

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION**

**Committee Meeting  
December 9, 2024 - 7:00 PM  
Board Room  
15125 Farmington Road  
Livonia, Michigan 48154**

**AGENDA**

- I. AUDIENCE COMMUNICATIONS**
- II. COMMITTEE OF THE WHOLE**  
Bradford, Chair; Acosta; Bonifield; Bradford; Burton; Frank; Jarvis;  
Johnson
  - A. Approval of Webster Principal** 2
  - B. Approval of Riley Assistant Principal** 5
  - C. Enrollment Update** 8  
J. Keatts
- III. BUILDING & SITE COMMITTEE**  
Burton, Chair; Frank; Johnson
  - A. Playground Structure for Roosevelt ASD** 9  
P. Francis
  - B. Summer 2024 Bond Contingency** 14  
P. Francis
  - C. HVAC Repair at Stevenson** 18  
P. Francis
  - D. Additional Funding for Holland Bus Purchase** 38  
P. Francis
- IV. FINANCE COMMITTEE**  
Bonifield, Chair; Acosta; Jarvis
  - A. Summer Tax Resolution** 40  
A. Smith
  - B. 2024-2025 Budget Amendment** 41  
A. Smith
- V. CURRICULUM COMMITTEE**  
Acosta, Chair; Bonifield; Johnson
  - A. Seal of Biliteracy** 42  
K. Etue, T. O'Brien
- VI. POLICY COMMITTEE**  
Frank, Chair; Bonifield; Jarvis
- VII. PERSONNEL COMMITTEE**  
Johnson, Chair; Burton; Frank
- VIII. LEGISLATIVE COMMITTEE**  
Jarvis, Chair; Acosta; Burton

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
December 9, 2024**

**TOPIC:**                    **Webster Elementary Principal Appointment**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and appoint Laurisa Burke as principal at Webster Elementary School.

**RATIONALE:**

The person named above has been interviewed, along with other applicants, for the vacancy that existed in our administration. We believe this individual is the most qualified for the position and recommend the Board's approval.

**BUDGETARY INFORMATION:**

None

**RESOURCE PERSONNEL:**

Anthony Abbate, Director of Human Resources  
Jennifer Keatts, Director of Human Resources

**EXHIBIT:**

None

ljn

# Laurisa A. Burke

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## Vision

To be an assistant principal who will unite all upper elementary school stakeholders towards a common and consistent school vision. I will support all members in a focused effort to create a learning climate where students and adults feel safe to work towards high expectations, pursue professional and personal growth, and increase student engagement and achievement.

## Experience

### Livonia Public Schools

- 2021 to Present Elementary Support Teacher: Rosedale Elementary
- 2018 to 2021 Elementary Literacy Coach: District Wide
- 2018 to 2020 School Improvement Member for Roosevelt and Buchanan Elementary
- 2014 to 2018 Elementary Teacher: Coolidge Elementary
- 2016 to 2018 School Improvement Chairperson
- 2014 to 2020 School Leadership Team Member
- 2012 to 2014 Two Long Term Guest Teacher Positions: Randolph Elementary

### The Villages Charter School (TVCS)

- 2007 to 2012 Elementary Teacher: The Villages Intermediate Center
- 2011 to 2012 4<sup>th</sup> Grade Team Leader/Hiring Committee/Accreditation Team Member

### Key Contributions and Skills

- Organized, wrote, and supported all 504 Plans.
- Managed and carried out all Health Care Plans.
- Led our PBIS committee to review and renew our systems and program.
- Provided responsive academic, behavioral, and social interventions based on data and best practices.
- 1st Grade(20-21) district team leader for district wide PD, planning, pacing and collaboration.
- Kindergarten(Spring 2020) District Leader for COVID-19 distance learning coordination and planning.
- Built a foundation of trust and respect that led to a positive and productive coaching relationship with teachers and principals at the schools that I served.
- Led the movement of content integration and Performance Based school improvement assessments at both Buchanan and Roosevelt Elementary Schools.
- Developed integrated units and strategies with teachers based on standards, modeled lessons, reviewed student work samples, and helped teachers improve their practices through reflection and formative assessment.
- Utilized MStep, school improvement assessments and iReady data to inform Tier 1 and Tier 2 instructional needs.
- Collaborated with coaching colleagues to write and present professional development sessions at the district and school level based on best practices, ELA standards and district curriculum.
- Created and presented professional development based at the district and school level on Essential Practice #7, Vocabulary and Essential Practice #9 Assessment.
- Wrote IRIPS and assisted teachers in writing their professional goals.
- Served as acting principal and carried out all duties and responsibilities while the Principal was away for extended periods of time.
- Led and hosted School Improvement workshops on the topic of content integration and vertical alignment of performance tasks.

## Laurisa A. Burke

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- Led the Coolidge School Improvement team. Our team analyzes school improvement data, MStep, and IREADY data to help lead the school through the Continuous Improvement Model. We use Common Core based measurable goals that are data driven, based on priority standards, appropriately challenging, and greatly beneficial to our students.
- Prioritized NGSS Standards at the district level.
- Presented on the topic of “2 for 1 Writing” at the Livonia Public Schools Staff Professional Learning Day.
- Vertically aligned and unpacked ELA standards across grades and across a year.
- Collaborated with team members to structure our math curriculum to meet LPS priority standards and School Improvement math goal of problem solving.
- Collaborated to develop and present at Data Dives.

### Key Professional Development, Training, and Affiliations

- Currently participating in Lexia LETRS training
- Orton Gillingham Morphology 2024
- Restorative Practices 2023
- CPI 2023
- Six Shifts 2023
- Newcomers in Your School: Cultural Connections and Instructional Strategies 2022
- SIOP 2023
- Orton Gillingham Comprehensive Trained 2020
- LeAnna Harris Student Centered Coaching Professional Development Sessions 2019-2021
- Wayne County Coaching Network 2020-2021
- Aspiring Administrator Academy: Wayne RESA 2019-2020
- Professional Learning Communities at Work: Solution Tree 2020
- Essential Instructional Practices in Early Literacy 2018
- Essential Coaching Practices 2018
- Literacy Footprints Trained and Professional Development 2019-2021
- Gravity Goldberg: Developing Independent Readers 2019
- Leader in Me and 7 Habits Trained 2013

### Education

Saint Leo University	Masters in Educational Leadership	2011
University of Michigan-Dearborn	Bachelor of Science- Major: Math Minor: Science	2006

### Certifications

Elementary & Secondary ADMIN K-12(ES) School Administrator Certificate  
Elementary K-5 All Subjects  
K-8 All Subjects Self Contained: Mathematics(EX) K-8 Science(DX)6-8

### References

Ben Hillard	Principal: Rosedale Elementary	734-546-7722
Larry Grezak	Principal: Hayes Elementary	734-674-5739
Christina Emmick	Kindergarten Teacher:Rosedale	313-283-1421
Tracy Weakley	Kindergarten Teacher:Rosedale	734-536-3070

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
December 9, 2024**

**TOPIC:** Riley Upper Elementary Principal Appointment

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and appoint Joseph Schiavi as assistant principal at Riley Upper Elementary School.

**RATIONALE:**

The person named above has been interviewed, along with other applicants, for the vacancy that existed in our administration. We believe this individual is the most qualified for the position and recommend the Board's approval.

