling fan - 3 blade steel - BLACK - Typ.	4	EA	\$600.00	\$2,400.00	
New LED Tv's - Allowance - Samsung Class 7	3	EA	\$509.00	\$1,527.00	
Tv's Mounted/directional	3	EA	\$240.00	\$720.00	
Subtotal				\$23,477.00	\$23,477.00

END PAGE ONE

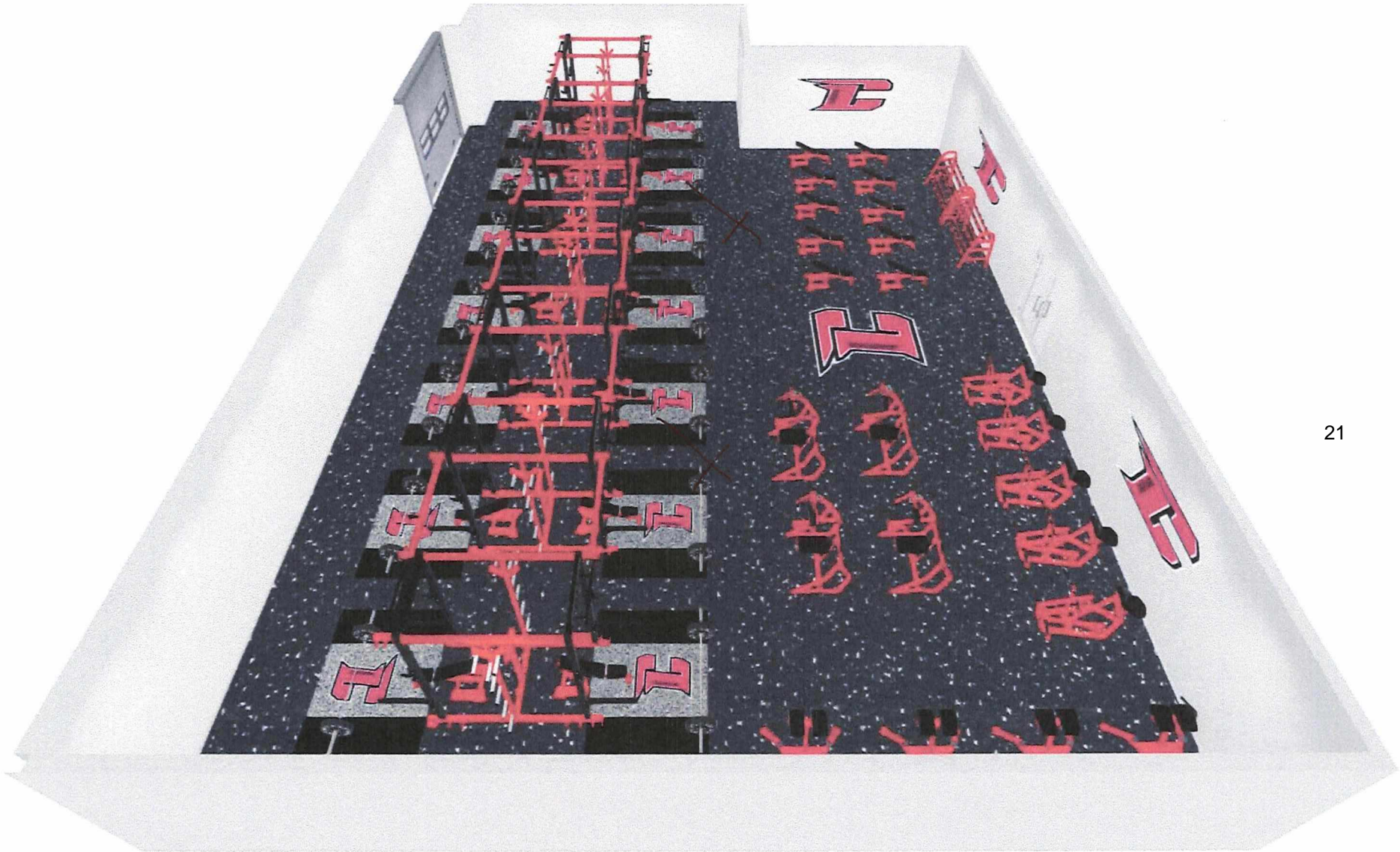
<b>HVAC:</b>					
N.I.C. - Unless contracted	1	EA	\$0.00	\$0.00	
<b>Subtotal</b>				<b>\$0.00</b>	<b>\$0.00</b>
<b>FLOORING: SPEC TBD</b>					
Floor prep after demo	3550	SF	\$0.50	\$1,775.00	
New rolled rubber (Red/black) - Includes scrap value	3905	SF	\$2.25	\$8,786.25	
Install rolled rubber	3550	SF	\$1.35	\$4,792.50	
New 6" vinyl cove base/Transitions (120 LF increments) - BLACK	360	LF	\$4.25	\$1,530.00	
Freight - Rubber - Allowance	1	EA	\$1,750.00	\$1,750.00	
<b>Subtotal</b>				<b>\$18,633.75</b>	<b>\$0.00</b>
<b>PAINT: Pricing will vary based on logo/school color options</b>					
New paint - All CMU to 14" AFF - GLOSS ENAMEL	3500	SF	\$1.50	\$5,250.00	
Add - 2 color - GLOSS ENAMEL	3500	EA	\$1.70	\$5,950.00	
School logo - Allowance only	1	EA	\$2,800.00	\$2,800.00	
<b>Subtotal</b>				<b>\$14,000.00</b>	<b>\$14,000.00</b>
<b>OVERHEAD DOOR:</b>					
Remove existing CMU for new roll-up door	100	SF	\$9.00	\$900.00	
Concrete waste	1	EA	\$500.00	\$500.00	
Steel lintel/Bond beam	1	EA	\$800.00	\$800.00	
New flat block @ verticals	1	ALL	\$700.00	\$700.00	
New Aluminum/Glass roll-up door w/automatic opener - 10' X 10'	1	EA	\$7,910.00	\$7,910.00	
Electrical for O/H door	1	EA	\$775.00	\$775.00	
<b>Subtotal</b>				<b>\$11,585.00</b>	<b>\$11,585.00</b>
<b>TOTAL</b>					<b>\$85,887.00</b>
<b>Hard Costs</b>				<b>\$85,887.00</b>	
Hard Cost Contingency				0%	\$0.00
Hard Cost W/Contingency					\$85,887.00
General Conditions/Construction Mgmt.				10%	\$8,588.70
O/H & P				15%	\$12,883.05
General labor					\$5,000.00
Architectural design - By others				0%	\$0.00
Plan review / Permits - ALLOWANCE				2%	\$1,717.74
<b>Total Project Cost</b>				<b>\$114,076.49</b>	<b>\$114,076.49</b>
<b>RECOMMENDATIONS:</b>					
NEW OUTLETS/PLATE COVERS - VERIFY COUNT					
BIGASS FAN					
FRESH-AIR INTAKE					
<b>ESCALATION CLAUSE: **</b>					
<p><i>In the event of a significant delay or price increase of material, equipment or energy, occurring during the performance of the contract, through no-fault of the contractor, the contract sum, time of completion or contract requirements, shall be equitably adjusted, by change order, in accordance with the procedures of the contract documents. Any change in price of an item of material, equipment or energy, will be considered significant when the price of an item increases by 3%, between the date of this submission and the date of material purchase.</i></p>					

*PERFORMANCE*



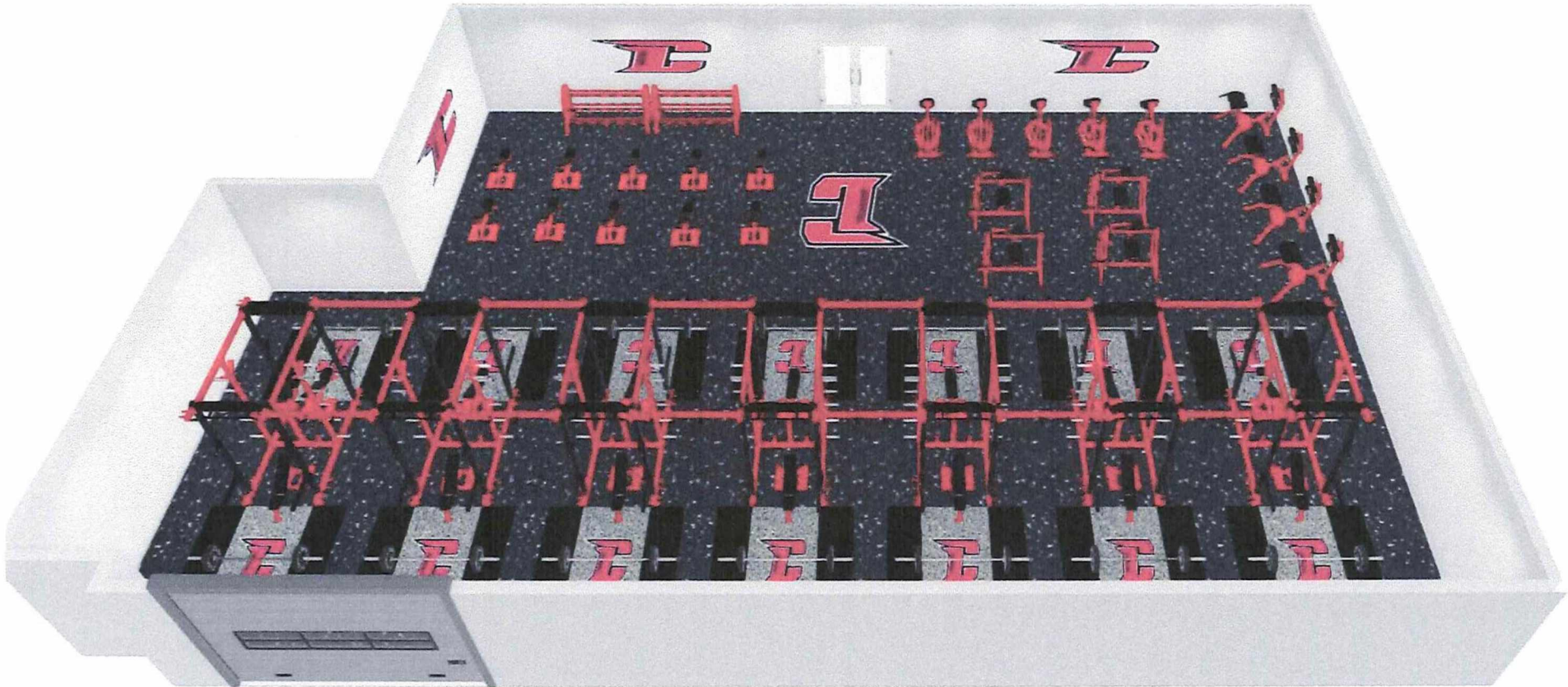
04/20/23





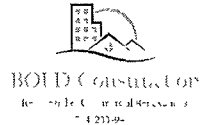
**APPROXIMATION OF FLOOR AND PLANNING AREA**

Floor Plan measurements are approximate and are for illustrative purposes only. While we do not doubt the floor plans accuracy, we make no guarantee, warranty or representation as to the accuracy and completeness of the floor plan. You or your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction as to the suitability of the property for your space requirements.



**APPROXIMATION OF FLOOR AND PLANNING AREA**

Floor Plan measurements are approximate and are for illustrative purposes only. While we do not doubt the floor plans accuracy, we make no guarantee, warranty or representation as to the accuracy and completeness of the floor plan. You or your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction as to the suitability of the property for your space requirements.



**Bold Construction, LLC**

132 Ecorse Road • Ypsilanti, MI 48198 • Phone 734-233-9411

Allen Feigel CHS weight room  
Cell 734-718-4987

Job Address  
8900 Newburgh Rd  
Livonia, MI 48150

**Print Date:** 6-2-2023

**Proposal for CHS weight room**

Thank you for the opportunity to work with you. We do our absolute best to be transparent and straight forward in our pricing and estimates.

Below is our estimate. Please take a look at it and let us know if you have any questions.

We look forward to working with you.

Items	Description	Qty/Unit	Unit Price	Price
Demolition 1300 - Demolition	Waste	2 EA	\$500 00	\$1,000 00
Demolition 1300 - Demolition		1	\$0 00	\$0 00
Demolition 1 - Demolition		1 ALL	\$0 00	\$0 00
Demolition 1 - Demolition		1 SF	\$0 00	\$0 00
Demolition 1 - Demolition	Remove existing ACT ceiling - 3550 SF	1	\$3,500 00	\$3,500 00
Demolition 1 - Demolition	Remove existing lighting	1 EA	\$1,500 00	\$1,500 00
Demolition 1 - Demolition	Remove wall signage	1	\$700 00	\$700 00
Demolition - Mirrors 1 - Demolition	**Existing mirrors to remain unless contracted**	1	\$0 00	\$0 00
Acoustic Ceilings Construction Services	New USG 2x2 ceiling system / MARS Tegular - Black 3550 SF	1	\$40,400 00	\$40,400 00
Doors/Hardware/Glass 5892 - Material		1 EA	\$0 00	\$0 00
Doors/Hardware/Glass 5892 - Material		1 EA	\$0 00	\$0 00
Kick Plate 5892 - Material		3 EA	\$0 00	\$0 00
Electrical - DTE ELECTRICAL	DTE credit if applicable - cost YTBD	1	\$0 00	\$0 00
Electrical ELECTRICAL	Linear lighting hung from aircraft cabling 11' AFF - Black	33	\$485 00	\$16,005 00
Electrical ELECTRICAL	Emergency Light / Exit combo	2	\$200 00	\$400 00
Electrical ELECTRICAL	3-way switch	2 EA	\$100 00	\$200 00
Ceiling Fans ELECTRICAL	(2) 6 blade 96" (1) new circuit	1	\$6,113 00	\$6,113 00
New LED TV 5892 - Material	New LED TV allowance Samsung Class 7	3	\$800 00	\$2,400 00
TV Mounted Construction Services	TV's mounted / directional	1	\$3,382 00	\$3,382 00
Flooring Construction Services		1	\$0 00	\$0 00
Flooring 5892 - Material		3,905	\$0 00	\$0 00

Items	Description	Qty/Unit	Unit Price	Price
Flooring 5892 - Material		3,550	\$0 00	\$0 00
Flooring 5520 - Special flooring		360	\$0 00	\$0 00
Freight Delivery Charge	Freight Rubber allowance	1	\$350 00	\$350 00
Paint PAINT	New Paint - ALL CMU to 14' AFF - Gloss Enamel 2 color	1	\$5,328 00	\$5,328 00
Paint - Double Doors PAINT	Double door interior painting	1	\$120 00	\$120 00
School Logo PAINT	School Logo allowance YTBD	1	\$0 00	\$0 00
General Conditions Miscellaneous	General Conditional / Construction Management 10%	1	\$12,138 00	\$12,138 00
Overhead & Profit Miscellaneous	Overhead and profit @ 15% In response to discounts based on ALL 3 schools contracting with us We are prepared to offer 2% off of the total overhead profit for the management function only	1	\$18,200 00	\$18,200 00
General Labor Construction Services		1	\$1,280 00	\$1,280 00
Plan Review/ Permits Allowance 1010 - Building permits	Allowance 2%	1	\$3,034 00	\$3,034 00
RECOMMENDATIONS Miscellaneous	New outlets/Plate covers - verify count Roll up door request will need Architectural design	1	\$0 00	\$0 00
**Escalation Clause ** Miscellaneous	In the event of a significant delay or price increase of material, equipment or energy, occurring during the performance of the contract, through no fault of the contractor, the contract sum, time of completion or contract requirements, shall be equitably adjusted, by change order, in accordance with the procedures of the contract documents Any change in price of an item of material, equipment or energy will be considered significant when the price of an item increases by 3%, between the date of this submission and the date of material purchase	1	\$0 00	\$0 00
**Ceiling Option #2** Material Cost	2x2 Radar Black tile 3550 SF	1	\$14,475 00	\$14,475 00

**Total Price: \$130,525.00**

Upon acceptance Bold will perform the services described in the estimate Any additional services requested will incur additional charges and will require changes in writing signed by both parties

A deposit is required to schedule your job, and invoicing is done on a progressive basis

30% Deposit

30% Paid after demo is complete

30% Paid after rough electrical, plumbing, flooring

10% Final payment when all work is complete

There is a 5% charge for Credit Card payments

**Due to price variances with rough material, prices are only good for 15 Days.**

We look forward to providing you with exceptional service and a top notch job Our goal is to earn a reference letter and video testimonial from you after a job well done! Feel free to reach out with any questions you may have!



## OnSite Solutions Inc

---

12725 Stark Road  
Livonia, MI 48150  
Phone (734) 523-8400 Fax (734) 523-8402  
OnSite24hrs.com ~ Tax ID# 36-4540311

Insured     Allen Feigel  
Property    8900 Newburgh Rd  
              Livonia, MI 48150

E-mail    afeigel@livoniaschools.org

Estimator   Jim Garrison  
Position    Project Specialist  
Company    OnSite Solutions Inc  
Business    12725 Stark Road  
              Livonia, MI 48150

Business   (734) 255-2172  
E-mail     Jim@Onsite24hrs.com

**Claim Number:**

**Policy Number:**

**Type of Loss:**

Date of Loss  
Date Inspected

Date Received  
Date Entered    4/19/2023 1:39 PM

Price List    MIDE8X\_APR23  
                  Restoration/Service/Remodel  
Estimate     23-8249-CR

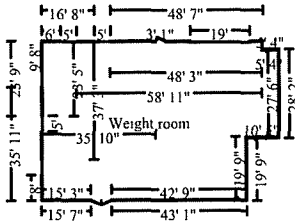


**OnSite Solutions Inc**

12725 Stark Road  
 Livonia, MI 48150  
 Phone. (734) 523-8400 Fax (734) 523-8402  
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**23-8249-CR**

**Main Level**



**Weight room**

**Height: 8'**

1,997 33 SF Walls	3,519 64 SF Ceiling
5,516 97 SF Walls & Ceiling	3,519 64 SF Floor
391 07 SY Flooring	249 67 LF Floor Perimeter
249 67 LF Ceil Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1 Seal brick with masonry sealer	1,997 33 SF	0 00	0 96	45 54	392 58	2,355 56
2 Paint masonry	1,997 33 SF	0 00	1 88	35 95	758 20	4,549 13
3 R&R Suspended ceiling grid - 2' x 2' Black grid	3,519 64 SF	0 25	1 81	156 27	1,481 36	8,888 09
4 R&R Suspended ceiling tile - High grade - 2' x 2' Black tiles (Armstrong or similar with reveal and acoustical rating)	3,519 64 SF	0 28	2 84	422 36	2,280 74	13,684 38
5 Overhead door & hardware - 18' x 8'	1 00 EA	0 00	6,018 94	274 83	1,258 74	7,552 51
6 R&R Cove base molding - rubber or vinyl, 6" high	249 67 LF	0 38	4 09	30 41	229 30	1,375 73
7 Rewire/wire - avg residence - boxes & wiring	1,759 82 SF	0 00	4 72	68 63	1,675 00	10,049 98
Install new lighting, switching and black fans						
8 Epoxy injection - concrete repair (per LF of crack)	78 00 LF	0 00	43 22	7 86	675 82	4,054 84
9 Ceiling fan without light - Premium grade	4 00 EA	0 00	409 62	51 60	338 02	2,028 10
10 Televisions (\$550 allowance) Samsung LED	3 00 EA	0 00	1,200 00	88 56	737 72	4,426 28
Supply, wire and install with mounting system						
<b>Totals Weight room</b>				<b>1,182 01</b>	<b>9,827 48</b>	<b>58,964 60</b>
<b>Total Main Level</b>				<b>1,182.01</b>	<b>9,827.48</b>	<b>58,964.60</b>

**Generals**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
11 Dumpster load - Approx 30 yards, 5-7 tons of debris	2 00 EA	704 00	0 00	0 00	281 60	1,689 60



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**CONTINUED - Generals**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
12 PERMITS AND FEES	1 00 EA	0 00	1,500 00	0 00	300 00	1,800 00
13 Structural engineer (shop drawings for beam included)	1 00 EA	0 00	2,200 00	0 00	440 00	2,640 00
14 Credit for 3 layout project	1 00 EA	0 00	-1,625 00	0 00	-325 00	-1,950 00
<b>Totals Generals</b>				<b>0 00</b>	<b>696 60</b>	<b>4,179 60</b>
<b>Line Item Totals: 23-8249-CR</b>				<b>1,182.01</b>	<b>10,524.08</b>	<b>63,144.20</b>

**Grand Total Areas:**

1,997.33 SF Walls	3,519 64 SF Ceiling	5,516 97 SF Walls and Ceiling
3,519 64 SF Floor	391 07 SY Flooring	249 67 LF Floor Perimeter
0 00 SF Long Wall	0.00 SF Short Wall	249 67 LF Ceil Perimeter
3,519 64 Floor Area	3,603.31 Total Area	1,997 33 Interior Wall Area
2,271 00 Exterior Wall Area	252 33 Exterior Perimeter of Walls	
0 00 Surface Area	0 00 Number of Squares	0 00 Total Perimeter Length
0 00 Total Ridge Length	0 00 Total Hip Length	



**OnSite Solutions Inc**

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12725 Stark Road  
Livonia, MI 48150  
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OnSite24hrs com ~ Tax ID# 36-4540311

**Summary for Dwelling**

Line Item Total	51,438.11
Material Sales Tax	1,182.01
	<hr/>
Subtotal	52,620.12
Overhead	5,262.04
Profit	5,262.04
	<hr/>
<b>Replacement Cost Value</b>	<b>\$63,144.20</b>
<b>Net Claim</b>	<b>\$63,144.20</b>
	<hr/> <hr/>

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Jim Garrison  
Project Specialist



## OnSite Solutions Inc

12725 Stark Road  
Livonia, MI 48150  
Phone (734) 523-8400 Fax (734) 523-8402  
OnSite24hrs.com ~ Tax ID# 36-4540311

### Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (6%)	Storage Tax (6%)
Line Items	5,262.04	5,262.04	1,182.01	0.00
<b>Total</b>	<b>5,262.04</b>	<b>5,262.04</b>	<b>1,182.01</b>	<b>0.00</b>



**OnSite Solutions Inc**

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Phone (734) 523-8400 Fax (734) 523-8402  
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**Recap by Room**