**BUDGETARY INFORMATION:**

None

**RESOURCE PERSONNEL:**

Anthony Abbate, Director of Human Resources  
Jennifer Keatts, Director of Human Resources

**EXHIBIT:**

None

ljn

# Joseph Schiavi

## SUMMARY

Experienced educator with 9 years at South Lyon Community Schools, specializing in cultivating an inclusive learning environment and integrating technology to streamline day to day operations. Proven ability to lead and organize educational programs including programs for students with special needs. Seeking the role of Elementary School Principal to continue to positively impact student growth and achievement.

## EDUCATION

### **Masters of Education in Educational Leadership**

*Oakland University, Rochester, MI*

4.0 GPA

### **Bachelor of Science in Mathematics**

*Grand Valley State University, Allendale, MI*

## EXPERIENCE

### **3rd/5th Grade Teacher**

Aug 2015 - Present

*Sayre Elementary, South Lyon*

- Differentiated instruction through innovative enrichment and intervention programs by making use of one to one devices to better support student needs.
- Crafted engaging activities for effective classroom differentiation and created instructional videos and examples for teachers to improve student engagement.
- Serve as technology liaison for Sayre Elementary and help teachers with educational technology problems as well as how to use technology to better streamline day to day operations.
- Used data to improve teaching each year, consistently beating national and district averages in standardized test outcomes.

### **Summer Special Education Administrator**

May 2022 - Present (Summer)

*South Lyon Community Schools, South Lyon*

- Crafted clear communication materials for parents and staff by communicating schedule and relevant information to the program.
- Efficiently managed student enrollment and parent inquiries by surveying case load managers and communicating information to staff.
- Organized class lists and schedules by balancing student ability levels and ages.
- Facilitated transportation logistics with the technology department for 80 students arrival and dismissal from the program.
- Led in student behavior management and accommodations including evaluating student IEPs and communicating relevant information to staff so students felt supported and their needs met.
- Presented successes to the Board of Education and advocated for continued support of the program by showing community interest as well as student academic and social improvement outcomes.

- Acted as interim building principal, assuming all responsibilities including parent communications, student discipline , staff meetings, and day to day operations.
- Facilitated meetings with external principals and special education team to enhance support for high-need students.
- Conducted bullying investigations with the aid of assistant superintendent and maintained regular communication with parents and educators.
- Coded and revamped dismissal system for improved student service and efficiency.
- Led engaging and informative staff training sessions on technology integration including how to better use technology for formative assessment, differentiation, and data collection.
- Engaged with community members and local law enforcement to address concerns communicated by parents and able to resolve issues.

## **LICENSES & CERTIFICATIONS**

<b>School Administration Certification</b>	2018
<b>Elementary Certification, K-5 Highly Qualified</b>	2014
<b>Mathematics, EX Endorsement</b>	2014

## **LEADERSHIP EXPERIENCE & TRAINING**

### **South Lyon Aspiring Administrators Program**

- Completed training on special education law, school discipline, and school crisis management.

### **Title 1 Math Interventionist**

- Established role as math interventionist at Wixom Elementary..
- Improved student outcomes through the use of formative assessment and iReady data.
- Managed Title 1 funds and purchased educational materials with Title 1 coordinator.

### **Oakland University Technology Forum Presenter**

- Partnered with Director of Instructional Technology, Grosse Pointe Public Schools for a shared presentation on how to effectively use technology to gain valuable formative assessment data to teachers, principals, and central office administration.

### **Sayre Elementary Educational Leadership Internship**

- Conducted school culture team meetings including helping create a school wide PBIS system.
- Presented professional development at Sayre regarding blended and flipped classrooms, as well as better integrating technology into the classroom.

### **OSTC Wixom Campus Engineering and Emerging Technologies Teacher Leader**

- Developed instructional materials for middle school students at the OSTC STEM camp and taught both engineering as well as safety skills.

### **Walled Lake Consolidated Schools Sunshine Academy Literacy Teacher**

- Instructed 3rd and 4th grade students in literacy workshop and created lessons and units to support struggling learners.



# Livonia Public Schools

*Human Resources*

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Date: December 6, 2024  
To: Andrea Oquist, Superintendent  
From: Jennifer Keatts, Director of Human Resources  
Re: Update on Student Enrollment

I would like to request to be placed on the Committee of the Whole agenda for the December 8, 2024, Board of Education Committee of the Whole meeting to present the enrollment update from the Fall 2024 count.

Thank you for your consideration.

JK



# Livonia Public Schools

*District Services*

Date: December 5, 2024

To: Andrea Oquist, Superintendent

From: Phillip Francis, Director of Operations

Re: Playground Structure for Roosevelt ASD

I would like an opportunity to share at the December 9, 2024, Committee of the Whole meeting, information on the purchase and installation of playground equipment at Roosevelt Elementary for our ASD Center program. Kennedy Recreation will be the company we will use for this project. The cost for the Roosevelt ASD playground equipment and labor total is \$203,592. Pricing comes from the Sourcewell Consortium and the funding for this project will be from the Act 18 budget.

Roosevelt's principal, Diana Shahin, and Maegan Sprow, Director of Student Services, have worked with Harry Lau, Administrator of Facilities & Operations, and Kennedy Recreation to carefully plan for the most appropriate and stimulating playground equipment for the students in school's Act 18 program. This equipment will be exclusively used by these students, per fiscal rules. Please include this item on the agenda. Thank you.

Attachments

c: Board of Education

PF/AS



# Kennedy Recreation



Pro-Techs Surfacing, LLC



Livonia Public Schools  
Roosevelt Elementary  
Playsystem #7643-02-242

P.O./Quote No: 11262024-JFK1

Proposal Date: 11/26/2024

Sales Rep: JFK

Sales Rep Phone #: 586-288-9390

Sales Rep Email: JFKLU58@yahoo.com

All Purchase orders/Contracts and Checks in care of:  
Kennedy Recreational Sales LLC  
19683 Tanglewood Circle  
Clinton Twp MI 48038

### Customer Information:

#### Bill To:

#### Ship To:

Name: Livonia Public Schools	Name: Roosevelt Elementary
Address: 15125 Farmington R	Address: 30200 Lyndon
Address: Livonia, MI 48154	Address: Livonia, MI 48154
Contact: Harry Lau, Dir Facilities & Operations	Harry Lau, Dir Facilities & Operations
Phone: 1-734-812-8597	1-734-812-8597
Tax ID #:	Fax:

### We are pleased to present a quotation for the items and services, as listed:

Qty	Product #'s	Description / Colors	Unit Cost	Unit Freight	CPSI Installation	Total
<b>PLAYGROUND &amp; SITE FURNISHINGS ITEMS</b>						
1	67102	Age Appropriate Sign 5-12	\$1,295.00		\$544.00	\$1,839.00
1	65301	Fun Phones	\$2,095.00		\$879.00	\$2,974.00
1	71601	Music Wall 3 Panel	\$6,325.00		\$2,665.00	\$8,990.00
1	89604	Three Throw- School Age Height	\$1,830.00		\$768.00	\$2,598.00
1	80710	8' Curved Balance Beam	\$895.00		\$376.00	\$1,271.00
1	85111	Stepping Pod	\$469.00		\$197.00	\$666.00
1	89324	Rocksanity See Saw	\$3,795.00		\$1,593.00	\$5,388.00
1	7643-02	Playsystem 5-12 yrs for 75 Children	\$104,439.00		\$43,864.00	\$148,303.00
		3.5 Post System				
		18 Elevated Events				
		8 Climbers				
		3 Slides				
		4 Ground Level Events				
		1 Overhead Event				
<b>Swings</b>						
1	41102	Tuffit Swing with 4ft Seat	\$5,585.00		\$2,344.00	\$7,929.00
1	41706	5" Single Post Swing 6 Bay	\$4,920.00		\$2,066.00	\$6,986.00
4	703431	Belt Seats for 3.5" Top Beam with Hangers	\$377.00		\$158.00	\$2,140.00
2	703501	Full Body Seat for 3.5" Top Beam with Hangers	\$1,417.00		\$300.00	\$3,434.00
86	9252	Border Timber 4'	\$95.00		\$15.00	\$9,460.00
1	80817	ADA Border Timber Ramp	\$2,361.00		\$475.00	\$2,836.00
1	Freight	Shipping from Indiana			\$2,701.00	\$2,701.00
<b>Safety Mats</b>						
2	R20C4836	3' x 4' Slide Mat	\$144.00		\$150.00	\$588.00
8	R20C4872	4' x 6' Dbl Slide/Swing Mat	\$238.00		\$175.00	\$3,304.00
1	R20OCT48	8' x 8' Tire Swing Mat	\$1,000.00		\$400.00	\$1,400.00
1	Freight	Shipping from IN	\$913.00			\$913.00
<b>SITE PREP: 100' x 72' = 7200' SQ PLAY AREA</b>						
12	600' Roll	Geotex Felt - 1 Layer	\$195.00	Included	\$253.00	\$5,376.00
345	Cubic Yards	Engineered Wood Fiber 12" Settled	\$40.00		Blown- In	\$13,800.00
<b>Product certified to meet ASTM standards for impact-attenuation &amp; ADA accessibility.</b>						
						<b>Subtotal: \$ 232,896.00</b>
<b>Equipment Total \$146,521</b>						<b>Less SourceWell Discount 20% \$ 29,304.00</b>
						<b>Net Total: \$ 203,592.00</b>
						<b>Sales Tax: \$ -</b>
<b>Equipment, Materials, Freight, Installation &amp; Sales Tax</b>						<b>Grand Total: \$ 203,592.00</b>

We propose hereby to furnish materials and/or labor, in complete accordance with above specifications

Note: This proposal may be withdrawn by us, if not accepted by: **12/30/2024**

for the sum of **TWO HUNDRED THREE THOUSAND FIVE HUNDRED NINETY TWO DOLLARS.**

**All Purchase orders/Contracts and Checks in care of:**

**Kennedy Recreational Sales  
19683 Tanglewood Circle  
Clinton Twp MI 48038**

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the same as specified. Payment will be as outlined below. Past due accounts subject to 1 1/2% month charge and legal fees associated with collection.

Customer is responsible for unloading, counting & properly signing the bill of lading when equipment is delivered. Customer is responsible for storage until installation.

All material is guaranteed to be as specified.

All work to be completed in a workman-like manner, according to standard practices.

Any alteration or deviation from the above specifications involving extra cost will be done only upon written orders, and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents or delays beyond our control.

Owner to carry fire, tornado and other necessary insurance.

Our workers are fully covered by Workers Compensation Insurance.

**Terms & Conditions:** Terms are 50% deposit on equipment with order.

Payment is due upon completion.

Signature: \_\_\_\_\_  
Customer

Printed Name: \_\_\_\_\_  
Customer

Sales Rep: Jamie Kennedy  
Authorized Signature - Kennedy recreation Inc.



**Notes:**

1. Equipment prices include freight and installation charges in lump sum prices.
2. Full Installation includes concrete blocks and cement for all footings.  
Community Build prices DO NOT INCLUDE MATERIALS FOR FOOTINGS, which must be supplied by customer.
3. Surfacing materials installation is included in lump sum price.
4. Site restoration is not included, unless specified above.

**NOTES ON DELIVERY, RECEIPT AND STORAGE OF EQUIPMENT UNTIL INSTALLATION:**

1. Storage trailer charge includes receiving shipment and off-loading into storage trailer.  
We recommend that the trailer be parked as close to playground site as possible.  
Protect asphalt from damage with blocks or plywood.
2. Equipment comes on pallets, if security is not an issue then a trailer may not be needed.
3. Installer will be on site to receive equipment.
4. Depending on schedule/weather equipment can be stored at our warehouse.
5. **If any packages arrive with damages, REFUSE DELIVERY OF THESE ITEMS and note refusal on Bill of Lading.**



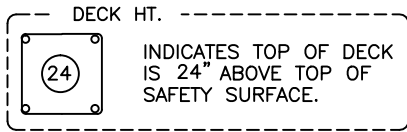
3D Renderings are conceptual drafts, and for artistic illustration purposes only. They should not be considered for installation. Colors, textures, equipment design, & layout of the final product may vary from those shown.



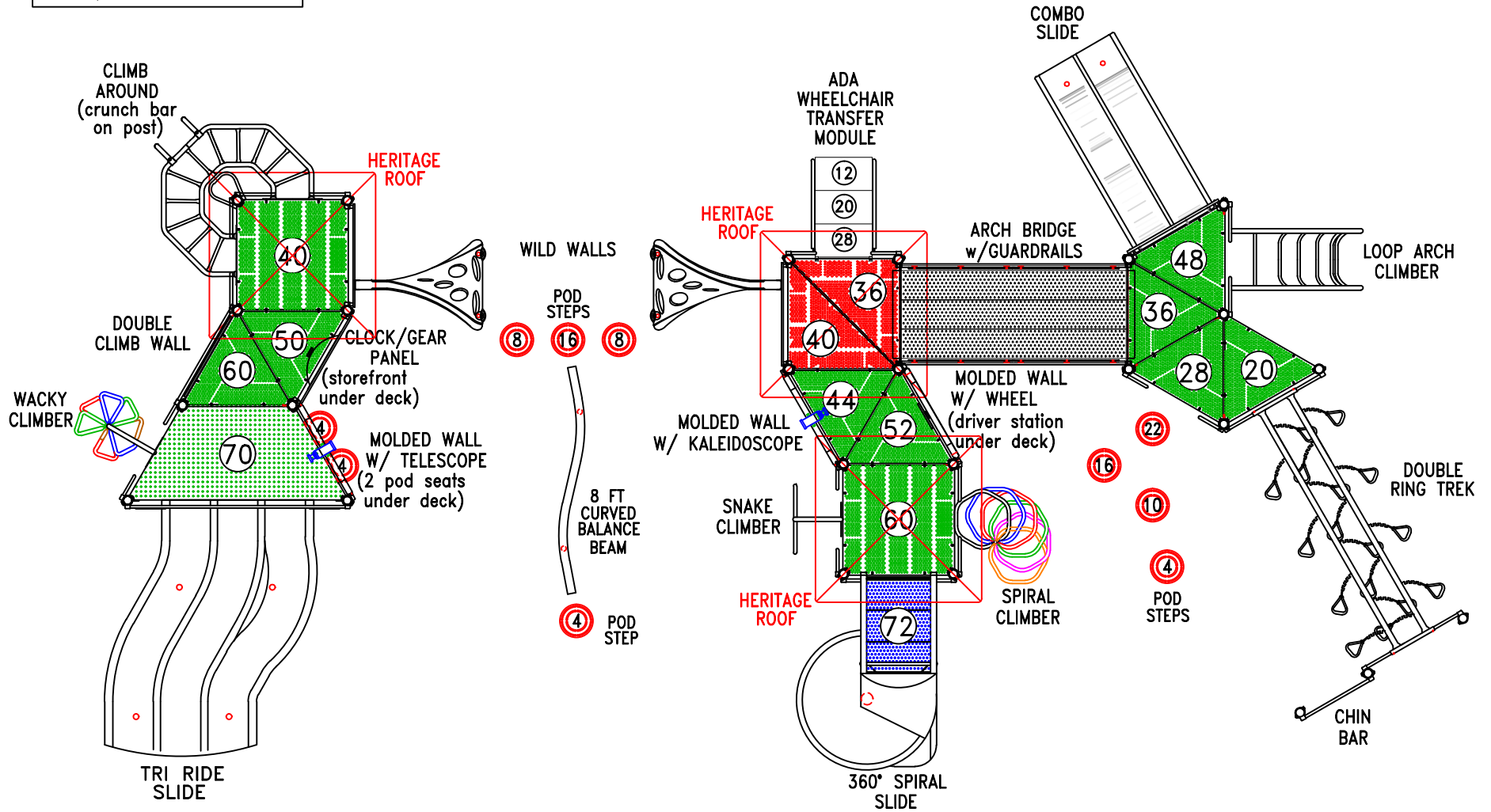
TITLE <b>PLAN VIEW</b>		
SCALE: 3/16"=1'	Kidstuff Playsystems	
DATE 10/25/24	REV. NO.	REV. DATE
MODEL: 7643-02-242	APPROV.	