**Estimate: 23-8249-CR**

**Area: Main Level**

**Weight room**

**47,955.11**

**93.23%**

**Area Subtotal: Main Level**

**47,955.11**

**93.23%**

**Generals**

**3,483.00**

**6.77%**

**Subtotal of Areas**

**51,438.11**

**100.00%**

**Total**

**51,438.11**

**100.00%**

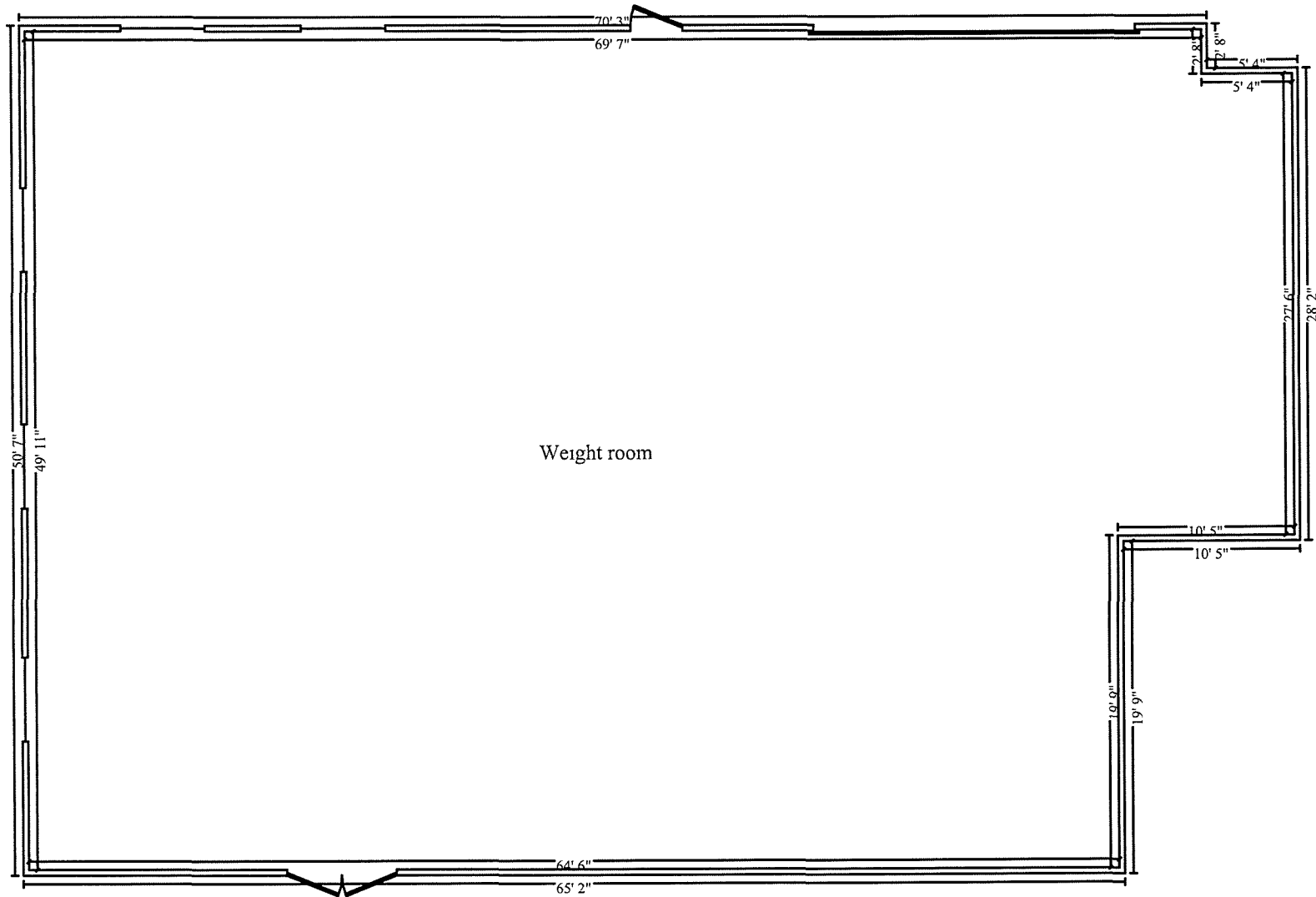


**OnSite Solutions Inc**

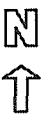
12725 Stark Road  
 Livonia, MI 48150  
 Phone. (734) 523-8400 Fax. (734) 523-8402  
 OnSite24hrs com ~ Tax ID# 36-4540311

**Recap by Category**

<b>O&amp;P Items</b>	<b>Total</b>	<b>%</b>
ACOUSTICAL TREATMENTS	16,366.33	25.92%
CONCRETE & ASPHALT	3,371.16	5.34%
GENERAL DEMOLITION	3,368.28	5.33%
DOORS	6,018.94	9.53%
ELECTRICAL	11,906.35	18.86%
FLOOR COVERING - VINYL	1,021.15	1.62%
PERMITS AND FEES	2,075.00	3.29%
LIGHT FIXTURES	1,638.48	2.59%
PAINTING	5,672.42	8.98%
<b>O&amp;P Items Subtotal</b>	<b>51,438.11</b>	<b>81.46%</b>
Material Sales Tax	1,182.01	1.87%
Overhead	5,262.04	8.33%
Profit	5,262.04	8.33%
<b>Total</b>	<b>63,144.20</b>	<b>100.00%</b>



34



Main Level



6/1

3760 W. Ludington Dr  
 Farwell, MI 48622  
 Phone: 800-248-0270  
 Fax: 888-549-9659  
 www.rogersathletic.com

**Quote for Livonia Public Schools**  
 Quote: 7708  
 Revision: 8  
 Offer Valid Through: 6/30/23  
 Proposed by: Karl Jenkins  
 Phone: (800) 248-0270  
 Email: kjenkins@rogersathletic.com

Quote Reference Number: 7708

**Address Information**

**Bill To:**

Livonia Public Schools  
 15125 Farmington Rd  
 Livonia, Michigan 48154  
 United States

Franklin High School

**Ship To:**

Livonia Public Schools  
 15125 Farmington Rd  
 Livonia, Michigan 48154  
 United States

**Contact Buying:**

Phone:  
 Email:

**Contact Ship:**

Phone:  
 Email:



**Terms and Conditions**

Payment Terms: Net 30 Days

**Livonia Public Schools - weight equipment-WR 2023**

**Products**

Description	Part Number	Qty	Price	Ext Price
Dual XL, Base Color: Navy, Accent Color: Navy, Front Cross Bar: Basic Arch	410980	8	\$3,480.00 USD	\$27,840.00 USD
Pendulum Power Lock-N-Load Hooks (Pair) Attachment	410855	16	\$0.00 USD	\$0.00 USD
Pendulum Front Safety Bar (Pair) Attachment	410830	16	\$0.00 USD	\$0.00 USD
Docking FTS Synchro Bench, Base Color: Navy, Seat: Narrow Black	410984	16	\$1,410.00 USD	\$22,560.00 USD
Pro Glute Ham, Base Color: Navy, Accent Color: Navy, FootRest: Fixed, Thi	410836	5	\$2,534.00 USD	\$12,670.00 USD
Pro 3-Way Row, Base Color: Navy, Accent Color: Red, Seat: Molded, Weight Ho	410613	4	\$3,300.00 USD	\$13,200.00 USD
Dumbbell Rack 89", Base Color: Navy, Top Tier: Dumbbell Coated Shelf, Middl	410846	2	\$1,190.00 USD	\$2,380.00 USD
Dumbbell Rack 55" 2 Tier, Base Color: Navy, Top Tier: Dumbbell Coated Shelf, Bottom Tier: Dumbbell Coated Shelf	410976	1	\$715.00 USD	\$715.00 USD
Intek 7' Triple Needle Bearing Olympic Bar - Hard Chrome	purch	16	\$100.00 USD	\$1,600.00 USD
Bridge 82" Single w/ Ball Grip , Base Color: Red	411543	12	\$455.00 USD	\$5,460.00 USD
1 Set Avus LJC-Pro Lock Jaw Collar	409167	25	\$44.00 USD	\$1,100.00 USD
Intek-1 Single 45lb Black Urethane Olympic Bumper plate	purch	96	\$199.00 USD	\$19,104.00 USD

Intek-1 Single 25lb Black Urethane Olympic Bumper plate	purch	48	\$126.00 USD	\$6,048.00 USD
Intek-1 Single 10lb Black Urethane Olympic Bumper plate	purch	40	\$73.00 USD	\$2,920.00 USD
Intek- 5lb Urethane Encased Olympic Plate (Single)	purch	42	\$8.00 USD	\$336.00 USD
Intek- 2.5lb Urethane Encased Olympic Plate (Single)	purch	32	\$9.50 USD	\$304.00 USD
Intek-Armor Series Solid Urethane DB Set 5-50x5	purch	2	\$3,200.00 USD	\$6,400.00 USD
Intek-Armor Series Solid Urethane DB Set 55-100x5	purch	2	\$5,480.00 USD	\$10,960.00 USD
Intek-Custom Urethane In-Lay Bumper Plate Logo (per logo)	purch	292	\$17.00 USD	\$4,964.00 USD
Intek-Custom Urethane In-Lay Dumbbell Logo (per logo)	purch	120	\$14.00 USD	\$1,680.00 USD
Pro Lat Pull Machine, Base Color: Navy, Accent Color: Red, Seat: Molded, We	410604	4	\$4,100.00 USD	\$16,400.00 USD
Weight Tree, Base Color: Navy, Storage Horn. None	410857	1	\$539.00 USD	\$539.00 USD
Super bridge that goes side to side to connect Rack over isle with logo	-Custom	1	\$2,900.00 USD	\$2,900.00 USD
Powersystems Light Strength Band	purch	32	\$15.00 USD	\$480.00 USD
Powersystems Medium Strength Band	purch	32	\$20.00 USD	\$640.00 USD
Powersystems Heavy Strength Band	purch	32	\$25.00 USD	\$800.00 USD
Soft Plyo Boxes navy 18"	purch	16	\$390.00 USD	\$6,240.00 USD
Soft Plyo Boxes navy 24"	purch	16	\$470.00 USD	\$7,520.00 USD
Embroidered Log head wraps for benches	purch	22	\$90.00 USD	\$1,980.00 USD
Above rack logo plate	-Custom	16	\$190.00 USD	\$3,040.00 USD
Troy Dual Grip Hex Bar	purch	8	\$185.00 USD	\$1,480.00 USD
Pendulum Front Band Attachment (Pair) Attachment	410643	16	\$279.00 USD	\$4,464.00 USD
Power Stack Hi-Low, Base Color: Navy, Accent Color: Navy	410833	4	\$3,679.00 USD	\$14,716.00 USD

### Services

Description	Qty	Price	Ext Price
Installation Services	1	\$5,200.00 USD	\$5,200.00 USD

### Additional Charges/Credits

Description	Qty	Price	Ext Price
Shipping & Freight	1	\$3,700.00 USD	\$3,700.00 USD

### Alternates

Description	Part Number	Qty	Price	Ext Price
-------------	-------------	-----	-------	-----------

Products Total:	\$201,440.00 USD
Services Total:	\$5,200.00 USD
Additional Charges/Credits Total:	\$3,700.00 USD
Alternates Total:	\$0.00 USD
<b>*Net Total:</b>	<b>\$210,340.00 USD</b>

**Quote Comments**

**Specific Terms**

Assembly required on Sleds/Chutes

Quoted price does not include any State and/or Local Taxes unless specified in the quotation

\*Quoted Net Total does not include Alternate items, Ask for a quote revision after approving or rejecting Alternates to see an updated Net Total

Lead time is estimated and varies based on manufacturing capacity Actual ship date will be determined at placement of order. Shipping rates are subject to change Freight Terms: FOB Clare – MI

Rogers Athletic collects tax in the following states AL CA CO FL GA IL IN MI NJ PA TX WA

These can be forwarded to the following email address: taxexemptions@rogersgrp.com

All Labor and costs associated with docking, unloading, transferring or set up of the equipment and removal of debris are not included unless specified in the quotation

Configured parts or part numbers ending in '-Custom' will have a production suffix added to the part number upon sales order creation and may appear different on invoices

Visa – Mastercard – American and Discover Accepted

**Order Authorization**

**Date**

*All rights reserved. Copyright Rogers Group, Inc*

6/6/23

**CONCEPT**

#23-FHS-S2



**COMMERCIAL GENERAL CONTRACTORS**

36959 AMRHEIN RD.

LIVONIA, MI 48150

MAIN: 734.838.5900

[WWW.MATICKCONSTRUCTION.COM](http://WWW.MATICKCONSTRUCTION.COM)

PREPARED FOR:

DUSTY HALL

**FRANKLIN HIGH SCHOOL**

31000 JOY RD.

LIVONIA, MI 48150

**EXISTING WEIGHT ROOM REFRESH. CONCEPTUAL PRICING ONLY.  
ACTUAL PRICING WILL BE PREPARED ONCE FINAL SCOPE  
IS DEFINED AND ALL SPECIFICATIONS ARE SELECTED**

**PRICING AND SCOPE BASED ON FRANKLIN H.S. LOCATION**

<b>DESCRIPTION OF WORK:</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>BUDGET COST</b>	<b>SUBTOTAL</b>
<b>DEMOLITION:</b>					
Waste for masonry spoils	1	EA	\$550.00	\$550.00	
Subtotal				\$550.00	\$550.00
<b>ELECTRICAL:</b>					
Emergency light/Exit combo	2	EA	\$325.00	\$650.00	
3-way switch	2	EA	\$90.00	\$180.00	
BigAss Fan (Black) - 72" - 84" VERIFY	2	EA	\$3,200.00	\$6,400.00	
Mount fans	2	EA	\$750.00	\$1,500.00	
Fan power - Dedicated	2	EA	\$750.00	\$1,500.00	
Water cooler power - (PIPED)	1	EA	\$350.00	\$350.00	
New LED Tv's - Allowance - Samsung 75" - METHOD/PLACEMENT TBD	4	EA	\$1,200.00	\$4,800.00	
Tv's Mounted/directional	4	EA	\$240.00	\$960.00	
Subtotal				\$16,340.00	\$16,340.00
<b>AUDIO/LOW VOLTAGE:</b>					
Octasound ceiling mount speakers	2	EA	\$1,490.00	\$2,980.00	
Low voltage wiring	4	EA	\$350.00	\$1,400.00	
Mounting provisions - Uni-strut/Threaded rod to deck	2	EA	\$450.00	\$900.00	
Audio system - WIFI/Bluetooth - Allowance	1	EA	\$2,000.00	\$2,000.00	
Digital (Large) GYM clock w/power - ALLOWANCE	1	EA	\$550.00	\$550.00	
Subtotal				\$7,830.00	\$7,830.00
<b>MIRRORS:</b>					
Mirror removal - TBD	1	ALL	\$0.00	\$0.00	
Subtotal				\$0.00	\$0.00

END PAGE ONE



# SPEC (Rogers Flooring) ATHLETIC

2951 Marina Bay Dr. Suite 130, #491 League City, TX 77573  
 O: 815-254-4414 | F: 815-254-4761  
 www.specathletic.com

Date: April 26, 2023

<b>Project:</b>	<b>Livonia Franklin HS</b>		
<b>To:</b>	<b>Delivery:</b>	<b>Email:</b>	
<b>Addendums:</b>	<b>Date of Plans:</b>		

Quantity	Units	Scope of Work	Unit Price	Total Price
<b>SECTION 09 65 66 - Resilient Athletic Flooring</b>				
3,665	SF	Prep Existing Rubber Floor	\$ 0.50	\$ 1,832.50
3,665	SF	Supply & Install Regupol Aktiv Plus 12mm in 35%	\$ 10.45	\$ 38,299.25
16	EA	Inlaid Platforms with Avalanche Gray and a logo in the center	\$ 1,100.00	\$ 17,600.00
1	EA	Parrot Head Logo 6' x 6'	\$ 2,945.00	\$ 2,945.00
250	LF	Standard Black 4" Cove Base	\$ 3.00	\$ 750.00
6	LF	Transitions	\$ 7.00	\$ 42.00
				\$ -
<b>Tax:</b>				
<b>Total:</b>				<b>\$ 61,468.75</b>

<b>Estimating:</b>	Henry Proud	<a href="mailto:henry@specathletic.com">henry@specathletic.com</a>	<b>Signature of Acceptance:</b>
<b>Sales:</b>	Kevin Cassidy	<a href="mailto:kevin@specathletic.com">kevin@specathletic.com</a> Cell: (614)-736-1533	<b>Date:</b>

**Comments:** Includes standard wage rates; non-prevailing, non-union. Owner Must Provide a 60-Amp Braker with 3 Phase Power Within 75' Of Gym/Workspace.

**Standard Exclusions:** Moisture remediation. Demo. Dumpsters. Bleachers. Volleyball Sleeves. Generators. Final clean up. Protection of work after installation. Major prep & leveling or smoothing of substrate other than light sanding & sweeping. We assume installation over clean, dry, & level substrate.

Excludes patching & leveling. Extra costs for patching & leveling:

- Patching & skim coating - \$50 per bag of Feather Finish.
- Leveling - \$110 per bag of self-leveling underlayment.

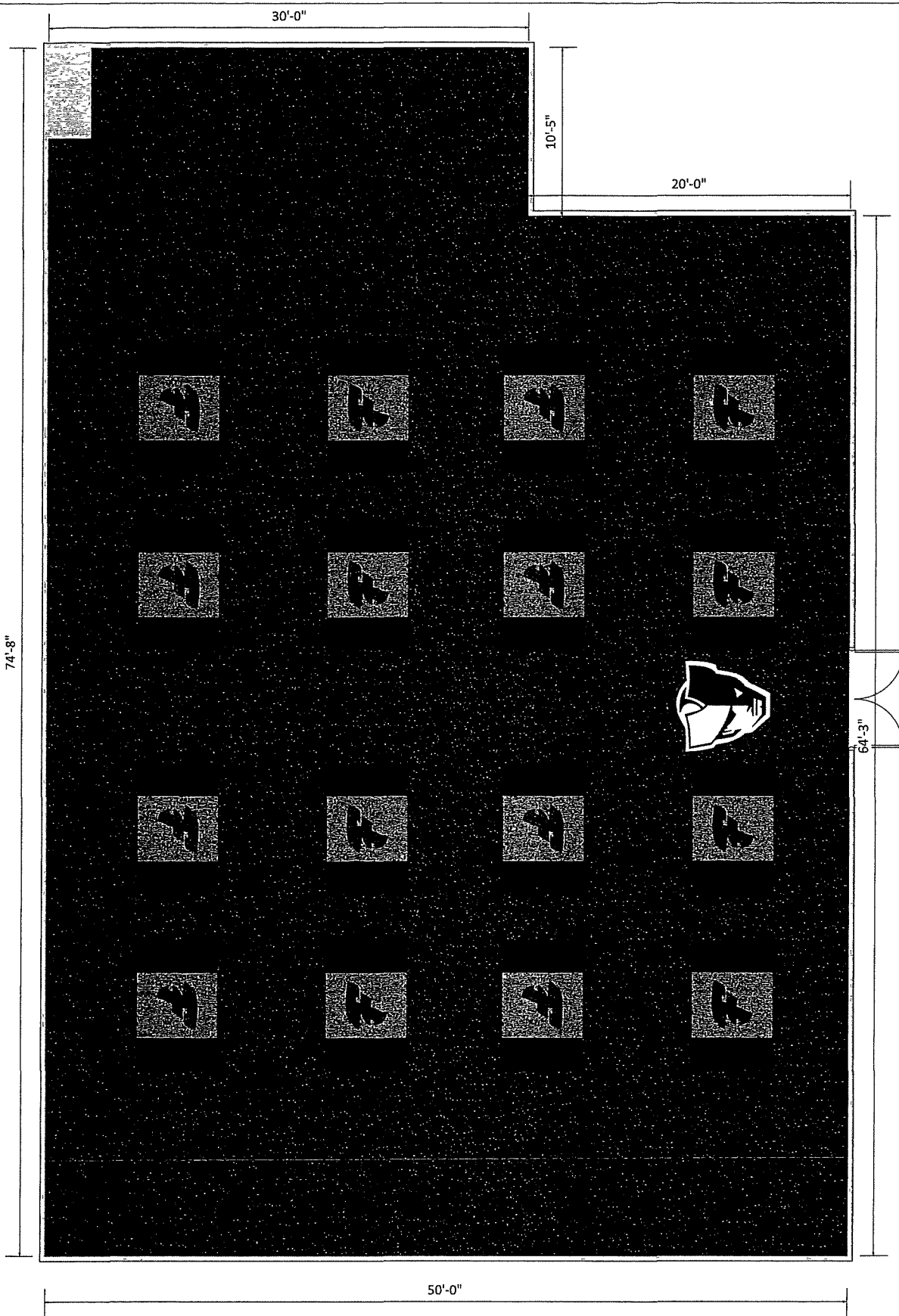
**Terms:** 75% due upon receiving a signed PO or quote, 25% due upon convenience fee at the time of invoicing. All accounts with a balance. Material pricing is subject to manufacturer increases & or material stock of invoicing if tax exempt form is not received.

Due to the current volatility in both supply chains & international charges Freight charges will need to be confirmed at time of shipping.

FHS

Recommend

...ssed a 3%  
 ...very 30 days.  
 ...be added at the time  
 ...d for 30 days.



Spec Athletic Flooring  
 23824 W Andrew Rd, Ste 101  
 Plainfield, IL 60585  
 815-254-4414

Livonia Franklin High School

4/24/23

Version 1.1

\*\*NOTE: Colors may vary slightly due to screen resolution, please see physical samples for accurate color representation

**BSNSPORTS**PO Box 841393  
Dallas, TX 75284-1393  
Phone 800-527-7510 Fax 800-899-0149  
Visit us at www.bsnsports.com

5/4

**Quote**Cart #: 9997627  
Purchase Order # Weight Room 2  
Cart Name: Franklin HS Weight Room 3  
Quote Date: 04/27/2023  
Quote Valid-to: 05/21/2023  
Payment Terms: NT30  
Ship Via:  
Ordered By: xContact Your Rep  
Joe Pesci Email jpesci@bsnsports.com | Phone 734-730-7872Sold to  
1442510  
FRANKLIN HIGH SCHOOL  
3100 JOY RD  
LIVONIA MI 48150-3916  
USAShip To  
1442510  
FRANKLIN HIGH SCHOOL  
3100 JOY RD  
LIVONIA MI 48150-3916  
USAPayer  
1442510  
FRANKLIN HIGH SCHOOL  
3100 JOY RD  
LIVONIA MI 48150-3916  
USA

Item Description	Qty	Unit Price	Total
<b>WF - Varsity Double Rack</b> Item # - 1378745	8 EA	\$ 4,319 00	\$ 34,552 00
<b>WF - Flat-To-90 Bench w/Transport Wheels</b> Item # - 1378759	16 EA	\$ 699 00	\$ 11,184 00
<b>WF - 6' Bridge with Grip Balls</b> Item # - 1390943	8 EA	\$ 448 00	\$ 3,584 00
<b>WF - Glute Ham Machine</b> Item # - 1378778	5 EA	\$ 799 00	\$ 3,995 00
<b>Lock-Jaw PRO 2 Barbell Collar - Black</b> Item # - 1395572	25 PR	\$ 39 00	\$ 975 00
<b>Rubber Dumbbell Set (5-50 lb.)</b> Item # - 1390920	2 SET	\$ 1,049 00	\$ 2,098 00
<b>Rubber Dumbbell Set (55-100 lb.)</b> Item # - 1390922	2 SET	\$ 2,799 00	\$ 5,598 00
<b>WF - 10' - 3 Tier Dumbbell Rack</b> Item # - 1378810	4 EA	\$ 879 00	\$ 3,516 00
<b>V 45lb Bumper Custom Graphics</b> Item # - NSPHG	72 EA	\$ 86 40	\$ 6,220 80
<b>Wright 25lb Bumper Custom Graphics</b> Item # - NSPHG	36 EA	\$ 57 97	\$ 2,086 92
<b>WF - Stack Lat Pulldown/Low Row (SEL)</b> Item # - 1378833	4 EA	\$ 3,645 00	\$ 14,580 00
<b>3 in 1 Plyo Cube</b> Item # - 1455257	16 EA	\$ 405 00	\$ 6,480 00
<b>Light Reactor Strength Band</b> Item # - 1455156	16 EA	\$ 18 89	\$ 302 24
<b>Medium Reactor Strength Band</b> Item # - 1455157	16 EA	\$ 23 00	\$ 368 00
<b>Heavy Reactor Strength Band</b> Item # - 1455158	16 EA	\$ 29 00	\$ 464 00
<b>Ultra Heavy Reactor Strength Band</b> Item # - 1455159	16 EA	\$ 47 00	\$ 752 00
<b>Super Heavy Reactor Strength Band</b> Item # - 1457082	16 EA	\$ 62 00	\$ 992 00
<b>Rubber Flooring/Platforms Installed</b> Item # - NSPHG	1 EA	\$ 67,003 71	\$ 67,003 71
<b>3 Way Row Machine</b> Item # - NSPHG	4 EA	\$ 1,250 00	\$ 5,000 00
<b>OLYMPIC BAR 1500 LB BLACK OXIDE</b> Item # - 1101248	8 EA	\$ 297 49	\$ 2,379 92
<b>Trap/Hip Hex Bar</b> Item # - 1455250	16 EA	\$ 279 99	\$ 4,479 84
<b>WF - Land-Mine</b> Item # - 1378757	16 EA	\$ 239 99	\$ 3,839 84
<b>WF - One Leg Squat Attachment</b> Item # - 1378756	16 EA	\$ 280 49	\$ 4,487 84
<b>Custom Logo'd Bridge</b> Item # - NSPHG	1 EA	\$ 4,675 00	\$ 4,675 00

Subtotal \$189,614 11

42



Quote	
Cart #:	9997627
Purchase Order #:	Weight Room 2
Cart Name:	Franklin HS Weight Room 3
Quote Date:	04/27/2023
Quote Valid-to:	05/21/2023
Payment Terms:	NT30
Ship Via:	
Ordered By:	x

Item Description	Qty	Unit Price	Total
Other			\$0 00
Freight			\$6,051 95
Sales Tax			\$0 00
Order Total			\$195,666.06
Payment/Credit Applied			\$0.00
<b>Order Total:</b>			<b>\$195,666.06</b>

**EZ Strength**



**Livonia Franklin**  
31000 Joy Road  
Livonia, MI 48150

**April 21, 2023**

**EZ STRENGTH LLC**

2312 Draper Ave., Ypsilanti, MI 48197

ConnorJRice17@gmail.com

248-797-4700

<b>Equipment, Gear &amp; Accessories</b>	<b>Quantity</b>	<b>Code</b>
Ultra Pro G2 8' Base Double Half Rack	8	700155
Rack Bridge Connector Chin Up Bar (95")	8	XM95-0006-LOGO
Adjustable Bench with slipcover	22	418060SU
Ultra Pro Cable Stack Lat/Low Row Combo 8'	4	712001
Olympic Bar	18	608000
Vertical Tree Rack	2	509084
Competition Bumper Plate Black 17 7" - 25lb w/ Logo Black (Pair)	18	PL-BP-25B-COMP-LOGO
Competition Bumper Plate Black 17 7" - 45lb w/ Logo Black (Pair)	36	PL-BP-45B-COMP-LOGO
International Hex Bar, Dual Grip, Chrome Finish	8	AOT-56
Troy 12-Sided Urethane Dumbbells (5-50lb set)	2	TSD-005-050U
Troy 12-Sided Urethane Dumbbells (55-100lb set)	2	TSD-055-100U
Troy Dumbbell Rack (3 Tier 15 pair)	4	DR-15
UCS Glute Ham Machine	5	A-630613
G2 Plyo Boxes with Custom Logo (12", 18", 24")	5	A-540281
3 Way Plate Loaded Row	4	IL-ROW
Green Bands	20	GREQ2
Tubing Set (Y, G, R, Bl, Blk)	20	RESY, G, R, Bu, Bk
Lock Jaw Elite Weight Clips (Pair)	25	
<b>Equipment Totals</b>		
<b>SALES TAX (6% of Assets)</b>		
<b>SHIPPING</b>	1	
<b>INSTALLATION &amp; PARTS</b>	1	
<b>TOTAL CAPITAL ASSETS</b>	<b>1</b>	

<b>Retail</b>	<b>Retail Total</b>	<b>Wholesale</b>	<b>Wholesale Total</b>
\$6,044.00	\$48,352.00	\$4,875.00	\$39,000.00
\$606.00	\$4,848.00	\$450.00	\$3,600.00
\$1,348.00	\$29,656.00	\$830.00	\$18,260.00
\$2,593.00	\$10,372.00	\$2,100.00	\$8,400.00
\$502.00	\$9,036.00	\$400.00	\$7,200.00
\$462.00	\$924.00	\$420.00	\$840.00
\$271.00	\$4,878.00	\$200.00	\$3,600.00
\$406.00	\$14,616.00	\$288.00	\$10,368.00
\$287.40	\$2,299.20	\$206.99	\$1,655.92
\$4,727.26	\$9,454.52	\$3,142.78	\$6,285.56
\$9,416.40	\$18,832.80	\$6,260.23	\$12,520.46
\$1,242.10	\$4,968.40	\$894.60	\$3,578.40
\$4,761.00	\$23,805.00	\$4,550.00	\$22,750.00
\$1,984.00	\$9,920.00	\$1,900.00	\$9,500.00
\$3,089.00	\$12,356.00	\$2,800.00	\$11,200.00
\$25.95	\$519.00	\$20.00	\$400.00
\$60.00	\$1,200.00	\$40.00	\$800.00
\$50.00	\$1,250.00	\$40.00	\$1,000.00
	<b>\$207,286.92</b>		<b>\$160,958.34</b>
\$20,000.00	<b>\$20,000.00</b>	\$17,000.00	<b>\$17,000.00</b>
\$5,000.00	<b>\$5,000.00</b>	\$3,000.00	<b>\$3,000.00</b>
	<b>\$232,286.92</b>		<b>\$180,958.34</b>





<b>Equipment, Gear &amp; Accessories</b>	<b>Quantity</b>	<b>Code</b>
Keiser Performance Trainer	2	003010BP
Keiser Mounting Kit to Wall	2	300818B
Keiser Small Compressor 115V 60H-BLK	1	001021B
Keiser Air System Installation Parts:		
Feet of 3/8" tubing	100	953101
Union 1/2C x 3/8C	1	008026
Union Tee 3/8C	2	008101
Union Elbow 3/8	2	008250
Single Outlet 3/8	2	100894
Plastic Plug 3/8	2	105053
Ultra Pro Landmine	12	709007
Ultra Pro Receptacle (Landmine & Pegs)	12	709250
Ultra Pro Split Squat Roller	12	709041
Ultra Pro Dip Attachment	12	709088
Ultra Pro Plyo Step	12	709092
Ultra Pro Storage Post (for storing Above)	10	709104
Bumper Storage Rack	8	509085
Medicine Ball 6#	10	600000
Medicine Ball 8#	10	600001
Medicine Ball 10#	10	600002
Medicine Ball 12#	10	600003
Medicine Ball 14#	10	600004
Medicine Ball 16#	10	600005
Bumper Plate - 17 7"-10LB w/ Logo Economy Black (Pair)	24	PL-BP-10B-OS-LOGO
Kettle Bell Cast Iron 5#	2	KB-005G2
Kettle Bell Cast Iron 10#	2	KB-010G2
Kettle Bell Cast Iron 20#	2	KB-020G2
Kettle Bell Cast Iron 30#	2	KB-030G2
Kettle Bell Cast Iron 40#	2	KB-040G2
Troy 12-Sided Rubber Dumbbells (5-50lb set)	2	TSD-005-050R
Troy 12-Sided Rubber Dumbbells (55-100lb set)	2	TSD-055-100R
Troy 12-Sided Rubber Dumbbells (8lb)	2	TSD-008R
Troy 12-Sided Rubber Dumbbells (12lb)	2	TSD-012R
Trak X Flooring System	12	TX2TX48
Trak X Installation Kit	12	TXIK1F
PerformX Belts	24	MS1BT
Light Jump Band Sets	10	PX2JX3
Medium Jump Band Sets	8	PX3JX4
Heavy Jump Band Sets	8	PX3JX5
Single Leg Squat Roller	4	401479
Floor Glute & Hamstring Developer	4	400939
Prone Leg Curl	2	
Dual Cable Cross	0	G624
Side Winder	8	SDWND

<b>Retail</b>	<b>Retail Total</b>	<b>Wholesale</b>	<b>Wholesale Total</b>
\$3,940.00	\$7,880.00	\$3,546.00	\$7,092.00
\$218.00	\$436.00	\$196.20	\$392.40
\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
\$0.54	\$54.00	\$0.54	\$54.00
\$10.59	\$10.59	\$10.59	\$10.59
\$8.18	\$16.36	\$8.18	\$16.36
\$6.18	\$12.36	\$6.18	\$12.36
\$25.53	\$51.06	\$25.53	\$51.06
\$1.04	\$2.08	\$1.04	\$2.08
\$96.00	\$1,152.00	\$72.00	\$864.00
\$75.00	\$900.00	\$72.00	\$864.00
\$282.00	\$3,384.00	\$230.00	\$2,760.00
\$306.00	\$3,672.00	\$250.00	\$3,000.00
\$327.00	\$3,924.00	\$265.00	\$3,180.00
\$845.00	\$8,450.00	\$685.00	\$6,850.00
\$364.00	\$2,912.00	\$350.00	\$2,800.00
\$33.00	\$330.00	\$24.00	\$240.00
\$40.00	\$400.00	\$24.00	\$240.00
\$45.00	\$450.00	\$27.00	\$270.00
\$50.00	\$500.00	\$32.00	\$320.00
\$55.00	\$550.00	\$36.00	\$360.00
\$60.00	\$600.00	\$40.00	\$400.00
\$240.00	\$5,760.00	\$174.00	\$4,176.00
\$11.96	\$23.92	\$8.61	\$17.22
\$24.90	\$49.80	\$17.94	\$35.88
\$49.80	\$99.60	\$35.87	\$71.74
\$74.70	\$149.40	\$53.81	\$107.62
\$99.60	\$199.20	\$71.73	\$143.46
\$1,981.36	\$3,962.72	\$1,427.02	\$2,854.04
\$5,549.32	\$11,098.64	\$3,996.73	\$7,993.46
\$28.64	\$57.28	\$20.62	\$41.24
\$42.96	\$85.92	\$30.94	\$61.88
\$320.00	\$3,840.00	\$300.00	\$3,600.00
\$100.00	\$1,200.00	\$80.00	\$960.00
\$75.00	\$1,800.00	\$75.00	\$1,800.00
\$150.00	\$1,500.00	\$140.00	\$1,400.00
\$150.00	\$1,200.00	\$140.00	\$1,120.00
\$150.00	\$1,200.00	\$140.00	\$1,120.00
\$115.00	\$460.00	\$115.00	\$460.00
\$590.00	\$2,360.00	\$590.00	\$2,360.00
\$7,500.00	\$15,000.00	\$6,000.00	\$12,000.00
\$8,999.00	\$0.00	\$5,400.00	\$0.00
\$27.95	\$223.60	\$20.00	\$160.00

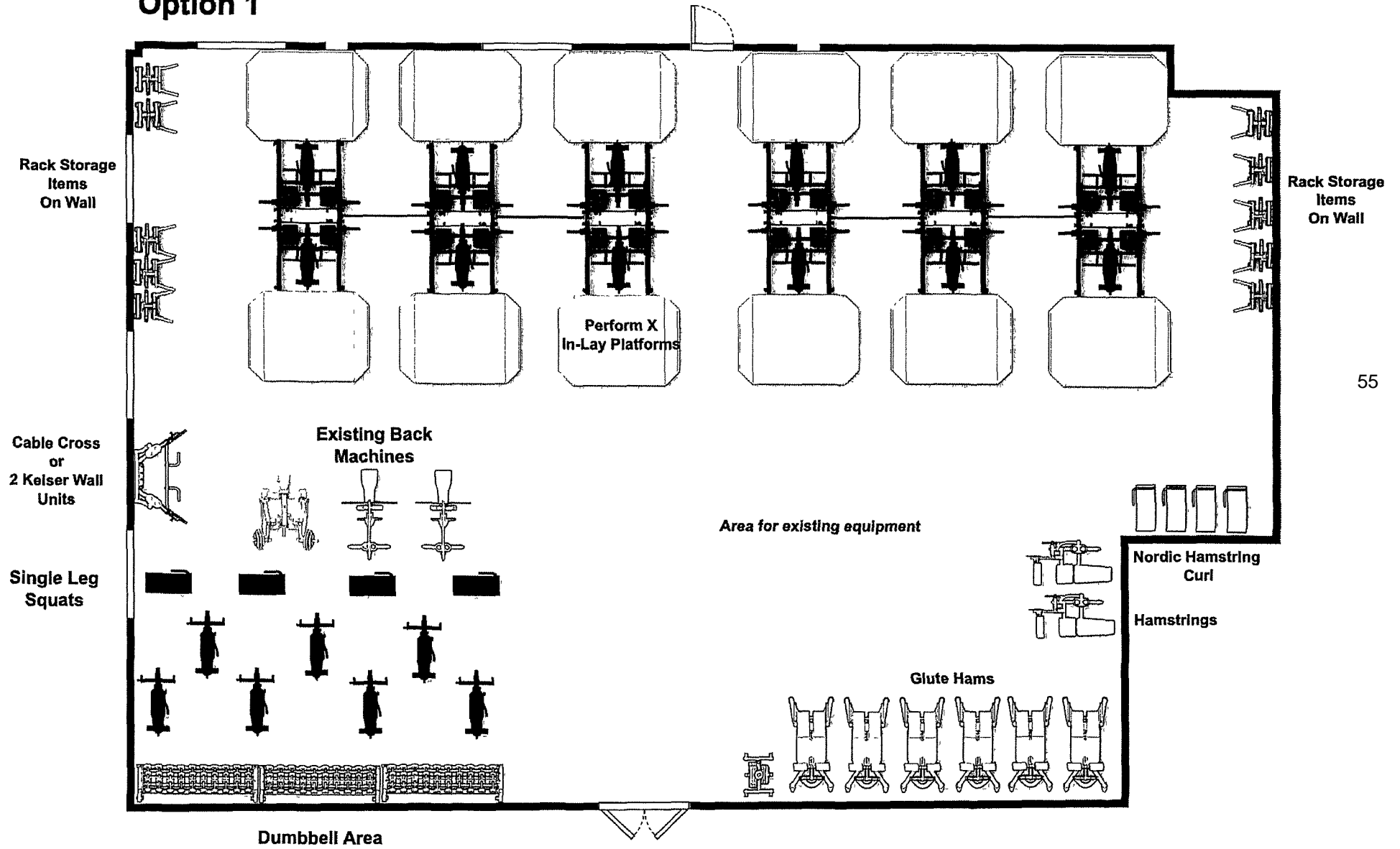


Deluxe Med Ball Rack (20 balls)	1	MBR3
Custom built-in Ball Rack	1	Custom
Wall Ball 8b	1	MB08
Wall Ball 10b	2	MB10
Wall Ball 12b	2	MB12
Wall Ball 14b	1	MB14
Wall Ball 16b	1	MB16
Wall Ball 20b	1	MB20
<b>Equipment Totals</b>		
<b>FLOORING</b>		
FLOORING - Ecore 1" Everlast Ultra 2' x 2' Rubber Tile (BLACK) 902 tiles	3608	EL00
FLOORING - Ecore 1" Everlast Ultra 2' x 2' Rubber Tile (Blue) - Platform drop zones (48 tiles - 4 per platform)	192	EL500
FLOORING - Ecore quad block. (1 block per Ultra Tile)	950	EL00
GLUE - 28 oz of Egrip III Adhesive (1 per 40 quad blocks)	20	Glue
Ecore Reducer	3	EL00
FLOORING - Ecore Everlast 8mm Rolled Rubber BLACK (4' wide rolls)	0	EL00
GLUE - 4 gallon Egrip	0	Glue
<b>Flooring Totals</b>		

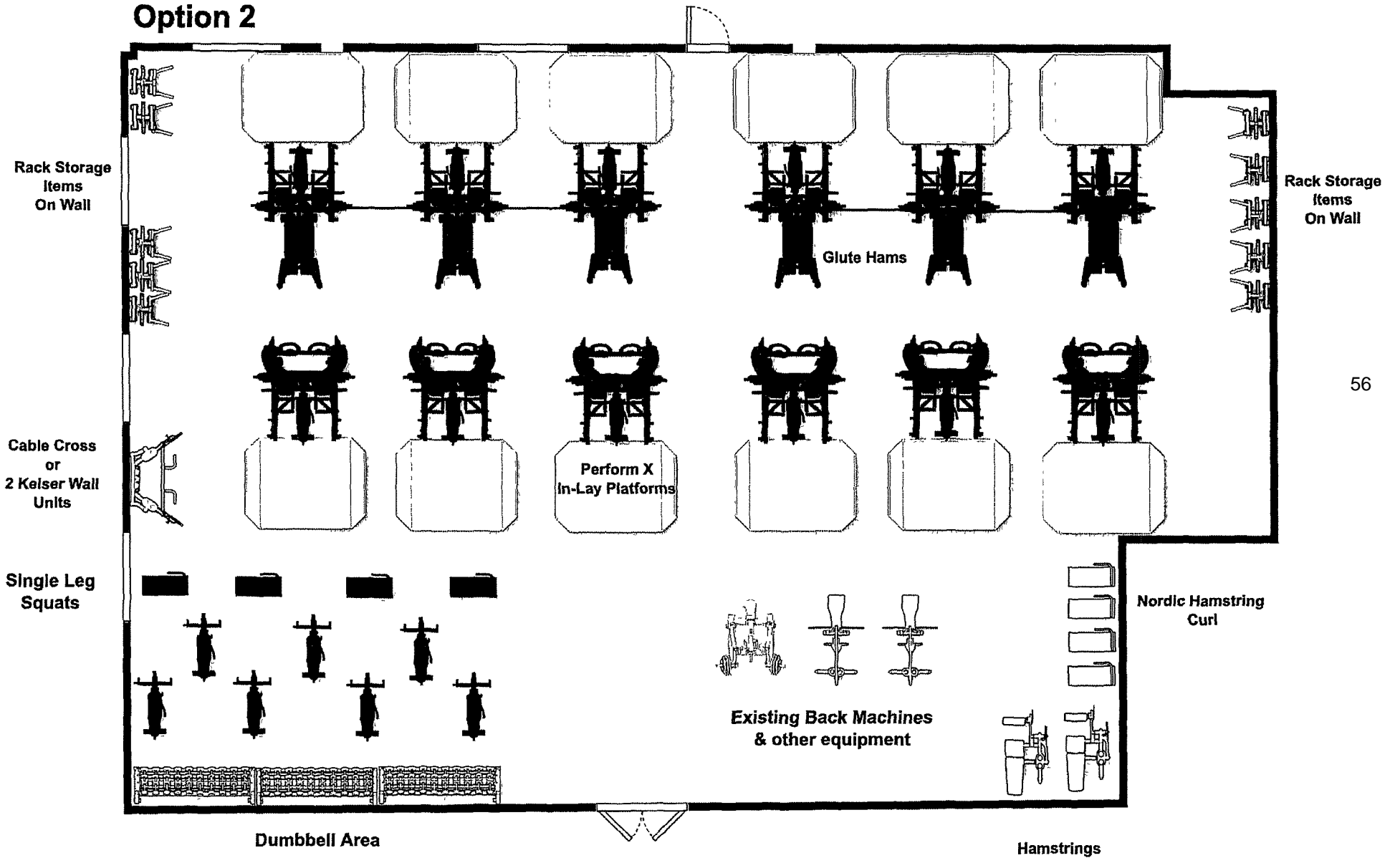
\$537.78	\$537.78	\$350.00	\$350.00
\$700.00	\$700.00	\$500.00	\$500.00
\$95.00	\$95.00	\$90.00	\$90.00
\$100.00	\$200.00	\$95.00	\$190.00
\$105.00	\$210.00	\$100.00	\$200.00
\$111.00	\$111.00	\$108.00	\$108.00
\$117.00	\$117.00	\$113.00	\$113.00
\$130.00	\$130.00	\$125.00	\$125.00
	<b>\$89,757.31</b>		<b>\$73,637.39</b>
\$8.98	\$32,399.84	\$6.25	\$22,550.00
\$12.34	\$2,369.28	\$8.50	\$1,632.00
\$2.94	\$2,793.00	\$2.00	\$1,900.00
\$27.60	\$552.00	\$18.00	\$360.00
\$37.19	\$111.57	\$25.00	\$75.00
\$2.93	\$0.00	\$2.25	\$0.00
\$271.46	\$0.00	\$230.00	\$0.00
	<b>\$38,225.69</b>		<b>\$26,517.00</b>



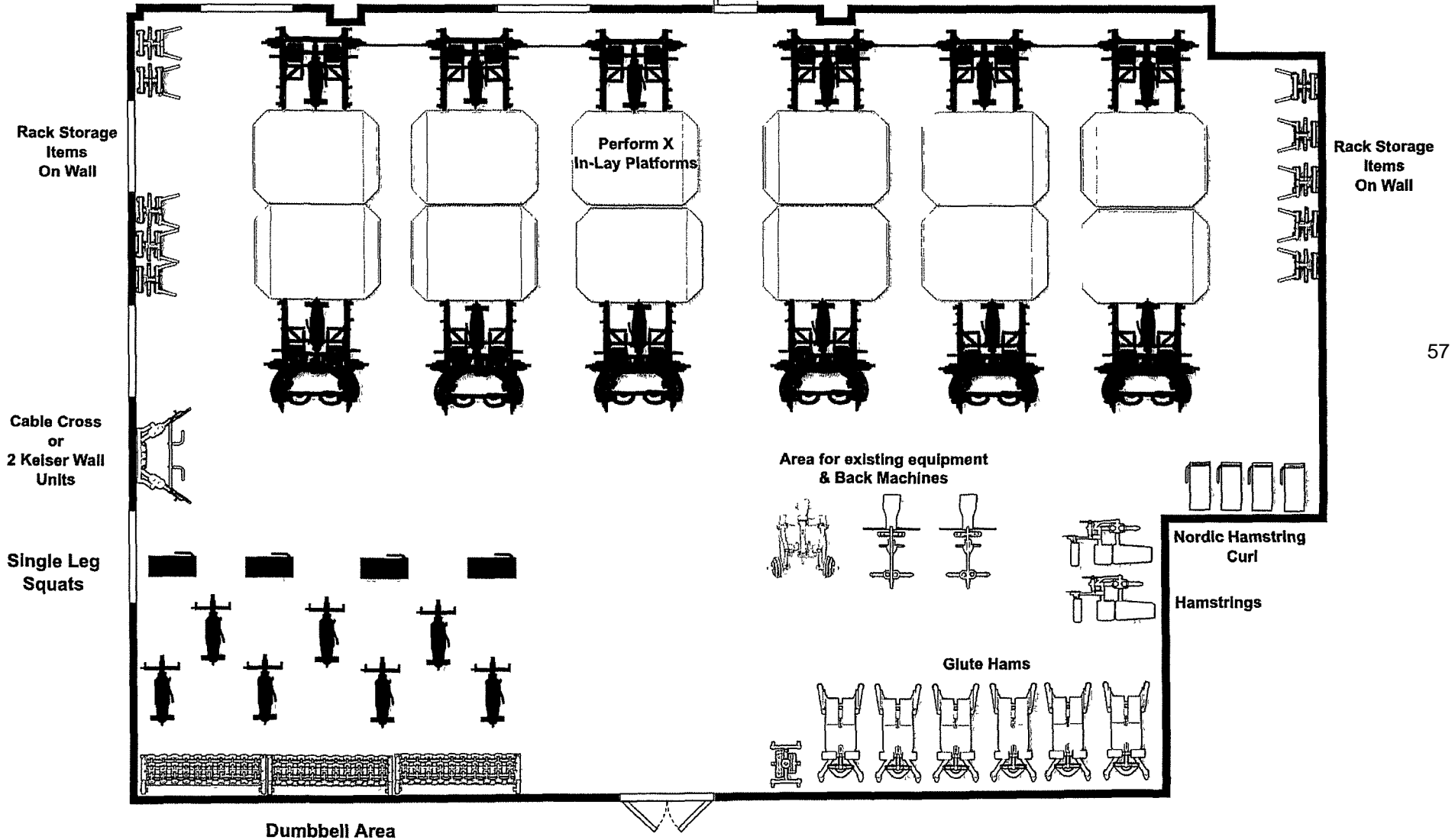
**Livonia Franklin**  
**SF: 3,500**  
**Option 1**



**Livonia Franklin**  
**SF: 3,500**  
**Option 2**



**Livonia Franklin**  
**SF: 3,500**  
**Option 3**





JOHN HALL <jhall9@livoniapublicschools.org>

## Fwd: Weight Room Layouts

1 message

**CHRISTOPHER KELBERT** <ckelbert@livoniapublicschools.org>  
To: JOHN HALL <jhall9@livoniapublicschools.org>

Mon, Apr 24, 2023 at 8:18 AM

----- Forwarded message -----

From: **Connor Rice** <connorrice17@gmail.com>  
Date: Fri, Apr 21, 2023 at 1:09 PM  
Subject: Weight Room Layouts  
To: <ckelbert@livoniapublicschools.org>  
Cc: Dan Mozes <dmozes@ethosperform.com>

Chris

Attached are a couple of options for the weight room. I'm happy to discuss this over the phone or in person. We can continue to adapt and make changes based on how you would like this to look. Regardless of which layout we go with, the rough estimate came out to about the same number (between \$200,000 and \$225,000). So let's just say \$215,000 to play it safe.