ACTUAL SIZE: 49' x 26'  
 REQUIRED AREA: 61' x 38'  
 AGES: 5-12

**THIS IS ONLY A PRELIMINARY PLAN WHICH IS NOT FOR CONSTRUCTION.**



A PROTECTIVE SURFACE IS REQUIRED FOR THIS PLAYSYSTEM THAT MEETS THE REQUIREMENTS OF ASTM F1292.





# Livonia Public Schools

*District Services*

Date: December 5, 2024  
To: Andrea Oquist, Superintendent  
From: Phillip Francis, Assistant Superintendent of District Services  
Re: Summer 2024 Bond Construction Contingency

I would like to discuss with you and the Board increasing the contingency of the 2024 summer bond construction budget from the original 7% to 8% at the December 9, 2024 Committee of the Whole meeting. Brian Weber, PMR, and Alison Smith, CFO, will also join the discussion regarding the details of the need for this request. In the attached letter from Mr. Weber, you will see details of the \$150,000 request and details of how we are able to fund this requested increase via reallocations of unused contingencies and reimbursable costs on previously completed bond projects. We will only use the funds absolutely necessary to finish the projects and will return any unused contingency dollars back to our owner's contingency.

Please include this item on the agenda. Thank you.

## Attachments

c: Board of Education

PF/AS

December 4, 2024

Mr. Phillip Francis  
Asst. Superintendent of District Services  
Livonia Public Schools  
15125 Farmington Road  
Livonia, MI 48154

RE: 2021 Bond Program  
Construction Contingency Approval  
2024 Renovations

Dear Mr. Francis:

This letter provides an update from Plante Moran Realpoint (PMR) on the assignment to help Livonia Public Schools (LPS) establish a construction contingency for the Project listed above. The Bond Team — collectively, PMR, Clark Construction Co., French Associates, and LPS administration and staff — is recommending the Board approve additional construction contingency funds for this Project.

Historically, requests for construction contingency have ranged from 6% to 10% of the hard construction costs, varying based on the complexity, duration, and budget limitations of each of the projects. For the 2024 renovations, a 7% (\$1,125,731) contingency was initially requested in an effort to reduce impacts on the budget. However, due to unforeseen site conditions and design challenges encountered throughout the renovations, the Project's contingency was exhausted prior to the completion of the work.

The Team is requesting additional funds in the amount of \$150,000, bringing the total project contingency to approximately 8%. The Team is recommending LPS fund this additional contingency from the reallocation of unused contingencies and reimbursable costs on previously completed projects within the bond program, as detailed below.

Unused General Conditions and Contingencies from Previously Completed Projects	
LCTC/Robotics GCs	\$8,000
2024 LMC Furniture Contingency	\$76,000
2024 Move Management Contingency (Jackson/ECC)	\$21,000
2024 Abatement Contingency	\$56,000
<b>Total</b>	<b>\$161,000</b>

The intent is to use these funds only as necessary to complete the Project with the forecasted contractor changes. **Any unused funds will be fully refunded to the owner’s contingency within the bond program.**

The Bond Team is available at the Board’s convenience to answer any questions regarding the recommendation of the Bond Team. Please direct all questions through me via email at [brian.weber@plantemoran.com](mailto:brian.weber@plantemoran.com).

Sincerely,

PLANTE MORAN REALPOINT

Brian Weber  
Senior Vice President

December 03,2024

Mr. Brian Weber  
Senior Vice President  
Plante Moran Realpoint  
3000 Town Center, Suite 100  
Southfield, MI 48075



RE Livonia Public Schools 2024 Budget Contingency

Mr. Weber

As the summer 2024 construction program ends, we have experienced an influx of added cost requests. The issues are primarily related to correcting existing electrical, plumbing and mechanical systems. These corrections were not included within the scope of work of the original agreements. The items were noted on various inspection reports by the State of Michigan and required to be corrected. The State of Michigan also requested service platforms and safety rails on various school roofs surrounding existing roof top mechanical equipment.

Clark construction has been in contact with all contractors who performed work on the 2024 Summer Program. We have received all outstanding costs as those noted above plus a few miscellaneous items. We are confident we have captured all outstanding cost items up to December 1, 2024.

There remain a few continual requests for added work that have yet to have a value assigned or authorized.

The current project contingency has been exceeded by \$150,000.00 Please review with the Livonia Public Schools district as a request for additional Contingency funding to capture this overrun.

Jim Kaiser

Senior Project Manager  
Clark Construction.



Date: December 9, 2024

To: Andrea Oquist, Superintendent

From: Phillip Francis, Assistant Superintendent of District Services

Re: HVAC Repair Stevenson

I would like an opportunity to share at the December 9, 2024 Committee of the Whole meeting information on an HVAC equipment repair for Stevenson High School. The two pumps in the cooling tower at Stevenson are beginning to fail. This cooling tower delivers air conditioning to a large portion of the building such as the cafeterias, counseling office, band room, and other spaces in the western portion of the building.

Carl Roberts, Supervisor of Maintenance, elicited quotes for parts and labor for this project. We are recommending Systemp Corporation, in Rochester Hills, Michigan as the low responsible bidder with a bid of \$59,822.37. While there was a company with a lower total dollar quote, this company listed several exclusions and did not do a site visit prior to quoting the project. Systemp is a company that has completed many successful projects in the district. This project will be funded through the Sinking fund.

Please include this item on the agenda. Thank you.

Attachment

c: Board of Education

PF/AS

December 4<sup>th</sup> 2024

To: Phil Francis

Subject: Stevenson High School cooling tower and water pump replacement.

Phil,

I am writing to recommend the replacement of the two pumps for our cooling tower at Stevenson High School. The pumps are showing signs of bearing failure and water leaks. We received four quotes. The lowest quote received ( Limbach ) has a list of exclusions. They also did not do a site visit. Therefore I am recommending we contract with the second lowest quote ( Systemp ) which came in at \$59,822.37.