I was conservative with this estimate as well. I added the 1" thick flooring since the space is only 3,500 SF. I also added a couple Keiser Air pieces. These are the top of the line products. If it doesn't fit into the budget, I have alternative options. Let me know your thoughts and if you would like to discuss further

Thanks!

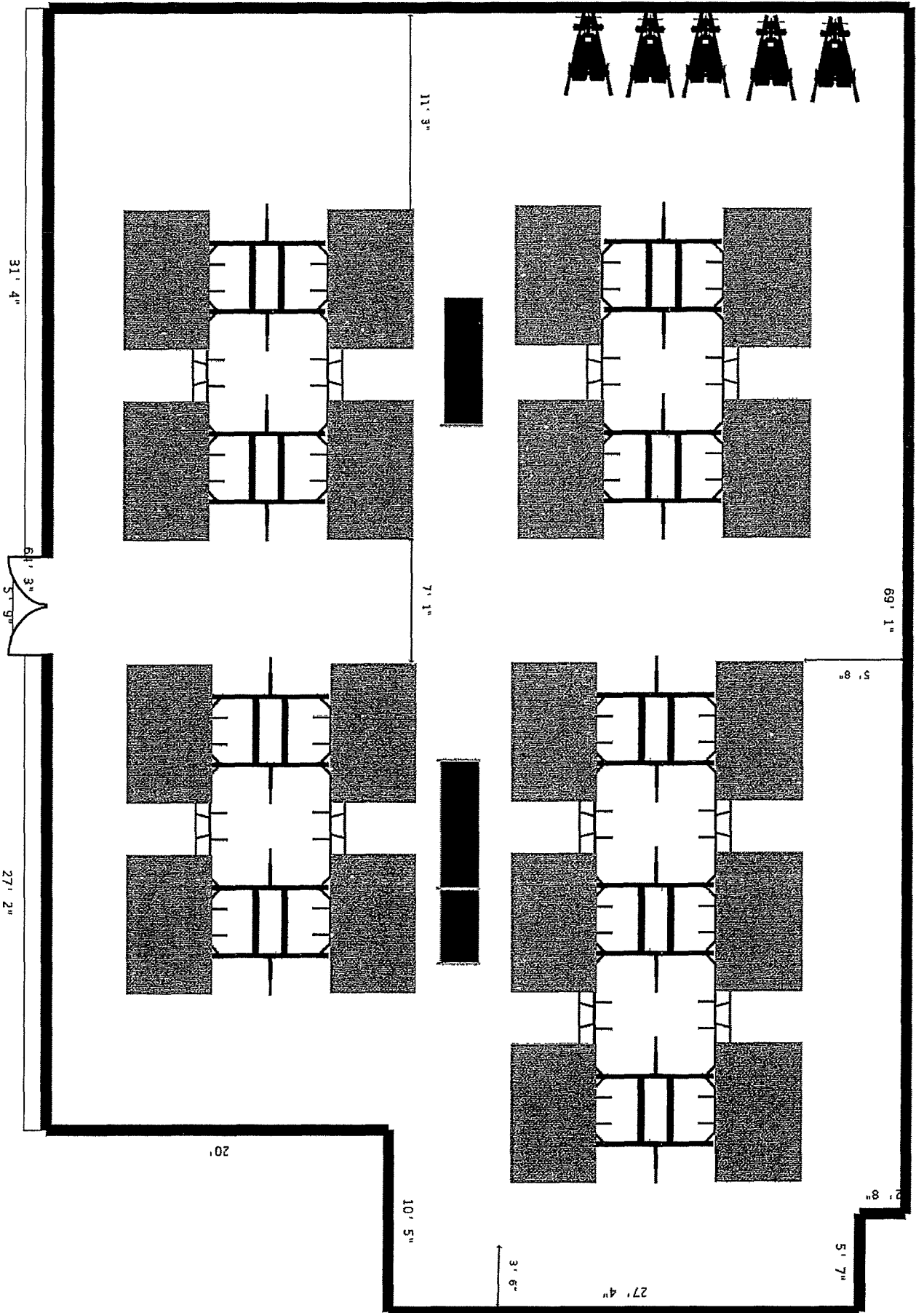
Connor Rice  
**EZ Strength**  
Owner  
C: 248-797-4700

--  
**Chris Kelbert**  
Head Football Coach  
Physical Education / Science  
Franklin High School



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 **Livonia Franklin Layouts.pdf**  
2280K





3760 W. Ludington Dr  
 Farwell, MI 48622  
 Phone 800-248-0270  
 Fax: 888-549-9659  
 www.rogersathletic.com

**Quote for Livonia-Stevenson High Schl**  
 Quote 8869  
 Revision: 8  
 Offer Valid Through: 7/9/23  
 Proposed by: Karl Jenkins  
 Phone (800) 248-0270  
 Email kjenkins@rogersathletic.com

Quote Reference Number: 8869

**Address Information**

**Bill To:**

Livonia-Stevenson High Schl  
 33500 W Six Mile Road  
 Livonia, Michigan 48152  
 United States

**Ship To:**

Livonia-Stevenson High Schl  
 33500 W Six Mile Road  
 Livonia, Michigan 48152  
 United States

**Contact Buying:** Arnie Muscat  
**Phone:** (734) 744-2660  
**Email:** amuscat@livoniapublicschools.org

**Contact Shipping:** Arnie Muscat  
**Phone:** (734) 744-2660  
**Email:** amuscat@livoniapublicschools.org

**Terms and Conditions**

**Payment Terms:** Net 30 Days

**Livonia-Stevenson High Schl - weight equipment-WR 2023**

**Products**

Description	Part Number	Qty	Price	Ext Price
Dual XL, Base Color: Navy, Accent Color: Navy, Front Cross Bar: Basic Arch	410980	8	\$3,480.00 USD	\$27,840.00 USD
Pendulum Power Lock-N-Load Hooks (Pair) Attachment	410855	16	\$0.00 USD	\$0.00 USD
Pendulum Front Safety Bar (Pair) Attachment	410830	16	\$0.00 USD	\$0.00 USD
Docking FTS Synchro Bench, Base Color: Navy, Seat: Narrow Black	410984	16	\$1,410.00 USD	\$22,560.00 USD
Pro 3-Way Row, Base Color: Navy, Accent Color: Custom Carolina Blue, Seat:	410613	2	\$3,300.00 USD	\$6,600.00 USD
Bridge 82" Single w/ Ball Grip , Base Color: Custom Carolina Blue	411543	12	\$470.00 USD	\$5,640.00 USD
Monster Incline Arms V2.0	410982	2	\$1,100.00 USD	\$2,200.00 USD
Pendulum Core Developer Attachment	410750	16	\$205.00 USD	\$3,280.00 USD
Pro 4-Way Neck, Base Color: Navy, Accent Color: Custom Carolina Blue, Seat:	410679	2	\$2,700.00 USD	\$5,400.00 USD
Pro Power Squat, Base Color: Navy, Accent Color: Custom Carolina Blue, Seat	410605	1	\$3,975.00 USD	\$3,975.00 USD
Intek Armor Series Solid Urethane DB Set 55-100x5	purch	1	\$5,480.00 USD	\$5,480.00 USD
Intek 10lb Armor Series Solid Urethane DB (1)	purch	4	\$98.00 USD	\$392.00 USD
Intek 15lb Armor Series Solid Urethane DB (1)	purch	60	\$121.00 USD	\$484.00 USD
Intek 20lb Armor Series Solid Urethane DB (1)	purch	4	\$146.00 USD	\$584.00 USD

Intek 25lb Armor Series Solid Urethane DB (1)	purch	4	\$170.00 USD	\$680.00 USD
Intek 30lb Armor Series Solid Urethane DB (1)	purch	4	\$181.00 USD	\$724.00 USD
Intek 35lb Armor Series Solid Urethane DB (1)	purch	4	\$195.00 USD	\$780.00 USD
Intek 40lb Armor Series Solid Urethane DB (1)	purch	4	\$210.00 USD	\$840.00 USD
Intek 45lb Armor Series Solid Urethane DB (1)	purch	4	\$220.00 USD	\$880.00 USD
Intek 50lb Armor Series Solid Urethane DB (1)	purch	4	\$231.00 USD	\$924.00 USD
Intek custom Urethane In-Lay Bumper Plate Logo (per logo)	purch	504	\$16.00 USD	\$8,064.00 USD
Intek Custom Urethane In-Lay Dumbbell Logo (per logo)	purch	134	\$13.00 USD	\$1,742.00 USD
Dumbbell Rack 89", Base Color: Navy, Top Tier: Dumbbell Coated Shelf, Middl	410846	2	\$1,190.00 USD	\$2,380.00 USD
Dumbbell Rack 55" 2 Tier, Base Color: Navy, Top Tier. Dumbbell Coated Shelf	410976	1	\$715.00 USD	\$715.00 USD
1 Set Avus LLC-Pro Lock Jaw Collar	409167	25	\$44.00 USD	\$1,100.00 USD
Intek 1 Single 45lb Black Urethane Bumper plate	purch	108	\$199.00 USD	\$21,492.00 USD
Intek 1 Single 25lb Black Urethane Bumper plate	purch	72	\$126.00 USD	\$9,072.00 USD
Intek 1 Single 10lb Black Urethane Bumper plate	purch	72	\$73.00 USD	\$5,256.00 USD
Intek -5lb Urethane Encased Olympic plate(single)	purch	72	\$13.00 USD	\$936.00 USD
Intek -2.5lb Urethane Encased Olympic plate(single)	purch	72	\$9.50 USD	\$684.00 USD
Intek -7' Triple Needle Bearing Olympic Bar-HARD chrome	purch	16	\$100.00 USD	\$1,600.00 USD
Troy Dual Grip Hex bar	purch	18	\$185.00 USD	\$3,330.00 USD
Troy EZ Curl bar	purch	18	\$120.00 USD	\$2,160.00 USD
Embroidered Logo Head wrap for Benches	purch	22	\$90.00 USD	\$1,980.00 USD
Above Rack logo	-Custom	16	\$190.00 USD	\$3,040.00 USD
Powersystems Light Strength Band	purch	32	\$15.00 USD	\$480.00 USD
Powersystems Medium Strength Band	purch	32	\$20.00 USD	\$640.00 USD
Powersystems Heavy Strength Band	purch	32	\$25.00 USD	\$800.00 USD
Weight Tree, Base Color: Navy, Storage Horn: None	410857	1	\$539.00 USD	\$539.00 USD
Power Stack Hi-Low, Base Color: Anodized Silver, Accent Color. Anodized Sil	410833	4	\$3,679.00 USD	\$14,716.00 USD
Pendulum Battling Rope Ring Attachment	421590	4	\$99.00 USD	\$396.00 USD
Pendulum Front Band Attachment (Pair) Attachment	410643	16	\$279.00 USD	\$4,464.00 USD
Soft Plyo Box 18"	purch	10	\$390.00 USD	\$3,900.00 USD
Soft Plyo Box 24"	purch	10	\$470.00 USD	\$4,700.00 USD
Intek Urethane Olympic Plates 45lb	purch	30	\$135.00 USD	\$4,050.00 USD
Intek Urethane Olympic Plates 25lb	purch	20	\$81.00 USD	\$1,620.00 USD
Intek Urethane Olympic Plates 10lb	purch	20	\$34.00 USD	\$680.00 USD
Intek Urethane Olympic Plates 5lb	purch	56	\$9.50 USD	\$532.00 USD
Superbridge to connect 2 racks from side to side	-Custom	1	\$2,900.00 USD	\$2,900.00 USD

Intek Custom Urethane In-Lay Olympic plate Logo (per logo) 45&25 plates	purch	100	\$14.00 USD	\$1,400.00 USD
Intek 5lb Armor Series Solid Urethane DB (1)	purch	4	\$75.00 USD	\$300.00 USD
Pendulum Core Developer Attachment	410750	16	\$235.00 USD	\$3,760.00 USD
Power Stack Wall Mount, Base Color: Navy	410849	4	\$299.00 USD	\$1,196.00 USD
Intek Custom Urethane In-Lay Olympic plate Logo (per logo) 45&25 plates	purch	100	\$14.00 USD	\$1,400.00 USD

**Services**

Description	Qty	Price	Ext Price
Installation Services	1	\$5,200.00 USD	\$5,200.00 USD

**Additional Charges/Credits**

Description	Qty	Price	Ext Price
Shipping & Freight	1	\$3,800.00 USD	\$3,800.00 USD

**Alternates**

Description	Part Number	Qty	Price	Ext Price
-------------	-------------	-----	-------	-----------

Products Total: \$201,287.00 USD  
 Services Total: \$5,200.00 USD  
 Additional Charges/Credits Total: \$3,800.00 USD  
 Alternates Total: \$0.00 USD  
**\*Net Total: \$210,287.00 USD**

**Quote Comments**

**Specific Terms**

Assembly required on Sleds/Chutes  
 Quoted price does not include any State and/or Local Taxes unless specified in the quotation  
 \*Quoted Net Total does not include Alternate items, Ask for a quote revision after approving or rejecting Alternates to see an updated Net Total  
 Lead time is estimated and varies based on manufacturing capacity. Actual ship date will be determined at placement of order. Shipping rates are subject to change. Freight Terms: FOB Clare – MI  
 Rogers Athletic collects tax in the following states AL CA CO FL GA IL IN MI NJ PA TX WA  
 These can be forwarded to the following email address taxexemptions@rogersgrp.com  
 All Labor and costs associated with docking, unloading, transferring or set up of the equipment and removal of debris are not included unless specified in the quotation  
 Configured parts or part numbers ending in '-Custom' will have a production suffix added to the part number upon sales order creation and may appear different on invoices  
 Visa – Mastercard – American and Discover Accepted

**Order Authorization**

**Date**

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🔍 Search

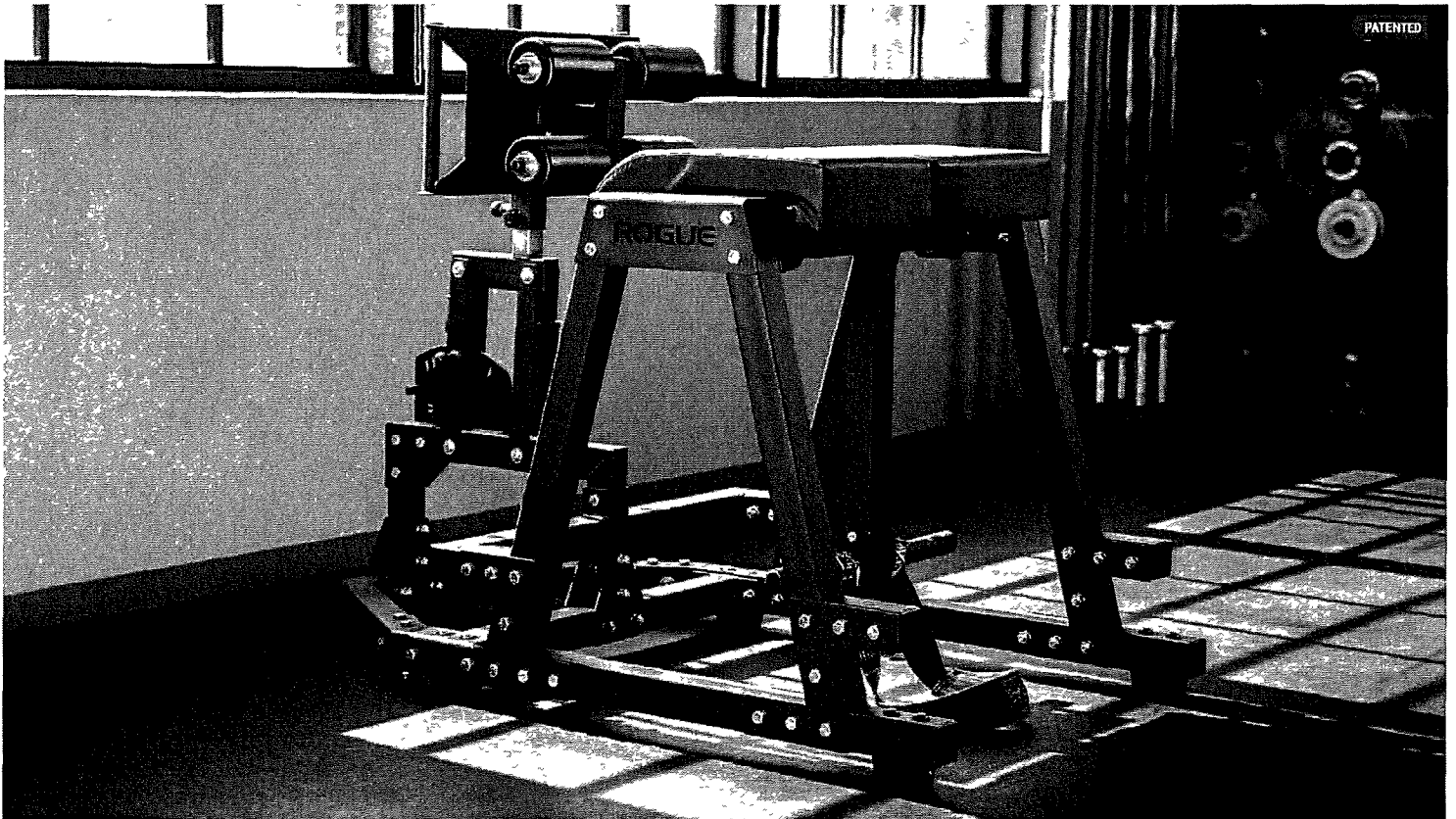
Equipment For CrossFit® New Gear Barbells Plates Rigs & Racks Shoes Apparel 3 Ships Free Zeus

Home / Strength Equipment / Strength Training / Lower Body Training / Rogue Donkey

# ROGUE DONKEY

★★★★★ 4.6 21 Reviews [Write a review](#)

🇺🇸 Made in U S A



🚚 Ships in 7-10 Days

As low as \$369/month with [affirm](#) [Learn more](#)

Rogue Donkey

\$2,065.00 3

Rogue Donkey Add-On

\$1,475.00 3

Total Price  
**\$10,620.00**

[Add to Cart](#)

📋 [Add to Wishlist](#) 📦 [Add to Registry](#)



**PLUMBING:**

Remove existing standard drinking fountain	1	EA	\$120 00	\$120 00
Infill CMU @ existing opening	1	EA	\$350 00	\$350 00
Install new flush-mount bottle filler/water cooler - ELKAY	1	EA	\$1,650 00	\$1,650 00
				\$2,120 00
				\$2,120 00

**MASONRY/DOORS/FRAMES/GLASS/HARDWARE:**

Remove existing door/transom unit/Dispose	1	EA	\$500 00	\$500 00
Remove existing split-faced CMU for new door opening	30	SF	\$15 00	\$450 00
New concrete threshold - (1mobilization)	1	EA	\$750 00	\$750 00
New concrete apron	1	EA	\$1,400 00	\$1,400 00
Steel intel	1	EA	\$850 00	\$850 00
New toothed split-faced CMU to match existing	1	EA	\$1,440 00	\$1,440 00
Interior CMU	1	EA	\$1,100 00	\$1,100 00
New Steel grouted 6090 door/transom frame	1	EA	\$1,200 00	\$1,200 00
New transom glass	15	SF	\$20 00	\$300 00
Flush bolts in lieu of center astragal	1	EA	\$80 00	\$80 00
New panic device hardware - Keying by District	1	EA	\$450 00	\$450 00
BB hinges	6	EA	\$18 00	\$108 00
Door labor	2	EA	\$375 00	\$750 00

Subtotal \$9,378 00 \$9,378 00

**TOTAL \$36,918 00**

Hard Costs				\$36,918.00
Hard Cost Contingency	0%			\$0 00
Hard Cost W/Contingency				\$36,918 00
General Conditions/Construction Mgmt	10%			\$3,691 80
O/H & P	15%			\$5,537 70
General labor				\$800 00
Architectural design - ALLOWANCE				\$1,200 00
Plan review/Building/Electrical permit - ALLOWANCE				\$1,500 00

**Total Project Cost \$49,647.50 \$49,647.50**

**EXCLUSIONS**

- HVAC
- CEILINGS
- FLOORING
- DOOR WORK
- PAINT

**ESCALATION CLAUSE: \*\***

*In the event of a significant delay or price increase of material, equipment or energy, occurring during the performance of the contract, through no-fault of the contractor, the contract sum, time of completion or contract requirements, shall be equitably adjusted, by change order, in accordance with the procedures of the contract documents. Any change in price of an item of material, equipment or energy, will be considered significant when the price of an item increases by 3%, between the date of this submission and the date of material purchase.*

# SPEC ATHLETIC

2951 Marina Bay Dr. Suite 130, #491 League City, TX 77573  
 O: 815-254-4414 | F 815-254-4761  
 www.specathletic.com

Date: April 26, 2023

<b>Project:</b>	<b>Livonia Stevenson HS</b>		
<b>To:</b>	<b>Delivery:</b>	<b>Email</b>	
<b>Addendums:</b>	<b>Date of Plans:</b>		

Quantity	Units	Scope of Work	Unit Price	Total Price
<b>SECTION 09 65 66 - Resilient Athletic Flooring</b>				
3,665	SF	Prep Existing Rubber Floor	\$ 0.50	\$ 1,832.50
3,665	SF	Supply & Install Regupol Aktiv Plus 12mm in 35%	\$ 10.45	\$ 38,299.25
16	EA	Inlaid Platforms with Avalanche Gray and a logo in the center	\$ 1,100.00	\$ 17,600.00
1	EA	Trojan Head Logo 6' x 6'	\$ 1,920.00	\$ 1,920.00
250	LF	Standard Black 4" Cove Base	\$ 3.00	\$ 750.00
6	LF	Transitions	\$ 7.00	\$ 42.00
				\$ -
<b>Tax:</b>				
<b>Total: \$</b>				<b>60,443.75</b>

Estimating	Henry Proud	<a href="mailto:henry@specathletic.com">henry@specathletic.com</a>	Signature of Acceptance
Sales	Kevin Cassidy	<a href="mailto:kevin@specathletic.com">kevin@specathletic.com</a> Cell (614)-736-1533	
			Date

**Comments:** Includes standard wage rates, non-prevailing, non-union Owner Must Provide a 60-Amp Braker with 3 Phase Power Within 75' Of Gym/Workspace.

**Standard Exclusions.** Moisture remediation Demo Dumpsters Bleachers Volleyball Sleeves Generators Final clean up Protection of work after installation Major prep & leveling or smoothing of substrate other than light sanding & sweeping We assume installation over clean, dry, & level substrate

Excludes patching & leveling Extra costs for patching & leveling  
 - Patching & skim coating - \$50 per bag of Feather Finish  
 - Leveling - \$110 per bag of self-leveling underlayment

**Terms.** 75% due upon receiving a signed PO or quote, 25% due upon completion All orders paid with a credit card will be assessed a 3% convenience fee at the time of invoicing. All accounts with a balance after 30 days from invoice will be assessed 1.5% interest every 30 days Material pricing is subject to manufacturer increases & or material storage fees after 30 days from original proposal Taxes will be added at the time of invoicing if tax exempt form is not received

Due to the current volatility in both supply chains & international challenges with logistics & freight costs, this quote will be valid for 30 days Freight charges will need to be confirmed at time of shipping



PO Box 841393  
 Dallas, TX 75284-1393  
 Phone 800-527-7510 Fax 800-899-0149  
 Visit us at www.bsnsports.com

Contact Your Rep  
 Eric Vaughn Email evaughn@bsnsports.com | Phone 248-962-5896

Bill to  
 997318  
 STEVENSON HIGH SCHOOL  
 3500 6 MILE RD  
 IVONIA MI 48152-3199  
 USA

Ship To  
 1997318  
 STEVENSON HIGH SCHOOL  
 Attn: Arnie Muscat - AD  
 33500 6 MILE RD  
 LIVONIA MI 48152-3199

Payer  
 1997318  
 STEVENSON HIGH SCHOOL  
 33500 6 MILE RD  
 LIVONIA MI 48152-3199  
 USA

Quote	
Quote #	21455837
Purchase Order #	Weight Room 1
Cart Name	Livonia Stevenson (Weight
Quote Date	04/28/2023
Quote Valid-to	05/28/2023
Payment Terms	NT30
Ship Via	
Ordered By	Arnie Muscat

Description	Qty	Unit Price	Total
<b>VF - Varsity Double Rack</b> em # - 1378745	8 EA	\$ 4,319 00	\$ 34,552 00
<b>VF - Flat-To-90 Bench w/Transport Wheels</b> em # - 1378759	17 EA	\$ 699 00	\$ 11,883 00
<b>VF - 6' Bridge with Grip Balls</b> em # - 1390943	12 EA	\$ 448 00	\$ 5,376 00
<b>VF - Glute Ham Machine</b> em # - 1378778	2 EA	\$ 799 00	\$ 1,598 00
<b>Vilder 4-Way Neck Machine (SEL)</b> em # - NSPHG	2 EA	\$ 1,714 00	\$ 3,428 00
<b>Lock-Jaw PRO 2 Barbell Collar - Black</b> em # - 1395572	25 PR	\$ 39 00	\$ 975 00
<b>Rubber Dumbbell Set (5-50 lb.)</b> em # - 1390920	2 SET	\$ 1,049 00	\$ 2,098 00
<b>Rubber Dumbbell Set (55-100 lb.)</b> em # - 1390922	1 SET	\$ 2,799 00	\$ 2,799 00
<b>VF - 10' - 3 Tier Dumbbell Rack</b> em # - 1378810	2 EA	\$ 879 00	\$ 1,758 00
<b>Wright 45lb Bumper Custom Graphics</b> em # - NSPHG	108 EA	\$ 86 40	\$ 9,331 20
<b>Wright 25lb Bumper Custom Graphics</b> em # - NSPHG	72 EA	\$ 57 97	\$ 4,173 84
<b>Wright 10lb Bumper Custom Graphics</b> em # - NSPHG	72 EA	\$ 42 48	\$ 3,058 56
<b>Wright 5lb Bumper Custom Graphics</b> em # - NSPHG	72 EA	\$ 39 30	\$ 2,829 60
<b>Wright 2.5lb Bumper Custom Graphics</b> em # - NSPHG	72 EA	\$ 30 34	\$ 2,184 48
<b>VF - Power Lunge Attachment</b> em # - 1378753	8 SET	\$ 1,052 00	\$ 8,416 00
<b>VF - One Leg Squat Attachment</b> em # - 1378756	8 EA	\$ 280 00	\$ 2,240 00
<b>VF - Land-Mine</b> em # - 1378757	16 EA	\$ 239 00	\$ 3,824 00
<b>OLYMPIC BAR 1500 LB BLACK OXIDE</b> em # - 1101248	16 EA	\$ 297 00	\$ 4,752 00
<b>OLYMPIC EZ CURL 47" BAR</b> em # - CHCOCBXX	18 EA	\$ 118 00	\$ 2,124 00
<b>Trap/Hip Hex Bar</b> em # - 1455250	18 EA	\$ 279 00	\$ 5,022 00
<b>Light Reactor Strength Band</b> em # - 1455156	16 EA	\$ 18 89	\$ 302 24
<b>Medium Reactor Strength Band</b> em # - 1455157	16 EA	\$ 23 00	\$ 368 00
<b>Heavy Reactor Strength Band</b> em # - 1455158	16 EA	\$ 29 00	\$ 464 00
<b>Ultra Heavy Reactor Strength Band</b> em # - 1455159	16 EA	\$ 47 00	\$ 752 00



PO Box 841393  
 Dallas, TX 75284-1393  
 Phone 800-527-7510 Fax 800-899-0149  
 Visit us at www.bsnsports.com

Quote	
Quote #	21455837
Purchase Order #:	Weight Room 1
Cart Name	Livonia Stevenson (Weight
Quote Date:	04/28/2023
Quote Valid-to:	05/28/2023
Payment Terms:	NT30
Ship Via.	
Ordered By:	Arnie Muscat

Item Description	Qty	Unit Price	Total
<b>Super Heavy Reactor Strength Band</b> em # - 1457082	16 EA	\$ 62 00	\$ 992 00
<b>VF - Weight Tree</b> em # - 1378811	4 EA	\$ 341 00	\$ 1,364 00
<b>VF Double Action Sled</b> em # - 1455150	4 EA	\$ 1,167 99	\$ 4,671 96
<b>VF - Dip Attachment</b> em # - 1378758	4 EA	\$ 229 49	\$ 917 96
<b>VF PREACHER CURL ATTACH FW-PC</b> em # - 1463585	4 EA	\$ 279 99	\$ 1,119 96
<b>VF Isolateral Press Attachment</b> em # - NSPHG	8 EA	\$ 1,102 94	\$ 8,823 52
<b>VF - Combo Lat Pulldown/Low Row (PL)</b> em # - 1378798	1 EA	\$ 1,376 99	\$ 1,376 99
<b>VF - Smith Machine</b> em # - 1378781	1 EA	\$ 1,997 99	\$ 1,997 99
<b>Rubber Flooring/Platforms Installed</b> em # - NSPHG	1 EA	\$ 71,646 57	\$ 71,646 57
<b>Table Attachment Pkg.</b> em # - 1382829	2 SET	\$ 223 99	\$ 447 98
<b>VF FUNCTIONAL TRAINER ATTACH FW-FTASEL</b> em # - 1463583	1 EA	\$ 2,805 00	\$ 2,805 00
<b>VF - Multi Grip Landmine Handle</b> em # - NSPHG	8 EA	\$ 178 75	\$ 1,430 00
<b>Installation</b> em # - NSPINSTALL	1 EA	\$ 5,850 00	\$ 5,850 00

Subtotal	\$217,752 85
Other	\$0 00
Freight	\$6,811 57
Sales Tax	\$0 00
Order Total	\$224,564 42
Payment/Credit Applied	\$0 00
<b>Order Total:</b>	<b>\$224,564.42</b>

- .716 SF - Supply/Install 1/2" IMPACT rubber flooring with 10% color
- check
- 4 - Supply/Install Inlaid Rubber Platform with one logo (up to three
- colors)
- Supply/Install 8'x8' Inlaid Logo
- Supply/Install inlaid Agility Ladder in white
- .716 SF - Demo of existing flooring
- Dumpster, should it not be provided
- 44 LF - Supply/Install 4" Wall Base in color Black
- LF - Supply/Install Transitions at Doorways
- Installation is quoted using non-prevailing and non-union wages



2951 Marina Bay Dr. Suite 130, #491 League City, TX 77573  
 O: 815-254-4414 | F: 815-254-4761  
[www.specathletic.com](http://www.specathletic.com)

Date: June 8, 2023

<b>Project:</b>	Livonia School District		
<b>To:</b>		<b>Delivery:</b>	Email
<b>Addendums:</b>		<b>Date of Plans:</b>	

Quantity	Units	Scope of Work	Unit Price	Total Price
<b>SECTION 09 65 66 - Resilient Athletic Flooring</b>				
1	EA	Cut out and remove 3 inches of existing rubber on each side of the crack and follow it approximately 50 linear feet.		\$ -
1	EA	Repair the crack by filling and with our flooring adhesive		\$ -
1	EA	Patch the cut-out area with 3/8" recycled rubber and adhere to the concrete area		\$ -
1	EA	Prep and prepare to install new flooring over existing.		\$ -
3	EA	Individual School Cost Not to Exceed	\$ 2,800.00	\$ 8,400.00
			<b>Tax:</b>	TBD
			<b>Total:</b>	<b>\$ 8,400.00</b>

Estimating:	Henry Proud	<a href="mailto:henry@specathletic.com">henry@specathletic.com</a>	Signature of Acceptance:
Sales:	Kevin Cassidy	<a href="mailto:kevin@specathletic.com">kevin@specathletic.com</a>	
		Cell: (614)-736-1533	Date:

**Comments:** Includes standard wage rates; non-prevailing, non-union. **Owner Must Provide a 60-Amp Braker with 3 Phase Power Within 75' Of Gym/Workspace.**

**Standard Exclusions:** Moisture remediation. Demo. Dumpsters. Bleachers. Volleyball Sleeves. Generators. Final clean up. Protection of work after installation. Major prep & leveling or smoothing of substrate other than light sanding & sweeping. We assume installation over clean, dry, & level substrate.

Excludes patching & leveling. Extra costs for patching & leveling:  
 - Patching & skim coating - \$50 per bag of Feather Finish.  
 - Leveling - \$110 per bag of self-leveling underlayment.

**Terms:** 75% due upon receiving a signed PO or quote, 25% due upon completion. All orders paid with a credit card will be assessed a 3% convenience fee at the time of invoicing. All accounts with a balance after 30 days from invoice will be assessed 1.5% interest every 30 days. Material pricing is subject to manufacturer increases & or material storage fees after 30 days from original proposal. Taxes will be added at the time of invoicing if tax exempt form is not received.

Due to the current volatility in both supply chains & international challenges with logistics & freight costs, this quote will be valid for 30 days. Freight charges will need to be confirmed at time of shipping.



## ***INTEK STRENGTH WARRANTY STATEMENT***

Intek Strength would like to thank you for Purchasing, or the consideration to Purchase, our fine line of Strength related products. Please review the listed warranty, appropriate to the products purchased or being considered. All Warranties apply to original purchaser or end user only and are not transferable. Intek Strength guarantees all products to be free of material or manufacturers' defects. Intek Strength assumes no risk or responsibility for personal injury or property damage, associated with the use or misuse of any Intek strength products.

***ARMOR SERIES:*** Intek Strength Armor Series Solid Urethane Dumbbells, Fixed Barbells and Olympic Plates, carry a limited Six (6) year Warranty against Manufacturers' defects.

***ARMOR SERIES BUMPER PLATES:*** Intek Strength Armor Series Urethane Bumper Plates carry a Limited Five (5) Year Warranty against Manufacturers' defects.

***BRAVO SERIES:*** Intek Strength Bravo Series Urethane Dumbbells, Fixed Barbells, and Rubber Bumper Plates carry a limited one (3) year Warranty against Manufacturers defects.

***BARBELLS:*** Intek Strength Olympic Barbells, ModF Bars, and NGB Bars carry a Limited Five (5) Year Warranty against breakage or Manufacturers' defect and one (1) year on all moving parts. The use or misuse of Barbells outside the intended scope, that may cause bending, is not covered under warranty. Rust due to varied climate circumstance also may void warranty. Warranty does not cover cosmetic blemishes, normal wear and tear, or abuse and excludes expendable parts such as coating or finish.

## ***CRITERIA THAT MAY VOID WARRANTY***

- Warranty is available to original purchaser and is NOT transferable.
- Term of Warranty on each product or category initiates from the original date of shipment.
- Warranties only cover material or manufacturer's defect which may occur through normal use of the product in its intended manner.
- Warranty is void when damage is a result of misuse, neglect, modification or normal wear and tear.
- Use of Dumbbells in non-saddle racks may void warranty.
- Transportation back to Intek Strength, of Warranty products, is the responsibility of the buyer.
- Bumpers must be used on a resilient flooring surface with a Force Reduction Percentage of 35% or greater based on flooring manufacturer's published specifications, or a standard above ground platform minimum of 2.5 inches thick. A minimum of 8mm or greater resilient flooring is recommended for all products that are not being dropped.



## Weight Room References

Three Rivers High School  
Matt Stauffer 269-998-0600

Rockford High School  
Brent Cummings 616-450-4379

Wayne State University  
Ruben Mendoza

Traverse City Central HS  
Doug Gle

Grand Valley St U (all 3 weight rooms)  
Dylan Fitchet

Warren DeLassale High School  
Dan Rohn 810-447-8762

University of Michigan Football  
Ben Herbert

Michigan State University Football  
Jason Novak

Western Michigan U Football  
Grant Geib

Notre Dame Football  
Matt Balis

## Michigan made in Clare, MI

Karl A Jenkins  
Regional Sales Manager

# Rogers Athletic/Pendulum



## WEIGHT Equipment Limited Warranty

The following warranty provisions apply to the original purchaser of Pendulum equipment.

- A Lifetime limited warranty on structural frame members used in Pendulum Racks and Machines.
- Five (5) year warranty on bearings, bushings, linear bearings, pulleys and guide rods.
- One (1) year warranty on belts, cables, handles, and grips.
- Ninety-day (90) warranty on seating surfaces and padding, coatings and finishes.

Pendulum's obligations under this warranty will be limited to repairing or replacing at our factory any part or parts thereof within the warranty period. The warranty begins on the delivery date of the product to the original consumer. Once the product is returned to Pendulum, we will perform an inspection to determine if the product is defective in material or workmanship. If Pendulum determines the product is defective in material or workmanship, Pendulum will repair or replace any part or parts at no cost to the consumer. This warranty does not obligate us to bear the cost of transportation charges in connection with replacement or repair of defective parts.

**THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ROGERS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DELAY IN PERFORMANCE UNDER THIS WARRANTY.**

This warranty does not cover damage in transit.

The warranty shall not apply to any Pendulum product which was used, repaired, or altered outside of the factory in any way so as to affect the intent of the design. Also excluded from warranty is any product that has been subject to misuse, negligence, accident, inappropriate environment, or lack of normal maintenance or has been operated in any way other than its intended use. The warranty

**does not include scratches in paint or other cosmetic damage including surface corrosion arising from normal use. The warranty does not include cosmetic damage caused by unsuitable detergents, cleaners and lubricants.**



# Livonia Public Schools

*District Services*

To: Andrea Oquist, Superintendent

From: Phillip Francis, Assistant Superintendent of District Services

Date: June 1, 2023

Re: 2023-24 Lease Renewals

I would like to present and discuss lease renewals effective July 1, 2023 through June 30, 2024 at the next Committee of the Whole meeting on Monday, June 12, 2023. Lease renewals have been sent to lessees for their approval and signature. I plan to bring the signed and returned 2023-24 leases for the Board's approval at the regular voting meeting. There are four leases for renewal: Himawari Preschool at Niji-Iro, Little Tots at Cass, Learning Tree at Marshall, and Garfield Cooperative Preschool at Marshall.

Please include this item on the agenda. Thank you.

Attachments

PF/ko

C: Board of Education



## LEASE AGREEMENT

THIS LEASE, made this first day of **July 1, 2023**, by and between LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT, the Lessor (hereinafter designated as the Lessor) and GARFIELD COOPERATIVE PRESCHOOL, INC., the Lessee (hereinafter designated as the Lessee).

### WITNESSETH

1. **LEASE.** The Lessor, in consideration of the rents to be paid and the covenants and agreements to be performed by the Lessee, does hereby lease unto the Lessee the following described premises situated in the City of Livonia, Wayne County, Michigan, to wit:

A portion of the property known as Marshall Elementary School,  
located at 33901 Curtis, Livonia, Michigan, and set forth  
on the plan of said school attached as Exhibit "A" as follows:  
Classroom #4 - consisting of 1,156 square feet.

for a term of one (1) year from and after **July 1, 2023 – June 30, 2024**, fully to be completed and ended the Lessee yielding and paying during the continuance of this lease unto the Lessor for annual rent of said premises the amount of **Fourteen thousand, six hundred, twenty-seven and 00/100 dollars (\$14,627.00)**. The monthly payment of **One thousand, two hundred eighteen and 92/100 (\$1,218.92)** is due on the first of each month for the term of the lease.

- 1a. **RENT DEPOSIT.** The Lessee at the time of making this Lease Agreement has issued to the Lessor a deposit for security purposes, in the amount of \$1,000.00. At the termination of this lease, a determination will be made as to the rebate value of said deposit. Due consideration will be given to normal "wear and tear" in determining the amount of rebate.
2. **RENT.** The Lessee hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Lessor at the dates and times above mentioned, the rent above reserved.
3. **SERVICES.** The Lessor shall provide minimal custodial service, electrical utilities, water, heat, and security to the facility. Lessee shall arrange for installation and service for all telephone charges. Lessee shall have its own program supplies including; hand soap, paper towels, toilet paper, and garbage bags. Lessor shall continue to supply those materials and supplies necessary for servicing the premises.
4. **INSURANCE.** In addition to the rentals hereinbefore specified, the Lessee agrees to pay as additional rental any increase on premiums for insurance against loss and fire that may be charged during the term of this lease on the amount of insurance now carried by the Lessor on the premises and on the improvements situated on said premises, resulting from the business carried on in the leased premises by the Lessee or the character of its occupancy, whether or not the Lessor has consented to the same.

5. **ADDITIONAL RENT.** If the Lessee shall default in any payment or expenditure other than rent required to be paid or expended by the Lessee under the terms hereof, the Lessor may at his option make such payments or expenditure, in which event the amount thereof shall be payable as rental to the Lessor by the Lessee on the next ensuing rent day together with interest at ten (10%) percent per annum from the date of such payment or expenditure by the Lessor and on default of such payment the Lessor shall have the same remedies as on default in payment of rent.

The Lessee agrees that in the event the services provided by the Lessor are required at such time that the Lessor or his or her representative are not required to work by contract agreement with the Lessor, Lessee shall absorb such additional costs or at a minimum their pro rata share of such costs, including, but not limited to custodial services, overtime, or holiday wages, etc.

6. **PLACE OF PAYMENT.** All payments of rent or other sums to be made to the Lessor shall be made payable to Livonia Public Schools at 15125 Farmington Road, Livonia, Michigan 48154 or at such place as the Lessor shall designate from time to time.
7. **ASSIGNMENT.** The Lessee covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Lessor. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Lessor the right to terminate his lease and to re-enter and repossess the leased premises.
8. **BANKRUPTCY AND INSOLVENCY.** The Lessee agrees that if the estate created hereby shall be taken in executions, or by other process of law, or if the Lessee shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Lessee or if any assignment shall be made of the Lessee's property for the benefit of creditors, then and in such event this lease may be cancelled at the option of the Lessor.
9. **RIGHT TO MORTGAGE.** The Lessor reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Lessor's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the lease premises form a part, and the Lessee covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by the Lessor and any mortgagees or proposed mortgagees and hereby irrevocably appoints the Lessor the attorney-in-fact of the Lessee to execute and deliver any such instrument or instruments for and in the name of the Lessee.
10. **USE.** It is understood and agreed between the parties hereto that the premises during the

continuance of this lease shall be occupied exclusively for operating a cooperative nursery and for no other purpose or purposes or for any other commercial activity of any nature, without written consent of the lessor. The Lessee agrees and shall not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Lessor may at his option terminate this lease forthwith and re-enter and repossess the leased premises.

11. **FIRE.** It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Lessor will repair and restore the same to good tenable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenable condition; provided however, that if the Lessee shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental if such fire or other cause damaging or destroying the lease premises shall result from the negligence or willful act of the Lessee, his agents or employees, and provided further that if the Lessee shall use any part of the Leased premises for storage during the period of repair a reasonable charge shall be made therefor against the Lessee, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Lessor may at his option terminate this lease forthwith by a written notice to the Lessee.
12. **REPAIRS.** The Lessor after receiving written notice from the Lessee and having reasonable opportunity thereafter to obtain the necessary workmen, therefore, agrees to keep in good order and repair the roof and the four outer walls of the premises. **Notwithstanding the foregoing, during the term of this Lease, Lessor shall not be responsible to make any capital improvements or repairs to the Building or within the Premises exceeding \$30,000.00 Dollars.**
13. **INDEMNIFICATION.** The Lessee agrees and shall indemnify and hold Lessor harmless against all liabilities, damage to any person or property in, on or about said leased premises, or other expenses, including reasonable attorneys fees, which may be imposed upon, incurred by, or asserted against the Lessor from any act of neglect or default by Lessee occurring during the term of this lease, including any liability, damage, or injury to the Lessee, its agents, employees, invitees, or other persons entering the premises, or to goods and chattels therein, resulting from any defect in the structure or its equipment, or in the structure or equipment of structure of which the demised premises are a part. This obligation shall survive any termination of this lease.
14. **INSURANCE.** The Lessee will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Lessor in the sum of five hundred thousand (\$500,000) dollars for damages resulting to one person and one million (\$1,000,000) dollars for damages resulting from one casualty, and one hundred thousand (\$100,000) dollars

property damage insurance resulting from any one occurrence. Lessee shall deliver said policies to the Lessor and upon Lessee's failure so to do the Lessor may at his option obtain such insurance the cost thereof shall be paid as additional rent due and payable on the next ensuing rent day.