If you have any questions, please reach out.

Thank you,

A handwritten signature in black ink that reads "Carl Roberts". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Carl Roberts

Maintenance Supervisor



3355 Bald Mountain Rd, Suite 10, Auburn Hills, MI 48326

Attn: Carl Roberts	Date: Nov 20, 2024
Email: croberts5@livoniapublicschools.org	Re: Pump Replacement 15hp and 20hp
Company: LIVONIA PUBLIC SCHOOLS	File Number: 1940 Version 3
Address: 15125 FARMINGTON RD., LIVONIA, MI 48154	Property: STEVENSON HIGH SCHOOL
	Address: 33500 W. SIX MILE RD., LIVONIA, MI 48152

Thank you for allowing Systemp Corporation the opportunity to furnish our proposal for your review. Our quote will include all labor, materials, equipment, and subcontractors to complete the above project according to industry standards and practices.

**SPECIFIC INCLUSIONS**

1. Removal of existing 20HP Chilled water pump, and 10HP Tower pump, triple duty valves, and flex connectors.
2. Installation of new 20HP B&G Vertical Split Case Pump & 15 HP B&G Vertical Split Case Pump.
3. Install (2) new triple duty valves
4. Install new Flex Connectors on suction and discharge of pumps.
5. (2)-Babco Gauge kits.
6. Victaulic piping materials and fittings.
7. Piping Insulation
8. Labor

\*\*\*\*\*LEAD TIME EST. 14-16 WEEKS\*\*\*\*\*

**EXCLUSIONS**

1. New VFD/Motor starter (reuse existing)
2. New High Voltage Electrical
3. Water Balancing

**QUALIFICATIONS**

1. Our offer is firm for 30 thirty days from the date listed above.
2. Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
3. Unless noted in the specific inclusions, our work will be performed during our normal working hours and workweek.

<b>Total Proposal as Outlined Above.....</b>	<b>\$59,822.37</b>
----------------------------------------------	--------------------

Sincerely,

Joshua Vernot

**ACCEPTANCE OF PROPOSAL**

This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein.



12480 Allen Road • Taylor, MI 48180  
Phone :1-866-ECS-5029 (866-327-5029) • Fax (734) 287-4011

11/06/24

Livonia Public Schools  
15125 Farmington Road  
Livonia, MI 48154

Site: Adlai E. Stevenson High School

Attention: Carl Roberts

Regarding: Replace CHW and CW pumps serving chiller

Per our site visit and your request, Engineered Comfort Solutions, Inc. would like to thank you for the opportunity to provide you with this quote for your review and acceptance.



**Chilled Water Pump**

- Refer to Exclusions and Qualifications.
- Due to unpredictable availability, manufacturing and rapid cost increases of construction, petroleum and other associated material, Engineered Comfort Solutions shall guarantee our material pricing for up to two weeks from the date of this estimate submittal.
- Mobilize project with all new pumps, accessories and piping.
- Disconnect and remove the old B&G **Chilled Water** pump and accessories.
- Cut out old pump accessories and piping, hangers, fittings etc. as needed to perform the replacement
- Clean and prepare all surfaces, overhead hangers, platform pedestals ect.
- Furnish and install;

(1) B&G, VSX-VSC Double suction split case, 4" x 6" X 10.5" base mounted pump. Capacity 450 gpm @ 110 ft, 1800 rpm, 25 hp, 208/230/460 V-3ph

- Mount to existing equipment vibration pad.
- Tie to the existing piping.
- Provide the required insulation repairs.
- Reconnect to the existing motor starter. Provide line voltage whip from pump to motor starter.
- Provide a 3rd party Flow Test and Balance of the new pumps to set to design spec
- Start up and test system.
- Provide manufactures warranty

**Base Bid Total Cost:\$31,442.10**

BASE BID APPROVED AND ACCEPTED BY: TITLE:

\_\_\_\_\_

DATE: \_\_\_\_\_ PURCHASE ORDER NUMBER: \_\_\_\_\_

Total For Both  
\$60,715.<sup>65</sup>

**Condenser Water Pump: - \$29,273.55**

- Mobilize project with all new pumps, accessories and piping.
- Disconnect and remove the old B&G Condenser water pump and accessories.
- Cut out old pump accessories and piping, hangers, fittings etc. as needed to perform the replacement
- Clean and prepare all surfaces, overhead hangers, platform pedestals ect.
- Furnish and install;

(1) B&G, VSX-VSC Double suction split case, 4" x 6" X 10.5" base mounted pump. Capacity 450 gpm @ 55 ft, 1800 rpm, 10 hp, 208/230/460 V-3ph

- Mount to existing equipment vibration pad.
- Tie to the existing piping.
- Reconnect to the existing motor starter. Provide line voltage whip from pump to motor starter.
- Provide a 3rd party Flow Test and Balance of the new pumps to set to design spec
- Start up and test system.
- Provide manufactures warranty

THIS OPTION APPROVED AND ACCEPTED BY: TITLE:

\_\_\_\_\_

DATE: \_\_\_\_\_ PURCHASE ORDER NUMBER: \_\_\_\_\_

**Exclusions and Qualifications**

- Premium (overtime) working hours, unless agreed upon by both parties are excluded.
- Mechanical identification and/or painting is excluded.
- Payment and/or performance bonding has been excluded.
- Asbestos abatement and/or related services are excluded in this proposal.
- Architectural services of any sort have been excluded.
- Liquidated Damages of any sort are excluded.
- Provide job-site supervision and safety under Safe-2-Work standards, or equal.
- Our proposal is based on straight time working hours of Monday thru Friday, 8:00am until 4:30pm.
- Provisions for Davis-Bacon Act or prevailing wage scales have been excluded.
- Any unforeseen, additional work or special conditions requested to be met by local code compliant authorities, City, County or any other Governing entity has been excluded and will be completed at an additional cost to this contract or quote.

**Disclaimer**

**Quoted price is firm and will remain valid for 30 days from date.**

If you should have any questions or concerns, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Woods, Tony  
Project Manager

*Upon acceptance of quote, payment terms to be Net 30 from date of invoice with past due unpaid balance subject to monthly interest charge of 1.5%.*

# **TSI** TEMPERATURE SERVICES, INC.

**HEATING-AIR CONDITIONING-REFRIGERATION**

**37679 SCHOOLCRAFT, LIVONIA, MI 48150**

**Phone: (734)838-3200; Fax: (734)838-3205**

November 26, 2024

Carl Roberts  
Livonia Public Schools  
15125 Farmington Road  
Livonia, MI 48154

**Re: Replace B&G Chilled Water Pump at Livonia Stevenson High School**

Carl,

We are pleased to provide the following scope of work and pricing for the referenced project:

- Demo existing chilled water pump and dispose of.
- Provide and install B&G – Model VSX-V5C-4x6x10.5B-20hp chilled water pump.
- Make piping modifications for new pump dimensions.
- Replace flex connectors.
- Insulate all pipe effected by new work.
- Reuse existing electrical service.

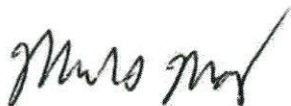
Price: \$33,848.00

Note:

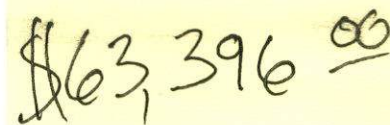
1. Estimated lead time 14-16 weeks.