15. **REPAIRS AND ALTERATIONS.** Except as provided in paragraph 12 hereof, the Lessee further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof in a good repair, and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements expected. The Lessee shall not make any alterations, additions, or improvements to said premises without the Lessor's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Lessee, shall be the property of the Lessor, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury. Lessee shall, within the scope of this agreement, be permitted to install kitchen facilities. Such facilities shall be in complete compliance with any and all regulations pertinent to said installations.
- 15a. **SIGN.** Lessee shall be entitled to sign usage, advertising its business, in front of the leased premises. The cost for such signage, however, shall be borne solely by the Lessee. Any other signage (including any fixtures to the building of the leased premises) shall be allowed, and shall be at Lessee's sole cost. Lessee shall not place in, on or about any door or window any lettering, placard or window signs without first receiving Lessor's prior written consent. All signage must comply with City of Livonia Sign Ordinance.
16. **LESSOR ACCESS.** The Lessee covenants and agrees that the Lessor may enter the demised premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Lessor essential to the use and occupancy of other parts of the Lessor's building.
17. **EMINENT DOMAIN.** That in the event the premises, or any part thereof, are taken through exercise of the power of eminent domain, the entire award for damages to the premises, both leasehold and reversion, shall be the sole property of the Lessor, and the Lessee hereby assigns to the Lessor all the Lessee's right, title and interest in any joint award made pursuant to any such proceedings, and authorizes and empowers the Lessor in the name of the Lessee to receipt and give acquittance therefor, and to make, execute and deliver in the Lessee's name any release or other instrument that may be required to recover any such award or judgment.

In the event the entire premises are taken, rental shall be considered paid to the date the Lessee is ousted pursuant to such proceedings, and all the other covenants and conditions of this lease having been performed, this lease shall be void.

If less than the whole be taken, the Lessor may at the Lessor's option restore the remainder of

the premises.

In the event the Lessor shall elect not to restore the building, this lease shall be void in the same manner as is above provided, in event the entire premises are taken.

18. **RESERVATION.** The Lessor reserves the right of free access at all times to the roof of said leased premises and reserves the right to rent said roof for advertising purposes. The Lessee shall not erect any structure for storage or any aerial, or use the roof for any purpose without the consent in writing of the Lessor.
19. **COMPLIANCE WITH LAWS.** The Lessee shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.
20. **CONDITION OF PREMISES AT TIME OF LEASE.** The Lessee further acknowledges that he has examined the said leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the conditions or state of repairs thereof have been made by the Lessor, or his agent, which are not herein expressed, and the Lessee hereby accepts the leased premises in their present condition at the date of the execution of this lease.
21. **DISCLAIMER.** The Lessor shall not be responsible or liable to the Lessee for any loss or damage that may be occasioned by or through the acts or omissions of person occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Lessee or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.
22. **HOLDING OVER.** It is hereby agreed that in the event of the Lessee herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.
23. **ACCESS TO PREMISES.** The Lessor shall have the right to enter upon the lease premises at all reasonable hours for the purpose of inspecting the same. If the Lessor deems any repairs necessary, he may demand that the Lessee make the same if the Lessee refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Lessor may make or cause to be made such repairs and shall not be responsible to the Lessee for any loss or damage that may accrue to his stock or business by reason thereof, and if the Lessor makes or causes to be made such repairs, the Lessee agrees that he will forthwith on demand pay to the Lessor the cost thereof with interest at 10% per annum, and if he shall make default in such payment the Lessor shall have the remedies provided in paragraph five hereof.
24. **RE-ENTRY.** In case any rent shall be due and unpaid or if default be made in any of the

covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Lessor, his certain attorney, heirs, representatives and assigns, to re-enter into, repossess the said premises and the Lessee and each and every occupant to remove and put out.

25. **QUIET ENJOYMENT.** The Lessor covenants that the said Lessee, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.
26. **EXPENSES-DAMAGES RE-ENTRY.** In the event that the Lessor shall during the period covered by this lease, obtain possession of said premises by re-entry proceedings, or otherwise, the Lessee hereby agrees to pay out the Lessor the expense incurred in obtaining possession of said premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.
27. **REMEDIES NOT EXCLUSIVE.** It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.
28. **WAIVER.** One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a further breach of the same covenant or condition.
29. **NOTICE.** Whenever under this lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Lessee is in writing addressed to the Lessee at his last know Post Office address or at the leased premises and deposited in the mail with postage prepaid.
30. **OPTION TO EXTEND OR RENEW.** Any renewal or extension of this agreement shall be subject to a review and renegotiation of all terms and conditions as approved by LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT. The rental rate for such extensions or renewal periods shall increase at a rate consistent with the percentage increase in the cost-of-living index for the previous twelve-month period. As used herein, the cost-of-living index shall be the ALL ITEMS CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS FOR THE DETROIT, MICHIGAN METROPOLITAN AREA.
31. **OPTION TO TERMINATE.** It shall be understood that upon a written ninety (90) days notice to the Lessee, the Lessor reserves the right to terminate said Lease Agreement if it becomes necessary to use the facilities for its own purposes.
32. **TAXES AND ASSESSMENTS.** Lessor shall use its best efforts to maintain the current tax-exempt status for the premises. However, should a possessory interest tax or any other personal property or real property tax or assessment whatever be assessed against the Lessor or the premises as a result of the lease of the premises, the Lessee agrees to and shall pay its pro rata share of all such foregoing taxes and assessments and charges prior to the date of

delinquency thereof and given written notice of each such payment to the Lessor within (5) five days after such payment is made. Lessee may contest the validity or amount of such taxes or assessments but shall hold Lessor harmless with respect to any such contest. Lessee's pro rata share of any such taxes shall be the ratio of the square feet in the demised premises to the total number of square feet of leasable space in the entire premises which is assessed for such taxes.

33. **MISCELLANEOUS.** It is agreed that in this lease the word "he" shall be used as synonymous with the words "she," "it" and "they" and the word "his" synonymous with the words "her," "its," and "their."

The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective successors, representatives and assigns.

IN WITNESS WHEREOF, the parties have accepted this Agreement at a duly authorized meeting and their authorized designated representatives have hereunto set their hands and seals the day and year first above written.

**IN THE PRESENCE OF:**

**LIVONIA PUBLIC SCHOOLS**

By: \_\_\_\_\_  
**Assistant Superintendent  
of District Services**

By: \_\_\_\_\_  
**Livonia Board of Education President**

By: \_\_\_\_\_

By: \_\_\_\_\_  
**Livonia Board of Education Secretary**

**IN THE PRESENCE OF:**

**GARFIELD CO-OP NURSERY**

By: \_\_\_\_\_

By: \_\_\_\_\_  
**Garfield Co-op President**



## LEASE AGREEMENT

THIS LEASE is made and entered into on **July 1, 2023**, by and between LIVONIA PUBLIC SCHOOLS, the Lessor (hereinafter designated as the “Lessor”), and HIMAWARI PRESCHOOL (hereinafter designated as the “Lessee”).

### WITNESSETH:

- 1. LEASE.** The Lessor, in consideration of the rents to be paid and the covenants and agreements to be performed by the Lessee, does hereby lease unto the Lessee the following described premises situated in the City of Livonia, Wayne County, Michigan, to wit:

A portion of the Niji-Iro Elementary School consisting of  
Classrooms 18, 19 & 20 and one (1) office area for a total of 2,559 square feet.  
Common areas consisting of lobbies, hallways, parking lot and restrooms shall be used jointly  
with Lessor and any other tenant's that occupy this building located at  
36611 Curtis, Livonia, Michigan

for a term of one (1) year from and after **July 1, 2023 – June 30, 2024**, fully to be completed and ended the Lessee yielding and paying during the continuance of this lease unto the Lessor for annual rent of said premises the amount of **Fourty-one thousand, twenty-six and 00/100 dollars (\$41,026.00)**. The monthly payment of **Three thousand, four hundred, eighteen and 83/100 (\$3,418.83)** is due on the first of each month for the term of the lease.

- 1a. RENT.** The Lessee hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Lessor at the dates and times above mentioned, the rent above reserved.
- 2. SERVICES.** The Lessor shall provide custodial services, electrical utilities, water and heat to the premises. Lessee shall arrange for the installation or payment of any service for telephones, internet, or similar information services at its own cost and shall be responsible for any telephone or internet charges.
- 3. INSURANCE.** In addition to the rentals hereinbefore specified, the Lessee agrees to pay as additional rental any increase on premiums for insurance against loss by fire that may be charged during the term of this Lease on the amount of insurance now carried by the Lessor on the premises and on the improvements situated on said premises, resulting from the business carried on in the leased premises by the Lessee or the character of its occupancy, whether or not the Lessor has consented to the same.
- 4. ADDITIONAL RENT.** If the Lessee shall default in any payment or expenditure other than Rent required to be paid or expended by the Lessee under the terms hereof, the Lessor may at his option make such a payment or expenditure, in which event the amount thereof shall be payable as rental to the Lessor by the Lessee on the next ensuing rent day together with interest at ten (10%) percent per annum from the date of such payment or expenditure by the Lessor and on default in such payment the Lessor shall have the same remedies as on default

in payment of rent.

The Lessee agrees that in the event the services provided by the Lessor are required at such time that the Lessor's employees are not required to work by contract agreement with the Lessor, Lessee shall absorb such additional costs or at a minimum their pro-rata share of such costs, including but not limited to custodial services, overtime or holiday wages, etc.

5. **PLACE OF PAYMENT.** All payments of rent or other sums to be made to the Lessor shall be made payable to Livonia Public Schools at 15125 Farmington Road, Livonia, Michigan 48154 or at such place as the Lessor shall designate from time to time.
6. **ASSIGNMENT.** The Lessee covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Lessor. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Lessor the right to terminate this Lease and to re-enter and repossess the leased premises.
7. **BANKRUPTCY AND INSOLVENCY.** The Lessee agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Lessee shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Lessee, or if any assignment shall be made of the Lessee's property for the benefit of creditors, then and in such event this Lease may be terminated at the option of the Lessor.
8. **RIGHT TO MORTGAGE.** The Lessor reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Lessor's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the lease premises form a part. And the Lessee covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by the Lessor and any mortgagees or proposed mortgagees and hereby irrevocably appoints the Lessor the attorney-in-fact of the Lessee to execute and deliver any such instrument or instruments for and in the name of the Lessee.
9. **USE.** It is understood and agreed between the parties hereto that the premises during the continuance of this Lease shall be occupied exclusively as a school facility and for no other purpose or purposes or for any other commercial activity of any nature, without written consent of the Lessor. The Lessee agrees and shall not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Lessor may at his option terminate this Lease forthwith and re-enter and repossess the leased premises.

The Lessee shall use the premises during regular school hours and during regular custodial hours per employee contracts. In the event over holidays or weekends the Lessee is the sole occupant of the building, Lessee will accept full responsibility for entering, locking and securing the facility in accordance with Lessor's security regulations.
10. **FIRE.** It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Lessor

will repair and restore the same to good tenable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenable condition, provided, however, that if the Lessee shall fail to adjust his own insurance or to remove this damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Lessee, his agents or employees, and provided further that if the Lessee shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefore against the Lessee, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Lessor may at his option terminate this lease forthwith by a written notice to the Lessee.

- 11. REPAIRS.** The Lessor after receiving written notice from the Lessee and having reasonable opportunity thereafter to obtain the necessary workmen, therefore, agrees to keep in good order and repair the roof and the four outer walls of the premises.
- 12. INDEMNIFICATION.** The Lessee agrees, to the extent permitted by law, to indemnify and hold Lessor harmless against all liabilities, damage to any person or property in, on or about said leased premises, or other expenses, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Lessor from any act of neglect or default by Lessee occurring during the term of this Lease, including any liability, damage or injury to the Lessee, its agents, employees, invitees or other persons entering the premises, or to goods and chattels therein, resulting from any defect in the structure or its equipment, or in the structure or equipment of structure of which the demised premises are a part. This obligation shall survive any termination of this Lease.
- 13. INSURANCE.** The Lessee will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Lessor in the sum of five hundred thousand (\$500,000) dollars for damages resulting to one person and one million (\$1,000,000) dollars for damages resulting from one casualty, and one hundred thousand (\$100,000) dollars property damage insurance resulting from any one occurrence. Lessee shall deliver said policies to the Lessor and upon Lessee's failure so to do the Lessor may at his option obtain such insurance the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day or terminate lease.
- 14. REPAIRS AND ALTERATIONS.** Except as provided in Paragraph 12 hereof, the Lessee further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair, and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements expected. The Lessee shall not make any alterations, additions, or improvements to said premises without the Lessor's prior written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Lessee, shall be the property of the Lessor, and shall remain upon and be surrendered with the premises at the termination

of this lease, without molestation or injury.

**15. SIGN.** Upon prior written approval of Lessor, Lessee may erect reasonable signage identifying the Academy.

**16. LESSOR ACCESS.** The Lessee covenants and agrees that the Lessor may enter the demised premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Lessor essential to the use and occupancy of other parts of the Lessor's building.

**17. EMINENT DOMAIN.** That in the event the premises, or any part thereof, are taken through exercise of the power of eminent domain, the entire award for damages to the premises, both leasehold and reversion, shall be the sole property of the Lessor, and the Lessee hereby assigns to the Lessor all the Lessee's right, title and interest in any joint award made pursuant to any such proceedings, and authorizes and empowers the Lessor in the name of the Lessee to receipt and give acquittance therefore, and to make, execute and deliver in the Lessee's name any release or other instrument that may be required to recover any such award or judgment.

In the event the entire premises are taken, rental shall be considered paid to date the Lessee is ousted pursuant to such proceedings, and all the other covenants and conditions of this lease having been performed, this lease shall be void.

If less than the whole be taken, the Lessor may at the Lessor's option restore the remainder of the premises.

In event the Lessor shall elect not to restore the building, this lease shall be void in the same manner as is above provided, in event the entire premises are taken.

**18. RESERVATION.** The Lessor reserves the right of free access at all times to the roof of said leased premises and reserves the right to rent said roof for advertising purposes. The Lessee shall not erect any structures for storage or any aerial or use the roof for any purpose without the consent in writing of the Lessor.

**19. COMPLIANCE WITH LAWS.** The Lessee shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby and the cleanliness, safety, occupation and use of same.

**20. CONDITION OF PREMISES AT TIME OF LEASE.** The Lessee further acknowledges that he has examined the said leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Lessor, or his agent, which are not herein expressed, and the Lessee hereby accepts the leased premises in their present condition at the date of the execution of this lease.

**21. DISCLAIMER.** The Lessor shall not be responsible or liable to the Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the

premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Lessee or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.

- 22. HOLDING OVER.** It is hereby agreed that in the event of the Lessee herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary. Rent shall be in the amount 1 1/2 times monthly hereunder.
- 23. RIGHT OF FIRST REFUSAL.** During the term of this Lease, Lessee shall have the right of first refusal on any additional square footage of space (the "Expansion Space") located in the Taylor School. If at any time during the term of this Lease, Lessor receives an offer to rent all or a portion of the Expansion Space, Lessor shall provide Lessee with the first offer to rent said Expansion Space, but otherwise on the same terms and conditions as set forth in this Lease. Lessee shall have seven (7) days after receipt of written notification of said third party offer, including a copy of the offer, to exercise its right hereunder. If Lessee does not exercise its right hereunder within said seven (7) day period, Lessor may rent the additional space to such third party. If such third party decides not to rent the additional space, Lessee's right of first refusal hereunder shall continue with respect to future third party offers.
- 24. ACCESS TO PREMISES.** The Lessor shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the Lessor deems any repairs necessary, he may demand that the Lessee make the same if the Lessee refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Lessor may make or cause to be made such repairs and shall not be responsible to the Lessee for any loss or damage that may accrue to his stock or business by reason thereof, and if the Lessor makes or causes to be made such repairs, the Lessee agrees that he will forthwith on demand pay to the Lessor the cost thereof with interest at 10% annum, and if he shall make default in such payment the Lessor shall have the remedies provided in Paragraph 5. hereof.
- 25. RE-ENTRY.** In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Lessor, his certain attorney, heirs, representatives and assigns, to reenter into, repossess the said premises and the Lessee and each and every occupant to remove and put out.
- 26. QUIET ENJOYMENT.** The Lessor covenants that the said Lessee, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.
- 27. EXPENSES-DAMAGES RE-ENTRY.** In the event that the Lessor shall, during the period covered by this lease, obtain possession of said premises by re-entry, summary proceedings, or otherwise, the Lessee hereby agrees to pay out the Lessor the expense incurred in obtaining possession of said premises including attorney's fees and court costs, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.
- 28. REMEDIES NOT EXCLUSIVE.** It is agreed that each and every of the rights, remedies and benefits provided by this lease 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.

- 29. WAIVER.** One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a further breach of the same covenant or condition.
- 30. NOTICE.** Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Lessee is in writing addressed to the Lessee at his last known Post Office address or at the leased premises and deposited in the mail with postage prepaid.
- 31. OPTION TO EXTEND OR RENEW.** Any renewal or extension of this agreement shall be subject to a review and renegotiation of all terms and conditions as approved by Livonia Public Schools School District. The rental rate for such extensions or renewal periods shall increase at a rate consistent with the percentage increase in the cost-of-living index for the previous twelve-month period. As used herein, the cost-of-living index shall be the ALL ITEMS CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS FOR THE DETROIT, MICHIGAN METROPOLITAN AREA.
- 32. OPTION TO TERMINATE.** It shall be understood and agreed between the parties that upon a written ninety (90) days notice to the Lessee, the Lessor reserves the right to terminate said Lease Agreement, effective at the termination of the then-current academic year, if it becomes necessary to use the facility for its own purposes.
- 33. TAXES AND ASSESSMENT.** Lessor shall use its best efforts to maintain the current tax-exempt status for the premises. However, should a possessory interest tax or any other personal property or real property tax or assessment whatever be assessed against the Lessor or the premises as a result of this Lease of the premises, the Lessee agrees to and shall pay it pro rata share of all such foregoing taxes and assessments and charges prior to the date of delinquency thereof and given written notice of each such payment to the Lessor within five (5) days after such payment is made. Lessee may contest the validity or amount of such taxes or assessments but shall hold Lessor harmless with respect to any such contest. Lessee's pro rata share of any such taxes shall be the ratio of the square feet in the demised premises to the total number of square feet of leasable space in the entire premises which is assessed for such taxes.
- 34. MISCELLANEOUS.** It is agreed that in this Lease the word "he" shall be used as synonymous with the words "she," "it" and "they," and the word "his" synonymous with the words "her," "its" and "their."

The covenants, conditions and agreement made and entered into by the parties hereto are declared binding on their respective successors, representatives and assigns.

**IN WITNESS WHEREOF,** the parties have accepted this Agreement at a duly authorized meeting and their authorized designated representatives have hereunto set their hands and seals and day and year first above written.

**IN THE PRESENCE OF:**

**LIVONIA PUBLIC SCHOOLS**

**By:** \_\_\_\_\_  
**Assistant Superintendent of  
District Services**

**By:** \_\_\_\_\_  
**Livonia Board of Education President**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Livonia Board of Education Secretary**

**IN THE PRESENCE OF:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Ted Delphia  
Himawari Preschool**



## LEASE AGREEMENT

THIS LEASE, made this day, effective **July 1, 2023**, by and between LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT, the Lessor (hereinafter designated as the Lessor), and the THE LEARNING TREE CHILD CARE CENTER Lessee (hereinafter designated as the Lessee).

### WITNESSETH:

- 1. LEASE.** The Lessor, in consideration of the rents to be paid and the covenants and agreements to be performed by the Lessee, does hereby lease unto the Lessee the following described premises situated in the City of Livonia, Wayne County, Michigan, to wit:

A portion of the real property known as Marshall School, located at 33901 Curtis Road, Livonia, Wayne County, Michigan 48152, consisting of approximately 19,100 square feet of property space EXCLUDING THE FOLLOWING: Rooms 1-5, the LMC and it's adjoining Office, Tech Room, AV Work Room, Small Group Room.

for a term of one (1) year from and after **July 1, 2023 – June 30, 2024**, fully to be completed and ended the Lessee yielding and paying during the continuance of this lease unto the Lessor for annual rent of said premises the amount of **Two hundred thirty-four thousand, six hundred thirty-four and 00/100 dollars (\$234,634.00)**. The monthly payment of **Nineteen thousand, five hundred fifty-two and 83/100 (\$19,552.83)** is due on the first of each month for the term of the lease.

- 1a. RENT DEPOSIT.** Lessee at the time of making the original lease agreement issued to the Lessor a deposit (\$1,000.00) for security purposes. At the termination of this lease, a determination will be made as to the rebate value of said deposit. Due consideration will be given to normal "wear and tear" in determining the amount of rebate.
- 2. RENT.** The Lessee hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Lessor at the dates and times above mentioned, the rent above reserved.
- 3. SERVICES.** The Lessor shall provide custodial services, electrical utilities, water and heat to the premises. Lessee shall arrange for the installation of any telephones at its own cost and shall be responsible for any telephone charges.
- 4. INSURANCE.** In addition to the rentals hereinbefore specified, the Lessee agrees to pay as additional rental any increase on premiums for insurance against loss by fire that may be charged during the term of this lease on the amount of insurance now carried by the Lessor on the premises and on the improvements situated on said premises, resulting from the business carried on in the leased premises by the Lessee or the character of its occupancy, whether or not the Lessor has consented to the same.

5. **ADDITIONAL RENT.** If the Lessee shall default in any payment or expenditure other than rent required to be paid or expended by the Lessee under the terms hereof, the Lessor may at his option make such a payment or expenditure, in which event the amount thereof shall be payable as rental to the Lessor by the Lessee on the next ensuing rent day together with interest at ten (10%) percent per annum from the date of such payment or expenditure by the Lessor and on default in such payment the Lessor shall have the same remedies as on default in payment of rent.

The Lessee agrees that in the event the services provided by the Lessor are required at such time that the Lessor's employees are not required to work by contract agreement with the Lessor, Lessee shall absorb such additional costs or at a minimum their pro-rata share of such costs, including but not limited to custodial services, overtime or holiday wages, etc.

6. **PLACE OF PAYMENT.** All payments of rent or other sums to be made to the Lessor shall be made payable to Livonia Public Schools at 15125 Farmington Road, Livonia, Michigan 48154 or at such place as the Lessor shall designate from time to time.
7. **ASSIGNMENT.** The Lessee covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Lessor. Any assignment, transfer, hypothecation, mortgage of subletting without said written consent shall give the Lessor the right to terminate this lease and to re-enter and repossess the leased premises.
8. **BANKRUPTCY AND INSOLVENCY.** The Lessee agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Lessee shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Lessee, or if any assignment shall be made of the Lessee's property for the benefit of creditors, then and in such event this lease may be cancelled at the option of the Lessor.
9. **RIGHT TO MORTGAGE.** The Lessor reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Lessor's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the lease premises form a part. And the Lessee covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by the Lessor and any mortgagees or proposed mortgagees and hereby irrevocably appoints the Lessor the attorney-in-fact of the Lessee to execute and deliver any such instrument or instruments for and in the name of the Lessee.