Please feel free to contact me if you have any questions.

Thank you,



Michael McKay



\$63,396<sup>00</sup>

For both

# ***TSI* TEMPERATURE SERVICES, INC.**

**HEATING-AIR CONDITIONING-REFRIGERATION**

**37679 SCHOOLCRAFT, LIVONIA, MI 48150**

**Phone: (734)838-3200; Fax: (734)838-3205**

November 26, 2024

Carl Roberts  
Livonia Public Schools  
15125 Farmington Road  
Livonia, MI 48154

**Re: Replace B&G Condenser Tower Pump at Livonia Stevenson High School**

Carl,

We are pleased to provide the following scope of work and pricing for the referenced project:

- Demo existing condenser cooling tower pump & dispose of.
- Provide and install B&G model VSX-V5C-4X6X10.5B 15HP pump.
- Make piping modification for new pump dimensions.
- Reuse existing electrical service.

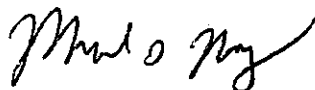
Price: \$29,548.00

Note:

1. Estimated lead time 14-16 weeks.

Please feel free to contact me if you have any questions.

Thank you,



Michael McKay

Livonia High School (Stevenson)  
33500 Six Mile Rd,  
Livonia, MI 48152

11/22/2024

## Project: Replace (1) Chilled Water Pump and (1) Condenser Water Pump

Limbach Co. is pleased to provide you with a proposal for the following specific scope of work, qualifications, and exclusions:

### Scope of Work:

This proposal is based on Limbach to provide all necessary tools, equipment, materials and labor to perform the following:

- Isolate the existing pumps from power and water.
- Drain any remaining water and disconnect the water connections.
- Disconnect and remove the (2) existing pump and motors from the mounting location
- Install (2) direct replacement pumps.
  - *Selection based on customer provided information.*
- Reconnect the existing piping to the new pump.
- Reconnect the existing wiring to the pump and align the pump to the motor.
- Return water to the pump and purge any air from the unit.
- Dispose of any excess or existing material.

### Also Included

- All hoisting and rigging
- Deliveries
- Test, Check & Start for proper operations

### Qualifications

1. It is assumed that all additional existing equipment, controls, and piping, isolation valves, ductwork, and other systems are in proper working condition and do not require repair, replacement or rehabilitation.
2. Owner to facilitate adequate access to the building during the installation.
3. All work to be performed using Union personnel.
4. Limbach's proposal is subject to a thorough review of scope, price, and schedule; and to mutually agreeable terms and conditions of the contract.
5. **Any and all lead times are estimates and are subject to change.**
6. **The material for this work currently has a lead time of 16-weeks. Any and all lead times are estimates and are subject to change.**
7. **Based on reconnection to existing electrical and piping. Minor piping modifications are included.**

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PONTIAC, MI 48342

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**Exclusions:** (Other than stated in the above scope of work)

1. Removal or relocation of conflicting services, utilities, lights, or sprinklers.
2. Other repairs needed that are found on the existing system during the installation.
3. Temporary utilities or HVAC.
4. Permit/Permit Fees
5. **Electrical upgrades, VFD's, bonding and grounding rings.**
6. **New isolation and triple duty valves.**

**Total Cost for the above scope of work - \$51,865.00**

Respectfully submitted,

*Evan Eldred*

Special Projects Manager

(248)-410-8974

Evan.Eldred@Limbachinc.com

Approved by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

This proposal is valid for 7 days from the date listed above. ALL labor is to be performed during the business hours of Monday - Friday 7:00 am to 3:30 pm, unless specifically noted in writing below, this agreement, including the following pages attached hereto (collectively forming a binding and enforceable agreement against both parties hereto. Customer hereby acknowledges that it has reviewed and understands the attached terms and conditions and agrees to enter into this Agreement.

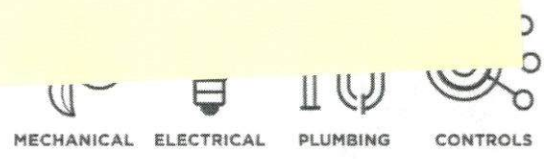
51,865 <sup>00</sup>

\*No Site Visit  
No triple duty  
No Flex Connectors  
No Wiring  
No Pipe Insulation

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**PROJECT AGREEMENT TERMS AND CONDITIONS**

pg. 1 of 2

The following terms and conditions are incorporated into and made a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours. Customer will provide to Contractor reasonable means of access to the equipment, including removal, replacement, or refinishing of the building structure required.

2. Contractor shall repair or replace any of the Work performed by Contractor or its subcontractors which is proven to be defective in quality of material or workmanship within one (1) year from the date of beneficial use by the Customer, or from the date of acceptance, whichever is the earlier, provided Contractor has been given prompt, written notice of any such defects. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. **CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3. **TERMS OF PAYMENT:** 1/3 upon approval of the proposal, progress billings, and balance due 30 days from the final invoice. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall pay a late charge on the balance outstanding at the lesser of (a) 1 ½% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4. If at the time the order is placed, the cost of raw materials should exceed 5% over the original estimate, the additional cost will be added to the total investment price.

5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. The amount of any taxes for which Contractor may become liable for or in connection with its performance under this Agreement shall be in addition to the amount of the Agreement.

6. In the event Customer requests that Contractor perform work beyond the Scope of this Agreement, the cost of materials and labor will become an extra charge (fixed price amount to be negotiated or performed by Contractor on a time-and-material basis at Contractor's rates then in effect.)

7. In the event that Contractor must commence any action against Customer to recover amounts due hereunder, Customer shall reimburse Contractor for its attorney's fees and court costs associated with such action.

8. In the event of a breach by Contractor of the terms of this Agreement, or in the event Customer incurs any liability in connection with the performance of the Work by Contractor, Customer's sole and exclusive remedy against Contractor shall be for Contractor to repair or replace the Work in accordance with the warranty or, if such Work cannot be repaired or replaced, to refund to Customer the amount paid to Contractor under this Agreement, not to exceed Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with the Work, whether by reason of breach of contract, tort (including negligence), statute or otherwise exceed the amount paid by Customer to Contractor for the Work. **UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR DAMAGES ARISING FROM LOSS OF USE, LOSS OF BUSINESS AND/OR PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S CLIENTS OR TENANTS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Any action against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

9. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of labor, machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

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**PROJECT AGREEMENT TERMS AND CONDITIONS**

pg. 2 of 2

10. Contractor shall not be liable for any claim, damage, loss, or expense nor for injuries to persons, or damage to property. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

11. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

Contractor's obligation under this proposal and any subsequent contract does not include the disposal of used oil and/or refrigerant (contaminated or otherwise). Customer shall be solely responsible for the proper disposal of all oil and/or refrigerant in accordance with the applicable laws, rules and regulations.

12. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted. Customer shall defend, indemnify, and hold harmless Contractor for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

13. In the event that Customer cancels or terminates this Agreement for any reason, other than a material breach by Contractor, Customer shall pay Contractor for all Services performed through the date of termination, plus cancellation charges and reasonable overhead and profit.

14. This Agreement, including the Terms and Conditions, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and can be amended only by an agreement, in writing, signed by all parties hereto. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where the Work is performed, without giving effect to that State's conflicts of laws principles.

--- END OF TERMS AND CONDITIONS ---

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Livonia High School (Stevenson)  
33500 Six Mile Rd,  
Livonia, MI 48152

11/22/2024

**Project: Replace (1) Condenser Pump**

Limbach Co. is pleased to provide you with a proposal for the following specific scope of work, qualifications, and exclusions:

**Scope of Work:**

This proposal is based on Limbach to provide all necessary tools, equipment, materials and labor to perform the following:

- Isolate the existing pumps from power and water.
- Drain any remaining water and disconnect the water connections.
- Disconnect and remove (1) existing pump and motors from the mounting location
- Install (1) direct replacement pumps.
  - *Selection based on customer provided information.*
- Reconnect the existing piping to the new pump.
- Reconnect the existing wiring to the pump and align the pump to the motor.
- Return water to the pump and purge any air from the unit.
- Dispose of any excess or existing material.

**Also Included**

- **All hoisting and rigging**
- Deliveries
- Test, Check & Start for proper operations

**Qualifications**

1. It is assumed that all additional existing equipment, controls, and piping, isolation valves, ductwork, and other systems are in proper working condition and do not require repair, replacement or rehabilitation.
2. Owner to facilitate adequate access to the building during the installation.
3. All work to be performed using Union personnel.
4. Limbach's proposal is subject to a thorough review of scope, price, and schedule; and to mutually agreeable terms and conditions of the contract.
5. **Any and all lead times are estimates and are subject to change.**
6. **The material for this work currently has a lead time of 16-weeks. Any and all lead times are estimates and are subject to change.**
7. **Based on reconnection to existing electrical and piping. Minor piping modifications are included.**

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**Exclusions: (Other than stated in the above scope of work)**

1. Removal or relocation of conflicting services, utilities, lights, or sprinklers.
2. Other repairs needed that are found on the existing system during the installation.
3. Temporary utilities or HVAC.
4. Permit/Permit Fees
5. **Electrical upgrades, VFD's, bonding and grounding rings.**
6. **New isolation and triple duty valves.**

**Total Cost for the above scope of work - \$28,173.00**

Respectfully submitted,

*Evan Eldred*

Special Projects Manager

(248)-410-8974

Evan.Eldred@Limbachinc.com

Approved by:

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Print Name

This proposal is valid for 7 days from the date listed above. ALL labor is to be performed during normal business hours of Monday - Friday 7:00 am to 3:30 pm, unless specifically noted in this contract. Upon execution as provided below, this agreement, including the following pages attached hereto (collectively the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

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**PROJECT AGREEMENT TERMS AND CONDITIONS**

pg. 1 of 2

The following terms and conditions are incorporated into and made a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours. Customer will provide to Contractor reasonable means of access to the equipment, including removal, replacement, or refinishing of the building structure required.

2. Contractor shall repair or replace any of the Work performed by Contractor or its subcontractors which is proven to be defective in quality of material or workmanship within one (1) year from the date of beneficial use by the Customer, or from the date of acceptance, whichever is the earlier, provided Contractor has been given prompt, written notice of any such defects. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. TERMS OF PAYMENT: 1/3 upon approval of the proposal, progress billings, and balance due 30 days from the final invoice. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall pay a late charge on the balance outstanding at the lesser of (a) 1 ½% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4. If at the time the order is placed, the cost of raw materials should exceed 5% over the original estimate, the additional cost will be added to the total investment price.

5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. The amount of any taxes for which Contractor may become liable for or in connection with its performance under this Agreement shall be in addition to the amount of the Agreement.

6. In the event Customer requests that Contractor perform work beyond the Scope of this Agreement, the cost of materials and labor will become an extra charge (fixed price amount to be negotiated or performed by Contractor on a time-and-material basis at Contractor's rates then in effect.)

7. In the event that Contractor must commence any action against Customer to recover amounts due hereunder, Customer shall reimburse Contractor for its attorney's fees and court costs associated with such action.

8. In the event of a breach by Contractor of the terms of this Agreement, or in the event Customer incurs any liability in connection with the performance of the Work by Contractor, Customer's sole and exclusive remedy against Contractor shall be for Contractor to repair or replace the Work in accordance with the warranty or, if such Work cannot be repaired or replaced, to refund to Customer the amount paid to Contractor under this Agreement, not to exceed Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with the Work, whether by reason of breach of contract, tort (including negligence), statute or otherwise exceed the amount paid by Customer to Contractor for the Work. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR DAMAGES ARISING FROM LOSS OF USE, LOSS OF BUSINESS AND/OR PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S CLIENTS OR TENANTS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any action against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

9. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of labor; machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

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**PROJECT AGREEMENT TERMS AND CONDITIONS**

pg. 2 of 2

10. Contractor shall not be liable for any claim, damage, loss, or expense nor for injuries to persons, or damage to property. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

11. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

Contractor's obligation under this proposal and any subsequent contract does not include the disposal of used oil and/or refrigerant (contaminated or otherwise). Customer shall be solely responsible for the proper disposal of all oil and/or refrigerant in accordance with the applicable laws, rules and regulations.

12. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted. Customer shall defend, indemnify, and hold harmless Contractor for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

13. In the event that Customer cancels or terminates this Agreement for any reason, other than a material breach by Contractor, Customer shall pay Contractor for all Services performed through the date of termination, plus cancellation charges and reasonable overhead and profit.

14. This Agreement, including the Terms and Conditions, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and can be amended only by an agreement, in writing, signed by all parties hereto. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where the Work is performed, without giving effect to that State's conflicts of laws principles.

--- END OF TERMS AND CONDITIONS ---

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CONTROLS

Livonia High School (Stevenson)  
33500 Six Mile Rd,  
Livonia, MI 48152

11/22/2024

**Project: Replace (1) Chilled Water Pump**

Limbach Co. is pleased to provide you with a proposal for the following specific scope of work, qualifications, and exclusions:

**Scope of Work:**

This proposal is based on Limbach to provide all necessary tools, equipment, materials and labor to perform the following:

- Isolate the existing pumps from power and water.
- Drain any remaining water and disconnect the water connections.
- Disconnect and remove (1) existing pump and motors from the mounting location
- Install (1) direct replacement pumps.
  - *Selection based on customer provided information.*
- Reconnect the existing piping to the new pump.
- Reconnect the existing wiring to the pump and align the pump to the motor.
- Return water to the pump and purge any air from the unit.
- Dispose of any excess or existing material.