10. **USE.** It is understood and agreed between the parties hereto that the premises during the continuance of this lease shall be occupied exclusively as a preschool and for no other purpose or purposes or for any other commercial activity of any nature, without written consent of the Lessor. The Lessee agrees and shall not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Lessor may at his option terminate this lease forthwith and re-enter and repossess the leased premises. The Lessee shall use the premises during regular school hours and during regular custodial hours per employee contracts. In the event over holidays or weekends the Lessee is the sole occupant of the building, Lessee will accept full responsibility for entering, locking and securing the facility in accordance with Lessor's security regulations.
11. **FIRE.** It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Lessor will repair and restore the same to good tenantable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenantable condition, provided, however, that if the Lessee shall fail to adjust his own insurance or to remove this damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Lessee, his agents or employees, and provided further that if the Lessee shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefore against the Lessee, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Lessor may at his option terminate this lease forthwith by a written notice to the Lessee.
12. **REPAIRS.** The Lessor after receiving written notice from the Lessee and having reasonable opportunity thereafter to obtain the necessary workmen, therefore, agrees to keep in good order and repair the roof and the four outer walls of the premises. **Notwithstanding the foregoing, during the term of this Lease, Lessor shall not be responsible to make any capital improvements or repairs to the building or within the Premises exceeding \$30,000.00 Dollars.**
13. **INDEMNIFICATION.** The Lessee agrees and shall indemnify and hold Lessor harmless against all liabilities, damage to any person or property in, on or about said leased premises, or other expenses, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Lessor from any act of neglect or default by Lessee occurring during the term of this lease, including

any liability, damage or injury to the Lessee, its agents, employees, invitees or other persons entering the premises, or to goods and chattels therein, resulting from any defect in the structure or its equipment, or in the structure or equipment of structure of which the demised premises are a part. This obligation shall survive any termination of this lease.

- 14. INSURANCE.** The Lessee will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Lessor in the sum of five hundred thousand (\$500,000) dollars for damages resulting to one person and one million (\$1,000,000) dollars for damages resulting from one casualty, and one hundred thousand (\$100,000) dollars property damage insurance resulting from any one occurrence. Lessee shall deliver said policies to the Lessor and upon Lessee's failure so to do the Lessor may at his option obtain such insurance the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day or terminate lease.
- 15. REPAIRS AND ALTERATIONS.** Except as provided in Paragraph 12 hereof, the Lessee further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair, and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements expected. The Lessee shall not make any alterations, additions, or improvements to said premises without the Lessor's prior written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Lessee, shall be the property of the Lessor, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury.

**15a. SIGN.** Lessee shall be entitled to sign usage, advertising its business, in front of the leased premises. The cost for such signage, however, shall be borne solely by the Lessee. Any other signage (including any fixtures to the building of the leased premises) shall be allowed, and shall be at Lessee's sole cost. Lessee shall not place in, on or about any door or window any lettering, placard or window signs without first receiving Lessor's prior written consent. All signage must comply with City of Livonia Sign Ordinance.
- 16. LESSOR ACCESS.** The Lessee covenants and agrees that the Lessor may enter the demised premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Lessor essential to the use and occupancy of other parts of the Lessor's building.
- 17. EMINENT DOMAIN.** That in the event the premises, or any part thereof, are taken through exercise of the power of eminent domain, the entire award for damages to the premises, both leasehold and reversion, shall be the sole property of the

Lessor, and the Lessee hereby assigns to the Lessor all the Lessee's right, title and interest in any joint award made pursuant to any such proceedings, and authorizes and empowers the Lessor in the name of the Lessee to receipt and give acquittance therefore, and to make, execute and deliver in the Lessee's name any release or other instrument that may be required to recover any such award or judgment.

In the event the entire premises are taken, rental shall be considered paid to date the Lessee is ousted pursuant to such proceedings, and all the other covenants and conditions of this lease having been performed, this lease shall be void.

If less than the whole be taken, the Lessor may at the Lessor's option restore the remainder of the premises.

In event the Lessor shall elect not to restore the building, this lease shall be void in the same manner as is above provided, in event the entire premises are taken.

18. **RESERVATION.** The Lessor reserves the right of free access at all times to the roof of said leased premises and reserves the right to rent said roof for advertising purposes. The Lessee shall not erect any structures for storage or any aerial, or use the roof for any purpose without the consent in writing of the Lessor.
19. **COMPLIANCE WITH LAWS.** The Lessee shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby and the cleanliness, safety, occupation and use of same.
20. **CONDITION OF PREMISES AT TIME OF LEASE.** The Lessee further acknowledges that he has examined the said leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Lessor, or his agent, which are not herein expressed, and the Lessee hereby accepts the leased premises in their present condition at the date of the execution of this lease.
21. **DISCLAIMER.** The Lessor shall not be responsible or liable to the Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Lessee or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.
22. **HOLDING OVER.** It is hereby agreed that in the event of the Lessee herein holding over after the termination of this lease, thereafter the tenancy shall be from

month to month in the absence of a written agreement to the contrary. Rent shall be in the amount 1 ½ times monthly hereunder.

23. **ACCESS TO PREMISES.** The Lessor shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the Lessor deems any repairs necessary, he may demand that the Lessee make the same if the Lessee refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Lessor may make or cause to be made such repairs and shall not be responsible to the Lessee for any loss or damage that may accrue to his stock or business by reason thereof, and if the Lessor makes or causes to be made such repairs, the Lessee agrees that he will forthwith on demand pay to the Lessor the cost thereof with interest at 10% annum, and if he shall make default in such payment the Lessor shall have the remedies provided in Paragraph 5. hereof.
24. **RE-ENTRY.** In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Lessor, his certain attorney, heirs, representatives and assigns, to re-enter into, repossess the said premises and the Lessee and each and every occupant to remove and put out.
25. **QUIET ENJOYMENT.** The Lessor covenants that the said Lessee, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.
26. **EXPENSES-DAMAGES RE-ENTRY.** In the event that the Lessor shall, during the period covered by this lease, obtain possession of said premises by re-entry, summary proceedings, or otherwise, the Lessee hereby agrees to pay out the Lessor the expense incurred in obtaining possession of said premises including attorney's fees and court costs, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.
27. **REMEDIES NOT EXCLUSIVE.** It is agreed that each and every of the rights, remedies and benefits provided by this lease 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.
28. **WAIVER.** One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a further breach of the same covenant or condition.
29. **NOTICE.** Whenever under this lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Lessee

is in writing addressed to the Lessee at his last known Post Office address or at the leased premises and deposited in the mail with postage prepaid.

30. **OPTION TO EXTEND OR RENEW.** Any renewal or extension of this agreement shall be subject to a review and renegotiation of all terms and conditions as approved by LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT. The rental rate for such extensions or renewal periods shall increase at a rate consistent with the percentage increase in the cost of living index for the previous twelve month period. As used herein, the cost of living index shall be the ALL ITEMS CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS FOR THE DETROIT, MICHIGAN METROPOLITAN AREA.
31. **OPTION TO TERMINATE.** It shall be understood and agreed between the parties that upon a written ninety (90) days notice to the Lessee, the Lessor reserves the right to terminate said Lease Agreement if it becomes necessary to use the facility for its own purposes.
32. **TAXES AND ASSESSMENT.** Lessor shall use its best efforts to maintain the current tax exempt status for the premises. However, should a possessory interest tax or any other personal property or real property tax or assessment whatever be assessed against the Lessor or the premises as a result of this lease of the premises, the Lessee agrees to and shall pay it pro rata share of all such foregoing taxes and assessments and charges prior to the date of delinquency thereof and given written notice of each such payment to the Lessor within five (5) days after such payment is made. Lessee may contest the validity or amount of such taxes or assessments, but shall hold Lessor harmless with respect to any such contest. Lessee's pro rata share of any such taxes shall be the ratio of the square feet in the demised premises to the total number of square feet of leasable space in the entire premises which is assessed for such taxes.
33. **MISCELLANEOUS.** It is agreed that in this lease the word "he" shall be used as synonymous with the words "she," "it" and "they," and the word "his" synonymous with the words "her," "its" and "their."

The covenants, conditions and agreement made and entered into by the parties hereto are declared binding on their respective successors, representatives and assigns.

**IN WITNESS WHEREOF**, the parties have accepted this Agreement at a duly authorized meeting and their authorized designated representatives have hereunto set their hands and seals and day and year first above written.

**IN THE PRESENCE OF:**

**By:** \_\_\_\_\_  
**Assistant Superintendent  
of District Services**

**By:** \_\_\_\_\_

**IN THE PRESENCE OF:**

**By:** \_\_\_\_\_

**LIVONIA PUBLIC SCHOOLS**

**By:** \_\_\_\_\_  
**Livonia Board of Education President**

**By:** \_\_\_\_\_  
**Livonia Board of Education Secretary**

**By:** \_\_\_\_\_  
**Learning Tree Representative**



## LEASE AGREEMENT

THIS LEASE, made this day, effective **July 1, 2023**, by and between LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT, the Lessor (hereinafter designated as the Lessor), and the LIVONIA LITTLE TOTS DAY NURSERY Lessee (hereinafter designated as the Lessee).

### WITNESSETH:

- LEASE.** The Lessor, in consideration of the rents to be paid and the covenants and agreements to be performed by the Lessee, does hereby lease unto the Lessee the following described premises situated in the City of Livonia, Wayne County, Michigan, to wit:

A portion of the property known as Cass School, 34633 Munger, Livonia, Michigan: Classrooms 12 - 24, main office, teacher lounge, LMC and kitchen with storage room

The total lease space is 19,600 square feet (of which the portion of LMC used is 7,000 square feet) for a term of twelve (12) months from and after **July 1, 2023– June 30, 2024**, fully to be completed and ended the Lessee yielding and paying during the continuance of this lease unto the Lessor for annual rent of said premises the amount of **Two hundred six thousand one hundred fifty-four, and 00/100 cents (\$206,154.00)**. The monthly payment of **Seventeen thousand, one hundred seventy-nine and 47/100 (\$17,179.47)** is due on the first of each month for the term of the lease.

- 1a. RENT DEPOSIT.** Lessee at the time of making the original lease agreement issued to the Lessor a deposit (\$1,000.00) for security purposes. At the termination of this lease, a determination will be made as to the rebate value of said deposit. Due consideration will be given to normal "wear and tear" in determining the amount of rebate.
- 2. RENT.** The Lessee hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Lessor at the dates and times above mentioned, the rent above reserved.
- 3. SERVICES.** The Lessor shall provide custodial services, electrical utilities, water and heat to the premises. Lessee shall arrange for the installation of any telephones at its own cost and shall be responsible for any telephone charges.
- 4. INSURANCE.** In addition to the rentals hereinbefore specified, the Lessee agrees to pay as additional rental any increase on premiums for insurance against loss by fire that may be charged during the term of this lease on the amount of insurance now carried by the Lessor on the premises and on the improvements situated on said premises, resulting from the business carried on in the leased premises by the Lessee or the character of its occupancy, whether or not the Lessor has consented to the

same.

5. **ADDITIONAL RENT.** If the Lessee shall default in any payment or expenditure other than rent required to be paid or expended by the Lessee under the terms hereof, the Lessor may at his option make such a payment or expenditure, in which event the amount thereof shall be payable as rental to the Lessor by the Lessee on the next ensuing rent day together with interest at ten (10%) percent per annum from the date of such payment or expenditure by the Lessor and on default in such payment the Lessor shall have the same remedies as on default in payment of rent.

The Lessee agrees that in the event the services provided by the Lessor are required at such time that the Lessor's employees are not required to work by contract agreement with the Lessor, Lessee shall absorb such additional costs or at a minimum their pro-rata share of such costs, including but not limited to custodial services, overtime or holiday wages, etc.

6. **PLACE OF PAYMENT.** All payments of rent or other sums to be made to the Lessor shall be made payable to Livonia Public Schools at 15125 Farmington Road, Livonia, Michigan 48154 or at such place as the Lessor shall designate from time to time.
7. **ASSIGNMENT.** The Lessee covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Lessor. Any assignment, transfer, hypothecation, mortgage of subletting without said written consent shall give the Lessor the right to terminate this lease and to re-enter and repossess the leased premises.
8. **BANKRUPTCY AND INSOLVENCY.** The Lessee agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Lessee shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Lessee, or if any assignment shall be made of the Lessee's property for the benefit of creditors, then and in such event this lease may be cancelled at the option of the Lessor.
9. **RIGHT TO MORTGAGE.** The Lessor reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Lessor's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the lease premises form a part. And the Lessee covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by the Lessor and any mortgagees or proposed mortgagees and hereby irrevocably appoints the Lessor the attorney-in-fact of the Lessee to execute and deliver any such instrument or instruments for and in the name of the Lessee.
10. **USE.** It is understood and agreed between the parties hereto that the premises during the continuance of this lease shall be occupied exclusively as a preschool and for no other purpose or purposes or for any other commercial activity of any nature, without

written consent of the Lessor. The Lessee agrees and shall not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Lessor may at his option terminate this lease forthwith and re-enter and repossess the leased premises. The Lessee shall use the premises during regular school hours and during regular custodial hours per employee contracts. In the event over holidays or week-ends the Lessee is the sole occupant of the building, Lessee will accept full responsibility for entering, locking and securing the facility in accordance with Lessor's security regulations.

11. **FIRE.** It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Lessor will repair and restore the same to good tenable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenable condition, provided, however, that if the Lessee shall fail to adjust his own insurance or to remove this damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Lessee, his agents or employees, and provided further that if the Lessee shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefore against the Lessee, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Lessor may at his option terminate this lease forthwith by a written notice to the Lessee.
12. **REPAIRS.** The Lessor after receiving written notice from the Lessee and having reasonable opportunity thereafter to obtain the necessary workmen, therefore, agrees to keep in good order and repair the roof and the four outer walls of the premises.
13. **INDEMNIFICATION.** The Lessee agrees and shall indemnify and hold Lessor harmless against all liabilities, damage to any person or property in, on or about said leased premises, or other expenses, including reasonable attorneys fees, which may be imposed upon, incurred by, or asserted against the Lessor from any act of neglect or default by Lessee occurring during the term of this lease, including any liability, damage or injury to the Lessee, its agents, employees, invitees or other persons entering the premises, or to goods and chattels therein, resulting from any defect in the structure or its equipment, or in the structure or equipment of structure of which the demised premises are a part. This obligation shall survive any termination of this lease.
14. **INSURANCE.** The Lessee will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Lessor in the sum of five hundred thousand (\$500,000) dollars for damages resulting to one person and one million (\$1,000,000) dollars for damages resulting from one casualty, and one hundred thousand (\$100,000) dollars property damage insurance resulting from any

one occurrence. Lessee shall deliver said policies to the Lessor and upon Lessee's failure so to do the Lessor may at his option obtain such insurance the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day or terminate lease.

- 15. REPAIRS AND ALTERATIONS.** Except as provided in Paragraph 12 hereof, the Lessee further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair, and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements expected. The Lessee shall not make any alterations, additions, or improvements to said premises without the Lessor's prior written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Lessee, shall be the property of the Lessor, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury.
- 15a. SIGN.** Lessee shall be entitled to erect signs advertising its business with the sign and its location to be reasonable to the Lessor.
- 16. LESSOR ACCESS.** The Lessee covenants and agrees that the Lessor may enter the demised premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Lessor essential to the use and occupancy of other parts of the Lessor's building.
- 17. EMINENT DOMAIN.** That in the event the premises, or any part thereof, are taken through exercise of the power of eminent domain, the entire award for damages to the premises, both leasehold and reversion, shall be the sole property of the Lessor, and the Lessee hereby assigns to the Lessor all the Lessee's right, title and interest in any joint award made pursuant to any such proceedings, and authorizes and empowers the Lessor in the name of the Lessee to receipt and give acquittance therefore, and to make, execute and deliver in the Lessee's name any release or other instrument that may be required to recover any such award or judgment.

In the event the entire premises are taken, rental shall be considered paid to date the Lessee is ousted pursuant to such proceedings, and all the other covenants and conditions of this lease having been performed, this lease shall be void.

If less than the whole be taken, the Lessor may at the Lessor's option restore the remainder of the premises. In event the Lessor shall elect not to restore the building, this lease shall be void in the same manner as is above provided, in event the entire premises are taken.

- 18. RESERVATION.** The Lessor reserves the right of free access at all times to the roof of said leased premises and reserves the right to rent said roof for advertising purposes. The Lessee shall not erect any structures for storage or any aerial, or use the roof for any purpose without the consent in writing of the Lessor.

- 19. COMPLIANCE WITH LAWS.** The Lessee shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby and the cleanliness, safety, occupation and use of same.
- 20. CONDITION OF PREMISES AT TIME OF LEASE.** The Lessee further acknowledges that he has examined the said leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Lessor, or his agent, which are not herein expressed, and the Lessee hereby accepts the leased premises in their present condition at the date of the execution of this lease.
- 21. DISCLAIMER.** The Lessor shall not be responsible or liable to the Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Lessee or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.
- 22. HOLDING OVER.** It is hereby agreed that in the event of the Lessee herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary. Rent shall be in the amount 1 ½ times monthly hereunder.
- 23. ACCESS TO PREMISES.** The Lessor shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the Lessor deems any repairs necessary, he may demand that the Lessee make the same if the Lessee refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Lessor may make or cause to be made such repairs and shall not be responsible to the Lessee for any loss or damage that may accrue to his stock or business by reason thereof, and if the Lessor makes or causes to be made such repairs, the Lessee agrees that he will forthwith on demand pay to the Lessor the cost thereof with interest at 10% annum, and if he shall make default in such payment the Lessor shall have the remedies provided in Paragraph 5. hereof.
- 24. RE-ENTRY.** In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Lessor, his certain attorney, heirs, representatives and assigns, to re-enter into, repossess the said premises and the Lessee and each and every occupant to remove and put out.
- 25. QUIET ENJOYMENT.** The Lessor covenants that the said Lessee, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

- 26. EXPENSES-DAMAGES RE-ENTRY.** In the event that the Lessor shall, during the period covered by this lease, obtain possession of said premises by re-entry, summary proceedings, or otherwise, the Lessee hereby agrees to pay out the Lessor the expense incurred in obtaining possession of said premises including attorney's fees and court costs, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.
- 27. REMEDIES NOT EXCLUSIVE.** It is agreed that each and every of the rights, remedies and benefits provided by this lease 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.
- 28. WAIVER.** One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a further breach of the same covenant or condition.
- 29. NOTICE.** Whenever under this lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Lessee is in writing addressed to the Lessee at his last known Post Office address or at the leased premises and deposited in the mail with postage prepaid.
- 30. OPTION TO EXTEND OR RENEW.** Any renewal or extension of this agreement shall be subject to a review and renegotiation of all terms and conditions as approved by LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT. The rental rate for such extensions or renewal periods shall increase at a rate consistent with the percentage increase in the cost of living index for the previous twelve month period. As used herein, the cost of living index shall be the ALL ITEMS CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS FOR THE DETROIT, MICHIGAN METROPOLITAN AREA.
- 31. OPTION TO TERMINATE.** It shall be understood and agreed between the parties that upon a written ninety (90) days' notice to the Lessee, the Lessor reserves the right to terminate said Lease Agreement if it becomes necessary to use the facility for its own purposes.
- 32. TAXES AND ASSESSMENT.** Lessor shall use its best efforts to maintain the current tax exempt status for the premises. However, should a possessory interest tax or any other personal property or real property tax or assessment whatever be assessed against the Lessor or the premises as a result of this lease of the premises, the Lessee agrees to and shall pay it pro rata share of all such foregoing taxes and assessments and charges prior to the date of delinquency thereof and given written notice of each such payment to the Lessor within five (5) days after such payment is made. Lessee may contest the validity or amount of such taxes or assessments, but shall hold Lessor harmless with respect to any such contest. Lessee's pro rata share of any such taxes shall be the ratio of the square feet in the demised premises to the total number of square feet of leasable space in the entire premises which is assessed for such taxes.

**33. MISCELLANEOUS.** It is agreed that in this lease the word "he" shall be used as synonymous with the words "she," "it" and "they," and the word "his" synonymous with the words "her," "its" and "their."

The covenants, conditions and agreement made and entered into by the parties hereto are declared binding on their respective successors, representatives and assigns.

**IN WITNESS WHEREOF**, the parties have accepted this Agreement at a duly authorized meeting and their authorized designated representatives have hereunto set their hands and seals and day and year first above written.

**IN THE PRESENCE OF:**

**LIVONIA PUBLIC SCHOOLS**

By: \_\_\_\_\_  
**Assistant Superintendent  
of District Services**

By: \_\_\_\_\_  
**Livonia Board of Education President**

By: \_\_\_\_\_

By: \_\_\_\_\_  
**Livonia Board of Education Secretary**

**IN THE PRESENCE OF:**

By: \_\_\_\_\_

By: \_\_\_\_\_  
**Elizabeth Cinque, Director  
Livonia Little Tots Day Nursery**



Date: June 6, 2023  
To: Andrea Oquist, Superintendent  
From: Theresa O'Brien, Chief Academic Officer  
Subject: PA 48 Goals and Results

I would like to request to be placed on the Curriculum Committee agenda for the June 6, 2023, Board of Education Committee of the Whole meeting. I would like to share the results of each schools' PA 48 goals for the 2022-23 school year. Below is a description of the requirements of the PA 48 law.

[Public Act 48 of 2021](#) section 98b requires districts, traditional public, public school academies, and intermediate districts, who wish to receive state aid for 2022-2023 year to:

- Establish school goals expected to be achieved for the 2022-23 school year. These goals must:
  - Be established with the school leader and teachers by September 15, 2022
  - Correlate to goals established in the extended learning plans from 2021-22
  - Contain achievement or growth goals that will be measured in reading and math for all grades
  - In grades K-8 the goal must be based on benchmark assessments that are approved under the Third Grade Reading Law
  - Be presented, not later than the first board meeting in February 2023 and not later than the last board meeting of the academic year, on accomplishments of school established goals.
    - Ensure that the information presented to the board is disaggregated by grade level, by student demographics, and by the mode of instruction received by the pupils to which the information applies.
    - Post the information through the transparency reporting link located on the District's website.



Date: June 6, 2023  
To: Andrea Oquist, Superintendent  
From: Theresa O'Brien, Chief Academic Officer  
Subject: Purchase of Textbooks for Spanish 4 and 5

I would like to request to be placed on the Curriculum Committee agenda for the June 12, 2023, Board of Education Committee of the Whole meeting with a recommendation to purchase Auténtico 3 for Spanish 4-5 from Savvas Learning for \$23,062.92. This purchase would include classroom sets of textbooks and eight years of digital licenses. The purchase also includes the Teacher Guides and resources for free.

Thank you for your consideration of this request.

**Livonia Public Schools  
Academic Services Department  
World Languages**

**DATE:** May 9, 2023

**TO:** Kristen Quesada, Principal, Churchill  
Pete Mazzoni, Principal, Stevenson  
Andrew Pesci, Principal, Franklin

**FROM:** Matthew Miga  
World Language Facilitator

**SUBJECT: Textbook Recommendation for Spanish 4/5**

**Committee Members**

Vicki Buchta, Churchill  
Rosemarie Wywrot, Franklin  
Michael Demongey, Stevenson

**Recommended Textbook:**

**Auténtico 3** 2018, Pearson Education, Inc.

**Lakisha Flowers, Account General Manager**

**Savvas Learning Company**

Office: 586-357-0134

[Lakisha.Flowers@savvas.com](mailto:Lakisha.Flowers@savvas.com)

Cost proposal attached

**Estimated distribution of textbooks (Estimated total 150)**

90 physical copies of the Autentico 3 textbook with digital access

60 digital access to the Autentico 3 textbook

(Teachers have requested a class set of books, so we are ordering a set of 30 physical copies for each high school but making sure all students will have digital access to the textbooks.)

**Summary of Course**

Spanish 4 and Spanish 5 continues to introduce students to the Spanish language and Hispanic culture through the study and use of the three modes of communication (interpersonal, presentational, and interpretive). Students aim to develop proficiency in the five focus areas of second-language acquisition (communication, cultures, connections, comparisons, and communities). Students will develop an intercultural awareness of the world around them and an understanding that proficiency in a world language is a powerful tool to help them succeed in our interconnected world.

## **Overview**

The current textbook represents an outdated mindset of how languages should be taught. Pedagogy has evolved to a more communicative approach. In addition, teachers are seeking to have a guaranteed viable curriculum, so all students have equitable access to an upper-level Spanish curriculum. The Autentico textbook will help with both focus areas. The Auténtico series was implemented with Level 1, 2, and 3. Based on teacher feedback and continuation of scope and sequence, the committee wants to continue with the Autentico series. This textbook was clearly designed with the Common Core State Standards and best practices in mind. It was developed with input from Spanish teachers based on current pedagogical research that will allow students opportunities for growth in interpersonal, presentational, and interpretive communication.

After reviewing the textbook, the committee recognized two shortcomings of the textbook series: units that connected with our students and some state standards not being met. Adios textbook was a resource that Spanish III teachers were using and offered a variety of up-to-date, curated, and proficiency-oriented units as well as tools to help teachers make progress towards proficiency-based, acquisition-driven instruction. Spanish IV/V teachers piloted this material as a supplement to the textbook, rotating back and forth between textbook units and Adios textbook units. Students and teachers responded positively to the use of this resource. It also allowed teachers to create a more robust two-year cycle for the curriculum so that students who take both Spanish IV and Spanish V would experience new units each year while not losing out on standards and content expectations.

## **Evaluation Process**

All world language teachers met together to review research and best practices. The committee determined that the best situation would be one in which each language adopted a series, thereby the concepts would flow coherently, and we would anticipate fewer gaps in content coverage. After reading contemporary best-practice research and second-language acquisition research, the team used the same needs assessment summary as for the Level 1, 2, and 3 courses.

The Spanish team was composed of teachers from all the high schools. One teacher engaged in the process of selecting the Spanish 1, 2, and 3 textbook also served on the Spanish 4/5 textbook selection committee. All teachers were invited to give insight to whether to continue with the textbook series or not. In addition, teachers were able to pilot the materials for the 2022-23 school year. The insights of colleagues were carefully considered as the committee made its decision to continue with the textbook series. In addition, the team used a survey of Spanish 2, Spanish 3, and Spanish 4 from 2021-22 students to determine their needs.

**Needs Assessment Summary**

- Based on the best-practice and second-language acquisition research, the team developed the following graphic to guide our needs assessment:

<b>BALANCED</b>			
	<b>Planning with Themes</b>	<b>Instruction via Contextualized Communication</b>	<b>Assessment Continuum</b>
<b>I N P U T</b>	Authentic texts and materials Culturally appropriate Spiraled Age-appropriate/Engaging Cross-curricular connections	Focus on Form (Grammar) Balance (implicit vs explicit instruction, of modalities) Tasks and activities Learning continuum advancement appropriate accuracy	Rubric-based approach Focused on proficiency levels Tasks Can-do vs Knowing Feedback
<b>OUTPUT</b>			

- Based on student feedback, the team developed the following vision statement to help guide our work:
- **Students will leave Spanish 5 being able to speak Spanish spontaneously and freely at an Intermediate-mid proficiency level by using presentational communication to help students be able to shelter vocabulary and grammar while discussing everyday topics that are meaningful to them as well as make culture an every-day part of classroom practice.**

**Evaluation Criteria**

The committee reviewed the materials, evaluations and rubric that the Level 1 committee utilized to determine Auténtico as the recommended text for Spanish 1 and 2. In addition, the team also developed focus standards for Spanish 3, 4, and 5 to help us evaluate a variety of textbooks. Although our colleagues made it clear they wanted to continue with the Auténtico series, the team wanted to evaluate other materials to make sure Auténtico would continue to be a good fit.

**Textbooks Explored**

- *Auténtico*, Pearson
- *EntreCulturas*, Wayside Publishing
- *Imagina*, Vista Higher Learning
- *Revista*, Vista Higher Learning
- *Tejidos*, Wayside Publishing
- *Temas*, Vista Higher Learning

- *Voces Digital*, Teacher's Discovery

### **Professional Development Needs**

- Training of all online components, including Adióstextbook
- Overview of print resources
- Time for collaboration and planning
- Time to create common student learning objectives
- Time for establishing new common assessments
- Further time to evaluate materials for levels 4 and 5
- Further time to evaluate use of language readers in levels 3, 4, and 5

### **Supplemental Materials**

- Level 4/5 teachers will receive a subscription to Adióstextbook.com. Cost proposal attached.

### **Additional Considerations**

- Need for increased access to technology, especially to Chromebooks.
- This is for an eight year license to the online component and e-book; in seven years, the district will need to evaluate the availability of online resources.
- Adióstextbook is quoted for a three-year adoption. The district will need to evaluate the availability of online resources in year two.

**cc**

Theresa O'Brien

Kevin Etue

World Language Department Chairs



Mr Matt Miga  
 Spanish Teacher  
 Livonia Public School District  
 15125 Farmington Rd  
 Livonia, MI 48154-5474  
 United States

**Quote Number.** 228621-2  
**Quote Creation Date** 05-17-2023  
**Quote Expiration Date** 09-30-2023

**Quote Release.** 2

Livonia\_Autentico 3 v2  
 Price Quote Summary

Solution	Base Amount	Free Amount	Total
Auténtico	\$ 21,999.00	\$ 514.50	\$ 21,999.00
<b>Solution Subtotal</b>	<b>\$ 21,999.00</b>	<b>\$ 514.50</b>	<b>\$ 21,999.00</b>
	<b>Shipping &amp; Handling</b>		<b>\$ 1,063.92</b>
		<b>Total</b>	<b>\$ 23,062.92</b>

Price Quote Detail

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
<b>Auténtico</b>						
<b>Auténtico ©2018 - Level 3</b>						
9780328956920	AUTENTICO 2018 STUDENT EDITION + DIGITAL COURSEWARE 8-YEAR LICENSE LEVEL3	146.00	0	90	\$0.00	\$13,140.00
9780328961375	AUTENTICO 2018 DIGITAL COURSEWARE 8-YEAR LICENSE LEVEL 3	145.00	0	60	\$0.00	\$8,700.00
9780328923984	AUTENTICO 2018 AUTHENTIC RESOURCES WORKBOOK LEVEL 3	26.50	3	0	\$79.50	\$0.00
9780328923953	AUTENTICO 2018 LITERACY SKILLS WORKBOOK VOLUME 2 GRADE 6/12	26.50	0	3	\$0.00	\$79.50
9780328923762	AUTENTICO 2018 LEVELED VOCAB AND GRAMMAR WORKBOOK LEVEL 3	26.50	0	3	\$0.00	\$79.50

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780328934447	AUTENTICO 2018 TEACHER EDITION LEVEL 3 GRADE 6/12	145 00	3	0	\$435 00	\$0 00
<b>Auténtico ©2018 - Level 3 Subtotal</b>					<b>\$ 514.50</b>	<b>\$ 21,999.00</b>
<b>Auténtico Subtotal</b>					<b>\$ 514.50</b>	<b>\$ 21,999.00</b>
<b>Solution Subtotal</b>					<b>\$ 514.50</b>	<b>\$ 21,999.00</b>
<b>Shipping and Handling</b>						<b>\$ 1,063.92</b>
					<b>Total</b>	<b>\$ 23,062.92</b>



# Livonia Public Schools

## *Academic Services*

Date: June 6, 2023  
To: Andrea Oquist, Superintendent  
From: Theresa O'Brien, Chief Academic Officer  
Subject: Purchase of Law and Justice Textbook

I would like to request to be placed on the Curriculum Committee agenda for the June 12, 2023, Board of Education Committee of the Whole meeting with a recommendation to purchase Law and Justice textbooks from McGraw-Hill for \$13,246.70. This purchase would include a classroom set of textbooks for each high school and six years of digital licenses. The purchase also includes the Teacher Guides and six years of digital access to the teacher platform for free.

Thank you for your consideration of this request.

# Livonia Public Schools Academic Services Department

## Lindsay Rousseau

**DATE:** May 25, 2023

**TO:** Kristen Quesada, Churchill High School  
Andrew Pesci, Franklin High School  
Pete Mazzoni, Stevenson High School

**FROM:** Lindsay Rousseau, 7-12 ELA & Social Studies Curriculum Coordinator

**SUBJECT:** Textbook Recommendation for the High School Law and Justice Course

This memo recommends the adoption of *Street Law: A Course in Practical Law (Tenth Edition)* digital and physical textbook for the high school Law and Justice course . The details below provide more information about the adoption process and information to support the recommendation.

### **Committee Members**

Churchill: John Filiatraut  
Franklin: Paul Newitt  
Stevenson: Amanda Feheley

### **Recommended Materials for Adoption**

*Street Law: A Course in Practical Law, Tenth Edition, 2021* from McGraw-Hill Publishing.

Cost proposal is attached.

### **Summary of Course(s)**

The Law and Justice course is open to any high school student in grades 11-12.

### **Overview**

The current textbook used in the Law and Justice course is *Street Law: A Course in Practical Law*, Copyright 1999. Because of the nature of the Law and Justice course, it is imperative that updated materials be used, as laws and case studies are being updated constantly and at all levels of government.

### **Evaluation Process**

Finding a new textbook for the Law and Justice course proved to be a challenge because most textbooks available for purchase are written for the college level, not the high school level. The course is currently using a 24-year old version of the *Street Law* text, so the committee was excited to hear that there was an updated version of this text available for use in high schools. From all publishers that have been vetted and sell materials to high schools, McGraw-Hill was the only company marketing a Law and Justice text to high schools. Because this is the text that the committee is used to using, they were happy to review and pilot the updated version of *Street Law*. The committee created their shared vision for the course, examined the textbook and online platform, completed a rubric for the text and online platform, checked the text for standard alignment, and had their students evaluate the text and online platform.

### **Shared Vision**

In LPS, we have a vision for the Law and Justice course where students will understand the origins and basics of the legal system in the US and in Michigan, Constitutional Law, the court system, and the application and consequences of the law in everyday life. Students will evaluate, in depth, topics and situations, formulate persuasive arguments, and present verbally and in writing.

### **Evaluation Criteria**

We evaluated the textbooks using a rubric with the following criteria:

- Alignment to the C3 Framework, Inquiry Arc, and the Michigan Social Studies standards
- Balance of skill development, conceptual understanding, and applicable tasks
- Reflect the needs and diversity of LPS students
- Offer reteaching and extensions opportunities
- Discourse, engagement, critical thinking
- Assessment (formative and summative)
- Digital platform

### **Textbooks Considered**

*Street Law: A Course in Practical Law, 10th Edition (2021)* from McGraw-Hill Publishing

### **Independent Evaluation**

The committee of high school Law and Justice teachers began with a search for textbooks appropriate for a high school-level course. This proved to be quite challenging, as none of the publishers that we use for textbook purchases had a text available for a high school law course; everything they had available was written for college/university use. McGraw-Hill was the only exception to this, as they had just published a new edition of their *Street Law* text in 2021. The committee agreed that they were fine with looking at just the one text, since that's all that was available and because they have been using an older version of this text for the better part of 25 years. The committee looked at the teacher materials, student textbook, and both the teacher and student options on the digital platform, and the committee agreed that the materials available will work great with LPS students and offer updated laws and case studies that are relevant to our world today.

### **Evaluation Rubric Outcome**

The results of the rubric that was created by the committee, prior to piloting, showed *Street Law: A Course in Practical Law, 10th edition* does an exemplary job of aligning the text/skills with the standards, connecting ideas and concepts to one another, providing resources that reflect the needs and diversity of LPS students, providing lessons that promote classroom discourse and entry points for all students, providing resources that promote student inquiry, reflection, critical thinking, problem solving, and sense-making, and providing teachers with opportunities to adapt instructional activities to meet student needs.

### **Student Response**

Student response to the text and the digital platform was positive. Students commented that they liked how organized the text and digital platform were, the ease with which information could be located, the updated, relevant information/case studies given throughout the text, and the digital platform tools for resources and assessment preparation.

**Professional Development Needs**

Psychology teachers will have access to PD for platform navigation and resources offered by McGraw-Hill Publishing via live webinars and a PD video library.

For additional information on the adoption recommendation, contact Lindsay Rousseau at x42594.

CC

Theresa O'Brien

Kevin Etue

HS Social Studies Department Chairs



Because learning changes everything.™

**QUOTE PREPARED FOR:**

Livonia Public Schs  
15125 FARMINGTON RD  
LIVONIA, MI 48154-5474  
ACCOUNT NUMBER 330369

**SUBSCRIPTION/DIGITAL CONTACT:**

**CONTACT:**

**SALES REP INFORMATION:**

Kevin Clark  
kevin.clark@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Street Law	\$13,820.46	(\$986.76)	\$12,833.70
<b>PRODUCT TOTAL*</b>	<b>\$13,820.46</b>	<b>(\$986.76)</b>	<b>\$12,833.70</b>
ESTIMATED S&H**			\$413.00
ESTIMATED TAX**			\$0.00
<b>GRAND TOTAL*</b>			<b>\$13,246.70</b>

\* Price firm for 45 days from quote date Price quote must be attached to school purchase order to receive the quoted price and free materials

\*\*Shipping and handling charges shown are only estimates Actual shipping and handling charges will be applied at time of order Taxes shown are only estimates If applicable, actual tax charges will be applied at time of order

Comments

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email orders\_mhe@mheducation.com | Phone 1-800-338-3987 | Fax 1-800-953-8691

QUOTE DATE	06/05/2023	ACCOUNT NAME	Livonia Public Schs	EXPIRATION DATE	07/20/2023
QUOTE NUMBER	KCLARK-06052023071225-001	ACCOUNT #	330369	PAGE #	1



Because learning changes everything.™

**QUOTE PREPARED FOR:**

Livonia Public Schs  
15125 FARMINGTON RD  
LIVONIA, MI 48154-5474  
ACCOUNT NUMBER 330369

**CONTACT:**

VALUE OF ALL MATERIALS	\$13,820 46
FREE MATERIALS	(\$986 76)
<b>PRODUCT TOTAL*</b>	<b>\$12,833 70</b>
ESTIMATED SHIPPING & HANDLING**	\$413 00
ESTIMATED TAX**	\$0 00
<b>GRAND TOTAL</b>	<b>\$13,246 70</b>

**SUBSCRIPTION/DIGITAL CONTACT:**

Comments

\* Price firm for 45 days from quote date Price quote must be attached to school purchase order to receive the quoted price and free materials

\*\*Shipping and handling charges shown are only estimates Actual shipping and handling charges will be applied at time of order Taxes shown are only estimates If applicable, actual tax charges will be applied at time of order

Terms of Service

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below The subscription term for the Subscribed Materials shall be as set forth in the Product Description above If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber

Terms Of Service

Provisions required by Subscriber State law

ATTENTION In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting [www.mheducation.com](http://www.mheducation.com) (or [www.mhecoast2coast.com](http://www.mhecoast2coast.com))

School Purchase Order Number \_\_\_\_\_

\_\_\_\_\_  
Name of School Official (Please Print)

\_\_\_\_\_  
Signature of School Official

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

SEND ORDER TO

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email [orders\\_mhe@mheducation.com](mailto:orders_mhe@mheducation.com) | Phone 1-800-338-3987 | Fax 1-800-953-8691

QUOTE DATE	06/05/2023	ACCOUNT NAME	Livonia Public Schs	EXPIRATION DATE	07/20/2023
QUOTE NUMBER	KCLARK-06052023071225-001	ACCOUNT #	330369	PAGE #	3



# Livonia Public Schools

*Academic Services*

Date: June 6, 2023  
To: Andrea Oquist, Superintendent  
From: Theresa O'Brien, Chief Academic Officer  
Subject: Purchase of AP Environmental Science Textbook

I would like to request to be placed on the Curriculum Committee agenda for the June 12, 2023, Board of Education Committee of the Whole meeting with a recommendation to purchase AP Environmental Science Textbooks from Cengage Learning, for \$6,360.75. This purchase would include a classroom set of textbooks for Stevenson High School and six years of digital licenses. The purchase also includes the Teacher Guides and Resource Guide for free.

Thank you for your consideration of this request.

**Livonia Public Schools Academic Services Department**  
**Rebecca Caldwell, Math and Science Coordinator**

**DATE:** June 5, 2023

**TO:** Kristen Quesada, Churchill High School  
Andrew Pesci, Franklin High School  
Pete Mazzoni, Stevenson High School

**FROM:** Rebecca Caldwell, Secondary Math and Science Coordinator

**SUBJECT:** Textbook Recommendation for AP Environmental Science

This memo recommends the adoption of *Exploring Environmental Science for AP* digital and physical textbook for high school. The details below provide more information about the adoption process and information to support the recommendation.

**Summary of Course(s)**

The AP Environmental Science will be a new science course open to any high school student in grades 10-12.

**Overview**

AP Environmental was the only AP science course not offered at LPS. Franklin High School began the work of investigating the course and the approved list of textbooks. With science teachers meeting in District Teams, Dan Hejka shared what Franklin was considering and both Stevenson and Churchill wanted to add AP Environmental to their list of choices for students.

AP Environmental allows students the opportunity to take an AP science course in 10th grade after successful completion of Biology and while concurrently taking chemistry. The movement of energy, the interactions between Earth's processes, species, and the environment and sustainability are the four big ideas of AP Environmental Science. In this course students explore labs that investigate alternative energy sources, water and soil properties and testing, greenhouse gas and global warming, and landfill decomposition to name a few.

**Textbooks Considered**

Miller/Spoolman Book: Exploring Environmental Science for AP 1st edition 2019  
Withgott/LaPosata Environment: The Science Behind the Stories 7th edition 2021  
Friedland/Relyea Environmental Science for the AP Course 3rd edition 2019

**Evaluation Process**

The College Board provides an approved list of textbook resources and a review of each book for its courses. After attending the AP training, Dan Hejka found that the Miller/Spoolman book, *Exploring Environmental Science for AP*, published by Cengage, came highly recommended by current teachers.

The strengths of the book are as follows:

- Highly readable for students
- Includes practice AP questions at the end of each unit
- Text includes math problems that emphasize algebraic thinking

- Concepts are taught using a case study approach
- Resource has an online component called MindTap which is not a new platform for LPS students

**Recommended Materials for Adoption**

*Exploring Environmental Science for AP, First Edition, 2019* from Cengage Learning.

Cost proposal is attached.

**Professional Development Needs**

All three schools plan to add AP Environmental in the next three years, which would allow us time to get teachers trained and purchase resources. Dan Hejka at FHS went through the training last summer and opened the course for the 2023-24 school year; but, unfortunately, was not able to get enough students to run the class for the fall of 2023. Stevenson did have enough students and Chris Gord signed up for training this summer, so we are moving forward with one set of materials for next year with a plan to add additional textbooks as students sign up for the course in the upcoming school years.

CC

Theresa O'Brien

Kevin Etue

HS Science Department Chairs



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**Presented To:** Rebecca Caldwell (734) 744-2500, [rcaldwel2@livoniapublicschools.org](mailto:rcaldwel2@livoniapublicschools.org)

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**Total Savings: \$217.50**

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# Livonia Public Schools

*Finance Office*

Date: June 8, 2023

To: Andrea Oquist, Superintendent

From: Alison Smith, Chief Financial Officer

Re: Budget Update

I would like to discuss the 2022-2023 and 2023-2024 budgets with the Board of Education at the Finance Committee meeting on June 12, 2023. I will update the Board on our continued budget progress and share the most current information we have gathered since we last discussed the budgets.

I will present the Board with a recommended final budget amendment for the 2022-2023 school year, that includes adjustments to both the revenues and expenditures. I will also present a recommendation for a proposed budget for the 2023-2024 school year.

I look forward to dialog with Board members and hearing their recommendations. Thank you.

c: Board of Education



Date: June 8, 2023

To: Andrea Oquist, Superintendent

From: Alison Smith, Chief Financial Officer

Re: Bond Tendering Opportunity

In October of 2020, the District issued its 2020 Refunding Bonds to advance refund its 2013 School Building and Site Bonds and 2014 Refunding Bonds; both of which were callable on or after May 1, 2023. That transaction (the 2020 Refunding) generated over \$14.87 million in present value savings for taxpayers in the form of lower interest costs on outstanding debt. Due to current market conditions, the District once again has an opportunity to save on interest costs.

In a Tender Refunding, the issuer offers to buy back (ie “tender”) outstanding bonds from investors at a premium to market value with refunding bond proceeds. The purchase occurs at a premium to market trading levels to incentivize participation (which could be below par). Ultimate investor participation is initially unknown and unlikely to approach 100% participation (typically 20-30% would be viewed as a success). Assuming 30% of 2020 Refunding Bonds are tendered for purchase, the District could save roughly \$2 million in present value savings.

Attached is the voluntary EMMA notice that was posted on Tuesday, June 6, 2023. This posting now allows the District to reach out to current bond holders to garner whether there is interest in tendering outstanding bonds. I am hoping to have some initial feedback to share the Board of Education at the Finance Committee meeting on June 12, 2023. Please add this item to the agenda and let me know if you have any questions. Thank you.

c: Board of Education

VOLUNTARY NOTICE

LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT  
COUNTY OF WAYNE  
STATE OF MICHIGAN

BASE CUSIP: 539243

NOTICE OF EVALUATION OF DEBT/POTENTIAL TENDER

June 6, 2023

NOTICE IS HEREBY GIVEN that LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT (the "District") is in the process of evaluating potential financing alternatives concerning its outstanding bonds, including, but not limited to, a tender offer relating to all or a portion of the outstanding bonds. The financing alternatives may include the issuance of Refunding Bonds and the District will take into account various factors in making the decision that is most suitable for the District. The District may from time to time seek to retire or purchase outstanding debt through cash purchases and/or exchanges, in open market purchases, privately negotiated transactions or otherwise. Such repurchases or exchanges, if any, will depend on prevailing market conditions, legal requirements and/or other factors. The District may elect one or a combination of the potential options or choose not to tender at all. The amounts involved may be material. Should a tender offer be pursued, J.P. Morgan Securities LLC is expected to serve as Dealer Manager.

***This voluntary notice is being disseminated for informational purposes only and is not intended to constitute an offer to sell or a solicitation of an offer to purchase or exchange any securities or bonds, including the outstanding debt of the District. The District is not obligated to pursue or complete any potential transaction and may discontinue or postpone its efforts at any time without notice.***