**Also Included**

- All hoisting and rigging
- Deliveries
- Test, Check & Start for proper operations

**Qualifications**

1. It is assumed that all additional existing equipment, controls, and piping, isolation valves, ductwork, and other systems are in proper working condition and do not require repair, replacement or rehabilitation.
2. Owner to facilitate adequate access to the building during the installation.
3. All work to be performed using Union personnel.
4. Limbach's proposal is subject to a thorough review of scope, price, and schedule; and to mutually agreeable terms and conditions of the contract.
5. **Any and all lead times are estimates and are subject to change.**
6. **The material for this work currently has a lead time of 16-weeks. Any and all lead times are estimates and are subject to change.**
7. **Based on reconnection to existing electrical and piping. Minor piping modifications are included.**

926 FEATHERSTONE ROAD  
PONTIAC, MI 48342

P: 248-391-1411 | F: 248-975-5860 | [limbachinc.com](http://limbachinc.com)

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**Exclusions: (Other than stated in the above scope of work)**

1. Removal or relocation of conflicting services, utilities, lights, or sprinklers.
2. Other repairs needed that are found on the existing system during the installation.
3. Temporary utilities or HVAC.
4. Permit/Permit Fees
5. **Electrical upgrades, VFD's, bonding and grounding rings.**
6. **New isolation and triple duty valves.**

**Total Cost for the above scope of work - \$29,949.00**

Respectfully submitted,

*Evan Eldred*

Special Projects Manager  
(248)-410-8974  
Evan.Eldred@Limbachinc.com

Approved by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

This proposal is valid for 7 days from the date listed above. ALL labor is to be performed during normal business hours of Monday - Friday 7:00 am to 3:30 pm, unless specifically noted in this contract. Upon execution as provided below, this agreement, including the following pages attached hereto (collectively the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

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**PROJECT AGREEMENT TERMS AND CONDITIONS**

pg. 1 of 2

The following terms and conditions are incorporated into and made a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours. Customer will provide to Contractor reasonable means of access to the equipment, including removal, replacement, or refinishing of the building structure required.

2. Contractor shall repair or replace any of the Work performed by Contractor or its subcontractors which is proven to be defective in quality of material or workmanship within one (1) year from the date of beneficial use by the Customer, or from the date of acceptance, whichever is the earlier, provided Contractor has been given prompt, written notice of any such defects. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. TERMS OF PAYMENT: 1/3 upon approval of the proposal, progress billings, and balance due 30 days from the final invoice. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall pay a late charge on the balance outstanding at the lesser of (a) 1 ½% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4. If at the time the order is placed, the cost of raw materials should exceed 5% over the original estimate, the additional cost will be added to the total investment price.

5.. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. The amount of any taxes for which Contractor may become liable for or in connection with its performance under this Agreement shall be in addition to the amount of the Agreement.

6. In the event Customer requests that Contractor perform work beyond the Scope of this Agreement, the cost of materials and labor will become an extra charge (fixed price amount to be negotiated or performed by Contractor on a time-and-material basis at Contractor's rates then in effect.)

7. In the event that Contractor must commence any action against Customer to recover amounts due hereunder, Customer shall reimburse Contractor for its attorney's fees and court costs associated with such action.

8. In the event of a breach by Contractor of the terms of this Agreement, or in the event Customer incurs any liability in connection with the performance of the Work by Contractor, Customer's sole and exclusive remedy against Contractor shall be for Contractor to repair or replace the Work in accordance with the warranty or, if such Work cannot be repaired or replaced, to refund to Customer the amount paid to Contractor under this Agreement, not to exceed Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with the Work, whether by reason of breach of contract, tort (including negligence), statute or otherwise exceed the amount paid by Customer to Contractor for the Work. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR DAMAGES ARISING FROM LOSS OF USE, LOSS OF BUSINESS AND/OR PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S CLIENTS OR TENANTS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any action against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

9. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of labor, machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

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**PROJECT AGREEMENT TERMS AND CONDITIONS**

pg. 2 of 2

10. Contractor shall not be liable for any claim, damage, loss, or expense nor for injuries to persons, or damage to property. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

11. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

Contractor's obligation under this proposal and any subsequent contract does not include the disposal of used oil and/or refrigerant (contaminated or otherwise). Customer shall be solely responsible for the proper disposal of all oil and/or refrigerant in accordance with the applicable laws, rules and regulations.

12. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted. Customer shall defend, indemnify, and hold harmless Contractor for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

13. In the event that Customer cancels or terminates this Agreement for any reason, other than a material breach by Contractor, Customer shall pay Contractor for all Services performed through the date of termination, plus cancellation charges and reasonable overhead and profit.

14. This Agreement, including the Terms and Conditions, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and can be amended only by an agreement, in writing, signed by all parties hereto. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where the Work is performed, without giving effect to that State's conflicts of laws principles.

--- END OF TERMS AND CONDITIONS ---

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Date: December 5, 2024

To: Andrea Oquist, Superintendent

From: Phillip Francis, Assistant Superintendent of District Services

Re: Additional Funding for Holland Bus Purchase

I would like to discuss, at the December 9, 2024 Committee of the Whole meeting, additional funding for 12 seats that were absent from the original quote. You may recall we purchased six buses from Holland Bus Company this past September. One of these buses is a special needs mini bus. The Holland representative accidentally deleted all the seats in the original quote. He recently reached out to communicate his omission and explained the 12 seats should have been a part of the quote. He apologized and notified the cost would be \$5,352. I would like to point out this cost was always something that should have been in the amount the Board approved in September. I am now requesting the Board approve the \$5,352. These buses are scheduled to begin assembly this winter, so the additional approval is important to avoid delays. The addition of the track seating brings the total price of the bus to \$171,185.

Please include this item on the agenda. Thank you.

Attachments

c: Board of Education

PF/AS



-  
December 3, 2024

Ross Robert  
15125 Farmington Road  
Livonia, Michigan 48154  
734 744 2500

Per your request, please find our proposal for a 2026 Blue Bird special needs 71 passenger, 5 wheelchair, engine Ford 7.3L V8 propane, front lift, Thermo King TM522-MS A/C.

Adding in B705 was a deduct for delete seat (per seat) Qty 12. \$5352.00

**Here is the correct price with the track seating Qty 12**

**Price per unit: \$171,185.00 X 1 = \$ 171,185.00**

If you have any questions about the enclosed material, please feel free to contact me at 616 298 0072

Sincerely  
*Mark Young*  
Mark Young  
School Bus Sales



# Livonia Public Schools

*Finance Office*

Date: December 4, 2024

To: Andrea Oquist, Superintendent

From: Alison Smith, Chief Financial Officer

Re: Summer Tax Resolution

The Board of Education annually approves a resolution requesting the local municipalities, the City of Livonia and the City of Westland, to perform a summer tax collection for local school property taxes. They have been supportive of this past practice.

I recommend that we continue the school district's established custom and request 50% summer tax collection, with the remaining 50% of the taxes to be collected in the winter. Please place this item on the Finance Committee agenda for December 9, 2024.

Please let me know if you have any questions. Thank you.



# Livonia Public Schools

*Finance Office*

Date: December 4, 2024

To: Andrea Oquist, Superintendent

From: Alison Smith, Chief Financial Officer

Re: 2024-25 Budget Amendment

This past June, the Board adopted the budget for the 2024-2025 school year. At that time, we used estimates for student enrollment, per-pupil foundation allowance funding, grant funding levels, and many other estimating factors. In October I presented a general update on the 2024-2025 budget, and I would now like to request a formal amendment to our budget to incorporate updated projections for our revenues and expenditures.

Please place this item on the Finance Committee agenda for December 9, 2024, and let me know if you have any questions. Thank you.



# Livonia Public Schools

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## Secondary Programs

Date: December 9, 2024  
To: Andrea Oquist, Superintendent  
From: Kevin Etue, Director  
SUBJ: Seal of Biliteracy

During the Study Session of Monday, December 9, 2024, Theresa O'Brien and I shared with the Board of Education the opportunity for multilingual students to earn a State of Michigan approved Seal of Biliteracy upon receiving their high school diploma. We would like to continue this ongoing discussion at the Committee of the Whole meeting on Monday, December 9, 2024.

Please add this item to the Curriculum portion of the agenda for the December 9 Committee of the Whole meeting.

KE/ms